PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
August 13, 2025

The Planning Commission of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually.
Zoom Link: https://us02web.zoom.us/j/86137534714

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from July 9, 2025

2.B. Consideration to Approve the Planning Commission Meeting Minutes from July 23, 2025

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. WORK SESSION

5.A. **General Plan** – The Planning Commission Will Review and Provide Input on the Neighborhood Plans for the Draft 2025 General Plan. (PL-24-06358) (60 mins.) For Project Information, Please Visit www.engageparkcity.org/generalplan
(A) Public Input; (B) Continuation to September 10, 2025

6. REGULAR AGENDA

6.A. **1485 Empire Avenue – Condominium Plat Amendment** – The Applicant Proposes a 259-Square-Foot Addition of Private Area to Unit 512 of the Silver King Condominiums to Reflect Existing As-Built Conditions. PL-25-06579 (10 mins.)
(A) Public Hearing; (B) Action

6.B. **25 Canyon Court – Conditional Use Permit** – The Applicant Proposes to Construct a 180-Square-Foot Outdoor Pool in the Single Family Zoning District and Sensitive Land Overlay. PL-25-06607 (10 mins.)
(A) Public Hearing; (B) Action

6.C. **8946 Marsac Avenue – Master Planned Development Modification** – The Applicant Proposes to Modify the Village at Empire Pass Master Planned Development Volumetrics for Pod A of the Flagstaff/Empire Pass Annexation Area for the Construction of a Four-unit Multi-Unit Dwelling. PL-25-06522 (20 mins.)
(A) Public Hearing; (B) Action

6.D. **8946 Marsac Avenue – Subdivision** – The Applicant Proposes the Argus (R-5) Subdivision to Create a 1.58-acre Lot for Four Dwelling Units in a Multi-Unit Dwelling. PL-25-06523 (15 mins.)

(A) Public Hearing; (B) Action

6.E. **9401 Marsac Avenue – Subdivision** – The Applicant Proposes the Guardsman Subdivision to Create Three Lots for Three Single-Family Dwellings, one Lot for the Park City Municipal Water Tank Site, and Open Space Parcels for Common Area and the Mid-Mountain Trailhead. PL-25-06547 (15 mins.)
(A) Public Hearing; (B) Action

6.F. **301 Marsac Avenue – Plat Amendment** – The Applicant Proposes Creating a 3,750-Square-Foot Lot to Construct a New Single-Family Dwelling on a Very Steep Slope in the Historic Residential - 1 Zoning District. PL-23-05947 (10 mins.)
(A) Public Hearing; (B) Action

6.G. **301 Marsac Avenue – Steep Slope Conditional Use Permit** – The Applicant Proposes to Construct a 4,103-square-foot Single-Family Dwelling on a Very Steep Slope in the Historic Residential - 1 Zoning District. PL-23-05946 (15 mins.)
(A) Public Hearing; (B) Action

6.H. **1127 Woodside Avenue – Plat Amendment** – The Applicant Proposes to Amend Plat Note 3 of the 1127 Woodside Avenue Subdivision that Establishes a Total Maximum Building Footprint of 2,100 Square Feet to Increase Square Footage to 2,461. PL-24-06317 (20 mins.)
(A) Public Hearing; (B) Action

7. ADJOURNMENT

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

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

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JULY 9, 2025

COMMISSIONERS IN ATTENDANCE: Chair Christin Van Dine, Bill Johnson, John Frontero, Grant Tilson, Henry Sigg (attending virtually)

EX OFFICIO: Rebecca Ward, Planning Director; Alec Barton, Senior Planner; Mark Harrington, City Attorney; Jaron Ehlers, Planner I; Conor Campobasso, Senior Transportation Planner

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1. ROLL CALL

Chair Christin Van Dine called the Planning Commission Meeting to order at 5:30 p.m. All Commissioners are present with the exception of Commissioner Rick Shand and Commissioner Laura Suesser. Chair Van Dine explained that this was intended to be the last Planning Commission Meeting for Commissioner Suesser, who was appointed in 2016 due to a vacancy. She attended 215 Planning Commission Meetings in total.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from June 11, 2025.

MOTION: Commissioner Johnson moved to APPROVE the Planning Commission Meeting Minutes from June 11, 2025. The motion was seconded by Commissioner Frontero. The motion passed with the unanimous consent of the Commission.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Commissioner Henry Sigg reported that he will recuse himself from Item 5B on the Planning Commission Meeting agenda. He will return to the meeting after that discussion.

A. Update on the Park City Library and Park City Film Series Lease.

Planning Director, Rebecca Ward, reminded Commissioners that the Draft General Plan is posted on the project website: enngageparkcity.org. There is an online questionnaire that is open to community members through July 31, 2025. Community members are encouraged to look at the Draft General Plan and provide comments on the document.

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Director Ward reminded those participating in the Planning Commission Meeting in Council Chambers or virtually that when public input is permitted, a full name must be stated for the record. Comments are limited to three minutes and should be directed to the Commission. She asked that comments be civil and address the item under review.

Director Ward reported that there will be some construction happening in Council Chambers. As a result, the July 23, 2025, meeting will take place in the Park City Library in the Community Room. That meeting will start at 6:00 p.m. There are also Planning Commission site visits scheduled to take place before the meeting, which will start at 4:30 p.m. She clarified that the site visits are related to three of the agenda items.

Information was included in the Meeting Materials Packet as part of Staff Communications. It outlines some updates for the Park City Film Series lease, which is scheduled for City Council consideration during the next City Council Meeting. This request is under the Master Planned Development ("MPD") for the library. The Staff Communication document includes some background information on the Conditions of Approval and the triggers that may require a modification to the MPD moving forward.

4. PUBLIC COMMUNICATIONS

Tana Toly thanked Commissioner Suesser for devoting nearly a decade to the Planning Commission and showing up with thoughtfulness, clarity, and heart for 215 meetings. That number speaks to her commitment, but it is the way she has shown up that matters the most. Her leadership has been grounded in integrity and discernment. Commissioner Suesser has upheld the code while asking difficult questions about how it can better serve the community and balance growth, preservation, and the pressures coming from the State Legislature. She has never shied away from making tough calls, even when it meant standing in the minority. That takes courage and speaks to her character. Ms. Toly admires that Commissioner Suesser always held firm to her values, but remained open, curious, and constructive. Insights from Commissioner Suesser have helped her to grow as a City Council Member. Commissioner Suesser has made a difference in the community. Park City is stronger, more thoughtful, and more prepared for the future because of her service. Ms. Toly reiterated her appreciation for Commissioner Suesser.

Sarah Hall thanked Commissioner Suesser for her years of public service. It is challenging to serve on the Planning Commission due to the hours of dedication involved. Ms. Hall did not always agree with Commissioner Suesser when they served on the Planning Commission together, but there was a shared love and respect for Park City, Staff, and public service. She reiterated her appreciation for Commissioner Suesser.

There were no further public communications.

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5. WORK SESSION

A. Land Management Code Amendments – The Planning Commission will Conduct a Work Session Regarding Possible Amendments to Land Management Code Section 15-1-12.5 - Continuations. PL-25-06512.

Senior Planner, Alec Barton, presented the Staff Report and explained that the Work Session item relates to Land Management Code ("LMC") amendments. Utah Code requires municipalities to review land use applications in a timely manner. Utah Code 10-9a-509.5 mentions the 30-day review period to determine the completeness of an application and the 45-day period if an applicant requests Final Action on a complete application. One of the challenges can be frequent requests for continuation of an application that comes before the Planning Commission. In 2017, the City Council adopted Ordinance 2017-04 at the recommendation of the Planning Commission. This codified that Staff has the authority to approve an applicant request for continuation:

- Up to five days before a public hearing;
- Up to two times; and
- The request must be made in writing.

If the request is made fewer than five days before a public hearing, then the Planning Commission has the authority to grant that request. The code specifically states that there needs to be a sufficient reason for the request to be granted. At the request of the Planning Commission, Staff reviewed what is done in other communities to identify strategies to deal with continuation requests. The goal of the updates is to:

- Create efficiency in review;
- Account for expenses;
- Respect the time of the Planning Commission; and
- Reduce delays for complete land use applications.

Staff discovered four broad categories of strategies that are employed elsewhere to reduce the impacts of continuations. This includes the following categories:

- Continuation to a Date Uncertain;
- Good Cause;
- Deadlines; and
- Fees.

Planner Barton explained that continuing an item to a date uncertain preserves fairness for complete applications that are in the queue waiting for Planning Commission review. It would require re-noticing, but the City already has a fee in place for re-noticing an application. Good Cause is employed in a number of communities and can range from vague (the applicant is unavailable to present at the meeting) to more specific (applicant has

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a defined emergency, such as illness or no-fault cancellation of travel plans). Another strategy is to implement deadlines. Planner Barton shared a table that summarizes approaches the Commission could take based on the timing of the continuation request.

Several questions were posed to the Commission for the Work Session discussion:

- When the Commission requests additional materials from the applicant and an item is continued based on that request, does the Commission support implementing a deadline for those materials to be submitted?
- Can the applicant request continuation to a date certain when the request is sent to Staff after public noticing but prior to packet publication?
- Does the Commission want to define Good Cause related to continuations? If so, how does the Commission want to define this?
- Does the Commission support imposing a requirement that requests for continuation must be made before publication of the agenda packet?

The first question was discussed, which was about the implementation of a deadline for material submissions. All members of the Commission agreed on a deadline. The second question was for continuation to a date certain. Chair Van Dine does not believe there should be continuation to a date certain based on an applicant's request. It makes more sense for a date to be determined by the Planning Department, as the date selected would be based on fairness and the dates that are available. If there is any uncertainty about when an item can be heard, then it should be continued to a date uncertain.

Commissioner John Frontero finds the continuations to be disruptive to the Planning Commission work. He addressed the second question posed by Staff and referenced the Salt Lake City example included in the Meeting Materials Packet, where the Chair of the Planning Commission has the authority to grant a continuation if the request is made more than seven days before the meeting. If that happens, he still believes the continuation should be to a date uncertain. For seven days or less, the continuation should only be permitted if there is an emergency situation. He believes that will incentivize applicants to follow through once there has been a commitment to a date. Commissioner Frontero does not feel the Meeting Materials Packet publication dates are best for the deadline. It would be clearer to state that it is seven days before the meeting. The Salt Lake City example seems to be the most straightforward and easy to understand.

Commissioner Sigg commented that continuations take away from the momentum of a discussion. He agrees that the continuation decision could be made by the Chair of the Planning Commission. Additionally, he does not feel the applicant should be able to set the date, because the applicant is not privy to other potential agenda items. The date should be left to the Chair and Staff to determine. Commissioner Bill Johnson agreed. He referenced the Salt Lake City example and how that would impact the third question related to Good Cause. Planner Barton reported that Salt Lake City does not explicitly define Good Cause in their code, but the Planning Commission guidelines are where this emergency provision is established. Commissioner Frontero thought an emergency situation would be

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cleaner than Good Cause. There was discussion about what would happen if someone requested a continuation less than seven days before a Planning Commission Meeting and there was not an emergency. Chair Van Dine does not want the Commission to hear incomplete presentations or review incomplete information.

Director Ward reported that the Staff Report highlights that the impact of the continuation depends on when the request is made. If there is a continuation request made the same day as the meeting and the Commissioners have already visited the site and reviewed the Meeting Materials Packet information, then that is a much different request than if the continuation is requested before the Meeting Materials Packet is published. She clarified that the Meeting Materials Packet is published three business days before the scheduled meeting. Commissioner Frontero reiterated that the seven days Salt Lake City has in place is clean and direct. Commissioner Johnson also likes the seven-day deadline.

Planner Barton asked if the Commission is interested in defining Good Cause or is interested in having an emergency be the threshold for whether or not a continuation can be granted. Commissioner Frontero expressed support for the emergency language from Salt Lake City: "Examples of emergency include illness, health of a family member, cancellation of travel plans to attend the meeting at no fault of the applicant, and other similar situations that are at no fault of the applicant." He would leave it to the discretion of the Chair of the Planning Commission to make the determination.

Commissioner Sigg had a question about the application process. He assumes on the application form, there is a checklist of items that are required in order for an application to be deemed complete. Only then can it be considered for scheduling. Director Ward confirmed that prior to scheduling an item for a public hearing and Final Action, an application must be deemed complete. However, there may be requests for additional information made by the Planning Commission. Even with a complete application, there might be a situation where more needs to be submitted. Commissioner Sigg wants to make sure that continuations do not occur because there is an incomplete application.

Commissioner Johnson asked what would happen if something was on a meeting agenda and a continuation was needed because the supplemental information was not ready. City Attorney, Mark Harrington, explained that the continuation would need to be requested at least seven days before the scheduled Planning Commission Meeting.

Planner Barton reported that the Planning Commission can explore a continuation fee. Currently, the City charges applicants a re-noticing fee if an item is continued to a date uncertain and has to be re-noticed. That being said, some communities also charge a continuation fee on top of any re-noticing fees. He asked if this is something the Commission would be interested in exploring. Commissioner Frontero stated that he is not in support, because charging a nominal fee is unlikely to have an impact on the continuations. The rest of the Planning Commission agreed with that comment.

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Director Ward wanted to make sure she understands the Planning Commission direction. She asked if there is a desire to have language for seven days or if there is a desire to consider the Meeting Materials Packet publication date. Commissioner Frontero would prefer to have a clear number of days stated, because that will make it clear for applicants. Attorney Harrington reported that the publication date of the Meeting Materials Packet can move. There is a requirement to provide the applicant with a copy of the Staff Report three business days before the meeting, but that does not address publication of the Meeting Materials Packet. He agrees that a set number of days will be clearer. Seven days would allow the Meeting Materials Packet to have the continuation included in there. Based on that information, Commissioners expressed support for seven days of notice.

Planner Barton heard broad support for situations where the Commission has requested additional materials from the applicant. There could be a deadline instituted in those circumstances for the materials to be submitted. He asked if there is additional direction the Commission would like to provide. Commissioner Frontero wanted to know what would happen if an applicant did not submit the materials in time. Attorney Harrington explained that it would depend on the gravity of what has been requested. When it comes to requests for additional information, he would encourage the Commission to inform Staff that there is a desire to receive confirmation of a due date when possible. He would caution against a hard deadline when there is uncertainty about how long it will take to obtain the additional information. Commissioner Sigg noted that a lot will have to do with the context of the request, because third-party providers run on a different schedule.

Justin Keys provided some perspective from the perspective of an applicant. Often, what happens is that an applicant receives the Staff Report, and that is the first time that it becomes real to them that their request might be denied or there might be a problem with their project. He is often hired last minute after a Staff Report has been received. That can be the reason a continuation is requested by an applicant at the last minute. Director Ward reported that Staff clearly communicates with applicants throughout the process about possible Conditions of Approval and what the application concerns might be.

B. 1585 Lower Iron Horse Loop – Zone Change – The Applicant Requests a Zone Change at 1885 Lower Iron Horse Loop from Estate to Light Industrial for the Construction of an Affordable Master Planned Development. PL-25-06456.

Chair Van Dine reported that there was a site visit to 1585 Lower Iron Horse Loop that was attended by the Commissioners who are attending the current meeting in person. She reminded those present that Commissioner Sigg will recuse himself from this item.

Planner I, Jaron Ehlers, presented the Staff Report and explained that this Work Session item is a Zone Change request for 1585 Lower Iron Horse Loop. The location of the site was shown on a map of the area. The proposal is a rezone from Estate to Light Industrial. He pointed out areas on the map zoned Estate, Light Industrial, and General Commercial. A prior application came before the Planning Commission in 2002 as a Pre-MPD. It was a

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proposal for 192 units spread across this parcel and the parcel behind it, which is now owned by the City. The Planning Commission directed Staff to make findings of denial for that application due to concerns about traffic, parking, and open space.

The slope map and topography map for the site were shared. Planner Ehlers pointed out the location of Silver Creek and the Rail Trail. He shared an exhibit provided by the applicant. It is a Quit Claim Deed that states there is a public access easement. As for the latest proposal, it would be for an Affordable Master Planned Development ("AMPD") with 23 units. The height would go up to 45 feet, not including potential allowed exceptions. The parking would be along Lower Iron Horse Loop. Planner Ehlers shared a rendering of the eastern elevation, which demonstrates that there is a 10-foot stepback requirement when above the zone height. In Light Industrial, the height limit is 30 feet.

Staff finds the proposal does not yet meet the required affordability RUEs. There is also a need for access to be clarified. The applicant needs to further demonstrate that they have access to the property, because Lower Iron Horse Loop is private. The Park City Fire District has access concerns as well. In addition, a setback determination from Silver Creek by State regulators is likely to be necessary. A portion of the parcel is located within a Federal Emergency Management Agency ("FEMA") floodplain, so that is something that will need to be addressed. The construction is proposed on Very Steep Slopes, which needs to be taken into account as well. Lastly, Staff finds that the current version of the proposal does not meet the parking requirements.

Staff requests that the Planning Commission consider whether additional information is needed before a public hearing is held and a recommendation is made to the City Council.

The applicant representatives, Justin Keys and Craig Elliott, introduced themselves to the Commission. Mr. Keys expressed appreciation that members of the Planning Commission came out to walk the site. He clarified that this is the pre-application stage and the AMPD is not complete at this time. The reason a request was made for the Work Session discussion is because there is a desire to rezone a lot that is currently zoned Estate. He wants to understand whether that is something the Commission would be interested in. It is recognized that there is still a lot of planning work to be done.

Some questions came up during the site visit that Mr. Keys would like to address. He reported that one of the questions related to the floodplain issue. Mr. Elliott explained that he created a quick overlay of the floodplain as it is designated and showed an image with it over the parcel. The current design clips into that in a small portion. He shared an image that indicates where the impact of the floodplain is on the site.

Commissioner Grant Tilson stated that in order for him to support a rezone in this area, he would need to see a Condition of Approval that it would be built as an AMPD, as described during the site visit. If the trail running through the property could be diverted somehow so it is not impacted, that would be beneficial. In general, the AMPD and the affordable workforce units would be the motivation behind allowing the rezone to occur.

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Commissioner Frontero agreed with Commissioner Tilson. He feels the rezone would require benefits to the community. Otherwise, he does not see a compelling reason to rezone the property. The AMPD proposal is compelling and would provide a benefit to the community. He was supportive of a Condition of Approval to require the AMPD.

Commissioner Johnson largely agrees with the comments made. The AMPD is compelling and it aligns with certain goals in the General Plan. However, he would need a lot of information before considering a positive recommendation. It is likely that the footprint of the building would need to shrink. He would like to see more information about the floodplain to ensure there is adequate buffering proposed. Commissioner Johnson also wants some stream determination information. He believes the parking will be difficult, because that is impactful, especially on the streamside. There will need to be a creative approach taken in order to handle the parking. While he is open to having continued discussions about a rezone, the footprint will likely need to be smaller.

Chair Van Dine believes that for a rezone to happen, there would need to be a lot of Conditions of Approval placed on the application. There have been similar applications before the Commission in the last few years and some strict conditions were drafted in order to warrant the rezone. It seems the Commission is open to a rezone discussion.

Commissioner Johnson stressed the importance of understanding access and road standards. Mr. Keys reported that there will need to be discussions with the neighbors, as some maintenance is needed. It sounds like everyone is open to moving the trail, which he believes will be helpful as far as the site issues, such as parking. He asked if any Commissioners are opposed to moving the trail location. Commissioner Johnson would recommend speaking to the Trails Department and receiving recommendations from them. He does feel there is room for flexibility based on the current trail configuration. Chair Van Dine noted that it is a well-used path by the community members in the area, so it makes sense to speak to the Trails Department.

6. REGULAR AGENDA

A. General Plan – The Planning Commission will Review and Provide Input on the Draft Recommendations for the Updated General Plan. For Project Information, please visit www.engageparkcity.org/generalplan. PL-24-06358.

Director Ward reported that the Regular Agenda item relates to the General Plan. Several members of the consultant team will participate in the meeting remotely, including Jessica Garrow and Marianne Stuck with Design Workshop and Maria Vyas with Fehr & Peers. In addition, Senior Transportation Planner, Conor Campobasso, is present to answer Commissioner questions about the transportation planning projects that are in progress.

Ms. Garrow shared information about the project timeline. There is excitement to be nearing completion. She reported that there is a strong initial draft and expressed appreciation for

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the comments made during the Joint Work Session between the Planning Commission and City Council. Work will be done to refine the document, there will be continued discussions, and then there will be an additional Joint Work Session to finalize the document. The engagement information was shared. Ms. Garrow reminded those present that this is the Draft and Final Plan Sharing phase. There is currently a survey available so community members can provide comments on the Draft General Plan.

During the current Planning Commission Meeting, the discussion will focus on Transportation, Community Character, and the Land Use Node Types Map. At the Planning Commission Meeting on July 23, 2025, the discussion will focus on Moderate-Income Housing, Water and Open Space Preservation, and Sustainability. It is anticipated that the Joint Work Session with the Commission and Council will be in August.

The Vision Statement was shared. Ms. Garrow reported that there have not been any additional comments received on this, but if the Commission has comments to make about the Vision Statement or any of the Mission Statements, those can be made.

Ms. Garrow discussed the plan structure. Something heard during the Work Session was the importance of reducing the number of pages within the document. One strategy to address that is to move some of the action steps into an Appendix and look into other consolidation. While the plan framework and structure are anticipated to remain generally the same, there is work being done to consolidate and address the document overall.

Revised plan framework and structure information was shared. Ms. Garrow highlighted the simplification of each planning theme once the action items are moved to the Appendix. The memo included in the Meeting Materials Packet lists a number of other items that are being looked at. The proposed document adjustments include:

- Document Reorganization:
    - Chapter 1: Introduction will be simplified. The Plan Process section on Pages 16-19 will be moved to the Community Engagement Appendix;
    - Chapter 2: Drivers and Trends will be moved to the Appendix in its entirety;
    - Chapter 3: Plan Themes will be reformatted to reduce the length of each theme. Current Initiatives section will be moved to an Appendix;
    - Chapter 4: Neighborhood Plans will remain formatted as is, but some images may be updated and font size adjusted;
    - Chapter 5: Future Land Use Node Types will be consolidated. Reduce images and font size; and
    - Chapter 6: Implementation Plan will become an Appendix that includes the action items.
- Reformatting of Action Item Prioritization:
    - The document includes strategies and action steps in each plan theme. The action steps include prioritization. Based on feedback at the Joint Work Session, the prioritization will be removed and new language identifying a

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yearly prioritization exercise with the Planning Commission and City Council will be added.

- Consolidation and Relocation:
    - All action items will be relocated to the Implementation Chapter to improve usability and focus. The Implementation Chapter will be moved to an Appendix, as mentioned above.

Ms. Garrow asked for Commissioner feedback. Commissioner Frontero had a question about how the final document will look. He was at the Joint Work Session and there was concern about the number of pages. He wanted to know what the anticipated number of pages will be after the proposed document adjustments. Ms. Garrow explained that she does not have a specific number at this time, but the target from Staff is around 75 pages. Moving the action items into an Appendix helps to significantly cut down on the number.

Commissioner Frontero stated that there was some previous discussion about a four or five-page pamphlet that would condense the document into a summary format. He asked if that is still being considered. Ms. Garrow confirmed this and explained that it would be created as part of the final step in the overall drafting and adoption process. Once the community, Planning Commission, and City Council feel comfortable with the content of the main document, it will then be possible to transition to the summary. Commissioner Frontero believes the new strategy makes a lot of sense and likes the proposed changes.

Commissioner Johnson appreciates the updates that have been made to the draft document. He thinks 75 pages is a good target, but he does not want to lose the content of the General Plan simply to meet a specific page count. He suggested that this version of the General Plan be put into a PDF file with bookmarks. This can be useful when reviewing a large document. Chair Van Dine agreed with Commissioner Johnson. She believes the Appendix will be helpful for the Planning Commission as far as looking at the action items and knowing where those are located. Commissioner Tilson finds the updated format to be easy to read and easy to navigate. Commissioner Sigg echoed the comments made. He finds that reducing the volume of the overall text is beneficial and that the Appendix will make referencing the document much easier for the Commission.

Ms. Garrow reported that a preview of the reformatted document will be shared with the Planning Commission at the meeting on July 23, 2025. Additional feedback about the formatting can be shared at that time. The next item that will be discussed is the Transportation chapter. Ms. Garrow explained that she will share the existing draft document for reference and asked Ms. Vyas to walk through the presentation slides.

Ms. Vyas shared the cover page and introduction to the Transportation chapter. There is also a high level summary of what was heard from the community. People think one of the biggest challenges is traffic congestion, but at the same time, there is a desire for walkability to remain. A lot of the work done in the General Plan has tried to balance those competing demands and create an appropriate set of recommendations. Based on feedback from the public, there is a willingness to tackle the challenges that Park City has in an ambitious way.

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Ms. Vyas reviewed the different strategies, such as Data Backed Decision Making. Park City has a unique traffic pattern that is different from other communities in the State. Having strategies for gathering data so Park City can make informed decisions is important. As for Transit Improvements, one example is advancing high-capacity transit on SR-224 and SR-248. This supports initiatives already underway.

Ms. Vyas further discussed Transit Improvements. There is not a desire to widen the roads, so the intention is to look into other modes of transportation. That means capturing people as they are coming in towards Park City. There needs to be a good partnership between the connections to park and ride lots and transit service, so it is preferable for people to take the bus rather than come to Park City and look around for parking. In order to focus on that, there needs to be a more robust analysis of what the capture lot capacity need would be. That is something that Park City can explore in the future.

Commissioner Frontero asked whether Ms. Vyas feels Park City needs to do more analysis to determine the capture lot needs. Ms. Vyas confirmed this. She understands that some analysis has been conducted already, but it is her understanding that there is a little bit more work that needs to be done. Commissioner Frontero acknowledged that a capture lot is needed as part of the overall strategy. He believes there is consensus from the Planning Commission and City Council that capture lots need to be part of the strategy. However, he is not certain another study needs to be done. It might be preferable to choose a location and move forward. From there, an additional lot can be considered. Ms. Vyas stated that if there is consensus, then 2A.5 can be removed.

Planner Campobasso shared information about what has been happening with capture lots. Several years ago, there was work with Summit County to strategize about what park and ride projects could happen in the future. Since the SR-224 segment is outside of Park City control, it was determined that the County would handle that situation. SR-248 is something that Park City can tackle and work has been done to identify the potential for higher capacity at the current capture lot, Richardson Flat, or looking at additional locations for capture lots. There will be another discussion with the City Council about this at the August 14, 2025, meeting, as there are some concepts to share.

Commissioner Frontero wanted to know whether more data is actually needed. It sounds like the City has enough data and work is being done to finalize some of the decisions. Director Ward pointed out that this is a 10-year plan that looks ahead. Having a consistent evaluation of where vehicles are coming from and the number that needs to be captured is important. She likes the idea of language that references an ongoing analysis. Commissioner Frontero believed there was support to continually measure the data and make adjustments accordingly. 2A.5 could be adjusted to be more flexible.

Ms. Vyas reviewed other strategies listed in the Transportation section. Strategy 2B is about building on planning efforts that have already been done, such as Park City Forward and the Short-Range Transit Plan. This could be done by implementing more transit signal priority, increasing transit frequencies, partnering with regional agencies, figuring out ways

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to have more direct service between Park City and the airport, dedicated transit lanes, modernizing the transit fleet through electrification, having parking permits, updating the mobile app, and so on. It is also possible to track how the Transit to Trails program is going to continually evaluate the effectiveness. The feasibility of a gondola can be evaluated as well as design guidelines for transit stops.

Strategy 2C has to do with the internal mobility hubs that are on the Node Types Map. Some possible actions include improving pedestrian and bicycle access from surrounding neighborhoods, providing real-time information for people using transit, placing mobility hubs in places where they are likely to perform well, and thinking about more bicycle shares, e-bikes, charging infrastructure, and other kinds of amenities, such as food trucks.

Ms. Vyas next discussed Traffic Management. Strategy 3A is to evaluate long-term congestion pricing or flex-lanes on SR-224 and SR-248. She asked for Commissioner feedback on this. Commissioner Frontero stated that a flex-lane would be a last resort and would be a low priority for him. Commissioner Johnson asked if there is support for the way the language is currently written, which is about evaluating this. Planner Campobasso reported that as part of the Recreate 248 Study, the option of transit flex-lanes has been explored. The main benefit would be the reduction of impacts. There is nothing in the draft document that specifies where flex-lanes would be located, so there is flexibility provided. Ms. Vyas asked if there is comfort with the language. She noted that it could be changed to refer to a "transit flex-lane." Commissioner Frontero expressed support for exploring the concept itself. Commissioner Sigg is also comfortable continuing to explore this, but pointed out that Park City is not the ultimate decision maker on this. Ms. Vyas noted that there is language that mentions exploring coordination with Utah Department of Transportation ("UDOT").

Ms. Vyas read the language for 3A.2, which is to explore the feasibility of congestion pricing and other policy tools. There are complementary tools included in the document to discourage people from driving and encourage them to use transit. While nothing is being committed to here, the feasibility of congestion pricing is proposed to be explored. Strategy 3B is about using pricing, mode shifts, and land use policies to manage congestion. Some of the actions associated with that include updating the Zoning Districts to encourage more mixed-use, bringing different services closer together, and requiring major event organizers to provide regional transit and shuttle services.

Strategy 3C is related to smart traffic management tools. Some examples are working with resort partners to expand real-time transit information and signal timing improvements. Strategy 3D is about having more policies in the City that encourage people to do something other than drive around by themselves. That could be part of broader zoning efforts that incorporate trip reduction strategies, shared parking, providing carpooling and vanpooling incentives, or requiring major employers to hire a Transportation Demand Management ("TDM") Coordinator. Other actions include continuing to have clear policies for new development about trip reduction strategies, and reducing parking. It is also possible to

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evaluate the effectiveness of the Ride On Park City program and find opportunities to celebrate employers implementing TDM strategies.

Ms. Vyas discussed Strategy 3E, which is to reduce wildlife-vehicle collisions. The actions include better streetlights, better barriers, more coordination with UDOT, mowing and maintaining roadway shoulders, and more of the reflective silhouettes. She asked if there are any Commissioner comments about this section. Chair Van Dine referenced the language about installing streetlights along high crash corridors. She pointed out that there are Dark Skies initiatives, so that should be taken into consideration somehow. The language could be amended to state: "…while maintaining Dark Skies compliance."

Commissioner Sigg mentioned 3C.1 and the real-time travel information. He thinks there must be coordination, because there are multiple resort partners. The initiatives to mitigate traffic and congestion might not be in alignment with the pro-business initiatives that some of the partners have. There have been instances in the past where there was a level of misinformation, which he wants to avoid. The information should be centralized and not handled by one resort partner, so there is no bias.

Parking was discussed. Ms. Vyas reported that Strategy 4A is about using parking pricing and policy updates to support mode shift goals, reduce vehicle congestion, and prioritize access for residents and high-occupancy travel. Some of the actions listed include partnering with the resorts to increase the parking reservation systems and reduce single-occupancy vehicles and integrating the capture lot concept with ski resort service. Other actions include updating the LMC to define the maximum parking that can be built, more partnerships with private developments to mitigate impacts on local residents, updating the Parking Code to prohibit the leasing of parking spaces for uses other than those intended for the development, more options to support residents or employees that might need a parking discount or permit, and eliminating excess surface parking lots. Strategy 4B is related to the ongoing implementation of bicycle parking requirements.

Commissioner Frontero stated that the two resorts are the largest employers, bringing in hundreds of employees per day. He would like the General Plan to include language about encouraging employers to bring employees in outside of single-occupancy vehicles. One relatively simple way to address the congestion problem is to encourage employers of the resorts to bring their employees in on shuttles and buses instead. Ms. Vyas pointed out that there is likely a space in the code where a bonus or incentive can be added to encourage resorts to provide that kind of service. Director Ward reported that there is currently a draft code related to Bonanza Park, and it looks at existing property owners with excess parking spaces being able to transform that to a better use. Something similar could be explored or added to 4A.1 related to employees. Ms. Vyas wondered whether it would also be appropriate to add something in the Transit section about incentivizing the provision of employer-based shuttles through changes to the code.

Commissioner Sigg acknowledged that the resorts bring in a lot of employees. However, he has noticed a lot of single-occupant pick-up trucks. Contractors often make decisions to do

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business in Park City. There could be something included in the Building Permit process where the contractor is required to create a Transportation Plan that is enforced. It can look at how the different employees will reach the site without driving separately. Ms. Vyas referenced 3D.2, which is to provide carpooling and vanpooling incentives for commuters, including construction teams. The document recognizes that this is impactful. It is possible to work on that language so it is more action-oriented.

Commissioner Tilson referenced 4A.1. He believes the language of further increasing parking pricing might be too prescriptive, especially since local residents will be reading this document and will likely disagree with that statement. If it is less prescriptive, then it might be more flexible and forgiving to locals. Commissioner Johnson agreed with that. Ms. Vyas pointed out that the pricing is an effective tool. It seems the concern is that locals will feel that they are being priced out. Commissioner Johnson thought it made sense to include more flexibility in the language that is included in the General Plan.

Commissioner Sigg reported that charging for parking is a profit center for partners. With capture lots, it is possible to intercept that revenue. For instance, if the capture lot had a parking rate of $10 while the resort parking lot had a parking rate of $20. By not having these capture lots, there is a lot of revenue that is going directly to the partners instead. Commissioner Sigg stressed the importance of changing behavior. Ms. Vyas believes it is best to look at the different strategies and actions as a package of ideas. Many tools can be used to start to address the existing issues in the community. There was additional discussion about 4A.1. Commissioner Johnson feels that, as currently drafted, it is too prescriptive to include in a 10-year plan. Ms. Vyas suggested amended language so it mentions addressing the effectiveness of paid parking programs.

Ms. Vyas next reviewed the item to Preserve Park City's Small Town Feel. Strategy 5A is about continuing to make places safe, walkable, and less vehicle dependent. It talks about converting Main Street into a pedestrian and transit-only area during peak seasons and weekends, preserving space for transit and emergency vehicles, working with downtown businesses to ensure sufficient parking and freight access, and enforcing e-bike regulations for safety purposes. In Strategy 5B, the focus is on continuing to expand and implement traffic calming initiatives through the Neighborhoods First Streets Program. Actions include traffic calming measures, reducing street parking in certain areas, continuing to support ideas from residents, adopting design guidelines for traffic calming, and combining traffic calming initiatives with pavement maintenance projects.

For Walkable and Bikeable Neighborhoods, there are proposed actions to consider, such as reallocating select on-street parking to add sidewalks or pathways and to support more trail and path connections. Some actions related to winter maintenance are to prioritize snow removal on designated walking and bicycle routes, updating the codes to require removal of snow on trails and sidewalks that are on private property, expanding the winter maintenance fleet so there are more compact vehicles for sidewalks and protected bikeways, and the possibility of a heated sidewalk network. Strategy 6C has to do with crossings. The actions include more high-visibility crosswalks and refuge islands, adopting a Vision Zero policy to

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work towards improving safety across all Park City roadways, evaluating additional grade-separated crossings, updating the Complete Streets Policy, and coordinating with Summit County to expand the bikeshare system.

Chair Van Dine asked if a heated walkway aligns with the environmental plans. She feels that it might be conflicting with the overall goals for Park City. Director Ward offered to look into this further and be prepared to address that when the Sustainability language is discussed at the July 23, 2025, Planning Commission Meeting. Chair Van Dine suggested that the Commission take a five-minute break after the Transportation review.

Ms. Vyas next discussed Special Events and explained that the intention is to be forward-thinking in transportation improvements. Strategy 7A talks about the preparation for the 2034 Olympic Games, not only designing for the games, but to set Park City up for success in 2034 and beyond. The final Transportation item is for Emergency Planning, which talks about updating evacuation plans and communication with the public.

The Planning Commission took a five-minute break before continuing the discussion.

Following the break, Commission Tilson commented on the Vision Statement, which referenced innovation. He finds that the Transportation section does not have enough innovative and technology-forward strategies within in for the next 10 years. For example, there is nothing about autonomous vehicles, drone deliveries, or different kinds of transportation methods that are starting to emerge. If the Vision Statement mentions innovation, he feels the City needs to at least continuously monitor the new technologies. Ms. Vyas appreciated his comment and stated that some additions can be made.

Commissioner Sigg shared a comment about the Transportation section. He asked if there is a way to keep the same efficiency yet scale down the mass of the transportation. By that, he means the sizing of the buses. He has been to other ski towns that use smaller-format buses. It might be possible to make a statement about scale in the document. While he still wants the efficiency of transportation, it might also be worthwhile to look at scale. Ms. Vyas stated that this might be something to explore with the transit group. She pointed out that maintenance facilities are typically designed for a certain type of vehicle. There could be some unintended costs associated with a turnover of the vehicles. Commissioner Sigg clarified that he is not advocating for turning over the entire fleet, but to consider different-sized buses in certain areas based on the needs. Ms. Vyas reminded the Commission that High Valley Transit focuses on the micro-transit model.

Ms. Stuck shared the Land Use Node Types Map with the Planning Commission. The Land Use Node Types Map is a little bit different than a typical Future Land Use Map. There are five Land Use Node Types with three in the Quinn's Junction section:

- Quinn's Junction Community Mixed-Use Node;
- Quinn's Junction Mobility Hub;
- Quinn's Junction Institutional Hub;

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- Bonanza Park Mobility Hubs/Corridor Infill;
- Resort Center Mobility Hub/Corridor Infill; and
- Old Town Infill.

The Neighborhood Mobility Hubs were pointed out on the Land Use Node Types Map. Ms. Stuck reported that the Land Use Node Types are shown over the current zoning map. Commissioner Johnson asked if it is appropriate to have a node that is outside of City limits. Ms. Stuck explained that the team would like to receive direction on that. Commissioner Johnson did not believe it was appropriate to show anything outside of the limits, because otherwise, the map might need to be broadened to show other nodes as well. Chair Van Dine agrees that it makes sense to limit what is shown to the City limits.

Commissioner Frontero asked if Studio Crossing is within City limits, which was confirmed. Director Ward explained that the nodes are based on general neighborhoods. She pointed out the area with Studio Crossing and explained that the Quinn's Junction Mobility Hub is shown close to that. Commissioner Frontero addressed the earlier comments about a node outside of the City limits. He asked what most cities tend to do. Ms. Garrow reported that it varies from place to place. This map reflects what has been heard throughout the community engagement. The reason these are circles on a map is that it is not parcel-based. Some Future Land Use Maps are parcel-based and specific, but for Park City, the intention is to be more general so there is flexibility.

Ms. Stuck noted that annexation is something that has been considered, given that this is a 10-year tool. In some other cities, there are potential future annexation areas shown. Commissioner Sigg noted that since this particular map is not parcel specific, it is possible to expand the circle slightly to include more of the potential area. Additional discussions were had about the circles shown on the map and the most appropriate placement.

Commissioner Johnson asked about the Old Town Infill item and wondered why there is not an Old Town Mobility Hub node type. Ms. Stuck explained that it is because there is already a transit hub in Old Town. As a result, the focus is on potential infill and surface parking lots. There is already a mobility core in Old Town with the existing transit center. Commissioner Johnson cannot think of a lot of places in Old Town where there could be infill. Director Ward asked that the Old Town Infill description be reviewed, which states:

- F: Old Town Infill: This node focuses on residential infill in underutilized surface-level parking lots that have been identified as potential redevelopment opportunities and could be re-purposed to bring workforce into Old Town while preserving the Historic Main Street character and scale.

Commissioner Johnson thought it made sense to reduce the size of the circle shown on the map for Old Town Infill. He believes the infill should be deemphasized in the Old Town area where historic preservation is most important. Other Commissioners agreed. Ms. Stuck confirmed that it is possible to reduce the size of that circle on the map. The Commission further discussed the Quinn's Junction area and the City boundary. Commissioner Johnson

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referenced the orange circle on the other side of the highway. It was suggested that it be slid over slightly so all of the circles are within City boundaries. Commissioner Sigg and Commissioner Tilson agreed that everything should be within the boundaries. Ms. Stuck confirmed that some adjustments can be made to the map.

Ms. Garrow reported that the next portion of the discussion will focus on Community Character. There are five focus areas for Community Character, which are as follows:

- C1: Small Town Feel;
- C2: Sense of Community;
- C3: Land Use Growth;
- C4: Technology;
- C5: Historic Preservation.

Ms. Garrow explained that for the Community Character section, there is an introduction as well as some key pieces related to community feedback. The Small Town Feel focus area was discussed. There are a number of different strategies, such as Strategy 1A to maintain the existing road network and limit road width expansions for additional travel lanes. Strategy 1B has to do with year-round and long-term resilience of the economy. The action items listed focus on assisting small businesses and local businesses. For example, streamlining the application process and focusing on Shop Local campaigns.

Strategy 1C is focused on small-scale compatible commercial infill. The intention is not to have infill everywhere in Park City, but target it to areas that are tied to the transportation improvements. The actions look at items such as ground floor activation requirements, parking minimums, streamlined permitting for locally serving commercial uses, and economic development programs. Strategy 1D looks at walkability through an improved pedestrian-friendly environment. The actions consider how to create connections in the pedestrian network and remove some of the existing gaps. There are also action items about ADA-compliant sidewalks and fostering live-work opportunities.

Strategy 1E has to do with supporting the continued success of the multi-seasonal tourism economy while preserving the community character. Some of the actions have to do with supporting existing workforce housing programs and focusing on green technology in appropriate areas. Strategy 1F is about prioritizing high-quality design within development. Some of the actions are to identify the key design elements. Ms. Garrow asked if there are questions about C1: Small Town Feel. Commissioner Johnson referenced 1C.1 and noted that it links back to his concerns about the Old Town node. As for 1D.1, he would like to see that be more action-oriented. Chair Van Dine suggested referencing the Active Transportation Plan or something similar so it is more actionable.

Chair Van Dine referenced 1E.1 and asked if there is an issue referencing the Park City Chamber of Commerce specifically. Ms. Garrow reported that the Sustainable Tourism Plan is mentioned here and in the Sustainability chapter. It is one of the only plans that is specifically referenced from one of the City partners. While it has been endorsed by the City

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through a Council action, there have been discussions about removing the reference so there is no confusion. It is anticipated that the reference will be taken out.

Ms. Garrow next reviewed C2: Sense of Community. Strategy 2A is focused on protecting Park City's character and unique sense of place. Strategy 2B has to do with context-sensitive design requirements. There are actions for connectivity from a transportation and trails perspective. Strategy 2C relates to planning for all groups within the community. There are actions dedicated to community engagement, working with other local governments and community partners, and studying the needs of an aging community.

Strategy 2D calls out easy access to trails and recreation. Strategy 2E is focused on continuing to support arts and culture by incorporating that into the public realm. Some of the actions include incentivizing public art as part of developments and looking at public festivals. 2E.9 is specific and mentions a potential amphitheater or other type of facility for live music events. Ms. Garrow next discussed C3: Land Use and Growth. Strategy 3A relates to protecting open space, discouraging sprawl, and directing growth inward. This addresses infill and makes sure that development is consistent with natural areas. Some of the action items were reviewed, including one that talks about best practices as far as allowing accessory apartments. Strategy 3B is focused on walkable mixed-use nodes, so there are some references to the Node Types Map within the action items.

Strategy 3C focuses on potential station area planning around future Bus Rapid Transit ("BRT") stops. Ms. Garrow discussed Strategy 3D, which is related to different housing typologies. The action items have to do with context-sensitive infill within residential and commercial zones. There is also an item about the diversity of jobs to provide greater economic stability and new opportunities for employment in Park City. Strategy 3E is specific to preparing for the 2034 Olympic Games and beyond. Ms. Garrow asked for comments on C3. Commissioner Johnson mentioned 3A.7 and wondered whether "natural resources" could be added there. Ms. Garrow reported that other chapters will be reviewed on July 23, 2025, that are connected to this topic.

C4: Technology was reviewed with the Commission. Ms. Garrow explained that this is a short section, but it is important. Strategy 4A is about supporting the integration of Smart City Infrastructure and technology that supports energy efficiency and renewables. Commissioner Tilson expressed support for this section. This is an example of what he felt was missing from the Transportation section of the document.

Ms. Garrow next reviewed C5: Historic Preservation. She reported that the team has met several times with the Historic Preservation Board to receive feedback, and feedback has been incorporated. Strategy 5A is about developing a clear understanding of the ski era resources in Park City. Strategy 5B has to do with the Olympic host legacy and Strategy 5C is focused on continuing to document mining era resources. Strategy 5D has to do with community engagement and historic preservation. For instance, working with the community to share stories and stressing the importance of historic preservation.

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Strategy 5E is to provide access to historic preservation best practices and Strategy 5F has additional pieces related to education of the community, but also thinks about visitors. Strategy 5G is focused on collaboration and partnerships with the Park City Museum, Utah Historical Society, and other partners to tell the story of less well-known aspects of the history in Park City. Ms. Garrow reported that Strategy 5H is about the adaptive re-use of historic buildings through incentives. Strategy 5I considers incentives the City can offer to support the preservation of the documented historic resources associated with the ski era. Some specific incentives and ideas are included within the action items.

Strategy 5J is focused on collaboration, particularly with Friends of Ski Mountain Mining History and the ski resorts to celebrate the mining and skiing heritage. Strategy 5K is focused on proactively working to protect the historic mining sites and structures from both physical and environmental damage. Ms. Garrow reported that Strategy 5L is about integrating historic preservation into the community. For example, awareness campaigns and tracking mechanisms. Strategy 5M relates to protection from wildfire damage.

Ms. Garrow reported that Strategies 5N through 5Q are focused on some of the design pieces, development pieces, and LMC. She asked Commissioners to share comments about the Historic Preservation chapter. Discussions were had about 5I.3. Director Ward explained that there are over 400 Landmark and Significant Sites that date back to the mining era, but do not comply with the current code. A lot are built across property lines or are taller than what is allowed in the zone. Through the LMC, there are exceptions to be rehabilitated. A lot of these sites do not have parking, which is one of the exceptions for the mining era sites. Ski era sites might need some more incentives. Director Ward asked to review 5N.1. She clarified that there was an update made to that item after the Historic Preservation Board discussion. The language includes “in key historic districts.”

Chair Van Dine opened the public hearing. There were no comments. The public hearing was continued to the Planning Commission Meeting on July 23, 2025.

MOTION: Commissioner Frontero moved to CONTINUE the Draft Recommendations for the Updated General Plan and the Public Hearing to the Planning Commission Meeting on July 23, 2025. The motion was seconded by Commissioner Tilson. The motion passed with the unanimous consent of the Commission.

7. ADJOURNMENT

MOTION: Commissioner Frontero moved to ADJOURN. There was no second. The motion passed with the unanimous consent of the Commission.

The meeting adjourned at approximately 8:39 p.m.

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1885 Lower Iron Horse Loop

Zone Change Request

BACKGROUND

- Estate to Light Industrial



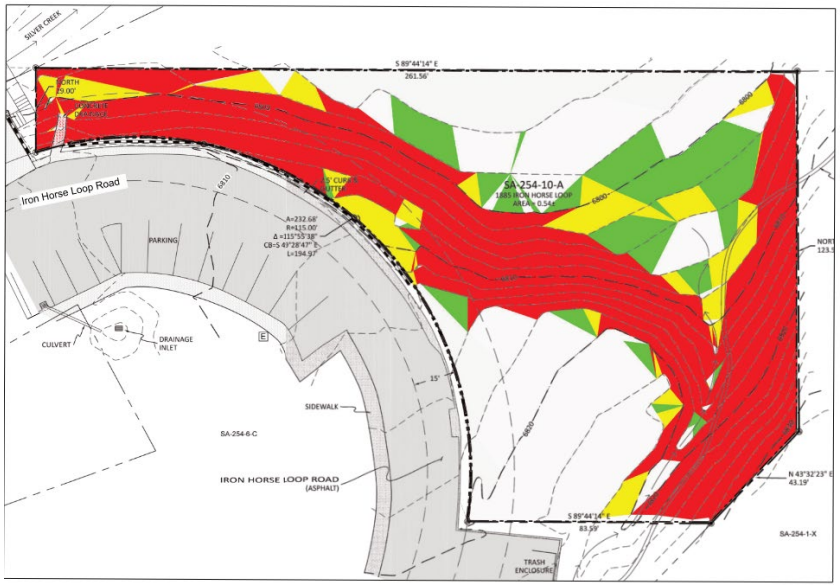
BACKGROUND

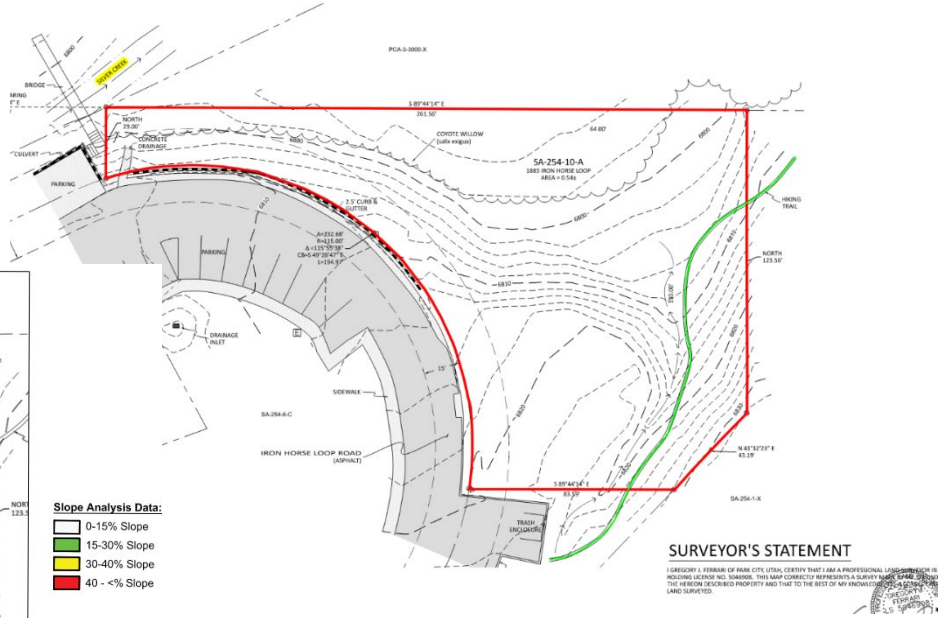
- 2002 Pre-MPD, 192 Units



BACKGROUND

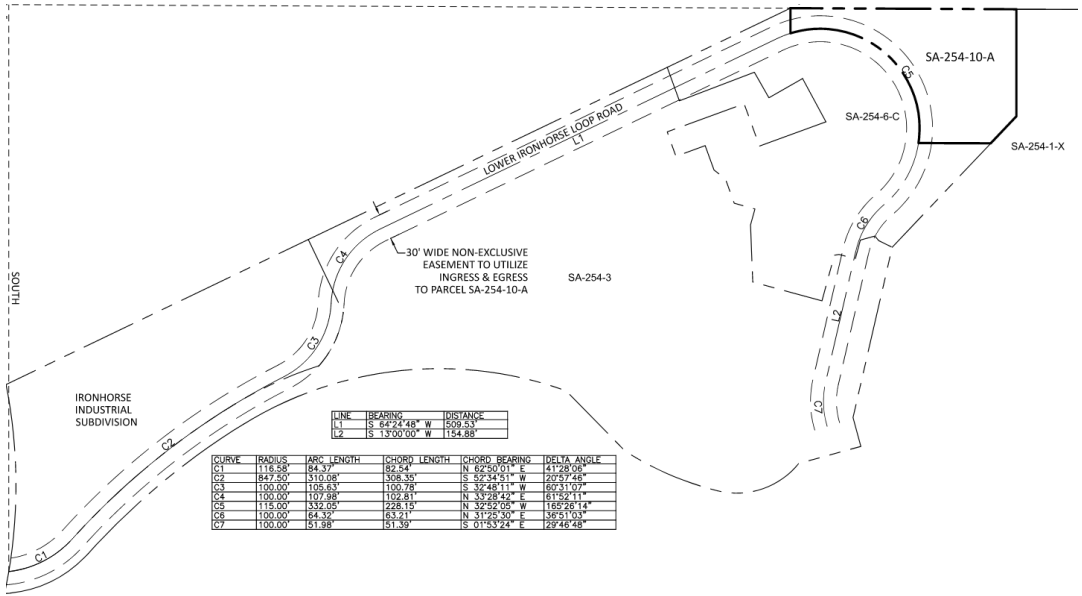
- Steep Slopes Present





BACKGROUND

- Proposed access



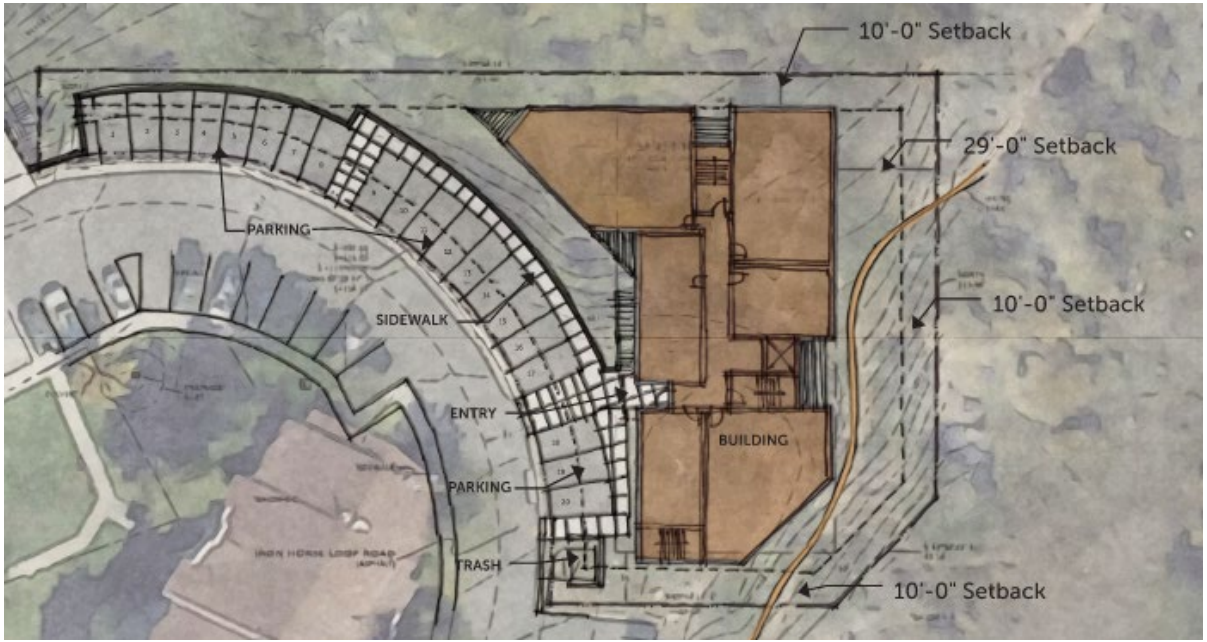
LINE	BEARING	DISTANCE
L1	S 64°24'48" W	509.53'
L2	S 13°00'00" W	154.88'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	116.58'	84.37'	82.54'	N 62°30'01" E	41°28'06"
C2	847.50'	310.08'	308.35'	S 52°34'51" W	20°57'46"
C3	100.00'	105.63'	100.78'	S 32°48'11" W	60°31'07"
C4	100.00'	107.98'	102.81'	N 33°28'42" E	61°52'11"
C5	115.00'	332.05'	228.15'	N 32°52'05" W	165°26'14"
C6	100.00'	64.32'	63.21'	N 31°25'30" E	36°51'03"
C7	100.00'	51.98'	51.39'	S 01°53'24" E	29°46'48"

30' WIDE INGRESS & EGRESS EASEMENT EXHIBIT

Proposal

- 23 Units, AMPD



Proposal

- 23 Units, AMPD



Analysis

- Affordability RUEs
- Access needs to be clarified
- The Park City Fire District requirements
- Setback determination from Silver Creek
- Designated floodplain
- Construction is proposed on Very Steep Slopes
- Parking

Work Session

- Planning Commission input on additional information needed to conduct a public hearing and forward a recommendation to the City Council on the Applicant's requested rezone

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COMMUNITY ROOM
PARK CITY LIBRARY
JULY 23, 2025

COMMISSIONERS IN ATTENDANCE: Chair Christin Van Dine, John Frontero, Bill Johnson, Henry Sigg, Grant Tilson, Seth Beal

EX OFFICIO: Rebecca Ward, Planning Director; Virgil Lund, Planner II; Mark Harrington, Senior City Attorney; Alec Barton, Senior Planner; Elissa Martin, Planning Project Manager

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1. ROLL CALL

Chair Christin Van Dine called the Planning Commission Meeting to order at 6:00 p.m. She explained that the meeting is taking place in the Community Room of the Park City Library. There was a site visit held for multiple applications ahead of the Planning Commission Meeting. All Commissioners are present with the exception of Commissioner Rick Shand. Chair Van Dine welcomed Commissioner Seth Beal.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from June 25, 2025.

There was discussion about the Meeting Minutes. Commissioner Bill Johnson referenced the first paragraph of Page 3 and noted that the word “plate” should be “plat” instead.

MOTION: Commissioner Sigg moved to APPROVE the Meeting Minutes from June 25, 2025, as amended. The motion was seconded by Commissioner Frontero. The motion passed unanimously with one abstention. Commissioner Beal abstained from the vote.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward, reminded those present that the Draft General Plan is available on the project website, www.engageparkcity.org. A questionnaire is available where community members can provide input, which will be open until July 31, 2025.

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Chair Van Dine reminded those present that public comments are limited to three minutes. She asked that all comments be related to the agenda item being discussed.

4. PUBLIC COMMUNICATIONS

There were no public communications.

5. CONTINUATION

A. 301 Marsac Avenue - Plat Amendment - The Applicant Proposes Creating a 3,750-Square-Foot Lot to Construct a New Single-Family Dwelling on Very Steep Slopes in the Historic Residential - 1 Zoning District. PL-23-05947.

MOTION: Commissioner Frontero moved to CONTINUE the Plat Amendment for 301 Marsac Avenue and the Public Hearing to the August 13, 2025, Planning Commission Meeting. The motion was seconded by Commissioner Johnson. The motion passed with the unanimous consent of the Commission.

6. REGULAR AGENDA

A. General Plan - The Planning Commission Will Review and Provide Input on the Draft Recommendations for the Updated General Plan. For Project Information, Please Visit www.engageparkcity.org/generalplan. PL-24-06358.

Director Ward reported that there will be additional information about the General Plan shared with the Planning Commission. Jessica Garrow and Marianne Stuck from Design Workshop are present. Callie New from WSP is also attending the meeting. Ms. Garrow explained that the presentation will focus on the Moderate Housing, Water and Open Space Preservation, and Sustainability chapters of the General Plan. She noted that there will be a brief project overview and a review of some adjustments to the plan format.

Ms. Garrow reminded those present that the project has been underway for just over a year. There is excitement to be in the final phases of review for the Draft General Plan. Currently, the third engagement window is in progress. There is a community survey that is open and available on the City website so community members can provide comments. That will remain open until the end of this month. Ms. Garrow reviewed the process that has taken place so far. This is the second Planning Commission Meeting held in July, which is focused on the Draft General Plan. There will be a second Joint Work Session between the Planning Commission and City Council in August. It is anticipated that the final adoption process will take place in September for the Commission and Council.

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The Vision Statement incorporates the various pieces of feedback that have been heard from the community. It is included in the Draft General Plan and is as follows:

- Park City is a mountain community that preserves our small-town feel, unique character and history, natural environment, open space, and world-class recreation. We advance multi-modal transportation and innovation for residents, workforce and visitors, while fostering thoughtful planning and land uses for balanced growth, today and for future generations.

The plan framework and structure are substantially similar, but Ms. Garrow reviewed some of the updates that have been made. In the Meeting Materials Packet, there is a draft version of the plan reorganization. That reorganization includes the key pieces that were discussed during the previous Joint Work Session and the previous Planning Commission Meeting. There has been some consolidation where certain information has been moved to the Appendix. In addition, some font sizes have been adjusted and some of the divider pages have been further consolidated. The Draft General Plan document is currently 77 pages. She shared example images of the plan structure for reference.

Ms. Garrow asked for feedback from the Commission about the overall framework and structure. After this meeting, document updates will be fully implemented ahead of the August and September meetings. Commissioner Johnson expressed support for the format. He appreciates the updates made and the information in the Appendix. Chair Van Dine agreed. It is clear that an effort was made to condense the information so it is easier to navigate. She appreciates the work done to improve the draft. Commissioner John Frontero echoed those comments and expressed support for the current version of the draft. It is more concise and makes it easier to review. He also likes the plan themes and the layout, as it makes the document stronger overall.

The first plan theme reviewed during the Planning Commission Meeting was Moderate Income Housing. The focus areas are Variety of Housing Options and Workforce Housing. Ms. Garrow explained that the original draft document is being used to share more detailed information with the Commission. There is an existing Moderate Income Housing Plan in the City and there was no desire to duplicate the work there, so the pieces within the General Plan are focused on the development of housing. Ms. Garrow reviewed the feedback provided. Housing is an important issue for the Park City community. Based on the results of the statistically valid survey, it is clear that different housing types are important to different demographics. For example, first-time homebuyer options are important to the 18 to 34-year-old demographic, while affordable housing is important to people who are earning less than $100,000 per year.

H1: Variety of Housing Options was reviewed. Ms. Garrow explained that this relates to incentivizing housing options for all residents, but the strategies are a little more specific. Strategy 1A has to do with providing a range of housing options at varying price levels. Some of the actions include 1A.1 to evaluate existing incentives for the construction of

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affordable and attainable housing. 1A.2 is to incentivize housing developments that provide a housing mix and incorporate senior living housing. 1A.3 is to evaluate the accessory apartment regulations to understand possible obstacles to development.

1A.4 is to evaluate allowing duplexes in single-family neighborhoods where it makes sense contextually. For instance, when there is proximity to transit and services. 1A.5 is to regularly evaluate the Affordable Master Planned Development ("AMPD") code. 1A.6 is to consider an accessory apartment toolkit that establishes pre-approved plans and evaluates the potential for pre-fabrication and a pilot program for installations. 1A.7 relates to the creation of an affordable housing toolkit and 1A.8 has to do with the evaluation of tiny homes as an appropriate housing typology in Quinn's Junction Mixed-Use Node, based on compatibility with scale and surrounding land uses.

Commissioner Henry Sigg asked for additional information about 1A.4, which relates to duplexes in single-family neighborhoods. He wanted to understand when that might be considered. Ms. Garrow explained that the language was drafted in a way that is open. There could be an evaluation of new projects as well as retrofit projects. Other communities are starting to look at whether duplexes might work in the context of a neighborhood based on the size and architectural character. The language in the draft plan does not state that duplexes should be allowed everywhere, but states that it is worth looking into further on a neighborhood-by-neighborhood basis. Commissioner Sigg pointed out that there would need to be a code rewrite to allow for that evaluation. He understands the General Plan is a long-term vision document and is not necessarily what will happen, but allowing an increased use like that would require a code rewrite.

Chair Van Dine pointed out that 1A.4 is not suggesting that duplexes be allowed in all single-family neighborhoods in the City. The language specifically references the context of compatibility. Director Ward noted that this could be prioritized for evaluation in the future. There would need to be outreach to neighborhoods and public hearings held to see if there are appropriate areas that are closer to transit and services. If this evaluation were prioritized in the future, there would need to be a lot of research conducted and outreach. As far as code modifications, an amendment would need to be reviewed at that time. Chair Van Dine likes the proposed language in 1A.4. This is one option that can be considered moving forward and is appropriate to evaluate as a long-term goal.

Commissioner Beal noticed that the actions listed in this section use words like "consider" and "evaluate." He asked if that is preferable to more defined action steps. Ms. Garrow reported that there are some areas where the plan is prescriptive about the next logical step, but there are also some areas that are broader. She pointed out that there is an existing Moderate Income Housing Plan that provides some direction. Strategy 1A includes some additional policies, programs, and code amendments to explore.

Commissioner Johnson stated that the language provides flexibility. If there is a desire to update the code, it is possible to look at what is included in the General Plan. Chair

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Van Dine explained that the General Plan is a useful document for the Planning Commission to reference when large projects come in. She clarified that the General Plan is not used to make decisions, but it is an important guiding document.

H2: Workforce Housing was reviewed. This section states that Park City will prioritize housing for 15% of the total workforce within the City boundary. Strategy 2A was shared, which is to continue to facilitate housing in the City and increase incentives for employment centers to incorporate workforce housing in new developments. Ms. Garrow reviewed some of the specific actions. 2A.1 is to implement resident-occupied deed restrictions to enable the workforce to live in the community. 2A.2 is to evaluate the current code regarding parking requirements for workforce housing development that is deed restricted and located within a ¼ mile walk of a transit stop that includes a sidewalk.

2A.3 relates to coordination with regional partners, resorts, and major employers to create workforce housing. 2A.4 is to expand the land banking program to include sites for workforce housing. 2A.5 is to regularly review the Land Management Code ("LMC") incentives for affordable housing to make sure they reflect the current market conditions.

Ms. Garrow reviewed the other action items in the section. 2A.6 is to work with private landowners, including resorts, to expand housing stock and typologies. 2A.7 is to create land use regulations for seasonal workforce housing typologies, such as single-room occupancy or dormitory-style projects. 2A.8 is to establish a strategic plan with local governments, businesses, and developers to build local expertise and share the risk and return for housing projects. She reported that 2A.9 involves working with other government or governmental entities on housing, such as the Park City School District, Park City Fire District, or Park City Hospital, to create essential worker housing. 2A.10 is to evaluate existing and pipeline developments, water and wastewater infrastructure, and traffic generation to determine where capacity exists for deed-restricted infill housing.

Commissioner Johnson asked whether the Housing Team is aligned with the language included in the Draft General Plan. It was clarified that the Housing Team has been involved in the process and has seen the language multiple times. Feedback was provided on prior versions, and there is comfort with what has been presented. Ms. Garrow confirmed that there have been a number of conversations with the Technical Advisory Committee, as well as some departmental conversations to make sure the General Plan is in alignment with the policies and goals that are in place.

Josh Palmer explained that he is with a consulting group called WSP. He shared information about the Water and Open Space Preservation plan theme. The focus areas are Water Preservation, Open Space Conservation, and Sensitive Lands. He explained that there will be some recommendations about continuing to support the efforts that have already been made. Some communities are starting from nothing, but that is not the case in Park City. The progress that has been made is impressive so far.

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Ms. Garrow reported that there was a lot of strong support from the community for sustainability and the preservation of natural areas. Those pieces have been incorporated into the plan. She explained that the Water and Open Space Preservation draft is something that has continued to be workshopped. There are redlines and notes in the draft version that incorporate comments from the meeting with Staff last week.

Mr. Palmer discussed W1: Water Preservation and explained that it relates to initiatives that result in water reduction and efficiency. Strategy 1A is to reduce water demand and protect water supply through collaboration, education, and technology. He reviewed the different actions listed, including 1A.1, which is to incentivize water efficiency improvements in existing developments through rebates for turf replacement, smart irrigation controllers, or water audits. 1A.2 is to encourage remodels and conversions of outdoor spaces to adopt water-efficient landscaping. Mr. Palmer explained that he is not against grass when it has a use, but sometimes, it is in a place that does not make sense.

1A.3 is to continue updating land use regulations to consider water-wise landscaping. Mr. Palmer pointed out that a lot of the language focuses on what is happening outdoors. This is because the average Utahn uses 3,000 gallons of water every time they water their lawn. 1A.4 is to incentivize water-wise development. For example, combining ordinances and incentives to encourage better water-wise landscaping and best practices for both existing and new development. 1A.5 is about supporting conservation initiatives: pricing tools, leak detection, place-based data measurements, and water-wise policies.

Mr. Palmer reported that 1A.6 is to evaluate site-level water demand during development approval processes, particularly for outdoor water use. 1A.7 is to incorporate water efficiency standards for landscaping. 1A.8 is about partnering with programs like Localscapes and Utah Water Ways to amplify water conservation messaging and the adoption of sustainable landscaping practices. These are newer organizations that take a different approach and have new funding sources. Localscapes is interesting because there is not a conservation-first approach taken from a messaging standpoint, but an aesthetics approach taken. This has been effective. Change has been driven by the aesthetics of water-wise landscapes. There have been discussions with the leaders of these programs and there is a willingness to work with Park City. 1A.9 is to explore tiered water pricing strategies to incentivize efficient use and reduce wasteful consumption.

Commissioner Johnson asked why 1A.10 and 1A.11 have been crossed out in the version of the document shown. Mr. Palmer explained that those are items that are happening with an outside group already. As a result, those are not seen as plan priorities.

Strategy 1B was reviewed, which is to protect and improve water quality through a holistic and collaborative approach. The action items include 1B.1, which is to safeguard water delivery systems from wildfire threats by installing fire-resistant materials, establishing defensible space around key infrastructure, and incorporating green infrastructure and water infiltration practices. 1B.2 is to monitor and evaluate PFAS levels in groundwater

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wells and assess the feasibility of treatment options. 1B.3 is to continue to work with ski industry partners to proactively manage and mitigate emerging contaminants, like PFAS, through treatment and dilution strategies. 1B.4 is to evaluate the risks associated with artificial turf, particularly its contribution to microplastics and PFAS contamination.

Mr. Palmer discussed Strategy 1C, which is to continue to maintain water infrastructure in a state of good repair. The associated actions include 1C.1, which is related to an Asset Management Plan to anticipate the needs and budget for an aging infrastructure system. He explained that the replacement approach should not simply be to fix pipes once they break. That is a reactive approach and the intention is to be proactive. 1C.2 is to identify water infrastructure investments that align with the 2034 Olympic Games planning. Mr. Palmer reported that action 1C.3 is to coordinate with other departments to align water infrastructure upgrades with other capital projects.

Commissioner Johnson asked if the development and implementation of a 20-year Asset Management Plan has been removed because there is already an Asset Management Plan in place. This was confirmed. Commissioners expressed support for this section.

W2: Open Space Conservation was reviewed. This states that Park City will implement plans and policies to protect and restore natural environments. Callie New from WSP introduced herself to the Commission and reviewed the information in this section. The Open Space Conservation chapter is focused on three different elements: maintaining and preserving sensitive lands, acquiring new lands as open space, and adding and enhancing natural features, specifically within the built environment or urbanized area.

Strategy 2A has to do with protecting and enhancing natural environments. Actions include 2A.1, which is to continue to support policies that protect, rehabilitate, and maintain wetlands, riparian zones, and other natural areas to enhance their ability to filter pollutants, provide habitat for wildlife, and store water. 2A.2 is to create and adopt a Natural Resource Management Plan for public open space to balance human use with ecosystem health and protection of biodiversity. Natural resource plans should address best practices for urban environments, including, but not limited to, erosion and invasive species. 2A.3 is to develop additional carbon sequestration projects, such as open space conservation, carbon-sequestering vegetation growth, and biochar application.

Ms. New reviewed Strategy 2B, which is to continue conservation efforts to increase the land preserved as open space. She discussed the different actions. 2B.1 is to utilize the 2025 Park City General Plan's conservation analysis layer to create a matrix to prioritize open space acquisitions based on existing environmental conditions and community values, including ecosystem health, sensitive lands, wildlife corridors, viewsheds, and recreation. 2B.2 is to continue to use restrictive covenants such as deed restrictions and conservation easements to protect and expand open space values. Action 2B.3 is to continue to allocate annual dedicated public funds to ongoing open space acquisitions to maintain key ecological resources, wildlife habitat, and/or mitigation corridors.

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2B.4 is to evaluate increase opportunities for preservation of open space through comprehensive updates to the Transfer of Development Rights (“TDR”) sending zones and identify appropriate areas for increased density within receiving zones. 2B.5 is to establish land stewardship education and incentive programs for private landowners with property dedication as open space. Ms. New discussed Strategy 2C, which is to support efforts that maintain, add, and/or enhance natural features within urbanized areas to reduce the heat island effect and improve access to green space for residents and visitors.

2C.1 is to complete and implement a Forestry Plan to develop, maintain, and protect the City's tree canopy. 2C.2 is to evaluate areas outside of the Sensitive Land Overlay ("SLO") to determine whether additional land use regulations are needed to protect the City's natural resources. Some potential regulations are outlined and could include:

- Setbacks from water resources such as streams and wetlands based on best practices (e.g., 50 to 500 feet) and an evaluation of the water resource;
- Compatible uses that do not impact flooding or water quality in areas adjacent to streams and wetlands; and
- Steep slope management during development that prevents adverse effects (e.g., erosion). Consider establishing a Steep Slope Conditional Use Permit ("SSCUP") for construction on lots with slopes of 30% or greater for properties that are outside of the Historic Districts.

Ms. New reviewed 2C.3, which is to update land use regulations related to the impermeable surface area of lots to ensure proper drainage, hydrology, and mitigation of the heat island effect. 2C.4 is to encourage improvements to stream corridors, such as stream restoration, streambank stabilization, and/or restoration of riparian buffer areas, to enhance a range of benefits such as, but not limited to wildlife corridor and breeding and foraging habit improvements, water quality improvements, reduction of heat island effect, a more resilient flood zone, and a reduction in peak flow that reduces infrastructure erosion and flooding potential. She asked for Commission feedback on this section.

Commissioner Frontero referenced 2A.2, which is to create and adopt a Natural Resource Management Plan. He asked how involved that plan would be. He assumes that other communities have that kind of plan in place, but he wondered who would create that in Park City. Ms. New imagined there would be a partnership between different departments. Plans range in scale depending on the level of detail, so it could be something that is high-level and sets objectives for the management of natural resources. Alternatively, it could include specific policies depending on what the City is looking for. It is possible to provide examples from other communities, if desired by the Commission.

Commissioner Frontero asked what a Forestry Plan would look like, as mentioned in 2C.1. Ms. New explained that the Forestry Plan is focused on taking inventory of the tree

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resources within the community. The Forestry Plan would essentially take stock of the existing conditions, identify challenging areas, and consider potential opportunities to grow the forest canopy, as appropriate. Commissioner Frontero pointed out that the draft suggests the creation of two different plans. He referenced the necessary Staff time.

Commissioner Johnson noted that there was a request for proposal ("RFP") out for a Forestry Plan, but he does not know whether a consultant was chosen. It is possible to handle the work in-house or hire consultants to do that work. Director Ward reminded the Commission that the actions being shown will be shifted to the Appendix section of this document. These actions are recommendations and are not required to be pursued. Based on feedback from the Joint Work Session, there will be an annual review and prioritization process that takes place. Actions can move forward as they are prioritized. Currently, there is no adopted Forestry Plan or an updated Natural Resource Management Plan. Commissioner Johnson thought those plans would be good to have.

Commissioner Johnson asked if Commissioner Frontero is uncomfortable with the suggestion that there be more plans created. Commissioner Frontero explained that he would prefer action. However, he understands that plans can lead to action. While he is not opposed to these plans, it is important to think about the resources it will take to create them and what the outcomes will be. Chair Van Dine acknowledged that not everything in the General Plan will be accomplished, but it provides direction. She understands the concerns expressed by Commissioner Frontero, because the draft document does mention the creation of several different plans, but those plans could be useful to have.

Commissioner Sigg understands both perspectives. He does not want to create a lot of plans that do not have action components to them, but on the other hand, certain plans can be used to benchmark conditions. Commissioner Frontero asked what would happen if the General Plan was reviewed in five years and neither of the referenced plans have been created. Chair Van Dine does not believe that would be considered a failure, because the priorities will be discussed annually and certain items will become the focus. Commissioner Frontero is fine leaving the mentions of the plans in the document, but asked Commissioners to consider the number of plans that are being recommended.

Ms. New reviewed 2C.5, which is to encourage local agriculture through the adoption of standards for community gardens and support structures within neighborhoods and public common areas. She next discussed W3: Sensitive Lands. This states that Park City will maintain natural ecosystems that support wildlife health. Strategy 3A is intended to support the maintenance and preservation of sensitive lands, including wildlife corridors.

The actions for Strategy 3A were shared. 3A.1 is to update the boundary and regulations of the SLO of the LMC to reflect best practices for ridgeline protection, mitigation on steep slopes, wetland and stream setbacks, and wildlife corridors and habitat. 3A.2 is to utilize the findings of the Park City Natural Resource Inventory study to identify sensitive lands to be protected within the SLO. 3A.3 is to identify local and regional wildlife corridors with

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a protected area designation, establish buffer zones around these habitats to minimize human impact and maintain natural landscapes, and implement land use planning and zoning regulations that prioritize the preservation and connectivity of these corridors. Reevaluate local wildlife corridors every 10 years or so unless major changes in vegetation are present, which may necessitate more frequent evaluations.

3A.4 states that within Master Planned Developments ("MPD"), encourage development practices that minimize habitat fragmentation and maintain ecological connectivity (without increasing wildfire risk), such as cluster lot design tactics, wildlife-friendly fencing, reduction of fish barriers, and contiguous open space requirements. 3A.5 is to develop overland wildlife corridors for SR-224, SR-248, and US 40 to accommodate wildlife movement. Evaluate transportation improvement projects for potential conflicts with wildlife movements. Ms. New noted that some of the latter is already being done with the wildlife crossings. She next reviewed Strategy 3B, which is to collaborate with surrounding local governments, conservation organizations, and community members to ensure that sensitive land considerations are integrated into regional planning efforts.

The actions for Strategy 3B were reviewed. Ms. New reported that 3B.1 is to collaborate with Summit County, the Wasatch Front, and the Wasatch Back communities to identify and protect regional wildlife corridors and sensitive lands. 3B.2 is to collect and share data for the systems that have influences beyond municipal borders, including ecosystems, waterways, wildlife corridors, air quality, shared view corridors, open space, and scenic roadways. Incorporate findings into regional planning strategies. 3B.3 is to update the City's Annexation Policy Plan to expand the green buffer that surrounds the City and ensures that City-owned open space can be brought into the City boundary.

Strategy 3C is to continue to promote human health in areas affected by historic mining through comprehensive restoration programs. Ms. New reviewed the associated actions. 3C.1 is to continue to maintain environmental programs that embrace the City's responsibilities to protect public health and the environment as set forth in Park City's Soil Ordinance. 3C.2 is to continue efforts to mitigate and restore contaminated soils to reduce the City's liability and demonstrate compliance with Federal regulations. Ms. New explained that action item 3C.3 is to investigate the value and feasibility of designating portions of contaminated soils as the Brownfield District to potentially receive redevelopment planning assistance and the EPA Brownfields Grant for future redevelopment efforts.

The Sustainability plan theme was reviewed. Ms. New noted that Park City is a leader in sustainability, especially within mountain communities. Sustainability is something that community members felt was important. She reported that there are different focus areas: Environmental Leadership, Wildfires, Waste Reduction, and Energy Efficiency. Based on community feedback, preserving natural open space was a priority for 61% of respondents. Wildlife mitigation is another concern for Park City residents and was

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identified as a top priority by 55% of survey respondents. 35% of respondents identified trail development, as well as trailhead parking and neighborhood mitigations, as priorities.

S1: Environmental Leadership was reviewed. It states that Park City leads efforts for environmental sustainability through programs, collaboration, partnerships, and training. Ms. New reviewed Strategy 1A, which is to develop sustainability education and campaigns to increase awareness of existing opportunities related to energy efficiency, renewable generation, indoor air quality, and electrification measures. The actions include 1A.1, which is to advance education and partnership efforts that mitigate waste generation and GHG emissions, including second homes and nightly rentals. 1A.2 is to collaborate interdepartmentally to create and share resources for best practices in sustainable community development. 1A.3 is to use influence through the Olympic and Paralympic Games period to showcase Park City's climate innovations.

Strategy 1B is to develop sustainability programs to meet Park City's sustainability goals of full carbon neutrality by 2030 and 80% GHG reduction by 2050. The actions include 1B.1, which is to partner with organizations to provide energy reduction advisory services for residents and businesses. 1B.2 is to partner with utilities and the State to offer building operator training on energy management for larger businesses. 1B.3 is to examine and utilize green financing mechanisms to fund zero-emission infrastructure and grant assistance for residents and businesses to reduce their energy use and GHG emissions.

Strategy 1C is to develop a Climate Action and Resilience Plan and implement actions to further establish climate action efforts and environmental stewardship. Ms. New reviewed the actions. 1C.1 is to develop a tracking mechanism for goals, objectives, and strategies related to sustainability and resilience to record and communicate progress. 1C.2 is to join efforts with other local communities, such as Moab, as established in their Climate Action Plan, to advocate for higher-performance Building Code requirements Statewide.

1C.3 is to create a climate action awareness campaign to promote interdisciplinary sustainability-oriented habits that serve overall community resilience. 1C.4 is to improve and foster communication and education with residents and commercial property owners to promote sound environmental management practices and compliance requirements.

1C.5 is to engage in interdepartmental and interjurisdictional collaboration to create educational campaigns aiming to protect and improve ecosystems in Park City and the surrounding region. 1C.6 is to encourage City employees to keep current on training and best practices related to their functions within the City's environmental responsibilities, such as supporting involvement with industry groups. 1C.7 is to work with community partners and conservation groups, such as the Green Business Program, to increase the effectiveness of the City's practices supporting its mission of environmental stewardship.

Ms. New reviewed Strategy 1D, which is to coordinate with community groups, businesses, and resorts to establish and implement environmental standards and policies

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that promote sustainable tourism. She reported that a broad case study review was conducted of similar mountain communities, and there are references included in the action items. The first action is 1D.1, which is to collaborate with local resorts to introduce grooming vehicles and other machinery associated with recreation opportunities with reduced carbon emissions. See precedent example Avoriaz/Morzine, France.

1D.2 is to consult with resorts and other businesses to assess existing energy performance and emissions related to on-site buildings and operations. Additionally, work to plan for energy upgrades and community-scale efficiency and resiliency interventions. 1D.3 is to introduce a program, similar to the CopenPay Pilot Program, that incentivizes visitors to engage in activities and volunteer opportunities that encourage sustainable tourism habits. 1D.4 is to evaluate retroactive compliance requirements for outdoor lighting to protect the night sky. Ms. New reported that the action for 1D.5 is to continue to support Park City Chamber's Sustainable Tourism Plan for tourism reimagined.

Strategy 1E is to continue to promote soil health through comprehensive soil remediation actions and monitoring programs. The actions include 1E.1, which is to continue long-term monitoring programs to track soil health and ensure the effectiveness of remediation efforts. 1E.2 is to explore the value and feasibility of using phytoremediation tactics, which involve planting hyperaccumulator species that can absorb heavy metals and other pollutants from the soil, helping to clean and restore the soil over time. 1E.3 is for areas not intended for redevelopment. It is possible to advance planning efforts to recontour and revegetate contaminated soils to promote natural drainage patterns, stabilize the soil, and prevent erosion. 1E.4 is to evaluate a potential grant program for soil remediation or a program to educate property owners about soil remediation grant opportunities.

Strategy 1F is to maintain an overarching consideration of fair and positive conditions through the implementation of all recommendations that tie to the community's value. The action, 1F.1 is to create a policy that ensures positive quality of life and outcomes for all residents, with reference to existing and future policies that are associated with clean energy and energy efficiency, clean transportation, remediation and reduction of pollution, clean water and wastewater infrastructure, and conservation of natural resources.

S2: Wildfires states that Park City works proactively to reduce wildfire risk and support emergency efforts. Ms. New reviewed Strategy 2A, which is to collaborate interdepartmentally to implement actions, protocols, and policies present in the most recent wildfire hazard plans, such as the 2023 Community Wildfire Risk Assessment.

The actions for Strategy 2A include 2A.1, which is to develop and implement community-wide wildfire awareness education and outreach campaigns. 2A.2 is to maintain current pre-attack, evacuation, and community wildfire preparedness plans. 2A.3 is to engage in fuel treatments by reducing the quantity of flammable materials in and around Park City, particularly reducing fuels in the understory on the slopes and following Fire Wise principles around buildings. Also, to utilize best practices in smoke and carbon emissions

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reduction for pile burning for on-site biochar production. 2A.4 is to strengthen community and landowner relations, enabling cross-boundary collaboration and increasing the likelihood of developing partnerships to receive funding from wildfire protection grants.

Ms. New reported that the action for 2A.5 is to use the results from current resources on wildfire risk to prioritize fuel treatment areas. 2A.6 is to monitor the success of completed fuel treatments in locations outside of Park City. 2A.7 is to integrate wildfire mitigation techniques like Defense Zones into the City landscaping standards. 2A.8 is to update building design and material standards to increase wildfire resiliency.

Strategy 2B is to develop programmatic approaches to assess wildfire risk on a more individualized basis and thoughtfully target spot mitigation improvements. Ms. New reviewed the actions, which include 2B.1 to establish a Fire Property Assessment Program to allow property owners to understand their individualized risks and receive unique mitigation action guidance. 2B.2 is to provide resources to encourage creating defensible space for wildfire protection. An example is from Summit County, Colorado. 2B.3 is to offer a grant program (Truckee, California) to incentivize public-private partnerships in developing wildfire-resilient projects and improvements such as fire detection equipment, fuel reduction activities, and emergency signage additions.

S3: Waste Reduction states that Park City works to reduce its environmental footprint by reducing, reusing, and recycling. Ms. New reported that there are several actions related to waste reduction. Strategy 3A is to establish waste reduction and diversion actions.

3A.1 requires waste reduction in Construction Mitigation Plans through strategies such as minimizing the number of materials where possible and waste diversion through material reuse, sorting, and recycling procedures. 3A.2 is to continue work with Historic Park City Alliance and expand coordination to other businesses to implement waste streams and propose an approach to zero waste. 3A.3 is to refocus outreach to restaurants and bars and expand availability of glass drop-offs to increase glass diversion. 3A.4 is to adopt a resolution and code to require all businesses to register with an authorized hauler, with haulers required to disclose annual waste hauled, including materials diverted from landfill and ultimate hauling destinations. 3A.5 is to continue to support community organizations working on zero waste programs. 3A.6 is to restrict the types of materials used for to-go containers, such as Styrofoam and single-use plastics.

3A.7 is to facilitate waste reduction and improved landfill diversion programs in coordination with businesses. It was noted that 3A.8 has repeated language. 3A.9 is to conduct regular waste characterization studies in order to evaluate conditions not captured in the existing study. 3A.10 states that, as required by the Olympics International Organizing Committee, develop a municipal environmental purchasing policy for goods, services, and associated supply chains. See also: City of Moab Sustainability Action Plan.

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Commissioner Beal referenced the Wildfire section. He asked if there is any action related to undergrounding the power lines in the City. This was denied. Director Ward reported that this is prioritized in other sections of the Draft General Plan document, but it is specific to Old Town and Historic Preservation. Commissioner Beal suggested that there be an evaluation of the above-ground powerlines in the Wildfire section as well.

S4: Energy Efficiency states that Park City works to achieve net-zero energy emissions through policy, technology, and action. Strategy 4A is to prioritize policies that support next steps in achieving energy use reduction, adoption of renewable electricity, and future carbon neutrality. The actions include 4A.1, which is to adopt a Zero Emissions Stretch Code that is integrated with ASHRAE 90.1 standard and International Energy Conservation Code best practices to promote greater energy efficiency and emission reduction than the base energy code. 4A.2 follows Resolution 32-2018, which established Park City's goal of reaching 100% renewable electricity by 2030. Ms. New noted that 4A.3 and 4A.4 are a bit redundant, so work will be done to clean those up.

4A.5 is to develop a GHG emissions inventory and tracking system to monitor the energy use of different building types and any potential Olympic venues. 4A.6 is to incorporate environmental considerations as an integral part of reviewing future development and redevelopment projects. 4A.7 is also redundant, so that will also be cleaned up moving forward. 4A.8 is to explore opportunities for Thermal Energy Networks utilization for snowmelt and heating and cooling buildings. 4A.9 is to ensure that water heaters inspected adhere to ULN standards for Utah. 4A.10 is to integrate energy considerations and water conservation in the "Good Cause" review standards for Plat Amendments that accommodate a larger residence. 4A.11 is to partner with organizations to offer free residential energy advisory services. 4A.12 is to evaluate the feasibility of community-scale programs such as rooftop solar bulk buy or heat pumps and weatherization offers.

Ms. New reported that 4A.13 is to develop a commercial energy benchmarking ordinance and program, similar to Aspen's Building IQ. 4A.14 is to review the LMC for opportunities to encourage building and site improvements that support the City's climate goals.

Strategy 4B was reviewed, which is to explore modifications to transportation policies that incentivize or require more efficient operations. The actions include 4B.1, which is to develop an electric vehicle transition plan for transit vehicles to support the transition to a no and low-energy bus fleet. 4B.2 is to develop a Municipal Fleet Electrification Plan. 4B.3 is to create incentives for the installation of electric vehicle charging stations in existing developments. 4B.4 is to create a Sustainable Freight Management Plan that details potential delivery hubs to reduce vehicle miles traveled by freight vehicles and associated carbon emissions within Park City. Ms. New asked if there were questions.

Chair Van Dine referenced 4B.3 and asked how that would be different than what is currently being done in Park City. Ms. New shared an example scenario where there might be an established restaurant owner who does not have an electric vehicle charging

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station within their parking lot. There could be work done to potentially incentivize the installation of one. It is possible to work strategically to increase the number of electric vehicle charging stations throughout the community, including in existing developments.

Commissioner Beal wants to better understand what success looks like within the context of the General Plan document. He feels it is important to measure what is being done. Ms. Garrow appreciated the comment shared. She used the example of the goals the City has adopted relative to greenhouse gas emissions. The pieces related to transportation efficiency and electrification of the fleet work to support the greenhouse gas emissions goals. It is possible to track success through that. While the General Plan is general in nature and provides guidance, there are pieces that link to existing goals or suggest the establishment of more specific goals. She added that tracking progress would likely take place during the annual review and prioritization process.

Ms. Garrow reported that additional Commissioner feedback can be communicated to Director Ward. That feedback can then be incorporated into the updates. She reminded the Planning Commission that there will be a Joint Work Session held in August.

Chair Van Dine opened the public hearing. There were no comments. The public hearing was continued.

MOTION: Commissioner Frontero moved to CONTINUE the General Plan Agenda Item to a Date Uncertain. The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

The Planning Commission took a five-minute break before continuing with the agenda.

B. 10206 Twisted Branch Road - Subdivision - The Applicant Proposes to Create a One-Lot, 2.83-Acre Subdivision in the Recreation and Open Space Zoning District and Sensitive Land Overlay. PL-23-05073.

Chair Van Dine reported that Items 6B and 6C will be presented at the same time. Item 6B is for a Subdivision and Item 6C is for a Conditional Use Permit ("CUP"). Planner II, Virgil Lund, presented the Staff Reports and explained that the subject property is 10206 Twisted Branch Road. A site visit was conducted before the Planning Commission Meeting. Planner Lund shared some background information with the Commission.

Section 2.6 of the Amended Flagstaff Development Agreement allows the developer to construct a private restaurant. In 2008, the Planning Commission approved a CUP for a private restaurant at the site, but the approval expired and no Building Permit was submitted. In 2018, the Planning Commission discussed a proposal for a four-lot subdivision along Twisted Branch Road, but that application expired. In 2018, the Planning Commission approved an amendment to Technical Report #15 – Construction

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Mitigation Plan, which approved 10206 Twisted Branch Road as a receiving site for clean, excavated soil. In addition, Flagstaff Technical Report #5 mentions the restaurant:

- Beyond the proposed development pods, the Development Agreement allows Flagstaff to develop a restaurant/club facility in the Developed Recreation Open Space ("DROS"). The facility is to be located within the ski terrain near the Mountain Village.

Planner Lund shared the outline of the proposed subdivision at 10206 Twisted Branch Road in relation to the top of Flagstaff Mountain and The Montage. He next shared an image that illustrates the existing conditions at the site and a Deer Valley ski map. The red star on the map shows where the proposed restaurant will be located, which is just off the Bandana Ski Run. The proposal is a one-lot subdivision, a 2,862-square-foot private restaurant, outdoor dining, and an 800-square-foot tent for events during the summer months for members. The Flagstaff Development Agreement states that the restaurant can be between 7,000 and 10,000 square feet with no parking spaces allowed. It must also be near the Mountain Village and within the Deer Valley ski terrain. In the Draft Final Action Letter, there is a proposed Condition of Approval related to square footage. The proposed restaurant is less than the square footage in the Development Agreement, but the additional square footage cannot be transferred or used for an additional structure.

The Subdivision and CUP comply with the subdivision criteria in 15-7, CUP criteria, Outdoor Dining criteria, SLO, Development Agreement requirements, ROS Zoning District requirements, and architectural design standards. Planner Lund shared additional background information for the Commissioners who were not present at the Work Session held in April 2025. The Planning Commission held a Work Session at that time to discuss the building height. The applicant is proposing to place the restaurant on final grade instead of existing grade, so the applicant is seeking a height exception from the Commission for the additional building height. The Planning Commission last discussed this proposal in April and requested additional materials as well as a site visit.

Final Action on the proposal and the building height exception is requested. Staff finds the proposal complies with the MPD criteria for a building height exception, as outlined in the Staff Report. The building height, if measured from final grade, is approximately 26.5 feet. If it was measured from existing grade, it would be approximately 36.5 feet or 8.5 feet above the zone height, which is the reason the height exception has been requested. Staff recommends that the Planning Commission review the proposed Subdivision and CUP applications, open a public hearing, and consider approval of the applications.

Commissioner Sigg asked if the Commission is looking at this as a special exception or a CUP. Planner Lund clarified that a CUP is being considered with a height exception. Commissioner Johnson asked if the Commission is looking at 15-6-5(F) for the height exception, which was confirmed. Planner Lund noted that there are six criteria listed.

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Commissioner Johnson believed the argument is that the first criterion is met because the size of the building has been reduced. Planner Lund reported that the Staff Report outlines the analysis conducted by Staff for each of the criteria included in that section. Commissioner Johnson referenced Condition of Approval #14, which states that the remaining square footage cannot be transferred. Director Ward clarified that based on the current language, the applicant could come back to the Planning Commission to request a modification to the CUP to build to the square footage that is outlined in the Development Agreement. Commissioner Johnson thought it would be better to have a more defined square footage included in that Condition of Approval. Currently, the applicant has rights in the Development Agreement for a 7,000 to 10,000 square foot restaurant. Condition of Approval #14 is drafted so that the applicant cannot transfer the remaining square footage anywhere else. If there is a desire to enlarge the structure in the future, it would be possible to expand from 7,000 to a 10,000-square-foot restaurant.

Commissioner Johnson pointed out that the height exception is being considered because of the smaller square footage, so he does not want to see the applicant drastically expand the square footage after the height exception has been granted. Based on the site visit, it sounds like the building is being placed in the most appropriate location on the property and there is no intention to redevelop the building in the future, but specificity in the condition language would be beneficial in the event of new ownership.

Commissioner Frontero suggested language that states, “this extinguishes the remaining density allowed from the Flagstaff Development Agreement.” Senior City Attorney, Mark Harrington, stated that there will need to be a discussion with the applicant about whether the proposed language is acceptable. He noted that some of the Findings of Fact could be refined so that the building height is tied to the reduction. There might be different ways to frame the findings that Staff have proposed, but the Commission will need to articulate some additional specificity about the value as it relates to the height exception.

Commissioner Sigg shared comments about the grade. To consider the building height exception, he would be in favor of a cap on the size of the facility, without the ability for a future expansion. As for the tent permit, he asked if that would be a permanent tent facility. Chair Van Dine reported that it would be there five times a year for a maximum of 14 days each. That would comply with the current ordinance that is in place for the use.

Commissioner Frontero agrees with the comments shared by Commissioner Sigg. In order to grant the building height exception, he needs to be comfortable so that there will be no further contemplation of expanding the restaurant size. If there is any chance of expansion, then the height exception is something that he would need to think more about. The applicant representative, Rhett Riding, introduced himself to the Commission. During the site visit, it was fairly clear that there is not a lot of room, so he is not certain where a 7,000 to 10,000 square foot restaurant would be located. He cannot envision

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the structure being anywhere near 10,000 square feet. While there are no plans to expand at this point, he suggested there be a cap at 5,000 or 7,000 square feet. This would allow some flexibility in the future but would still provide a significant reduction. Chair Van Dine believes it is fair to set that kind of limitation. Commissioner Frontero thought a concession on the maximum square footage makes sense for the exception.

There was discussion about the maximum square footage. Commissioner Frontero believed 5,000 square feet was reasonable, because that is lower than the lowest amount that is allowed, but is above what has been proposed. This provides some flexibility. Commissioner Grant Tilson reported that he is comfortable with a 5,000 square foot cap. He asked about the Development Agreement and private restaurant use. He wanted to make sure there is not already another private restaurant within the development area and referenced one near the Silver Strike Lift. Mr. Riding stated that he is unaware of a private restaurant that has been constructed from this Development Agreement.

Commissioner Sigg noticed during the site visit that there is another tip site. There is drainage between the two tip sites and one tip site is significantly higher in elevation than the other. As it comes down, it creates a drainage swale. He is not sure which property the swale is on, but his concerns relate to erosion and how that will be treated for stabilization. Mr. Riding reported that there is matting that will be used on slopes that are 40% or greater. One of the sites mentioned has a separate property owner. Commissioner Sigg wanted to know how erosion will be controlled. Mr. Riding explained that measures can be taken in some areas, but not on the property with a different owner.

Chair Van Dine opened the public hearing. There were no comments. The public hearing was closed.

Commissioner Tilson referenced the language in the Development Agreement that states the developer may construct a private restaurant at a location to be determined. However, it sounds like there is already a private restaurant in this development. Director Ward clarified that there are supported commercial uses that have been approved as part of some of the other developments in the Flagstaff Annexation Area. There are some resort accessory uses integrated into some of the other approvals. Those accessory uses have limitations, but when through the full review process. Commissioner Tilson thanked Director Ward for the clarification, but wished the language was a little bit clearer.

Director Ward noted that a public hearing has been held for the Subdivision application. It seems like the Commission's discussions are focused on the CUP, so she suggested that a motion be made on the Subdivision item before the CUP discussions continue. Chair Van Dine asked if there were additional questions or comments on the Subdivision application. There were none, so it was determined that a motion could be made.

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MOTION: Commissioner Frontero moved to APPROVE the Hot Creek Subdivision to Create a One-Lot, 2.83-Acre Subdivision in the Recreation and Open Space Zoning District and Sensitive Land Overlay, subject to the following:

Findings of Fact:

1. The Applicant proposes a 2.83-acre one-lot Subdivision to construct a private Restaurant.

2. On May 10, 1997, the City Council approved Ordinance No. 99-30 annexing approximately 1,750 acres in the Flagstaff Mountain/Empire Pass area into Park City.

3. Pursuant to the Flagstaff/Empire Pass Master Planned Development (MPD) outlining Development within the annexed area, the Applicant was required to submit 14 technical reports/studies to address utilities, impacts to wildlife, open space management, project phasing, and construction mitigation. In December 2001, the Planning Commission approved the 14 technical reports.

4. On December 13, 2006, the Planning Commission held a public hearing on proposed Development Agreement amendments to include the Montage Resort and to modify Mountain Village development. The Planning Commission forwarded a positive recommendation to the City Council.

5. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving the Development Agreement amendments.

6. On March 2, 2007, the Amended and Restated Development Agreement was recorded with Summit County (Recorder Entry No. 806100).

7. Section 2.6 of the Amended Development Agreement states: “Developer may construct a private Restaurant (Beano’s Cabin at Beaver Creek-style), at a location to be determined at the CUP phase. No private parking areas or vehicular access will be allowed except (i) access and space for patron drop-offs and pickups, 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.”

8. On February 13, 2008, the Planning Commission approved a Conditional Use Permit (CUP) for a 9,954-square-foot private Restaurant at 10206 Twisted Branch Road.

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9. On April 8, 2009, the Planning Commission approved a one-year extension for the private Restaurant CUP.

10. A Building Permit was never submitted for the proposed private Restaurant, and the application expired due to inactivity.

11. On June 13, 2018, the Planning Commission discussed a proposal for a four-lot Subdivision which included multiple parcels along Twisted Branch Road. The draft Ordinance attached to the packet for the June 13 meeting includes the following Condition of Approval:

    a. "Prior to recordation of this plat, the owner's dedication language for Parcel 1 (REDUS, Park City) shall state that as Owner of the parcel identified on this plat as Parcel 1, hereby irrevocably offers to dedicate the road, known as Twisted Branch Road, for public use as a roadway, which shall remain a private roadway until the dedication thereof is accepted by the City."

12. On July 11, 2018, the Planning Commission continued the proposed Subdivision to a date uncertain. The application expired due to inactivity.

13. The proposed Subdivision being reviewed concurrently with this CUP is for a one-lot Subdivision. Twisted Branch Road is under different ownership, and the Applicant does not have the authority to pursue the dedication of Twisted Branch Road.

14. On August 8, 2018, the Planning Commission approved an amendment to Flagstaff Technical Report #15 Construction Mitigation Plan. This amendment approved 10206 Twisted Branch Road as a location to receive clean, excavated soil as part of the Flagstaff Mountain construction and development.

15. On August 25, 2023, the Applicant submitted a CUP application for a private Restaurant. On March 13, 2024, the Planning Commission opened a public hearing and continued the CUP application for a private Restaurant to a date uncertain. This application expired due to inactivity.

16. On December 17, 2024, the Applicant submitted a CUP application for a 2,862-square-foot private Restaurant with a 2,807-square-foot patio for Outdoor Dining and events at 10206 Twisted Branch Road.

17. Flagstaff Technical Report #5 Open Space Management Plan considers the proposed Restaurant, mentioned in Section 3.8, p. 10: "Beyond the proposed development pods, the Development Agreement gives Flagstaff

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the opportunity to develop a restaurant/club facility (AKA “Beano’s Cabin”) in the [Developed Recreation Open Space] DROS. The facility is to be located within the ski terrain near the Mountain Village.”

18. The Site for the proposed Restaurant is in Developed Recreation Open Space (DROS) within the existing Deer Valley ski terrain near Silver Lake village and the Empire base area.

19. The proposed Subdivision complies with the requirements of the Recreation and Open Space (ROS) Zoning District.

    a. The purpose of the ROS District is to:
        i. Establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots.
        ii. Permit recreational Uses and preserve recreational Open Space land,
        iii. Encourage parks, golf courses, trails and other Compatible public or private recreational Uses,
        iv. Preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridgelines, meadows, stream corridors, and forests, and
        v. Encourage sustainability, conservation, and renewable energy.
    b. The proposed Subdivision complies with the purpose of the ROS District in that it establishes a Lot for the development of a private on-mountain restaurant that complies with the Annexation Agreement and Open Space requirements for Flagstaff Mountain.
    c. Lot Size.
        i. There is no minimum or maximum Lot size in the ROS Zoning District.

20. The proposed Subdivision complies with the requirements outlined in LMC Chapter 15-7.

    a. The Hot Creek Subdivision is a minor Subdivision, containing one Lot fronting Twisted Branch Road, a private street. Pursuant to LMC § 15-7.1- 3(A), the Planning Commission may combine the requirements of a Preliminary Plat and Final Subdivision Plat into one submittal. The Applicant requests review of a Final Subdivision Plat.
    b. LMC § 15-7.3-2 outlines the relevant general Subdivision requirements.
        i. Subdivision Name.

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1. The proposed name of the Subdivision must not duplicate, or too closely approximate, the name of any other Subdivision platted with Summit County. On June 28, 2025, the County Recorder confirmed the name “Hot Creek Subdivision” does not duplicate or approximate the name of any other Subdivision in Summit County.

ii. Limits of Disturbance/ Vegetation Protection.

1. The Applicant’s existing conditions survey shows a small group of aspen and pine trees in the northwest corner of the proposed Lot. No development is proposed in this area.

iii. Ridge Line Development.

1. Lot 1 is approximately 1,000 feet from the nearest ridgeline and is not visible from any designated Vantage Points.

iv. Open Space.

1. Section 2.9.6 of the Flagstaff DA states that all land outside of the development pods shall be zoned ROS-MPD and shall remain as Open Space. The proposed Restaurant is in the designated Open Space area, but does not decrease the amount of required Open Space in the Flagstaff Annexation Area, as outlined in Section 2.6 of the Flagstaff DA. Members of the Talisker Club will have access to the Restaurant off the Bandana ski run in the winter. In the summer, members could access the Restaurant via the Road to Ruby mountain bike trail. No hiking or biking trails will be impacted by the proposal.

v. Roads.

1. The proposed Lot for the Hot Creek Subdivision is accessed off Twisted Branch Road, a private road, through Parcel 1C. There is an existing access easement (Recorder No. 1213826) which gives the Applicant (Talisker Club 2.0 LLC) an easement for vehicular and pedestrian ingress and egress over and across Twisted Branch Road (owned by Redus Park City LLC). This easement was recorded on December 20, 2023.

vi. Utility Lines.

1. There are no recorded Utility easements within the proposed Lot 1. There is an existing easement for the Snyderville Basin Water Reclamation District along

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Twisted Branch Road (Summit County Recorder Entry No. 784734).

vii. Drainage Ways.

1. There are no drainage ways within the proposed Subdivision.

viii. Soil Conditions.

1. On August 8, 2018, the Planning Commission approved an amendment to the Flagstaff Technical Report #15 Construction Mitigation Plan, which established 10206 Twisted Branch Road as a receiving Site for clean, excavated soil within the Flagstaff/Empire Pass area. The Applicant estimates that approximately 15,000 cubic yards of soil have been deposited at the Site. The Applicant provided a Geotechnical Report detailing the soil conditions at the Site and recommendations for development on the existing soils.

ix. Trails and Sidewalks.

1. There are no public or private trails on Lot 1. The nearest trails to Lot 1 are the Corvair, Mid Mountain, and Payroll mountain bike trails. Access to these trails will not be affected by the proposed Restaurant on the Lot.
2. Deer Valley's Bandana ski run goes through Lot 1. A recorded easement permits Deer Valley's continued use of the ski run (Summit County Recorder Entry No. 1079220).

x. Topsoil Preservation and Final Grading.

1. See Condition of Approval 6.

xi. Architectural Standards.

1. LMC § 15-5-5 outlines restrictions on architectural styles, prohibitions on siding materials, the amount of exterior wall materials, and roof shapes and materials. The Applicant proposes constructing the Restaurant of stone, wood, and metal siding, and a standing-seam metal roof. These materials comply with architectural requirements. The Applicant does not propose any prohibited siding, roof, or architectural style.
2. LMC § 15-5-5(K) outlines requirements for trash and recycling enclosures. The Applicant proposes to construct a trash and recycling enclosure near the drop-off area. The enclosure will be screened on all sides with steel and matches the design of the proposed Structure.

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3. On December 13, 2024, the Empire Pass Design Review Board approved the proposed design for the Restaurant.

xii. Waterbodies and Water-Courses.

1. No existing waterbodies or water-courses are within the proposed Subdivision.

c. LMC § 15-7.3-3 outlines general Lot design requirements.

i. Building Sites.

1. The proposed Restaurant is in an appropriate location adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club. Section 2.6 of the Amended Development Agreement requires that the Restaurant be between 7,000 and 10,000 square feet. The Applicant proposes a Structure that is 2,862 square feet with a 400-square-foot area for Outdoor Dining, less than the allowable density for the Site.

ii. Square Footage.

1. The proposed Building is less than the square footage described in Section 2.6 of the Flagstaff DA and is adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club.

iii. Lot Dimensions.

1. LMC § 15-7.3-3(D) requires that the Side Lot Lines shall be at right angles to Street lines. The proposed Lot shows the Side Lot Lines are at right angles to Twisted Branch Road.

iv. Revegetation, Seed and Sod.

1. See Condition of Approval 6.

v. Drainage.

1. The proposal will be evaluated by the Engineering Department for compliance with drainage requirements at the Building Permit plan review phase.

vi. Debris and Waste.

1. See Condition of Approval 3.

21. There is Good Cause for the Hot Creek Subdivision.

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

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of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

b. There is Good Cause for the proposed Subdivision because a Lot is created for the development of the private Restaurant outlined in Section 2.6 of the Flagstaff Development Agreement. While the Restaurant is not open to the public, it complies with Section 2.6 of the Flagstaff DA which outlines that the Restaurant shall be private and provides ski-in/ski-out access for members of the Talisker Club. The character of the Upper Deer Valley Neighborhood is preserved by limiting parking and traffic and requiring all guests and staff to access the Restaurant by shuttle.

22. The Development Review Committee reviewed the proposal on January 21, 2025, and confirmed the proposal conforms to their requirements.

23. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 9, 2025.

24. *The Park Record* published courtesy notice on July 9, 2025.

Conclusions of Law:

1. There is Good Cause for the Hot Creek Subdivision because a Lot is created for the development of a private Restaurant as outlined in Section 2.6 of the Flagstaff Development Agreement.

2. The Hot Creek Subdivision is consistent with the LMC Chapter 15-2.7 Recreation and Open Space Zoning District and Chapter 15-7 Subdivisions.

3. Neither the public nor a person will be materially injured by the Hot Creek Subdivision.

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

Conditions of Approval:

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

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

3. Unless otherwise approved by the City Engineer and Building Official, no cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Subdivision at the time of issuance of a Certificate of Occupancy for the private Restaurant.

4. All Conditions of Approval from the Flagstaff Development Agreement shall apply.

5. The Significant Vegetation located in the northwest corner of Lot 1 must be protected during construction and maintained.

6. Erosion control shall consist of re-vegetating all exposed surfaces with a native plant mix. The Applicant shall install erosion control blankets on all Slopes steeper than 40 percent.

7. All Development at the Hot Creek Subdivision must comply with the Empire Pass Design Guidelines and receive approval from the Empire Pass Design Review Board.

8. The Flagstaff Development Agreement allows for the construction of a Restaurant between 7,000 and 10,000 square feet. The proposed Restaurant is 2,862 square feet. The remaining square footage cannot be used on any other site in the Flagstaff MPD area and any increase in square footage to the Restaurant will trigger an additional Conditional Use Permit to be reviewed by the Planning Commission. The height approval for the Restaurant shall not apply to any future expansion unless separately approved by the Planning Commission.

9. If the City, UDOT and/or the owner of Twisted Branch Road and other parties later agree to allow expanded public use or dedication of Twisted Branch Road, Talisker Club 2.0 LLC, its successors, and Talisker Club members shall not object to, or veto expanded public use or dedication.

The motion was seconded by Commissioner Beal. The motion passed with the unanimous consent of the Commission.

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C. 10206 Twisted Branch Road - Conditional Use Permit - The Applicant Proposes to Construct a 2,862-Square-Foot Private Restaurant with a 2,807-Square-Foot Patio for Outdoor Dining as Contemplated in Section 2.6 of the Amended Flagstaff Development Agreement. PL-24-06370.

Following the vote on the Subdivision portion of the application, the Planning Commission further discussed the CUP application for 10206 Twisted Branch Road.

Chair Van Dine opened the public hearing. There were no comments. The public hearing was closed.

There was discussion about the Draft Final Action Letter. Director Ward asked that the Commission review Finding of Fact #5(i)(1), which is the criteria for the MPD height review. It is the code requirement regarding the density. The following was proposed:

- Section 2.6 of the Amended Development Agreement requires that the Restaurant be between 7,000 and 10,000 square feet. The Applicant proposes a Structure that is 2,862 square feet with a 400-square-foot area for Outdoor Dining, less than the allowable density for the Site. The Applicant agrees to a Condition of Approval that the future Restaurant shall not exceed 5,000 square feet. The increase in Building Height will not result in increased square footage or Building volume beyond what would be allowed under the MPD.

Director Ward next asked to discuss Condition of Approval #14. The following language was added: "The maximum Restaurant square footage shall not exceed 5,000 square feet…" The applicant representative expressed support for the language. Chair Van Dine pointed out that the height exception would not automatically be granted if a CUP modification was submitted, so the applicant would need to request an exception.

MOTION: Commissioner Johnson moved to APPROVE the 10206 Twisted Branch Road Conditional Use Permit, according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval, as amended:

Findings of Fact:

1. The Applicant proposes to construct a 2,862-square-foot private Restaurant with a 400-square-foot area for Outdoor Dining at 10206 Twisted Branch Road, within the Empire Pass area. The Outdoor Dining area will accommodate up to 30 guests.

2. The Applicant proposes an 800-square-foot tent to be installed up to five times per year on an ongoing basis, not to exceed 14 days at one time.

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3. The Applicant has a pending application for a proposed 2.83-acre one-lot Subdivision for the Restaurant reviewed by the Planning Commission concurrently with this Application (PL-23-05973).

4. The proposal complies with the Recreation and Open Space (ROS) Zoning District requirements outlined in Land Management Code (LMC) Chapter 15-2.7.

   a. LMC § 15-2.7-3 requires that all Structures must be no less than 25 feet from the Lot lines. The proposed Restaurant exceeds this requirement and is greater than 50 feet from the Side and Rear Lot lines. The Restaurant is 26 feet from the Front Lot line. The Outdoor Dining area is greater than 50 feet from the Front, Side, and Rear Lot lines.
   b. LMC § 15-2.7-3(A) establishes Fences and retaining walls, paths, patios, and driveways as Setback exceptions. The Applicant proposes to construct a four-foot-tall stacked-rock retaining wall measuring approximately 105 feet in length, a pedestrian path approximately 110 feet in length, a 410-square-foot patio, and a circular driveway in the Front Setback.
   c. LMC § 15-5-5 outlines restrictions on architectural styles, prohibitions on siding materials, the amount of exterior wall materials, and roof shapes and materials. The Applicant proposes constructing the Restaurant of stone, wood, and metal siding, and a standing-seam metal roof. These materials comply with architectural requirements. The Applicant does not propose any prohibited siding, roof, or architectural style.
   d. LMC § 15-5-5(K) outlines requirements for trash and recycling enclosures. The Applicant proposes to construct a trash and recycling enclosure near the drop-off area. The enclosure will be screened on all sides with steel and matches the design of the proposed Restaurant. On December 13, 2024, the Empire Pass Design Review Board approved the proposed design for the Restaurant.
   e. LMC § 15-2.7-4 outlines Building Height requirements in the ROS District: No Structure may be erected to a height greater than 28 feet from Existing Grade. The Applicant requests a building height exception pursuant to LMC § 15-6-5(F).
   f. LMC § 15-2.7-6 outlines requirements for the protection of Significant Vegetation on Site. There is no Significant Vegetation located within the area proposed for development. The Applicant's existing conditions survey shows a small grouping of Significant Vegetation in the northwest corner of the proposed Subdivision Lot. No

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development is proposed in this area and the Significant Vegetation will not be impacted.

5. The proposal, as conditioned, complies with LMC Section 15-6-5(F) pertaining to Building Height for Master Planned Developments.

   a. The Building Height requirements of the Zoning District in which a Master Planned Development (MPD) is located shall apply. LMC § 15-2.7-4 establishes the ROS Zoning District Building Height regulations: "No Structure may be erected to a height greater than 28 feet from Existing Grade."
   b. LMC § 15-15-1 Defined Terms distinguishes Existing Grade and Final Grade.
      i. Existing Grade: The Grade of a Property prior to any proposed Development or Construction Activity. ("Construction Activity" is defined as "[a]ll Grading, excavation, construction, Grubbing, mining, or other Development Activity which disturbs or changes the natural vegetation, Grade, or any existing Structure . . ." and "Grading" is defined as "[a]ny earthwork or activity that alters the Natural or Existing Grade, including but not limited to excavating, filling or embanking.")
      ii. Final Grade: The finished or resulting Grade where earth meets the Building after completion of the proposed Development Activity.
   c. The Applicant proposes to measure the height of the Restaurant from Final Grade rather than Existing Grade.
   d. When the area was annexed into the City, it was zoned ROS-MPD.
   e. On August 8, 2018, the Planning Commission approved an amendment to the Flagstaff Technical Report #15 Construction Mitigation Plan, which established 10206 Twisted Branch Road as a receiving Site for clean, excavated soil. The Applicant estimates that approximately 15,000 cubic yards of soil have been deposited at the Site, altering the grade.
   f. The Applicant's proposed roof over topography plan shows that the maximum height of the proposed Structure is 26.5 feet from Final Grade. If measured from Existing Grade, the highest point of the Structure would be approximately 36.5 feet from Existing Grade, 8.5 feet above ROS height.
   g. The Applicant submitted a visual analysis demonstrating that the proposed Structure measured from Final Grade will not be visible from any designated Vantage Points.
   h. LMC § 15-6-5(F) establishes an allowance to exceed Building Height through an MPD when the Applicant can demonstrate that six criteria are met.

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i. The Building Height requirements of the Zoning District in which a Master Planned Development is located shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site-specific analysis. The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made. In order to grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

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

1. Section 2.6 of the Amended Development Agreement requires that the Restaurant be between 7,000 and 10,000 square feet. The Applicant proposes a Structure that is 2,862 square feet with a 400-square-foot area for Outdoor Dining, less than the allowable density for the Site. The Applicant agrees to a Condition of Approval that the future Restaurant shall not exceed 5,000 square feet. The increase in Building Height will not result in increased square footage or Building volume beyond what would be allowed under the MPD.

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

1. The nearest Structure, a Single-Family Dwelling at 8 Red Cloud Trail, is approximately 1,138 feet southeast of the proposed Restaurant. There will be no impacts such as loss of solar Access, loss of air circulation, or increased shadows to nearby Structures from the proposed Restaurant.

iii. There is adequate Landscaping and buffering from adjacent properties and Uses.

1. There are no adjacent properties to 10206 Twisted Branch Road with Structures. The proposed Restaurant is adjacent to the Deer Valley Ski Resort and will provide ski-in/ski-out access for members of

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the Talisker Club. The Applicant proposes a four-foot retaining wall and Significant Vegetation, including trees and shrubs, along the Front Setback to help screen the Structure from Twisted Branch Road.

iv. Increased Setbacks and separations from adjacent projects are proposed.
1. The proposed Structure complies with the Front Setback requirements and is greater than 150 feet from the Side and Rear property lines.

v. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible.
1. Section 2.9.6 of the Flagstaff DA states that all land outside of the development pods shall be zoned ROS-MPD and shall remain as Open Space. The private restaurant is outlined in Section 2.6 of the Flagstaff DA. Members of the Talisker Club will have access to the Restaurant off the Bandana ski run in the winter, and there are no hiking or biking trails that will be impacted by the proposal.

vi. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District.
1. The Applicant proposes a roof form that complies with LMC § 15-5-5(F). The Applicant proposes a single-sloped roof with contributing flat roofs.

6. The proposal complies with the Sensitive Land Overlay requirements in LMC Chapter 15-2.21.

a. Slope Protection: No Development is allowed on or within 50 feet, map distance, of Very Steep Slopes, Areas subject to landslide activity, and other high-hazard geologic Areas. An Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition.
i. The Applicant's slope map shows that the proposed Development is not on or within 50 feet of a Very Steep Slope.

b. No Structure or other appurtenant device, including mechanical equipment, may visually intrude on the Ridge Line Area from any of the designated Vantage Points depicted in LMC § 15-2.21-5(B).

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i. The proposed Restaurant is approximately 1,000 feet from the nearest ridgeline and is not visible from any designated Vantage Points.

c. Wetlands and Stream Protection.
   i. The nearest stream is approximately 1,500 feet north of the proposed Restaurant.

d. Wildlife and Wildlife Habitat Protection.
   i. The Applicant's wildlife and wildlife habitat report, prepared by wildlife consultant Bio-West, concludes that due to the clearing and soil filling that has occurred at the Site, there is no suitable habitat for any federal or state-listed species. No additional wildlife or wildlife habitat protection measures are required.

7. The proposal complies with the Conditional Use Permit criteria outlined in LMC §15-1-10(E).

a. Size and Location of the Site.
   i. The proposed Restaurant is in an appropriate location adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club. The size of the Restaurant is less than the original square footage limitations outlined in the Flagstaff Development Agreement (DA).

b. Traffic considerations, including the capacity of the existing Streets in the Area.
   i. The Flagstaff DA requires that the Restaurant is accessible exclusively to members of the Talisker Club and not open to the public. No Parking Spaces are proposed. The Restaurant will only generate traffic from the private shuttles for club members to access the Restaurant. The Talisker Club operates between two and 14 shuttles at one time to transport members within the Empire Pass area. Employees will access the Restaurant via shuttle after parking at or taking transit to the Ontario or Mine Bench Parking Lots or other approved parking areas for Talisker employees. During the winter, members of the Talisker Club may ski to the Restaurant or take a shuttle. In the summer season, club members can mountain bike or hike to the Restaurant and the Applicant has confirmed that the shuttles will be used for members to access the Restaurant via Twisted Branch Road.
   ii. Service and delivery vehicles will access the Restaurant via the drop-off/shuttle drive-through area. When there is a conflict between service/delivery vehicles and shuttles, there is a space for vehicles to pull into and wait.

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c. Utility Capacity, including Storm Water run-off.
   i. The Development Review Committee (DRC) reviewed the proposal on January 21, 2025. The Park City Fire District requires the Applicant to install two fire hydrants in locations to be determined by the Fire District prior to Building Permit issuance.

d. Emergency Vehicle Access.
   i. The DRC confirmed the proposal conforms with all emergency vehicle access standards.

e. Location and amount of off-street parking.
   i. Section 2.6 of the Amended Flagstaff DA stipulates that no Off-Street parking is allowed for the private Restaurant. The Applicant proposes no Off-Street Parking Spaces. The Ontario and Mine Bench Parking Lots have 92 Parking Spaces for Talisker Club use.

f. Internal vehicular and pedestrian circulation system.
   i. The Applicant proposes to construct a drop-off area for shuttle vehicles and deliveries. The proposed Restaurant is off the Bandana ski run and is accessible to skiers.

g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.
   i. The Applicant proposes a four-foot-tall retaining wall that is 105 feet long within the Front Setback, which is an allowed exception pursuant to LMC § 15-2.7-3(A). LMC § 15-5-5(N) requires at least 50 percent of the landscaped area to be Water Wise landscaping containing non-invasive drought drought-tolerant plants and minimal irrigation. The Applicant's landscape plan shows a native seed mix for all disturbed areas, and water-wise trees and shrubs. The Applicant's existing conditions survey shows a small grouping of Significant Vegetation in the northwest corner of the proposed Subdivision Lot. No development is proposed in this area and the Significant Vegetation will not be impacted.

h. Building mass, bulk, and orientation, and the location of Buildings on the Site, including orientation to Buildings on adjoining Lots.
   i. The proposed Building is less than the square footage described in Section 2.6 of the Flagstaff DA and is adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club. The proposed Restaurant is approximately 1,000 feet from the nearest ridgeline and is not visible from any designated Vantage Points. The Structure will be located below the grade from Twisted Branch Road and will be screened by landscaping along Twisted Branch

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Road. The Structure is in an appropriate location on the Site to minimize visual impacts and impacts to Steep Slopes.

i. Useable Open Space.
   i. Section 2.9.6 of the Flagstaff DA states that all land outside of the development pods shall be zoned ROS-MPD and shall remain as Open Space. The proposed Restaurant is in the designated Developed Recreation Open Space (DROS) area, but does not decrease the amount of required Open Space in the Flagstaff Annexation Area, as outlined in Section 2.6 of the Flagstaff DA. Flagstaff Technical Report #5 Open Space Management Plan considers the proposed Restaurant, mentioned in Section 3.8, p. 10: "Beyond the proposed development pods, the Development Agreement gives Flagstaff the opportunity to develop a restaurant/club facility (AKA "Beano's Cabin") in the DROS. The facility is to be located within the ski terrain near the Mountain Village." Members of the Talisker Club will have access to the Restaurant off the Bandana ski run in the winter, and there are no hiking or biking trails that will be impacted by the proposal.

j. Signs and Lighting.
   i. See Conditions of Approval 6 and 7.

k. Physical design and compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing.
   i. LMC § 15-5-5 outlines restrictions on architectural styles, prohibitions on siding materials, amount of exterior wall materials, and roof shapes and materials. The Applicant proposes constructing the Restaurant of stone, wood and metal siding, and a standing-seam metal roof. These materials comply with the architectural requirements. The Applicant does not propose any prohibited siding, roof, or architectural style.
   ii. LMC § 15-5-5(K) outlines requirements for trash and recycling enclosures. The Applicant proposes to construct a trash and recycling enclosure near the drop-off area. The enclosure will be screened on all sides with steel and matches the design of the proposed Structure.
   iii. On December 13, 2024, the Empire Pass Design Review Board approved the proposed design for the Restaurant.

l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors that might affect people and Property off-site.
   i. See Condition of Approval 8. The Applicant proposes to install all mechanical equipment on the roof the Structure and will be screened by a parapet wall and will not be visible.

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m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas.
   i. The Applicant proposes a drop-off area for loading and unloading to the side of the Restaurant. The Applicant also proposes a round, screened trash enclosure near the drop-off area.

n. Expected Ownership and Management.
   i. The Restaurant will be owned and operated by Talisker Club. Only members of the Talisker Club will have access to the private Restaurant. All events will be held for members of the Talisker Club and will not be open to the public.

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.
   i. The proposed Restaurant is not near any physical mine hazards and is not within the Park City Soils Ordinance boundary. The Flagstaff DA Technical Report #1 "Physical Mine Hazards" shows the nearest mine hazard approximately 360 feet from the proposed Development.

p. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan.
   i. The proposed Restaurant is within the Upper Deer Valley neighborhood. The General Plan states that future improvements within the area should focus on a comfortable visitor experience and support the resort economy. While the Restaurant is not open to the public, it complies with Section 2.6 of the Flagstaff DA, which outlines that the Restaurant shall be private and provides ski-in/ski-out access for members of the Talisker Club.

8. The proposal, as conditioned, complies with the Outdoor Dining criteria in LMC §15-4-21(B)(1).

a. The Applicant proposes to construct a 400-square-foot Outdoor Dining Area with four picnic tables for a total seated capacity of approximately 30 people. The Outdoor Dining area will operate in the winter ski season only.

b. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.
   i. The proposed seating area is on Talisker Club's private property and will not diminish any existing or proposed landscaping.

c. The proposed seating Area does not impede pedestrian circulation.

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i. The proposed seating area is in a convenient location for ski-in/ski-out access and does not impede pedestrian circulation.

d. The proposed seating Area does not impede emergency Access or circulation.
   i. The DRC confirmed the proposal conforms to their requirements regarding emergency access and circulation.

e. The proposed furniture is Compatible with the Streetscape.
   i. See Condition of Approval 9.

f. No music or noise in excess of the City Noise Ordinance, Title 6.
   i. See Condition of Approval 8.

g. No Use after 10:00 PM.
   i. The Applicant's narrative states that the Restaurant will be open from 7:00 AM to 5:00 PM in the winter and will only operate in the summer if an event is planned. Condition of Approval 13 requires any summer use of the outdoor dining to be completed by 10:00 PM.

9. The proposal, as conditioned, complies with the criteria for tents in LMC § 15-4- 16(B).

a. The Applicant proposes to install an 800-square-foot tent on the outdoor patio up to five times per year. The tent will be installed for 14 days each time and then removed.

b. Members of the Talisker Club can reserve the tent during the summer for private events. The Applicant's management plan states that events will not exceed the occupancy of the Restaurant at any one time.

c. The Applicant shall provide written notice of the Property Owner's permission.
   i. The Restaurant and tent will be owned and operated by the Talisker Club. Only members of the Talisker Club will have access to the private Restaurant and tent.

d. The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.
   i. The tent is not located on any off-street parking spaces or loading/unloading zones.

e. The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
   i. The tent will be on the outdoor patio and will not affect pedestrian circulation, emergency access, or any other public safety measure.

f. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.
   i. See Condition of Approval 8.

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g. The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with Illumination Section 12-4-9.
   i. See Conditions of Approval 6 and 7.

h. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.
   i. See Condition of Approval 10.

i. The Use shall not violate the International Building Code.
   i. See Condition of Approval 11.

j. The Applicant shall adhere to all applicable City and State licensing ordinances.
   i. See Condition of Approval 12.

10. The Development Review Committee reviewed the proposal on January 21, 2025.

11. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 9, 2025.

12. Staff mailed courtesy notice to property owners within 300 feet on July 9, 2025. *The Park Record* published courtesy notice on July 9, 2025.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements outlined in LMC Chapter 15-2.7 *Recreation and Open Space Zoning District*, Chapter 15- 2.21 *Sensitive Land Overlay*, Section 15-6-5(F) *Building Height Exception Criteria*, Section 15-4-21(B)(1) *Outdoor Dining Criteria*, Section 15-4-16(B) *Review Criteria for Tents*, 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 difference 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.

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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. The Park City Fire District requires the Applicant to install two fire hydrants in locations to be determined by the Fire District prior to Building Permit issuance.

5. The Applicant is responsible for managing parking consistent with Section 2.6 of the Amended Development Agreement. Any Restaurant employees and guests utilizing off-site parking, including the Ontario or Mine Bench Parking Lots, shall be limited to the spaces leased by the Talisker Club and shall not impact public trailhead parking or other approved parking uses.

6. Any proposed signs for the Restaurant must receive a separate sign permit approved by the Planning Department.

7. Any exterior lighting must be down-directed and Fully Shielded and with bulbs 3000-degree Kelvin or less.

8. The proposed Use must comply with Municipal Code Chapter 6-3 Noise.

9. The Applicant is required to submit final furniture details prior to Building Permit issuance.

10. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.

11. The Use shall not violate the International Building Code.

12. The Applicant shall adhere to all applicable City and State licensing ordinances.

13. Any summer use of the outdoor dining must be completed by 10:00 PM.

14. The Flagstaff Development Agreement allows for the construction of a Restaurant between 7,000 and 10,000 square feet. The proposed Restaurant is 2,862 square feet. The remaining square footage cannot be used on any other site in the Flagstaff MPD area, and any increase in square footage to the Restaurant will trigger an additional Conditional Use

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Permit to be reviewed by the Planning Commission. The maximum Restaurant square footage shall not exceed 5,000 square feet and the height and the height approval shall not apply to any future expansion unless separately approved by the Planning Commission.

15. The small grouping of Significant Vegetation in the northwest corner of the proposed Subdivision Lot shall not be impacted. No Significant Vegetation is proposed or approved to be removed.

16. The Applicant shall re-vegetate all disturbed areas with a native seed mix and all areas must have at least 80 percent germination prior to Site completion.

17. Maximum occupancy for the Restaurant and outdoor events must not exceed 67 people, including staff and guests.

18. Only members of the Talisker Club will have access to the private Restaurant. All events will be held for members of the Talisker Club and will not be open to the public.

19. The Applicant shall update their plans prior to Building Permit submittal to shift access to the private Restaurant 20 feet further from the ski bridge to clear site distance requirements, as approved by the City Engineer.

The motion was seconded by Commissioner Frontero. The motion passed with the unanimous consent of the Commission.

D. The Applicant Proposes Three Applications to (I) Modify the Village at Empire Pass Master Planned Development to Establish Volumetrics for Four Dwelling Units in a Multi-Unit Dwelling on the 'R-5 Parcel' (PL-25-06522), (II) Create One 1.58-Acre Lot at 8946 Marsac Avenue for Four Dwelling Units in a Multi-Unit Dwelling to Be Known as the Argus (R-5) Subdivision (PL-25-06523), and (III) Create Three Lots for Three Single-Family Dwellings, One 1.52-acre Lot for the Park City Municipal Water Tank, a 1.18-acre Open Space Parcel A for the Mid-Mountain Trailhead, and a 0.97-acre Common Area Open Space Parcel B at 9401 Marsac Avenue (PL-25-06547).

8946 Marsac Avenue - Master Planned Development Modification - The Applicant Proposes to Modify the Volumetrics for Pod A in Empire Pass Village and Establish the 'R-5 Parcel' and 'the Water Tank Parcel' as Development Sites and an Amendment to the Amended and Restated Development Agreement for the Flagstaff Mountain, Bonanza Flats,

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Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain. PL-25-06522.

Chair Van Dine reported that three items will be covered in one presentation. These items will be continued to the Planning Commission Meeting scheduled for August 13, 2025. There will need to be separate motions made to continue each of the items. Senior Planner, Alec Barton, reported that on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council to approve an amendment to the Flagstaff/Empire Pass Development Agreement. There was a separate motion recommending that the City Council consider including Twisted Branch Road as part of the proposed land transfer between the City and Redus. On April 24, 2025, the Council approved Ordinance 2025-05 – Flagstaff/Empire Pass MPD and Development Agreement modifications. The motion for Twisted Branch Road was not considered.

The amended Development Agreement allows seven additional residential units in Empire Pass on two sites, the R-5 Parcel and the Water Tank Parcel. The R-5 Parcel has an allowed density of four units in one multi-unit dwelling. The Water Tank Parcel has an allowed density of three single-family dwellings. The applicant proposes modifications to the MPD for the Village at Empire Pass to establish volumetrics for the proposed multi-unit dwelling at the R-5 site. There are two subdivisions proposed: Argus (R-5) Subdivision and Guardsman Subdivision, also known as the Water Tank Parcel.

The proposed multi-unit dwelling on the R-5 site also requires a CUP. The applicant will submit an application for a CUP at a future date. As mentioned by Chair Van Dine, this presentation will cover the three applications for two subdivisions and the proposed modifications to the MPD. All three items will be continued to August 13, 2025.

Planner Barton shared a map with the location of the Argus (R-5) Subdivision highlighted. The proposed plat establishes a building envelope informed by the zoning district setbacks for the Residential Development Zoning District and easements. The site is disturbed and existing conditions do not reflect natural grade. He shared an image and explained that the solid red line is the approximate existing grade of the site and the dashed black line is the approximate assumed natural grade of the site. The applicant responded to the third-party review of the assumed natural grade exhibit and the updated survey, which is attached to the Staff Report. It serves as the existing grade for the purposes of determining the building height. The applicant proposes a structure extending up to 62 feet above final grade. To grant additional building height, there are six criteria the Planning Commission must determine have been met, which include:

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

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increased square footage or Building volume is from the Transfer of Development Credits.

2. Buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the site-specific analysis.
3. There is adequate Landscaping and buffering from adjacent Properties and Uses.
4. Increased Setbacks and separations from adjacent projects are proposed.
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible.

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

Planner Barton requested input from the Planning Commission concerning two elements of the proposed multi-unit dwelling. The first is a recommended Condition of Approval that requires the roof slope to be angled downward to follow the slope of the site. He shared a conceptual image of the structure. Staff would also recommend that the applicant demonstrate in future plans that there is a prominent shift in the west façade, either through a 15-foot change in the façade alignment, a 15-foot change in height, or a combination of both. There was discussion about the conceptual image that was shared.

The R-5 site is characterized primarily by Very Steep Slopes and Steep Slopes. Planner Barton shared an image with the Commission and explained that the Very Steep Slopes are shown in red and the Steep Slopes are shown in orange. A small portion of the conceptual building footprint is on Very Steep Slopes, which was indicated on the image. The applicant is requesting a variance to allow development within 50 feet of Very Steep Slopes. Staff is recommending restricting development on Very Steep Slopes and only allowing development within 50 feet of Very Steep Slopes. To grant the variance, the Planning Commission must make the findings that are included in the Staff Report.

Planner Barton next discussed the Guardsman Subdivision. The applicant proposes two half acre lots and one three quarter acre lot for single-family dwellings, a one and a half acre lot for the City water tank, and two parcels for open space, including the Mid Mountain Trailhead parking area and an access road for the single-family lots. The applicant had initially proposed access to the water tank lot via the same access road serving the single-family lots. However, reduced grades further up Marsac Avenue create better conditions for access to the lot. Planner Barton reported that the alternate access is included as an exhibit to the Staff Report and is proposed by the applicant.

The applicant is also proposing trail realignments for three trails at the R-5 and Guardsman sites. The applicant proposes realigning the Empire Link Trail at the R-5 Site,

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as well as adjustments to the Tour De Suds and Mid Mountain Trails at the Water Tank site. Planner Barton explained that the applicant has agreed to the proposed Conditions of Approval for the trail realignments and there has been coordination with the Trails and Open Space team. At the R-5 site, one of the recommended conditions is as follows:

- The Applicant shall provide a trail connection from Marsac Avenue to the Empire Link Trail. The trail connection shall conform to the specifications of the City's Bicycle & Pedestrian Plan.

At the Guardsman site, one of the recommended conditions is as follows:

- The Applicant shall install a plumbed bathroom facility at Mid Mountain Trailhead in a location approved by the City. The bathroom facility shall receive all required Building Permits before construction may begin.

There will be additional coordination between the applicant and the Trails and Open Space team. Staff will be prepared to present additional information at the August 13, 2025, meeting. Planner Barton reported that the application includes proposed Plat Notes on the Guardsman Subdivision. Staff redlined Plat Note 3 and Plat Note 4 to better align the Plat Notes with the requirements of the amended Development Agreement. Staff is seeking input on the issues that have been reviewed so far during the meeting, including the proposed volumetrics, development on Very Steep Slopes, site access, trail relocation, and other items needed for Final Action. The recommendation from Staff is to continue the public hearings for each of the agenda items to August 13, 2025.

Commissioner Sigg referenced Page 5 of the Staff Report, which shows the existing and natural grade. He assumes this is the basis of the height request. Commissioner Sigg pointed out that what is shown is not a cut or anything recent, but is likely an antiquated road that has been there for many years. The applicant representative, Douglas Ogilvy, explained that there are two issues to consider: the height request and the determination of natural grade. Since that mine road cuts through the middle of the site, the site is not developable unless there is a determination of natural grade received. The applicant's perspective is that natural grade is what was there before the road went in.

Director Ward referenced Section 15-15-1 – Definitions in the LMC. Natural grade is the grade of the surface of any land prior to any development activity or any other manmade disturbance or grading. When it is not readily apparent what that is, there is a process in place. Alliance Engineering went through and completed a historic analysis of the site and evaluated the surrounding site context to create the best estimate of the natural grade. That was submitted, and the Planning Department had a third-party surveyor, Horrocks Engineers, visit the site, look at the historic record, and create a best estimate of the natural grade prior to that manmade disturbance. That will be the underlying natural grade determination that will be measured from. She clarified that the applicant is also

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asking for a height exception. Commissioner Sigg asked if Alliance Engineering and Horrocks Engineers had the same determination. Director Ward stated that it was close.

Chair Van Dine asked for feedback on the slopes. Commissioner Johnson agrees with the Staff analysis that was provided. At the next meeting, he looks forward to seeing feedback from the applicant about whether a variance will be sought out. He would prefer the Staff recommendation. In addition, he is interested in seeing what the trail relocation will look like. Commissioner Johnson asked about the location of the historic road that was mentioned. Page 10 of the Staff Report was reviewed by the Commission. Chair Van Dine agreed with the comments shared by Commissioner Johnson. She believes the site allows for the development to move off of some of the Very Steep Slopes. As for the volumetrics of the building, she would like to see it come into better compliance.

Chair Van Dine opened the public hearing for the Argus (R-5) Subdivision.

Steve Barch stated that he is a Park City resident. He urged the Commission to reject or defer the R-5 application. Park City understandably wants the water rights and open space involved, but in return, Redus is looking to receive multiple variances that carry long-term legal, planning, and environmental risks. When it comes to the height, he believes that area allows for 35 feet, but Redus is proposing 62 feet, which is a 71% increase. As for slope, the parcel exceeds a 30% grade, which should trigger height reductions and stepped massing, but Redus is proposing taller, unstepped buildings.

Mr. Barch commented on setbacks. He believes SR-224 requires a 100-foot setback from the center line. With a 50-foot road width, the center line is 25 feet from the edge. Redus proposes a 20-foot setback from the edge, with 45 feet total, which is a 55% reduction. These three variances would allow a structure that is 71% taller and 55% closer to a State Highway on a steep terrain where height should be reduced. These variances are not being requested to serve the public, but because Redus cannot develop the other parcels. That is a private hardship and is not the responsibility of Park City. Mr. Barch expressed concerns that this will set a troubling precedent. Redus is offering 300 acres of land with documented contamination, but there is no public commitment to indemnify Park City if cleanup is needed. If Redus believes the land is safe, then there should be no objection to a full environmental indemnity. That should be required before anything moves forward. Mr. Bach stated that Park City's water rights and benefits matter, but not at the cost of the code, legal protections, or future precedent.

Marni Cohen reported that she has been in Empire Pass for almost 20 years. She believes this unit is proposed to be in the middle of the hiking trail, but with the grade at the bottom of the building, she is not certain how the Empire Link Trail will continue. She would like to see some assurances that the trail will be maintained if this moves forward. Ms. Cohen expressed support for the comments that were made by Mr. Barch.

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Susan and Craig Curtis have lived in the Empire Pass area for two years. Ms. Curtis thanked their neighbors who have made comments about the height, setbacks, and trails. They share those concerns. Ms. Curtis also expressed concerns that the roof is sloped upward towards the west. There are also concerns that it might be pitched. She would request that it be flat to reduce visual massing and preserve the views for the surrounding properties. There is also a request that the roof use ballast gravel or green roofing materials instead of metal, which can be highly reflective and out of place. She has concerns about the reflective nature of the materials based on what is currently proposed.

Mr. Curtis asked that the proposed project include adequate natural buffering, such as rows of aspen trees and a stone or rock wall, so the development blends more seamlessly into the landscape and respects the visual character of Empire Pass. According to the drawings, when driving up Marsac Avenue, headlights will shine directly into the proposed units. He asked if there is a way for the Commission to consider some type of natural buffer. Mr. Curtis next mentioned Tour De Suds. He rides that trail almost every day, and his request is that the realignment of the trail remain in the forest, because right now, it is heavily wooded. It looks like the proposed relocation would move it across an open area.

Kelly Mercier explained that she has concerns about erosion, but there is someone else with the same concern participating via Zoom. Unfortunately, that individual is unsure how to raise her hand. Ms. Mercier shared comments with the Commission. She knows various studies have been conducted, but during her time in Empire Pass, she has seen the trails move because of erosion. Under the Moonshadow construction, there is a new erosion site that appeared in the last two years during the construction period. She has concerns that once new construction starts right next to the Moonshadow development, it will exacerbate the issue. She is not convinced there has been a third-party review of the erosion situation and wildlife corridor.

Chair Van Dine informed those present that comments can also be emailed to planning@parkcity.org. In addition, the item will be continued to August 13, 2025.

There were no further comments. The public hearing was continued to August 13, 2025.

Mr. Ogilvy reported that there is a historical landslide that is north of the Moonshadow development, which he pointed to on a map of the area. The Geotechnical Engineer does not consider there to be a slide risk associated with this application. As for the topography and terrain for the Empire Link Trail, the tie-in point has been considered further south. There have been discussions with Deer Valley representatives and there is support for that. He does not believe it will be problematic to receive approval for the trail. The other request he has heard is to try to maintain access from Empire Pass Village down to the Empire Link Trail, which makes sense. To provide this access at a decent grade, the best option would be to cross the road and then turn left. There would need to be approval

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from Summit Land Conservancy to backfill against that wall with a slope that a trail could be built across. It would be possible to build that trail at an 8% or 10% grade.

With respect to the Tour De Suds, Deer Valley shares the concerns that were expressed during the public hearing. Mr. Ogilvy reported that Deer Valley would rather see the trail alignment be within the forested areas. He believes there are some opportunities there.

One aspect of the Staff Report that is concerning is the proposal that the building step down and follow the natural terrain down. That is mitigating an impact that is not really impacting anyone. He shared an image with the Commission and explained that the west side of the building will not be highly visible. He shared an example of a home built with a green roof and a ballast gravel roof. A rendering of the roof area was presented. The opportunity to incorporate flat roof elements like this would be beneficial to the neighbors to the west. He does not believe that sloping the roof down on the western side of the building will make a meaningful difference. An alternate roof plan was presented.

Rather than being asked to slope the roof down to the west side, the following is proposed:

- Argust (R-5) Plat – Alternate Condition of Approval:
    - Maximum roof elevation is 8062'. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east. Green roofs are encouraged.

Commissioner Frontero stated that the building height in this zone is a maximum height of 28 feet from existing grade. He knows there has been some discussion about natural grade versus existing grade. Ahead of the August 13, 2025, Planning Commission Meeting, he would ask Staff to provide additional information about the grade. Planner Barton reported that the assumed natural grade that was determined by the survey is what will function as existing grade for the purposes of determining where the 28 feet will be measured from. Commissioner Frontero pointed out that a significant height increase is being proposed by the applicant. He also noted that there appears to be area available to avoid building into Very Steep Slopes. He suggested that more work be done. As for the roof, he does not think a metal roof in this area would be the best construction material.

Commissioner Sigg asked what is driving the height that is proposed. Mr. Ogilvy explained that the standard right now for a flat ceiling is 12 feet floor to floor. The conceptual building is a three-story building. For the middle floor, the elevation is set by the slope of the driveway. The lower floor drops 12 feet below that. The lowest floor of the building is around 6 feet above grade. That means there are 6 feet, plus 12 feet, plus 12 feet, and then on the upper floor, there is a desire to have some flexibility so there is articulation in the roof. In terms of the visual impact to the west, what is proposed is reasonable. As for the earlier comment made by Commissioner Frontero, there is agreement that there will not be development in the Very Steep Slope areas. Chair Van

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Dine has less of a concern about height. In this area, there is more of a willingness to look at different heights, especially with the viewsheds that others have.

Mr. Ogilvy asked for feedback on his proposed Condition of Approval. Commissioner Johnson expressed support for what has been proposed by Staff. He understands the argument made by the applicant about the viewshed, but there will be impacts to the viewshed, because people do use the Empire Link Trail and the surrounding open space. Having some variation, especially with proposed height, makes sense. He believes it would be beneficial to look into a different concept before the next meeting.

Commissioner Beal and Commissioner Tilson are less concerned about the height. That being said, Commissioner Tilson is concerned about the roof materials. He feels the non-reflective roof materials are important because reflections could impact road safety as well as the neighboring residents. As a result, he would like to see more non-reflective materials used. Commissioner Sigg agreed with the comments made. He also supports the Staff comments about placing the building outside of the Very Steep Slopes.

MOTION: Commissioner Johnson moved to CONTINUE the Plat Amendment for 8946 Marsac Avenue and the Public Hearing to August 13, 2025. The motion was seconded by Commissioner Frontero. The motion passed with the unanimous consent of the Commission.

Chair Van Dine opened the public hearing for the MPD modification. There were no comments. The public hearing was continued to August 13, 2025.

MOTION: Commissioner Johnson moved to CONTINUE the Village at Empire Pass Master Planned Development Modification and the Public Hearing to August 13, 2025. The motion was seconded by Commissioner Tilson. The motion passed with the unanimous consent of the Commission.

Chair Van Dine opened the public hearing for the Guardsman Subdivision. There were no comments. The public hearing was continued to August 13, 2025.

Commissioner Tilson would like to ensure that there is proper shading between the new homes and the Hawkeye Ski Run to mitigate the visual impacts of the homes there. Commissioner Frontero asked whether that would involve screening with a tree buffer, which was confirmed. Chair Van Dine appreciated the change related to access. She believes the addition of restrooms and potentially a bus stop at the Mid Mountain parking lot will be a community benefit. Commissioner Frontero commended the applicant for the restroom there, as that was not required. That kind of community benefit is appreciated.

Commissioner Sigg asked about the curb cut for the new water tank access to the south. Mr. Ogilvy reported that there is current approval for a Conditional Access Permit for the main driveway, as shown. There will need to be an application for an additional

PENDING APPROVAL

Conditional Access Permit for the water tank driveway. He does not believe that it will be controversial because the sightlines are good, and based on discussions with the Water Department, that driveway is used approximately once a month. Commissioner Sigg wanted to know what kind of separation there is between curb cuts. Connor Fraser with Alliance Engineering reported that 150 feet is needed; otherwise, there will need to be a variance. Mr. Ogilvy stated it is possible to achieve 150 feet based on the site plan.

The comment made by Commissioner Tilson was discussed. Mr. Ogilvy stated that there is a 15-foot setback, and for Lot 1, there are trees on the Deer Valley parcel. On Lot 3, the home will be developed closer to the end of the hammerhead so views can be oriented to the west. Through the design, there will be healthy tree preservation along Hawkeye.

MOTION: Commissioner Johnson moved to CONTINUE the Plat Amendment for 9401 Marsac Avenue and the Public Hearing to August 13, 2025. The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

E. 8946 Marsac Avenue - Plat Amendment - The Applicant Proposes to Create a 1.58-Acre Lot for Four Dwelling Units in One Multi-Unit Dwelling. PL-25-06523.

Items 6D, 6E, and 6F were presented and discussed at the same time.

F. 9401 Marsac Avenue - Subdivision - The Applicant Proposes to Create Three Lots for Three Single-Family Dwellings, a Lot for the Park City Municipal Corporation Water Tank, and a Parcel for the Mid Mountain Trailhead Parking Lot. PL-25-06547.

Items 6D, 6E, and 6F were presented and discussed at the same time.

G. 301 Marsac Avenue - Steep Slope Conditional Use Permit - The Applicant Proposes Constructing a 4,103-Square-Foot Single-Family Dwelling on Very Steep Slopes in the Historic Residential - 1 Zoning District. PL-23-05946.

Planning Project Manager, Elissa Martin, presented the Staff Report and explained that the application is for an SSCUP at 301 Marsac Avenue. The proposal is for a 4,103 square foot single-family dwelling in the Historic Residential – 1 (“HR-1”) Zone. Slopes range between 90% and 100%. The duplex to the east of the property has encroachments that go over onto 301 Marsac Avenue on the rear lot line that is shared. The Commission reviewed the plans during a Work Session on June 25, 2025, and provided feedback.

PENDING APPROVAL

The applicant provided updated plans that addressed many of the inconsistencies. Manager Martin explained that the item has been brought to the Planning Commission to review the progress that has been made. However, there is still some work to be done in order to meet the SSCUP and Historic District standards. She wants to make sure there is nothing outstanding that needs to be addressed so when the item comes back to the Planning Commission in August, it will be possible to take Final Action on the application.

Manager Martin reported that one of the remaining inconsistencies relates to the zoning requirements. The HR-1 Zone allows a setback exception for decks and patios to encroach into the side setback, but those decks may not exceed 30 inches in height above final grade. The two decks on the secondary façade appear to exceed that. As a result, those decks will need to be modified or removed in order to meet the requirement.

The Historic District standards need to be considered as well to ensure there is consistency. One of the concerns is the window glazing on the front façade of the structure. While the glazing was significantly reduced in the updated plans compared to the previous iteration, there are two sliding glass doors on the third level that are almost floor-to-ceiling. Those are inconsistent with the Historic District design standards. Staff would recommend eliminating one of the sliding glass doors and replacing it with compatible solid-to-void ratio windows. She shared some example images with the Commission. The idea with the solid-to-void ratio is that there is more solid than void.

As for the decks, the previous plans had wraparound decks on both levels, but the updated plans have reduced them. However, there are still some areas that need to be reduced in width and depth. The smaller deck on the second level on the front façade needs to be reduced so it does not wrap the building. The third-level deck also needs to be reduced and minimized in width. The Staff Report provides some possible ideas.

The roof deck in the previous plans was quite large and there was a rear retaining wall that was exposed. Manager Martin reported that the updated plans provide a reduced depth in the roof deck. There is a landscaped terrace that helps to reduce that depth. In addition, it would provide some vegetative screening. The width of the deck was slightly reduced, but there is still an overhang that extends beyond the roof form on either side. That would need to be eliminated in order to meet the standard that is in place.

Manager Martin next discussed terracing and screening. In the previous plans, the retaining walls did not step with the grade. The applicant has provided terraced retaining walls that step with the grade. The intention is to provide vegetation, but there will be a Condition of Approval drafted to ensure the vegetation screens the retaining walls.

Manager Martin reviewed the Staff recommendation for this agenda item:

- Review the proposed 4,103 square foot single-family dwelling at 301 Marsac Avenue on Very Steep Slopes in the HR-1 Zoning District;

PENDING APPROVAL

- Provide feedback to the applicant regarding additional modifications to the house plans needed to comply with the HR-1 Zoning District, SSCUP, and Historic District Design Requirements;
- Open a public hearing; and
- Consider continuing the SSCUP application to the August 13, 2025, Planning Commission Meeting for Final Action.

There was discussion about the retaining wall and potential modifications. Director Ward reported that the Design Architect, Andrea Taylor, has joined the Planning Commission Meeting. Ms. Taylor reported that the retaining walls are modeled conceptually and there is a four-foot step as an estimate. The final engineering and landscape design will have a smoother transition. She reiterated that the renderings are conceptual and it is not the intention to show the retaining walls as a design feature. The client wants any sort of necessary grading to be hidden. Chair Van Dine appreciated the clarification.

Commissioner Frontero asked whether Manager Martin has voiced her concerns about the remaining items to the applicant. This was confirmed. Commissioner Frontero wanted to know if the applicant will be able to make the changes by August 13, 2025. Ms. Taylor confirmed that there is enough time to make the suggested changes. Chair Van Dine agrees with the Staff interpretation of the changes that need to be made. Reducing the decks and glazing to conform with the guidelines makes sense. Ms. Taylor reported that the side decks comply with the maximum 30-inch elevation grade, which can be illustrated ahead of the next Planning Commission discussion on the item. Manager Martin noted that there might need to be more detailed information provided.

Ms. Taylor asked to discuss the rear deck. It exists mostly on grade and does not exist as a roof form over the building below. Manager Martin reported that the requirement that applies is the Historic District Design Standards. She read the following language:

- New balconies and roof decks shall be visually subordinate to the new building and shall be minimally visible from the primary public right-of-way.

With the roof deck extending over the sides of the building, it is possible to see the roof deck clearly from the right-of-way. That is the concern from Staff. Ms. Taylor asked to address the question of the glazing on level three. The site is unique and there is concern about comfort inside the unit in terms of natural daylighting and visibility, as there are not a lot of opportunities to add glazing on the facades. She understands the solid-to-void ratio but asked how that is intended to be addressed with the Very Steep Slope. Chair Van Dine pointed out that multiple nearby houses have managed to follow the guidelines. When this item comes back, that needs to be more in compliance.

Commissioner Johnson asked about the ingress and egress. He wanted to know if there is a proposal for a paved turnaround area and what the distance is from the Marsac right-of-way to the entry of the garage. Manager Martin reported that the Engineer will need

PENDING APPROVAL

to look at the turnaround area. The applicant would need to provide site-specific conditions that justify the additional turnaround. It could be because there is a shallow depth of space between the right-of-way and the garage. Commissioner Johnson asked that drawings be provided next time to illustrate that there is an adequate turnaround area.

Chair Van Dine opened the public hearing. There were no comments. The public hearing was continued to August 13, 2025.

MOTION: Commissioner Frontero moved to CONTINUE the Steep Slope Conditional Use Permit for 301 Marsac Avenue and the Public Hearing to August 13, 2025. The motion was seconded by Commissioner Tilson. The motion passed with the unanimous consent of the Commission.

7. ADJOURNMENT

MOTION: Chair Van Dine moved to ADJOURN. There was no second. The motion passed with the unanimous consent of the Commission.

The meeting adjourned at approximately 9:50 p.m.

PENDING APPROVAL

Planning Commission
Staff Report

Subject: **Draft General Plan**
Application: **PL-24-06358**
Date: **August 13, 2025**
Type of Item: **Work Session**

Recommendation
(I) Review the Draft 2025 General Plan neighborhood plans, (II) allow public input, and (III) provide input.

Summary
On June 26, 2025, the consultant team provided an overview of the Draft 2025 General Plan in a joint Planning Commission and City Council work session for initial input (Agenda Packet, Item VIII.1; Minutes, p. 13).

On July 9, 2025, the Planning Commission conducted a public hearing and provided input on the Transportation, Community Character, and Land Use Nodes Type Map components of the draft (Agenda Packet, Item 6.A; Meeting Recording).

On July 23, 2025, the Planning Commission reviewed revisions on the formatting of the plan that incorporated the joint meeting input and conducted a public hearing and provided input on the Moderate Income Housing, Water and Open Space Preservation, and Sustainability components of the draft (Agenda Packet, Item 6.A; Meeting Recording).

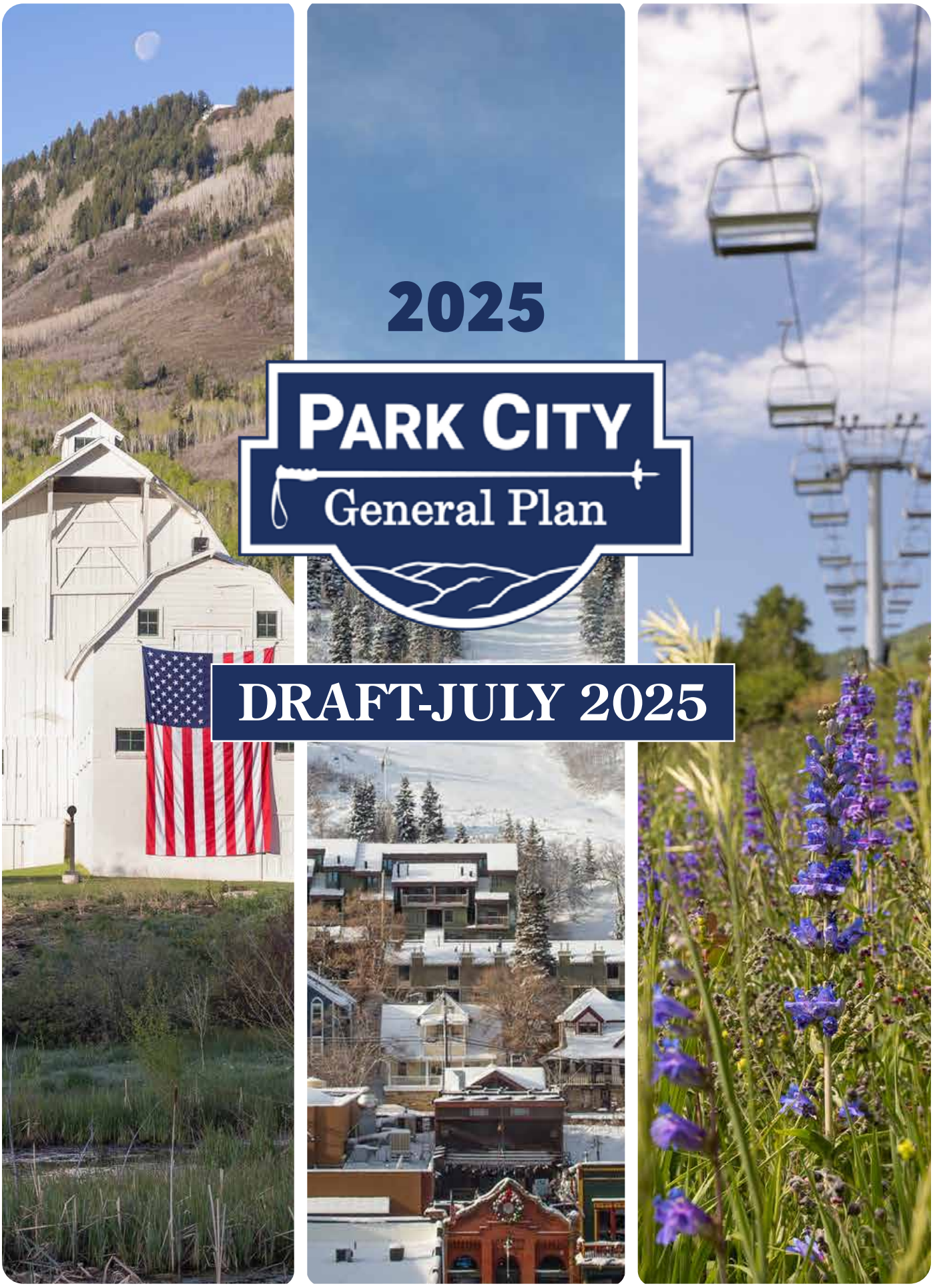
The Draft 2025 General Plan updates the ten 2014 General Plan neighborhood plans:

- Volume II, Neighborhoods 1 – Thaynes, Park Meadows, Bonanza Park, Prospector Square
- Volume II, Neighborhoods 2 – Resort Center, Old Town, Masonic Hill
- Volume II, Neighborhoods 3 – Lower Deer Valley, Upper Deer Valley, Quinn's Junction

Resident volunteers applied to serve on Advisory Committees for their neighborhood to help build project awareness and encourage resident engagement in a series of open houses held from December 2024 through February 2025. Residents reviewed the 2014 General Plan recommendations for their neighborhood and provided input on the recommendations for the 2025 General Plan.

Minor updates are in progress to include neighborhood icons in the Quinn's Junction area, to revise population information in the Resort Center to reflect residents and incoming visitors and employees, and to modify the Upper Deer Valley sub-neighborhoods.

Exhibits
A: July 2025 Draft General Plan
B: Appendix



2025

PARK CITY General Plan

DRAFT-JULY 2025

ACKNOWLEDGEMENTS

TO BE ADDED AT 100%

DESIGNWORKSHOP

wsp

Fehr & Peers

FFKR ARCHITECTS

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LETTER FROM THE MAYOR



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INTRODUCTION

OVERVIEW

ABOUT THE PLAN

Park City's General Plan is the community-driven blueprint that builds upon prior planning documents and visioning to guide future development, growth, and land use policy. It captures a shared community vision, how and where people live, work, shop, and play, and translates that vision into goals, policies, and strategies for land use, transportation, housing, open space, public facilities, and more. By setting clear expectations for infrastructure investments and growth patterns, the General Plan provides consistency and predictability for residents, developers, and decision-makers alike.

Under Utah law (Utah Code § 10-9a-401 et seq.), every municipality must adopt a General Plan and review it regularly. At a minimum, the Plan must include:

- **Transportation/Circulation Element:** Mapping existing and future roads, transit routes, and active-transportation corridors;
- **Land Use Element**: Designating where different types and intensities of development should occur;
- **Moderate-Income Housing Element:** Identifying realistic opportunities to meet the community's affordable-housing needs over the next five years; and
- **Water Use and Preservation Element:** Aligning local water policy with regional conservation goals.

The General Plan is an advisory guide for land use decisions. Public uses must conform to the Plan, including publicly owned properties, streets, and public utilities.

WHY NOW?

Since Park City's last General Plan was adopted in 2014, numerous shifts have occurred that make an update both timely and essential. Over the past decade, demographic trends have evolved with a growing year-round population alongside a dynamic tourism economy that influence transportation needs, housing demand, and public-service capacities. Infrastructure investments and energy-conservation priorities have also advanced, particularly around transit expansions and renewable energy, which the 2014 Plan does not fully address.

Moreover, recent state statutes now require stronger emphasis on affordable housing and water conservation, two critical challenges for mountain communities facing rising housing costs and variable water supplies. By updating the General Plan, Park City can integrate the new statutory elements, harness fresh data on growth projections and resource use, and reaffirm community values through renewed public engagement. This comprehensive refresh will align local policy with current conditions, legal requirements, and the City's enduring commitment to balanced, sustainable development.

PROCESS OVERVIEW

The General Plan update process took place from June 2024 through August 2025 across five phases. In **Phase 1 (June–September 2024)**, staff compiled baseline data, then convened advisory bodies in **Phase 2 (July–October 2024). Phase 3 (November 2024–January 2025)** translated community feedback into a draft vision and goals, and **Phase 4 (December 2024–May 2025)** produced the Plan's required elements: land use, transportation, housing, water conservation. Finally, in **Phase 5 (June–August 2025)**, the draft was released for public comment and put up for adoption. **Three engagement windows** sought public input: Project Awareness & Values Identification (June–October 2024), Ideas & Alternatives Development (November 2024–March 2025), and Draft & Final Plan Sharing (April–July 2025).

VISION AND MISSION STATEMENTS

The Vision and Mission Statements were developed through a collaborative process with community input and feedback. They are grounded in Park City's core values- small town, sense of community, natural setting, and historical character, identified by the community in the previous general plan as the foundation for the community's future.

The vision and mission statements are interconnected elements that together define the direction and purpose of Park City's development. The vision statement articulates the community's long-term aspirations and values, encapsulating what residents hope to achieve and preserve as the city grows. The mission statement translates this vision into actionable goals that guide daily decisions and long-term planning. Together, these statements provide a unified direction for Park City's growth, equity, and environmental stewardship.

VISION

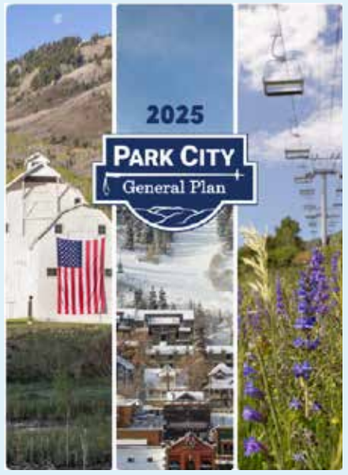
“Park City is a mountain community that preserves our small-town feel, unique character and history, natural environment, open space, and world class recreation. We advance multi-modal transportation and innovation for residents, workforce and visitors, while fostering thoughtful planning and land uses for balanced growth, today and for future generations.”

MISSION

- We will be a welcoming community.
- We will preserve our open space and conservation areas.
- We will not increase our road network and will look at creative multi-modal solutions to address traffic and mobility.
- We will increase mixed-use centers in our neighborhoods that people can walk to.
- We will offer housing options to a variety of demographics (young families, seniors, etc).
- We will continue to be a healthy community.

PLAN STRUCTURE

MAIN PLAN DOCUMENT



VISION AND MISSION STATEMENTS

The vision statement articulates Park City's long-term aspirations and core values, while the mission statement translates this vision into actionable goals and commitments, to ensure alignment with the community's broader aspirations.

PLAN THEMES AND FOCUS AREAS

The core values incorporated in the vision statement direct the goals for each of the Plan Themes. Each Plan Theme includes Focus Areas which are an effort or desired result to provide direction for how to achieve the community's vision and values.

STRATEGIES

Each Plan Theme and Focus Area includes a series of recommended strategies that give clear direction on action steps and implementation to achieve the Plan vision and goals.

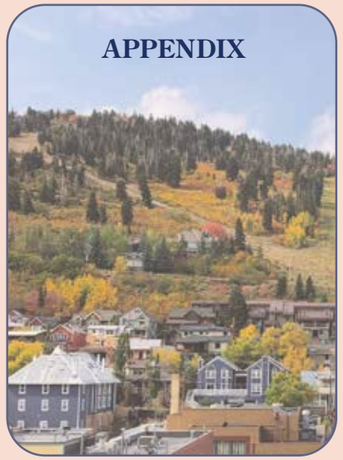
NEIGHBORHOOD PLANS

This identifies key characteristics of the area and specific recommendations for the neighborhood, all based on individual neighborhood feedback.

FUTURE LAND USE NODE TYPES MAP

This map identifies areas most appropriate for context-sensitive development and key multi-modal improvements. The city's existing Zone District Map is incorporated to ensure future development is consistent with existing development patterns.

APPENDICES



DRIVERS AND TRENDS

This chapter looks at the demographic profile of the City, understanding existing growth patterns. This chapter looks at existing transportation, population trends and identifies key takeaways for the plan recommendations.

COMMUNITY ENGAGEMENT AND OUTREACH

This gives an overview of the community outreach done as part of the General Plan Update process. It identifies key learnings from the different types of outreach done.

CURRENT INITIATIVES

This identifies policies, programs and initiatives completed by the City since the 2014 General Plan.

IMPLEMENTATION PLAN

This chapter has detailed actions identified in order to implement the strategies mentioned in the main plan document. The actions are accompanied by a timefame, and necessary departments and partnerships responsible for their implementation.

EXISTING TRENDS ANALYSIS

COMMUNITY ENGAGEMENT RESULTS

EXISTING CITY PLANS

- Moderate Income Housing Plan
- Bonanza Small Area Plan

PLAN THEMES

TRANSPORTATION

We value a connected community with great access to recreation and open spaces and a variety of transportation options for visitors, workforce, and residents.

FOCUS AREAS

- *Data Backed Decision Making*
- *Transit Improvements*
- *Traffic Management*
- *Parking*
- *Preserve Park City's Small Town Feel*
- *Walkable and Bikeable Neighborhoods*
- *Special Events*

COMMUNITY CHARACTER

We value our unique community, quality of life, and authentic character. We support a variety of options that create housing opportunities for all groups within the community. We preserve our historic districts and cultural elements and celebrate the history of Park City.

FOCUS AREAS

- *Small Town Feel*
- *Sense of Community*
- *Land Use Growth*
- *Technology*
- *Historic Preservation*

MODERATE INCOME HOUSING

We will provide housing options for various groups, including workforce, seniors, and first-time home buyers.

FOCUS AREAS

- *Variety of Housing options*
- *Workforce Housing*

WATER AND OPEN SPACE PRESERVATION

We protect our resources and plan for future generations and climate change. We strive to preserve our open and natural lands and create a green buffer around Park City.

FOCUS AREAS

- *Water Preservation*
- *Open Space Conservation*
- *Sensitive Lands*

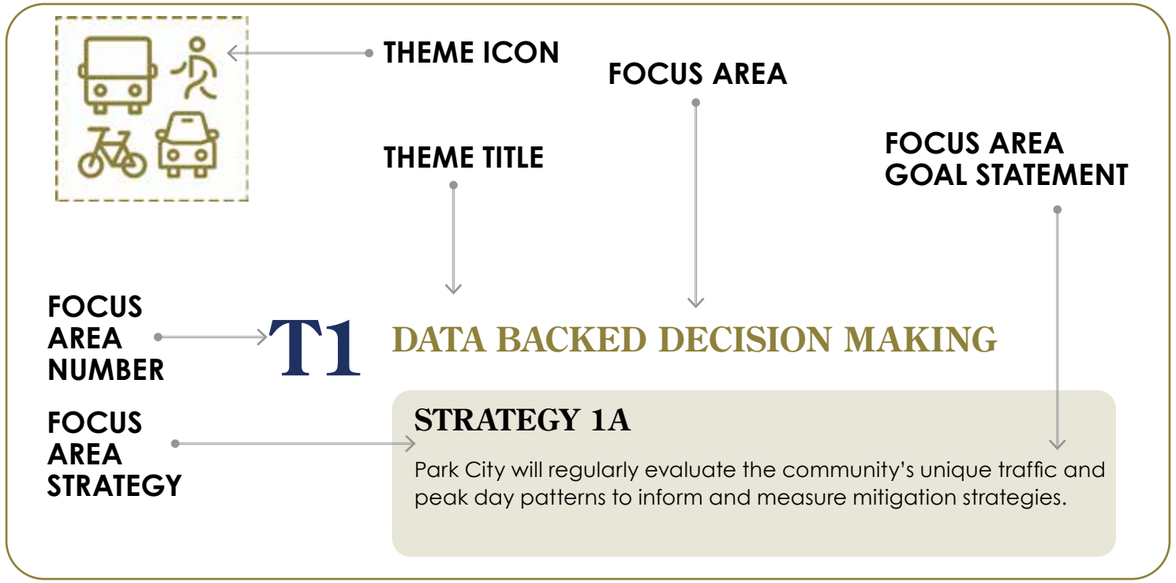
SUSTAINABILITY

We value our natural environment and preserve and protect natural areas.

FOCUS AREAS

- *Environment*
- *Wildfires*
- *Waste Reduction*
- *Energy Efficiency*







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PLAN THEMES



TRANSPORTATION

We value a connected community with great access to recreation and open spaces and a variety of transportation options for visitors, workforce, and residents.

FOCUS AREAS

T1. Data Backed Decision Making

T2. Transit Improvements

T3. Traffic Management

T4. Parking

T5. Preserve Park City's Small-Town Feel

T6. Walkable and Bikeable Neighborhoods

T7. Special Events

T8. Emergency Planning

WHAT WE HEARD

71% of respondents feel the **biggest challenge in the eyes of the residents is traffic and congestion.** *(Survey)*

81% approximate increase in daytime population in Park City. *(Existing Trends)*

Residents prefer a focus on improved walkability and transit services for workers and visitors and prioritization of transportation improvements.

Park City residents feel that streets that prioritize walkability, and park and ride lots with express/worker transit service should be the top factors to consider when prioritizing projects in the next 5 to 10 years.

More than half of Park City residents reported that among all transportation challenges, infrastructure limitations creates the most issues.

PREFERRED SCENARIO

SCENARIO 2: More Difficult



34.63%

This scenario focuses on reducing car dependency while fostering a livable, transit-oriented, and pedestrian-focused environment.

SCENARIO 3: Most Difficult



34.07%

This scenario prioritizes people over cars, ensuring that visitors and residents alike can navigate Park City without relying on personal vehicles with consideration for the needs of residents.

TRANSPORTATION

INTRODUCTION

The results of the Statistically Valid Survey indicate that 71% of Park City residents find traffic and congestion to be Park City's biggest challenge. Residents indicated that prioritizing walkability and pedestrians is a top priority over the next five to ten years. A capture lot system for workers and visitors was the second most popular transportation option for respondents. Improving transit and easing congestion without impacting the small-town feel and open space that define Park City were also common themes.

In 2023, the leading non-interstate volumes in Park City occur along SR-224 (31,500 vehicles per day), SR-248 (21,000 vehicles per day), and Deer Valley Drive (19,500 vehicles per day). In 2023, of the 13,461 people that were employed within Park City, 87.4% lived outside of the city, meaning that the majority of the people who work in Park City live outside of the city and must commute to work from elsewhere. Overall, the city has a net inflow of commuters, with more people coming to the city to work than leaving the city to work. By 2050, SR-224 is expected to grow in traffic volumes by 5% to 33,000 vehicles, Deer Valley Drive by 10% to 21,500 vehicles, and SR-248 by 66% to 35,000 vehicles per day.

The Transportation Plan Theme provides an opportunity to address this key community priority. This Plan Theme focuses on ways to increase transit and mobility focused improvements while preserving Park City's small town feel. A key priority for these actions and strategies is to find solutions that will not require widening of existing roadways. Solutions to traffic and congestion are complex, and the community has indicated support for measures that would enable multi-modal improvements over improvements for individual cars. While the community prioritizes limitation of expansion of roads, there may be innovative solutions in the future that could be best implemented with some additional space. For this reason, this plan is clear that if lane widening is ever considered in the future, it must only be used to provide multi-modal improvements and should not be used to increase car driving lanes.

RECOMMENDATIONS

** Specific actions tied to each proposed strategy can be found in the Implementation Matrix under the Appendix chapter.*



T1 DATA BACKED DECISION MAKING

Park City will collect and analyze data under "Data backed decision making".

STRATEGY 1A
Park City will regularly evaluate the community's unique traffic and peak day patterns to inform and measure mitigation strategies.

T2 TRANSIT IMPROVEMENTS

Park City will prioritize an efficient and effective transit system that provides convenient, predictable, and reliable connections for visitors, the workforce, and residents.

STRATEGY 2A
Advance high-capacity transit on the SR-224 and SR-248 corridors in coordination with High Valley Transit and the Utah Department of Transportation (UDOT) to serve as the primary transit spines connecting regional capture lots to key destinations.

STRATEGY 2B
Build on the Short-Range Transit Plan and Transportation Master Plan Park City Forward to build the transit network, increase transit frequency, and improve regional connections.

STRATEGY 2C
Park City will develop a network of internal mobility hubs as shown in the Node Types Map, including ones in the Thaynes and Park Meadows neighborhoods, as well as more developed ones in Bonanza and Old Town, and supportive infrastructure to enhance first- and last-mile connections.

T3 TRAFFIC MANAGEMENT

Park City will enhance transit, walking, biking, and other active travel modes and utilize dynamic travel demand methods to ease vehicular congestion without expanding roads.

STRATEGY 3A
Evaluate long-term congestion pricing and/or flex-lanes on SR-224 and SR-248.

STRATEGY 3B
Park City will prioritize using pricing, mode shift, and land use policy, instead of roadway widening, to manage congestion.



T3

STRATEGY 3C
Deploy smart traffic management tools to inform dynamic operations and user guidance.

STRATEGY 3D
Strengthen policies that reduce reliance on single-occupancy vehicles by requiring and incentivizing multimodal transportation through planning, development, and transportation initiatives.

STRATEGY 3E
Reduce wildlife-vehicle collisions.

T4

PARKING

Park City will prioritize parking access for non-SOV (Single Occupancy Vehicle) modes to support the existing character.

STRATEGY 4A
Use parking pricing and policy updates to support mode shift goals, reduce vehicle congestion, and prioritize access for residents and high-occupancy travel.

STRATEGY 4B
Continue to implement the bike parking requirements of Ordinance No. 2023-18 for new development.

T5

PRESERVE PARK CITY'S SMALL TOWN FEEL

Park City will manage vehicular traffic and elevate pedestrian and bicyclist safety to preserve neighborhoods.

STRATEGY 5A
Implement Main Street circulation improvements to enhance safety and efficiency in Old Town and support a more walkable, less car-dependent downtown.

STRATEGY 5B
Continue to expand and implement traffic calming initiatives through the Neighborhoods First Streets Program.



T6

WALKABLE AND BIKEABLE NEIGHBORHOODS

Park City will enhance the safety and comfort of active transportation facilities to promote wider adoption.

STRATEGY 6A
Continue to build out the high-comfort active transportation network by implementing priority segments of the 2024 Bike and Pedestrian Plan.

STRATEGY 6B
Support winter access and maintenance to ensure year-round multimodal access.

STRATEGY 6C
Improve crossings and reduce barriers to ensure safety and accessibility on key corridors.

T7

SPECIAL EVENTS

Park City will be forward-thinking in transportation investments that can accommodate unique uses without overbuilding

STRATEGY 7A
In preparation for the 2034 Olympic Games, collaborate for transportation infrastructure and operational protocols to support the Games.

T8

EMERGENCY PLANNING

Park City will evolve their emergency planning as conditions change.

STRATEGY 8A
Update evacuation plans and public communication protocols to ensure emergency plans remain current, known to the public, and well-linked to transportation needs.



COMMUNITY CHARACTER

We value our unique community, quality of life, and authentic character. We support a variety of options that create housing opportunities for all groups within the community. We preserve our historic districts and cultural elements and celebrate the history of Park City.

FOCUS AREAS

C1. Small Town Feel

C2. Sense of Community

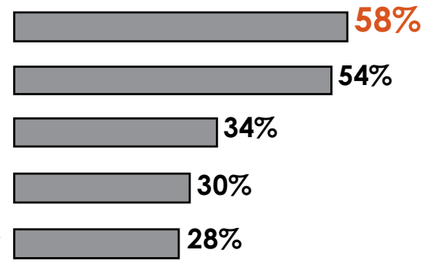
C3. Land Use Growth

C4. Technology

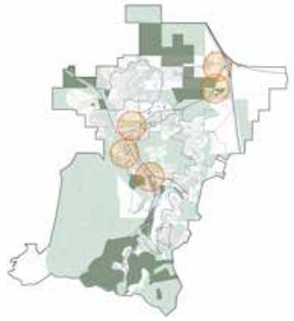
C5. Historic Preservation

WHAT WE HEARD

Which goals should Park City focus on? *(Statistically valid survey)*



PREFERRED SCENARIO



SCENARIO 1: Neighborhood Infill Development

38%

» This scenario focused on small-scale, medium-density projects that fit the local context. It emphasizes diverse housing typologies, while also incentivizing adaptive reuse. This supports vibrant, walkable neighborhoods and strengthens local economies.

» **54%** agreed that creative multimodal solutions to address traffic and mobility concerns is a desired mission for the city compared to increases in the existing road network. (Questionnaire)

» Overall strong support for Park City's vision statement, particularly highlighting its small-town character, natural environment, open space, and recreation opportunities. (Questionnaire)

Community feedback indicates a notable interest in developing walkable, mixed-use neighborhood centers.

A sense of community is the top value that represents Park City according to the statistically valid survey. Respondents from the survey feel that the City should focus on reinforcing and improving that sense of community.

Most residents cite the many opportunities for outdoor and recreation activities as a top reason why they decide to live in Park City. Residents also mention the balance of both small-town feel and easy access to services and access to Salt Lake City as a great benefit to living in Park City.

COMMUNITY CHARACTER

INTRODUCTION

During the General Plan community engagement process, we heard that preserving Park City's small-town feel and the natural setting were some of the key goals that the updated General Plan needs to address. Aligning land use recommendations with transportation strategies is a key component of this plan and is represented in the Node Types Map. Focusing on a growth scenario that prioritizes growing within existing city boundaries, supporting infill development, both for residential and mixed-use projects, and creating walkable neighborhoods with access to basic services, was chosen as the preferred option for the future of the city.

The preservation of historic structures, open spaces, view corridors, and cultural landscapes also defines Park City's sense of place and character. Park City's historic resources include commercial, residential, and mining structures/sites:

- 400+ Landmark & Significant Sites on Park City's Historic Sites Inventory
- 85+ Sites on the National Register of Historic Places
- 12 Mining Sites with 50+ Resources
- 3 District/Multiple Property Designations on the National Register of Historic Places
  - » Main Street Historic District (listed in 1979)
  - » Mining Boom Era Residences (Thematic District/ Multiple Property Listing; listed in 1984)
  - » Historic Mining Resources (Multiple Property Listing; listed in 2023)

Therefore, Park City will continue to protect and celebrate its historic resources from four historic eras:

- Settlement and Mining Boom Era [1868 – 1893]
- Mature Mining Era [1894 – 1930]
- Mining Decline and Emergence of Recreation Industry [1931 – 1962]
- Recreation and Resort Industry Establishment [1963 – 1982]

RECOMMENDATIONS



** Specific actions tied to each proposed strategy can be found in the Implementation Matrix under the Appendix chapter.*

C1 SMALL TOWN FEEL

Park City will maintain its small town feel and mountain community character.

STRATEGY 1A
Maintain existing road network and prioritize limiting road width expansions for additional travel lanes.

STRATEGY 1B
Support and ensure the year-round and long-term resilience of the Park City economy.

STRATEGY 1C
Encourage small scale compatible commercial infill.

STRATEGY 1D
Increase Park City's walkability through an improved pedestrian friendly environment.

STRATEGY 1E
Support the continued success of the multi-seasonal tourism economy while preserving the community character.

STRATEGY 1F
Prioritize high quality design in new developments and redevelopment that respects the existing scale, style, and massing of buildings.

C2 SENSE OF COMMUNITY

Park City will make sure its residents have sense of belonging and are provided with places and opportunities to gather and interact.

STRATEGY 2A
Protect Park City's character and unique sense of place.

STRATEGY 2B
Strengthen existing neighborhoods through context-sensitive design requirements and creation of gathering places.



C2

STRATEGY 2C
Strive for equity and plan for all groups within the community.

STRATEGY 2D
Provide easy access to trails and recreation opportunities.

STRATEGY 2E
Continue to support Arts & Culture and incorporate it into the public realm.

C3

LAND USE & GROWTH

Park City will plan for future growth while protecting open spaces and its current scale.

STRATEGY 3A
Protect open space, discourage sprawl, and direct growth inward.

STRATEGY 3B
Create walkable mixed-use nodes that can accommodate new growth, while providing access to services, retail and transportation.

STRATEGY 3C
Evaluate potential station area planning around future BRT stops.

STRATEGY 3D
Encourage infill development and enable a variety of housing typologies that provide a diverse mix and respond to the needs of various demographic and socioeconomic groups.

STRATEGY 3E
Create a comprehensive plan for City properties and rights-of-ways to evaluate areas that need improvement in preparation of the 2034 Olympics and beyond.

C4

TECHNOLOGY

Park City will analyze options to incorporate technology to improve quality of life and overall communications.

STRATEGY 4A
Support the Integration of Smart City Infrastructure and technology that supports energy efficiency and renewables.



C5

HISTORIC PRESERVATION

Park City will protect, preserve, enhance, and celebrate the historic character of the community.

STRATEGY 5A
Develop a clear understanding of the ski era resources in Park City.

STRATEGY 5B
Confirm the key resources and sites related to Park City's Olympic host legacy.

STRATEGY 5C
Continue to document and monitor Mining Era resources, especially in Park City's residential and business districts, which provide the foundation of Park City's historic resources and character.

STRATEGY 5D
Continue to recognize preservation projects, share success stories to inspire future efforts, and provide technical resources to property owners.

STRATEGY 5E
Provide access to historic preservation best practices, recognizing the range and diversity of Park City's historic resources.

STRATEGY 5F
Continue to educate the community and visitors about the history and evolution of Park City.

STRATEGY 5G
Collaborate with the Park City Museum, Utah Historical Society, and other partners to help tell the story of less well-known aspects of Park City's history.

STRATEGY 5H
Continue to support the adaptive re-use of historic buildings through incentives.

STRATEGY 5I
Establish options to incentivize the preservation of the documented historic resources associated with the ski era.

STRATEGY 5J
Continue to foster collaborative efforts to preserve, protect, and promote Park City's historic resources.

STRATEGY 5K
Proactively work to protect the historic mining sites and structures from both physical and environmental damage.

COMMUNITY CHARACTER

C5

STRATEGY 5L
Continue to explore opportunities to integrate historic preservation with other initiatives, such as sustainability, workforce housing, arts/culture, and recreation/ trails/open space.

STRATEGY 5M
Proactively work to protect Old Town's historic resources from wildfire damage.

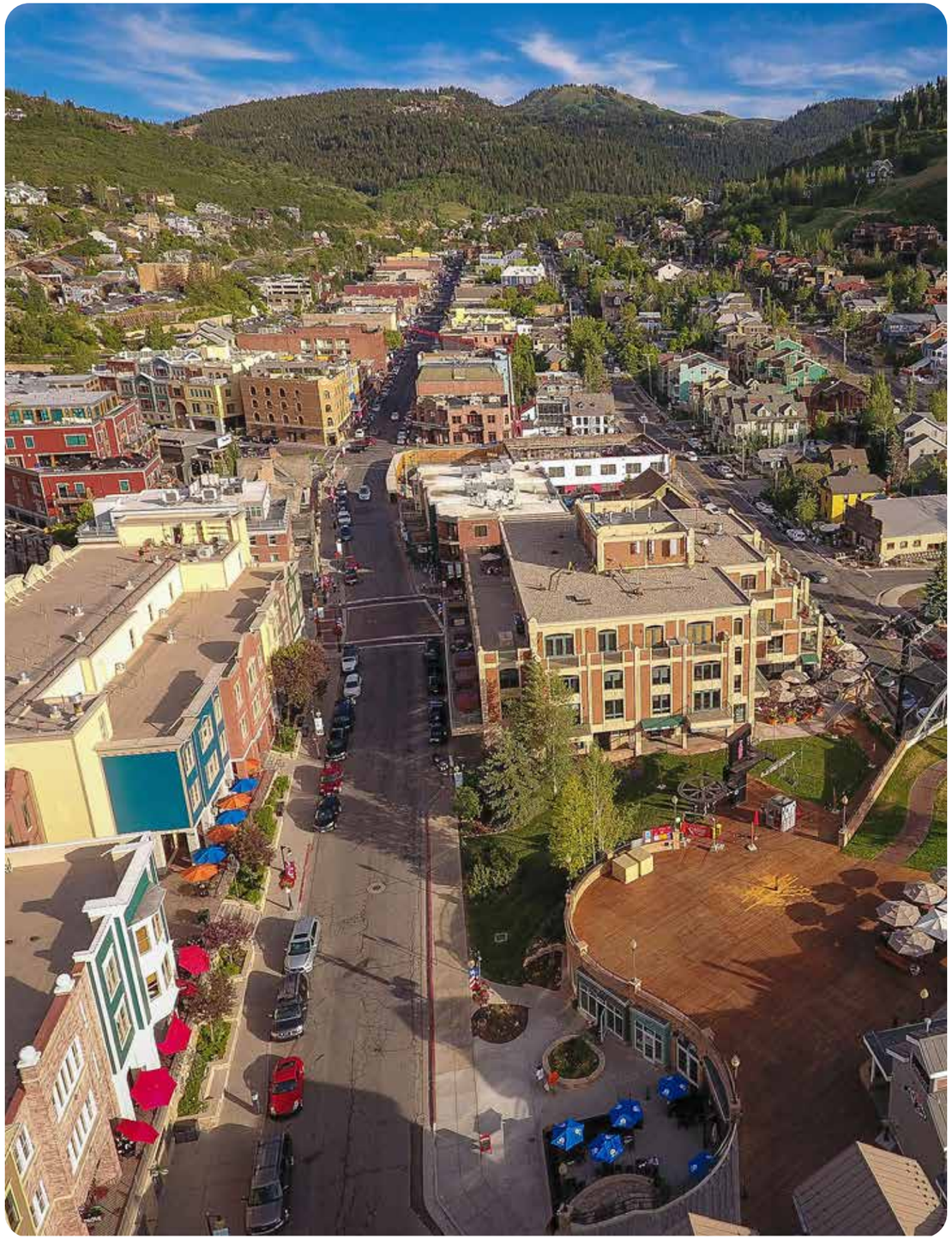
STRATEGY 5N
Support the integration of small-scale mixed-use components into Park City's older and historic neighborhoods to discourage sprawl and support walkable neighborhoods.

STRATEGY 5O
Continue to regularly assess and evaluate the Regulations for Historic Districts and Historic Sites in the Land Management Code (LMC) for consistency and potential modifications that further preservation efforts while supporting a degree of flexibility.

STRATEGY 5P
Periodically review newly constructed infill projects for suitability and compatibility of infill development within the Historic Districts.

STRATEGY 5Q
Continue to promote and strengthen Main Street as the historic core of Park City.

STRATEGY 5R
Support efforts for a pedestrian-first environment along Main Street and within Old Town.





MODERATE INCOME HOUSING

We will provide housing options for various groups, including workforce, seniors, and first-time home buyers.

FOCUS AREAS

H1. Variety of Housing Options

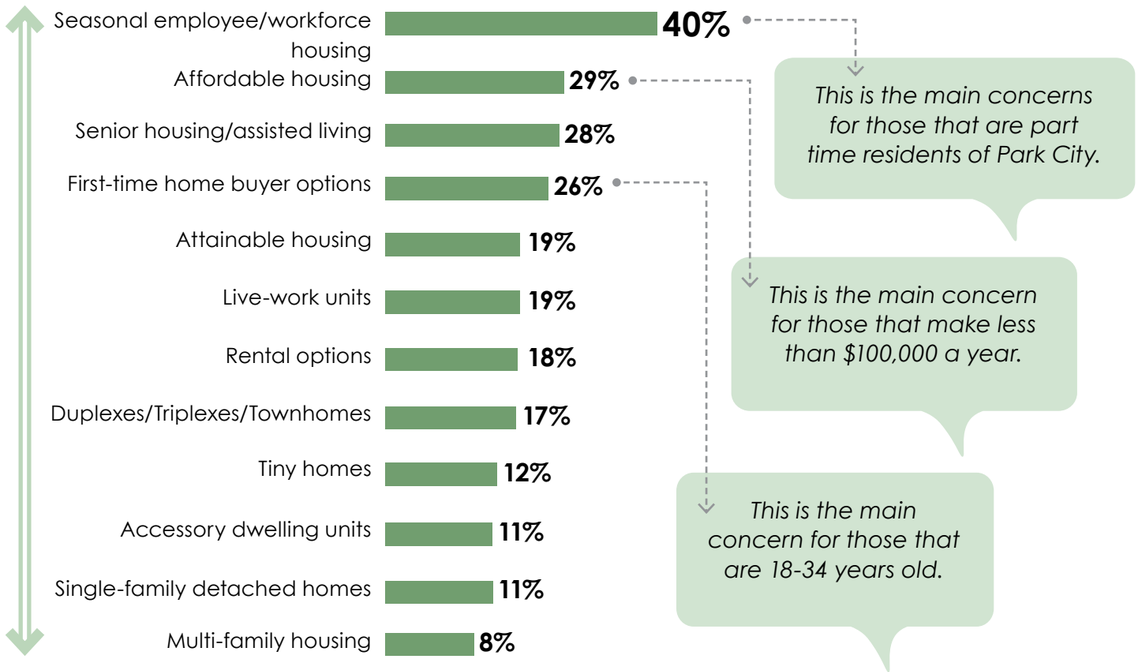
H2. Workforce Housing

WHAT WE HEARD

34% identified making the town more affordable and equitable as one of the key goals for the new General Plan. *(Survey)*

There is a need to accommodate a broader range of housing typologies within the city to better respond to the diverse needs of different demographics and age groups. (*Survey & Questionnaire*)

Housing Developments to Prioritize *(Survey)*



Preferred Types of Housing Developments *(Questionnaire)*

Mixed-Use Development



62%

Workforce Housing



52%

Medium- Density Housing



39%

MODERATE INCOME HOUSING

INTRODUCTION

Like many mountain communities in the West, Park City has seen an increase in housing costs over the past few decades, along with a shortage of options that meet the needs of diverse groups such as first-time homebuyers, older residents, and local workers.

Throughout the General Plan engagement process, including as part of the statistically valid survey, the community has identified affordability and equity as top priorities, focusing especially on seasonal and workforce housing, attainable housing, and affordable housing. With a significant number of people commuting into Park City each day, expanding affordable and workforce housing within city limits will help improve traffic and congestion, and reduce daily commutes.

The City has adopted a Moderate Income Housing Plan, as required by the State of Utah. The Strategies and Actions included in the General Plan are intended to support the city's Housing Plan and does not duplicate those efforts. Instead, the General Plan focuses on ways to support context-appropriate housing development and integration with transportation improvements as part of the Node Map.

RECOMMENDATIONS



** Specific actions tied to each proposed strategy can be found in the Implementation Matrix under the Appendix chapter.*

H1 VARIETY OF HOUSING OPTIONS

Park City will incentivize housing options for all residents.

STRATEGY 1A
Provide a range of housing options at varying price levels that address a tiered approach (affordable, attainable) to provide diverse housing options for all ages and groups of the population.

H2 WORKFORCE HOUSING

Park City will prioritize housing for 15% of the total workforce within the City boundary.

STRATEGY 2A
Continue to facilitate workforce housing in the City and increase incentives for employment centers to incorporate workforce housing in new developments.



WATER & OPEN SPACE PRESERVATION

We protect our resources and plan for future generations, natural hazards, and climate change. We preserve our open and natural lands and create a green buffer around Park City.

FOCUS AREAS

W1. Water Preservation

W2. Open Space Conservation

W3. Sensitive Lands

WHAT WE HEARD

54% of respondents want preserving the natural setting as one of the top goals for Park City. *(Survey)*

50% of respondents choose preservation of the natural environment as one of the top three characteristics associated with Park City. *(Survey)*

32% of respondents chose 'Preservation' as one of the top five values important for Park City. *(Survey)*

When it came to key mission statements asked about in the Questionnaire, preserving open spaces and conservation areas was the top priority for Park City residents, receiving the highest level of support. (*Questionnaire*)

Residents reported that parks and open spaces as well as conservation and natural spaces were the most important land use priorities.

Preservation is the second most popular value to improve and/or reinforce. Moreover, preserving a small-town feel and preserving nature were top goals that residents want the City to focus on.

Things that I love about Park City- Ease of access to great skiing and mountain biking along with natural beauty.

Access to nature, range of outdoor activities in a beautiful setting are some of the aspects valued about Park City.

When thinking about sustainability in Park City, respondents reported that wildfire mitigation, open space conservation, and water quality management should be the top priority for the next 5 to 10 years.

WATER & OPEN SPACE PRESERVATION

INTRODUCTION

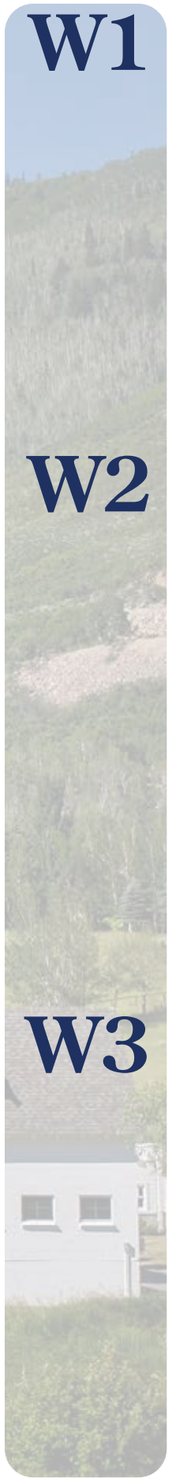
Preservation of open spaces and water resources are key considerations in the mountain-west and for the Park City community.

Public feedback during the General Plan process, strongly emphasizes the importance of preserving Park City's natural environment and open spaces. Over half of survey respondents (54%) identified the protection of the natural setting as a top goal, while 50% ranked it among the city's most defining characteristics. Additionally, 32% selected "Preservation" as one of the top five values for the community. In the public survey, conserving open spaces and natural areas emerged as the highest-priority mission statement, reflecting widespread public support for environmental stewardship and the protection of Park City's unique landscape.

Park City includes a number of sensitive lands areas - from wildlife corridors and waterways to historic mining soils - that are important to protect and conserve. The General Plan focuses on opportunities to protect existing water resources, address habitat fragmentation, and support soil remediation.

** Specific actions tied to each proposed strategy can be found in the Implementation Matrix under the Appendix chapter.*

RECOMMENDATIONS



W1 WATER PRESERVATION

Park City will support initiatives that result in water reduction and efficiency.

STRATEGY 1A
Reduce water demand and protect water supply through collaboration, education, and technology

STRATEGY 1B
Protect and improve water quality through a holistic and collaborative approach.

STRATEGY 1C
Continue to maintain water infrastructure in a state of good repair.

W2 OPEN SPACE CONSERVATION

Park City will implement plans and policies to protect and restore natural environments.

STRATEGY 2A
Protect and enhance natural environments for current and future generations through managing use, preventing degradation of environments, maintaining or improving ecological functions and biodiversity, and protecting existing natural areas from development.

STRATEGY 2B
Continue conservation efforts to increase the land preserved as open space.

STRATEGY 2C
Support efforts that maintain, add, and/or enhance natural features within urbanized areas of Park City to reduce heat island effect and improve access to green space for residents and visitors.

W3 SENSITIVE LANDS

Park City will maintain natural ecosystems that support wildlife health.

STRATEGY 3A
Support the maintenance and preservation of sensitive lands, including wildlife corridors.

STRATEGY 3B
Collaborate with surrounding local governments, conservation organizations, and community members to ensure that sensitive land considerations are integrated into regional planning efforts.

STRATEGY 3C
Continue to promote human health in areas affected by historic mining through comprehensive restoration programs.



SUSTAINABILITY

We value our natural environment and preserve and protect natural areas.

FOCUS AREAS

S1. Environmental Leadership

S2. Wildfires

S3. Waste Reduction

S4. Energy Efficiency

WHAT WE HEARD

61% of respondents want focusing on preserving of natural open spaces as the top priority in the next five years for Park City. *(Survey)*

55% of respondents want focus on wildfire mitigation as the top priority in the next 5-10 years for Park City. *(Survey)*

35% of respondents want trailhead parking and neighborhood mitigations, and trail development as the top priorities for Park City. *(Survey)*

Preferred Energy-reduction Strategies *(City-level)(Questionnaire)*

- Financial incentives such as rebate programs, tax credits or low-interest loans. **(75%)**
- Tiered pricing for water consumption to encourage conservation and reduce excessive use. **(58%)**
- Tiered pricing that accounts for energy use consumption of vacant homes. **(49%)**

Preferred Energy-reduction Strategies *(Individual-level)*

- Protecting homes and businesses from wildfire, such as creating a defensible space between landscaping and/or hardening the building with exterior improvements like ignition-resistant materials.
- Landscaping changes to decrease water utilization and/or preserve native landscaping, such as xeriscaping, pollinator gardens, and/or drip irrigation systems.

SUSTAINABILITY

INTRODUCTION

Public feedback throughout the General Plan process highlights a strong community desire for environmental preservation and proactive planning in Park City. A majority of respondents (61%) to the statistically valid survey, identified the protection of natural open spaces as the top priority for the next five years, while 55% emphasized wildfire mitigation as a key concern over the next decade.

Trailhead parking, neighborhood impacts, and trail development were also noted as important priorities. Residents expressed strong support for financial incentives to promote sustainability, with 75% of open house and questionnaire participants favoring rebate programs, tax credits, or low-interest loans. Tiered pricing strategies for water and energy use, especially for vacant homes were also popular, with 58% and 49% support respectively. On both city and individual levels, preferred strategies included water-efficient landscaping, such as xeriscaping and pollinator gardens, and wildfire resilience measures like defensible space and ignition-resistant building materials.

This feedback underscores a community-wide commitment to conservation, climate resilience, and thoughtful growth. The General Plan provides direction to implement these key considerations.

RECOMMENDATIONS

** Specific actions tied to each proposed strategy can be found in the Implementation Matrix under the Appendix chapter.*

S1 ENVIRONMENTAL LEADERSHIP

Park City leads efforts for environmental sustainability through programs, collaboration, partnerships, and training.

STRATEGY 1A
Develop Sustainability Education and Campaign to increase awareness of existing opportunities related to energy efficiency, renewable generation, indoor air quality, and electrification measures.

STRATEGY 1B
Develop sustainability programs to meet Park City's sustainability goals of full carbon neutrality by 2030 and 80 percent GHG reduction by 2050.

STRATEGY 1C
Develop a Climate Action and Resilience Plan and implement actions to further establish climate action efforts and environmental stewardship.

STRATEGY 1D
Coordinate with community groups, businesses, and resorts to establish and implement environmental standards and practices that promote sustainable tourism.

STRATEGY 1E
Continue to promote soil health through comprehensive soil remediation actions and monitoring programs.

STRATEGY 1F
Maintain an overarching consideration of fair and positive conditions through the implementation of all recommendations that tie to the community's values.

S2 WILDFIRES

Park City works proactively to reduce wildfire risk and support emergency efforts.

STRATEGY 2A
Collaborate interdepartmentally to implement actions, protocols, and policies present in the most recent wildfire hazard plans, such as the 2023 Community Wildfire Risk Assessment.

STRATEGY 2B
Develop programmatic approaches to assess wildfire risk on a more individualized basis and thoughtfully target spot mitigation improvements.

S3

WASTE REDUCTION

Park City works to reduce its envirnmental footprint by reducing, reusing, and recycling.

STRATEGY 3A
Establish waste reduction and diversion actions.

S4

ENERGY EFFICIENCY

Park City works to achieve net zero energy emissions through policy, technology, and action.

STRATEGY 4A
Prioritize policies that support next steps in achieving energy use reduction, adoption of renewable electricity, and future carbon neutrality.

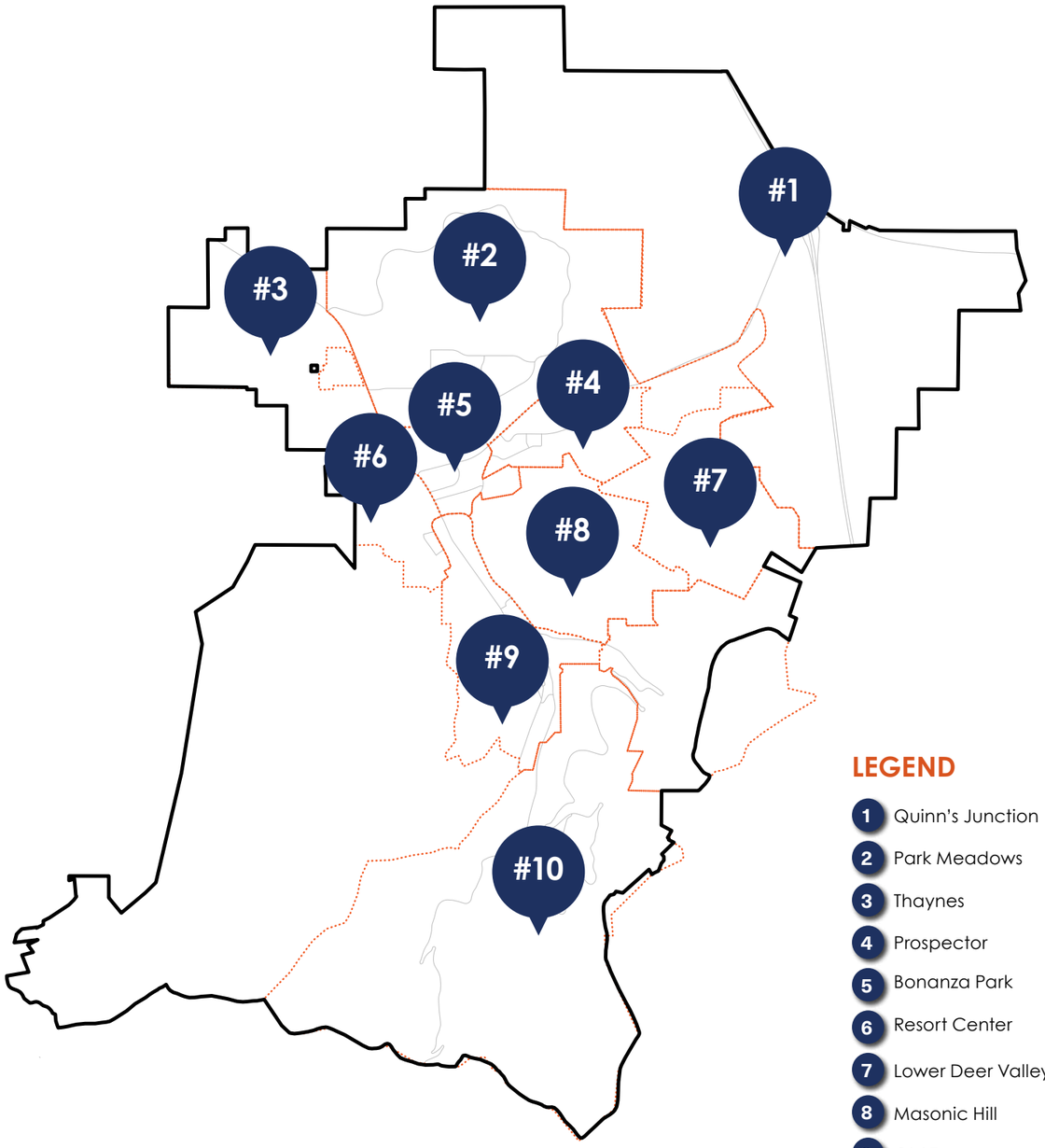
STRATEGY 4B
Explore modifications to transportation policies that incentivize or require more efficient operations.



3

NEIGHBORHOOD PLANS & RECOMMENDATIONS

NEIGHBORHOOD PLANS



LEGEND

1. Quinn's Junction
2. Park Meadows
3. Thaynes
4. Prospector
5. Bonanza Park
6. Resort Center
7. Lower Deer Valley
8. Masonic Hill
9. Old Town
10. Upper Deer Valley

N

1" = -'

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KEY TERMS

- **OCCUPANCY**
  1. Owner-Occupied: *A housing unit is owner-occupied if the owner or co-owner lives in the unit even if it is mortgaged or not fully paid for.*
  2. Renter-Occupied: *All occupied housing units that are not owner occupied, whether they are rented or occupied without payment of rent, are classified as renter-occupied units.*
  3. Vacant Units: *A vacant housing unit is classified as no one living in the dwelling, unless its occupant or occupants are only temporarily absent, and will be returning. Units temporarily occupied by people who usually live elsewhere (like those staying in a beach cottage or renting a vacation home) are also counted as vacant units. Census data breaks down vacant units into various categories, such as for rent, for sale, and seasonal/recreational/occasional use.*
- **DAYTIME POPULATION:** *The estimated number of people present in a geographic area during typical business hours (9 a.m. to 5 p.m.), including both residents and inbound commuters (workforce and visitors). This figure helps assess demand for services and infrastructure throughout the day.*
- **NIGHTLY RENTALS:** *A nightly rental, also known as a short-term rental or vacation rental, refers to a dwelling unit rented out for a short period, typically less than 30 days, to tourists or travelers.*



View of the City

QUINN'S JUNCTION

NEIGHBORHOOD SNAPSHOT

Total Acres: 2209 Acres

Population: 374	**Average Density:** 0.25 per acre
Occupancy:	**Daytime Population:**
59.4% Owner Occupied	1048
12.4% Renter Occupied	865 Workers & Visitors
28.2% Vacant Units	183 Residents

Nightly Rentals: Prohibited in Park City Heights and allowed in the market-rate Studio Crossing units.

Affordable Housing:

Park City Heights – 79 units

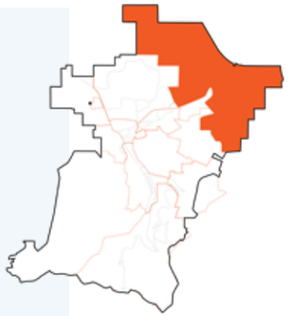
Peace House – 22 units

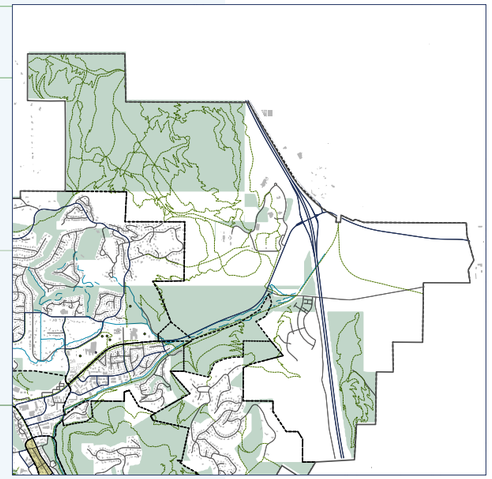
Studio Crossing – 185 units (under construction)

Sub-neighborhoods:

Park City Recreation Complex, National Ability Center, Park City Medical Campus, Studio Crossing, Park City Film Studio, Park City Heights

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Quinn's Junction



Quinn's Junction

RECOMMENDATIONS

CREATE A SENSE OF PLACE

- *Preserve and define the eastern entry corridor identity.*
- *Mitigate the visibility of surface parking lots along the eastern entry corridor.*
- *Consider compatibility in uses along the boundary with Summit County developments, while distinguishing Park City's entry corridor.*
- *Encourage community-gathering spaces and events.*
- *Strengthen the neighborhood with pedestrian and cyclist connections between disparate land uses.*
- *Establish design guidelines to unify the look and feel of new development in the neighborhood.*
- *Enforce nightly rental restrictions in Park City Heights.*

PROPOSE CONTEXT-APPROPRIATE INFILL

- *Quinns Mixed-Use Node: Explore compatible infill with locally-serving retail, services, office, medium density housing, and workforce housing.*
- *Quinns Mobility Hub: Create a convenient and intuitive capture lot for transit connections that align with Re-Create 248 transit improvements. Integrate multiple transportation modes including transit, carpooling, and bicycle connections to reduce cars driving into town. Allow for services that support and enhance the transit ridership experience like retail and child care.*
- *Institutional Node: Support the Park City Medical Campus and Recreation Facilities through potential limited and compatible infill for employee housing and basic services to promote a more self-sustaining and less car-dependent area.*

IMPROVE TRANSPORTATION NETWORK AND OPTIONS

- *Ensure a convenient and intuitive park-and-ride and transit connection in the neighborhood that captures and mitigates peak traffic.*
- *Mitigate downstream traffic associated with the Park City School Campus and peak-hour traffic.*
- *Improve north-south trail and open space connectivity across S.R. 248 with pedestrian and bike upgrades.*
- *Enhance trails from Park City Heights to Richardson Flat, including safe street crossings.*



PARK MEADOWS

NEIGHBORHOOD SNAPSHOT

Total Acres: 1555 Acres	**Vacant Lots:** 31
Population: 2487	**Average Density:** 0.95 per acre
Occupancy: 58.9% Owner Occupied 10.9% Renter Occupied 30.2% Vacant Units	**Daytime Population:** 1937 953 Workers & Visitors 984 Residents
Historic Sites: 2245 Monitor Drive 2414 Monitor Drive	**Parks:** Creekside Park

Nightly Rentals: Prohibited in areas zoned Single Family. Allowed in the areas zoned Residential Development and Residential Medium Density except for Fairway Meadows, Meadows Estate, and West Ridge.

Affordable Housing:

Parkside Apartments – 42 units

Holiday Village – 80 units

In 2023, the City approved the Holiday Village and Parkside Apartments (HOPA) redevelopment proposed by Mountainlands Community Housing Trust to increase the affordable units from 122 to 317.

Neighborhood Icons:

Eccles Center

Park City Municipal Athletic & Recreation Center

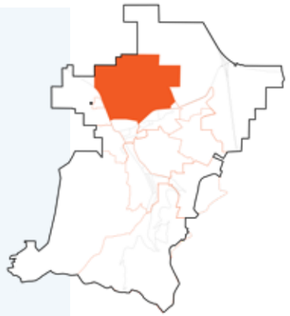
Park Meadows Golf Club

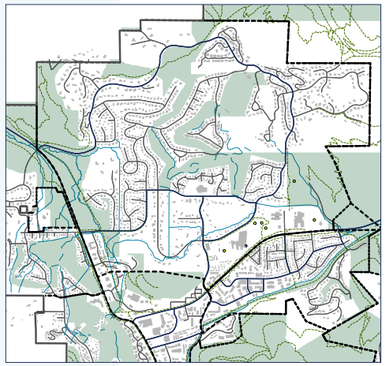
Park City School District Campus

Sub-neighborhoods:

Boothill Condominiums, Broken Spoke, Cove at Eagle Mountain, Eagle Pointe, Fairway Hills, Fairway Meadows, Fairway Village, Finnegans Bluff, Four Lakes Village, Gleneagles, Holiday Ranchettes, Lakeview Cottages, Meadow Estates, McLeod Creek, Park Meadows, Parkview, Racquet Club Village, Risner Ridge, Saddle Condominiums, Sandstone Cove, West Ridge, Willow Ranch, Windrift Condominiums.

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Park Meadows

RECOMMENDATIONS

CONNECTIVITY

- *Implement traffic calming measures to slow vehicles and discourage through traffic.*
- *Install traffic signage to improve safety for children and wildlife.*
- *Improve sidewalk connections and snow clearing in winter.*
- *Increase transit frequency – especially to connect residents to the resorts.*
- *Evaluate opportunities to connect residents to transit who are not proximate to a transit stop, including a potential neighborhood circulator or limited residential parking areas near transit stops.*
- *Establish new outdoor gathering spaces for residents.*

PRESERVE NEIGHBORHOOD CHARACTER

- *Preserve open spaces and wildlife habitats.*
- *Enforce designated trailhead parking to mitigate trail user parking in residential areas.*
- *Preserve a buffer between commercial clusters and the Park City School District Campus and residential areas.*
- *Partner with the Park City School District to improve circulation and traffic flow during peak times and to mitigate impacts on residential areas.*
- *Update home occupation regulations to protect the residential quality of life.*
- *For those areas within the neighborhood where nightly rentals are allowed, enforce regulations, including occupancy limitations, noise, trash, and parking. Evaluate potential prohibition of nightly rentals where allowed in primary resident areas.*
- *Mitigate outdoor pickleball in residential areas while allowing outdoor pickleball in recreation and commercial clusters.*
- *Update land use regulations to ensure compatibility as existing homes are demolished for the construction of new homes.*
- *Enforce the dark sky code and incentivize retroactive dark sky compliant lighting. Reevaluate seasonal lighting allowances.*
- *Comprehensively mitigate wildfire through targeted strategies.*

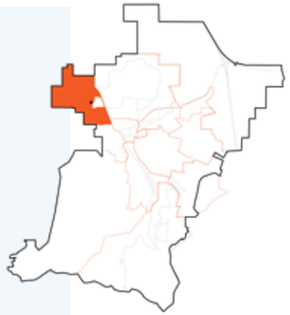


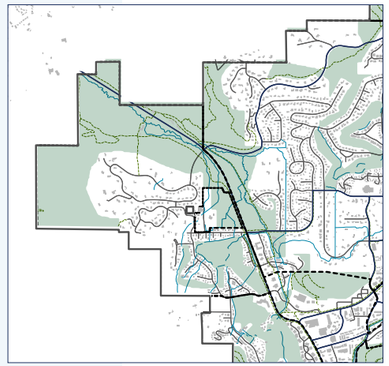
THAYNES

NEIGHBORHOOD SNAPSHOT

Total Acres: 660 Acres	**Vacant Lots:** 21
Population: 338	**Average Density:** 0.34 per acre
Occupancy: 57.5% Owner Occupied 10.5% Renter Occupied 32% Vacant Units	**Daytime Population:** 278 130 Workers & Visitors 148 Residents
Historic Sites: McPolin Barn	**Parks:** Rotary Park
Nightly Rentals: Prohibited.	
Affordable Housing: None	
Neighborhood Icons: McPolin Farm, Park City Golf Course North of Thaynes Canyon Drive	
Sub-neighborhoods: Aspen Springs, Iron Canyon, Thaynes Canyon, Thaynes Creek Ranch Estates	

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Thaynes



Thaynes



McPolin Barn

RECOMMENDATIONS

PRESERVE THE MCPOLIN BARN ENTRY CORRIDOR

- *Protect open space acreage along the entry corridor.*
- *Maintain the 250-foot Entry Corridor Protection Overlay setback along S.R. 224 to preserve Park City's mountain character and sweeping views.*
- *Uphold the platted restrictions limiting disturbance areas within residential lots.*
- *Update vantage points for context sensitive infill within the residential neighborhood.*
- *Implement comprehensive wildfire mitigation through targeted strategies in coordination with homeowner associations.*

INCREASE CONNECTIONS

- *Provide wildlife and pedestrian crossings for the open space corridors bisected by S.R. 224.*
- *Improve amenities and resident and pedestrian connections to transit stops along S.R. 224.*
- *Connect the pedestrian and bicyclist network within the residential areas.*

RETAIN THE PRIMARY RESIDENT NEIGHBORHOOD CHARACTER

- *Implement traffic calming measures to discourage speeding and through traffic.*
- *Designate and enforce trailhead parking to mitigate impacts in residential areas.*
- *Evaluate parking updates for Rotary Park to mitigate impacts in residential areas.*
- *Uphold the nightly rental prohibition.*



PROSPECTOR

NEIGHBORHOOD SNAPSHOT

Total Acres: 255 Acres	**Vacant Lots:** 31
Population: 1590	**Average Density:** 0.95 per acre
Occupancy: 23.7% Owner Occupied 32.6% Renter Occupied 43.6% Vacant Units	**Daytime Population:** 2297 1914 Workers & Visitors 383 Residents
Historic Sites: 2465 Doc Holiday Drive	**Parks:** Prospector Park

Nightly Rentals: Prohibited in Prospector Park and Chatham Crossing Subdivisions.

Affordable Housing:

Aspen Villas – 88 units

Carriage House – 1 unit

Central Park City Condos – 11 units

Prospector Square – 23 units

Silver Meadows Estates – 49 units

Neighborhood Icons:

Rail Trail

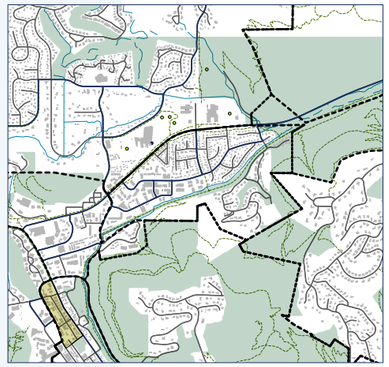
Silver Creek

Sub-neighborhoods:

Canyon Crossing, Chatham Crossing, Fenchurch Condos, Prospector Park, Prospector Square, Prospector Village, Silver Meadows Estates

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Prospector



Prospector

RECOMMENDATIONS

SUPPORT A VIBRANT COMMERCIAL DISTRICT

- *Develop an area plan emphasizing better connectivity, business growth, and neighborhood preservation.*
- *Partner with Prospector Square businesses to ensure functional and vibrant commercial pedestrian walkways and activated outdoor areas.*
- *Consider residential infill in commercial areas to allow a mix of uses.*
- *Enhance a sense of place through beautification of rights-of-way and strategic neighborhood improvements.*
- *Improve connectivity between Old Town, Bonanza Park, and Prospector neighborhoods, especially for pedestrians and bicyclists.*
- *Optimize shared parking within Prospector Square to efficiently support businesses and residents.*
- *Continue transit frequency and improve bus stops amenities.*
- *Update the neighborhood boundary to extend to west Bonanza Drive and south to the Rail Trail to encompass properties within the Prospector Square Subdivision.*

PRESERVE RESIDENTIAL NEIGHBORHOOD CHARACTER

- *Mitigate traffic during peak times, especially along Kearns Boulevard.*
- *Implement traffic calming measures to slow vehicles and discourage through traffic in residential areas. Consider potential roundabouts to improve traffic flow.*
- *Designate and enforce trailhead parking to mitigate trail users parking in commercial and residential areas.*
- *Maintain and preserve open space south of the Rail Trail and east of the neighborhood.*
- *Enforce nightly rental regulations, including occupancy limitations, parking, trash, noise, etc. in areas where they are allowed to protect the residential quality of life.*

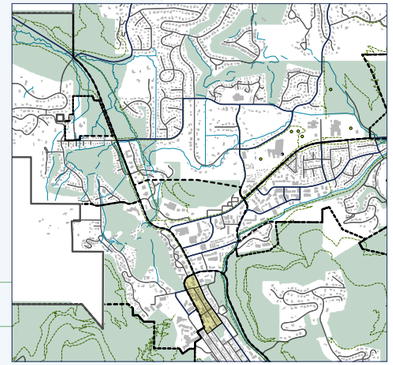


BONANZA PARK

NEIGHBORHOOD SNAPSHOT

Total Acres: 200 Acres	**Vacant Lots:** 1
Population: 729	**Average Density:** 1.15 per acre
Occupancy: 38.0% Owner Occupied 41.9% Renter Occupied 20.1% Vacant Units	**Daytime Population:** 1553 1265 Workers & Visitors 288 Residents
Historic Feature: In the 1940s, the Daughters of Utah Pioneers installed a memorial commemorating the settlers of Park City along the south of Kearns Boulevard near the Park Avenue intersection. The old town hall bell was later added to the site.	**Parks:** Olympic Park Welcome Plaza
Nightly Rentals: None	
Affordable Housing Snow Creek Cottages – 13 units Rail Central – 24 units Claimjumper Condos – 1 unit 1616 Short Line Drive (Transit Housing) – 13 units Ironhorse and Fireside – 94 units EngineHouse, a public-private development, will deliver 99 deed restricted units targeting 60% AMI.	
Neighborhood Icons: Cemetery Rail Trail	
Sub-neighborhoods Claimjumper Condos, Homestake Condos, Fireside Condos, Ironhorse Apartments, Snow Creek Cottages	





Bonanza Park

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*

RECOMMENDATIONS

IN 2024, THE CITY ADOPTED THE BONANZA PARK SMALL AREA PLAN, ESTABLISHING SIX GOALS FOR THE NEIGHBORHOOD

- *Mixed Use: Create a mixed-use neighborhood with livability in mind.*
- *Local: Support locally-owned businesses and entrepreneurship.*
- *User-Friendly: Create a safe and intuitive network for pedestrians, cyclists, and transit users.*
- *Inclusive: Expand the availability of affordable and workforce housing units.*
- *Green: Create a more welcoming and sustainable community.*
- *Cultural: Weave arts and culture into the community fabric.*

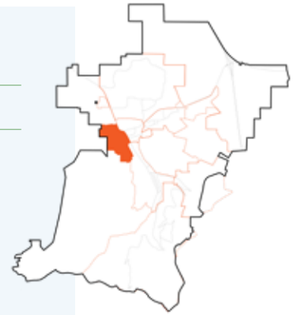
A NEW BONANZA PARK MIXED-USE DISTRICT IS UNDER REVIEW FOR POTENTIAL ADOPTION

- *Sets the Foundation for Critical Connections: Street types and sidewalk, trail, and signature trails are established for improved connectivity. Property owners dedicating critical connections may qualify for increased density.*
- *Encourages Vibrant Streetscapes: Implements vertical zoning for vibrancy along internal neighborhood streets with active uses on the storefront level and residential and office uses on the upper stories. »*
- *Requires Pedestrian-Oriented Design: Outlines design guidelines for mixed-use pedestrian-scale development that is walkable, with community green spaces connected throughout.*
- *Supports Multi-Modal Transportation: Encourages parking reductions and transportation demand management plans for increased transit ridership and pedestrian and bike infrastructure to mitigate traffic.*
- *Encourages Existing Property Owners to Support Critical Connections: Establishes a path for property owners to reduce and transform existing parking for public access easements or community spaces that enhance walkability, bicycling, and transit ridership.*
- *Allows for Increased Height: The current code allows height exceptions for Master Planned Developments, but only if there is no increase in density. The proposed code allows for height exceptions up to 45 feet with an increase in density when project enhancements like affordable, attainable, and workforce housing, underground parking, transit and pedestrian/bicyclist improvements, and community-serving uses are provided.*
- *Allows for Development of Housing Options for Residents: The current Affordable Master Planned Development (AMPD) code allows for increased height, reduced setbacks and open space, and the potential for reduced parking but limits uses other than residential to 10,000 square feet and requires stepbacks between the third and fourth stories. The proposed code incorporates elements of the AMPD but with greater flexibility for mixed-use projects and also allows for a blend of units ranging from affordable to attainable to market-rate, so long as an average Area Median Income is achieved.*



RESORT CENTER

NEIGHBORHOOD SNAPSHOT



Total Acres: 265 Acres

Population:

5850 (average daily visitors/employees)

1800 (off-peak season daily visitors/employees)

17,000 (peak season daily visitors/employees)

13,000 (Average peak season daily visitors/ employees)

Occupancy:

9.6% Owner Occupied

3.3% Renter Occupied

78.1% Vacant Units

Average Density: 3.45 per acre

Historic Sites:

Silver King Consolidated Spiro Tunnel Complex

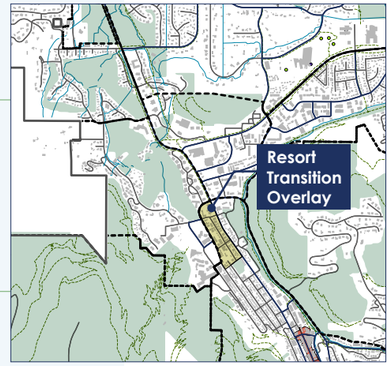
1895 Three Kings Drive

175 Snows Lane

205 Snows Lane

Affordable Housing:

Silver Star- 20 units



Resort Center

Neighborhood Icons:

Glenwood Cemetery, Park City Golf Course, Park City Mountain Resort, Three Kings Water Treatment Plant, White Pine Touring Company

Sub-neighborhoods:

Park Avenue Condos, Payday Condos, Hotel Park City, Rothwell Subdivision, Silver King Condos, Shadow Ridge Condos, Silver Star, Snowflower Condos, Thaynes Canyon Subdivision Phases 4 and 5, and Three Kings Condos.

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*

RECOMMENDATIONS

PROMOTE REDEVELOPMENT THAT INTEGRATES A WORLD-CLASS RESORT WITH A STRONG SENSE OF COMMUNITY

- *Resort Center Mobility Hub and Infill: Integrate uses that support the guest experience at the resort base area, incorporate multiple transportation modes, and integrate workforce housing, offering an affordable alternative for seasonal and year-round employees. The hub will serve as a key transfer point within the transportation network to provide easy access to Bus Rapid Transit and other transportation methods like connections from the Salt Lake City International Airport and the resort area.*
- *Evaluate the Land Management Code to address opportunities for seasonal workforce housing types like single-room occupancy and dormitory development (see Housing Action 2A.10).*
- *Maintain the rural character of the transition area between the Resort Center and Thaynes neighborhood and Historic District compatibility between the Resort Center and Old Town.*

IMPROVE CONNECTIVITY

- *Continue coordination with the resort on paid parking and parking reservations and to improve traffic circulation during peak times.*
- *Install traffic calming measures in residential areas to discourage speeding and through traffic.*
- *Enhance pedestrian and bicyclist crosswalks and infrastructure within the neighborhood to nearby community assets like City Park, the library, senior center, trails, and open space.*
- *Improve transit frequency for locals and residents.*
- *Create a Resort Center and Old Town overlay to improve connectivity and transitions between the two neighborhoods.*



LOWER DEER VALLEY

NEIGHBORHOOD SNAPSHOT

Total Acres: 1332 Acres

Population: 550

Average Density: 0.61 per acre

Occupancy:

21.5% Owner Occupied

3.6% Renter Occupied

74.9% Vacant Units

Daytime Population:

1960

1703 Workers & Visitors

257 Residents

Affordable Housing:

St Regis- 4 units

Nightly Rentals: Prohibited in Hidden Oaks.

Unbuilt Units:

36 residential lots

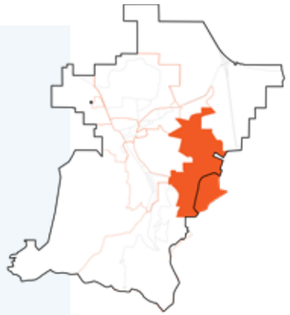
Snow Park Village

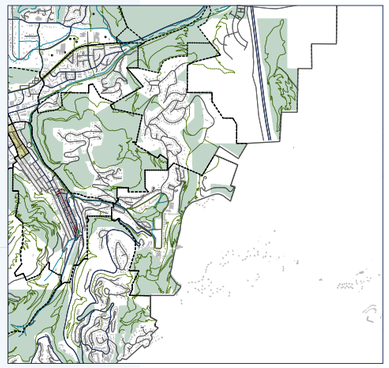
In 2025, the Planning Commission approved Phase I of Snow Park Village for an underground parking structure. The Phase II vertical development includes 219 Residential Unit Equivalents, 21,890 square feet of commercial uses, and support uses and is pending review.

Sub-neighborhoods:

Snow Park Condos, including Trails End, Lakeside, Aspen Wood, Fawngrove Pinnacle, Amber Daystar, Bristlecone, The Lodges, Silver Baron, Courchevel, Powder Run, St. Regis, and Black Diamond Lodge. Queen Esther Village, Nordic Village, Deer Lake Village, Deer Crest, Snowtop, Hidden Meadows, Hidden Oaks, Royal Oaks, Fox Tail, Hanover-Queen Esther, Morning Star, Snow Park, Solamere.

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Lower Deer Valley



Lower Deer Valley

RECOMMENDATIONS

BALANCE THE RESIDENT AND VISITOR EXPERIENCE

- *Mitigate peak traffic – not only in the neighborhood but downstream due to impacts within the neighborhood.*
- *Evaluate new egress connections to Highway 40/Deer Valley East Village for emergency egress, and/or to ease traffic during peak times with careful consideration not to impact Lower Deer Valley residential areas.*
- *Improve resident access to transit. Where routes do not go to residents, allow residents access to transit through limited residential parking permits or a neighborhood circulator.*
- *Improve pedestrian and bicyclist connectivity within the neighborhood and to Masonic Hill and Old Town.*
- *Evaluate more gathering places for locals like parks.*
- *Update neighborhood wayfinding signage to enhance the visitor experience.*
- *Improve management of nightly rentals, including occupancy limitations, parking, noise, outdoor lights, and trash management.*
- *Designate and manage sufficient trailhead parking areas to mitigate trail user impacts in residential neighborhoods.*
- *Enhance the aesthetic arrival experience to Lower Deer Valley.*

PROTECT OPEN SPACE AND NATURAL RESOURCES

- *Preserve the visual and aesthetic experience of arriving in Lower Deer Valley.*
- *Protect view corridors and open space.*
- *Implement wildfire mitigation strategies in partnership with the resort and homeowner associations.*
- *Balance e-bike use impacts on trails.*

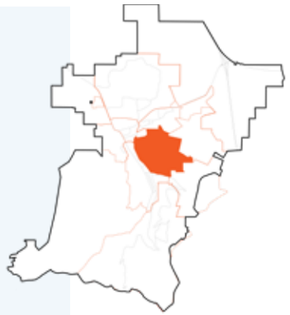


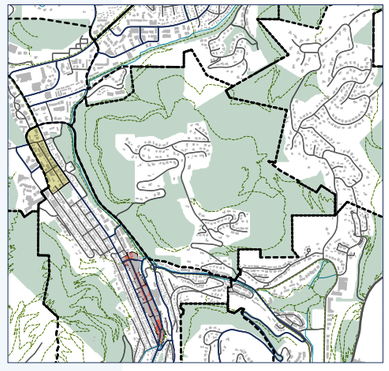
MASONIC HILL

NEIGHBORHOOD SNAPSHOT

Total Acres: 620 Acres	**Vacant Lots:** 30
Population: 471	**Average Density:** 0.59 per acre
Occupancy: 33.5% Owner Occupied 31.1% Renter Occupied 35.4% Vacant Units	**Daytime Population:** 279 57 Workers & Visitors 222 Residents
Nightly Rentals: Prohibited in the Aerie Subdivision, Sunny Side, April Mountain, and Mellow Mountain Estates.	
Sub-neighborhoods: Aerie, April Mountain, Condos along Deer Valley Drive, Mellow Mountain, Overlook at Old Town, and Sunny Side.	

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Masonic Hill



View of the neighborhood

RECOMMENDATIONS

PROTECT THE BALANCE BETWEEN OPEN SPACE AND RESIDENTIAL CLUSTERS

- *Preserve the natural environment within the neighborhood to conserve wildlife habitat through limits of disturbances, prohibition of tall fencing, establishing building pads for platted areas, and incentivizing native vegetation.*
- *Implement comprehensive wildfire mitigation through targeted strategies.*
- *Manage noxious weeds on City-owned open space and coordinate weed control in partnership with property owners.*

IMPROVE CONNECTIONS

- *Comprehensive improvements are needed at the Aerie Drive and Deer Valley Drive intersection for pedestrians, bicyclists, and vehicles.*
- *Better connect Masonic Hill with Old Town, Lower Deer Valley, and the Bonanza Park neighborhoods for pedestrians and bicyclists.*
- *Explore, assess, and implement limited residential parking and bike racks near transit to help residents access transit or consider a transit circulator for the neighborhood.*

PROTECT RESIDENT QUALITY OF LIFE

- *Maintain balance between primary residents and nightly rentals and enforce nightly rental regulations, including occupancy limitations, parking, noise, outdoor lights, and trash management.*
- *Mitigate trail use and trailhead parking impacts to the residential areas.*
- *Enforce construction hour limitations and on-street parking restrictions.*
- *Implement traffic calming measures to discourage speeding and through traffic.*



OLD TOWN

NEIGHBORHOOD SNAPSHOT

Total Acres: 532 Acres	**Vacant Lots:** 50
Population: 1338	**Average Density:** 3.91 per acre
Occupancy: 17.2% Owner Occupied 11% Renter Occupied 70.3% Vacant Units	**Daytime Population:** 4259 3926 Workers & Visitors 333 Residents
Historic Districts: Historic Residential Low – Density Historic Residential – 1 Historic Residential – 2 Historic Residential Medium Historic Commercial Business Historic Recreation Commercial	**Parks:** City Park, Library Park, Skateboard Park

Nightly Rentals: Allowed in all residential areas except for the Lower Rossi Hill (requires a Conditional Use Permit) and Western Historic Residential Low – Density and McHenry sub-neighborhoods (prohibited).

Affordable Housing:

Washington Mill – 8 units
The Line Condos – 22 units
1465 Park Avenue – 8 units
The Retreat at the Park – 8 units
Woodside Park Phase I – 11 units
Habitat Homes on Marsac Avenue – 2 units
516 Marsac Avenue – 3 units

Neighborhood Icons:

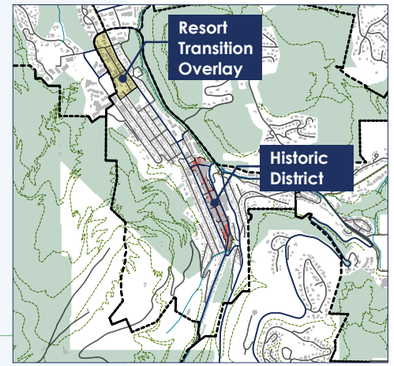
Main Street Historic District, Historic Mining Era Structures, Miner's Hospital, Park City Library and Santy Auditorium, Poison Creek Pathway, Shoe Tree, Park City Museum

Sub-neighborhoods:

Deer Valley Drive, Lower Old Town, Upper Old Town, Rossi Hill

**Source: 2024 ESRI Business Analyst Report, 2014 General Plan*





Old Town

RECOMMENDATIONS

PRESERVE THE HISTORIC NEIGHBORHOOD CHARACTER

- *Maintain and protect the City's unique Historic Districts.*
- *Update the Historic District regulations regularly and identify opportunities to support compatible infill and to streamline the review process for simple remodels.*
- *Incentivize historic building improvements through continued Historic District grants.*
- *Evaluate undergrounding of powerlines and other wildfire mitigation measures to protect Old Town and the City's historic assets.*

PROTECT RESIDENT QUALITY OF LIFE

- *Improve management of nightly rentals, including occupancy limitations, parking, noise, outdoor lights, and trash management. Consider a "Good Neighbor" initiative through outreach and education to highlight local regulations for management companies and visitors.*
- *Explore affordable and attainable housing infill in Old Town compatible with the Historic Districts.*
- *Enforce trailhead and neighborhood parking restrictions.*
- *Comprehensively address construction challenges in the dense neighborhood due to narrow rights-of-way, limited parking, and construction impacts.*
- *Relocate or better screen trash, recycling, and dumpsters in commercial areas. Evaluate updates to the Land Management Code to allow flexibility for commercial screening.*
- *Enforce trash and recycling receptacle regulations due to narrow streets, especially in winter. Evaluate updates to the Land Management Code to allow flexibility for residential screening.*

BETTER CONNECTIVITY

- *Connect visitors and employees to Main Street through transit and capture lots.*
- *Evaluate on-demand transit services, a circulator, or limited residential parking areas near transit for residents who do not live near a transit stop.*
- *Continue the trolley on Main Street/Swede Alley with consistent routes and predictable schedule.*
- *Evaluate updates to Old Town parking policies – both commercial and residential parking permit programs – to manage on-street parking limitations.*
- *Improve the pedestrian experience with increased crosswalks and safer winter-friendly sidewalks (Main Street, especially) and install ADA-accessible improvements.*
- *Improve pedestrian and bicyclist connections to adjacent neighborhoods like the Resort Center, Lower Deer Valley, Masonic Hill, and Bonanza Park.*



UPPER DEER VALLEY

NEIGHBORHOOD SNAPSHOT

Total Acres: 2343 Acres

Vacant Lots: 43

Population: 501

Average Density: 0.34 per acre

Occupancy:
19.3% Owner Occupied
5.2% Renter Occupied
75.5% Vacant Units

Daytime Population:
1293
1139 Workers & Visitors
154 Residents

Historic Sites:
Ontario Mine
Judge Mine

Parks: None

Nightly Rentals: Allowed in all but affordable deed restricted units.

Affordable Housing:

Grand Lodge – 1 unit
Silver Strike – 1 unit
Ironwood – 1 unit
Arrowleaf Lodge – 3 units
Montage – 10 units
Little Belle – 1 unit
Stag Lodge – 1 unit
Sterlingwood – 1 unit
Mt. Cervin – 1 unit
Deer Valley Club – 1 unit
Bald Eagle – 1 unit
Founders Place – 6 units
Sommet Blanc – 6 units

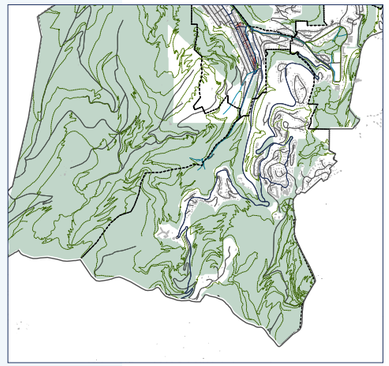
Neighborhood Icons:

Deer Valley Resort

Sub-neighborhoods:

American Flag, Bald Eagle, Empire Pass, Silver Lake, Huntsman Estates, Lookout at Deer Valley, Belleterre, Moonshadow, Bannerwood, Northside Village, The Montage, Sommet Blanc, Red Cloud, Empire Village, Argent, One Empire Pass, Village at Empire Pass, Arrowleaf, Larkspur, Belles at Empire Pass, Paintbrush Homes, Grand Lodge Condos, Ironwood, Nakoma





Upper Deer Valley

RECOMMENDATIONS

PROTECT OPEN SPACE

- *Continue investing in open space and preservation for locals to enjoy.*
- *Evaluate annexing Bonanza Flat into the City boundary.*
- *Retain buffers of native landscaping to preserve the natural shield that defines the neighborhood.*
- *Preserve the aesthetic as a grand scale within the forest.*
- *Comprehensively address wildfire mitigation and evacuation routes for residents and visitors.*

BALANCE RESORT AND RESIDENT AREAS

- *Improve nightly rental enforcement in the area, addressing impacts like occupancy limitations, outdoor lighting, trash management, parking, noise, etc.*
- *Evaluate updates to zoning to prohibit nightly rentals in areas that have transitioned to primary residential communities.*
- *Enforce trailhead parking to mitigate trail user impacts in residential areas.*

IMPROVE CONNECTIVITY

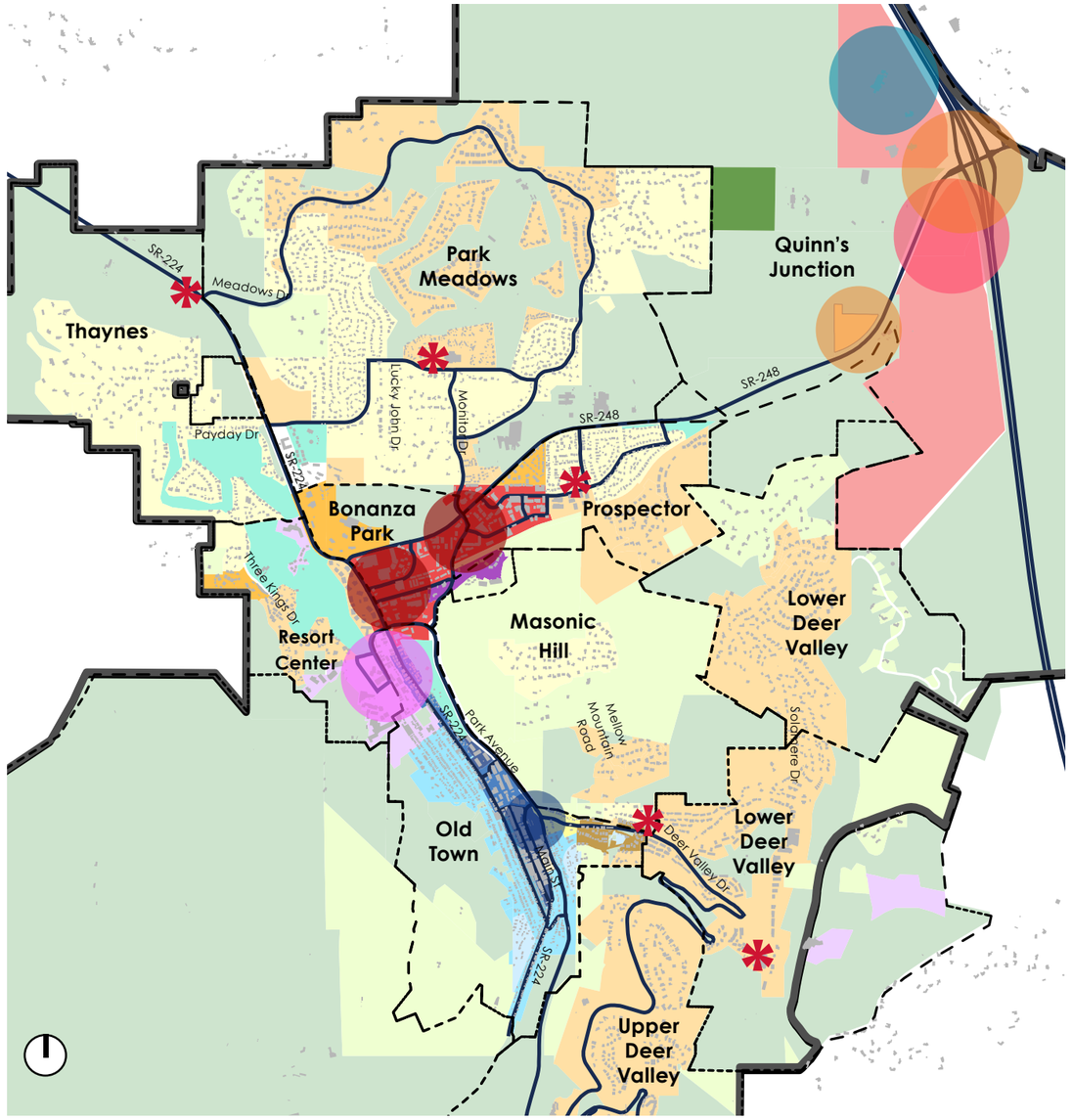
- *Address peak traffic comprehensively – traffic at the Marsac Roundabout and beyond limits resident access.*
- *Enforce traction requirements during winter conditions for all vehicles.*
- *Improve pedestrian and bicyclist connections both within the neighborhood and to Old Town and Lower Deer Valley.*





4 FUTURE LAND USE NODE TYPES

NODE TYPES MAP



ZONING LEGEND

- Community Transition
- Estate
- General Commercial
- Single Family
- Urban Park Zone
- Light Industrial
- Medical Cannabis Production Establishment Overlay
- Preserved Open Space
- Historic Commercial Business
- Historic Recreation Commercial
- Historic Residential
- Historic Residential- Low Density
- Historic Residential-Medium Density
- Historic Residential 2: Subzone A
- Historic Residential 2: Subzone B
- Residential- Low Density
- Residential- Medium Density
- Residential Development
- Residential Development- Medium Density
- Public Use Transition
- Recreation Commercial
- Recreation Open Space
- Regional Commercial Overlay

The Node Types Map includes existing zoning to illustrate the current neighborhood character and anticipated development patterns in each neighborhood. Specific Node Types are identified as circles on the map - these are opportunities for context-sensitive development that implements goals around commercial, mixed-use, and housing development found in the General Plan Themes. Neighborhood Mobility Hubs are identified on the map, and are intended to support first-and-last mile transportation connections within existing neighborhoods. Each node type includes a general description, anticipated future land use mix, and character imagery.

NODE TYPE LEGEND

- Quinn's Junction Community Mixed-Use Node
- Quinn's Junction Mobility Hub
- Quinn's Junction Institutional Hub
- Bonanza Park Mobility Hubs/Corridor Infill Node
- Resort Center Mobility Hub/Corridor Infill Node
- Old Town Mobility Hub/Corridor Infill Node
- Neighborhood Mobility Hubs



NODE TYPES DESCRIPTION

QUINN'S JUNCTION COMMUNITY MIXED-USE NODE

The proposed Community Mixed-Use node in Quinn's Junction is a larger node that includes retail, services, office, medium density housing, high density housing, and workforce housing. This node should be located at a key intersection, like the area along 248 and should serve a larger area, with retail and services that require a larger footprint.



FUTURE LAND USE MIX

- Medium Density Mixed Use
- Medium Density Residential
- High Density Residential
- Commercial



QUINN'S JUNCTION MOBILITY HUB

The Mobility Hub in Quinn's Junction is a centralized location that integrates multiple transportation modes, and serves as a key transfer point within the regional transportation network. It should be located adjacent to the Quinn's Junction Community Mixed-Use Node. This mobility hub should include a larger capture lot with basic services that serves as gateway to Park City and incentivizes commuters to use transit to travel into Park City and adjacent employment centers.



FUTURE LAND USE MIX

- Commercial
- Institutional



QUINN'S JUNCTION INSTITUTIONAL HUB

The Institutional Node in Quinn's Junction supports existing institutional areas, with uses focused primarily on services and local institutions, centers of employment, and housing for employees, consolidating existing areas, while incorporating housing and basic services to promote a more self-sustaining and less car-dependent area.



FUTURE LAND USE MIX

- Institutional
- Medium Density Mixed Use
- High Density Residential



BONANZA PARK MOBILITY HUBS/ CORRIDOR INFILL

The Bonanza Park Mobility Hub/ Corridor Infill areas are centralized locations that integrate multiple transportation modes, medium density residential infill (within a 1/4 mile radius), as well as basic services and retail. This node reinforces the existing character of Bonanza Park and focuses on increasing walkability, aligning with the goals of the recently adopted Small Area Plan of creating a livable mixed-use neighborhood, where local owned business and entrepreneurship are incentivized, and affordable and workforce housing are part of new development. These hubs should become safe and walkable areas, with an integrated network for transit users, pedestrians, and cyclists.

FUTURE LAND USE MIX

- Commercial
- Medium Density Mixed Use
- Medium Density Residential





RESORT CENTER MOBILITY HUB/ CORRIDOR INFILL

The Mobility Hub/ Corridor Infill Node in Resort Center will integrate medium and high density housing typologies, as well as workforce housing, services, and retail. It should offer an affordable alternative for seasonal and year-round employees, and incorporate mixed-use in an area that current lacks these uses, with the goal of creating a more walkable environment and decreasing car dependence.



FUTURE LAND USE MIX

- Medium Density Mixed Use
- Resort Commercial
- High Density Residential
- Commercial



OLD TOWN INFILL

The Old Town Infill Node focuses on residential infill in underutilized surface-level parking lots that have been identified as potential redevelopment opportunities and could be re-purposed to bring workforce into Old Town while preserving the Historic Main Street character and scale. This would improve connectivity, improve residents quality of life, stabilize workforce and business success, and enhance economic vibrancy.



FUTURE LAND USE MIX

- Medium Density Residential

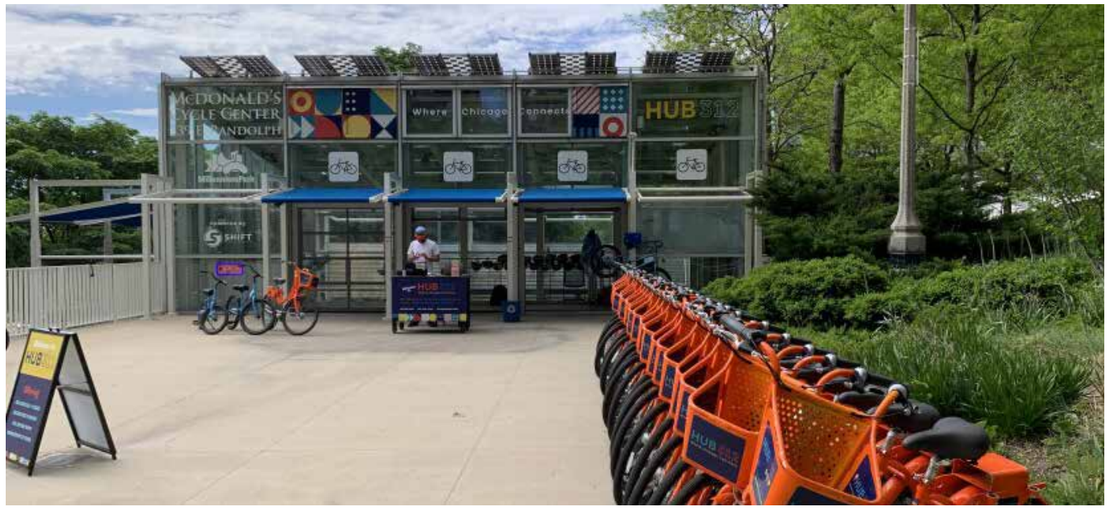


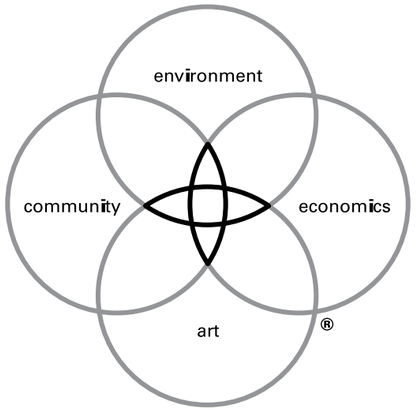
NEIGHBORHOOD MOBILITY HUBS

The Neighborhood Mobility Hubs serve as smaller-scale, locally focused gateways to the regional transportation network. Typically located in residential or lower-density mixed-use areas, these hubs support local fixed-route buses and on-demand services. They are designed to offer seamless connections to walking and biking facilities and, in some cases, limited parking for residents to access transit.









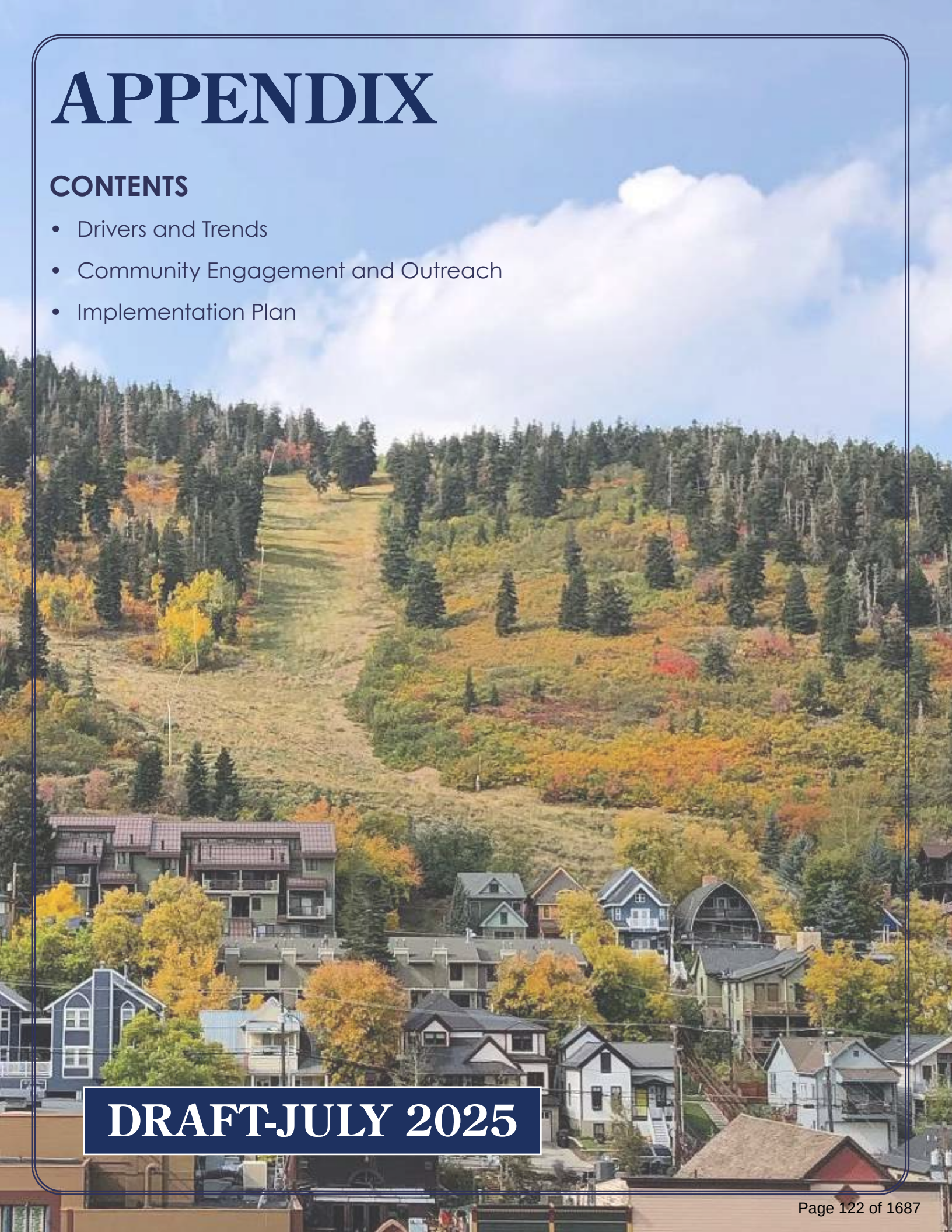
DW LEGACY DESIGN®

Legacy Design is the defining element of our practice. It is our commitment to an elevated level of design inquiry to arrive at the optimal solutions for clients. The process ensures that our projects reflect the critical issues facing the built environment and that they deliver measurable benefit to clients and communities. It is the foundation of the firm's workshop culture and guides all projects.

APPENDIX

CONTENTS

- Drivers and Trends
- Community Engagement and Outreach
- Implementation Plan



DRAFT-JULY 2025



DRIVERS & TRENDS

REGIONAL CONTEXT

CONTEXT

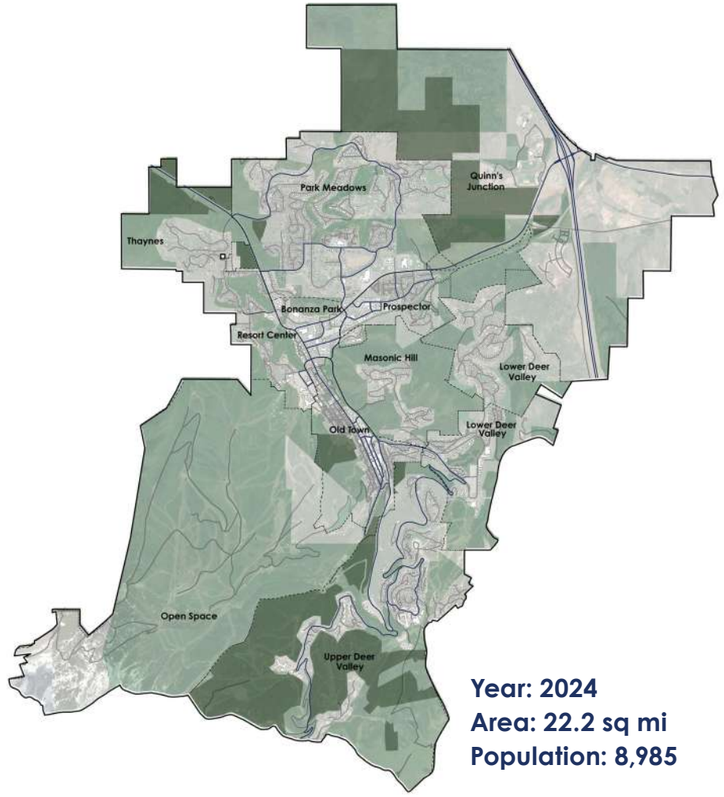
Covering roughly 22.2 square miles within the rapidly growing Wasatch Back, Park City is just 32 miles from the Wasatch Front, offering easy access from the I-80 corridor in the heart of Summit County, Utah. Deer Valley Resort and Park City Mountain, both within and surrounding the Park City community, are prime destinations for outdoor enthusiasts. Wasatch County – Utah's fastest growing county between 2010 and 2020 with continued growth – on the City's eastern and southern border includes developments like the Jordanelle Specially Planned Area with approximately 15,000 units, and the Military Installation Development Authority (MIDA) project area, including the Deer Valley East Village. The MIDA project area is planned to include seven hotels, over 1,000 condominium units, 410 townhomes, approximately 750 single-family homes, over 600 workforce housing units, and approximately 325,000 square feet of retail space, with potential increases under review. Hideout, Utah, incorporated in 2008 with continued boundary expansions, has a pending unit count of about 2,500. To the City's north and east within Summit County, development at The Canyons and Silver Creek continues, and projects like the Cline Dahle and Dakota Pacific are under review. Throughout the engagement process, community members noted that in the context of regional growth, preserving quality of life, Park City's small-town character, and open space buffer are critical concerns.



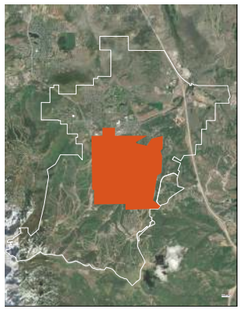
PARK CITY TODAY

GROWTH OVER THE YEARS

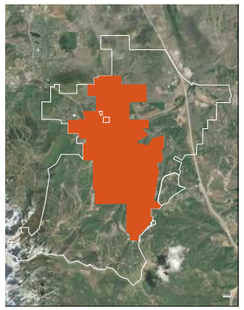
Since 1970, Park City has undergone a dramatic expansion in both land area and population but the increase in geography has far outpaced gains in resident numbers. In 1970, the City covered just 4.03 square miles and was home to 1,193 residents. By 1980, its footprint had nearly doubled to 7.27 square miles, yet the population rose to only 2,823. The following decade saw continued growth: in 1990 Park City encompassed 8.33 square miles with 4,448 people. After the Winter Olympics, boundaries more than doubled again to 17.64 square miles by 2012, while population climbed to 7,431. Today, in 2024, Park City spans 22.2 square miles,with a population of 8,985.



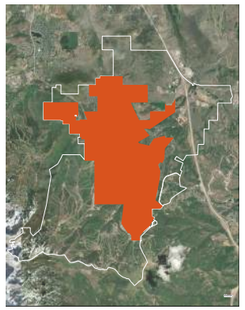
Year: 2024
Area: 22.2 sq mi
Population: 8,985



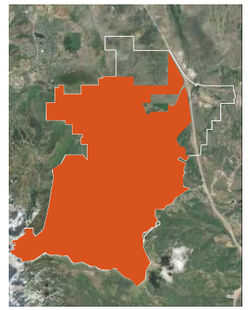
Year: 1970
Area: 4.03 sq mi
Population: 1,193



Year: 1980
Area: 7.27 sq mi
Population: 2,823



Year: 1990
Area: 8.33 sq mi
Population: 4,468



Year: 2012
Area: 17.64 sq mi
Population: 7,431

COMMUNITY PROFILE

KEY HIGHLIGHTS

- Based on the Mountainland Association of Governments' projections, Park City's full-time population is only projected to grow by a total of 202 residents (2%) between 2030 and 2050 under current trends.*
- Park City's population increases by 81% during the day, compared to 14% for the County. This trend shows that more people commute into Park City for work than those who commute out. Park City's daytime population is comprised of 80.55% workers and visitors, and 19.45% residents.
- The projected increase in employment in and around Park City indicates that in 2050 Park City is estimated to have 27,158 employees, with an increase of approximately 6,000 employees compared to 2020. This increase will likely have a significant impact on traffic and commuting patterns if no new workforce housing is provided within city boundaries and if transit focused improvements are not made.
- There has been an increase in the median age from 38.5 (2014) to 43.9 (2024). This along with current and projected age demographics suggest that Park City has an aging population with a high percentage of empty nesters and senior households.
- Of Park City's 8,585 housing units, just 33% are occupied, compared to 52% for the County, leaving 67% of Park City's housing units vacant. Of these, 77% or 4,438 units, are for seasonal, recreational, or occasional use, accounting for more than half of Park City's housing stock overall.
- According to the Park City Affordable Housing Analysis (Kem C. Gardner Policy Institute, 2023), about 37.5% of Park City's workforce lives within Summit County, and 62.5% live outside of the County, meaning many commute into the community for work.

**This depends on development of vested density at the resort base areas and the rezoning of the Bonanza Park neighborhood into a mixed-use district.*



Old Town

43.9 **Median Age** (2024)

59.2 **Diversity Index** (2024)

Diversity Index: *A measure that ranges from 0 to 100 indicating the likelihood that two randomly selected individuals in an area belong to different race or ethnic groups. A higher index suggests greater demographic diversity.*

80.5% **Daytime Population: Non-Residents**

Daytime Population: *The estimated number of people present in a geographic area during typical business hours (9 a.m. to 5 p.m.), including both residents and inbound commuters (workforce and visitors). This figure helps assess demand for services and infrastructure throughout the day.*

12.1% **Workforce living in the City**

56.2% **Employment in the Service Industry**

Population in the Service Industry: *The percentage of the civilian employed population working in service-related occupations, such as hospitality, food services, personal care, and recreation. This category is often prominent in tourism-driven economies.*

0.49 **Primary to Secondary Housing Ratio** (2024)

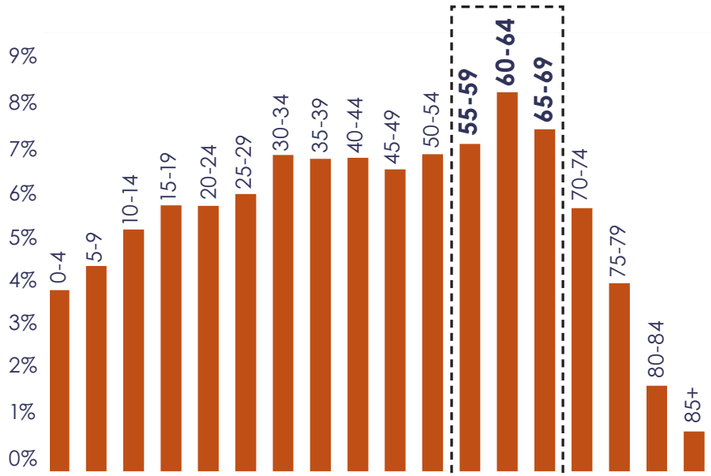
Primary to Secondary Housing Ratio: *The ratio comparing primary (full-time resident) housing units to secondary or seasonal/vacation homes. A lower ratio indicates a higher proportion of second homes relative to primary residences.*

Source: ESRI Business Analyst 2024

COMMUNITY PROFILE

AGE DEMOGRAPHICS

The highest concentration of residents is within the 55–69 age groups, suggesting a community that is aging. This has implications for housing needs, healthcare services, and mobility planning tailored to older adults. Lower percentages in the 0–14 and 15–24 age groups may indicate fewer young families or a lack of affordability for younger populations.



Age Groups in Park City (2024)
Source: ESRI Business Analyst 2024

TRANSPORTATION TRENDS

A vast majority of residents (over 80%) drove alone in 2023, highlighting Park City's dependence on private vehicles. Public transit, biking, and walking modes remain underutilized.

Total inbound traffic is expected to rise by nearly 30% between 2023 and 2050, reflecting regional growth and increased demand on infrastructure. Traffic on SR248 is projected to grow by two-thirds, more than on SR224, indicating it may become a key corridor requiring priority for upgrades, safety improvements, and multimodal integration.

Drove Alone: People
3086 (2023)

Carpool: People
275 (2023)

Walked or Bicycle: People
155 (2023)

Public Transit: People
175 (2023)

Worked from Home: People
1140 (2023)

Modes of Transport
Source: American Community Survey 5-year Estimates 2023

Average Annual Daily Traffic

Road	2023	2032	2050
SR224	31,500	32,000	33,000
SR248	21,000	25,500	35,000
Total Inbound	52,500	57,500	68,000

Source: UDOT Utah Statewide Travel Model 2024

MEDIAN HOME PRICE

The median home price has tripled in the last 10 years, rising from $1,000,000 in 2010 to $3,675,000 in 2024, raising concerns about affordability and access to homeownership within the community. The data shows a significant increase in median home prices over a 14-year period. The scale of the increase may affect housing market dynamics, including access to ownership and demand for different types of housing.

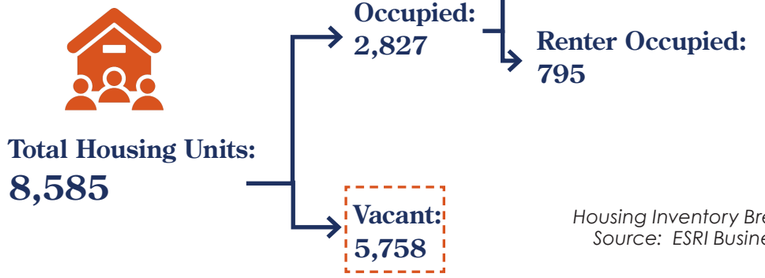
Median Home Price: 2010
$1,000,000

Median Home Price: 2024
$3,675,000

Source: Redfin, 2014 General Plan

HOUSING TRENDS

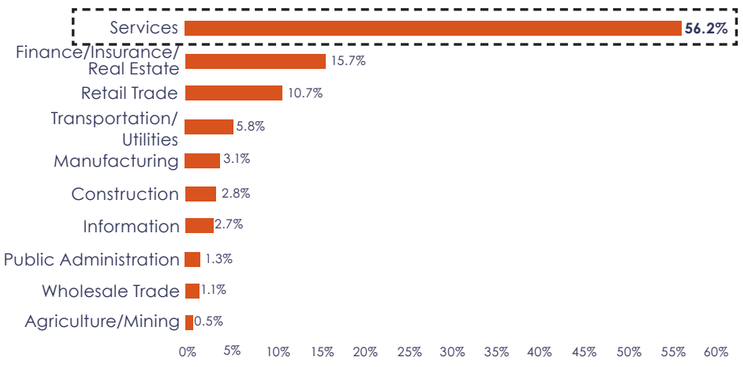
Out of 8,585 total housing units, only 2,827 are occupied, meaning over 67% of units are vacant, likely as second homes or short-term rentals. High vacancy rates often reflect seasonal use, with a significant number of homes serving as second residences or vacation properties.



Housing Inventory Breakdown (2024)
Source: ESRI Business Analyst 2024

EMPLOYMENT

According to 2024 data, the services sector accounts for 56.2% of employment in Park City. Other prominent sectors include finance/insurance/real estate (15.7%), retail trade (10.7%), and transportation/utilities (5.8%). he services sector, which includes hospitality, food services, and recreation, represents the majority of local employment reflecting the tourism-oriented economy.



Employment by Industry in Park City (2024)
Source: ESRI Business Analyst 2024

PLAN ALIGNMENT

PARK CITY GENERAL PLAN 2014

The 2014 General Plan establishes the foundational vision and guiding principles that continue to shape Park City's growth and conservation efforts. Built around the community's Core Values: Small Town Character, Natural Setting, Sense of Community, and Historic Character, it articulates a clear filter test of "keep Park City, Park City" for every policy decision. By documenting trends since the 2002 Winter Olympics and setting population targets around 7,500 residents, this Plan provides the baseline against which future updates measure both new development and preservation initiatives. Its emphasis on protecting the town's unique charm and natural surroundings ensures that as Park City evolves, it retains the very qualities that distinguish it from "Anywhere USA."

PARK CITY VISION 2020: FINAL VISION & STRATEGIC ACTION PLAN

Vision 2020 translates broad community aspirations into a concrete, ten-year framework of projects, policies, and performance check-ins. Crafted through an open and inclusive engagement process, it reflects a collective permission from residents to pursue bold but attainable actions that advance Park City's long-term vision. The Plan's structure, which embeds progress reviews every three to five years, offers a dynamic model for tracking implementation and course-correcting as needed.

PARK CITY FORWARD 2022

Park City Forward offers a thirty-year blueprint for the City's transportation network, marrying local values with pragmatic investment strategies. It addresses the evolving needs of residents, businesses, and visitors, ensuring that limited transportation funds are allocated to projects that bolster multimodal connectivity while respecting the City's natural setting and historic character. By anticipating growth in surrounding communities and coordinating with regional partners, this Plan positions Park City to manage traffic, transit, and trail expansion in harmony with broader Wasatch Back objectives.

PARK CITY SHORT RANGE TRANSIT PLAN 2020

The Short-Range Transit Plan serves as Park City's five-year operational playbook for public transportation, detailing route modifications, frequency adjustments, and fleet requirements. Functioning as both a business plan and tactical guide for Park City Transit (PCT), the SRTP aligns day-to-day service decisions with broader mobility goals. It allows policymakers to respond swiftly to shifting ridership patterns, budgetary changes, and emerging technologies, ensuring that transit service remains efficient, reliable, and responsive to community needs. As part of the General Plan Update, the SRTP's granular analysis anchors the Update's short-term action items in realistic service metrics and cost forecasts.

OPPORTUNITIES & CHALLENGES

OPPORTUNITIES

- **Preserving Community Values:** Residents strongly value Park City's sense of community, environmental quality, and authenticity. There is an opportunity to preserve these values while adapting to change.
- **Diversifying Housing Options:** Survey respondents supported a variety of housing types, especially seasonal employee housing, income-restricted housing, and smaller units to accommodate a broader range of residents.
- **Enhancing Transportation Choices:** Improving walkability, expanding bus routes, and implementing alternative parking strategies were identified as key steps to reduce congestion and improve mobility.
- **Supporting Parks and Open Space:** Parks, trails, and natural areas are among the most valued aspects of life in Park City. Continued investment in trail connections, preservation, and wildfire mitigation is widely supported.
- **Revitalizing Underutilized Areas:** Redevelopment of outdated properties and support for locally focused businesses can help reinforce neighborhood vibrancy while meeting evolving community needs.

CHALLENGES

- **Traffic and Congestion:** 71% of survey respondents identified traffic as the top challenge, especially related to event-based travel, recreation access, and workforce commuting.
- **Housing Affordability:** Many residents expressed concern over the lack of affordable and workforce housing, with only 12.1% of the workforce currently living within the city.
- **Growth Pressures:** Community members noted that managing growth while preserving quality of life, small-town character, and natural areas is a critical concern.
- **Transportation Infrastructure:** Limitations in transit availability, public parking, and walkability were seen as significant barriers to getting around, especially during peak visitor periods.
- **Balancing Tourism and Local Needs:** Residents expressed the need to balance the demands of tourism with everyday needs of full-time residents, including access to services, housing, and mobility.

**As articulated in the General Plan Survey and Engagement Process.*



Bonanza Flats



COMMUNITY ENGAGEMENT & OUTREACH

PLAN PROCESS

PROCESS OVERVIEW

The General Plan update process took place from June 2024 through August 2025 across five phases. In **Phase 1 (June–September 2024)**, staff compiled baseline data, then convened advisory bodies in **Phase 2 (July–October 2024). Phase 3 (November 2024–January 2025)** translated community feedback into a draft vision and goals, and **Phase 4 (December 2024–May 2025)** produced the Plan's required elements: land use, transportation, housing, water conservation. Finally, in **Phase 5 (June–August 2025)**, the draft was released for public comment and put up for adoption. **Three engagement windows** sought public input: Project Awareness & Values Identification (June–October 2024), Ideas & Alternatives Development (November 2024–March 2025), and Draft & Final Plan Sharing (April–July 2025).

ENGAGEMENT WINDOWS

1 PROJECT AWARENESS & VALUES IDENTIFICATION

- Council Interviews
- Advisory Committee Meeting
- Technical Advisory Committee Meeting
- Statistically Valid Survey
- Project Launch-Open House
- Project Website

2 IDEAS & ALTERNATIVES DEVELOPMENT

- Online Questionnaire
- Focus Groups
- Neighborhood Open Houses
- Continued Advisory Meetings
- Updates to Project Website
- Community Open House

3 DRAFT & FINAL PLAN SHARING

- Workshops with Advisory Committees
- Public Presentation
- Draft Plan for Public Comment
- Open House

PROJECT TIMELINE

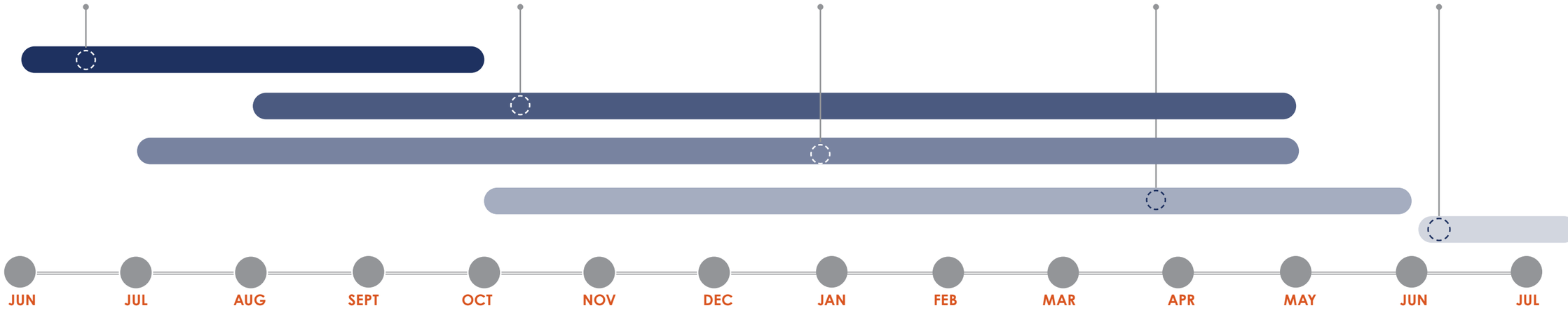
PHASE 1
Establish the Project Management Team. Compile Data and Existing Conditions.

PHASE 2
Identify and Establish Advisory Committees, Board and Commission Liaisons, and Stakeholder Groups. Conduct the Statistically Valid Survey

PHASE 3
Lead Community Visioning and Goals

PHASE 4
Develop General Plan Elements in conformance with Community Goals and the requirements of Utah Code

PHASE 5
General Plan Adoption



ENGAGEMENT OVERVIEW

ENGAGEMENT VISION

To create a shared Vision for Park City's General Plan through transparent and inclusive engagement among residents, stakeholders, and diverse voices, the project included three engagement windows.

1

ENGAGEMENT WINDOW

Project Awareness & Values Identification

SEPT - DEC 2024

2

ENGAGEMENT WINDOW

Ideas & Alternatives Development

JAN - MARCH 2025

3

ENGAGEMENT WINDOW

Draft & Final Plan Sharing

MAY - JULY 2025



Technical Advisory Committee Meetings



Open House 1



Open House 2



Open House 3

HOW WE ENGAGED IN THE COMMUNITY

1,118 TOTAL PARTICIPANTS

COMMUNITY INTERACTION

- *Open House*
- *Project Website*
- *Statistically Valid Survey*
- *Online Questionnaire*
- *Focus Groups*
- *Youth Council Work Session*

ADVISORY COMMITTEES

- *Technical Advisory Committee*
- *General Plan Advisory Committee*
- *Neighborhood Advisory Committees*

ADVISORY BOARDS

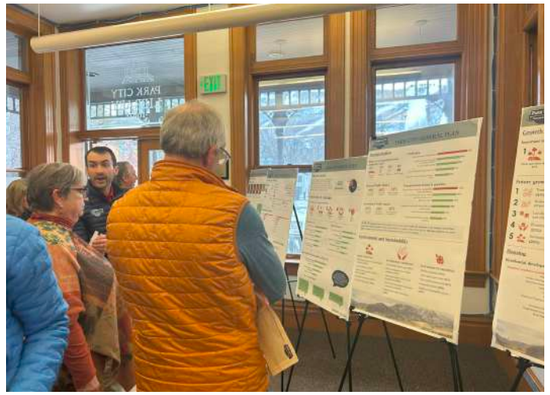
- *Historic Preservation Board*
- *Public Art Advisory Board*
- *Recreation Advisory Board*

CITY COUNCIL AND PLANNING COMMISSION

- *City Council Interviews and Presentation*
- *Planning Commission Presentation*

OPEN HOUSE









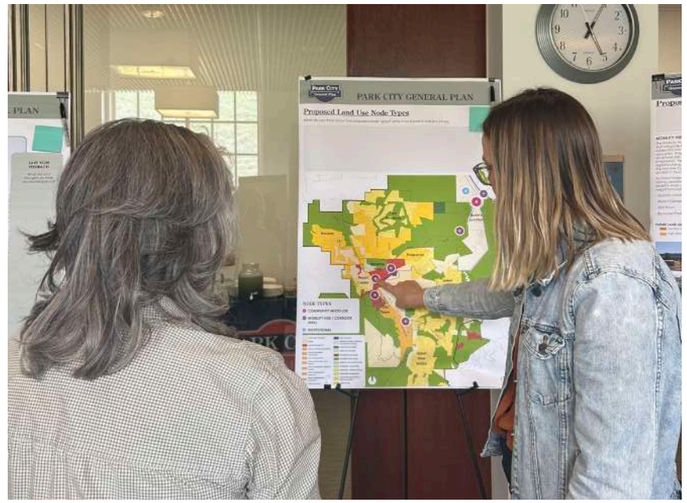
OPEN HOUSE 1

At the first Open House, community members examined the preliminary framework and shared fundamental concerns about preserving Park City's authentic mountain-town character while improving functionality. Attendees provided feedback on key topics, ranging from housing affordability and limited childcare access to traffic congestion, population pressures, and infrastructure demands. Participants emphasized the need to balance tourism-driven economic vitality with climate-resilience measures, and underscored that design solutions must honor the town's historic charm.

OPEN HOUSE 2

At the second Open House, community members reviewed the draft vision and emerging land-use scenarios, particularly scenarios 1 and 2 focused on neighborhood infill, transportation improvements and housing strategies. Attendees broadly affirmed the overarching priorities, endorsing historic-preservation initiatives alongside a suite of sustainability measures such as water-wise landscaping, rooftop solar, recycling and composting programs, and broader decarbonization efforts. They also expressed moderate-to-high interest in implementing dark-sky lighting standards and establishing community gardens.





OPEN HOUSE 3

At the final Open House, community members reviewed key recommendations and strategies organized around the five plan themes. Attendees examined each theme, and provided feedback on draft strategies. The event also presented tailored recommendations for individual neighborhoods based on neighborhood open houses and featured the proposed land-use node type map illustrating potential future development areas, such as mobility hubs and community mixed-use nodes. Overall, participants actively engaged with the materials and affirmed the direction of the draft plan. They welcomed the importance of preserving neighborhood character and transportation improvements, and suggested refinements to make the strategies clearer and more actionable.

KEY TAKEAWAYS

1. Park City aims to become more enjoyable for residents and visitors, reducing frustrations related to traffic and housing.

2. The Plan should be actionable, involving goals and strategies that can be implemented.

3. Park City is a community-oriented place with shared interests and love for nature. It offers outdoor activities and a sense of identity to be treasured.

STATISTICALLY VALID SURVEY

WHAT WE HEARD

The Community Survey was collected from November 14-27, 2024, with a total of 453 responses. For this survey, Park City residents were randomly sampled from the City's residential utilities list and the publicly available Utah registered voter file. Survey invitations were sent via email and text message. The data were weighted to reflect the demographics of Park City residents, specifically in regard to age, gender, race, and home ownership.

453 RESPONSES

KEY TAKEAWAYS

- *Park City residents are divided on the City's direction but value its small-town feel, natural setting, and outdoor activities.*
- *Community, environmental preservation, and a strong sense of place are top resident priorities.*
- *Traffic and congestion are the biggest concerns, with a strong desire for improved transportation services.*
- *Residents want better walkability and transit options, especially for workers, skiers, and easier access to events, recreation, and businesses.*
- *Nature preservation remains key, with priorities including trail expansion, open space protection, and wildfire mitigation.*

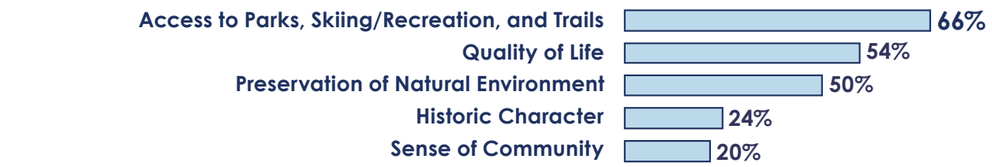
TOP 5 VALUES THAT REPRESENT PARK CITY

1. Community 50%
2. Uniqueness 36%
3. Environmental 35%
4. Preservation 32%
5. Authentic 26%

IMPORTANT LAND-USE PRIORITIES AT A NEIGHBORHOOD SCALE

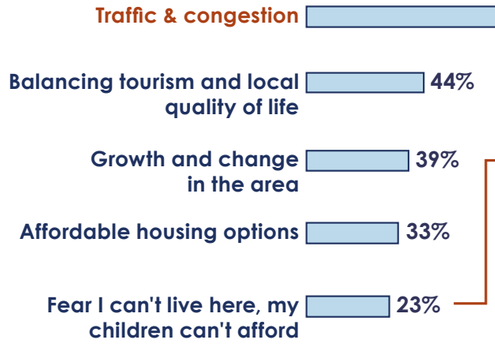
1. Parks and Open Space 47%
2. Conservation and Natural Space 45%
3. Affordable Housing 33%
4. Restaurants or Bars 22%
5. Medium-density Housing 17%

MOST VALUED CHARACTERISTICS OF PARK CITY

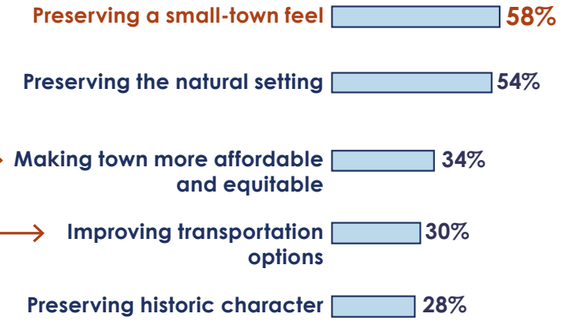


"I live in Park City because it is safe and offers a quality of life that emphasizes outdoor activity and overall health."

CHALLENGES FACED..



GOALS TO FOCUS ON..



2 in 3 Respondents overall agree that the City should simplify transportation for residents, even if it reduces visitor access, indicating that the focus should be more on residents' needs than on visitor access.

For median income less that $100,000 a year, affordable housing is the main priority.

Majority of Park City residents **preferred varied residential developments** over single-family detached homes.

" I moved here fifty years ago specifically for skiing but stayed because of the quality of life and the opportunity to raise my children in a healthy environment."

NEIGHBORHOOD ADVISORY MEETINGS

KEY TAKEAWAYS

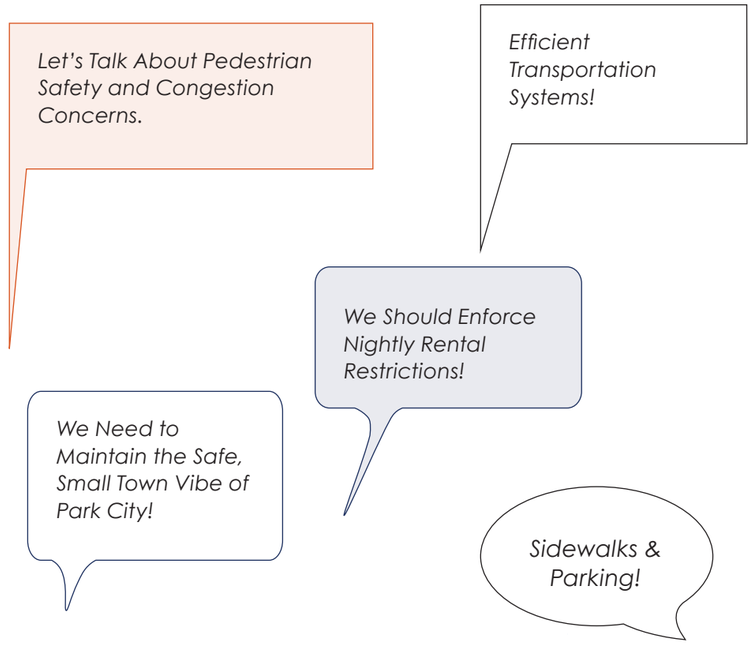
1. Top concerns for neighborhood residents include advocating for bike/pedestrian safety along roadways and improving traffic measures to deal with congestion.

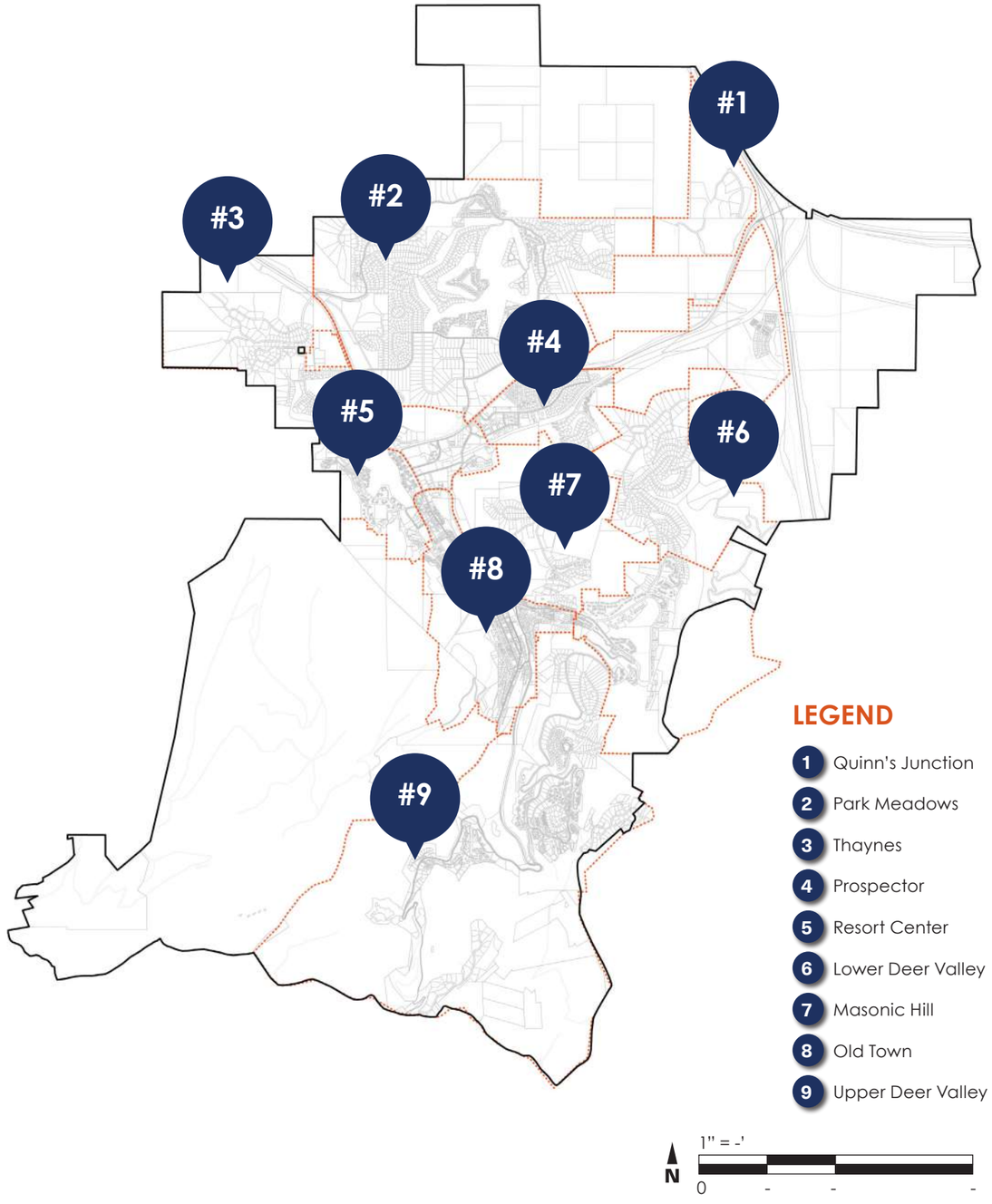
2. There is high demand for an expanded transportation system with more options and efficiency.

3. The participants emphasized the importance of maintaining the character of Park City.

NEIGHBORHOOD ADVISORY COMMITTEE MEETINGS SUMMARY

Park City includes ten distinct neighborhoods. Resident volunteers applied to serve on Advisory Committees for their neighborhood to help build project awareness and facilitate resident engagement in a series of open houses held from December2024 through February 2025 where residents reviewed the 2014 General Plan recommendations for their neighborhood and provided input on the recommendations for the 2025 General Plan outlined in the Neighborhood Plans.





ONLINE QUESTIONNAIRE

OVERVIEW

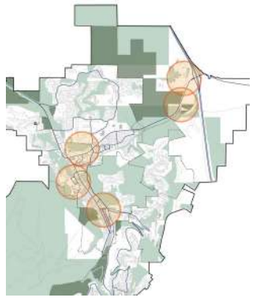
An online questionnaire was conducted from March 4th to March 25th, to collect feedback from Park City residents and community members regarding the city's vision statement and the mission statements considered essential to realizing this vision. Participants were asked to select their preferred land-use and transportation scenarios from the provided options. Additionally, they were invited to share input on priorities and strategies related to historic preservation, conservation, and sustainability.

538
RESPONSES

PREFERRED LAND-USE SCENARIO

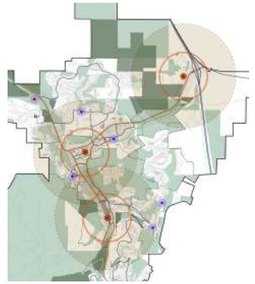
1. Neighborhood Infill Development — 38%

This land use strategy is ideal for a community looking to increase density thoughtfully through targeted infill, focusing on small-scale, medium-density projects that fit the local context. By concentrating new development around existing commercial areas, it emphasizes missing middle housing, employee housing, seasonal housing, and accessory dwelling units, while also incentivizing adaptive reuse. This approach supports vibrant, walkable neighborhoods, strengthens local economies, and aligns with Park City's efforts to promote housing diversity, sustainability, and balanced growth.



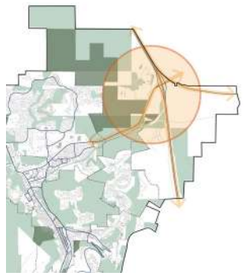
2. Transit Corridor Infill Development — 32%

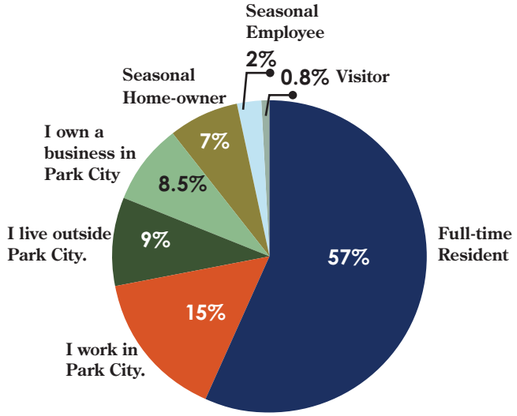
This land use strategy focuses on transit corridor infill development by increasing density along key transportation routes like Highways 224 and 248. It envisions larger mobility hubs integrated with mixed-use nodes to create a more walkable, connected system that enhances pedestrian access and incentivizes public transit use. By incorporating smaller neighborhood transit access points, this approach improves overall connectivity, supports sustainable mobility choices, and aligns with Park City's goals of linking land use and transportation to manage future development.



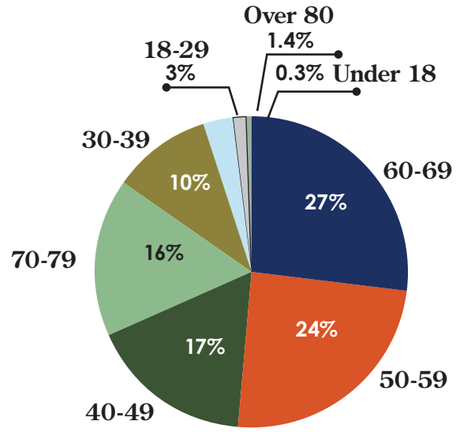
3. Major Mixed-Use Node Development — 30%

This land use strategy focuses on major mixed-use node development, aiming for medium to high-density growth anchored by a central commercial and mixed-use core with a new park-and-ride. It prioritizes strong transit connections to employment and recreation areas while identifying additional smaller mixed-use nodes to boost walkability and lessen vehicle dependence. This approach supports integrated, transit-oriented development that creates vibrant, connected neighborhoods while advancing Park City's vision for sustainable and balanced community development.





WHO DID WE HEAR FROM



WHO DID WE HEAR FROM: AGE GROUPS

PREFERRED TRANSPORTATION SCENARIO

1: Moderate Adjustments



31.3%

This transportation strategy is ideal for a community looking to make measurable improvements in mobility and accessibility without sacrificing flexibility. It prioritizes investments that can be adjusted over time, minimizes risk, and aligns with Park City's ongoing efforts to manage growth, reduce congestion, and enhance transportation options without drastic upheaval.

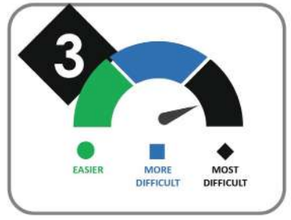
2: Pushing a Modal Shift



34.63%

This scenario is ideal for a community ready to take a bold stance on reducing car dependency while fostering a livable, transit-oriented, and pedestrian-focused environment. It offers a decisive shift towards addressing the City's congestion management goals while preserving its character and economic vitality. Though the transition may present political and logistical challenges, the long-term benefits of reduced congestion, improved public spaces, and a shift towards more sustainable modes may make it an attractive option.

3: Transformational Change



34.07%

This scenario is best suited for a community committed to a fundamental transformation toward sustainable, car-free mobility. It prioritizes people over cars, ensuring that visitors and residents alike can navigate Park City without relying on personal vehicles with consideration for the needs of residents. While the capital investment and political coordination required are significant, the long-term benefits of reduced congestion, improved public spaces, and extensive non-personal vehicle travel options make this a forward-thinking choice.



IMPLEMENTATION PLAN

CURRENT INITIATIVES: TRANSPORTATION

Park City has taken significant steps since the 2014 General Plan to address traffic, congestion, and transportation options. This section describes some of these achievements.

T2: TRANSIT IMPROVEMENTS

- The City is partnering with Summit County, High Valley Transit, and the Utah Department of Transportation to establish SR-224 Bus Rapid Transit.
- The Re-Create 248 Transit Study is focused on transforming travel along the SR-248 corridor. By considering the regional nature of traffic patterns and transportation needs, the study aims to identify solutions that expand mobility options for visitors, the workforce, and residents. The outcome will be an enhanced transit system along SR-248. Twelve potential transit modes and two corridor alignments are being evaluated. The goal is to identify a Locally Preferred Alternative by January 2026.
- The City supported increased capture lot usage at Richardson Flat and conducted needs analysis in partnership with Summit County for future capture lot site feasibility.
- As a result of a recent Emerging Disruptors transportation study, the City is working with Summit County and stakeholders to improve airport connections to the City.
- High Valley Transit operates low frequency service to Salt Lake City.
- The City piloted an on-demand micro transit system, but it was ultimately determined the pilot did not meet the goals due to the cost of operations.
- Park City Transit, Engineering, and Transportation Planning worked to improve Park Avenue bus stops and are working on improvements to 80 more stops through 2028.

T3: TRAFFIC MANAGEMENT

- Park City Forward, adopted in 2022, included 84 transportation initiatives with minimal recommendations to widen existing streets or highways.
- The City is advancing code amendments to reduce parking ratios, allow shared and off-site parking, set parking maximums, and support alternative strategies like carshare and EV spaces.
- The Bonanza Park Small Area Plan recommends a new walkable mixed-use zone where residents can live within ¼ mile of public transit, amenities, and services.
- The City hired a traffic manager to oversee traffic operations during the peak winter and event days, when traffic and transit are the busiest and need the most operational support.
- The City operates several TDM programs including Guaranteed Ride Home, Ride On Park City, and UTA Vanpool.
- The City launched and championed the Ride On platform that educates the public on alternative transportation choices and rewards businesses and individuals who compete in monthly and seasonal challenges.

T4: PARKING

- The Downtown and Main Street Parking Management Plan was completed and is regularly reviewed and updated regarding parking rates and enforcement policies.
- On April 27, 2023, the City Council adopted an Ordinance updating bike parking requirements for new development, including standards for outdoor racks and indoor bike storage.
- The City is updating Traffic Impact Study Guidelines and the Land Management Code to establish measurable options for developers to reduce single-occupancy vehicles and enhance transit ridership, walking, biking, and other modes of transportation through parking reductions and comprehensive Transportation Demand Management plans.

T5: PRESERVE PARK CITY'S SMALL-TOWN FEEL

- The Neighborhoods First Streets Program was developed to work with residents to make neighborhoods safer and more livable by implementing traffic calming strategies, resolve street parking concerns, and generally respond to requests from the public that impact our local streets.
- In the summer of 2025 Park City is implementing temporary traffic calming measures to evaluate the effectiveness before investing in permanent improvements.

T6: WALKABLE AND BIKEABLE NEIGHBORHOODS

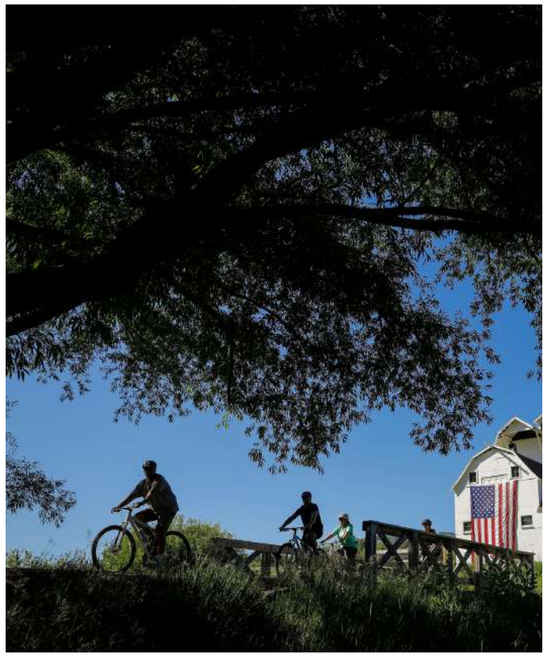
- City investments have been made to install bike racks throughout the community's business districts, transit stops, and recreational facilities.
- On January 4, 2018, the City Council adopted a Resolution, approving a complete streets policy to encourage walking, bicycling, and transit use while continuing safe operations for all users and modes.
- Bonanza Park Master Plan outlines possible connectivity improvements.

T7: SPECIAL EVENTS

- During peak events, the peak day management team establish drop and load zones for private transportation carriers.



Bus Transit System



Bike Trails

CURRENT INITIATIVES: COMMUNITY CHARACTER

Park City has taken significant steps since the 2014 General Plan to protect neighborhood character, promote historic preservation, and update the development review process. This section describes some of these achievements.

C1: SMALL TOWN FEEL

- Maximum residential lot sizes were established in the Historic Residential – 1, Historic Residential – 2, and Historic Residential Medium Zoning Districts.
- Since 2014, the Recreation Department upgraded the seasonal dome and sports lighting on fields to maximize playing light and minimizing neighborhood impacts from light pollution. Free outdoor ice skating and cross-country skiing are also beneficial to the local and visitor alike.
- In 2017 City Council adopted an Ordinance to define Conventional Chain Business as a business with ten or more other locations that operate with standardized menus, products, apparel, architectural design, and/or signage and logo. Conventional Chain Businesses are limited to no more than seven in Storefront Property within the HRC Zoning District and no more than 17 in Storefront Property within the HCB Zoning District.
- The City provides Economic Development Grants to local businesses.
- The City collaborated in the award of the return of the Winter Olympics – the 2034 Winter Olympics.
- The renewal of the United States Ski and Snowboard Association agreement for the MARC to continue to be 'An Official Training Center' for the US Ski and Snowboard Team was renewed through the 2034 Olympic Games.
- In 2020, the City Council adopted an Ordinance establishing a cap on Nightly Rentals in the Historic Residential – Low Density Zoning District. At the request of residents, the City Council approved the following ordinances:
  - Ordinance No. 2015-44 prohibiting nightly rentals in the Neighborhood of the Historic Residential – Low Zoning District.
  - Ordinance No. 2020-38 prohibiting nightly rentals in the Meadows Estates Subdivision.
  - Ordinance No. 2021-16 prohibiting nightly rentals in the Fairway Meadows Subdivision.
  - Ordinance No. 2021-52 prohibiting nightly rentals in the Hidden Oaks at Deer Valley Subdivision.
  - Ordinance No. 2023-16 prohibiting nightly rentals in the Chatham Crossing and West Ridge Subdivisions.

C2: SENSE OF COMMUNITY

- On November 19, 2020, the City Council adopted an Ordinance to create an Urban Park Zone, providing additional protections for the long-term continuation of Rotary Park, Creekside Park, Prospector Park, City Park, and the Municipal Golf Course. This was an important resident-led partnership with the City Council and Planning and Recreation staff.
- The adopted Bike and Ped Plan outlines planned improvements between citywide parks and recreation.
- On January 21, 2021, City Council adopted an Ordinance establishing dark sky regulations for outdoor lighting to minimize light impacts to wildlife and neighbors, preserving starry night skies. Since the adoption of the dark sky regulations, the City is retrofitting streetlights and upgrading the 118 streetlights leased from Rocky Mountain Power with dark sky compliant lights, and has brough City properties into compliance with the new regulations.
- The City has collaborated with Historic Park City Alliance, the Kimball Arts Festival, and permits special events that foster community involvement and promote arts and culture.
- In July of 2020, the City Council adopted Resolution No. 18-2020 appropriating 1% of Capital Improvement Project funds to be spent to acquire and integrate public art.
- In 2018 and 2023 the City coordinated art installations on utility boxes through the EmPOWERment project.

C3: LAND USE & GROWTH

- In July of 2024, the City Council adopted the Bonanza Park Small Area Plan to create a new mixed-use neighborhood.
- The City purchased the Treasure Hill, Bonanza Flat, and Clark Ranch open space acreage.
- City annexed approximately 1,200 acres in the southeast Quinn's Junction area and zoned the property Recreation and Open Space and Entry Corridor Protection and Sensitive Land Overlays to bring City-owned property allocated for open space and potential affordable housing into the City boundary.

C5: HISTORIC PRESERVATION

Celebration & Education:

- Ongoing recognition and celebration of preservation efforts through the City's annual Preservation Award.
- Education and information provided regarding outside financial support, such as state and federal historic tax credits.
- Incentives: Financial incentives for preservation, rehabilitation, and restoration continue to be offered through the City's Historic District Grant Program.

Stewardship, Collaboration, and Innovation:

- Established agreements with the two ski resort entities to identify historic mining structures and sites and implemented funding mechanisms for their preservation and protection.
- Preservation and stabilization efforts on several high-priority mining structures.

Documentation:

- Completion of Intensive Level Surveys (ILS) of all the City's designated historic resources.

Policy and Regulations:

- Compatibility standards implemented and adopted into the Land Management Code.
- Consideration of flexibility regarding seasonal enclosures and temporary structures; updates regarding parking and driveways.
- Updates to land use standards to maintain the vibrant, active nature of Main Street.
- Proposed illustration of the Design Guidelines to provide more clarity and understanding.
- Discussion and exploration of strategies related to enforcement of unauthorized alterations to infill projects.

Main Street:

- Updates to land use standards to maintain the vibrant, active nature of Main Street.
- Collaboration on Main Street planning and revitalization efforts.



Old Town

CURRENT INITIATIVES: MODERATE INCOME HOUSING

Park City has taken significant steps since the 2014 General Plan to achieve more affordable housing within the City as well as reduce barriers to build more attainable and affordable housing. This section describes some of these achievements.

H1: VARIETY OF HOUSING OPTIONS

- In 2021, the City adopted an Ordinance updating Accessory Apartment regulations to incentivize development, including removal of the requirement that the property owner live on site, removal of a cap on the number of Accessory Apartments allowed within a 300-foot radius, reducing the minimum size to 280 square feet, and allowing Accessory Apartments in the Community Transition Zoning District.
- RDA funds were used to complete three projects totaling 27 homeownership units. Another project, EngineHouse, is in production and will include 99 affordable rental units.
- In 2016, the City expanded the housing program to include two levels of affordability: affordable at 80% and below and attainable from 81-150% of Area Median Income.
- The City collects annual compliance reports for all deed restricted properties.
- Five-year housing assessments are completed with the help of the University of Utah Kem C. Gardner Institute detailing existing stock and needs.
- In 2021, a new Affordable Master Planned Development code was established to reduce setbacks and open space requirements and increase building height for projects that include more than 50% of the square footage as deed restricted affordable units.



Snow Creek Cottages



The Retreat at the Park Affordable Housing



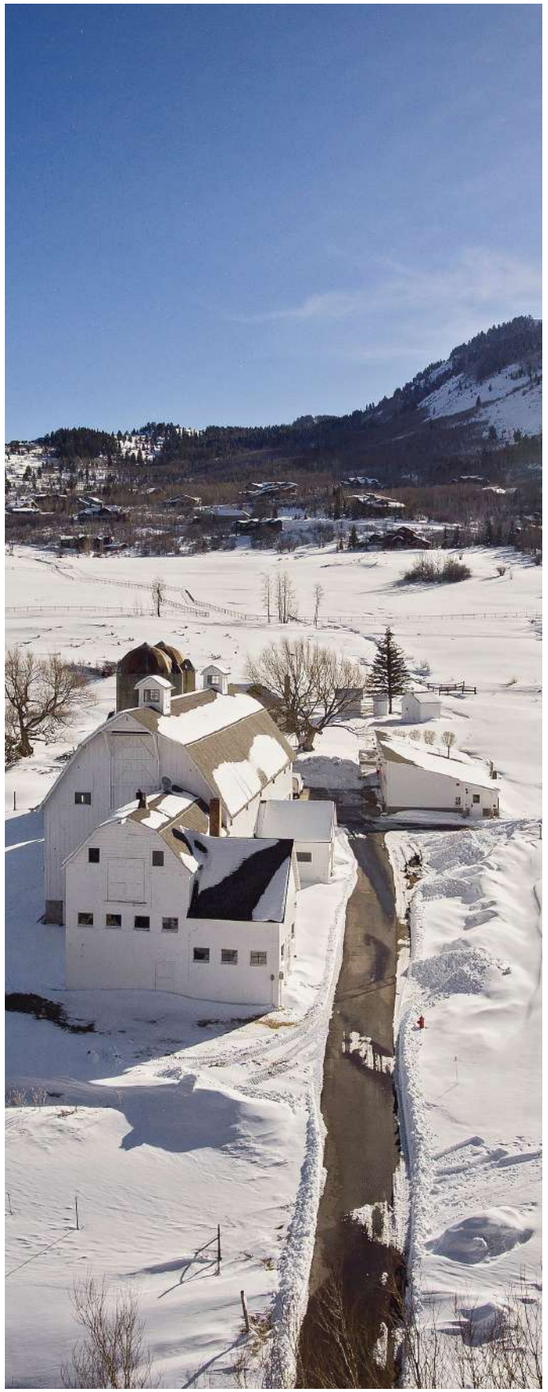
Snow Creek Cottages

CURRENT INITIATIVES: WATER AND OPEN SPACE PRESERVATION

Park City has taken significant steps since the 2014 General Plan to reduce water consumption for both domestic and commercial uses, as well as take proactive actions towards water conservation. This section describes some of these achievements.

W1: WATER PRESERVATION

- Park City has been proactive in minimizing water consumption for both domestic and commercial applications.
  - The City updated the water conservation plan in 2020.
  - The City adopted a water conservation goal for Weber Basin Drainage which targets a 33 percent reduction in water loss by 2030 using 2019 as a benchmark.
  - In the summer, almost 70 percent of Park City's water consumption is used for irrigation. Park City has implemented irrigation mandates to reduce the likelihood of overloading the roughly 11 MGD capacity of the Park City water system.
  - Park City has made significant steps since 2014 to reduce water loss which primarily occurs as potable water is transported through pipelines to outlets. Steps include: Metering of homes, residential, commercial, irrigation and snowmaking sites; establishment of the WaterSmart Portal, and leak tracking and notification system.
  - Following adoption of water-efficient landscape ordinances, Park City in conjunction with the Weber Basin Water Conservancy District is now offering a financial incentive to property owners that replace their grass lawns with drought and fire-resistant landscaping.



Mc Polin Barn



City's view during winter

CURRENT INITIATIVES: SUSTAINABILITY

Park City has taken significant steps since the 2014 General Plan to achieve net-zero carbon emission, incentivize energy efficient and waste reduction programs within the community. This section describes some of these achievements.

ADVOCACY

- Park City was an advocate and leader for decarbonization by starting the Mountain Towns 2030 movement in 2019, which drove Park City and others to strive for net zero carbon emissions by 2030 through the creation of a hub for participating communities to collaborate and share resources with one another.
- After the introduction of the Utah Community Renewable Energy Act, Rocky Mountain Power developed the Utah Renewable Communities program, which is a commitment to achieve net-100% renewable electricity by 2030. Park City is recognized as an anchor community, which symbolizes both its financial and ideological commitment to reaching the goals set forth by Utah Renewable Communities.
- Park City has been a member of Tree City USA for over 31 years. This initiative was created by the Arbor Day Foundation to ensure a commitment to urban forestry via adherence to four policies that contribute to the maintenance and growth of each jurisdiction's urban forest.

LOCAL EDUCATION AND OUTREACH

- Ride On Park City - A rewards program to incentivize the use of multimodal transportation to reduce congestion and carbon emissions associated with transportation.
- Try Transit Week - A biannual promotion of the local transit system through themed activities, events, and conversations with local transportation leaders.
- Summit Community Power Works Program: This program provides Summit County and Park City residents with informational resources and incentives to support their engagement with household energy and water conservation efforts. the creation of a hub for participating communities to collaborate and share resources with one another.

DECARBONIZATION BUILDINGS

- Park City established a net-zero energy performance standard for its municipal buildings in 2017, which is in the process of being updated.
- The City champions multiple incentivization programs to support developers in the construction of commercial and mixed-use buildings that operate with reduced or net-zero carbon emissions. These programs include the Utah Commercial Property Assessed Clean Energy program (C-PACE), Rocky Mountain Power's Whole Building Program, free commercial building energy assessments to all local businesses, and incentive packages for efficiency upgrades.
- Park City also has a progressive solar panel ordinance that allows the installation of solar panels.
- In addition to energy conservation, the Park City Utilities Department also uses pricing tools, water smart policies, leak detection, and place-based data measurements to support the conservation of the existing water supply.

LAND

- The McPolin Barn CO2 Sequestration Project (2018) has implemented regenerative agriculture to sequester carbon and improve soil health.
- Park City has implemented a biochar program that uses open space to reduce excess forest fire fuels, sequester carbon, and improve ecosystem health.

WASTE

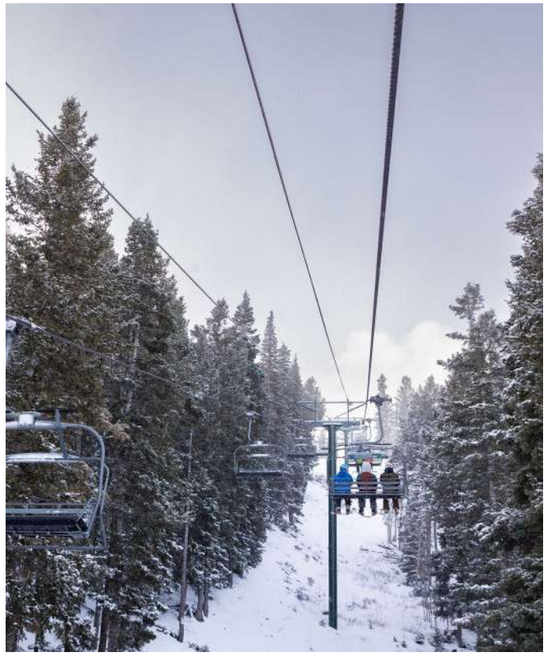
- To attain the City's overall decarbonization goals, Park City has set a goal to be zero-waste by 2030.

SUSTAINABLE TOURISM ENVIRONMENTAL CONSERVATION

- Park City has integrated policies and strategies that promote environmental conservation within the Park City tourism experience. This includes the Park City Sustainability and Open Space Department management of several undeveloped lands through conservation easements, including in the Quarry Mountain and Iron Mountain areas.

RESILIENT ECONOMY

- Park City has expanded its healthcare and medical facilities, supporting economic growth and resources for residents and visitors. In addition to efforts that create industry diversity, Park City has also engaged in efforts to encourage and back more local businesses over chain businesses within the City.
- According to the Park City Chamber of Commerce, there are 83 projects in progress citywide to support sustainable tourism. Through the emphasis on sustainable tourism, Park City can remain a resilient community that serves the needs of its visitors while providing stability for residents.



Ski-Lifts



Mountain Biking Trails

IMPLEMENTATION MATRIX OVERVIEW

The Implementation Matrix identifies the timeframe, departments, and partnerships anticipated for the implementation of each strategy.

- **Timeframe:** Identifies the timeline for the proposed strategies as it relates to implementation: Ongoing which refers to work that the city is already undertaking and is expected to continue; Near-Term which are intended to be implemented in the next 1 - 3 years; Medium-Term which are intended to be implemented in the next 5 years; and Long-Term which are intended to be implemented in 5 - 10 years.
- **Department:** This identifies the City Department(s) that would be responsible for supporting implementation of the strategies.
- **Partnerships:** This identifies non-city partners who may support the implementation of each strategy.



City Hall



TRANSPORTATION

We value a connected community with great access to recreation and open spaces and a variety of transportation options for visitors, workforce, and residents.

Departments required for Implementation: Transportation Planning, Planning, Engineering, Parking, Information Technology (IT), Public Works, Special Events, Executive, Emergency Management, Police, Building.

Partnerships required for Implementation: UDOT, Summit County, Wasatch County, State, High Valley Transit, Residents, Park City Chamber, Park City Fire District, Historic Park City Alliance, Resorts, Major Employers, Property and Business Owners, Homeowner and Master Owner Associations.

FOCUS AREA: DATA BACKED DECISION MAKING

STRATEGY	ACTIONS	TIMEFRAME
1A *Park City will regularly evaluate the community's unique traffic and peak day patterns to inform and measure mitigation strategies.*	Install City-controlled traffic counters at entry corridors and key intersections.	Ongoing
	Produce annual reports to track and monitor trends and to evaluate the effectiveness of implemented mitigation strategies.	

FOCUS AREA: TRANSIT IMPROVEMENTS

STRATEGY	ACTIONS	TIMEFRAME
2A *Advance high-capacity transit on the SR-224 and SR-248 corridors in coordination with High Valley Transit and the Utah Department of Transportation (UDOT) to serve as the primary transit spines connecting regional capture lots to key destinations.*	Support the planning, design, and implementation of SR-224 Bus Rapid Transit.	Medium-Term
	Complete the Re-Create 248 Transit Study in early 2026 to address projected corridor needs.	
	Identify the location for a capture lot along SR-248 by September 1, 2025.	

FOCUS AREA: TRANSIT IMPROVEMENTS

STRATEGY	ACTIONS	TIMEFRAME
2A *Advance high-capacity transit on the SR-224 and SR-248 corridors in coordination with High Valley Transit and the Utah Department of Transportation (UDOT) to serve as the primary transit spines connecting regional capture lots to key destinations.*	Partner with Summit County, Wasatch County, and UDOT to improve existing and develop new park-and-ride hubs identified in the capture lot capacity analysis to connect visitors and the such as retail, grocery, and childcare for employees and visitors, workforce with convenient and seamless access to parking, reliable transit connections, and supportive amenities.	Medium-Term
	Complete a detailed analysis of comprehensive capture lot capacity needs, addressing multiple horizon years, travel markets, and demand for special events by the summer of 2026.	
2B *Build on the Short-Range Transit Plan and Transportation Master Plan Park City Forward to build the transit network, increase transit frequency, and improve regional connections.*	Evaluate traffic signals and corridors for transit signal priority to provide more reliable transit operation.	Near-Term
	Increase headways on key internal routes to 10-15 minutes during peak hours.	
	Partner with High Valley Transit, Summit County, the Wasatch Front, and stakeholders to enhance the Park City-Salt Lake City Connect Route to provide direct and frequent service between Park City and the Salt Lake City International Airport.	
	Work toward dedicated transit lanes and other required infrastructure wherever feasible within Park City to maintain speed and reliability during congested periods.	
	Continue to electrify and modernize the City's transit fleet.	
	Establish a parking permit program that allows residents in areas not proximate to a transit stop to park near a transit stop in their neighborhood.	

FOCUS AREA: TRANSIT IMPROVEMENTS

STRATEGY	ACTIONS	TIMEFRAME
2B *Build on the Short-Range Transit Plan and Transportation Master Plan Park City Forward to build the transit network, increase transit frequency, and improve regional connections.*	Improve or replace the current mobile app used for transit service with an app that is more user friendly to a range of riders.	Near-Term
	Partner with High Valley Transit to increase service frequency to Wasatch Back communities to provide reliable commutes for the workforce.	
	Complete planned upgrades for local bus stops with improved amenities and accessibility features, including relevant route information, by 2026 and begin planning for the next round of improvements starting in 2026.	
	Track the performance of the summer Transit to Trails Program and make data-informed refinements and service expansions to improve user experience.	
	Evaluate new Transit to Trail connections to mitigate trail user parking in residential and commercial areas.	
	Evaluate transit improvements for trail users including regional park-and-rides and transit connections for recreation users in all seasons.	
	Evaluate the feasibility of a gondola system to connect key destinations within Park City, providing a high-capacity transit option that bypasses vehicle congestion.	
	Adopt design guidelines for transit stops compatible with the City's mountain town aesthetic.	

FOCUS AREA: TRANSIT IMPROVEMENTS

STRATEGY	ACTIONS	TIMEFRAME
2C *Park City will develop a network of internal mobility hubs as shown in the Node Types Map, including ones in the Thaynes and Park Meadows neighborhoods, as well as more developed ones in Bonanza and Old Town, and supportive infrastructure to enhance first- and last-mile connections.*	Improve pedestrian and bike access to key hubs from surrounding neighborhoods.	Near-Term
	Provide dynamic signage, real-time transit arrival information, and user-friendly wayfinding to support seamless multimodal transfers.	
	Build mobility hubs in areas with existing routes with high ridership, higher density, mixed-use development, and activity centers to support transit-oriented development and provide access for all users in areas like Old Town and Bonanza Park.	
	Co-locate bike shares, e-bike and transit charging infrastructure, and transit amenities such as; coffee stands, food trucks, and warming yurts, where demand exists.	

FOCUS AREA: TRAFFIC MANAGEMENT

STRATEGY	ACTIONS	TIMEFRAME
3A *Evaluate long-term congestion pricing and/ or flex-lanes on SR-224 and SR-248.*	Explore coordination with UDOT to institute a flex lane system to manage peak inbound and outbound traffic flows along SR-224 and SR-248 to add directional capacity without requiring roadway widening.	Long-term
	Explore the feasibility of congestion pricing and other demand-based policy tools along SR-224 and SR-248, with attention to mitigating impacts on the workforce and residents.	

FOCUS AREA: TRAFFIC MANAGEMENT

STRATEGY	ACTIONS	TIMEFRAME
3B *Park City will prioritize using pricing, mode shift, and land use policy, instead of roadway widening, to manage congestion.*	Update Zoning Districts to allow for mixed use within the City's commercial districts, such as Quinn's Junction and Bonanza Park, in key areas, reducing trip demand and length by bringing housing, jobs, and services closer together.	Ongoing
	Require event organizers to provide regional transit and shuttle services for major events, including connections to wider Summit County, the Wasatch Back, and the Wasatch Front. Expand charter bus and rideshare incentives for large gatherings.	
3C *Deploy smart traffic management tools to inform dynamic operations and user guidance.*	Coordinate with resort partners to expand real-time travel info, parking availability displays, and traffic monitoring.	Ongoing
	Coordinate traffic signal timing and publicly available traveler info systems with transit operations to minimize delay of transit at traffic signals and provide more accurate transit travel time estimates.	
	Evaluate traffic volumes and signal timing to optimize traffic signals to minimize vehicle delay.	
3D *Strengthen policies that reduce reliance on single-occupancy vehicles by requiring and incentivizing multimodal transportation through planning, development, and transportation initiatives.*	Incorporate trip reduction strategies and shared parking provisions into broader zoning reform efforts, including mixed-use friendly policies in areas like Quinn's Junction Community Mixed-Use Node.	Near-term
	Provide carpooling and vanpooling incentives, particularly for commuters, including construction teams.	
	Require major employers to appoint Transportation Demand Management coordinators to oversee and promote sustainable commute options and collaborate with City staff or an approved third-party entity to monitor compliance and trip reduction goals.	
	Continue developing clear policies for new developments, resorts, and major employers to integrate trip reduction strategies, establish mode-shift targets, and reduce parking through formal City mechanisms.	

FOCUS AREA: TRAFFIC MANAGEMENT

STRATEGY	ACTIONS	TIMEFRAME
3D *Strengthen policies that reduce reliance on single-occupancy vehicles by requiring and incentivizing multimodal transportation through planning, development, and transportation initiatives.*	Evaluate the effectiveness of the Ride On Park City program by analyzing its impact on mode share, seasonal variation, and travel behavior.	Near-term
	Annually recognize and celebrate the accomplishments of major employers who successfully implement Transportation Demand Management (TDM) strategies and highlight which strategies were most effective.	
3E *Reduce wildlife-vehicle collisions.*	Improve fencing along SR-224 and SR-248 to allow animal crossings at designated areas.	Ongoing
	Install streetlights along high crash corridors.	
	Provide median barriers with occasional gaps to allow animals to cross while enhancing drivers night-time vision.	
	The City will work with UDOT to explore locations along SR-224 and SR-248 for grade separated wildlife crossings.	
	Grade the shoulders of roadways more gently to provide better visibility to animals on the side of the road.	
	Mow and maintain roadway shoulders to remove animal food sources close to busy roadways.	
	Continue supporting animal awareness art such as the reflective silhouettes along SR-224.	

FOCUS AREA: PARKING

STRATEGY	ACTIONS	TIMEFRAME
4A *Use parking pricing and policy updates to support mode shift goals, reduce vehicle congestion, and prioritize access for residents and high-occupancy travel.*	Partner with resorts to further increase parking pricing and reservation systems as a strategy to reduce single-occupancy vehicle and personal vehicle use.	Near-term
	Integrate capture lots with ski resort transit service.	
	Conduct a city-wide parking study to assess the current parking needs, future needs, shared parking policies, and possible parking lots to eliminate or build in the future.	
	Update the Land Management Code to include parking maximums instead of parking minimums.	
	Develop policies and partnerships with private developments to implement policies that mitigate spillover parking impacts on nearby residents and businesses.	
	Update parking code to prohibit the leasing of parking spaces for uses other than those intended for the development.	
	Provide discounts or permit options for residents and employees to maintain equitable access to important destinations.	
	Eliminate excess surface parking lots in core areas, such as in Old Town, to make room for streetscape elements, active transportation, and transit.	
4B *Continue to implement the bike parking requirements of Ordinance No. 2023-18 for new development.*	Ensure ongoing implementation of the Install A Rack Program for public bike parking.	Ongoing
	Regularly evaluate the bike parking and bike storage requirements of Ordinance No. 2023-18 to ensure they reflect best practices. Identify incentives to bring existing developments into compliance.	

FOCUS AREA: PRESERVE PARK CITY'S SMALL TOWN FEEL

STRATEGY	ACTIONS	TIMEFRAME
5A *Implement Main Street circulation improvements to enhance safety and efficiency in Old Town and support a more walkable, less car-dependent downtown.*	Convert Main Street into a pedestrian and transit-only area during peak seasons and weekends to improve walking and biking access, support events, and enhance transit service.	Medium-term
	Preserve space for transit and emergency vehicle access.	
	Explore conversion to one-way traffic with wider sidewalks, with consideration of transit routes.	
	Work with downtown businesses to ensure sufficient parking and freight access.	
	Enforce e-bike regulations to ensure safety for all users of trails and roadways.	
5B *Continue to expand and implement traffic calming initiatives through the Neighborhoods First Streets Program.*	Use traffic calming measures such as curb extensions, signage, and striping to slow vehicles.	Ongoing
	Reduce street parking where it impairs visibility or crossing safety.	
	Support resident-led proposals for street redesign where appropriate.	
	Adopt design guidelines for traffic calming measures compatible with Park City's Mountain town and neighborhood aesthetics.	
	Combine traffic calming initiatives with pavement maintenance projects, larger capital projects, and bus stop improvements where applicable.	

FOCUS AREA: WALKABLE AND BIKEABLE NEIGHBORHOODS

STRATEGY	ACTIONS	TIMEFRAME
6A *Continue to build out the high-comfort active transportation network by implementing priority segments of the 2024 Bike and Pedestrian Plan.*	Where appropriate, consider reallocating select on-street parking to expand sidewalks or add separated pathways, improving comfort and connectivity for people walking and biking, particularly in areas with disconnected street networks or large-lot developments.	Ongoing
	Support trail and path interconnections to other jurisdictions.	
6B *Support winter access and maintenance to ensure year-round multimodal access.*	Prioritize timely snow removal on all designated walking and biking routes. Ensure snow storage does not obstruct sidewalks, crossings, or bike lanes.	Ongoing
	Update the City's snow removal codes to require sidewalks and trails on private property to be maintained and to prohibit snow storage on areas with public access easements.	
	Explore expanding compact winter maintenance equipment fleet specifically for sidewalks and protected bikeways.	
	Implement a heated sidewalk network in Old Town and at future mobility nodes.	
6C *Improve crossings and reduce barriers to ensure safety and accessibility on key corridors.*	Install pedestrian safety design elements such as high-visibility crosswalks and refuge islands (raised medians for separation of pedestrians from vehicular traffic) at intersections with known crash histories.	Near-term
	Adopt a Vision Zero policy to work towards improving safety across all Park City roadways and improving the appeal of active transportation through infrastructure investment, roadway speed reductions, and other measures.	
	Evaluate additional grade-separated crossings for walking and biking on SR-224 and SR-248.	
	Update the City's Complete Streets Policy.	
	Collaborate with Summit County to expand the bikeshare system.	

FOCUS AREA: SPECIAL EVENTS

STRATEGY	ACTIONS	TIMEFRAME
7A *In preparation for the 2034 Olympic Games, collaborate for transportation infrastructure and operational protocols to support the Games.*	Design flexible systems that serve Olympic needs without overbuilding infrastructure with limited long-term utility, setting Park City up for success in 2034 and beyond.	Near-term
	Evaluate today's opportunities and barriers to providing remote parking, managed access zones, and event-specific transit service.	
	Plan for staging areas, equipment sharing, and limited local road capacity.	

FOCUS AREA: EMERGENCY PLANNING

STRATEGY	ACTIONS	TIMEFRAME
8A *Update evacuation plans and public communication protocols to ensure emergency plans remain current, known to the public, and well-linked to transportation needs.*	Collaborate with the Emergency Management Team to align infrastructure with evacuation needs.	Near-term
	Regularly provide updated digital and printed evacuation route materials.	
	Evaluate the need for additional emergency egress roadways.	
	Assess evacuation route capacity as part of development project reviews.	

COMMUNITY CHARACTER

We value our unique community, quality of life, and authentic character. We support a variety of options that create housing opportunities for all groups within the community. We preserve our historic districts and cultural elements and celebrate the history of Park City.

Departments required for Implementation: Transportation Planning, Planning, Engineering, Economic Development, Information Technology (IT), Public Works, Public Utilities, Special Events, Executive, Emergency Management, Trails and Open Space, Recreation, Building, Water.

Partnerships required for Implementation: UDOT, Summit County, Park City, Neighborhood Residents, Park City Chamber, Park City Museum, Historic Park City Alliance, Resorts, Mountain Trails Foundation, Public Arts Advisory Board, Friends of Ski Mountain Mining History, Park City Mountain and Deer Valley Resort.

FOCUS AREA: SMALL TOWN FEEL

STRATEGY	ACTIONS	TIMEFRAME
1A *Maintain existing road network and prioritize limiting road width expansions for additional travel lanes.*	Align transportation improvements with Node Types Map and work within existing road geometries.	Ongoing
	Explore alternative transportation strategies to manage existing traffic and future volume increases.	

FOCUS AREA: SMALL TOWN FEEL

STRATEGY	ACTIONS	TIMEFRAME
1B *Support and ensure the year-round and long-term resilience of the Park City economy.*	Offer economic incentives and assistance for small and local businesses, including the creation of a revolving loan fund or a local grant program, particularly those that align with the City's community vision and goals.	Ongoing
	Streamline small business applications permits.	
	Work with regional higher education institutions, trade organizations, or non-profit organizations to establish learning opportunities for community members seeking additional skill development.	
	Explore additional tools beyond the existing Vibrant Commercial Storefront ordinance to ensure businesses remain active and open to the public, particularly along Main Street.	
	Explore opportunities to enable the economy to be responsive to broader economic changes, such as business diversification, shop local campaigns, and completing an economic risk assessment.	
1C *Encourage small scale compatible commercial infill.*	Review the City's land use tables to update uses appropriate in each Zoning District and Node Type.	Near-Term
	Support locally-serving commercial uses through initiatives like ground floor activation requirements, reduced parking minimums, and technical assistance such as streamlined permitting.	
	Support public private partnerships for small businesses and locally-serving commercial uses.	
	Explore the use of public infrastructure districts (PID), infrastructure financing districts (IFD), community reinvestment areas (CRA), and other increment financing to support targeted development areas, consistent with the identified nodes in the Node Types Map.	
	Create/support a City economic development program or entity to pursue economic development possibilities that brings together local business associations, provides support to local businesses, and diversifies the local economy.	

FOCUS AREA: SMALL TOWN FEEL

STRATEGY	ACTIONS	TIMEFRAME
1D *Increase Park City's walkability through an improved pedestrian friendly environment.*	Identify gaps in the pedestrian network and work to create a continuous pedestrian system.	Medium-Term
	Create walkable and universally accessible public realms in all new developments and around identified growth nodes, including continuous and ADA compliant sidewalks.	
	Explore potential code amendments to foster live- work opportunities in commercial areas.	
1E *Support the continued success of the multi-seasonal tourism economy while preserving the community character.*	Continue to support the Park City Chamber of Commerce's sustainable tourism plan, including visitor messaging and managing the impacts from tourism.	Ongoing
	Incorporate year-round workforce support programs to help employees in the tourism industry access housing, childcare, and other essential services, ensuring they can build sustainable lives within the community.	
	Allow cutting edge, green technology in appropriate areas to visually represent Park City's commitment to sustainable tourism.	
1F *Prioritize high quality design in new developments and redevelopment that respects the existing scale, style, and massing of buildings.*	Identify the attributes that make Park City unique and protect by incorporating regulations into the current zoning code.	Near-Term
	Define design elements for each neighborhood that reinforce neighborhood identity and sense of place.	

FOCUS AREA: SENSE OF COMMUNITY

STRATEGY	ACTIONS	TIMEFRAME
2A *Protect Park City's character and unique sense of place.*	Encourage the design of new development that is compatible with the scale, aesthetics and materiality of historic structures for Old Town and the character of each individual neighborhood.	Ongoing
	Limit development on agricultural lands to farm buildings, on-site housing, and accessory structures for operational agricultural sites.	
	Incentivize high quality design that respects the existing character and scale of Park City.	
2B *Strengthen existing neighborhoods through context-sensitive design requirements and creation of gathering places.*	Allow for improved connectivity between neighborhood nodes, such as through trails.	Near-Term
	Identify needs for gathering places by conducting a study to see if there are community park deficits within certain neighborhoods and plan for these in conjunction with the nodes identified in the Node Types Map.	
2C *Strive for equity and plan for all groups within the community.*	Continue to support and advance efforts related to community engagement for typically underrepresented demographics, including young people and those community members whose first language is not English.	Ongoing
	Work with other local governments to ensure community needs related to access to healthcare, childcare, multi-modal transportation, food, and other basic services are provided for all community members including underserved groups.	
	Work with community partners to provide information and facilitate conversation around planning topics with the Spanish-speaking community.	
	Study the needs of an aging community to consider opportunities to age in place, like attainable housing options, accessibility & mobility, services near residential areas, and programs to avoid isolation and loneliness.	
	Support community organizations and programs that provide bilingual education and communication opportunities.	

FOCUS AREA: SENSE OF COMMUNITY

STRATEGY	ACTIONS	TIMEFRAME
2D *Provide easy access to trails and recreation opportunities.*	Link mobility and transit improvements with trail and recreation access.	Ongoing
	Incentivize trail corridors and connection to existing trails in new developments or redevelopments.	
	Create a trail access management plan that includes parking and transit solutions at trailheads.	
2E *Continue to support Arts & Culture and incorporate it into the public realm.*	Incentivize public art as part of new developments by requiring art installations for larger developments and mixed-use development in accordance with the city's public arts policy.	Ongoing
	Update existing public art map / brochure with QR codes at art installation locations where more information about the artist and artwork is available.	
	Continue to support local artists and events.	
	Consider other types of summer festivals in partnership with the resorts for vibrancy.	
	Explore updates to the Land Management Code related to maker's spaces and adaptive reuse to ensure they are allowed in context-appropriate locations.	
	Support installation of public art on city owned parcels.	
	Support public art projects, festivals, and events that showcase the work and achievements of local and regional artists and craftsmen.	
	Support live music and other arts and culture events, including concert series, street performances, and festivals in resort areas, business districts and community gathering spaces, including alignment with special event permitting and municipal code regulation.	
	Explore a potential amphitheater or other type of facility for live music events.	

FOCUS AREA: LAND USE AND GROWTH

STRATEGY	ACTIONS	TIMEFRAME
3A *Protect open space, discourage sprawl, and direct growth inward.*	Allow context appropriate infill in existing neighborhoods to discourage sprawl and utilize existing infrastructure.	Ongoing
	Identify local and regional wildlife corridors through designation of open space and/or an overlay zone to ensure safe connections between natural areas for wildlife movement. Include overland wildlife corridors for SR 224, SR 248, and US 40 to accommodate wildlife movement.	
	Update the Sensitive Lands Overlay to ensure consistency with the original Overlay and reflects best practices.	
	Update the Land Management Code to allow for smaller lot sizes and compact development.	
	Study the incorporation of Accessory Apartments in residential neighborhoods where compatible to enable compact and efficient development in areas with existing infrastructure.	
	Continue to review and update the city's code to support the idea of mountain views along key entry corridors.	
	Ensure ecosystems health and wildlife corridors are reflected in zoning.	
	Create additional site planning requirements to site development in a way that preserves vegetation, slopes, landforms, and the like.	
	Evaluate and locate a new light industrial zone, medical cannabis production establishment overlay.	

FOCUS AREA: LAND USE AND GROWTH

STRATEGY	ACTIONS	TIMEFRAME
3B *Create walkable mixed-use nodes that can accommodate new growth, while providing access to services, retail and transportation.*	Incentivize and support residential development in and near Infill Nodes in areas like Quinn's Junction, Resort Center, and Old Town, consistent with the Node Types Map.	Medium-Term
	Incentivize and support small scale commercial development in and near Infill Nodes, consistent with the Future Land Use map (i.e. streamline building application process as one incentive).	
	Plan for future residential development in conjunction with transportation efforts, focusing along key transportation Corridors, consistent with the Node Types Map.	
3C *Evaluate potential station area planning around future BRT stops.*	Analyze the possibility of applying to HRTZ funding if area adjacent to future BRT stops complies with minimum density and affordability requirements defined by state law.	Long-Term
3D *Encourage infill development and enable a variety of housing typologies that provide a diverse mix and respond to the needs of various demographic and socioeconomic groups.*	Update residential and commercial Zoning Districts to allow for small scale residential infill where compatible with existing neighborhood character and scale.	Near-Term
	Allow the creation of Accessory Apartments in residential neighborhoods when compatible with existing character, and located in near proximity of transit, amenities, and services.	
	Explore the use of Design Guidelines to ensure that infill development is compatible with existing neighborhood mass and scale.	
	Foster diversity of jobs to provide greater economic stability and new opportunities for employment in Park City.	
3E *Create a comprehensive plan for City properties and rights-of-ways to evaluate areas that need improvement in preparation of the 2034 Olympics and beyond.*	Analyze availability of public properties and potential for small scale housing that can serve athletes and can then become workforce or seasonal housing.	Near-Term
	Prepare a plan of specific action with deadlines to ensure the community is at its best when hosting the Olympics in 2034 and beyond.	

FOCUS AREA: TECHNOLOGY

STRATEGY	ACTIONS	TIMEFRAME
4A *Support the Integration of Smart City Infrastructure and technology that supports energy efficiency and renewables.*	Develop a Citywide Fiber and Conduit Master Plan to ensure new developments and infrastructure projects incorporate high-speed broadband capacity.	Long-Term
	Promote co-location of small wireless facilities on existing structures and integrate aesthetically into the built environment, reducing the need for future macro towers.	
	Ensure the City's land use regulations accommodate and encourage emerging technologies, including AI systems, small wireless facilities, and smart infrastructure.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5A *Develop a clear understanding of the ski era resources in Park City.*	Conduct a Reconnaissance Level Survey (RLS) by 2026.	Near-Term
	Conduct an Intensive Level Survey (ILS) of key clusters/areas identified during the RLS by 2027.	
	Establish an honorary designation for properties that are identified as contributing to this era of Park City's history.	
5B *Confirm the key resources and sites related to Park City's Olympic host legacy.*	Create a GIS feature layer to document 2002 Olympic host-related sites and their key attributes.	Near-Term
	Create an ArcGIS StoryMap or Web Experience page to provide information regarding Park City's Olympic host-related sites in a user-friendly format.	
5C *Continue to document and monitor Mining Era resources, especially in Park City's residential and business districts, which provide the foundation of Park City's historic resources and character.*	Identify potential Mining Era resources not currently on the Historic Site Inventory and clarify why they are not included (e.g., removal requested, insufficient documentation, etc.)	Ongoing
	Streamline the current Historic Sites inventory into an online, searchable database using GIS or other location-based tools.	
	Update the knowledge of identified Mining Era residences with additional details to further the understanding of their importance and contribution to Park City's history.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5D *Continue to recognize preservation projects, share success stories to inspire future efforts, and provide technical resources to property owners.*	Invest in and expand education, outreach, and recognition efforts.	Ongoing
	Establish an annual event designed to celebrate exemplary preservation efforts, while also providing a regular means to educate and inform property owners about the benefits and opportunities of historic preservation.	
	Showcase the sustainability of historic preservation efforts by documenting and sharing information about the estimated embodied energy, durability of materials, and passive features of structures.	
5E *Provide access to historic preservation best practices, recognizing the range and diversity of Park City's historic resources.*	Provide regular training opportunities for staff and board members to understand and apply best practices to Park's City's regulatory and policy framework for historic resources.	Near-Term
5F *Continue to educate the community and visitors about the history and evolution of Park City.*	Celebrate and highlight Park City's mining, skiing, and 2002 Olympic Host legacies as defining eras for the city's character and history.	Ongoing
	Create an online resource, such as a webpage or ArcGIS StoryMap, to serve as a means for celebrating property owners' ongoing stewardship and preservation of the City's historic resources within the Historic District.	
	Use the online stewardship and preservation resource to provide: - A high-level and user-friendly overview of the purpose of the Historic District Regulations. - An overview of the process for making modifications to their properties. - Potential resources available to support property owners in their preservation efforts.	
	Leverage Park City's 2002 Olympic Host legacy to prepare for and support the 2034 Olympic Games.	
	Collaborate with the resorts and the Park City Museum to create educational and promotional materials for the Ski Resort and Olympic eras.	
	Continue to collaborate with the resorts, Friends of Ski Mountain Mining History, and the Park City Museum to create educational and promotional materials featuring the intersection of Park City's mine sites and resort activities.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5F *Continue to educate the community and visitors about the history and evolution of Park City.*	Collaborate with the Park City Museum to update and develop self-guided walking tour resources, in physical and digital formats. Evaluate developing both streamlined and more detailed versions to appeal to a range of ages and interest levels.	Ongoing
	Continue to celebrate Park City's history through public art and integrate historic information into existing and future educational and informational resources, such as the Park City Public Art StoryMap.	
5G *Collaborate with the Park City Museum, Utah Historical Society, and other partners to help tell the story of less well-known aspects of Park City's history.*	Document and confirm additional details regarding the ethnic groups that have called Park City home, either temporarily or long-term.	Near-Term
	Create a means to highlight and further recognize additional details, such as a plaque, award, or other means of recognition, in addition to existing forms of celebration and recognition.	
	Establish or expand educational materials that focus on Park City's historic and current cultural and ethnic diversity.	
	Develop a guided walking tour focused on highlighting areas historically occupied by ethnic groups, such as Park City's Chinatown.	
	Develop online resources and/or self-guided walking tour resources, such as ArcGIS StoryMaps to provide opportunities for residents and visitors to learn more about the many aspects of Park City's history.	
5H *Continue to support the adaptive re-use of historic buildings through incentives.*	Continue to research, identify, and utilize financial incentives for historic preservation efforts.	Ongoing
	Continue to offer the Historic District matching grant program to offer incentives for preservation, rehabilitation, and renovation of historic landmark sites. Consider having a "focus" for each round of grants to highlight different types of properties and needs.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5I *Establish options to incentivize the preservation of the documented historic resources associated with the ski era.*	Establish financial incentives for qualified resources of the ski industry identified by the Ski Era Intensive Level Survey (ILS).	Long-Term
	The financial incentives for the ski era can be established as a separate grant program or revolving loan fund from the programs supporting Park City's current Historic Sites Inventory, with requirements tailored toward ski era resources.	
	Consider regulatory exceptions for ski era sites, such as setback flexibility or parking exemptions, for property owners that record a façade easement.	
	Consider density bonus incentives if the ski era resource(s) of a site undergoing redevelopment are preserved.	
5J *Continue to foster collaborative efforts to preserve, protect, and promote Park City's historic resources.*	Continue to partner with Friends of Ski Mountain Mining History and the ski resorts on celebrating and highlighting the intersection of Park City's skiing and mining culture.	Ongoing
5K *Proactively work to protect the historic mining sites and structures from both physical and environmental damage.*	Establish an annual (or other regular recurring) wildfire mitigation process, to clear vegetation around/adjacent to historic mining sites.	Near-Term
	Establish strategies to counteract and prevent vandalism of remote mining sites and structures.	
5L *Continue to explore opportunities to integrate historic preservation with other initiatives, such as sustainability, workforce housing, arts/culture, and recreation/trails/open space.*	Integrate affordable and attainable housing with the preservation of historic structures, including the acquisition of additional properties.	Ongoing
	Create an awareness campaign to promote the connections between Historic Preservation and Sustainability.	
	Develop a tracking mechanism for estimating the embodied energy in Park City's existing and historic resources.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5M *Proactively work to protect Old Town's historic resources from wildfire damage.*	Collaborate with Rocky Mountain Power on efforts to underground power lines, establishing a timeline for undergrounding by 2026.	Near-Term
	Prioritize Old Town and the City's historic districts for undergrounding completion.	
5N *Support the integration of small-scale mixed-use components into Park City's older and historic neighborhoods to discourage sprawl and support walkable neighborhoods.*	Review the Land Management Code (LMC) to identify barriers to mixed uses in key historic neighborhoods, including Thaynes, Lower Deer Valley, Masonic Hill, and Park Meadows.	Medium-Term
	Establish parameters for the size, scale, and extent of allowing mixed uses in neighborhoods.	
5O *Continue to regularly assess and evaluate the Regulations for Historic Districts and Historic Sites in the Land Management Code (LMC) for consistency and potential modifications that further preservation efforts while supporting a degree of flexibility.*	Consider requiring more detailed mitigation plans to ensure construction activity does not cause physical damage or disturb the future integrity of nearby Historic Sites.	Ongoing
	Annually evaluate and update, as needed, the LMC to maintain regulatory consistency and to reflect changes and developments in available materials and best practices for sustainability.	
	Evaluate streetscape standards that support walkability efforts and reinforce the historic nature of Park City's older neighborhoods/urban form.	
	Evaluate modifications that may target better infill compatibility for the Historic Districts.	
	Evaluate updates to the LMC to support the preservation and compatible rehabilitation and/or renovation of ski era structures.	
	Evaluate the potential for a Carbon Tax or Land Management Code update to incentivize the reuse and renovation of existing and historic structures rather than demolition.	
	Consider integrating requirements for deconstruction of historic structures to the Application for Demolition and Certificate of Appropriateness for Demolition process.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5P *Periodically review newly constructed infill projects for suitability and compatibility of infill development within the Historic Districts.*	Identify issues that threaten the aesthetic experience of the districts and refine the LMC based on findings. The aesthetic experience shall be measured from the pedestrian experience at the primary street frontage.	Near-Term
	Analyze the influence of site design and architecture as part of the review.	
5Q *Continue to promote and strengthen Main Street as the historic core of Park City.*	Continue the partnerships with the Historic Park City Alliance (HPCA) and the Park City Museum to address the needs and concerns of local business owners.	Ongoing
	Retain a civic presence in the Main Street area.	
	Continue to use Main Street as a key location for events, festivals, and celebrations. Ensure improvements are geared toward supporting these crowds – restrooms, drinking fountains, shade, etc.	
	Develop a grant program tailored for business owners of historic commercial structures.	
	Evaluate and document potential new assets in the Main Street area through a bi-annual Reconnaissance Level Survey (RLS).	
	Retain existing historic assets in the Main Street area using incentives and regulations.	
	Regularly review and update the LMC to: - Ensure vertical zoning is effective for creating and maintaining a vibrant streetscape. - Ensure compatible infill while supporting the use of new materials and construction methods and techniques.	
	Work to re-establish a cultural element in the Main Street area through strategic partnerships.	

FOCUS AREA: HISTORIC PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
5R *Support efforts for a pedestrian-first environment along Main Street and within Old Town.*	Regularly evaluate Land Management Code regulations for residential and commercial parking requirements and identify opportunities to reduce the impacts of parking in Old Town.	Long-Term
	Regularly evaluate the Old Town Residential Parking Permit program to ensure balance between resident, business, and visitor parking.	
	Continue to prioritize people-centric spaces while respecting the cultural heritage of Main Street.	
	Transform surface parking lots into underground parking structures to create opportunities for more open spaces or compatible infill development.	
	Update the Land Management Code to encourage pedestrian-oriented design and to minimize the visual impacts of cars in the Historic Districts.	



MODERATE INCOME HOUSING

We will provide housing options for various groups, including workforce, seniors, and first-time home buyers.

Departments required for Implementation: Housing, Planning.

Partnerships required for Implementation: Mountainlands Community Housing Trust, Park City Chamber, Historic Park City Alliance, Resorts, Major Employers.

FOCUS AREA: VARIETY OF HOUSING OPTIONS

STRATEGY	ACTIONS	TIMEFRAME
1A *Provide a range of housing options at varying price levels that address a tiered approach (affordable, attainable) to provide diverse housing options for all ages and groups of the population.*	Evaluate existing incentives for construction of affordable and attainable housing. Focus on mixed-use node areas as identified in the Node Types Map.	Long-Term
	Incentivize housing developments that provide a housing mix and incorporate senior living housing.	
	Evaluate Accessory Apartment regulations to understand obstacles to development.	
	Evaluate allowing duplexes in single-family neighborhoods in the context of compatibility and factors like proximity to transit and services.	
	Regularly evaluate the Affordable Master Planned Development code to ensure compatible projects and to update to reflect current market conditions.	
	Consider an Accessory Apartment toolkit that establishes pre-approved plans and evaluates the potential for pre-fabrication and a pilot program for installations.	

FOCUS AREA: VARIETY OF HOUSING OPTIONS

STRATEGY	ACTIONS	TIMEFRAME
1A *Provide a range of housing options at varying price levels that address a tiered approach (affordable, attainable) to provide diverse housing options for all ages and groups of the population.*	Create an affordable housing toolkit that aligns development needs with existing scale and character in each neighborhood as shown in the Node Types Map and proposed building typologies.	Long-Term
	Evaluate allowing tiny homes as an appropriate housing typology in the Quinn's Junction Mixed-Use Node, based on compatibility with scale and surrounding land uses.	

FOCUS AREA: WORKFORCE HOUSING

STRATEGY	ACTIONS	TIMEFRAME
2A *Continue to facilitate workforce housing in the City and increase incentives for employment centers to incorporate workforce housing in new developments.*	Implement resident occupied deed restrictions to enable the workforce to live in the community.	Ongoing
	Evaluate the current code regarding parking requirements for workforce housing development that is deed restricted and within a ¼ mile walk of a transit stop that includes a sidewalk / trail to access. Update as needed.	
	Coordinate with regional partners, resorts and major employers to create workforce housing.	
	Expand the City's land banking program to include sites for workforce housing.	
	Regularly review the Land Management Code incentives for affordable housing to make sure they reflect current market conditions.	
	Work with private landowners including resorts, to expand housing stock and typologies.	
	Create land use regulations for seasonal workforce housing typologies like single-room occupancy or dormitory-style projects that reflect best practices, provide quality amenities for tenants, and are compatible in scale, massing, and design.	
	Establish a strategic plan with local governments, businesses, and developers to build local expertise and share the risk and return for housing projects.	
	Establish a strategic plan with local governments, businesses, and developers to build local expertise and share the risk and return for housing projects.	
	Evaluate existing and pipeline developments, water and wastewater infrastructure, and traffic generation to determine where capacity exists for deed restricted infill housing.	



WATER AND OPEN SPACE PRESERVATION

We protect our resources and plan for future generations and climate change. We strive to preserve our open and natural lands and create a green buffer around Park City.

Departments required for Implementation: Water, Sustainability, Planning, Transportation, Engineering, Executive, Trails and Open Space, Building, Environmental Regulatory Affairs.

Partnerships required for Implementation: Property Management Companies, Park City Chamber, Historic Park City Alliance, Summit County, Wasatch County, Summit Lands Conservancy and Utah Open Lands, Homeowner and Master Owner Associations, Property Owners, Business Owners, UDOT, State and Federal Agencies.

FOCUS AREA: WATER PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
1A *Reduce water demand and protect water supply through collaboration, education, and technology.*	Incentivize water efficiency improvements in existing developments, such as offering rebates for turf replacement, smart irrigation controllers, or water audits.	Long-Term
	Encourage remodels and conversions of outdoor spaces to adopt water-efficient landscaping rather than focusing solely on indoor fixtures.	
	Continue updating land use regulations to require or encourage water-wise landscaping, including examples like native plantings and drip irrigation systems.	
	Incentivize water-wise development: Combine ordinances and incentives to encourage better water-wise landscaping and best practices for both existing and new developments.	
	Support water conservation initiatives including pricing tools, leak protection, place-based data measurements, and water-wise policies to conserve existing supply.	

FOCUS AREA: WATER PRESERVATION

STRATEGY	ACTIONS	TIMEFRAME
1A *Reduce water demand and protect water supply through collaboration, education, and technology.*	Evaluate site-level water demand during development approval processes, particularly for outdoor water use, to promote long-term cost efficiency and sustainable design.	Long-Term
	Incorporate water efficiency standards for landscaping that define a maximum water budget for irrigated landscape areas and plant water use categories.	
	Partner with programs like Localscapes and Utah Water Ways to amplify water conservation messaging and adoption of sustainable landscaping practices.	
	Explore tiered water pricing strategies to incentivize efficient use and reduce wasteful consumption.	
	Coordinate with resorts to improve snowmaking efficiency through technology, weather monitoring, water recapture, and optimized schedules.	
	Collaborate with the Utah Division of Water Resources on expanded cloud seeding programs to enhance water supply and snowpack.	
1B *Protect and improve water quality through a holistic and collaborative approach.*	Safeguard water delivery systems from wildfire threats by installing fire-resistant materials, establishing defensible space around key infrastructure, and incorporating green infrastructure and water infiltration practices.	Long-Term
	Monitor and evaluate PFAS levels in groundwater wells and assess feasibility of treatment options; incorporate findings into mitigation planning.	
	Work with ski industry partners to proactively manage and mitigate emerging contaminants, like PFAS, through treatment and dilution strategies.	
	Evaluate risks associated with artificial turf, particularly its contribution to microplastics and PFAS contamination, and consider alternatives that support water efficiency and public health.	
1C *Continue to maintain water infrastructure in a state of good repair.*	Develop and implement a 20-year asset management plan to anticipate needs and budget for aging infrastructure improvements.	Ongoing
	Identify water infrastructure investments that align with 2034 Winter Olympic Games planning, leveraging opportunities to secure external funding or partnerships.	
	Coordinate with other departments to align water infrastructure upgrades with roadway, trail, or other capital projects.	

FOCUS AREA: OPEN SPACE CONSERVATION

STRATEGY	ACTIONS	TIMEFRAME
2A *Protect and enhance natural environments for current and future generations through managing use, preventing degradation of environments, maintaining or improving ecological functions and biodiversity, and protecting existing natural areas from development.*	Continue to support policies that protect, rehabilitate, and maintain wetlands, riparian zones, and other natural areas to enhance their ability to filter pollutants, provide habitat for wildlife, and store water.	Long-Term
	Create and adopt a natural resource management plan for public open space to balance human use with ecosystem health and protection of biodiversity. Natural resource plans should address best practices for urban environments including, but not limited to, erosion and invasive species.	
	Develop additional carbon sequestration projects, such as open space conservation, carbon-sequestering vegetation growth, and biochar application (i.e., soil amendments using processed plant matter that is carbon rich produced from biomass sources such as wood chips, plant residues and agricultural waste products).	
2B *Continue conservation efforts to increase the land preserved as open space.*	Utilize the 2025 Park City General Plan's conservation analysis layer to create a matrix to prioritize open space acquisitions based on existing environmental conditions and community values, including ecosystem health, sensitive lands, wildlife corridors, viewsheds, and recreation.	Ongoing
	Continue to use restrictive covenants such as deed restrictions and conservation easements to protect and expand open space values.	
	Continue to allocate annual dedicated public funds to ongoing open space acquisitions to maintain key ecological resources, wildlife habitats, and/or migration corridors.	
	Evaluate increased opportunities for preservation of open space through comprehensive updates to the Transfer of Development Rights (TDR) sending zones and identify appropriate areas for increased density within receiving zones.	
	Establish land stewardship education and incentive programs for private landowners with property dedicated as open space.	

FOCUS AREA: OPEN SPACE CONSERVATION		
STRATEGY	**ACTIONS**	**TIMEFRAME**
2C *Support efforts that maintain, add, and/or enhance natural features within urbanized areas of Park City to reduce heat island effect and improve access to green space for residents and visitors.*	*Complete and implement a Forestry Plan to develop, maintain, and protect the city's tree canopy.*	Medium-Term
	Evaluate areas outside of the Sensitive Lands Overlay to determine whether additional land use regulations are needed to protect the City's natural resources. Additional regulations could include: *- Setbacks from water resources such as streams and wetlands based on best practices (e.g., 50 – 500 ft.) and an evaluation of the water resource.* *- Compatible uses that do not impact flooding or water quality in areas adjacent to streams and wetlands.* *- Steep slope management during development that prevents adverse effects (e.g., erosion). Consider establishing a Steep Slope Conditional Use Permit for construction on lots with slopes of 30% or greater for properties that are outside of the Historic Districts.*	
	Update land use regulations related to impermeable surface area of lots to ensure proper drainage, hydrology, and mitigation of heat island effect.	
	Encourage improvements to stream corridors, such as stream restoration, streambank stabilization and/or restoration of riparian buffer areas, to enhance a range of benefits such as, but not limited to: wildlife corridor and breeding and foraging habitat improvements, water quality improvements, reduction of heat island effect, a more resilient flood zone, and a reduction in peak flow that reduces infrastructure erosion and flooding potential.	
	Encourage local agriculture through adoption of standards for community gardens and support structures within neighborhoods and public common areas. See Healthy Food Policy Project – Zoning for Urban Agriculture.	

FOCUS AREA: SENSITIVE LANDS		
STRATEGY	**ACTIONS**	**TIMEFRAME**
3A *Support the maintenance and preservation of sensitive lands, including wildlife corridors.*	Update the boundary and regulations of the Sensitive Land Overlay of the Land Management Code to reflect best practices for ridgeline protection, mitigation on steep slopes, wetland and stream setbacks, and wildlife corridors and habitat.	Medium-Term
	Utilize findings of the Park City Natural Resource Inventory study to identify sensitive lands to be protected within the Sensitive Lands Overlay.	
	Identify local and regional wildlife corridors with a protected area designation, establish buffer zones around these habitats to minimize human impact and maintain natural landscapes, and implement land-use planning and zoning regulations that prioritize the preservation and connectivity of these corridors. Reevaluate local wildlife corridors approximately every 10 years unless major changes in vegetation are present which may necessitate more frequent evaluation.	
	Within Master Planned Developments, encourage development practices that minimize habitat fragmentation and maintain ecological connectivity (without increasing wildfire risk), such as cluster lot design tactics, wildlife friendly fencing, reduction of fish barriers, and contiguous open space requirements.	
	Develop overland wildlife corridors for SR-224, SR-248, and US 40 to accommodate wildlife movement. Evaluate transportation improvement projects for potential conflicts with wildlife movements.	
	Identify opportunities to reduce fish barriers, which are obstacles that impede the ability of fish to travel where necessary to complete their life cycles, and improve stream corridors during infrastructure upgrades and new development.	

FOCUS AREA: SENSITIVE LANDS

STRATEGY	ACTIONS	TIMEFRAME
3B *Collaborate with surrounding local governments, conservation organizations, and community members to ensure that sensitive land considerations are integrated into regional planning efforts.*	Collaborate with Summit County, the Wasatch Front, and Wasatch Back communities to identify and protect regional wildlife corridors and sensitive lands (e.g., collaborate with the Utah Geospatial Resource Center).	Long-Term
	Collect and share data for the systems that have influences beyond municipal borders, including: ecosystems, waterways, wildlife corridors, air quality, shared view corridors, open space, and scenic roadways (e.g., collaborate with Utah Department of Natural Resources). Incorporate findings into regional planning strategies.	
	Update the City's Annexation Policy Plan to expand the green buffer that surrounds the City and ensures that City-owned open space can be brought into the City boundary.	
3C *Continue to promote human health in areas affected by historic mining through comprehensive restoration programs.*	Continue to maintain environmental programs that embrace the City's responsibilities to protect public health and environment as set forth in the Park City's Soils Ordinance.	Ongoing
	Continue efforts to mitigate and restore contaminated soils to reduce the city's liability and demonstrate compliance with federal regulations.	
	Investigate value and feasibility of designating portions of contaminated soils as Brownfield District to potentially receive redevelopment planning assistance and EPA Brownfields Grants for future redevelopment efforts. See Brownfields Program - Utah Department of Environmental Quality.	

SUSTAINABILITY

We value our natural environment and preserve and protect natural areas.

Departments required for Implementation: Sustainability, Planning, Transportation, Trails and Open Space, Building, Environmental Regulatory Affairs, Emergency Management.

Partnerships required for Implementation: Property Management Companies, Resorts, Hotels, Major Employers, Park City Chamber, Historic Park City Alliance, Summit County, Homeowner and Master Owner Associations, Property Owners, State and Federal Agencies, Recycle Utah.

FOCUS AREA: ENVIRONMENTAL LEADERSHIP

STRATEGY	ACTIONS	TIMEFRAME
1A *Develop Sustainability Education and Campaign to increase awareness of existing opportunities related to energy efficiency, renewable generation, indoor air quality, and electrification measures.*	Advance education and partnership efforts that mitigate waste generation and GHG emissions, including second homes and nightly rentals.	Medium-Term
	Collaborate interdepartmentally to create and share resources for best practices in sustainable community development.	
	Use influence through the Olympics and Paralympics Games event period to showcase Park City's climate innovations. Message to organizing committee stakeholders how to support impactful decarbonization efforts and waste reduction strategies.	
1B *Develop sustainability programs to meet Park City's sustainability goals of full carbon neutrality by 2030 and 80 percent GHG reduction by 2050.*	Partner with organizations to provide energy reduction advisory services for residents and businesses.	Near-Term
	Partner with utilities and the state to offer building operator training on energy management for larger businesses.	
	Examine and utilize innovating green financing mechanisms to fund zero emissions infrastructure, and grant assistance for residents and businesses to reduce their energy use and GHG emissions.	

FOCUS AREA: ENVIRONMENTAL LEADERSHIP

STRATEGY	ACTIONS	TIMEFRAME
1C *Develop a Climate Action and Resilience Plan and implement actions to further establish climate action efforts and environmental stewardship.*	Develop a tracking mechanism for goals, objectives, and strategies related to sustainability and resilience to record and communicate progress.	Near-Term
	Join efforts with other local communities such as Moab, as established in their Climate Action Plan, to advocate for higher-performance building code requirements statewide.	
	Create a climate action awareness campaign to promote interdisciplinary sustainability-oriented habits that serve overall community resilience.	
	Improve and foster communication and education with residents and commercial property owners to promote sound environmental management practices and compliance requirements.	
	Engage in interdepartmental and interjurisdictional collaboration to create educational campaigns aiming to protect and improve ecosystems in Park City and the surrounding region.	
	Encourage City employees to keep current on training and best practices related to their functions within the City's environmental responsibilities, such as supporting involvement with industry groups.	
	Work with community partners and conservation groups, such as the Green Business Program, to increase the effectiveness of the City's practices supporting its mission of environmental stewardship. Ensure that public participation continues to be integral to the City's environmental best practices.	
1D *Coordinate with community groups, businesses, and resorts to establish and implement environmental standards and practices that promote sustainable tourism.*	Collaborate with local resorts to introduce grooming vehicles and other machinery associated with recreational opportunities with reduced carbon emissions. See precedent example: Avoriaz/Morzine, France.	Medium-Term
	Consult with resorts and other businesses to assess existing energy performance and emissions related to on-site buildings and operations. Work to plan for energy upgrades and community-scale efficiency and resiliency interventions.	
	Introduce a program, similar to the CopenPay Pilot Program, that incentivizes visitors to engage in activities and volunteer opportunities that encourage sustainable tourism habits.	
	Evaluate retroactive compliance requirements for outdoor lighting to protect the night sky.	
	Continue to support Park City Chamber's Sustainable Tourism Plan for tourism reimagined, where a commitment to long-term sustainability balances the environment, economy, quality of life and visitor experience, including exploration of local carbon offsets for increased visitor stays.	

FOCUS AREA: ENVIRONMENTAL LEADERSHIP

STRATEGY	ACTIONS	TIMEFRAME
1E *Continue to promote soil health through comprehensive soil remediation actions and monitoring programs.*	Continue long-term monitoring programs to track soil health and ensure the effectiveness of remediation efforts.	Ongoing
	Explore the value and feasibility of using phytoremediation tactics, which involves planting hyperaccumulator species that can absorb heavy metals and other pollutants from the soil, helping to clean and restore the soil over time.	
	For areas not intended for redevelopment, advance planning efforts to recontour and revegetate contaminated soils to promote natural drainage patterns, stabilize the soil, and prevent erosion.	
	Evaluate a potential grant program for soil remediation or a program to educate property owners about soil remediation grant opportunities.	
1F *Maintain an overarching consideration of fair and positive conditions through the implementation of all recommendations that tie to the community's values.*	Create a policy that ensures positive quality of life and outcomes for all residents, with reference to existing and future policies that are associated with clean energy and energy efficiency, clean transportation, remediation and reduction of pollution, clean water and wastewater infrastructure, and conservation of natural resources.	Long-Term

FOCUS AREA: WILDFIRES

STRATEGY	ACTIONS	TIMEFRAME
2A *Collaborate interdepartmentally to implement actions, protocols, and policies present in the most recent wildfire hazard plans, such as the 2023 Community Wildfire Risk Assessment.*	Develop and implement community-wide wildfire awareness education and outreach campaigns.	Near-Term
	Maintain current pre-attack, evacuation, and community wildfire preparedness plans.	
	Engage in fuel treatments by reducing the quantity of flammable materials in and around Park City, particularly reducing fuels in the understory on the slopes and following FireWise principles around buildings. Utilize best practices in smoke and carbon emissions reduction for pile burning for on-site biochar production.	

FOCUS AREA: WILDFIRES

STRATEGY	ACTIONS	TIMEFRAME
2A *Collaborate interdepartmentally to implement actions, protocols, and policies present in the most recent wildfire hazard plans, such as the 2023 Community Wildfire Risk Assessment.*	Strengthen community and landowner relations, enabling cross-boundary collaboration and increasing the likelihood of developing partnerships to receive funding from wildfire protection grants.	Near-Term
	Use the results from current resources on Wildfire risk to prioritize fuel treatment areas. (Examples include: Park City Wildfire Risk Assessment portal (Community Wildfire Risk Assessment | Engage Park City) and the Park City Community Wildfire Preparedness Plan Risk Assessment Reports. Develop and engage quantitative risk assessment analyses to model wildfire risk levels if gaps in the available risk assessments are identified.	
	Monitor the success of completed fuel treatments in locations outside Park City. Use available mapping solutions in support of awareness and planned activities (e.g., utilize resources such as https://www.esri.com/en-us/disaster-response/disasters/wildfires).	
	Integrate wildfire mitigation techniques like Defense Zones into the cities' landscaping standards.	
	Update building design and material standards to increase wildfire resiliency.	
2B *Develop programmatic approaches to assess wildfire risk on a more individualized basis and thoughtfully target spot mitigation improvements.*	Establish a Fire Property Assessment Program to allow property owners to understand their individualized risks and receive unique mitigation action guidance. Utilize the most up to date resources from local, state, and federal sources.	Near-Term
	Provide resources to encourage creating defensible space for wildfire protection. Example from Summit County, Colorado.	
	Offer a grant program (Truckee, California) to incentivize public-private partnerships in developing wildfire-resilient projects and improvements such as fire detection equipment, fuel reduction activities, and emergency signage additions.	

FOCUS AREA: WASTE REDUCTION

STRATEGY	ACTIONS	TIMEFRAME
3A *Establish waste reduction and diversion actions.*	Require waste reduction in construction mitigation plans through strategies such as minimizing the amount of materials where possible and waste diversion through material reuse, sorting, and recycling procedures.	Medium-Term
	Continue work with Historic Park City Alliance and expand coordination to other businesses to implement waste streams and propose an approach to zero waste.	
	Refocus outreach to restaurants and bars and expand availability of glass drop-offs to increase glass diversion.	
	Adopt resolution and code to require all businesses to register with an authorized hauler, with haulers required to disclose annual waste hauled, including materials diverted from landfill and ultimate hauling destinations.	
	Continue to support community organizations working on zero waste programs.	
	Restrict the types of materials used for to-go containers, such as Styrofoam and single use plastics.	
	Facilitate waste reduction and improved landfill diversion programs in coordination with businesses.	
	Refocus outreach to restaurants and bars and expand availability of glass drop-offs to increase glass diversion.	
	Conduct regular waste characterization studies to evaluate conditions not captured in the existing study.	
	As required by the Olympics International Organizing Committee, develop a municipal environmental purchasing policy for goods, services, and associated supply chains. See also: City of Moab Sustainability Action Plan.	

FOCUS AREA: ENERGY EFFICIENCY

STRATEGY	ACTIONS	TIMEFRAME
4A *Prioritize policies that support next steps in achieving energy use reduction, adoption of renewable electricity, and future carbon neutrality.*	Adopt a Zero Emissions Stretch Code that is integrated with ASHRAE 90.1 standard and International Energy Conservation Code best practices to promote greater energy efficiency and emission reduction than the base energy code.	Medium-Term
	Following Resolution 32-2018, which established Park City's goal of reaching 100% renewable electricity by 2030, continue to prioritize coordination with utility providers to support next steps allowable by the Community Renewable Energy Act.	
	Adopt requirements for new development to be oriented for passive and/or renewable energy.	
	Adopt requirements for new developments to be oriented for passive solar design, which involves strategically orienting buildings and using materials that naturally collect, store, and distribute solar energy.	
	Develop a GHG emissions inventory and tracking system to monitor energy use of different building types and any potential Olympic venues.	
	Incorporate environmental considerations as an integral part of reviewing future development and redevelopment projects. Develop policies that require contributions to locally offset the proportion of GHG emissions associated with the development's use.	
	Following Resolution 32-2018, which established Park City's goal of reaching 100% renewable electricity by 2030, continue to prioritize coordination with utility providers to support next steps allowable by the Community Renewable Energy Act.	
	Explore opportunities for Thermal Energy Networks utilization for snowmelt and heating and cooling buildings.	
	Ensure water heaters inspected adhere to ULN standard for Utah.	
	Integrate energy considerations and water conservation in the "Good Cause" review standards for plat amendments that accommodate a larger residence.	
	Partner with organizations to offer free residential energy advisory services.	
	Evaluate the feasibility of community-scale programs such as rooftop solar bulk buy or heat pumps and weatherization offers.	
	Develop a commercial energy benchmarking ordinance and program, similar to Aspen's Building IQ.	
	Review the Land Management Code for opportunities to encourage building and site improvements that support the city's climate goals.	

FOCUS AREA: ENERGY EFFICIENCY

STRATEGY	ACTIONS	TIMEFRAME
4B *Explore modifications to transportation policies that incentivize or require more efficient operations.*	Develop an electric vehicle transition plan for transit vehicles to support the transition to a no- and low-energy bus fleet.	Medium-Term
	Develop a municipal fleet electrification plan.	
	Create incentives for the installation of electric vehicle charging stations in existing developments.	
	Create a sustainable freight management plan that details potential delivery hubs to reduce vehicle miles traveled by freight vehicles and associated carbon emissions within Park City.	

Planning Commission
Staff Report

Subject: **1485 Empire Avenue, Unit 512**
Application: **PL-25-06579**
Author: **Virgil Lund, Planner II**
Date: **August 13, 2025**
Type of Item: **Condominium Plat Amendment**

Recommendation

(I) Review the Silver King Unit 512 Amended Condominium Plat adding 259 square feet of private area, (II) conduct a public hearing, and (III) consider approving the Condominium Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Rick Stratton Applicant Representative: Alliance Engineering
Location:	1485 Empire Avenue, Unit 512
Zoning District:	Recreation Commercial
Adjacent Land Uses:	Multi-Family Residential, Park City Mountain Parking Lots
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

LMC	Land Management Code
RC	Recreation Commercial

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

Summary

The Silver King Condominiums is a 66-unit condominium project in the Recreation Commercial (RC) Zoning District. The Units range in size from 608 to 2,443 square feet. Unit 512 is a one-level Unit with a 259-square-foot loft. The loft is part of the original construction of Unit 512 but was never included on the recorded plat. The Applicant proposes the Plat Amendment to reflect the existing conditions of Unit 512. The loft level will add 259 square feet of private area to Unit 512 for a total of 867 square feet of private area.

[1] LMC § 15-1-8.



Figure 1: Silver King Condos Highlighted in Green

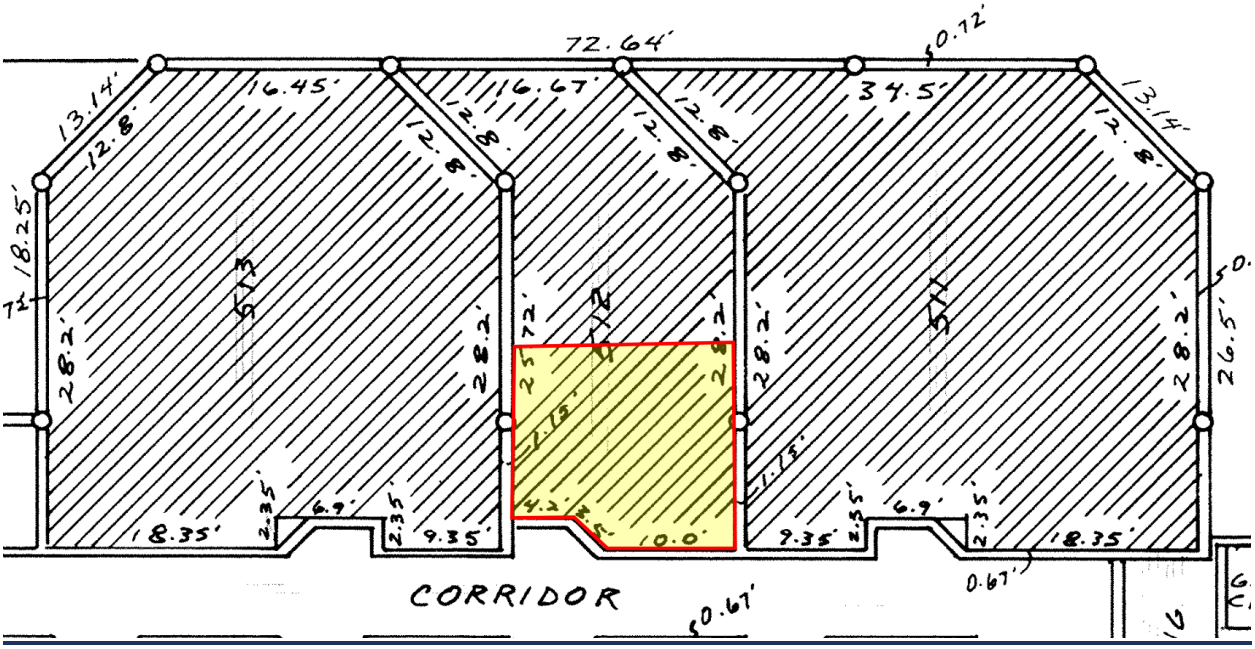


Figure 2: Platted One-Story Unit 512 With Vaulted Ceilings and Upper-Story Loft Area Highlighted in Yellow by Staff

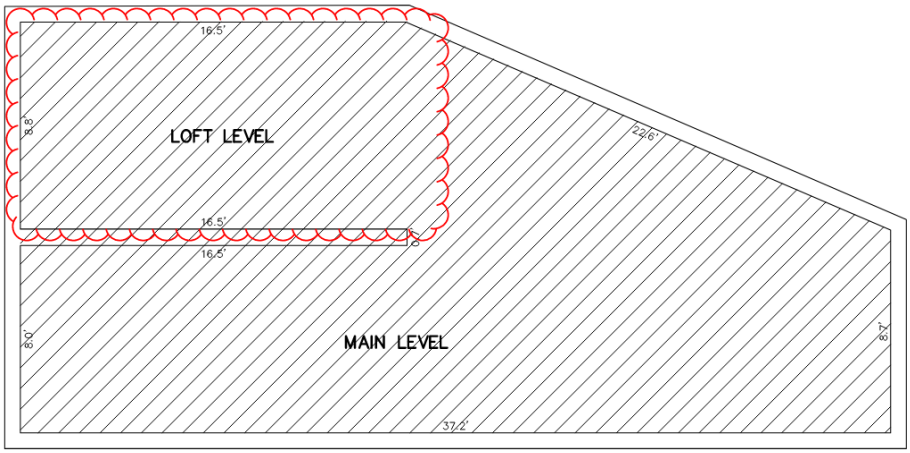


Figure 3: Proposed Plat Section with Existing Loft Level Clouded in Red by Staff

Background

On September 23, 1981, the Planning Commission approved a Conditional Use Permit for the Silver King Condominiums (Exhibit D).

The Silver King Condominium Plat was recorded with Summit County on April 15, 1983 (Recorder Entry No. 204662). The First Supplemental Condominium Plat was recorded April 15, 1988, and added 16 units to the expandable area to the north of the condominium building (Recorder Entry No. 289073). This expandable condominium area was recorded but has not been constructed. The expanded area exists as a parking lot (See Figure 4 below).



Figure 4: Expandable Condominium Building Recorded Shown in Green, With Existing Conditions Shown

The First Amended Silver King Condominium Plat was recorded January 16, 2001, and added one residential Unit to the Silver King Condominiums (Recorder Entry No. 580451).

Utah State Code Chapter 57-8 requires a 2/3rd Homeowners Association (HOA) vote to amend a condominium plat. On June 13, 2025, 66.72% of the Silver King HOA voted to approve the proposed Plat Amendment (Exhibit B, HOA Vote).

Analysis

(I) The proposed Plat Amendment complies with the Recreation Commercial Zoning District requirements.

Development in the RC Zoning District must meet the Lot and Site requirements in LMC § 15-2.16-3.

Requirement	Analysis of Proposal
Setbacks: Front- 20 Feet Rear- 15 Feet Side- 12 Feet	The LMC in effect at the time of approval (1983) required a Side and Rear Setback of 10 feet and a Front Setback of 20 feet. The existing Structure is 10.2 feet and 23.2 feet from the east and west Side Lot Lines. The Structure is

	15.8 feet from the Rear Lot Line and 26.4 feet from the Front Lot Line. The proposed private area addition is within the existing loft area of Unit 512 and is within the existing Building Footprint.
Maximum Building Height: No Structure shall be erected to a height greater than 35 feet from Existing Grade.	**Complies:** The proposed private area addition is within Unit 512 and does not increase the Building Height of the Structure. The height of the Structure is approximately 35 feet.

(II) The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.

LMC § 15-3-6(A) states Condominiums less than 1,000 square feet require one Parking Space. Unit 512 is proposed to expand from 608 square feet to 867 square feet. One Parking Space is required for Unit 512. The Applicant has one assigned Parking Space for Unit 512 in the underground parking garage.

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

Changes to platted elements including private area additions within a condominium require a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

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

There is Good Cause for this Plat Amendment because the amendment does not require any exterior expansion or external changes to the existing Unit. The proposed addition of private area does not increase the parking requirements, and the proposed Plat Amendment corrects existing non-conformities with the plat and reflects as-built conditions. No Public Street, Right-of-Way, or easement will be vacated or amended.

(IV) The Development Review Committee reviewed the proposal on July 15, 2025 and confirmed the proposal conforms to their requirements.[2]

[2] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Enbridge Gas, the Park City Fire

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

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 30, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The *Park Record* published courtesy notice on July 30, 2025.[3]

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

Alternatives
The Planning Commission may:

- Approve the Plat Amendment for a 259-square-foot private area addition to Unit 512.
- Deny the Plat Amendment 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
    Attachment 1: Proposed Plat
B: HOA Vote and Voting Percentages
C: Applicant's Photo Exhibit
D: Silver King Conditional Use Approval
E: Existing Silver King Condominiums Plat

District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[3] LMC § 15-1-21

Planning Department

August 13, 2025

Alliance Engineering
1485 Empire Avenue Unit 512
Silver King Condominiums

CC: Rick Stratton

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	1485 Empire Avenue, Unit 512
Zoning District:	Recreation Commercial
Application:	Condominium Plat Amendment
Project Number:	PL-25-06579
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes to amend the Silver King Condominiums Plat to add 259 square feet of private area to Unit 512.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the Silver King Unit 512 Amended Condominium Plat according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Silver King Condominiums is a 66-unit condominium project in the Recreation Commercial (RC) Zoning District.
2. The Units range in size from 608 to 2,443 square feet. Unit 512 is a one-level Unit with a 259-square-foot loft.
3. The loft is part of the original construction of Unit 512 but was never included on the recorded plat. The Applicant proposes the Plat Amendment to reflect the existing conditions of Unit 512. The loft level will add 259 square feet of private area to Unit 512 for a total of 867 square feet of private area.

4. On September 23, 1981, the Planning Commission approved a Conditional Use Permit for the Silver King Condominiums.
5. The Silver King Condominium Plat was recorded with Summit County on April 15, 1983 (Recorder Entry No. 204662). The First Supplemental Condominium Plat was recorded April 15, 1988, and added 16 units to the expandable area to the north of the condominium building (Recorder Entry No. 289073). This expandable condominium area was recorded but has not been constructed. The expanded area exists as a parking lot.
6. The First Amended Silver King Condominium Plat was recorded January 16, 2001, and added one residential Unit to the Silver King Condominiums (Recorder Entry No. 580451).
7. Utah State Code Chapter 57-8 requires a 2/3rd Homeowners Association (HOA) vote to amend a condominium plat. On June 13, 2025, 66.72% of the Silver King HOA voted to approve the proposed Plat Amendment.
8. The proposed Plat Amendment complies with the Recreation Commercial Zoning District requirements.
    a. Development in the RC Zoning District must meet the Lot and Site requirements in LMC § 15-2.16-3.
    b. The LMC in effect at the time of approval (1983) required a Side and Rear Setback of 10 feet and a Front Setback of 20 feet.
    c. The existing Structure is 10.2 feet and 23.2 feet from the east and west Side Lot Lines. The Structure is 15.8 feet from the Rear Lot Line and 26.4 feet from the Front Lot Line.
    d. The proposed private area addition is within the existing loft area of Unit 512 and is within the existing Building Footprint.
    e. No Structure shall be erected to a height greater than 35 feet from Existing Grade.
        i. The proposed private area addition is within Unit 512 and does not increase the Building Height of the Structure. The height of the Structure is approximately 35 feet.
9. The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.
    a. LMC § 15-3-6(A) states Condominiums less than 1,000 square feet require one Parking Space. Unit 512 is proposed to expand from 608 square feet to 867 square feet. One Parking Space is required for Unit 512. The Applicant has one assigned Parking Space for Unit 512 in the underground parking garage.

10. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment.
    a. Changes to platted elements including private area additions within a condominium require a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.
    b. LMC § 15-15-1 defines Good Cause as “providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”
        i. There is Good Cause for this Plat Amendment because the amendment does not require any exterior expansion or external changes to the existing Unit. The proposed addition of private area does not increase the parking requirements, and the proposed Plat Amendment corrects existing non-conformities with the plat and reflects as-built conditions. No Public Street, Right-of-Way, or easement will be vacated or amended.
11. The Development Review Committee reviewed the proposal on July 16, 2025 and confirmed the proposal conforms to their requirements.
12. Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on July 30, 2025.
13. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The Park Record published courtesy notice on July 30, 2025.

Conclusions of Law

1. There is Good Cause for this Plat Amendment
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, Chapter 15-3 Off-Street Parking, and Chapter 15-2.16 Recreation Commercial District.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Planning Department

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended Declaration of Condominium of The Silver King Condominiums prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

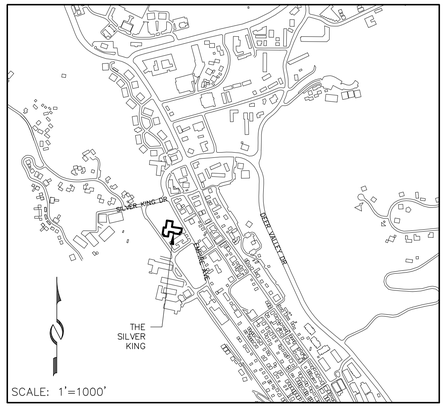
If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email virgil.lund@parkcity.gov.

Sincerely,

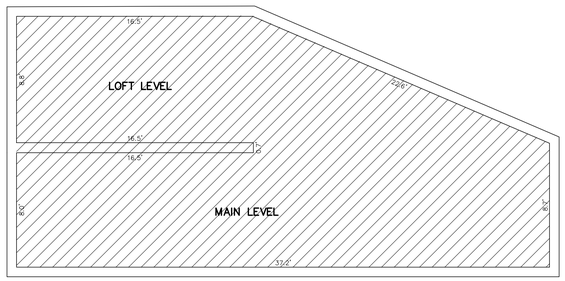
Christin Van Dine
Planning Commission Chair

CC: Virgil Lund

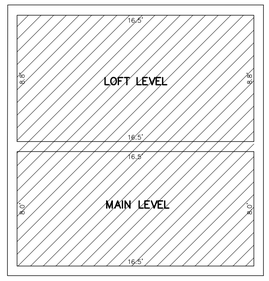
Attachment 1: Proposed Plat



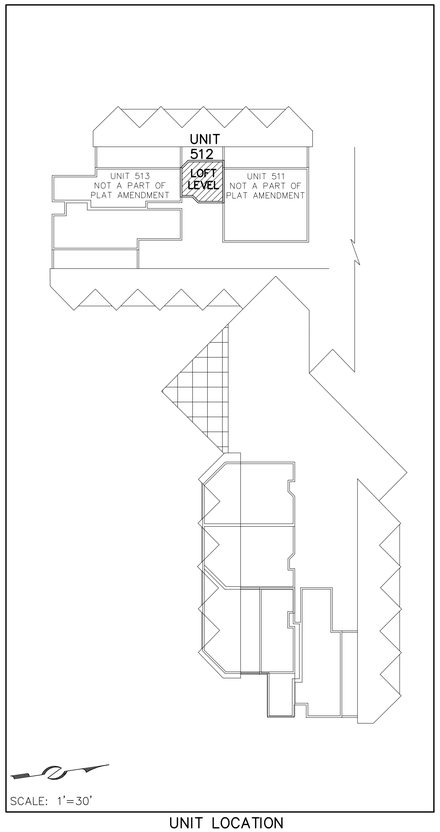
VICINITY MAP



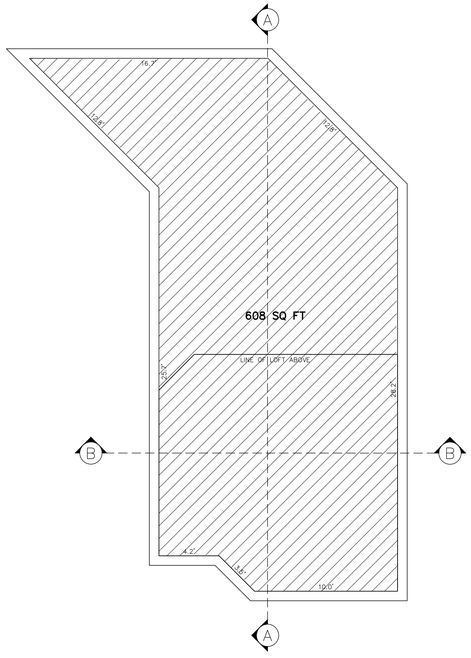
SECTION A–A



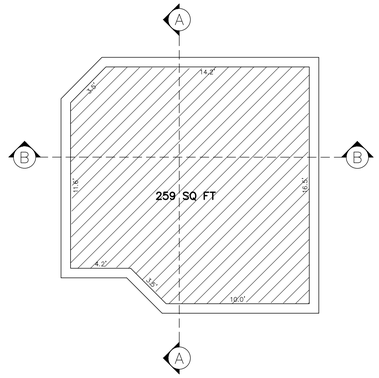
SECTION B–B



UNIT LOCATION



MAIN LEVEL



LOFT LEVEL

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have verified all measurements. I do further certify that by authority of the owners, I have prepared this condominium plat amendment of the property described hereon, hereafter to be known as THE SILVER KING UNIT 512 AMENDED.

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

LEGAL DESCRIPTION

Unit No. 512, The Silver King, a Utah condominium project, together with its appurtenant undivided ownership interest in the common areas and facilities of the project, as the same are identified and established in the Record of Survey map recorded April 15, 1983, as Entry No. 204662, and in the declaration of covenants, conditions and restrictions and by-laws of The Silver King as Entry No. 204663 in Book 257 at Page 575, the first amendment to condominium declaration for The Silver King recorded March 29, 1984, as Entry No. 218637, in Book 295, at Page 207, the first supplemental record of map recorded April 15, 1988, as Entry No. 289073, and the first amendment to condominium declaration for The Silver King recorded April 15, 1988, as Entry No. 289074, in Book 474, at Page 122, of Official Records, and amendment to condominium declaration recorded March 5, 1991, as Entry No. 337282, in Book 598, at Page 80 of the Official Records in the office of the Summit County Recorder.

OWNER'S CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that, Rick Stratton, hereby certify that they have caused this plat amendment to be made, to be hereafter known as THE SILVER KING UNIT 512 AMENDED.

In witness whereof, the undersigned set his hand

this _____ day of _____, 2025.

By:_____
Rick Stratton

ACKNOWLEDGMENT

State of Utah)
: ss.
County of Summit)

On this _____ day of _____, 2025, Rick Stratton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is an owner of Unit 512, and that said document was signed by him, and he acknowledged to me that he executed THE SILVER KING UNIT 512 AMENDED.

_____
A Notary Public commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires:_____

Commission No: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of The Silver King Homeowners' Association, having complied with the requirements of both Statues and the Recorded Declaration hereby consents to the recording of this Condominium Plat Amendment.

Name: _____

Title: _____

Signature: _____

ACKNOWLEDGMENT

State of Utah)
: ss.
County of Summit)

On this _____ day of _____, 2025, personally appeared before me, the undersigned Notary Public, in and for said County and State, _____, being duly sworn, acknowledged to me that he is the president of The Silver King Homeowners' Association, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at the Silver King Condominium Project acting as a group (under the name of The Silver King Homeowners' Association) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for The Silver King Condominium Project.

_____
A Notary Public Commissioned in _____

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No.: _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated _____, and on file with the Planning Department (PL-25-_____).
2. The dimensions of the private spaces and square footage calculations are based on field measurements and the existing plat. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act. Such calculations may differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
3. The address of this unit is 1485 Empire Avenue #512.
4. All conditions of approval of The Silver King, a Utah Condominium Project, recorded April 15, 1983, as Entry No. 204662 shall continue to apply and remain in full force and effect.

THE SILVER KING
UNIT 512 AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9 AND NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

UNIT 512	SQUARE FEET
MAIN LEVEL	608
LOFT LEVEL	259
TOTAL	867

LEGEND

PRIVATE OWNERSHIP

COMMON OWNERSHIP

5' 0 5' 10'
1"=5'

SHEET 1 OF 1

6/16/25 JOB NO.: 6-12-24 FILE: X\ParkCityMtnResort\dwg\srv\plat2024\061224.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2025

BY _____

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2025

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2025

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, 2025

BY _____
PARK CITY ATTORNEY

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____, 2025

BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

The Silver King, a Utah Condominium Project

Confirmation of Homeowners' Association Vote of Approval

for Amending Unit 512

June 13, 2025

The Silver King, a Utah Condominium Project was recorded April 15, 1983 as Entry No. 204662 in the Summit County Recorder's Office.

This letter is to certify that the members of The Silver King Condominium Homeowners' Association have voted to approve the condominium plat amendment for Unit 512 of The Silver King, depicting a loft that was part of the original construction of Unit 512, but not shown on the original plat.

There are **66** units in The Silver King Condominiums. Of the **66** units, **43** units voted to approve the condominium amendment. **23** units either did not vote, or voted against the amendment.

66.716% of members voted to approve the amendment for Unit 512.

The Silver King Condominiums Homeowners' Association

By: _____

Printed Name: Monica Gonzalez

Title: Attorney

Notary Public _____

Commissioned In: Utah

Residing In: Salt Lake County

My commission expires: 12/26/2028

CADE WRIGHT WHITNEY
Notary Public - State of Utah
Commission Number: 740794
My Commission Expires on
December 26, 2028

EXHIBIT "C"

Units and Amended Allocated Percentage

UNIT	SQUARE FOOTAGE	PERCENTAGE INTEREST
201	887	1.392
202	887	1.392
203	1,231	1.932
204	887	1.392
205	887	1.392
206	582	0.913
214	887	1.392
215	870	1.365
216	583	0.915
217	600	0.941
218	870	1.365
219	870	1.365
220	1,246	1.955
301	887	1.392
302	887	1.392
303	1,249	1.960
304	870	1.365
305	870	1.365
306	1,249	1.960
307	569	0.893
308	569	0.893
309	569	0.893
310	1,157	1.814
311	1,248	1.958
312	569	0.893
313	1,157	1.815
314	887	1.392
315	870	1.365
316	584	0.916
317	585	0.918
318	870	1.365
319	870	1.365
320	1,248	1.958
401	886	1.390
402	887	1.392
403	1,223	1.919
404	870	1.365
405	870	1.365
406	1,230	1.930

407	569	0.893
408	569	0.893
409	584	0.916
410	1,180	1.852
411	1,238	1.943
412	569	0.893
413	1,153	1.809
414	854	1.340
415	854	1.340
416	584	0.916
417	584	0.916
418	887	1.392
419	887	1.392
420	2,383	3.739
501	903	1.417
502	887	1.392
503	2,010	3.154
504	870	1.365
505	870	1.365
506	1,939	3.043
507	569	0.893
508	569	0.893
509	569	0.893
510	1,961	3.077
511	2,247	3.526
512	585	0.918
513	1,839	2.886
TOTAL	63,730	100.00



435-649-9467

ALLIANCE ENGINEERING

CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS

P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

STAFF:
MARSHALL KING
MEGAN BLOSSER
CHANCE POULOS

DATE: 02/05/25

AERIAL EXHIBIT
1485 EMPIRE AVENUE
THE SILVER KING UNIT 512

FOR: RICK STRATTON
JOB NO.: 6-12-24
FILE: X:\ParkCityMtnResort\dwg\PlatExhibits\2024\silver king unit 512 - aerial exhibit.dwg

SHEET 1 **OF** 1



Silver King Unit 512 – Looking east



Silver King Unit 512 – Looking southeasterly

Motion

Mr. Davidson moved that The Cornice Hotel project be tabled until more information can be provided.

Bill Mammen seconded the motion and it passed unanimously.

NEW BUSINESS

Silver King Inn

Mr. Hooper presented the next agenda item which was a decision regarding conditional use approval for 83 residential units proposed for Empire Avenue in the RC zone. The development consists of 25 two-bedroom units, 40 one-bedroom units and 18 studio units. The plan has an underground transportation circulation system with access off of Empire Avenue.

Mr. Hooper showed the commissioners a diagram showing the project's relationship to Shadow Ridge. The open space has been calculated to 63% on the site. Mr. Davidson questioned the open space. He said that from the drawings it does not appear to be actually 63%. Mr. Hooper stated that they had followed the ordinance exactly in calculating the space.

This project had been before the Board of Adjustment prior to the Planning Commission on an issue of going to the property line on underground parking. Mr. Davidson asked why.

Director Ligety answered that this had been discussed before. It was decided that it would be better for the commission to see a total package.

Mr. Watts felt as Mr. Davidson did that by going to the Board of Adjustment some of the commission's decisions were being made for them. He would like clarification on this issue.

Mr. Vance explained the reasoning for going to Board of Adjustment. This particular project came before the board because the developer wanted to wrap all of the loose ends up before presenting it to the commission. At that time, Mr. Vance indicated to the members of the board that setbacks were sacred and that nothing above ground or below should be allowed in the setback unless there were extremely extinuating circumstances. A legal opinion is needed as to whether this is true or not.

Mr. Watts felt that this was an issue that the Board of Adjustment did not have purview to deal with.

Motion

Mr. Vance moved that the Planning Commission give conditional use approval to the Silver King Inn as recommended by the staff subject to normal departmental review.

Mr. Watts seconded the motion and the motion passed with Mr. Coleman abstaining from the voting.

Mt. Air Mall

Mr. Niall Olsen presented the proposed overall signage plan for Mt. Air Mall building located at 1600 Park Avenue in the GC zone. The majority of the signage falls within the frontage protection zone for U-224. The plan incorporates existing signage with provision for future tenant display space. Total signage proposed is well below the 15% maximum surface area of a given facade. Mr. Olsen recommends approval with the following conditions:

1. Two type of signage be allowed:

   a) Carved wood signs
   b) Four-inch high vinyl letters on the inside of a glass window.

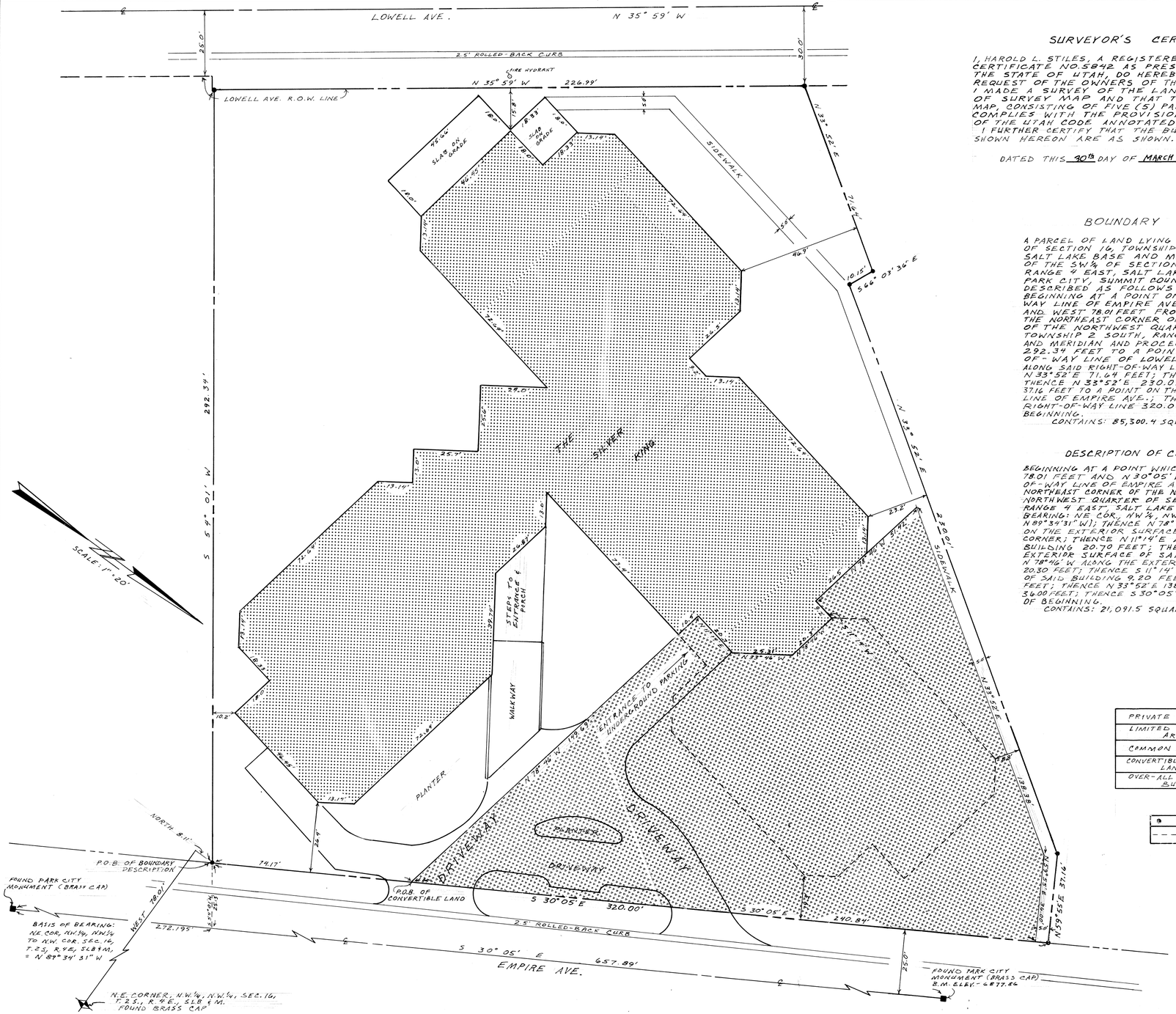
2. Each sign is required to be first approved by the building owner and then be approved by the Park City Planning Department.

3. Sign backgroun to be grey and white to match color scheme of building.

The commissioners questioned the use of the vinyl letters on the windows. Mr. Olsen said that these would be used only on the upstairs' windows and would be applied to the inside of the window.

Mr. Olsen said also that the size of the proposed signs would be 3 x 6 feet. The commissioners expressed surprise as the size and felt that if each business were allowed to have a sign it would be too much for the building. Mr. Olsen reiterated that this is within the 15% allowed by code. Director Ligety said that this property is within the frontage proection zone so the commissioners do have the discretion to do as they feel best.

The applicant told the Planning Commission that he would be willing to eliminate some of the signs facing Park Avenue.



SURVEYOR'S CERTIFICATE

I, HAROLD L. STILES, A REGISTERED LAND SURVEYOR HOLDING CERTIFICATE NO. 5842 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT AT THE REQUEST OF THE OWNERS OF THE LAND DESCRIBED HEREIN I MADE A SURVEY OF THE LAND SHOWN ON THIS RECORD OF SURVEY MAP AND THAT THIS RECORD OF SURVEY MAP, CONSISTING OF FIVE (5) PAGES, IS ACCURATE AND COMPLIES WITH THE PROVISIONS OF SECTION 57-8-13 (1) OF THE UTAH CODE ANNOTATED, AS AMENDED TO DATE. I FURTHER CERTIFY THAT THE BUILDING SPECIFICATIONS SHOWN HEREON ARE AS SHOWN.

DATED THIS 30th DAY OF MARCH 1983.

Harold L. Stiles
HAROLD L. STILES, L.S.

REGISTERED LAND SURVEYOR No. 5842 HAROLD L. STILES STATE OF UTAH

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE NW¼ OF THE NW¼ OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND IN THE SW¼ OF THE SW¼ OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN IN PARK CITY, SUMMIT COUNTY, UTAH, BEING FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EMPIRE AVE. WHICH IS NORTH 8.11 FEET AND WEST 78.01 FEET FROM A BRASS CAP MARKING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND PROCEEDING THENCE S 59°01' W 292.34 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF LOWELL AVE; THENCE N 35° 59' W ALONG SAID RIGHT-OF-WAY LINE 226.99 FEET; THENCE N 33° 52' E 71.64 FEET; THENCE S 66° 03' 36" E 10.15 FEET; THENCE N 33° 52' E 230.01 FEET; THENCE N 59° 55' E 37.16 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF EMPIRE AVE.; THENCE S 30° 05' E ALONG SAID RIGHT-OF-WAY LINE 320.00 FEET TO THE POINT OF BEGINNING.
CONTAINS: 85,300.4 SQUARE FEET OR 1.9582 ACRES

DESCRIPTION OF CONVERTIBLE LAND

BEGINNING AT A POINT WHICH IS NORTH 8.11 FEET AND WEST 78.01 FEET AND N 30° 05' W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF EMPIRE AVE. 74.17 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: N.E. COR., NW¼, NW¼, SEC. 16 TO N.W. COR., SEC. 16 = N 89° 34' 31" W); THENCE N 78° 46' W 149.09 FEET TO A POINT ON THE EXTERIOR SURFACE OF AN INTERIOR BUILDING CORNER; THENCE N 11° 14' E ALONG THE EXTERIOR OF SAID BUILDING 20.79 FEET; THENCE N 33° 46' W ALONG THE EXTERIOR SURFACE OF SAID BUILDING 25.31 FEET; THENCE N 78° 46' W ALONG THE EXTERIOR SURFACE OF SAID BUILDING 20.50 FEET; THENCE S 11° 14' W ALONG THE EXTERIOR SURFACE OF SAID BUILDING 9.20 FEET; THENCE N 78° 46' W 51.42 FEET; THENCE N 33° 52' E 138.38 FEET; THENCE N 59° 55' E 36.00 FEET; THENCE S 30° 05' E 240.84 FEET TO THE POINT OF BEGINNING.
CONTAINS: 21,091.5 SQUARE FEET OR 0.4842 ACRES

PRIVATE AREA	
LIMITED COMMON AREA	
COMMON AREA	
CONVERTIBLE LAND	
OVER-ALL EXISTING BUILDING	

● SET IRON PIN
- - - FOOT PRINT OF PROPOSED BUILDING

OWNER'S CERTIFICATE, CONSENT TO RECORD AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT SILVER KING JOINT VENTURE, A UTAH JOINT VENTURE, BY AND THROUGH ITS VENTURERS FIRST WESTERN SERVICE CORP., A UTAH CORPORATION, AND SILVER KING MANAGEMENT, A UTAH PARTNERSHIP WHOSE SOLE GENERAL PARTNERS ARE SKYCLIFF CORP., A UTAH CORPORATION, AND SILVERPARK DEVELOPMENT CO., A UTAH CORPORATION, DOES HEREBY CERTIFY THAT IT IS THE SOLE OWNER OF FEE SIMPLE TITLE TO THE LAND DESCRIBED IN THIS RECORD OF SURVEY MAP AND THAT IT HAS CAUSED A SURVEY OF SAID LAND TO BE MADE AND THIS RECORD OF SURVEY MAP, CONSISTING OF FIVE (5) PAGES, TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION HEREOF WITH THE INTENTION THAT UPON SUCH RECORDATION THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT SHALL APPLY TO THE PROPERTY DESCRIBED HEREIN AND DOES ALSO HEREBY DEDICATE THE NON-EXCLUSIVE UTILITY EASEMENTS SHOWN HEREIN TO THE USE OF THE PUBLIC.
DATED THIS 31st DAY OF March, 1983.

SILVER KING JOINT VENTURE

BY FIRST WESTERN SERVICE CORP.
BY Christopher J. Summers
ITS President

BY SILVER KING MANAGEMENT, A UTAH PARTNERSHIP
BY SKYCLIFF CORP., GENERAL PARTNER
BY _____
ITS Vice President

BY SILVERPARK DEVELOPMENT CO., GENERAL PARTNER
BY Richard T. Sommers
ITS President

ACKNOWLEDGEMENTS

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

ON THIS 25 DAY OF March, 1983, PERSONALLY APPEARED BEFORE ME, Christopher J. Summers WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE President OF FIRST WESTERN SERVICE CORPORATION, A VENTURER IN SILVER KING JOINT VENTURE, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID Christopher J. Summers DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SUCH VENTURER OF SILVER KING JOINT VENTURE.

MY COMMISSION EXPIRES: 4-18-86
NOTARY PUBLIC
RESIDING AT SLC Co. Ut.
6024 So. 2200 West

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

ON THIS 29th DAY OF March, 1983, PERSONALLY APPEARED BEFORE ME, Richard T. Sommers WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE Vice President OF SKYCLIFF CORPORATION, A GENERAL PARTNER OF SILVER KING MANAGEMENT, A UTAH PARTNERSHIP AND VENTURER IN SILVER KING JOINT VENTURE, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID JOINT VENTURE BY THE CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID Richard T. Sommers DULY ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SUCH GENERAL PARTNER AND VENTURER AND THAT SAID PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES: February 5, 1987
NOTARY PUBLIC
RESIDING AT Midvale, Utah

STATE OF UTAH)
: ss
COUNTY OF Salt Lake)

ON THIS 30th DAY OF March, 1983, PERSONALLY APPEARED BEFORE ME, Richard T. Sommers, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE President OF SILVERPARK DEVELOPMENT CO., A GENERAL PARTNER OF SILVER KING MANAGEMENT, A UTAH PARTNERSHIP AND VENTURER IN SILVER KING JOINT VENTURE, THE PARTNERSHIP THAT EXECUTED THE WITHIN INSTRUMENT, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID Richard T. Sommers DULY ACKNOWLEGED TO ME THAT SAID CORPORATION EXECUTED THE SAME AS SUCH GENERAL PARTNER, AND THAT SAID PARTNERSHIP EXECUTED THE SAME.

MY COMMISSION EXPIRES: February 5, 1987
NOTARY PUBLIC
RESIDING AT Midvale, Utah

RECORD OF SURVEY MAP OF

THE SILVER KING

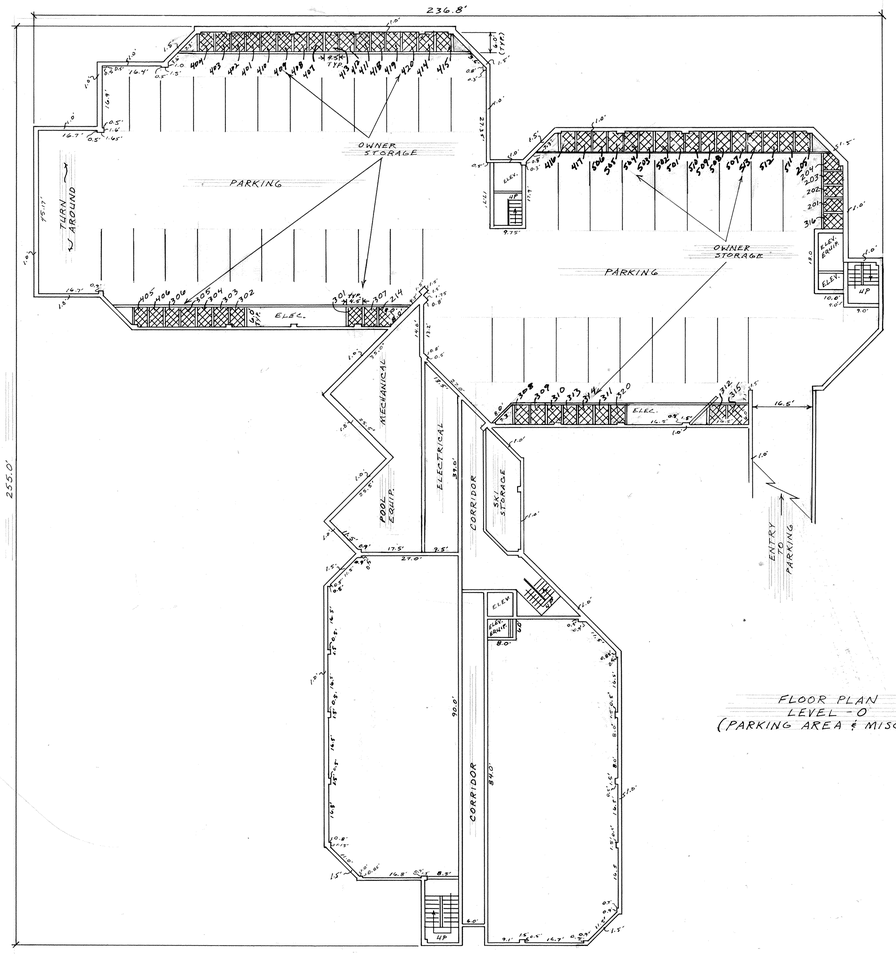
A UTAH CONDOMINIUM PROJECT

Located in the S.W. 1/4 of the S.W. 1/4 of Section 9 and the N.W. 1/4 of the N.W. 1/4 of Section 16, T. 2S., R. 4E., Salt Lake Base and Meridian

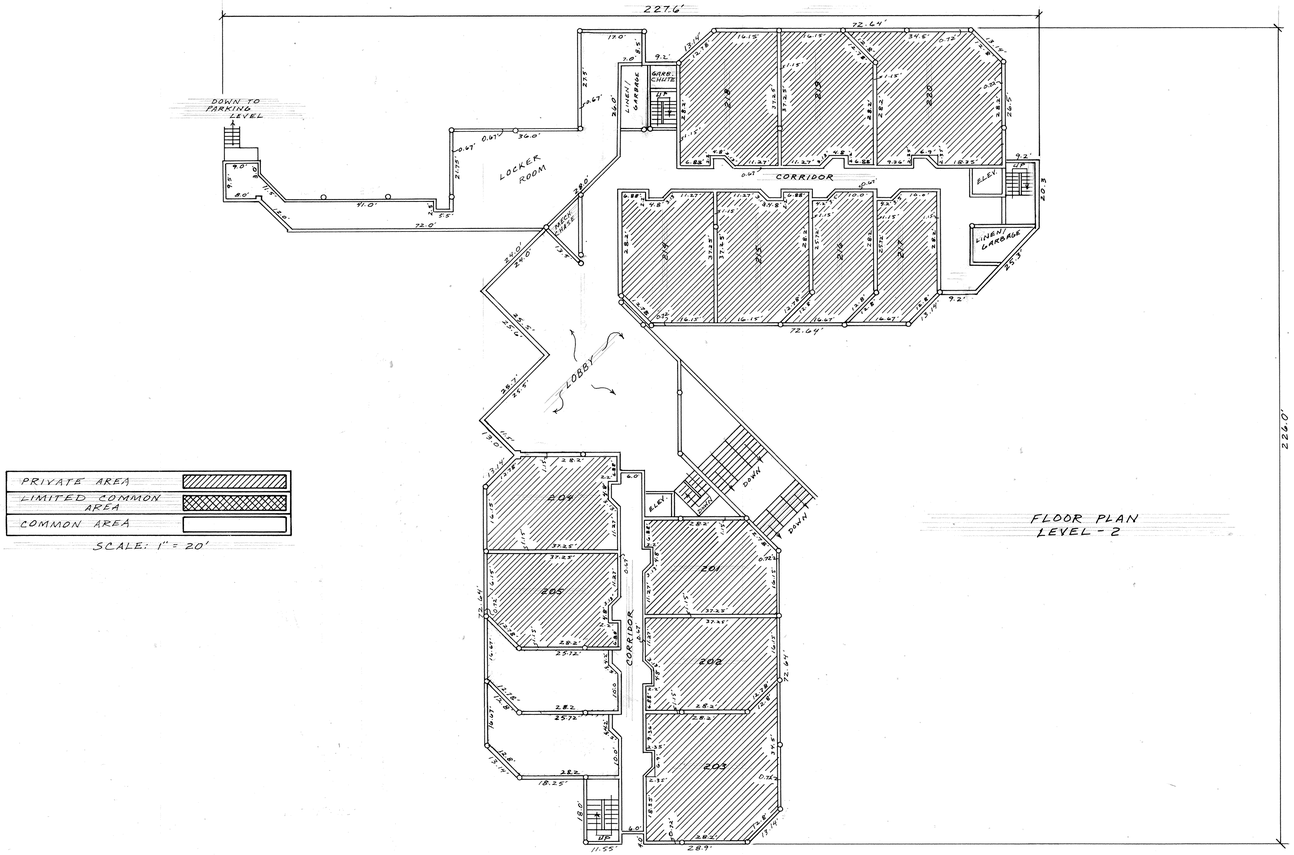
REVISED: 03/08/83 CAR/ file

CITY ENGINEER	CITY PLANNING COMMISSION	CITY COUNCIL	APPROVAL AS TO FORM	RECORDED
APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS FIRST DAY OF APRIL A.D. 1983	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 4th DAY OF April A.D. 1983	PRESENTED TO THE PARK CITY COUNCIL THIS 7 DAY OF April A.D. 1983 AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.	APPROVED AS TO FORM ON THIS 7 DAY OF April A.D. 1983	NO. 204662 recorded: 4-15-83 STATE OF Utah at: 3:30 COUNTY OF Summit RECORDED AND FILED AT THE REQUEST OF Summit County Title $82.50 FEES
Eric W. DeHaan, P.E. CITY ENGINEER	H. Gregory Lawrence CHAIRMAN	Thomas E. Clyde, city recorder CITY CLERK Tom O. Freeman MAYOR	Thomas E. Clyde CITY ATTORNEY	Alan Ingram COUNTY RECORDER

DEVELOPMENT COALITION SERVICES
283 VILLAGE RIM AT PARK WEST VILLAGE
PARK CITY, UTAH 84060 (801) 649-8667



FLOOR PLAN
LEVEL - 0
(PARKING AREA & MISC. ROOMS)



FLOOR PLAN
LEVEL - 2

PRIVATE AREA
LIMITED COMMON AREA
COMMON AREA

SCALE: 1" = 20'

THE SILVER KING

A UTAH CONDOMINIUM PROJECT

RECORDED

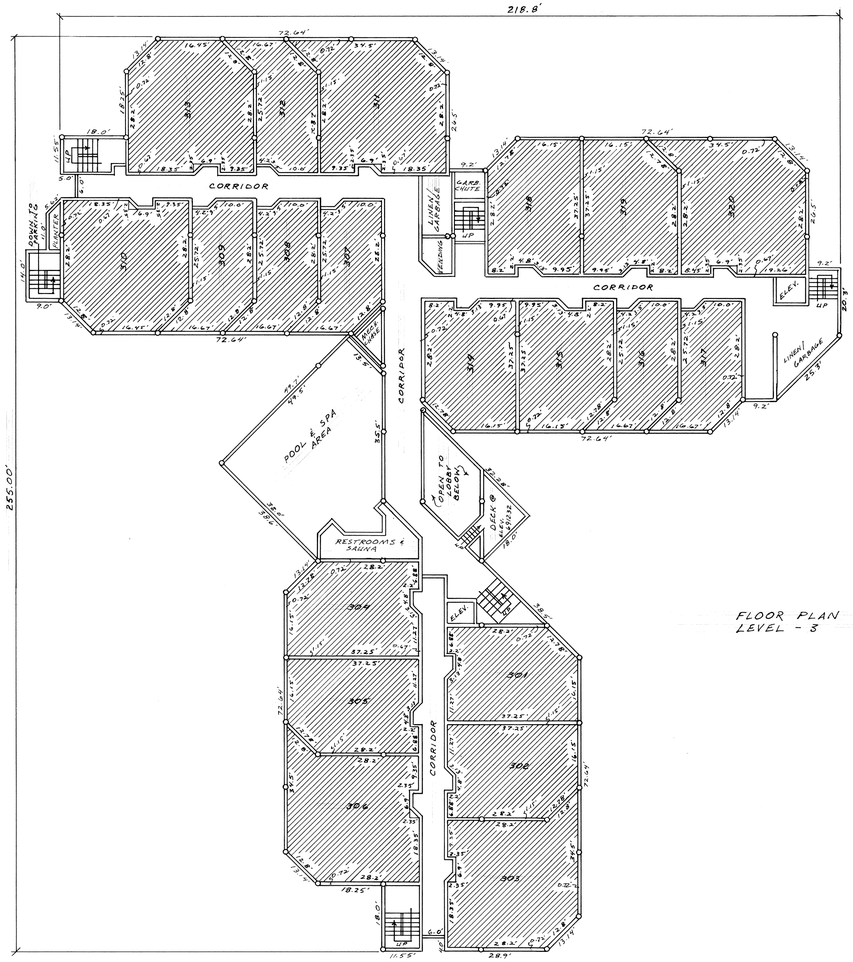
NO. 204662 recorded: 4-15-83
STATE OF Utah at: 3:30
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Summit County Title

$ 82.50 FEES.

Alan Spriggs
COUNTY RECORDER

Joann E. Clyde

DEVELOPMENT COALITION SERVICES
283 VILLAGE RIM
AT PARK WEST VILLAGE
PARK CITY, UTAH 84060
(801) 649-8667


218.8'
255.00'
CORRIDOR
POOL & SPA AREA
RESTROOMS & SAUNA
OPEN TO LOBBY BELOW
CORRIDOR
CORRIDOR
LINEN / GARBAGE
GARB. CHUTE
UP
DOWN
ELEC.
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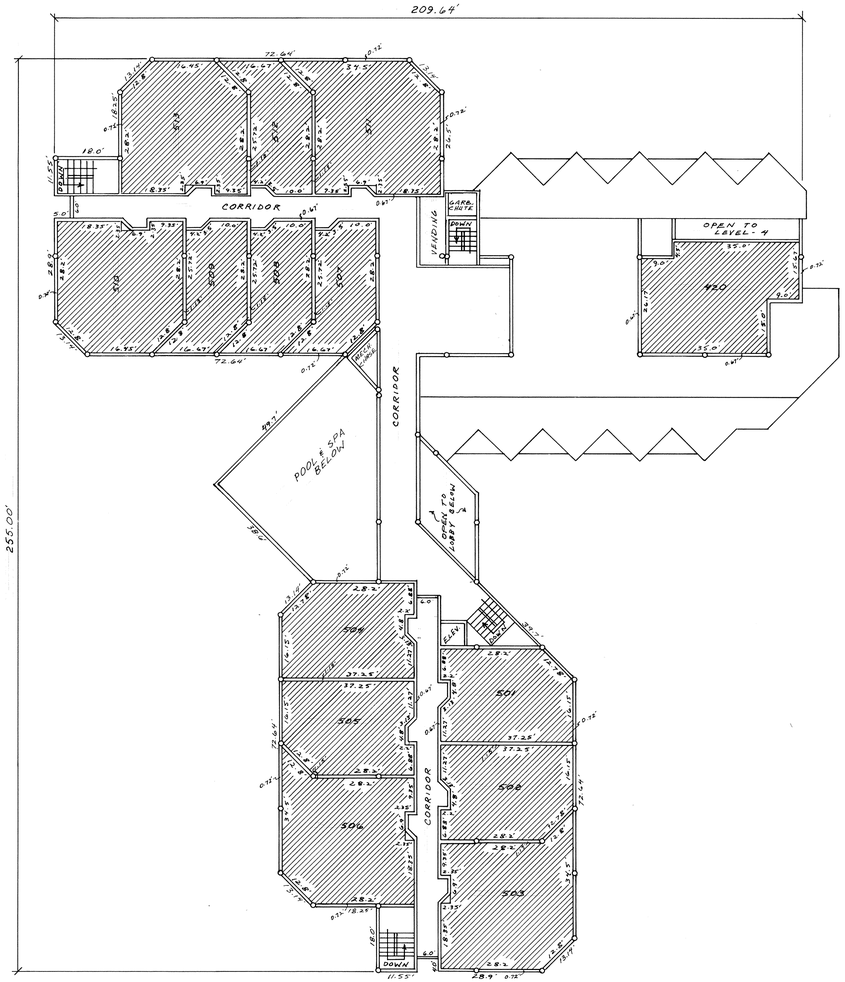
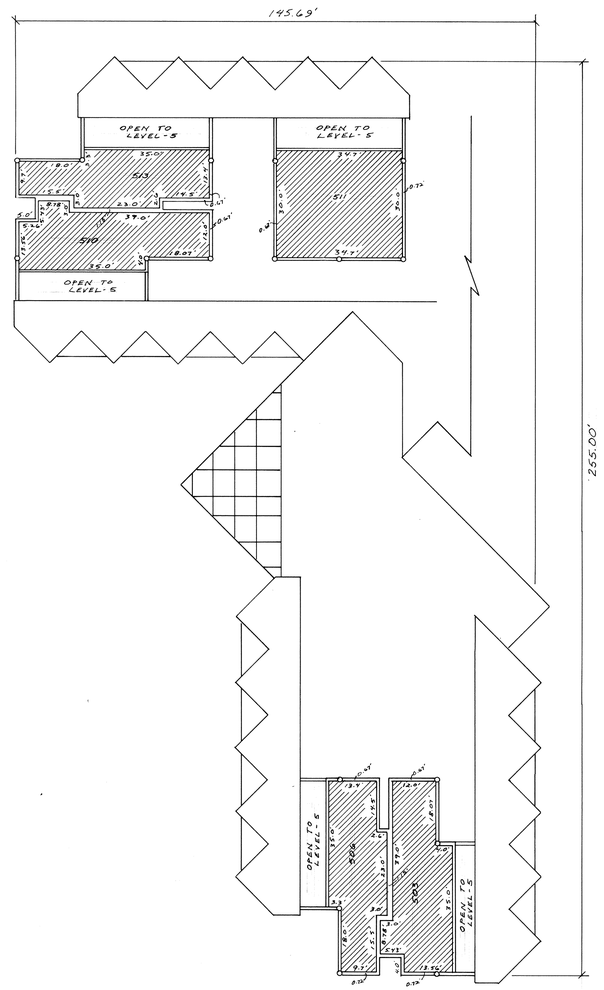


FLOOR PLAN
LEVEL - 5

PRIVATE AREA	
LIMITED COMMON AREA	
COMMON AREA	

SCALE: 1" = 20'



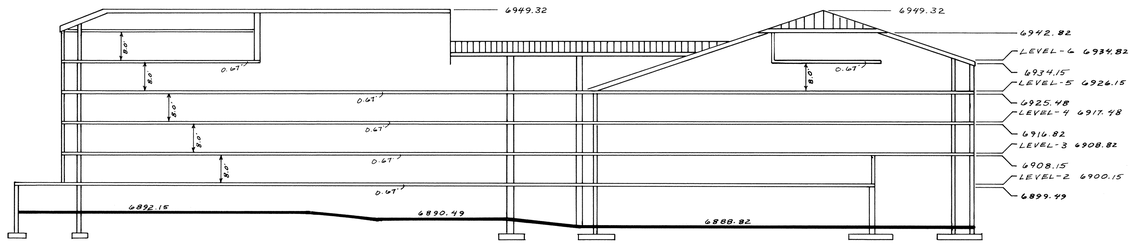
FLOOR PLAN
LEVEL - 6

THE SILVER KING

A UTAH CONDOMINIUM PROJECT

RECORDED
NO 204652 Recorded: 4-15-93
STATE OF Utah at: 3:30
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Summit Co. Title
$82.50 Alan Spriggs
FEES COUNTY RECORDER
Donna E Cole

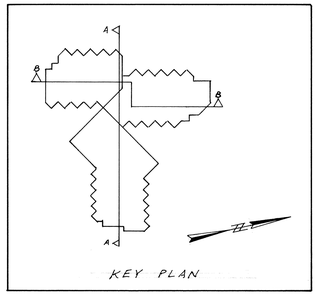
DEVELOPMENT COALITION SERVICES
283 VILLAGE RIM PARK CITY, UTAH 84060
AT PARK WEST VILLAGE (801) 649-8667



NORTH ELEVATION
SECTION A-A

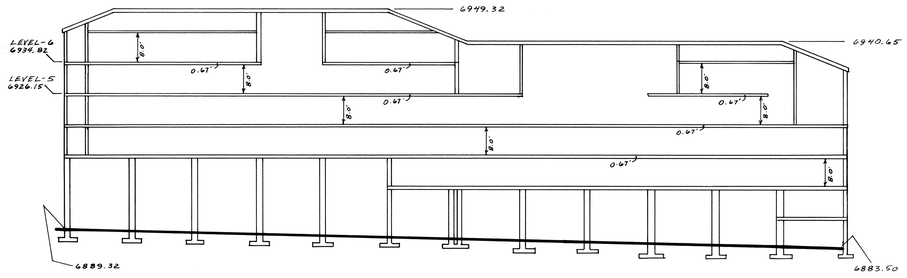
VERTICAL CONTROL

BENCHMARK ON PARK CITY MONUMENT (BRASS CAP) ON EMPIRE AVE. NORTH OF PROJECT. ELEVATION = 6877.86



KEY PLAN

SCALE: 1" = 20'



EAST ELEVATION
SECTION B-B

THE SILVER KING

A UTAH CONDOMINIUM PROJECT

FLOOR AREA (SQUARE FEET)

UNIT	PRIVATE AREA (LEVELS 2-6) LEVEL 2	3	4	5	6	TOTAL PRIVATE PER UNIT	% OF OVERALL PRIVATE	LIMITED COMMON AREA (LEVEL-0)
201	884.2					884.2	1.370	24.0
202	884.2					884.2	1.370	24.0
203	1,268.9					1,268.9	1.966	24.0
204	884.2					884.2	1.330	24.0
205	884.2					884.2	1.330	24.0
———	———					———	———	———
———	———					———	———	———
214	884.2					884.2	1.330	30.0
215	884.2					884.2	1.330	
216	607.5					607.5	0.941	
217	607.5					607.5	0.941	
218	884.2					884.2	1.330	
219	884.2					884.2	1.330	
220	1,268.9					1,268.9	1.966	
301		884.2				884.2	1.330	24.0
302		884.2				884.2	1.330	24.0
303		1,268.9				1,268.9	1.966	24.0
304		884.2				884.2	1.330	24.0
305		884.2				884.2	1.330	24.0
306		1,268.9				1,268.9	1.966	24.0
307		607.5				607.5	0.941	24.0
308		607.5				607.5	0.941	24.0
309		607.5				607.5	0.941	24.0
310		1,189.0				1,189.0	1.843	24.0
311		1,268.9				1,268.9	1.966	24.0
312		607.5				607.5	0.941	24.0
313		1,189.0				1,189.0	1.843	24.0
314		884.2				884.2	1.330	24.0
315		884.2				884.2	1.330	24.0
316		607.5				607.5	0.941	24.0
317		607.5				607.5	0.941	
318		884.2				884.2	1.330	
319		884.2				884.2	1.330	
320		1,268.9				1,268.9	1.966	24.0
401			884.2			884.2	1.330	24.0
402			884.2			884.2	1.330	24.0
403			1,268.9			1,268.9	1.966	24.0
404			884.2			884.2	1.330	24.0
405			884.2			884.2	1.330	24.0
406			1,268.9			1,268.9	1.966	24.0
407			607.5			607.5	0.941	24.0
408			607.5			607.5	0.941	24.0
409			607.5			607.5	0.941	24.0
410			1,189.0			1,189.0	1.843	24.0
411			1,268.9			1,268.9	1.966	24.0
412			607.5			607.5	0.941	24.0
413			1,189.0			1,189.0	1.843	24.0
414			884.2			884.2	1.330	24.0
415			884.2			884.2	1.330	24.0
416			607.5			607.5	0.941	24.0
417			607.5			607.5	0.941	24.0
418			884.2			884.2	1.330	24.0
419			884.2			884.2	1.330	24.0
420			1,268.9	1,174.0		2,442.9	3.786	24.0
501				884.2		884.2	1.330	24.0
502				884.2		884.2	1.330	24.0
503				1,268.9	789.9	2,058.8	3.198	24.0
504				884.2		884.2	1.330	24.0
505				884.2		884.2	1.330	24.0
506				1,268.9	704.4	1,973.3	3.058	24.0
507				607.5		607.5	0.941	24.0
508				607.5		607.5	0.941	24.0
509				607.5		607.5	0.941	24.0
510				1,189.0	789.9	1,978.9	3.067	24.0
511				1,268.9	1,041.0	2,309.9	3.580	24.0
512				607.5		607.5	0.941	24.0
513				1,189.0	704.4	1,893.4	2.934	24.0

TOTAL PRIVATE AREA = 64,525.9 SQ.FT. | TOTAL LIMITED COMMON AREA = 1350.0 SQ.FT.

RECORDED

NO. 248112 recorded: 4-15-83
STATE OF Utah at: 3:30
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Summit County Title
$ 82.50 Alan Spriggs
FEES COUNTY RECORDER

Shauna E. Kerr

DEVELOPMENT COALITION SERVICES

283 VILLAGE RIM PARK CITY, UTAH 84060
AT PARK WEST VILLAGE (801) 649-8667

THE SILVER KING CONDO. 5 OF 5

Planning Commission
Staff Report

Subject: **25 Canyon Court**
Application: **PL-25-06607**
Author: **Virgil Lund, Planner II**
Date: **August 13, 2025**
Type of Item: **Conditional Use Permit**

Recommendation

(I) Review the Conditional Use Permit (CUP) for a 180-square-foot private pool at 25 Canyon Court, (II) conduct a public hearing, and (III) consider approving the CUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Omega Pools, Josh Lembeck
Location:	25 Canyon Court
Zoning District:	Single-Family, Sensitive Land Overlay
Adjacent Land Uses:	Single-Family Dwellings
Reason for Review:	The Planning Commission reviews and takes Final Action on Conditional Use Permits.[1]

CUP	Conditional Use Permit
DRC	Development Review Committee
LMC	Land Management Code
LOD	Limits of Disturbance
SFD	Single-Family Dwelling
SF	Single Family
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 constructing a 180-square-foot outdoor pool at 25 Canyon Court for private use by the property owner. The proposed pool is a Private Recreation Facility requiring a CUP in the Single Family (SF) Zoning District.

[1] LMC § 15-1-8

Background

25 Canyon Court is Lot 71 of the Aspen Springs Ranch Subdivision Phase II. The Subdivision Plat was recorded June 26, 1992 (Summit County Recorder Entry No. 361321).

On May 21, 2009, the Building Department issued permit number BD-08-14157 for the construction of a Single-Family Dwelling (SFD) on Lot 71. On September 10, 2024, the Building Department issued permit number 24-2156 for the construction of patios and additional landscaping for the property. The Applicant proposes to construct the 180-square-foot pool on the existing patio:

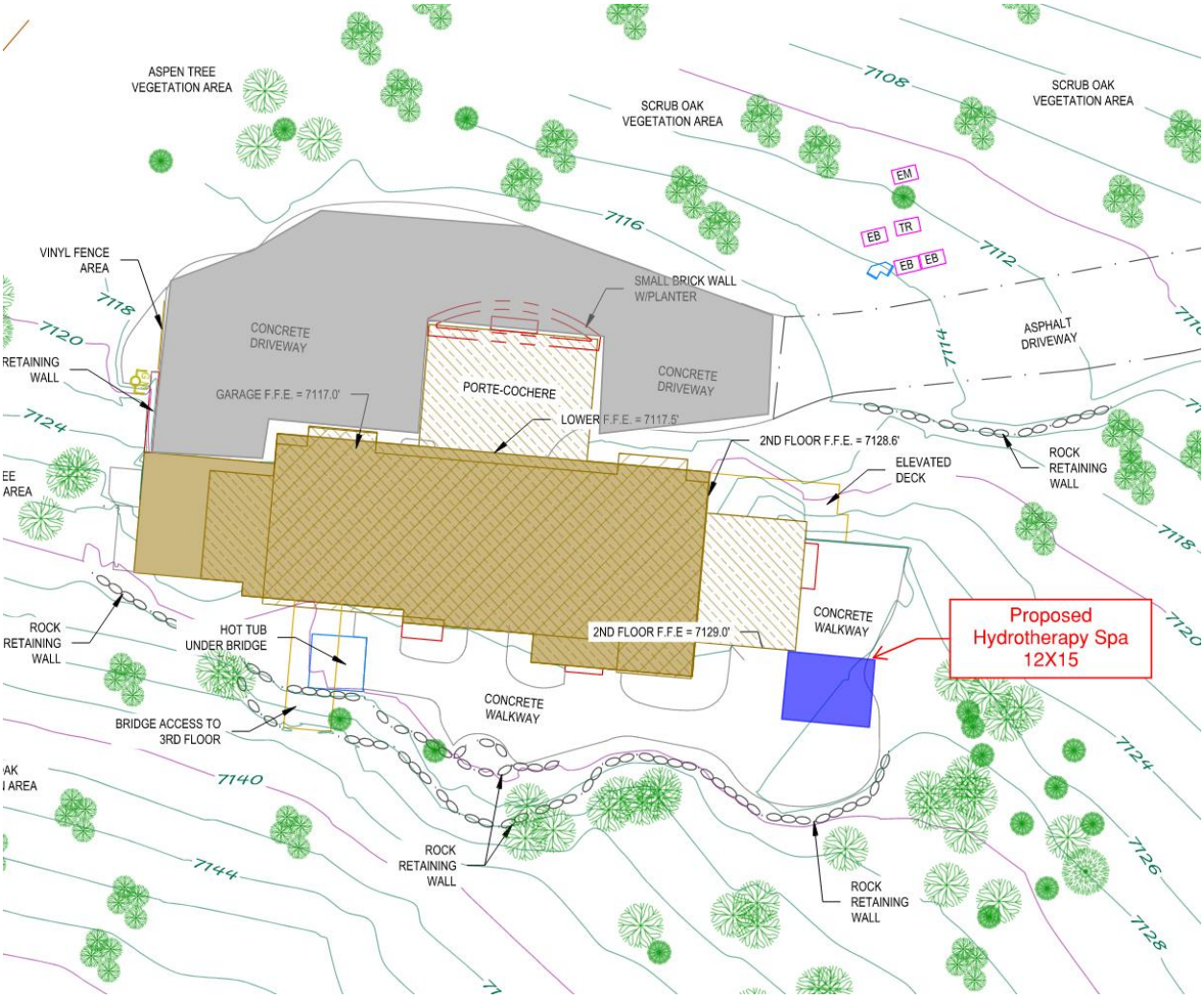


Figure 1: Applicant's Site Plan Showing Existing Conditions and Proposed Pool in Blue

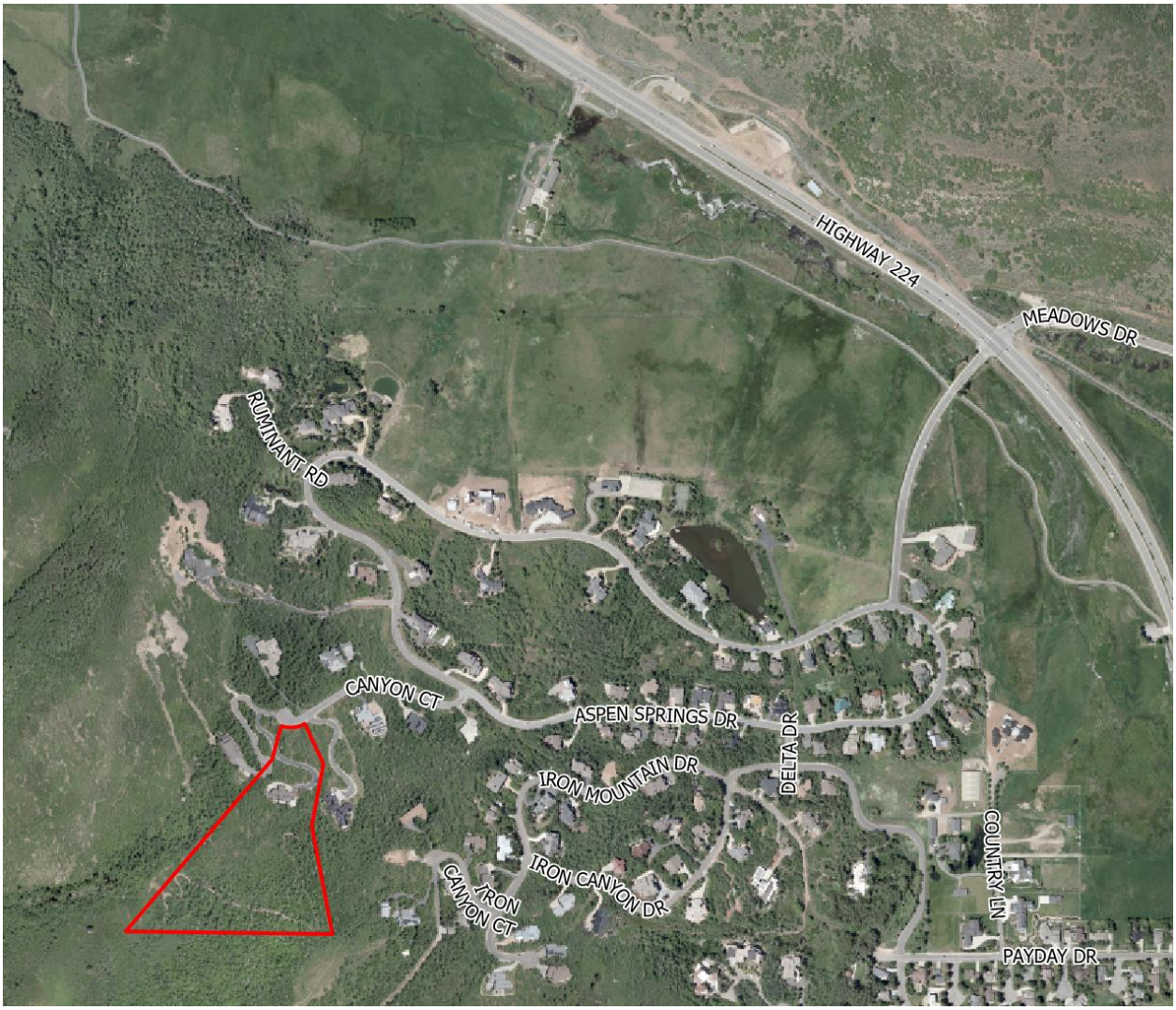


Figure 2: Lot 71 Highlighted in Red

Analysis

(I) The proposed 180-square-foot outdoor pool complies with the Single Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.

The table below outlines the Lot and Site requirements for the SF Zoning District:[2]

RD Requirement	Analysis of Proposal
Front Setback: 20 Feet	**Complies:** The proposed outdoor pool is greater than 100 feet from the Front Lot Line.
Rear Setback: 15 Feet	**Complies:** The proposed outdoor pool is greater than 100 feet from the Rear Lot Line.
Side Setback: 12 Feet	**Complies**:

[2] LMC § 15-2.11-3

	The proposed outdoor pool is 82 feet from the east Side Lot Line and more than 100 feet from the west Side Lot Line.

Vegetation Protection: LMC § 15-2.11-10 states: "The Property Owner must protect Significant Vegetation during any Development activity." The Applicant's proposal does not impact any Significant Vegetation. See Figure 1 above.

(II) The proposed outdoor pool complies with the Aspen Springs Ranch Phase II Subdivision Plat requirements.

Plat note two states that Lot 71 is limited to a 10,000-square-foot Limits of Disturbance (LOD). The LOD includes the total footprint of the SFD, with any patios, decks, or pathways. Driveways and landscaped areas are exempt from the LOD calculations. The LOD for Lot 71 is 6,408 square feet. The image below shows the LOD for Lot 71 in yellow and the proposed outdoor pool in blue:

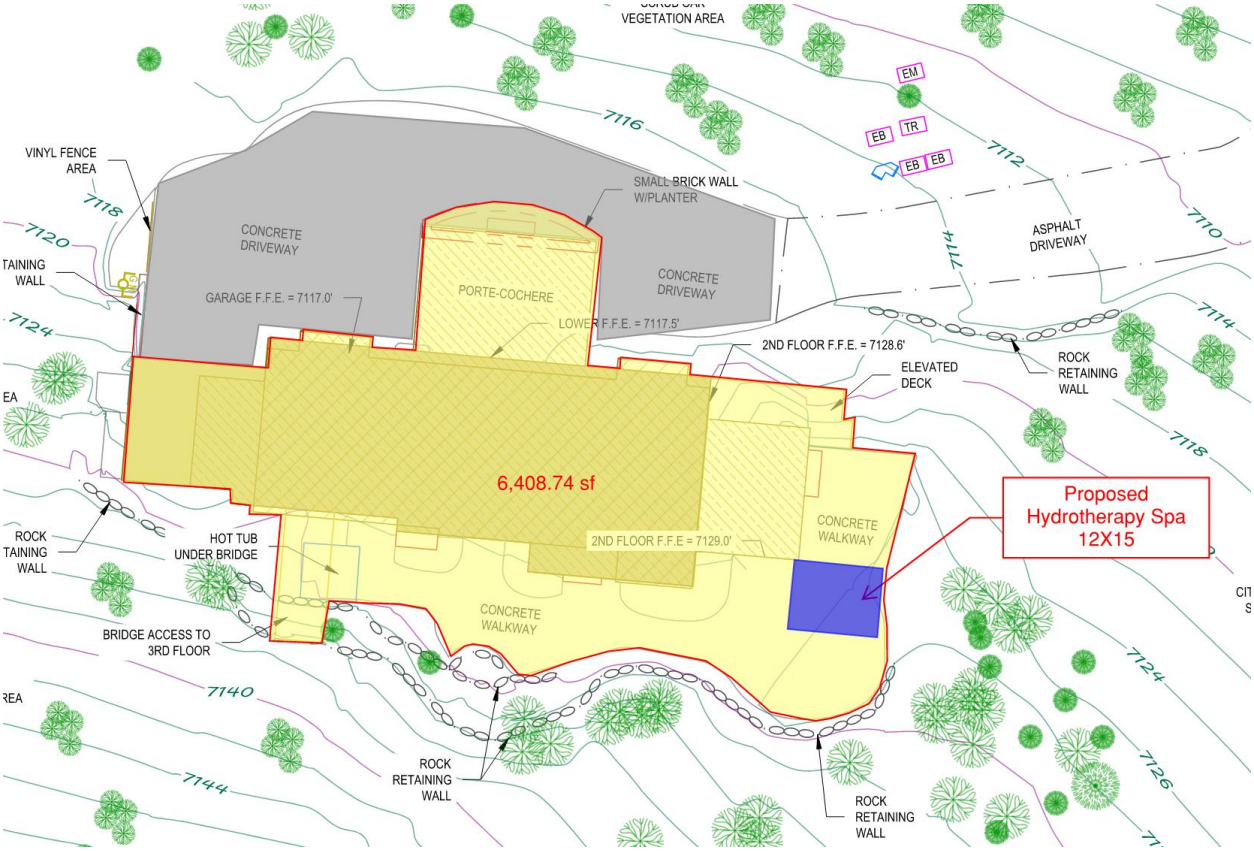


Figure 3: Limits of Disturbance Area for Lot 71

(III) The proposed outdoor pool complies with the Sensitive Land Overlay (SLO) requirements found in LMC Chapter 15-2.21.

The outdoor pool is on an existing concrete patio on Lot 71 of the Aspen Springs Ranch Subdivision Phase II. The Subdivision approval and platting of the Lots considered SLO principles, such as Steep Slopes, proximity to Open Space and wetlands, ridgelines, and visual analysis from Highway 224. The proposed outdoor pool is not near wetlands or Ridge Lines and is not visible from Highway 224. The proposed outdoor pool is on a 13 percent slope and is not within 50 feet of a Very Steep Slope.

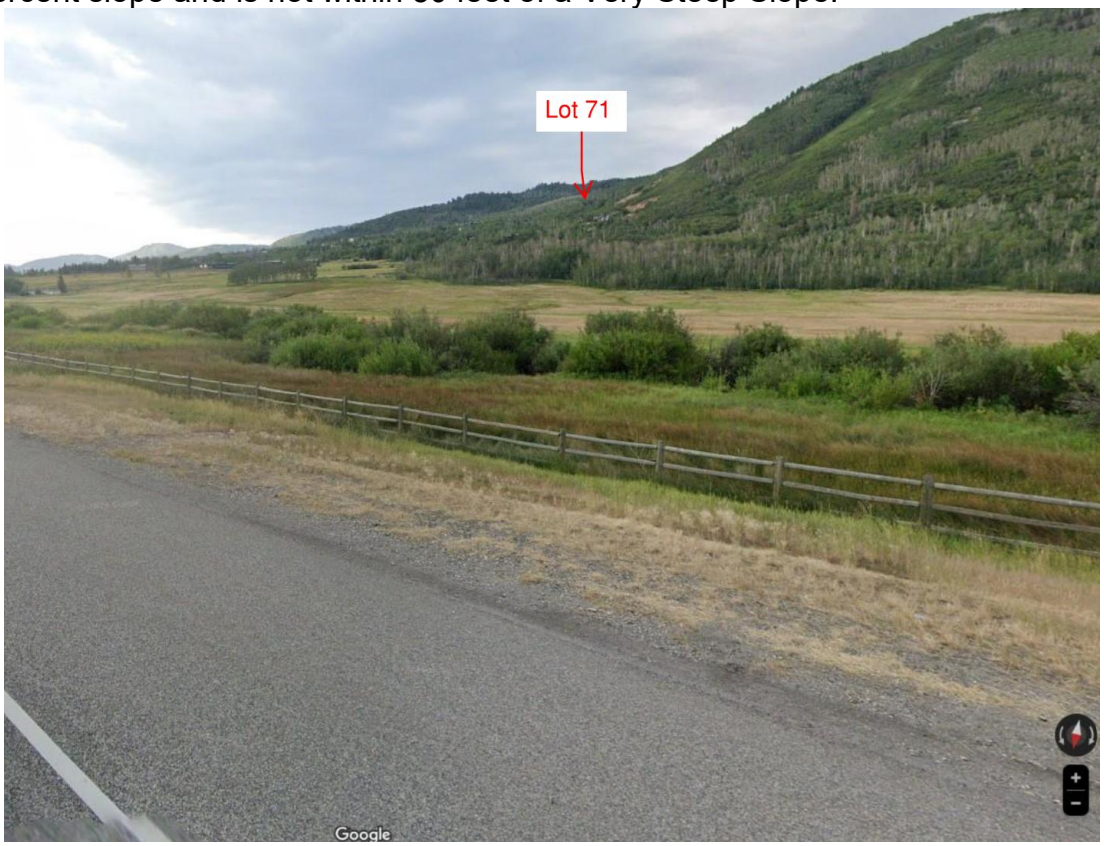


Figure 4: Visual Analysis of Lot 71 from Hwy 224

(IV) 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 Commission 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 Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.

CUP Review Criteria	Analysis of Proposal
Size and location of the Site	**Complies:** 25 Canyon Court is Lot 71 of the Aspen Springs Phase II Subdivision. The Lot is 10.16 acres and the LOD is 6,408 square feet. The proposed outdoor pool is within the LOD for Lot 71.
Traffic considerations including capacity of the existing Streets in the Area	**Complies:** The Transportation Impact Study guidelines state that a transportation impact study is required when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff The proposed outdoor pool will not generate any additional traffic beyond the property's primary Use as an SFD. The outdoor pool will be used by the property owner and their guests.
Utility capacity, including Storm Water run-off	**Complies:** The Development Review Committee (DRC) reviewed the proposal on July 15, 2025, and confirmed the proposal conforms with their requirements.
Emergency vehicle Access	**Complies:** The DRC reviewed the proposal on July 15, 2025, and confirmed the proposal conforms with their requirements.
Location and amount of off-Street parking	**Complies:** LMC § 15-3-6(A) requires two off-street parking spaces per Dwelling Unit for an SFD. LMC § 15-3-6(B) requires one off-street parking space per four persons maximum rated capacity for a Private Recreation Facility. LMC § 15-3-4(A)(1) requires double car garages to be at least 20 feet wide by 20 feet deep. The Applicant states that the outdoor pool will be used by the property owner for hydrotherapy, with a maximum capacity of two people at any one time. The Applicant can park four vehicles in the SFD's attached garage, which measures 47 feet wide by

	20 feet deep.

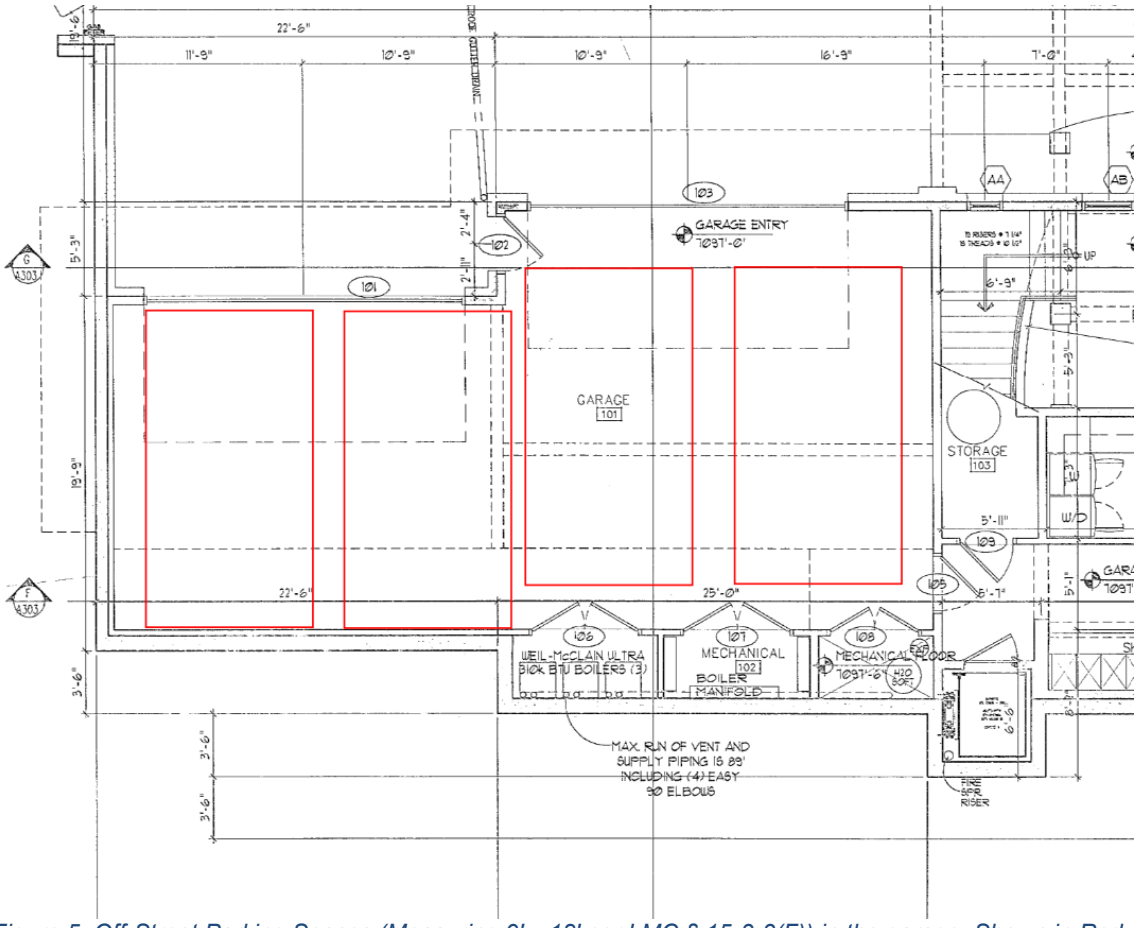


Figure 5: Off-Street Parking Spaces (Measuring 9' x 18' per LMC § 15-3-3(F)) in the garage, Shown in Red

Internal vehicular and pedestrian circulation system	**Complies:** The proposed outdoor pool does not change the Lot's vehicle or pedestrian circulation.
Fencing, Screening, and landscaping to separate the Use from adjoining Uses	**Complies:** The proposed outdoor pool is screened by the existing Structures, retaining walls, and existing aspen and pine trees.
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	**Complies:** The proposed outdoor pool is in the backyard of the SFD and is not visible from neighboring properties.
Useable Open Space	**Complies:** The proposed outdoor pool does not decrease the amount of Open Space for the Aspen Springs

	Ranch Phase II Subdivision. The pool is within the platted LOD.
Signs and Lighting	**Complies:** No signs or exterior lighting are proposed with this application. If Outdoor Lighting is proposed to be installed, it requires compliance with the dark sky code (LMC § 15-5-5(J)) and Planning Department review and approval (Condition of Approval 4).
Physical Design and Compatibility with Surrounding Structures	**Complies:** The proposed pool is in-ground, within the platted LOD, and is not visible from neighboring properties.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	**Complies:** Condition of Approval 3 requires adherence to Municipal Code of Park City Chapter 6-3 *Noise*.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	**Complies:** Vehicles for service and outdoor pool maintenance will access the property from the private driveway and Canyon Court. No additional trash or recycling areas are proposed. All trash and recycling are located inside the SFD.
Expected Ownership and Management	**Complies:** 25 Canyon Court is under private ownership and the proposed outdoor pool is for the use of the owner and guests.
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	**See Analysis Section III above.**
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**Complies:** Goal 7 of the General Plan states that the City strives to create a diversity of primary housing opportunities, allowing full-time residents to have local options for work and recreation.[3]

(V) The Development Review Committee reviewed the proposal on July 15, 2025 and confirmed the proposal conforms to their requirements.[4]

[3] Park City General Plan, Volume 1 P. 70

[4] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City

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

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 30, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The *Park Record* published courtesy notice on July 30, 2025.[5]

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

Alternatives
The Planning Commission may:

- Approve the CUP for an outdoor pool.
- Deny the CUP for an outdoor pool 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

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).
[5] LMC § 15-1-21

Planning Department

August 13, 2025

Omega Pools, Josh Lembeck

CC: Kevin Rogge

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	25 Canyon Court
Zoning District:	Single-Family, Sensitive Land Overlay
Application:	Conditional Use Permit
Project Number:	PL-25-06607
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes constructing a 180-square-foot outdoor pool at 25 Canyon Court for private use by the property owner.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the outdoor pool according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes constructing a 180-square-foot outdoor pool at 25 Canyon Court for private use by the property owner. The proposed pool is a Private Recreation Facility requiring a CUP in the Single Family (SF) Zoning District.
2. 25 Canyon Court is Lot 71 of the Aspen Springs Ranch Subdivision Phase II. The Subdivision Plat was recorded June 26, 1992 (Summit County Recorder Entry No. 361321).
3. On May 21, 2009, the Building Department issued permit number BD-08-14157 for the construction of a Single-Family Dwelling (SFD) on Lot 71. On September

10, 2024, the Building Department issued permit number 24-2156 for the construction of patios and additional landscaping for the property. The Applicant proposes to construct the 180-square-foot pool on the existing patio.

4. The proposed 180-square-foot outdoor pool complies with the Single Family (SF) Zoning District requirements outlined in LMC Chapter 15-2.11.
    a. Front Setback: 20 Feet
        i. The proposed outdoor pool is greater than 100 feet from the Front Lot Line.
    b. Rear Setback: 15 Feet
        i. The proposed outdoor pool is greater than 100 feet from the Rear Lot Line.
    c. Side Setback: 12 Feet
        i. The proposed outdoor pool is 82 feet from the east Side Lot Line and more than 100 feet from the west Side Lot Line.
    d. LMC § 15-2.11-10 states: “The Property Owner must protect Significant Vegetation during any Development activity.” The Applicant’s proposal does not impact any Significant Vegetation.
5. The proposed outdoor pool complies with the Aspen Springs Ranch Phase II Subdivision Plat requirements.
    a. Plat note two states that Lot 71 is limited to a 10,000-square-foot Limits of Disturbance (LOD). The LOD includes the total footprint of the SFD, with any patios, decks, or pathways. Driveways and landscaped areas are exempt from the LOD calculations. The LOD for Lot 71 is 6,408 square feet.
6. The proposed outdoor pool complies with the Sensitive Land Overlay (SLO) requirements found in LMC Chapter 15-2.21.
    a. The outdoor pool is on an existing concrete patio on Lot 71 of the Aspen Springs Ranch Subdivision Phase II. The Subdivision approval and platting of the Lots considered SLO principles, such as Steep Slopes, proximity to Open Space and wetlands, ridgelines, and visual analysis from Highway 224.
    b. The proposed outdoor pool is not near wetlands or Ridge Lines and is not visible from Highway 224. The proposed outdoor pool is on a 13 percent slope and is not within 50 feet of a Very Steep Slope.
7. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in Land Management Code Section 15-1-10(E).

a. 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.
b. The Planning Commission 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 Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.
    i. Size and location of the Site
        1. 25 Canyon Court is Lot 71 of the Aspen Springs Phase II Subdivision. The Lot is 10.16 acres and the LOD is 6,408 square feet. The proposed outdoor pool is within the LOD for Lot 71.
    ii. Traffic considerations including capacity of the existing Streets in the Area
        1. The Transportation Impact Study guidelines state that a transportation impact study is required when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff.
        2. The proposed outdoor pool will not generate any additional traffic beyond the property's primary Use as an SFD. The outdoor pool will be used by the property owner and their guests.
    iii. Utility capacity, including Storm Water run-off
        1. The Development Review Committee (DRC) reviewed the proposal on July 15, 2025, and confirmed the proposal conforms with their requirements.
    iv. Emergency vehicle Access
        1. The DRC reviewed the proposal on July 15, 2025, and confirmed the proposal conforms with their requirements.
    v. Location and amount of off-Street parking

1. LMC § 15-3-6(A) requires two off-street parking spaces per Dwelling Unit for an SFD.
2. LMC § 15-3-6(B) requires one off-street parking space per four persons maximum rated capacity for a Private Recreation Facility.
3. LMC § 15-3-4(A)(1) requires double car garages to be at least 20 feet wide by 20 feet deep.
4. The Applicant states that the outdoor pool will be used by the property owner for hydrotherapy, with a maximum capacity of two people at any one time.
5. The Applicant can park four vehicles in the SFD's attached garage, which measures 47 feet wide by 20 feet deep.

vi. Internal vehicular and pedestrian circulation system
   1. The proposed outdoor pool does not change the Lot's vehicle or pedestrian circulation.

vii. Fencing, Screening, and landscaping to separate the Use from adjoining Uses
   1. The proposed outdoor pool is screened by the existing Structures, retaining walls, and existing aspen and pine trees.

viii. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots.
   1. The proposed outdoor pool is in the backyard of the SFD and is not visible from neighboring properties.

ix. Useable Open Space
   1. The proposed outdoor pool does not decrease the amount of Open Space for the Aspen Springs Ranch Phase II Subdivision. The pool is within the platted LOD.

x. Signs and Lighting
   1. No signs or exterior lighting are proposed with this application. If Outdoor Lighting is proposed to be installed, it requires compliance with the dark sky code (LMC § 15-5-5(J)) and Planning Department review and approval.

xi. Physical Design and Compatibility with Surrounding Structures
   1. The proposed pool is in-ground, within the platted LOD, and is not visible from neighboring properties.

xii. Noise, Vibration, Odors, Steam, or Other Mechanical Factors
    1. Condition of Approval 3 requires adherence to Municipal Code of Park City Chapter 6-3 Noise.
xiii. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
    1. Vehicles for service and outdoor pool maintenance will access the property from the private driveway and Canyon Court. No additional trash or recycling areas are proposed. All trash and recycling are located inside the SFD.
xiv. Expected Ownership and Management
    1. 25 Canyon Court is under private ownership and the proposed outdoor pool is for the use of the owner and guests.
xv. Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site
    1. See Finding of Fact 6.
xvi. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan
    1. Goal 7 of the General Plan states that the City strives to create a diversity of primary housing opportunities, allowing full-time residents to have local options for work and recreation.

8. The Development Review Committee reviewed the proposal on July 15, 2025 and confirmed the proposal conforms to their requirements.
9. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 30, 2025.
10. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The Park Record published courtesy notice on July 30, 2025.

Conclusions of Law

1. The proposed outdoor pool complies with the LMC requirements pursuant to Chapter 15-2.11 Single Family Zoning District, Chapter 15-2.21 Sensitive Land Overlay, and Section 15-1-10 Conditional Use Review Process.
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

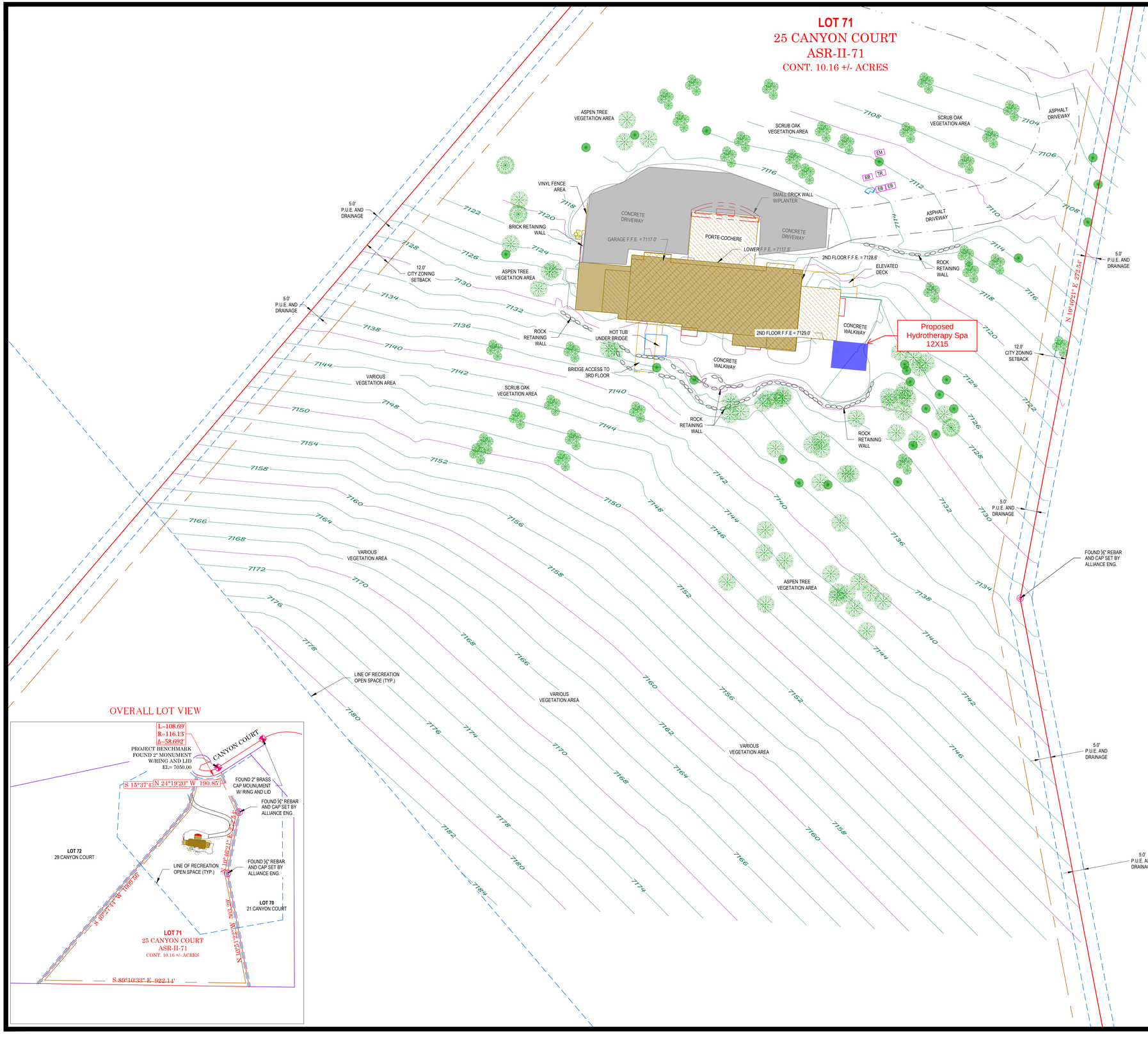
1. Final building plans and construction details shall reflect substantial compliance with the final plans dated July 7, 2025, submitted to the Planning Department and reviewed August 13, 2025, by the Planning Commission.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans. 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 prior to construction.
3. The Applicant shall adhere to Municipal Code of Park City Chapter 6-3, Noise.
4. If Outdoor Lighting is proposed to be installed, it requires compliance with the dark sky code (LMC Section 15-5-5(J)) and Planning Department review and approval.

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

Sincerely,

Christin Van Dine
Planning Commission Chair

CC: Virgil Lund



OVERALL LOT VIEW

N

S

20 10 0 20 40

(IN FEET)
1 inch = 20 ft.

LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND PROPERTY MARKER
- = SET REBAR & CAP LS# 7075114
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING FIRE DEPT. SPK.
- = EXISTING GAS METER
- EM = ELECTRIC METER
- TR = EXISTING TRANSFORMER
- EB = ELECTRIC BOX
- = WOOD/VINYL FENCE
- = EXISTING ROCK RETAINING WALL
- = EXISTING TREE
- = EXISTING PINE TREE
- = EXISTING 1ST FLOOR AS COLLECTED
- = EXISTING 2ND FLOOR AS COLLECTED
- = EXISTING 3RD FLOOR AS COLLECTED

DRAWING TITLE

TOPOGRAPHIC SITE SURVEY

CLIENT CONTACT

WILLIE ESCHENFELDER
willie@wildwilliesinc.com
801-301-2777

25 CANYON COURT LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE S.E. 1/4 SEC. 6, T. 2 S., R.4 E. S.L.B.&M.

PROPERTY DESCRIPTION

Lot 71 of the Aspen Springs Ranch Subdivision Phase II, on file within the official records of Summit County, Utah.

Containing 10.16 +/- Acres

SURVEYOR'S NARRATIVE

This Survey was performed at the request of Willie Eschenfelder for the purpose to locate contours and elevations of the ground in relationship to the intended positioning of this lot. Also for the possible purpose of future building and landscaping.

The basis of bearing was derived from the found monuments along Canyon Court accepted as original subdivision staking, and utilized on this survey as N 57°17'28" E as shown on the Aspen Springs Ranch Phase II Subdivision.

Shown are Two foot Contours Highlighted at Ten foot Intervals as labeled. Found rebars (possibly original staking) and monumentation have been tied, utilized and shown on this survey. The elevation base is determined by the field G.P.S. Projection Based on Utah North NAD 1983 Projection then rounded off to the nearest 10 foot mark for a more efficient Bench Mark base. The project bench mark is 7050.00' = Found brass cap with ring and lid along Canyon Court near the frontage of surveyed lot as shown.

NOTE:

1. Surveyor has made no investigation or independent search for easements of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a currant title insurance policy.

2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.

4. Utilities shown are based on ground evidence, together with a request for utility maps. Such information relayed to the survey is to the best of our knowledge in regards to evidence provided from responding utility companies. It is recommenced that a utility review together with physical on site blue stake request be made prior to any constriction/excavation for the ability to update any final construction plan(s).

5. This is not a boundary survey, no corners have been set, this plat is intended for design review and approval purposes.

6. Subdivision plat notes, pertaining to this lot and other restrictions obligations, convents etc.. that may effect the design and use of this lot, see subdivision.

7. All tree and tree grouping locations are approximate and should not be relied upon as exact placement. Any trees or tree grouping considered part of the planning process must be staked out on site for field review, prior to any construction.

8.The maximum floor area of this dwelling as per Aspen Springs Ranch Subdivision Phase II is 10,000 sq. ft. Measured floor area as per survey interpolation is as follows...

Garage = 1,184 sq.ft. (600 allowed in excess) 584 sq. ft. included in calculation
1st floor = 1,662 sq.ft.
2nd floor = 3,600 sq.ft.
3rd floor = 2,267 sq.ft.
Total = 8,113 sq.ft.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, do hereby certify that I am a Professional Land Surveyor, holding certificate No. 7075114 as prescribed under the laws of the State of Utah. I further certify that by the owners' authority, I have made a survey of the tract of land shown on this plat and described hereon. The same has been correctly surveyed and referenced with ground measurements and other data as shown on this plat. This survey retraces lot/deed lines and may have corrected said lot/deed lines to coincide with found evidence and other interpolations and conclusions, based on said ground measurements, data surveys and other information and records. Furthermore, other unwritten rights of ownership or lines of occupation may have implied rights or may exist, and in conducting this survey and preparing this plat it is expressly understood that I do not warrant or certify any of those rights unless evidence and records of agreements or acts among the appropriate parties are provided to me sufficient to establish the existence and position of those lines.

JOHANSON
PROFESSIONAL LAND SURVEYORS
SURVEY• DESIGN• SEPTIC• PLANNING
SURVEYING

P.O. BOX 18941
SALT LAKE CITY, UTAH 84118
Shane Johanson P.L.S. 801-815-2541

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This drawing is and at all times remains the exclusive property of Johanson Surveying shall not be used with out complete authorization and written support.

STAMP

STATE OF UTAH
No. 7075114
R. SHANE JOHANSON
PROFESSIONAL LAND SURVEYOR

PROJECT NO. S-24-051
DATE: 5/13/2024
DRAWN BY: NATHAN BSEISO O.S.P. III
OVERSEEN BY: SHANE R. JOHANSON P.L.S.
SHEET NUMBER SHEET-1

Planning Commission
Staff Report

Subject: **Argus (R-5) Site**
8946 Marsac Avenue
Application: **PL-25-06522**
Author: **Alec Barton, Senior Planner**
Date: **August 13, 2025**
Type of Item: **Master Planned Development Modification**

Recommendation

(I) Review the proposed Modification to the Village at Empire Pass Master Planned Development Volumetrics for Development Pod A of the Flagstaff/Empire Pass area for 8946 Marsac Avenue, known as the Argus (R-5) Site, (II) conduct a public hearing, and (III) consider approving the Modification based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Redus Park City, LLC Douglas Ogilvy, Applicant Representative
Location:	8946 Marsac Avenue
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Adjacent Land Uses:	Multi-Unit Dwellings Open Space Deer Valley Resort
Reason for Review:	The Planning Commission reviews and takes Final Action on substantive modifications to Master Planned Developments pursuant to Land Management Code Section 15-6-4(K).

LMC	Land Management Code
MPD	Master Planned Development
RD	Residential Development
SLO	Sensitive Land Overlay

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

Background

On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement ("Development Agreement") and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City (Exhibit

B). The Flagstaff area is now known as Empire Pass.

The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835; Exhibit C). Redus is successor-in-title to property previously owned by UPCM. The Development Agreement clustered development into four Development Pods: A, B-1, B-2, and D. 8946 Marsac Avenue is in Development Pod A. The rest of the acreage was zoned Recreation and Open Space – Master Planned Development.

On July 28, 2004, the Planning Commission approved the Village at Empire Pass MPD and Volumetrics (Exhibit H).

On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement (Exhibit D).

On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units and forwarded a positive recommendation for the City Council's consideration (Agenda Packet, Item 5.G; Minutes, p. 44).

On April 24, 2025, the City Council adopted Ordinance No. 2025-05 (Exhibit E) approving the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass for the construction of seven residential units:

Property	Ownership	Zoning	Proposed Density
Argus (R-5) Parcel PCA-S-98-SD-5 PCA-S-98-BB	Redus	RD-MPD	A four-unit Multi-Unit Dwelling
Guardsman Water Tank Parcel PCA-S-98-SD-1-A PCA-S-98-II-X (portion)	Redus PCMC	RD-MPD	Three Single-Family Dwellings (SFDs)

For the increase in density:

- Approximately 310 acres will be transferred to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:
  - **Old Town**: ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.
  - **Lower Deer Valley**: ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).
- The Empire Pass, Mid-Mountain, and Daly trailheads will be transferred to the City.
- Water interests and rights that Redus owns or could acquire will be transferred to

the City.

Conditions of Approval include:

- Payment of an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
- Payment of an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA). Redus will allow EPMOA to retain funds to spend on City-approved historic preservation projects.
- Transfer of ownership or access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).

Condition of Approval 5 requires the Applicant to receive required land use approvals, including Subdivisions for residential Lots and a Conditional Use Permit for the proposed Argus (R-5) Multi-Unit Dwelling, prior to application for or receipt of any building permit (Agenda, Item VIII.1; Minutes, p. 17).

On July 23, 2025, the Planning Commission reviewed the proposal to modify the Village at Empire Pass MPD Volumetrics together with proposed Subdivisions for the Argus (R-5) and Guardsman Water Tank Parcels. Regarding the proposed update to the Volumetrics for Pod A, the Planning Commission provided input:

- Update Volumetrics to create rooflines with massing broken up that follow the slope of the site, sloping down on the west side.
- Locate the Building Footprint outside of Very Steep Slopes.
- Use non-reflective roofing materials (Agenda Packet, Item 6.D; Audio).

The Applicant responded with updated plans and proposed Conditions of Approval:

- Limit the maximum roof elevation to 8062 feet, requiring the articulation of roof forms with varied roofing materials, and stepping back the building massing on the third floor.
- Prohibit the Building Footprint, foundation, and footings from extending into Very Steep Slopes. Cantilevered decks may not extend more than 10 feet over Very Steep Slopes, and construction of the decks may not include shoring or other disturbances within Very Steep Slopes.
- Limit roofing materials to a Solar Reflectance Index of 35 or less.

Analysis

(I) The proposal to modify the Village at Empire Pass MPD Volumetrics, as conditioned, complies with the Residential Development Zoning District and the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass.

Multi-Unit Dwellings are a Conditional Use within an MPD in the RD Zoning District (LMC Section 15-2.13-2(B)(2)). Condition of Approval 1 requires future Planning Commission review of a Conditional Use Permit for the proposed Multi-Unit Dwelling.

The RD Zoning District and First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass include the following:

Development Parameter	Analysis
Lot Size: No minimum or maximum Lot Size in the RD Zoning District (LMC Section 15-2.13-3).	**Complies.** Lot 1 – 1.58 acres
Density: The amended Development Agreement establishes 24,000 saleable (net) square feet total for the Argus (R-5) Parcel in no more than four condominium units.	**Complies.** The Applicant proposes one Multi-Unit Dwelling with 23,990 saleable square feet in no more than four condominium units.
Setbacks: Front – 20 feet Rear – 15 feet Side – 12 feet (LMC Section 15-2.13-3).	**Complies.** The Setbacks are: Front – 20 feet Rear – 15 feet Side – 12 feet

(II) The Multi-Unit Dwelling on the Argus (R-5) Parcel will require at least eight parking spaces.

LMC Section 15-3-6 requires two parking spaces per unit ≥2,000 square feet, for a total of eight parking spaces. The Applicant proposes a 2,500-square-foot parking underground parking structure predominately below grade to accommodate the eight required parking spaces.

(III) The proposal to modify the Village at Empire Pass MPD Volumetrics, as conditioned, complies with the Required Findings and Conclusions of Law for MPDs outlined in Land Management Code Section 15-6-6.

Pursuant to LMC Section 15-6-6, the Planning Commission must make the following findings to approve the modification to the MPD. Staff analysis is in *italics*:

a. **Complies with all requirements of the Land Management Code**

Analysis Section I outlines the project's compliance with the requirements of the

RD Zoning District.

Analysis Section II outlines the project's compliance with parking requirements.

Analysis Section III outlines the project's compliance with MPD requirements.

Analysis Section IV outlines the Applicant's request for additional Building Height reviewed for compliance with the criteria outlined in LMC Section 15-6-5(F).

b. Meets the minimum requirements of Section 15-6-5, *Master Planned Development Requirements*

The table below summarizes relevant requirements of LMC Section 15-6-5 not addressed elsewhere in this report:

Cluster units on the most developable and least visually sensitive portions of the Site. Design Open Space to maintain existing Significant Vegetation.	*The Applicant agreed to Conditions of Approval regarding the roof massing, forms, and heights, so that the structure steps with the slope of the site. The Building Footprint is prohibited from encroaching into or disturbing Very Steep Slopes. The Applicant's landscape plan reviewed at the Conditional Use Permit phase must show protection of or replacement of Significant Vegetation and compliance with waterwise and Wildland Urban Interface landscape requirements.*
Design projects to minimize Grading and the need for large retaining Structures.	*Condition of Approval 3 prohibits the Building Footprint, foundations, and footings from extending into Very Steep Slopes.* *Condition of Approval 9 requires the use of landscaping for screening rather than boulder walls and requires the site plan submitted for Conditional Use Permit review to mitigate retaining wall height and length to the extent feasible.* *The Planning Commission will review retaining structures as part of the Conditional Use Permit required for the Multi-Unit Dwelling.* *The proposed plat includes a limit of disturbance, excluding Very Steep Slopes on the western portion of the site.*

Minimize cuts and fills. Design roads, utility lines, and structures to work with the Existing Grade.	*The Applicant anticipates 20 feet of cut and 5 feet of fill for the proposed Multi-Unit Dwelling. The Applicant proposes a shared driveway and partially underground parking structure to consolidate access and parking:*



Aerial view toward northeast showing the proposed shared driveway and garage access.

Incorporate existing trails into Open Space elements of the project, and maintain in their existing location when possible.	*To accommodate development at the Argus (R-5) site, the Applicant proposes shifting an 800-foot segment of the Empire Link Trail west onto adjacent property owned by Deer Valley Resort Company (Parcel PCA-S-98-C). The Applicant states that moving the trail will improve separation between bikers and the proposed Multi-Unit Dwelling and reduce impacts associated with grading because the PCA-S-98-C parcel has gentler grades. These are required in Conditions of Approval for the Argus (R-5) Subdivision.*
Provide adequate internal vehicular, pedestrian, and bicycle circulation.	*The Applicant proposes to retain existing trails, replace segments of trails impacted by development, and establish a new trail connection to the Empire Link Trail at Marsac Avenue. The proposed Lot is accessed by a shared driveway extending to Marsac Avenue.*
Include adequate Areas for snow removal and snow storage.	*A ten-foot snow-storage easement is shown on the proposed Argus (R-5) Subdivision.*

Include adequate Areas for and provide convenient pedestrian Access to trash and recycling containers.	*Snow storage, trash and recycling containers, transportation amenities, and service and delivery areas for the Argus (R-5) site will be reviewed with the Conditional Use Permit application for the Multi-Unit Dwelling.*
Provide transportation amenities including drop-off Areas for van and shuttle service.	
Separate service and delivery Areas from pedestrian Areas.	
Landscape and Lighting. The Landscaping plan shall comply with requirements of LMC Section 15-5-5(N). All noxious weeds, as identified by Summit County, shall be removed from the Property in accordance with the Summit County Weed Ordinance prior to issuance of a Certificate of Occupancy. Lighting must meet the requirements of LMC Section 15-5-5(J) and be dark sky compliant.	*The Applicant will submit Landscaping plans with a Conditional Use Permit application for Planning Commission review of the proposed Multi-Unit Dwelling.* *The LMC and standard conditions of approval require the removal of noxious weeds during construction activity and the use of dark sky compliant light bulbs and fixtures.*
Design Guidelines. The Planning Commission may require Design Guidelines for MPDs, including regulation of building design elements that specify: Exterior cladding material; Style, dimensions, and	*Development in Empire Pass is subject to the Design Guidelines revised and approved in December 2001 (Exhibit G). The Applicant requests the property be subject to Design Guidelines established through these Volumetrics for the Village at Empire Pass MPD.* *The Applicant will submit detailed information about building design and materials with a Conditional Use Permit application for Planning Commission review of the Multi-Unit Dwelling.*

materials of a roof structure, roof pitch, and porch; Exterior nonstructural architectural ornamentation; Location, design, placement, and architectural styling of windows and doors, including garage doors	*Additionally, staff recommends Condition of Approval 10: prior to Conditional Use Permit submittal, the Applicant must obtain the Empire Pass Design Review Board approval of the proposed design.*

c. Provides the highest value of Open Space, as determined by the Planning Commission

LMC Section 15-15-1 defines two types of Open Space:

Landscaped Open Space. *Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hard-scaped plazas, and public pedestrian amenities, but excluding Buildings or Structures.*

Natural Open Space. *A natural, undisturbed Area with little or no improvements. Open space may include, but is not limited to, such Areas as Ridge Line Area, Slopes over 30%, wetlands, Stream Corridors, trail linkages, Subdivision or Condominium Common Area, or view corridors.*

LMC Section 15-6-5(D) states MPDs shall contain a minimum of 60% Open Space. The Planning Commission shall designate the preferable type and mix of Open Space based on the guidance given in the General Plan.

At the time Flagstaff Mountain was annexed, more than 60% of the annexation area was zoned Recreation Open Space, as shown in Figure 1.

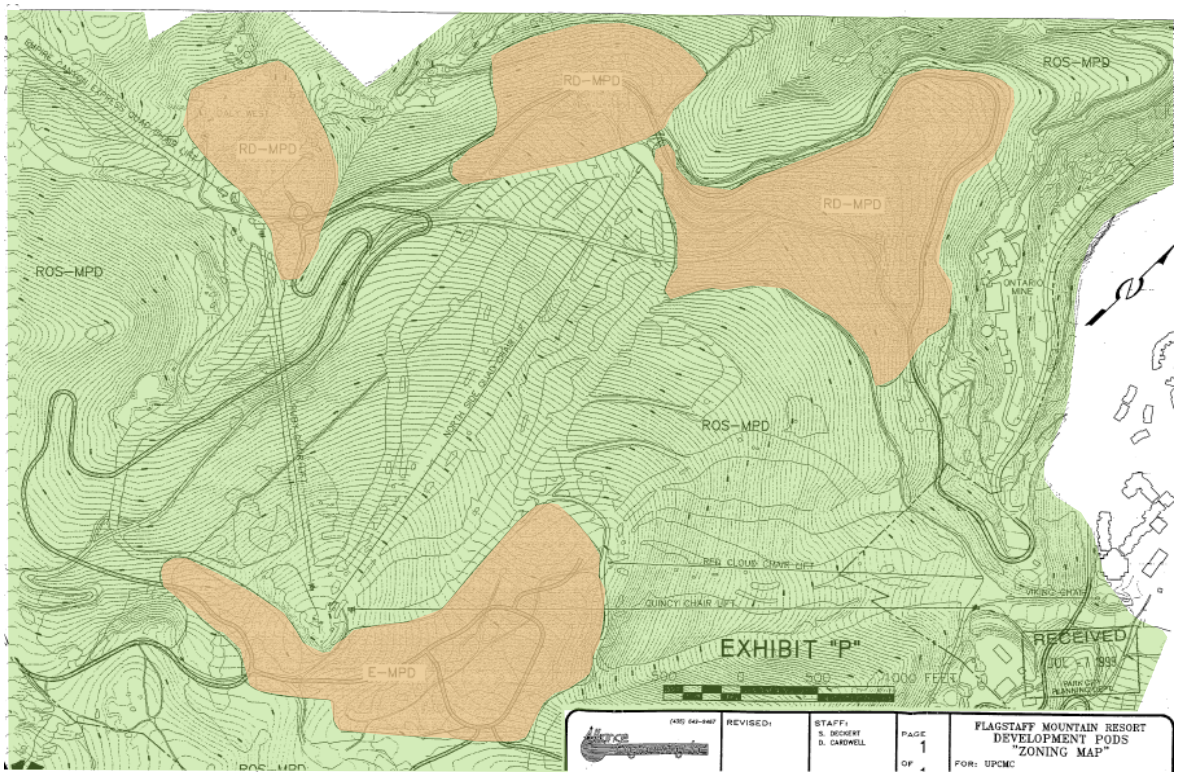


Figure 1: Flagstaff Mountain annexation area. Areas highlighted in orange were zoned in 1999 for development. Areas highlighted in green were zoned Recreation Open Space.

Additionally, the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass that allows the construction of seven residential units on two sites within the Development Pods zoned Residential Development – Master Planned Development was based on the following Open Space contributions:

- *The transfer or dedication of approximately 310 acres to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:*
  - ***Old Town**: ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.*
  - ***Lower Deer Valley**: ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).*
- *The transfer of the Empire Pass, Mid-Mountain, and Daly trailheads to the City.*
- *Payment of an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA). Redus will allow EPMOA to retain funds to spend on City-approved historic preservation projects.*

d. Strengthens and enhances the resort character of Park City

Empire Pass is in the Upper Deer Valley neighborhood. General Plan Policy 9.2 states, "Housing throughout the neighborhood is mainly utilized as second homes and nightly rentals…[and] will remain oriented toward second-homes and/or nightly rental use. Future improvements within the area should focus on a comfortable visitor experience and support the resort economy."[1]

The creation of additional Dwelling Units consistent with the density established in the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass supports this goal by creating additional Dwelling Units that may be used as second homes or nightly rentals if granted a business license.

e. Compliments the natural features on the site and preserves significant features or vegetation to the extent possible

The Applicant submitted a report prepared by an International Society of Arboriculture-certified arborist (Exhibit I) recommending:

- *Monitoring and managing canker and root rot in infected aspen trees*
- *Monitoring fir trees for signs of pest infestation*
- *Monitoring mountain maples for signs of stress and developing strategies to improve water retention in the soil*
- *Implementing a comprehensive fire mitigation plan*
- *Monitoring new saplings to track their growth and health*

This is reflected in Condition of Approval 11.

f. Is Compatible in Use, scale, and mass with adjacent Properties; promotes neighborhood Compatibility, and Historic Compatibility, where appropriate; and protects residential neighborhoods and Uses

The Argus (R-5) Parcel is identified in the Development Agreement as part of the mixed-use "Mountain Village." Multi-Unit Dwellings are compatible with the Use of adjacent properties. The Multi-Unit Dwelling proposed at 8946 Marsac Avenue is smaller in scale and mass than adjacent properties to the east, including One Empire Pass and Flagstaff Lodge.

The property does not include historic buildings or sites. Development will not impact nearby historic properties, including the Judge Mine Tunnel and Little Bell Mine Ore Bin.

g. Provides amenities to the community so that there is no net loss of community amenities

[1] General Plan, p. 251

The Argus (R-5) Subdivision Conditions of Approval require the Applicant to provide a trail connection from Marsac Avenue to the Empire Link Trail and to reconstruct the impacted portion of the Empire Link Trail along an alignment approved by the Trails and Open Space Department.

h. Is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the application to be complete

Ordinance No. 2025-05 includes Condition of Approval 1: Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 Affordable Housing Guidelines. *This is reflected in Condition of Approval 13.*

i. Meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site

The Applicant provided an SLO Study prepared by Alliance Engineering with analysis of the features in LMC Section 15-2.21-3, including slope, ridge lines, vegetative cover, designated vantage points, wetlands, stream corridors, and wildlife habitat areas (Exhibit J).

The purpose of the Sensitive Land Overlay (SLO) is to:

- *Require dedicated Open Space in aesthetically and environmentally sensitive Areas;*
- *Encourage preservation of large expanses of Open Space and wildlife habitat;*
- *Cluster Development while allowing a reasonable use of Property;*
- *Prohibit Development on Ridge Line Areas, Steep Slopes, and wetlands; and*
- *Protect and preserve environmentally sensitive land.*

Slope
Significant portions of the proposed Lot, particularly the southern and western portions, are characterized by Very Steep Slopes exceeding 40 percent (see areas shaded in red in Figure 2). Proposed development must meet the requirements of LMC Section 15-2.21-4(A), which prohibits development on or within 50 feet of Very Steep Slopes unless the Planning Commission can make specific findings to support development on Very Steep Slopes.

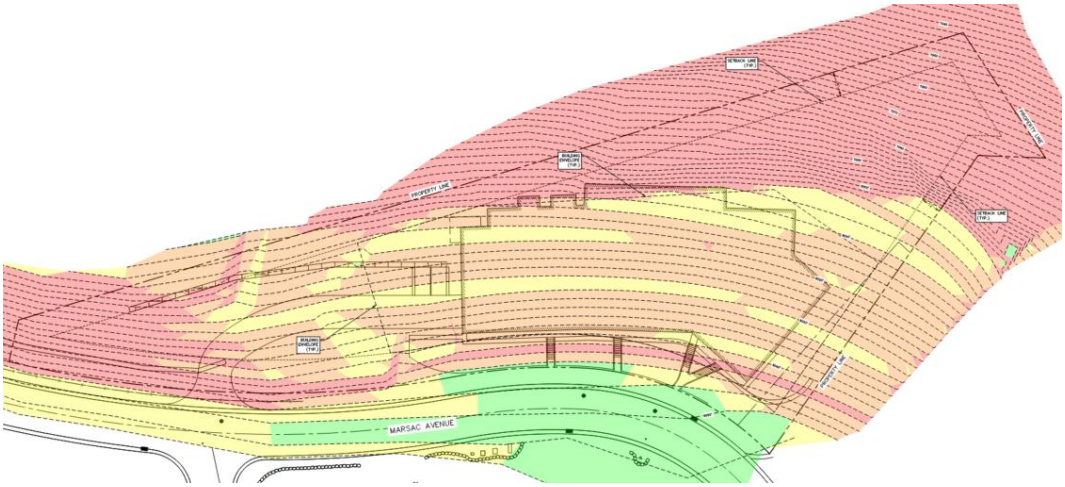


Figure 2: Slope map provided by Applicant showing Steep Slopes in orange and Very Steep Slopes in red.

Approximately 3% of the proposed Building Envelope is on Very Steep Slopes. Most of the Very Steep Slopes proposed for development are in the western portion of the site. The Applicant indicated portions of the Building Envelope extending into Very Steep Slopes are for cantilevered decks.

To approve development on Very Steep Slopes, the Planning Commission must make seven findings outlined in LMC Section 15-2.21-4(A):

1. **Varying the Setback does not create an intrusion by Buildings into the Ridge Line Area when viewed from designated Vantage Points, Section 15-2.21-4(A)(4), or other Vantage Points designated by the Planning Staff or Commission, Section 15-2.21-4(B)(1).**

   The proposed Lot is within an elevation range of 7,940 feet to 8,055 feet. The Lot does not include Ridge Lines. Figure 3 shows the Lot in relation to the nearest Ridge Lines. The nearest Ridge Lines are approximately 600 feet to the northwest and 500 feet to the northeast.

   The Applicant provided Sensitive Lands Analysis prepared by Alliance Engineering showing the proposed Lot is not visible from any designated Vantage Points.

2. **Building Areas in the Setback do not create excessive cut or fill Slopes; minimal retaining walls to limit disturbance and meet Grade may be required by the Planning Commission subject to Sections 15-2.21-4(B), (C), and (E).**

   The Geotechnical Report prepared by Applied Geotech and submitted by the Applicant estimates excavations for the proposed Structure will require a cut of approximately 20 feet and fill less than 5 feet above original grade.

3. **Limits of Disturbance around any Structure within the Setback shall be limited to the minimal Area necessary to excavate and backfill the foundation. Decks and patios in the area of the Very Steep Slope setback, may not extend more than fifteen feet (15') beyond the foundation walls or the minimal excavation/backfill Areas, whichever is greater.**

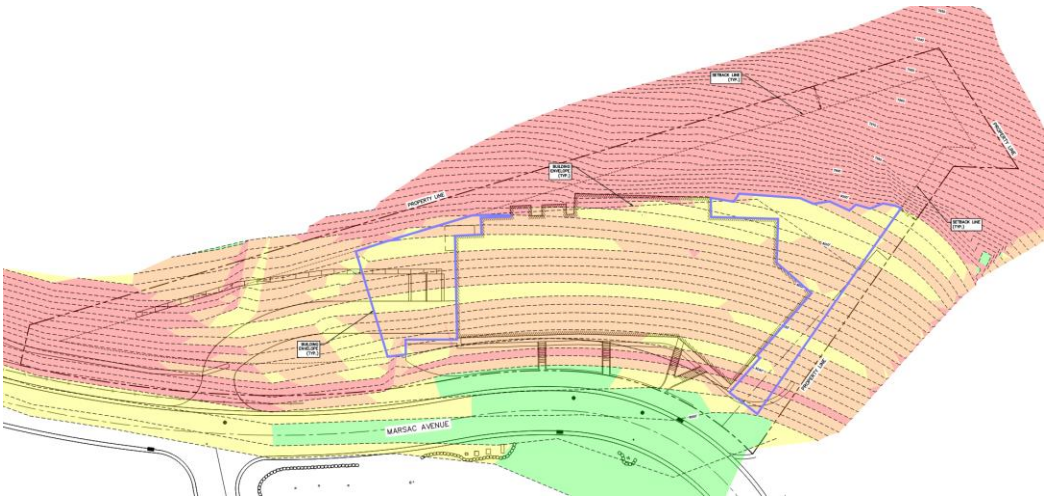
   The Applicant proposes cantilevered decks extending no more than 10 feet into Very Steep Slopes.

4. **No additional erosion, land subsidence, or avalanche hazard is created.**

   The Geotechnical Report submitted by the Applicant includes recommendations for grading and development of the site that will be reviewed at the building permit stage.

5. **The Site plan results in an improved organization of units through vegetation avoidance, minimization of changes to the viewshed from public Areas, and reduction of Site disturbance.**

   Significant portions of the proposed Lot within the Building Envelope but outside the proposed Building Footprint do not include Very Steep Slopes (areas outlined in purple below):



   The Applicant noted the proposed site design reflects the narrowness of the site at its southern end and the need to accommodate a driveway and garage. Portions of the proposed Building Envelope extending into Very Steep Slopes are limited to cantilevered decks. Condition of Approval 3 requires the following:

"Building footprint, foundations, and footings shall not extend into Very Steep Slopes. Footings shall be constructed to minimize construction disturbance within Very Steep Slopes. Cantilevered decks shall not extend more than 10 feet over Very Steep Slopes and shall not extend into the Rear Setback. Construction of cantilevered decks shall not include shoring or other disturbances within Very Steep Slopes."

6. **The reduction in Setback results in a reduction in overall project Density or Development massing as established by the Planning Staff's Site Suitability Determination.**

   Density is established by the Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass. Staff recommends the roofline of the Multi-Unit Dwelling follow the slope of the site, sloping down to the west side, to reduce the massing.

   The following Conditions of Approval are recommended:

   Condition of Approval 14: "The Volumetric Study attached to the Final Action Letter is indicative of general intent of the Conditions of Approval. Any future building is subject to Conditional Use Permit approval by the Planning Commission."

   Condition of Approval 2: "Maximum roof elevation is 8062' subject to the following requirements. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade. Green roofs are encouraged. Roof materials shall have a Solar Reflectance Index of 35 or less."

7. **In no case shall additional disturbance be allowed beyond the maximum area determined in the Site Development Suitability Determination (See Section 15-2.21-2(C)).**

   The Applicant proposes including a maximum building footprint for the Multi-Unit Dwelling on the Subdivision Plat.

   Ridge Lines
   The proposed Lot is within an elevation range of 7,940 feet to 8,055 feet. The Lot does not include Ridge Lines. Figure 3 shows the Lot in relation to the nearest Ridge Lines. The nearest Ridge Lines are approximately 600 feet to the northwest and 500 feet to the northeast.



Figure 3: The proposed Lot is circled in Red. Ridge Lines are outlined in yellow, and Sensitive Lands are shaded in pink.

Vegetative Cover

BIO-WEST conducted a survey of vegetation within the proposed Lot. The site is characterized by sporadic native tree cover, dense shrubs, and native and non-native grasses and forbs. Dominant species include aspen, bigtooth maple, and chokecherry. The survey notes that larger aspen trees on this site are stressed, and many are dead or dying. The site has been subject to tree clearing and ground disturbance for several decades.

The survey recommends revegetating disturbed areas with native forbs, grasses, and shrubs and promptly treating and controlling noxious weeds during and after construction. This is reflected in Conditions of Approval 4 and 6.

Designated Vantage Points

The SLO Study provides analysis showing the proposed Lot is not visible from any Designated Vantage Point in LMC § 15-2.21-3(A)(6).

Wetlands, Stream Corridors, Canals, and Irrigation Ditches
The SLO Study states the property is not affected by any designated wetlands, streams, canals, or irrigation ditches based on the United States Geological Survey's National Hydrography Dataset.

Wildlife Habitat Areas
The proposed subdivision is identified by the Utah Department of Natural Resources as crucial year-long or seasonal habitat for black bear, moose, mule deer, Rocky Mountain elk, and snowshoe hare. BIO-WEST conducted a study of potential impacts to wildlife. The study concludes it is likely that elk and mule deer use the proposed Lot for habitat, and it is very likely that migratory birds nest there. The site could be used by ruffed grouse, dusky grouse, and the federally-threatened Suckley's cuckoo bumble bee.

The survey recommends mitigation measures to protect nesting birds and comply with the Migratory Bird Treaty Act of 1918 and designing landscaping to accommodate large native mammals living in the area. This is reflected in Conditions of Approval 7, 8, and 11.

j. Promotes the Use of non-vehicular forms of transportation through design and by providing trail connections

The Argus (R-5) Subdivision Conditions of Approval require the Applicant to provide a trail connection from Marsac Avenue to the Empire Link Trail.

The Argus (R-5) Parcel is served by an extensive trail network and the City's free transit system.

k. Was noticed and the Planning Commission held a public hearing

See the Notice section of this staff report.

l. Incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application

The Applicant's narrative notes that detailed building design information will be reviewed by the Empire Pass Design Review Board and by the Planning Commission for the Multi-Unit Dwelling Conditional Use Permit.

m. Addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies

The Argus (R-5) Parcel does not include any Physical Mine Hazards.

n. Addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance

The Argus (R-5) Parcel does not include Historic Mine Waste and is not within the Park City Soils Ordinance Boundary.

o. Addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan

The Argus (R-5) Parcel does not include Historic Structures or Sites. Ordinance No. 2025-05 Condition of Approval 3 requires the Applicant to transfer ownership to the City or an access easement for several historic mining structures in the Empire Pass area, including the Judge Tunnel/Alliance Mine Complex.

p. Addresses and mitigates traffic

A transportation impact study is required when a proposed development generates 25 or more net new vehicle trips during the weekday AM or PM peak hour. The City's Transportation Impact Study Guidelines establish a threshold of 60 dwelling units for Multifamily Housing. Projects below this threshold are not required to submit a transportation impact study.

q. Addresses the long-term operation of the project

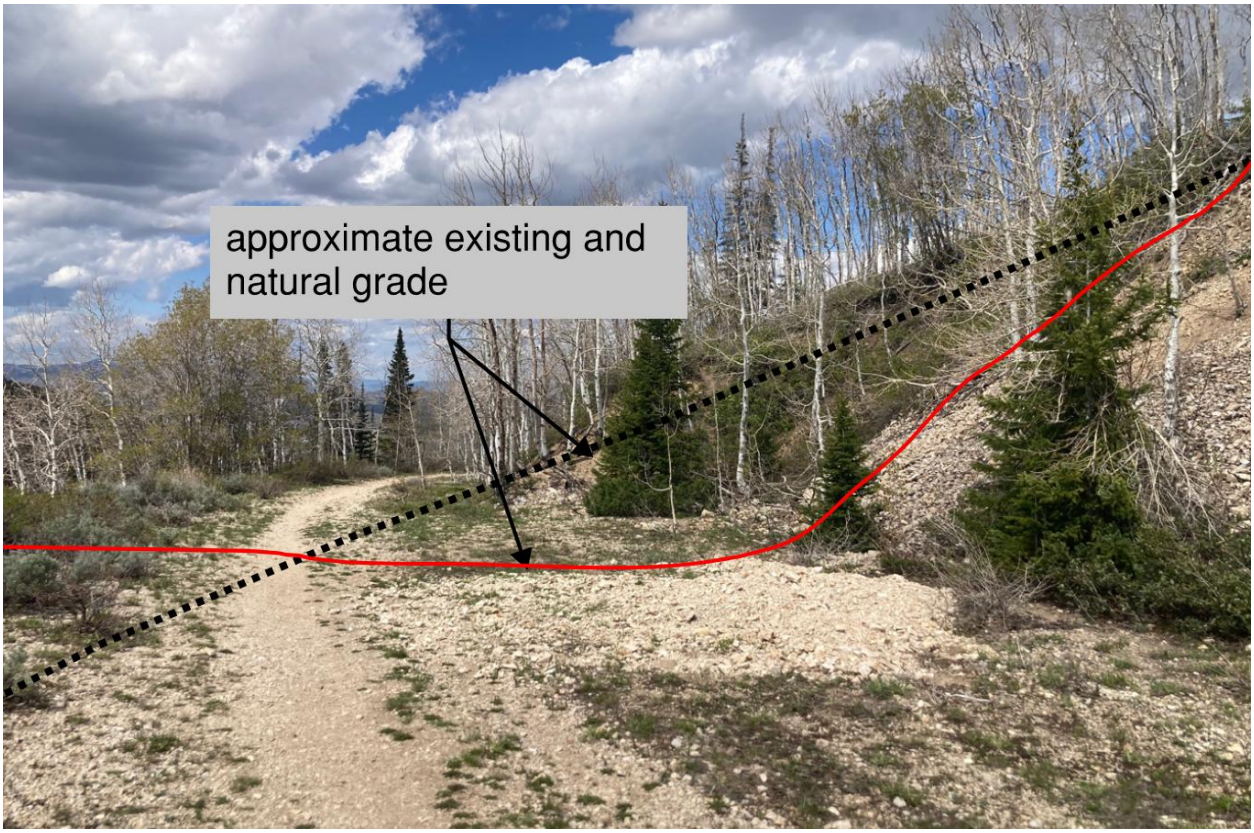
The proposed long-term use of the property is residential. The Planning Commission will review a Conditional Use Permit and Condominium Plat for the four-unit project that will establish private and common areas.

(IV) The Applicant requests additional Building Height for the proposed Multi-Unit Dwelling on the Argus (R-5) Parcel.

LMC Section 15-2.13-4 states the maximum height for Structures in the RD Zoning District is 28 feet from Existing Grade. Because the site is disturbed, a Determination of Natural Grade is needed to establish baseline conditions. The Applicant submitted a survey prepared by Alliance Engineering showing assumed Natural Grade and Existing Grade. The survey indicates significant site disturbance has occurred.

At the request of the City, Horrocks Engineering completed third-party review of the Argus (R-5) Subdivision Plat and assumed Natural Grade survey. The review suggested minor edits to the Applicant's assumed Natural Grade exhibit and concluded that site disturbances dating to the early 1900s and erosion make it difficult to pinpoint the exact Natural Grade. A prominent mining road in the center of the site is one area where significant site disturbance has occurred. The image below shows existing grade in a

solid red line and assumed Natural Grade in a dashed black line:



In response to the third-party review, the Applicant submitted an updated survey prepared by Alliance Engineering. The assumed Natural Grade in the updated survey will serve as the site's Existing Grade and is Attachment 2 of the Final Action Letter.

The Applicant proposes setting a maximum Ridge Line elevation of 8,062 feet on the Argus (R-5) Parcel, up to 17 feet above the adjacent portion of Marsac Avenue. Diagrammatic site sections provided by the Applicant show the proposed Structure extending up to 50 feet above Final Grade (see Figure 4).

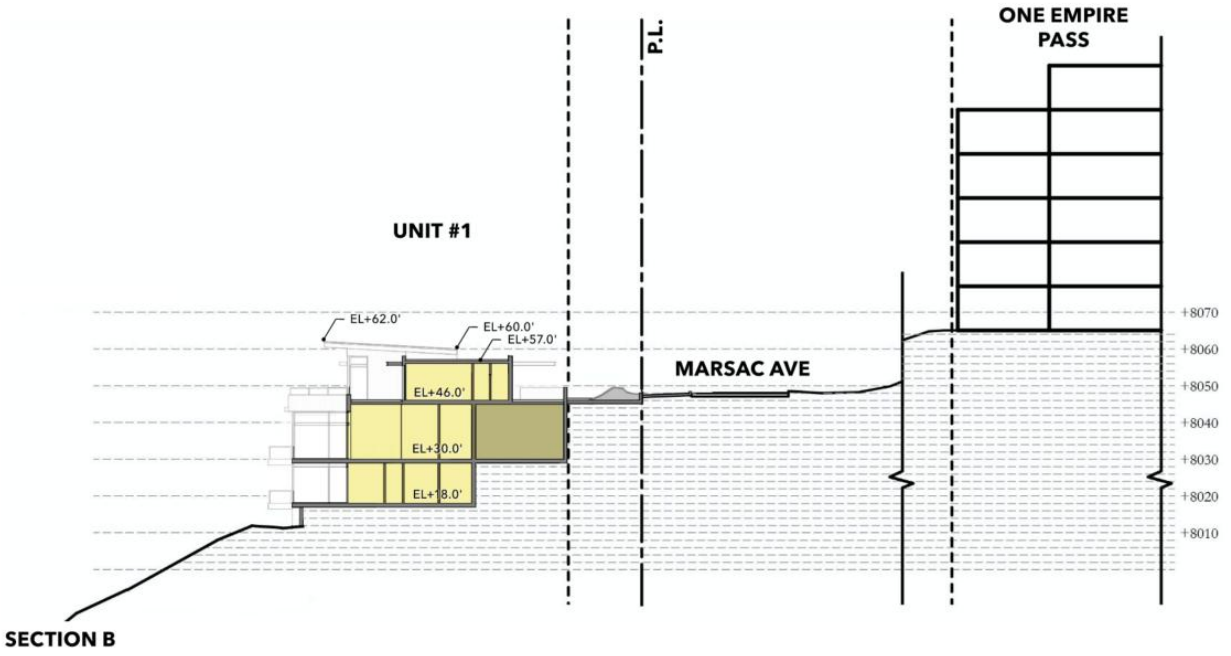


Figure 4: Diagrammatic site section provided by the Applicant showing the proposed Multi-Unit Dwelling extending up to 50 feet above Final Grade.

LMC Section 15-6-5(F) states that the Planning Commission may consider an increase in Building Height based upon a Site-specific analysis. To grant additional Building Height, the Planning Commission must find that the six criteria below are met. The Applicant's responses to these criteria are included in quotations with staff analysis in *italics*. Full review of the proposed Building Height will take place during the Planning Commission's review of the Conditional Use Permit for the proposed Multi-Unit Dwelling.

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

   "In discussions with Park City Municipal Corporation regarding the Exchange Agreement transferring over 300 acres of land to the City, the Applicant originally contemplated development on four separate sites. At the request of the City, the Applicant amended its proposal to increase the density and height on the R-5 site and drop two of the other proposed sites. The proposed density is as approved in the 2025 Flagstaff DA Amendment.

   "Variation in façades and architecture is accomplished through the Empire Pass Design Guidelines and will be further reviewed at CUP approval."

Density for the R-5 site is established by the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass. The Development Agreement allows up to four units totaling up to 24,000 saleable square feet. The Applicant proposes four units totaling 23,990 square feet.

The proposed increase in Building Height does not result in increased square footage.

LMC Section 15-5-8(B) states "Structures that exceed 120 feet in length on any facade shall provide a prominent shift in the mass of the Structure at each 120 foot interval, or less if the Developer desires, reflecting a change in function or scale. The shift shall be in the form of either a fifteen foot (15') change in Building Facade alignment or a fifteen foot (15') change in the Building Height. A combination of both the Building Height and Building Facade change is encouraged and to that end, if the combined change occurs at the same location in the Building plan, a fifteen foot (15') total change will be considered as full compliance." The Applicant updated their proposal to comply with this standard.

The Applicant proposes architectural variation through recessed building elements, articulated roof forms with varied roofing materials and heights, and cantilevered decks (see Figure 5). Condition of Approval 2 requires the following:

"Maximum roof elevation is 8062' subject to the following requirements. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade. Green roofs are encouraged. Roof materials shall have a Solar Reflectance Index of 35 or less."



Figure 5: The west-facing elevation of the proposed Multi-Unit Dwelling has been updated to include stepbacks between the upper stories to break up massing, recessed building elements, articulated roof forms with varied roofing materials and heights, and cantilevered decks.

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

   "The nearest developed property is the One Empire Pass project to the east. The Closest corner of One Empire is approximately 100' away. The proposed ridgeline is 10' below the lowest residential floor in One Empire, the R-5 project, so there is no solar impact.

   "The property to the west is covered by a conservation easement and the property to the north is zoned ROS. Further to the northeast is Lot H in the Moonshadow development approximately 200' away on the other side of the ROS site."

   The nearest Structure, One Empire Pass, is approximately 100 feet east of the proposed Multi-Unit Dwelling. The proposed Structure is downslope from One Empire Pass, and the maximum Height of the Structure is approximately 10 feet lower than the lowest residential floor in One Empire Pass. Therefore, the project is not likely to create problems for neighboring properties such as shadows, loss of solar Access, and loss of air circulation.

   Staff recommends Condition of Approval 15 requiring any Solar Energy Systems to be incorporated into the roof plan or architectural features of the Structure and to be mounted flush to the roof plane, where possible. Solar Energy Systems and mounting equipment shall use non-reflective

finishes, as required by LMC Section 15-5-5(G).

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

   "Marsac Avenue serves as a buffer between the R-5 project and One Empire Pass. The Applicant proposes to landscape the front setback adjacent Marsac Avenue. Landscaping details will be reviewed at time of CUP approval."

   The nearest residential Structure at One Empire Pass is approximately 100 feet east of the proposed Development. The Applicant's conceptual renderings indicate the Front Setback adjacent to Marsac Avenue will be landscaped with trees, shrubs, and grasses (see Figure 6). Detailed landscaping information will be reviewed with a future application for a CUP for the Multi-Unit Dwelling.



Figure 6: Conceptual rendering showing a landscaped Front Setback adjacent to Marsac Avenue.

The Applicant will include a Landscaping Plan with a future application for a Conditional Use Permit for the proposed Multi-Unit Dwelling. Condition of Approval 4 requires landscaping that complies with the City's Water Wise Landscaping and Wildland-Urban Interface requirements. The Landscaping Plan must include Landscaping that effectively screens the perimeter of the Structure.

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

   "With Marsac Avenue serving as a buffer between the R-5 project and One Empire there is approximately 100' of separation between buildings. With a single story façade facing Marsac Avenue, a 20' setback is appropriate. No development is permitted on the ROS zoned Marsac

Claim to the north, so a 12' side setback is also appropriate."

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

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

   LMC Section 15-6-5(D) states MPDs shall contain a minimum of 60% Open Space. The Planning Commission shall designate the preferable type and mix of Open Space based on the guidance given in the General Plan.

   At the time Flagstaff Mountain was annexed, more than 60% of the annexation area was zoned Recreation Open Space. Additionally, the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass that allows the construction of seven residential units on two sites within the Development Pods zoned Residential Development – Master Planned Development was based on the following Open Space contributions:

   - *The transfer or dedication of approximately 310 acres to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:*
     - ***Old Town**: ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.*
     - ***Lower Deer Valley**: ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).*
   - *The transfer of the Empire Pass, Mid-Mountain, and Daly trailheads to the City.*
   - *Payment of an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA). Redus will allow EPMOA to retain funds to spend on City-approved historic preservation projects.*

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

the Historic District.

"The proposed roof elements in the conceptual renderings for the project show steps and other variations in the roofline. The rooflines will be reviewed in greater detail at time of CUP approval."

LMC Section 15-5-5(E-F) prohibits certain roofing materials and roof shapes.The Applicant proposes recessing the roof form at the north end of the Building to create façade relief and articulating roof forms with varied roofing materials and heights to soften the Building's west-facing elevation (see Figure 7). Condition of Approval 2 requires the following:

"Maximum roof elevation is 8062' subject to the following requirements. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade. Green roofs are encouraged. Roof materials shall have a Solar Reflectance Index of 35 or less."



Figure 7: The Applicant proposes recessing the roof form at the north end of the proposed Multi-Unit Dwelling to create façade relief and articulating roof forms with varied roofing materials and heights to soften the Building's west-facing elevation.

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 9, 2025. The *Park Record* published courtesy

notice on July 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 9, 2025.[2]

Public Input

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

Alternatives

The Planning Commission may:

- Approve the proposed Modification to the Village at Empire Pass MPD Volumetrics.
- Deny the proposed Modification to the Village at Empire Pass MPD Volumetrics and direct staff to make findings for the denial.
- Request additional information and continue the proposed Modification to the Village at Empire Pass MPD Volumetrics to a date certain.

Exhibits

A: Draft Final Action Letter
    Attachment 1 – Proposed Modifications to Village at Empire Pass Master Planned Development (R-5 Volumetrics)
    Attachment 2 – Natural Grade
B: Ordinance No. 99-30
C: 1999 Development Agreement
D: Ordinance No. 07-10
E: Ordinance No. 2025-05
F: 2007 Amended and Restated Development Agreement
G: Flagstaff Planned Community Design Guidelines
H: July 28, 2004 Planning Commission Minutes and Pod A Volumetrics
I: Arborist Report for R-5 Site
J: SLO Study for Argus (R-5) Subdivision

[2] LMC Section 15-1-21

Planning Department

August 13, 2025

Redus Park City, LLC

CC: Douglas Ogilvy

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	Argus (R-5) Site – 8946 Marsac Avenue
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Application:	Modification to a Master Planned Development
Project Number:	PL-25-06522
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant Proposes to Modify the Volumetrics for Pod A in Empire Pass Village to include the Argus (R-5) Site for the Future Development of a Four-Unit Multi-Unit Dwelling.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the Modification to the Village at Empire Pass Master Planned Development according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Applicant proposes to modify the Village at Empire Pass Master Planned Development (MPD) to establish Volumetrics Guidelines for the Argus (R-5) Site at 8946 Marsac Avenue within the Flagstaff/Empire Pass Development Pod A.
2. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City. The Flagstaff area is now known as Empire Pass.

3. The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835). Redus is successor-in-title to property previously owned by UPCM.
4. On July 28, 2004, the Planning Commission approved the Village at Empire Pass MPD. Finding of Fact 7 included the density for Pod A, the primary development pod.
5. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
6. On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units in exchange for open space and parcels zoned for density and forwarded a positive recommendation for the City Council's consideration.
7. On April 24, 2025, the City Council adopted Ordinance No. 2025-05 approving the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel and Iron Mountain ("First Amendment") for the construction of seven residential units. Ordinance No. 2025-05 Condition of Approval 5 requires the Applicant to receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.
8. The August 13, 2025 Planning Commission staff report is incorporated herein.

Conclusions of Law

1. The modification to the Village at Empire Pass MPD to establish Volumetrics for the R-5 site, as conditioned, complies with the LMC.
2. The modification to the Village at Empire Pass MPD to establish Volumetrics for the R-5 site, as conditioned:
    a. Complies with all requirements of the Land Management Code;
    b. Meets the minimum requirements of Land Management Code Section 15-6-5;
    c. Provides the highest value of Open Space, as determined by the Planning Commission;
    d. Strengthens and enhances the resort character of Park City;

e. Compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
f. Is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
g. Provides amenities to the community so that there is no net loss of community amenities;
h. Is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
i. Meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
j. Promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
k. Was noticed and the Planning Commission held a public hearing in accordance with Land Management Code Chapter 15-6;
l. Incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application;
m. Addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
n. Addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
o. Addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
p. Addresses and mitigates traffic; and
q. Addresses the long-term operation of the project.

Conditions of Approval

1. The Multi-Unit Dwelling is subject to Conditional Use Permit approval by the Planning Commission.
2. Maximum roof elevation is 8062’ subject to the following requirements:

a. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east.
b. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade.
c. Green roofs are encouraged.
d. Roof materials shall have a Solar Reflectance Index of 35 or less.

3. Building footprint, foundations, and footings shall not extend into Very Steep Slopes. Footings shall be constructed to minimize construction disturbance within Very Steep Slopes. Cantilevered decks shall not extend more than 10 feet over Very Steep Slopes and shall not extend into the Rear Setback. Construction of cantilevered decks shall not include shoring or other disturbances within Very Steep Slopes.
4. The Applicant shall revegetate disturbed areas with plantings that comply with the City's Water Wise Landscaping requirements and Wildland-Urban Interface code.
5. To the extent possible, the Applicant shall protect Significant Vegetation during construction. Landscape plans for the Conditional Use Permit for the Multi-Unit Dwelling shall show all Significant Vegetation as defined in LMC Section 15-2.13-10. Significant Vegetation that is removed during construction must be replaced in-kind or with vegetation compliant with the Wildland-Urban Interface code.
6. The Applicant shall promptly treat and control for noxious weeds during and after construction activities.
7. The Applicant shall conduct vegetation clearing activities outside of the nesting season. If this is not possible, the Applicant shall have a qualified biologist conduct nest-clearance surveys during the nesting season.
8. The Applicant shall submit a landscape plan reviewed and recommended by a wildlife specialist showing the use of wildlife-friendly plantings for native large mammals with any future development application for the site.
9. Landscaping shall be used for screening purposes rather than boulder walls and the site plan submitted for Conditional Use Permit review shall mitigate retaining wall height and length to the extent feasible.
10. Prior to Conditional Use Permit submittal, the Applicant shall obtain approval of the proposed design from the Empire Pass Design Review Board.
11. The Applicant shall comply with the recommended mitigation measures in the Tree Health Report for The Empire/Marsac Tree Parcel dated January 16, 2025.

a. Manage Cytospora canker and root rot in the aspen population by removing infected trees and monitoring healthy trees for signs of stress.
b. Monitor baby fir saplings for signs of pest infestation.
c. Monitor mountain maples for signs of stress and, if possible, develop strategies to improve water retention in the soil.
d. Implement a comprehensive fire mitigation plan to address the heavy surface fuel load
e. Monitor new saplings to track their growth and health.

12. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the First Amendment to the Amended and Restated Flagstaff Mountain Development Agreement.
13. The Applicant shall meet the requirements of the Affordable Housing obligations as outlined in Ordinance No. 2025-05.
14. The Volumetric Study, Attachment 1, is indicative of general intent of the Conditions of Approval. Any future building is subject to Conditional Use Permit approval by the Planning Commission.
15. Any Solar Energy Systems to be incorporated into the roof plan or architectural features of the Structure and to be mounted flush to the roof plane, where possible. Solar Energy Systems and mounting equipment shall use non-reflective finishes, as required by the LMC.

If you have questions or concerns regarding this Final Action Letter, please call 435-731-6088 or email alexander.barton@parkcity.gov.

Sincerely,

Christin Van Dine
Planning Commission Chair

CC: Alec Barton, Senior Planner

Attachment 1 – Proposed Modifications to Village at Empire Pass Master Planned Development (R-5 Volumetrics)

Attachment 2 – Natural Grade

Empire Pass R-5

Residential Program Fit Test

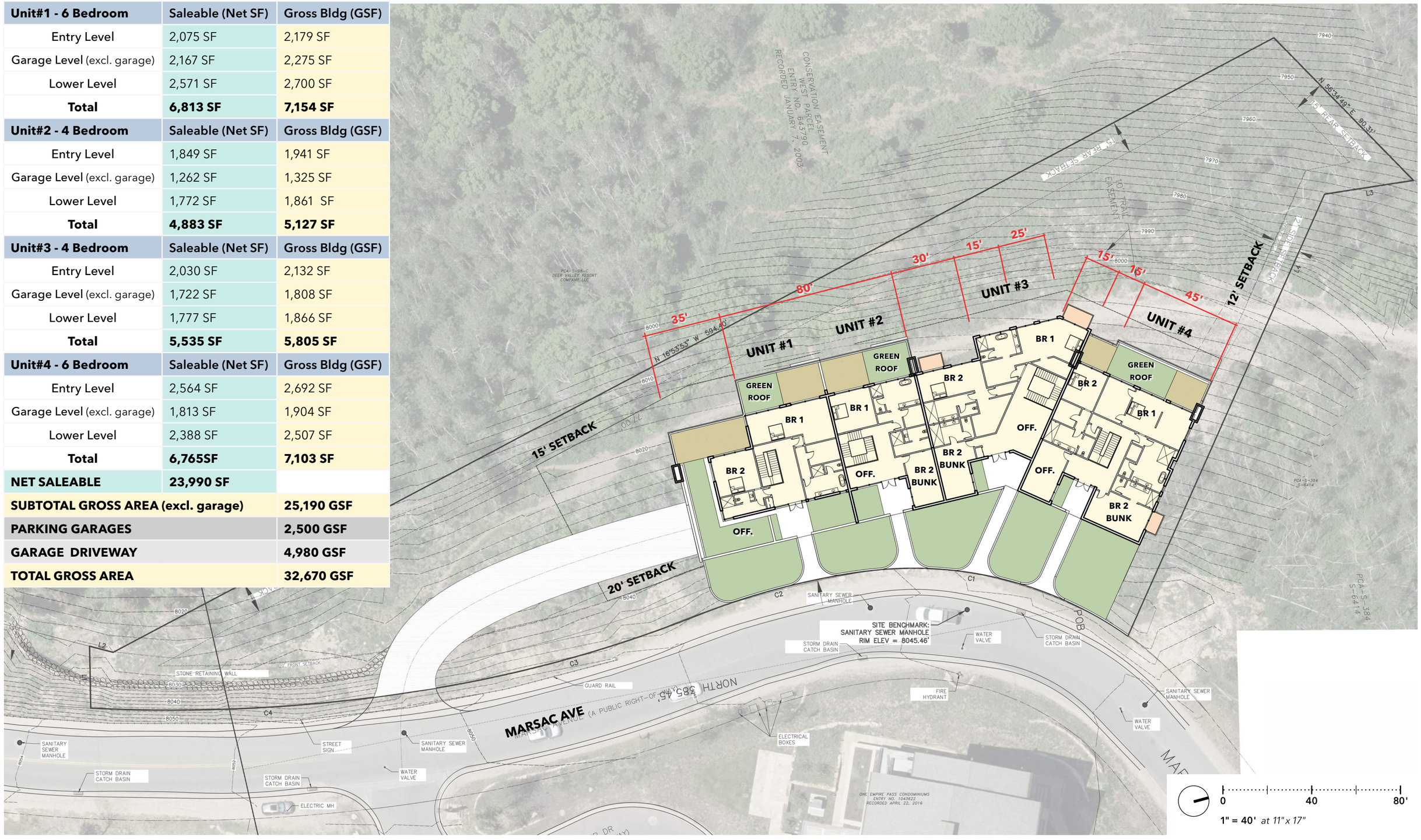
AUGUST 04, 2025

HART HOWERTON

NEW YORK · SAN FRANCISCO

Preliminary Area Tabulation (Conditioned)

Unit#1 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,075 SF	2,179 SF
Garage Level (excl. garage)	2,167 SF	2,275 SF
Lower Level	2,571 SF	2,700 SF
Total	**6,813 SF**	**7,154 SF**
Unit#2 - 4 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	1,849 SF	1,941 SF
Garage Level (excl. garage)	1,262 SF	1,325 SF
Lower Level	1,772 SF	1,861 SF
Total	**4,883 SF**	**5,127 SF**
Unit#3 - 4 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,030 SF	2,132 SF
Garage Level (excl. garage)	1,722 SF	1,808 SF
Lower Level	1,777 SF	1,866 SF
Total	**5,535 SF**	**5,805 SF**
Unit#4 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,564 SF	2,692 SF
Garage Level (excl. garage)	1,813 SF	1,904 SF
Lower Level	2,388 SF	2,507 SF
Total	**6,765SF**	**7,103 SF**
NET SALEABLE	**23,990 SF**	
SUBTOTAL GROSS AREA (excl. garage)		**25,190 GSF**
PARKING GARAGES		**2,500 GSF**
GARAGE DRIVEWAY		**4,980 GSF**
TOTAL GROSS AREA		**32,670 GSF**



Empire Pass R-5 | Entry Level EL +42.0

Empire Pass, Deer Valley UT August 04, 2025

HART HOWERTON

Preliminary Area Tabulation (Conditioned)

Unit#1 - 6 Bedroom	Saleable (Net SF)	Gross Bldg (GSF)
Entry Level	2,075 SF	2,179 SF
Garage Level (excl. garage)	2,167 SF	2,275 SF
Lower Level	2,571 SF	2,700 SF
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Unit#2 - 4 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	1,849 SF	1,941 SF
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Lower Level	1,772 SF	1,861 SF
Total	**4,883 SF**	**5,127 SF**
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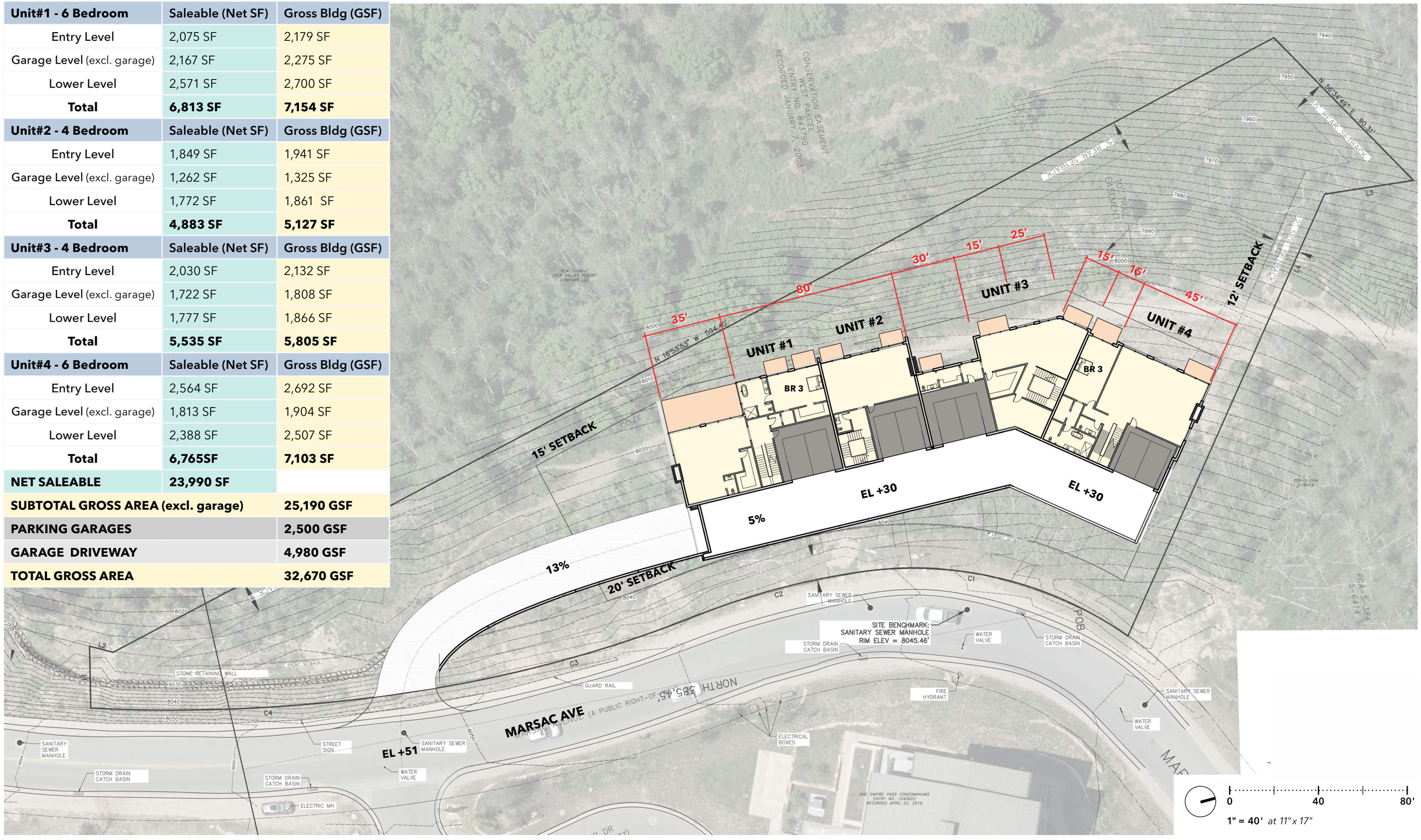
Lower Level	1,777 SF	1,866 SF
Total	**5,535 SF**	**5,805 SF**
Unit#4 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,564 SF	2,692 SF
Garage Level (excl. garage)	1,813 SF	1,904 SF
Lower Level	2,388 SF	2,507 SF
Total	**6,765SF**	**7,103 SF**
NET SALEABLE	**23,990 SF**	
SUBTOTAL GROSS AREA (excl. garage)		**25,190 GSF**
PARKING GARAGES		**2,500 GSF**
GARAGE DRIVEWAY		**4,980 GSF**
TOTAL GROSS AREA		**32,670 GSF**

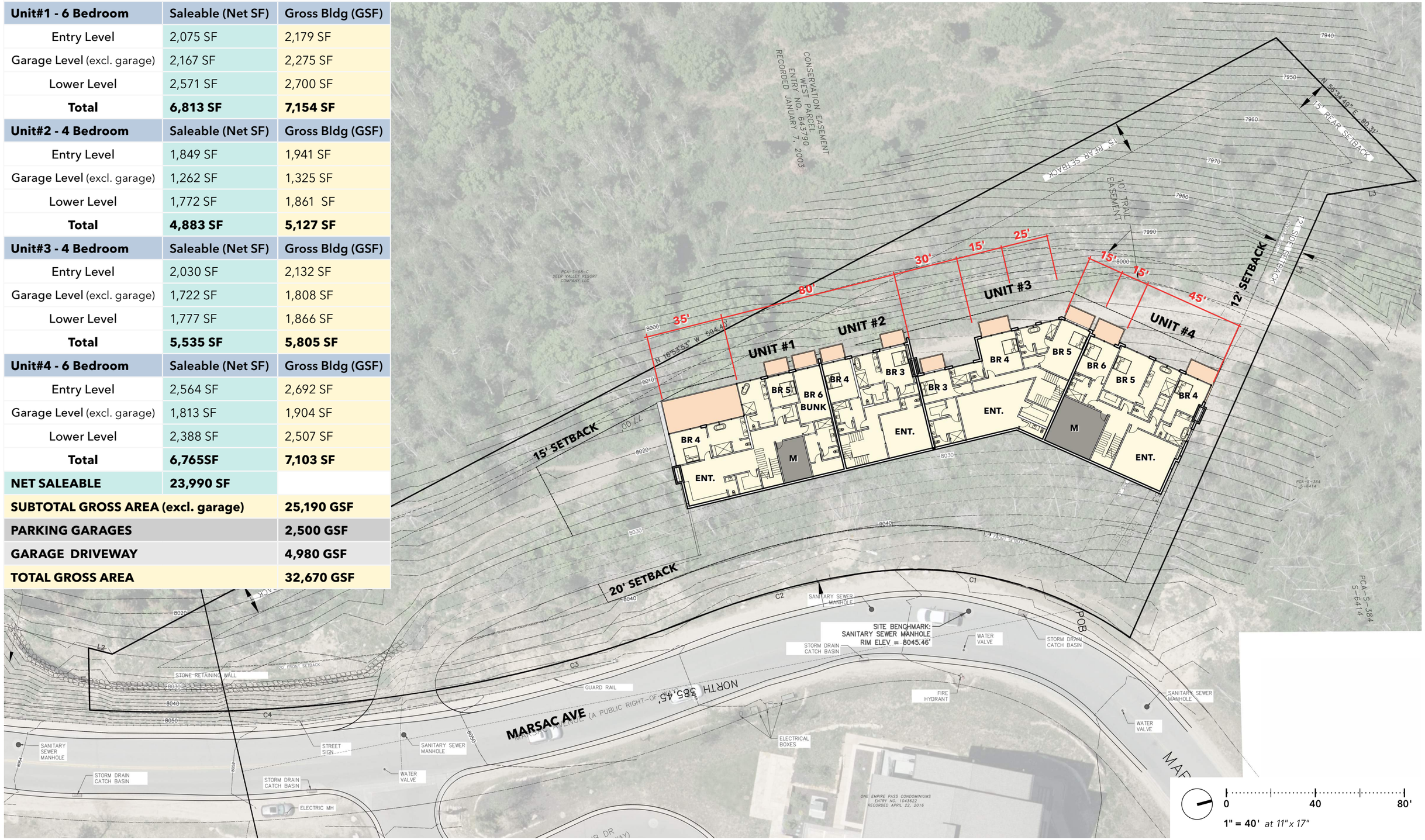


Empire Pass R-5 | Garage Level EL +30.0

Empire Pass, Deer Valley UT August 04, 2025

Preliminary Area Tabulation (Conditioned)

Unit#1 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,075 SF	2,179 SF
Garage Level (excl. garage)	2,167 SF	2,275 SF
Lower Level	2,571 SF	2,700 SF
Total	**6,813 SF**	**7,154 SF**
Unit#2 - 4 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	1,849 SF	1,941 SF
Garage Level (excl. garage)	1,262 SF	1,325 SF
Lower Level	1,772 SF	1,861 SF
Total	**4,883 SF**	**5,127 SF**
Unit#3 - 4 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,030 SF	2,132 SF
Garage Level (excl. garage)	1,722 SF	1,808 SF
Lower Level	1,777 SF	1,866 SF
Total	**5,535 SF**	**5,805 SF**
Unit#4 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,564 SF	2,692 SF
Garage Level (excl. garage)	1,813 SF	1,904 SF
Lower Level	2,388 SF	2,507 SF
Total	**6,765SF**	**7,103 SF**
NET SALEABLE	**23,990 SF**	
SUBTOTAL GROSS AREA (excl. garage)		**25,190 GSF**
PARKING GARAGES		**2,500 GSF**
GARAGE DRIVEWAY		**4,980 GSF**
TOTAL GROSS AREA		**32,670 GSF**



Empire Pass R-5 | Lower Level EL +18.0

Empire Pass, Deer Valley UT August 04, 2025

HART HOWERTON

Preliminary Area Tabulation (Conditioned)

Unit#1 - 6 Bedroom	**Saleable (Net SF)**	**Gross Bldg (GSF)**
Entry Level	2,075 SF	2,179 SF
Garage Level (excl. garage)	2,167 SF	2,275 SF
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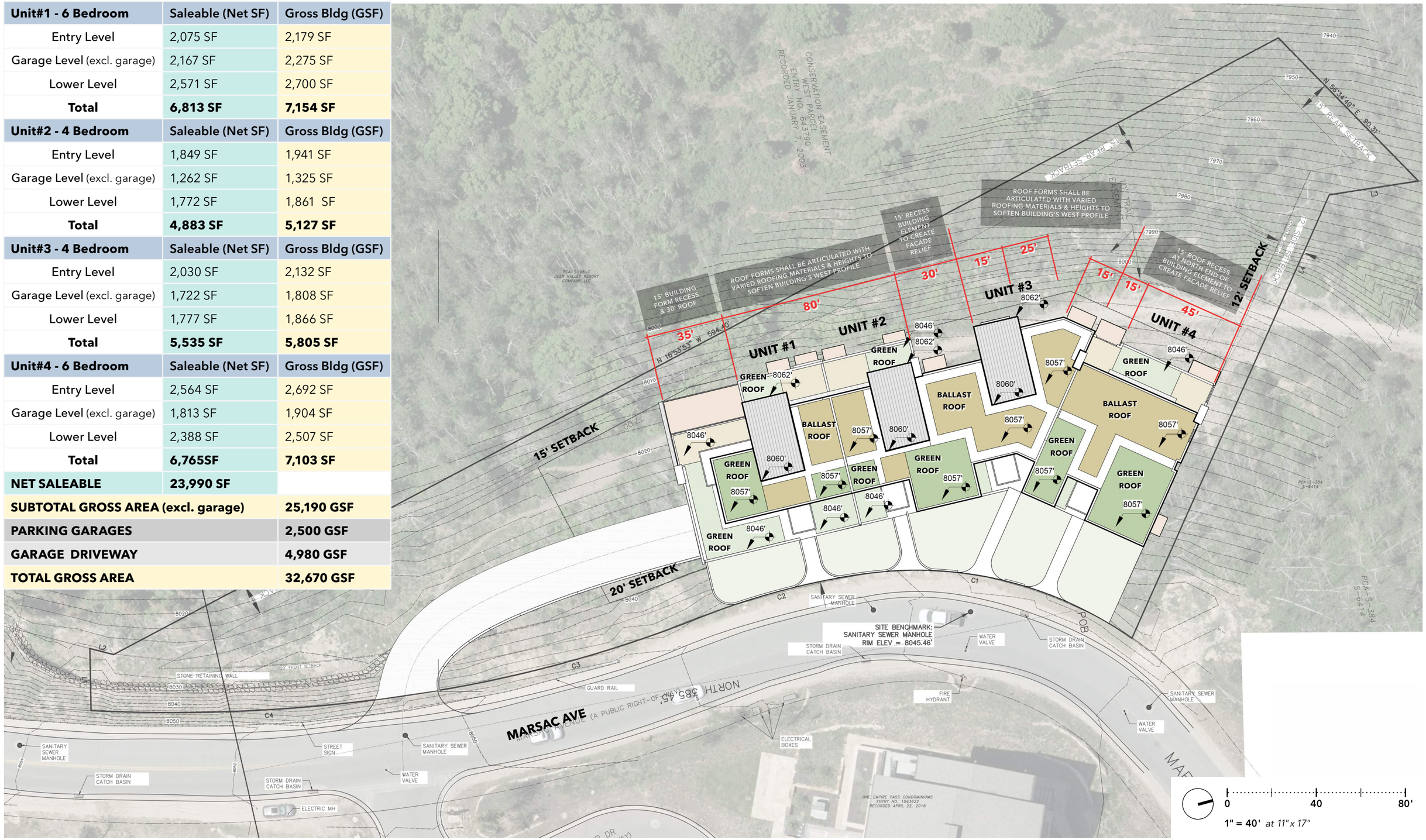
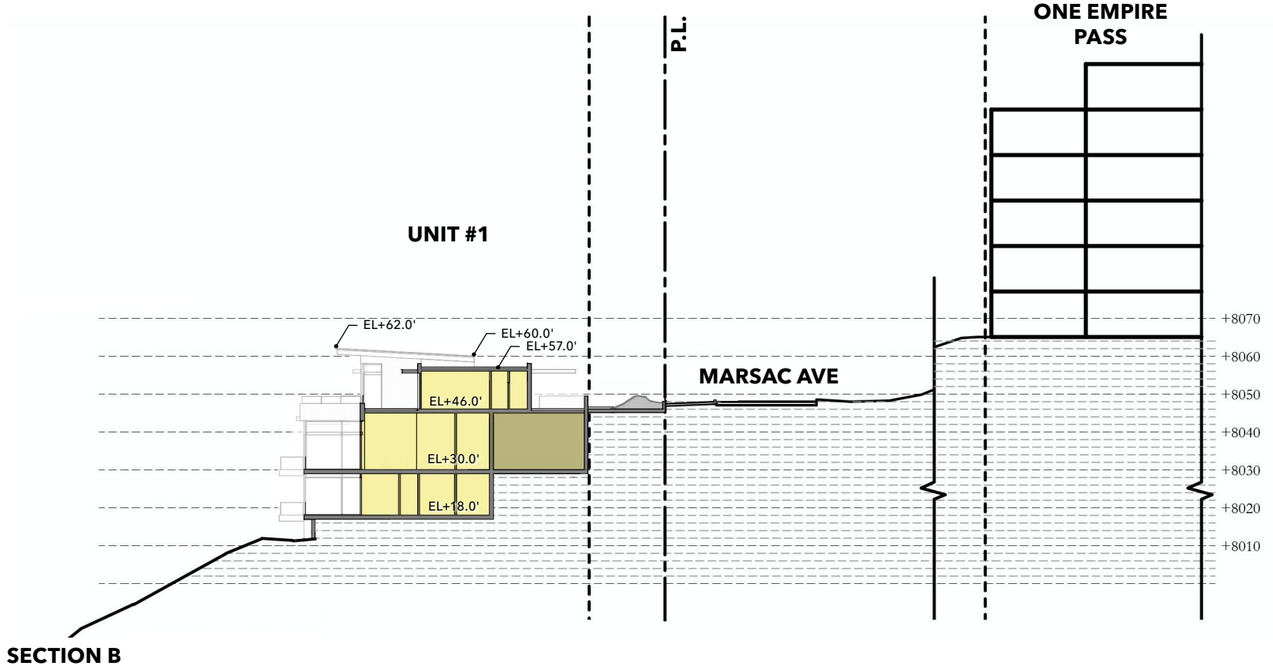
PARKING GARAGES		**2,500 GSF**
GARAGE DRIVEWAY		**4,980 GSF**
TOTAL GROSS AREA		**32,670 GSF**

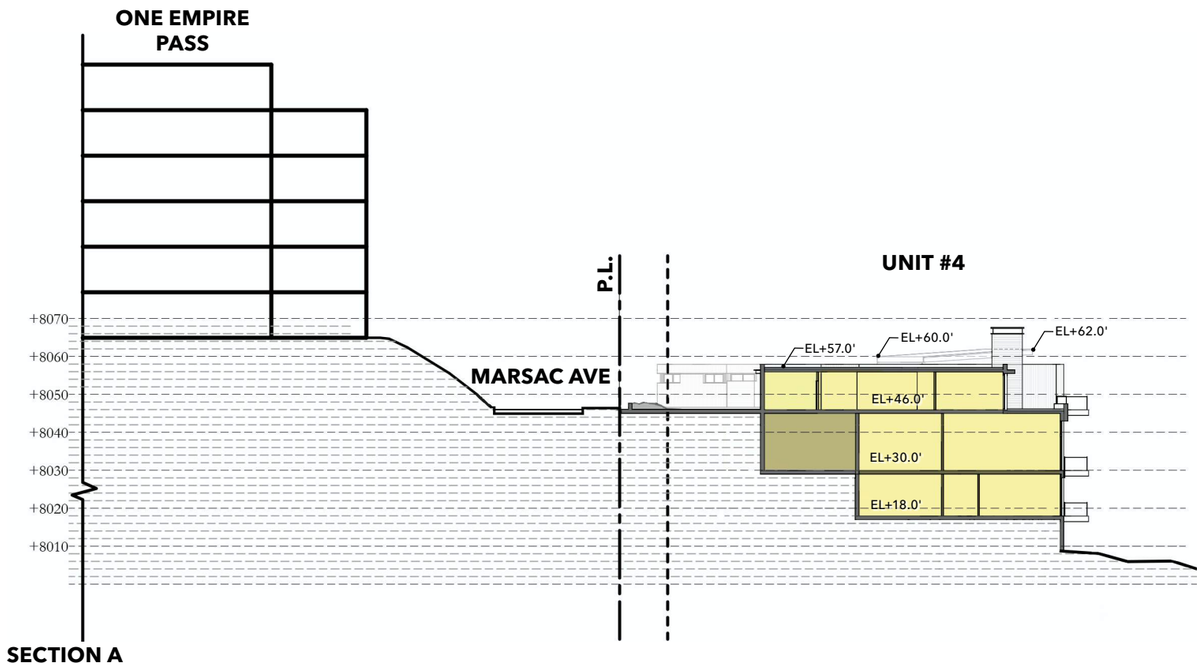


Empire Pass R-5 | Entry Level EL +42.0

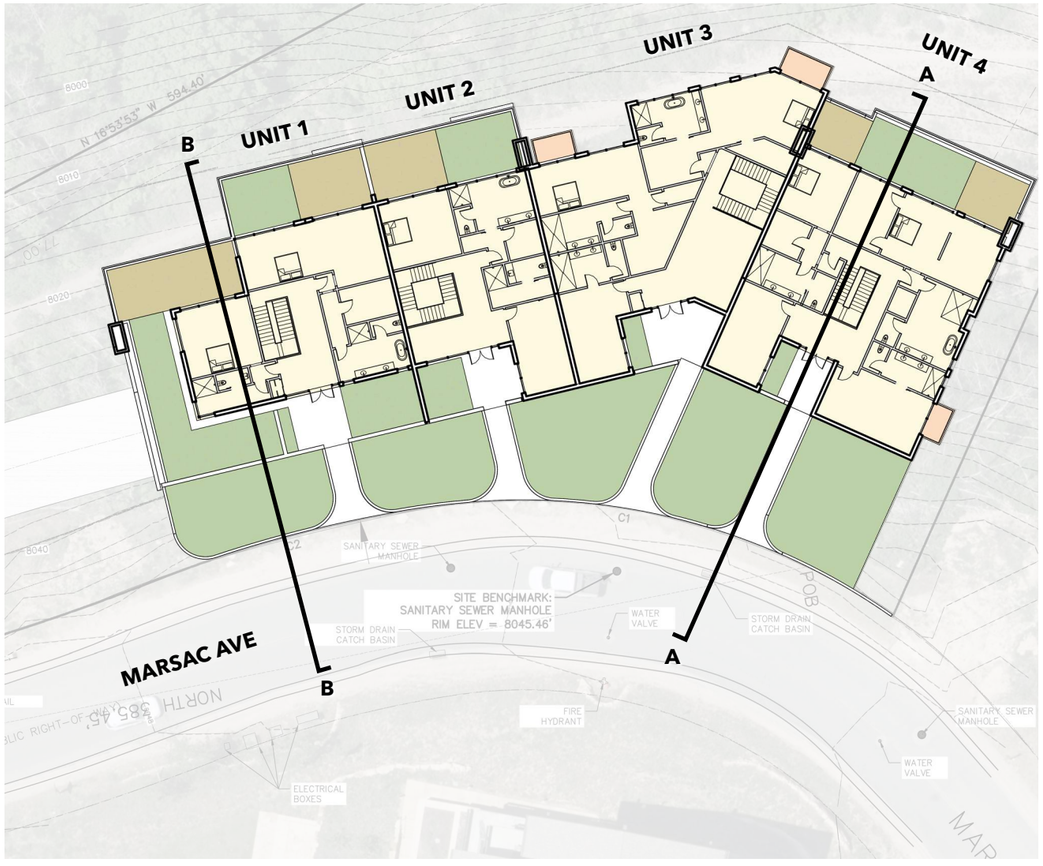
Empire Pass, Deer Valley UT August 04, 2025



SECTION B



SECTION A



SECTION KEY PLAN

0 40 80'

1" = 40' *at 11"x 17"*

Empire Pass R-5 | Diagrammatic Site Section

Empire Pass, Deer Valley UT August 04, 2025



Empire Pass R-5 | 3D Model View - Aerial View toward Northeast

Empire Pass, Deer Valley UT August 04, 2025

HART HOWERTON



Empire Pass R-5 | 3D Model View - Aerial View toward Southwest

Empire Pass, Deer Valley UT August 04, 2025

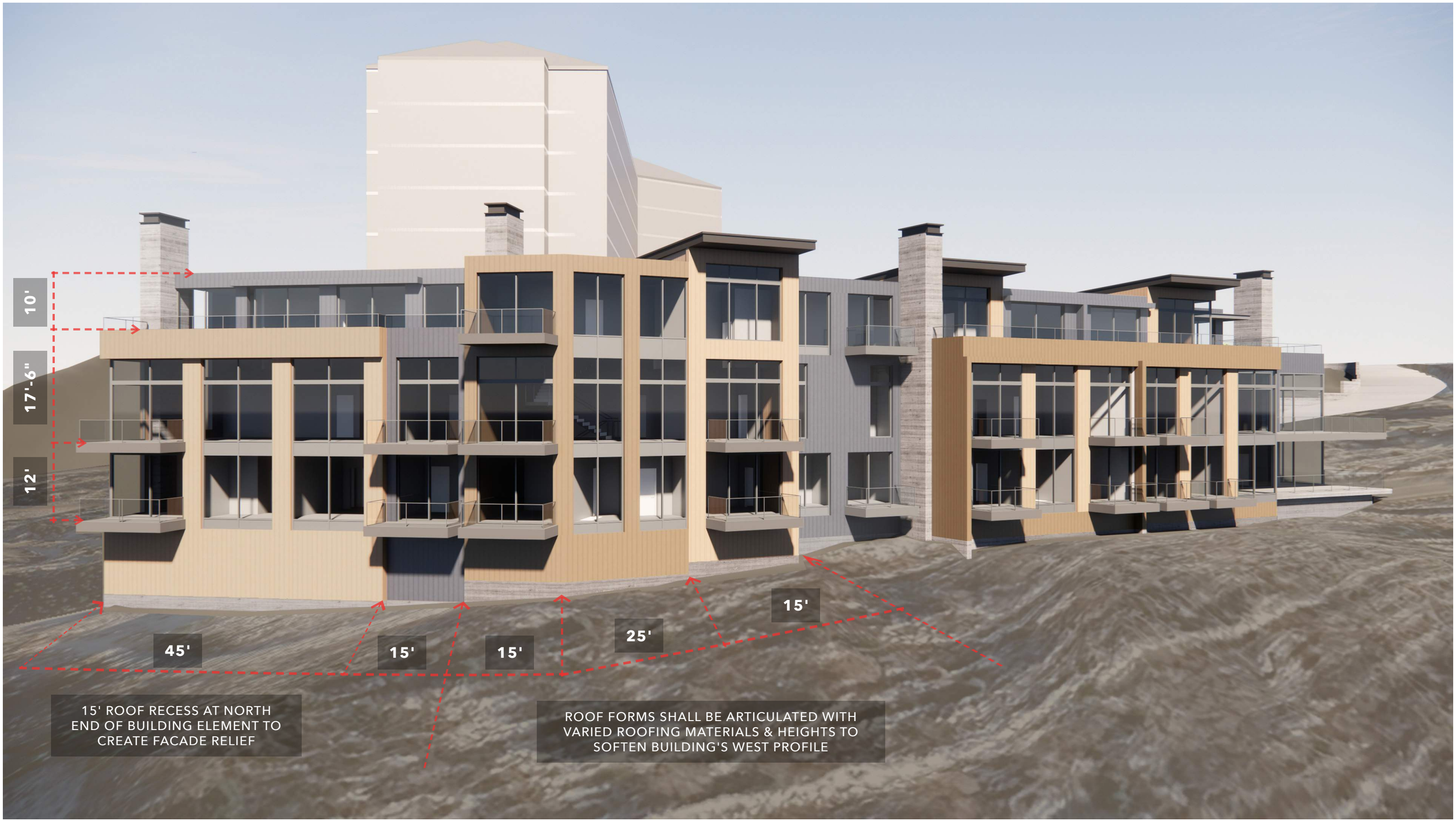
HART HOWERTON



Empire Pass R-5 | 3D Model View - View toward East

Empire Pass, Deer Valley UT August 04, 2025

HART HOWERTON



Empire Pass R-5 | 3D Model View - View toward East

Empire Pass, Deer Valley UT August 04, 2025

HART HOWERTON

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 80°09'00" W	28.03' (26.03')
L2	N 25°28'58" E	11.06'
L3	S 2°10'00" W	40.70'
L4	S 55°00'00" E	71.40'
L5	S 42°52'33" W	9.49'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	168.63'	101.89'	34°37'05"
C2	325.00'	76.37'	13°27'50"
C3	575.58'	119.30'	11°52'33"
C4	725.00'	160.59'	12°41'28"



435-649-9467

ALLIANCE ENGINEERING

CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS

P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

STAFF:
CONNOR FRASER
THOMAS VAUGHN

DATE: 06/24/25

HISTORICAL NATURAL GRADE
TAX PARCEL PCA-S-98-SD-5

FOR: REDUS, LLC
JOB NO.: 12-2-16
FILE: x\Empire\dwg\srv\topo2016\120216-SD-5 Site\120216.dwg

SHEET 1 OF 2

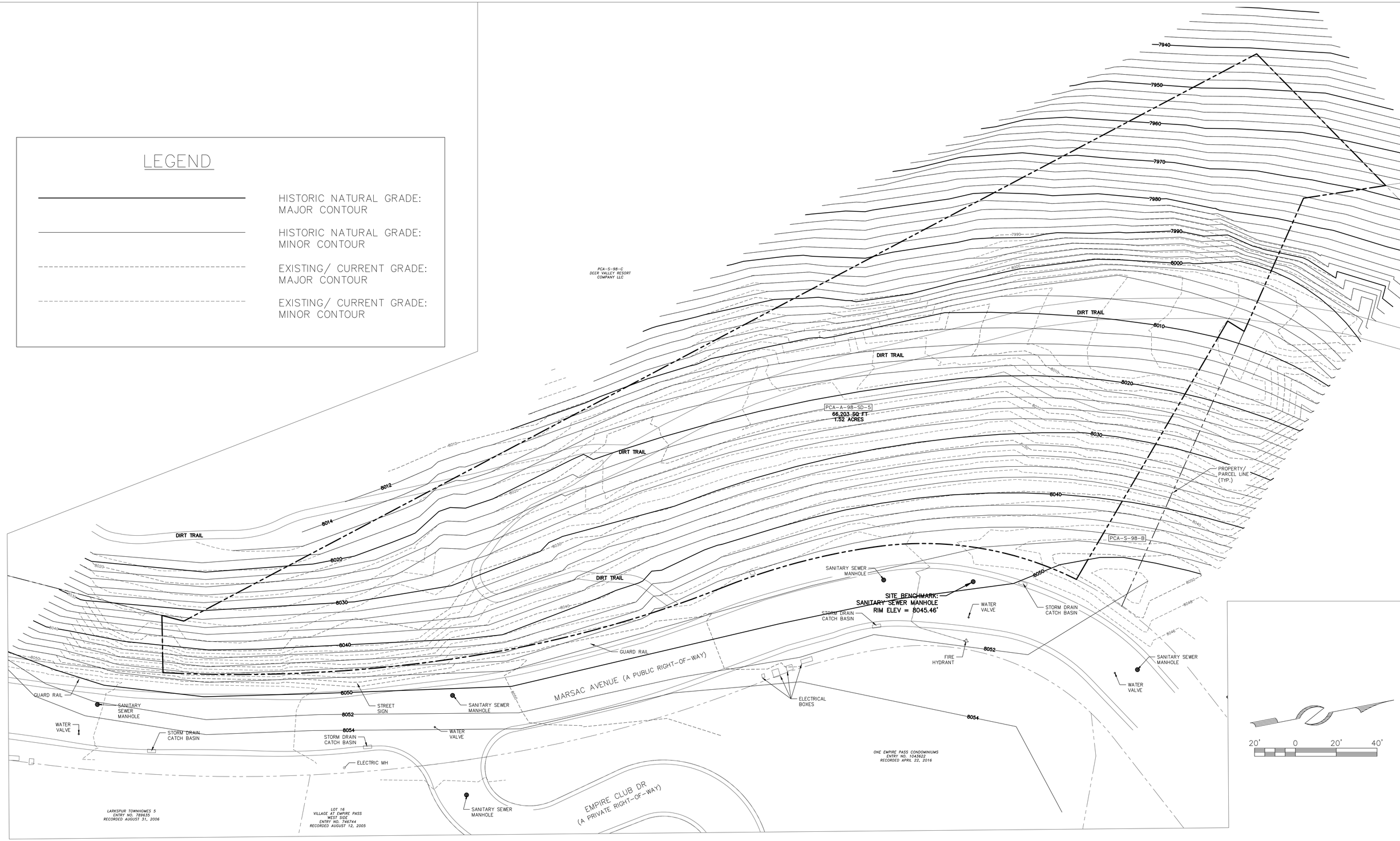
LEGEND

HISTORIC NATURAL GRADE: MAJOR CONTOUR

HISTORIC NATURAL GRADE: MINOR CONTOUR

EXISTING/ CURRENT GRADE: MAJOR CONTOUR

EXISTING/ CURRENT GRADE: MINOR CONTOUR



435-649-9467

ALLIANCE ENGINEERING

CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS

P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

STAFF:
CONNOR FRASER
THOMAS VAUGHN

DATE: 06/24/25

HISTORICAL GRADE VS. EXISTING GRADE
TAX PARCEL PCA-S-98-SD-5

FOR: REDUS, LLC
JOB NO.: 12-2-16
FILE: x\Empire\dwg\srv\topo2016\120216-SD-5 Site\120216.dwg

SHEET 2 OF 2

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

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

PARK CITY 1884

00545109 Bk01277 Pg00553-00555

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE $.00 BY MAT
REQUEST: PARK CITY MUNICIPAL CORP

Ordinance No. 99-30

AN ORDINANCE ANNEXING APPROXIMATELY 1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN INTO THE CORPORATE LIMITS OF PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO INCLUDE THE ANNEXED AREA

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, an d based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

EXHIBIT B

Refer to Recorder File 99-

Recorded this ___ day of

_____, 1999

at Book #___ Page #_____.

ORIGINAL

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

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

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

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, 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; and

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has 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; and

G. WHEREAS, the Parties intend to enter into this 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 into the City.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

[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.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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[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.

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 sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

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

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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.

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[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.

1.17 **"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 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:

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;

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

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 84 acres.

2.2.1.3. **Maximum Density**. The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential 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 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

[6] Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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. The majority of the required parking areas will be fully enclosed and/or constructed underground.

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

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

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

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

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[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.

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.

2.4.1.3. **Viewpoint Restrictions**. Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts[10] 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

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[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.

[10] As well as summertime visual impacts.

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 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 public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. 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-style[11]), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 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.

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[11] Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

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.

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

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[12] The Park City Fire Marshall may not cause the access to be plowed simply for pubic 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 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) 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, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional $1,000,000 ($2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend $1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **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.

2.9.5 **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.

2.9.6 **Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area[13], 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.

2.9.7 **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 Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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

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.

2.9.8 **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.

2.9.9 **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.

2.9.10 **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.

2.9.11 **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.

2.9.12 **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.

2.9.13 **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 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:

2.10.2.1 **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.

2.10.2.2 **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

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[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.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 **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.

2.10.2.4 **Runaway Truck Lane**. DEVELOPER, or an affiliate of DEVELOPER, shall construct a run-away 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.

2.10.2.5 **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.

2.10.2.6 **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.

2.10.2.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **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.

2.10.3 **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:

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

2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling[16] and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.3.3 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.

2.10.3.4 Dust and soils monitoring and containment, along with

[16] Developer shall stockpile all earthen material on site.

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

2.10.3.5 Temporary public access trails throughout construction.

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

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. 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 units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 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

2.10.4.3 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

2.10.4.4 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

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

2.10.5 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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 adequate[17] 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

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[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]

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 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

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[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.

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 reallignment 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

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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.

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
P.O. Box 1450
Park City, UT 84060

Copy to:
Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

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

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Copy to:
Wendy A. Faber
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 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

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Exhibit L	Map 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 as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: _____
Bradley A. Olch, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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APPROVED AS TO FORM:

Jodi Hoffman, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

By: Hank Rothwell
Title: President

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
445 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, 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.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

T. L. O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

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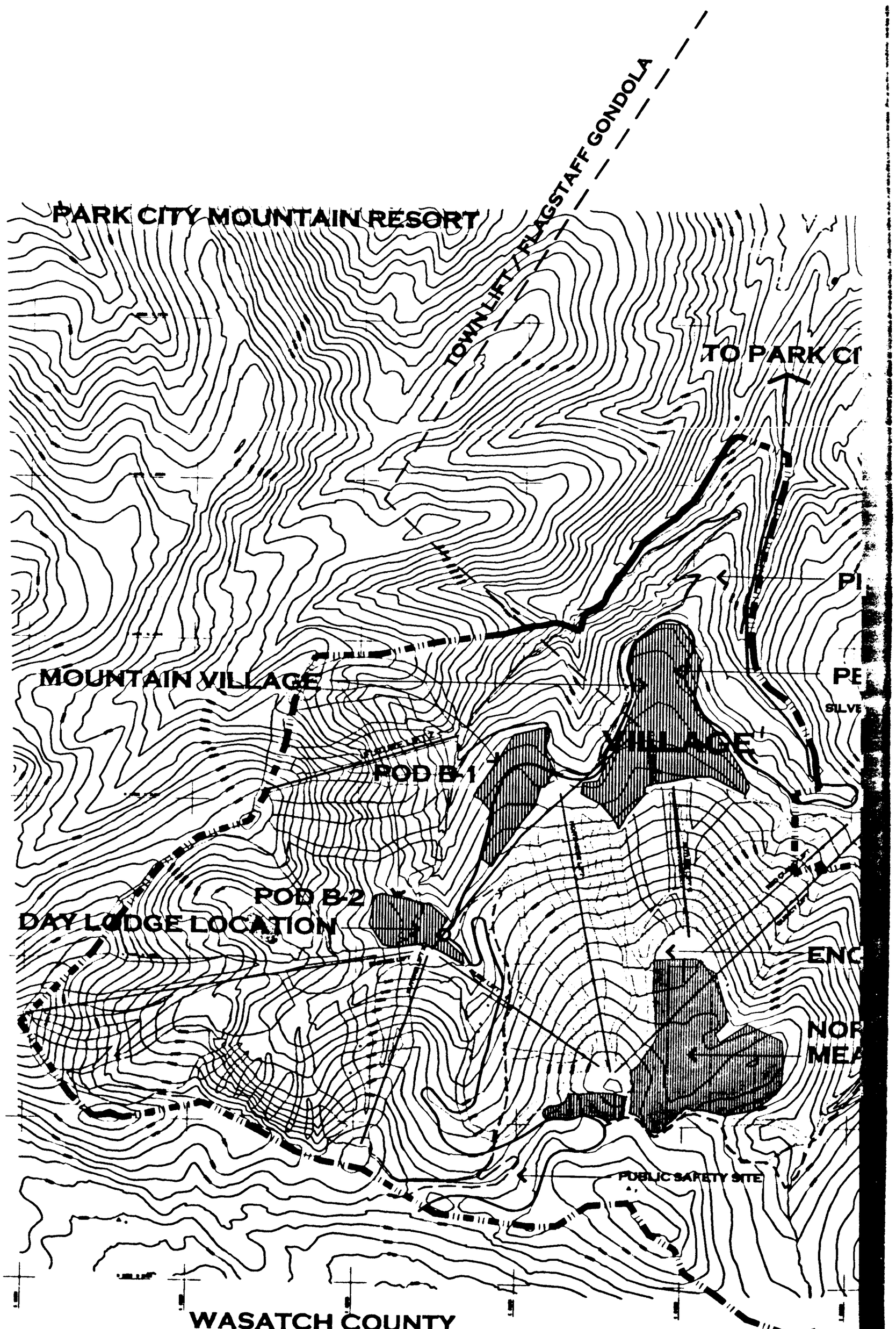

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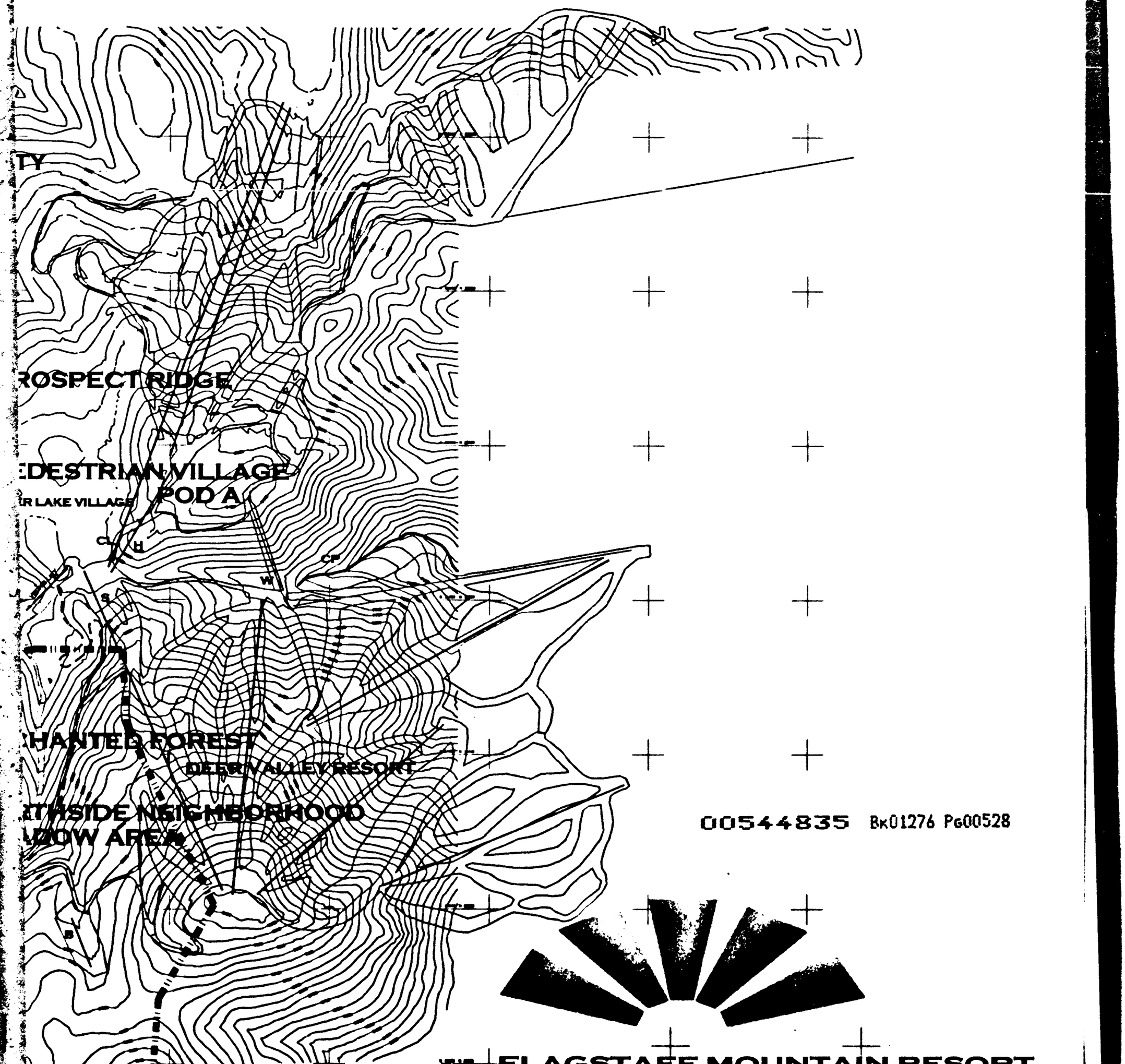

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FLAGSTAFF MOUNTAIN RESORT

DEER VALLEY, UTAH

SUMMIT COUNTY, UTAH

UNITED PARK CITY MINES COMPANY

JOSEPHSON DENNIS

EXHIBIT A

Exhibit A

FLAGSTAFF MOUNTAIN AT DEER VALLEY

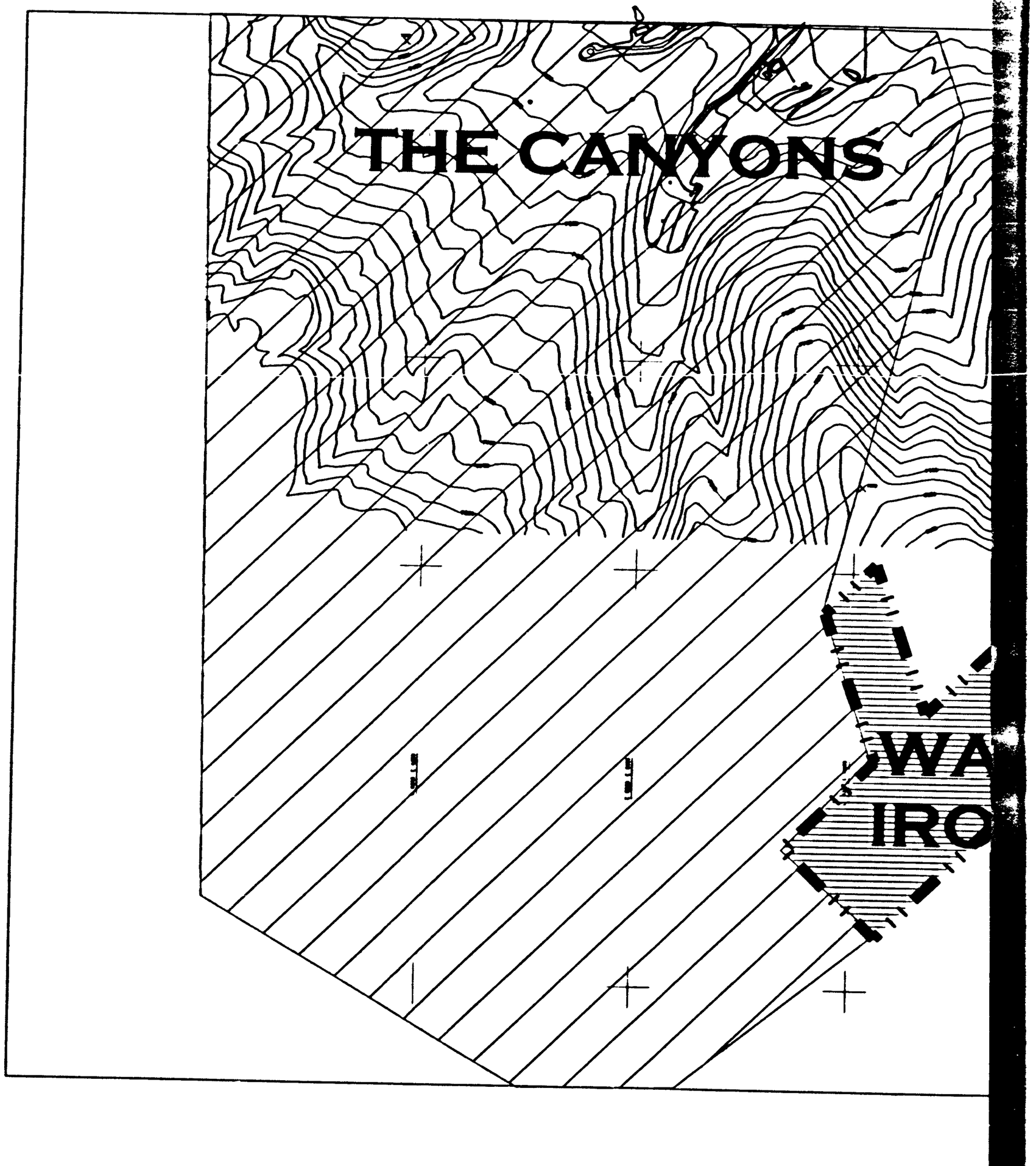
Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.



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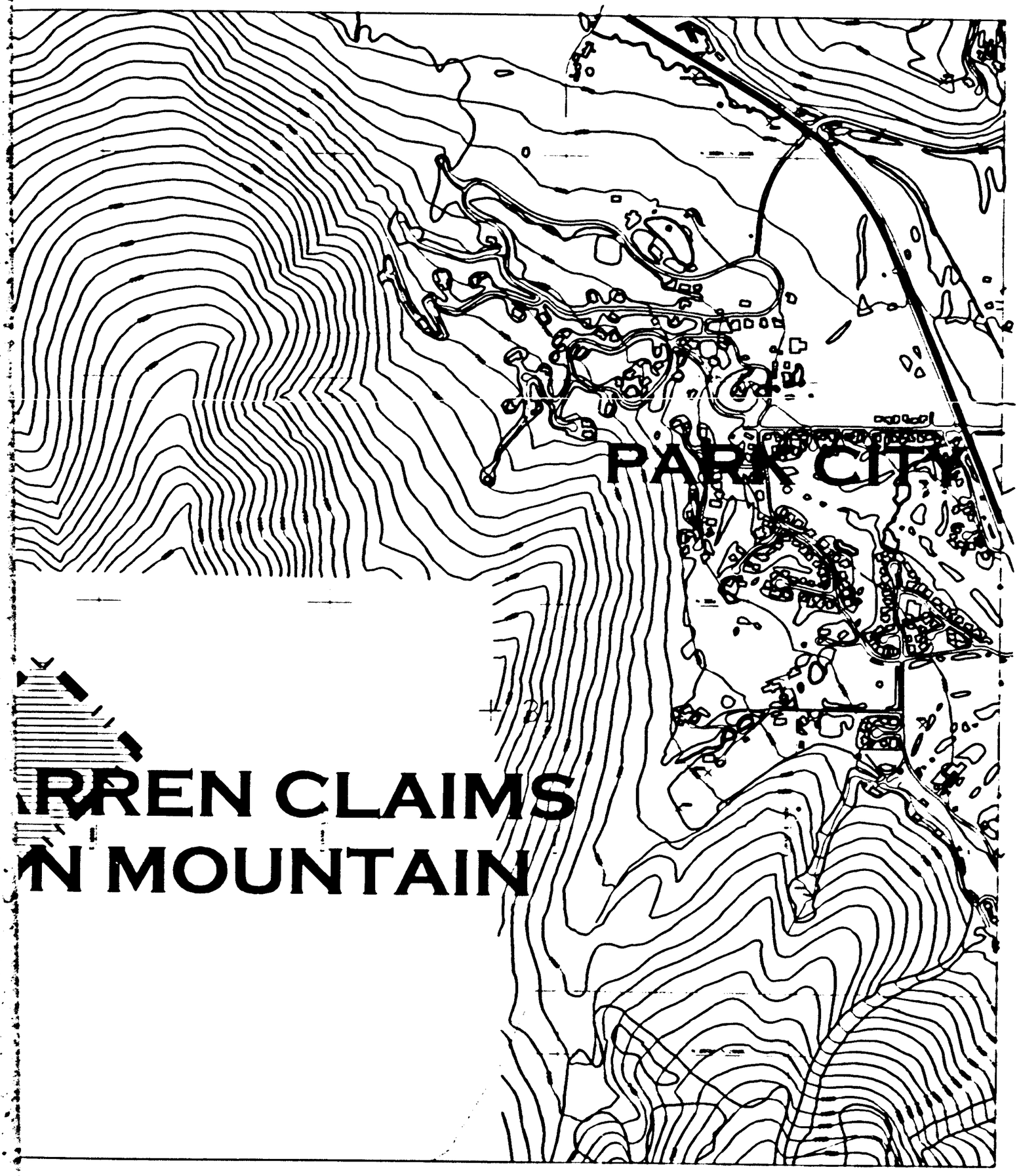

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IRON MOUNTAIN PARCEL

1999

0 800 2000

SUMMIT COUNTY, UTAH

PREPARED FOR
UNITED PARK CITY MINES COMPANY

PARK CITY, UTAH

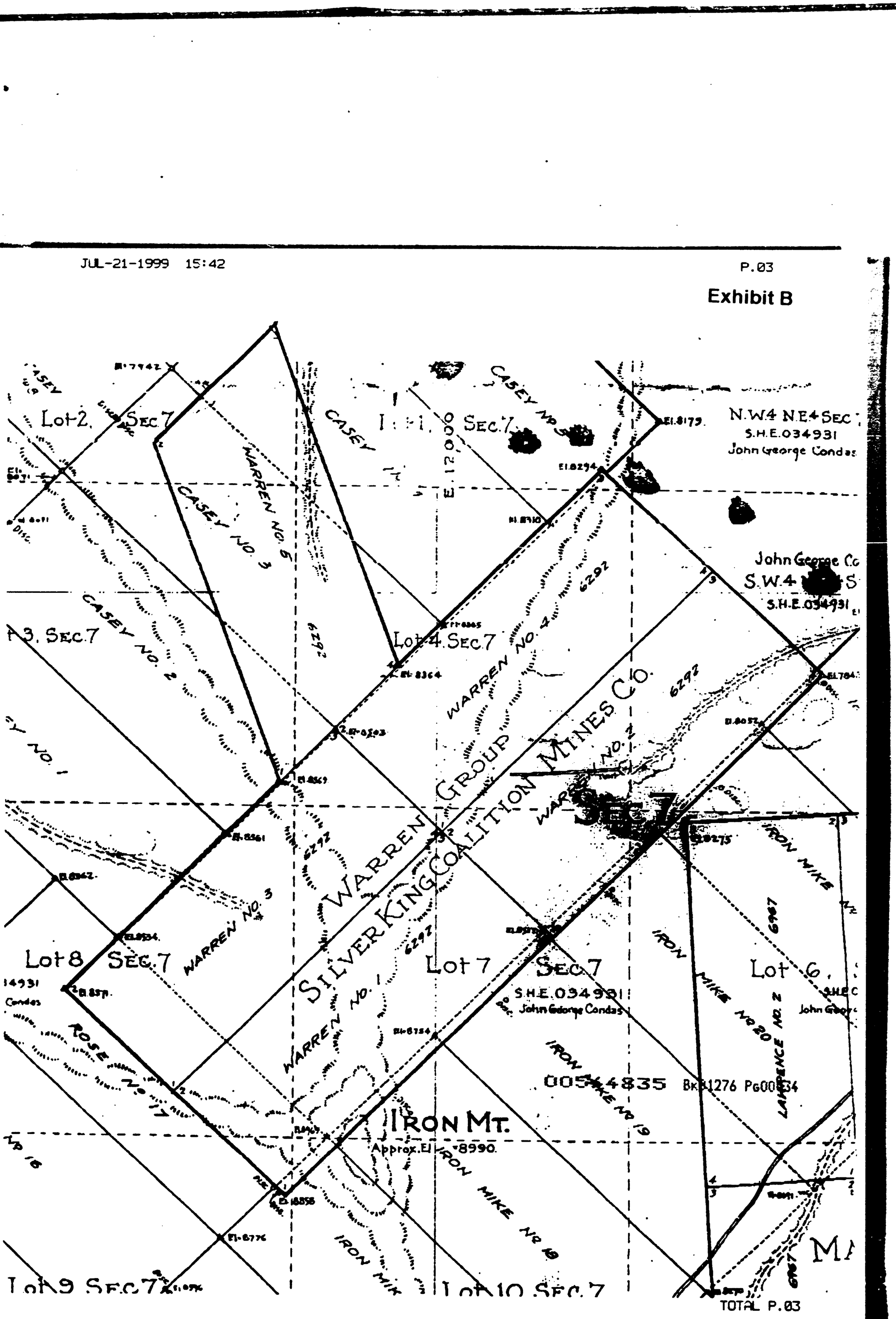
SURVEYED
JOSEPHSON DESIGN

P.O. Box 1720
PARK CITY, UTAH 84060

DATE SURVEYED

EXHIBIT B

Exhibit B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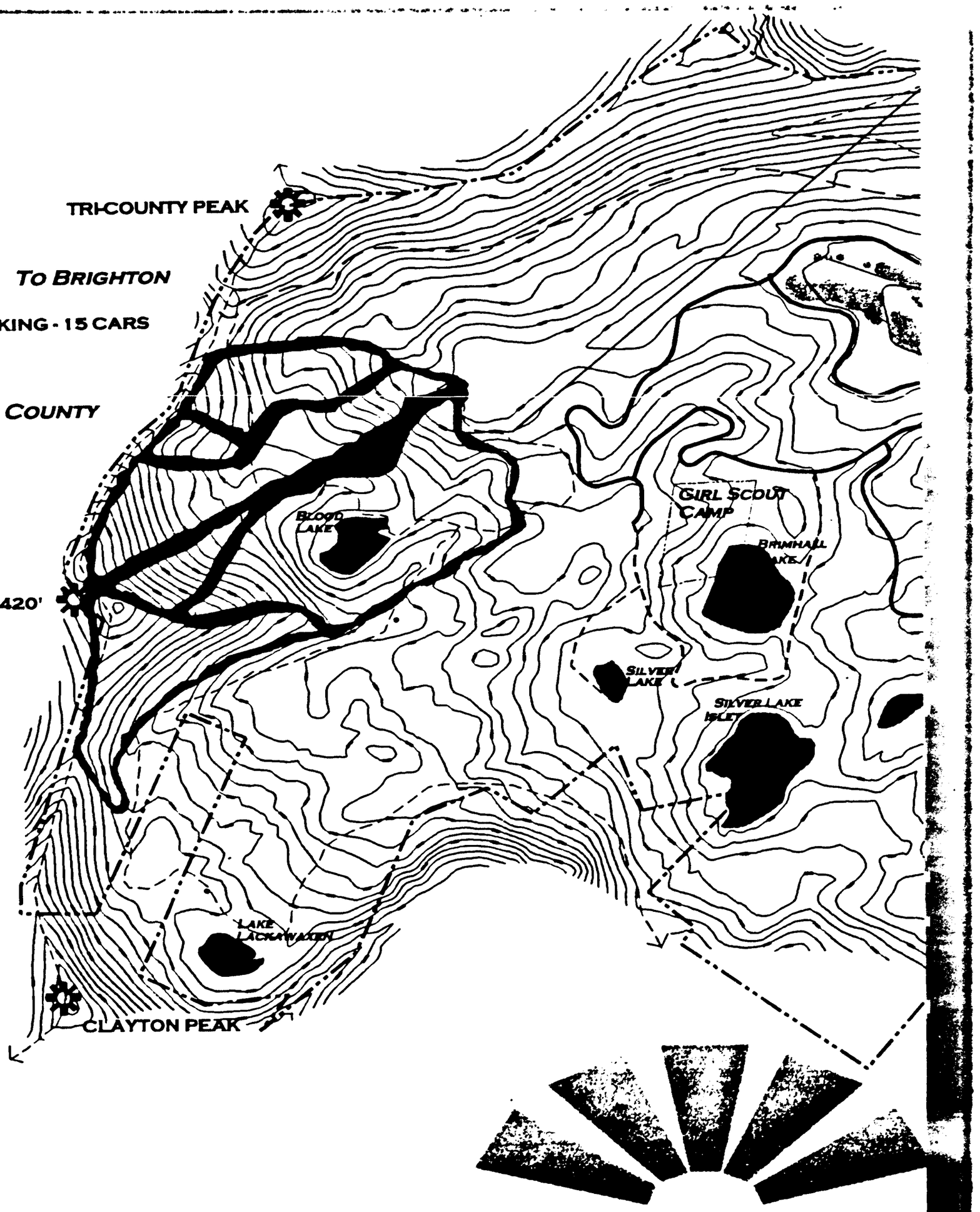
Sec 7
N.W.4 N.E.4 Sec 7
S.H.E.034931
John George Condos
John George Co
S.W.4 S
S.H.E.034931
Lot 3 Sec 7
Lot 4 Sec 7
Lot 8 Sec 7
Lot 7 Sec 7
S.H.E.034931
John George Condos
Lot 6
Lot 9 Sec 7
Lot 10 Sec 7
IRON MT.
Approx. El. 8990.
WARREN GROUP
SILVER KING COALITION MINES CO.
CASEY NO. 1
CASEY NO. 2
CASEY NO. 3
WARREN NO. 3
WARREN NO. 4
WARREN NO. 5
WARREN NO. 6
IRON MIKE
IRON MIKE NO. 19
IRON MIKE NO. 20
LAWRENCE NO. 2
ROSE NO. 17
ROSE NO. 16
6292
6969
005-4835 Bk 1276 Pg 0034
TOTAL P.03

Exhibit B

FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5, MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN.LGL



JUNE 1999

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BONANZA MOUNTA

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LAND PLANNING:
JOSEPHSON DESIGN
P. O. Box 1705
PARK CITY, UTAH 84060
(801) 647-7444

EXHIB

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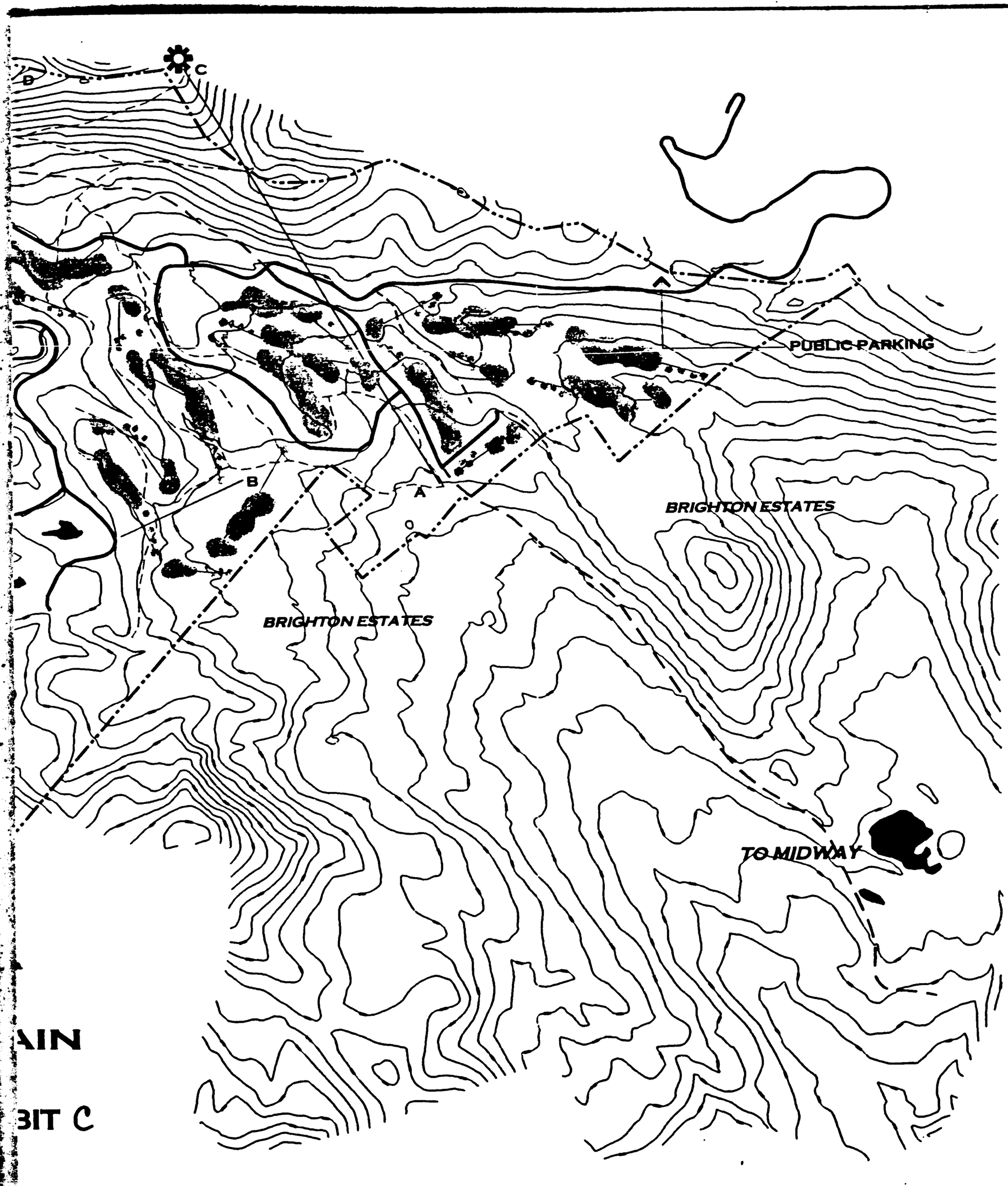

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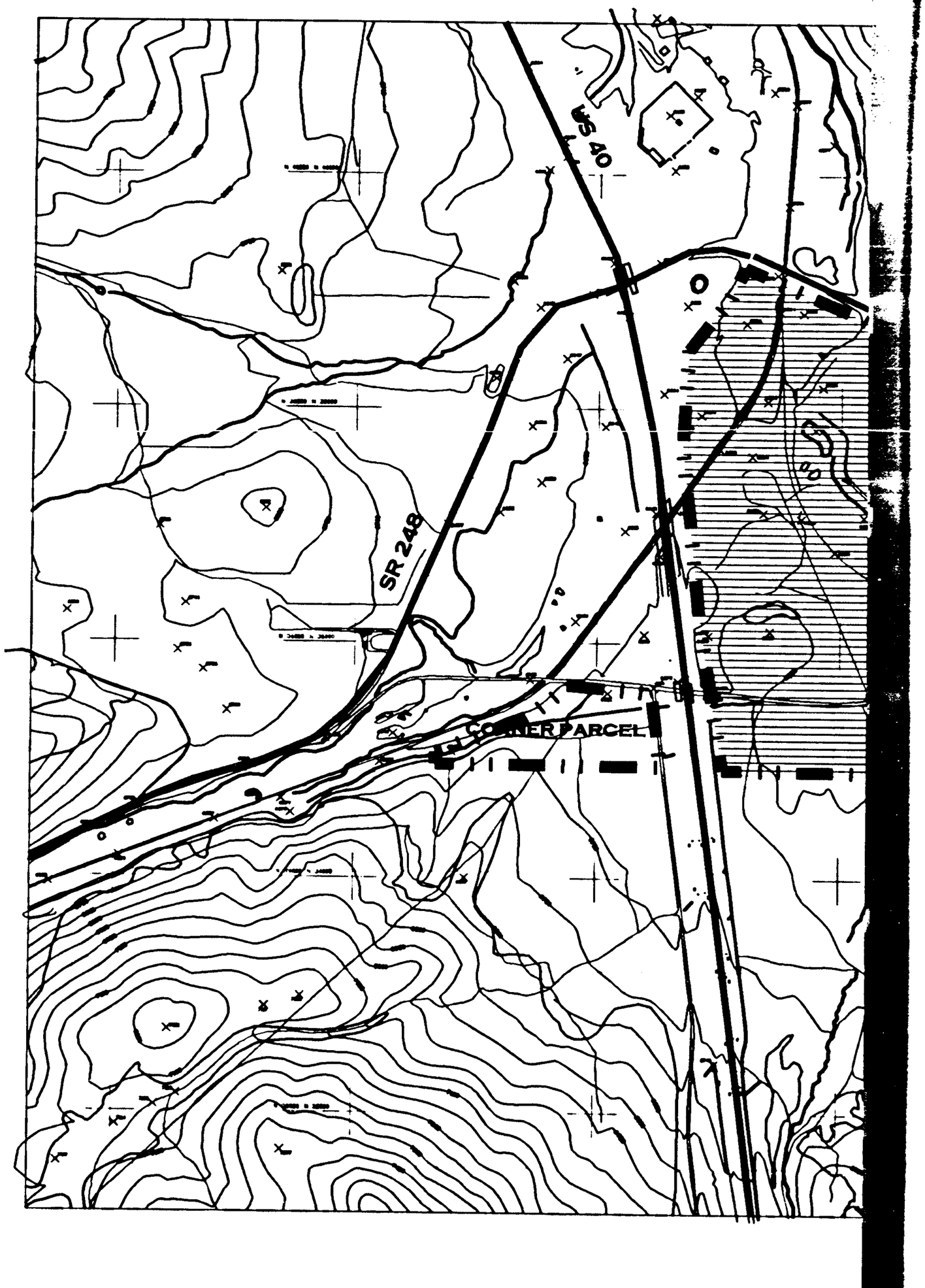

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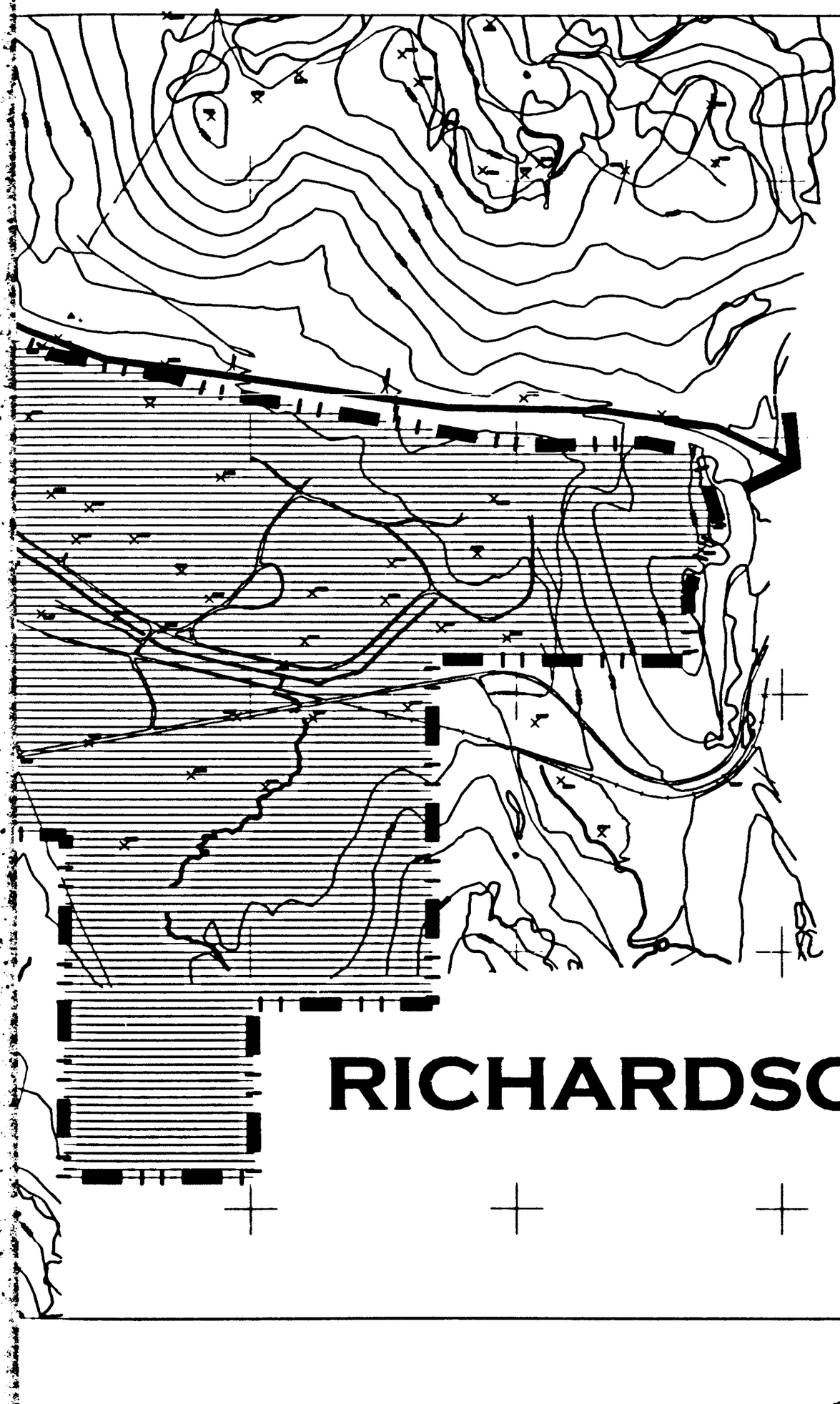


TO KAMAS

RICHARDSON FLATS

00544835 Bk01276 Pg00539

RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1750
PARK CITY, UTAH 84060
(801) 649-8011

APRIL 1999

0 400 800 2000

EXHIBIT D

Exhibit D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

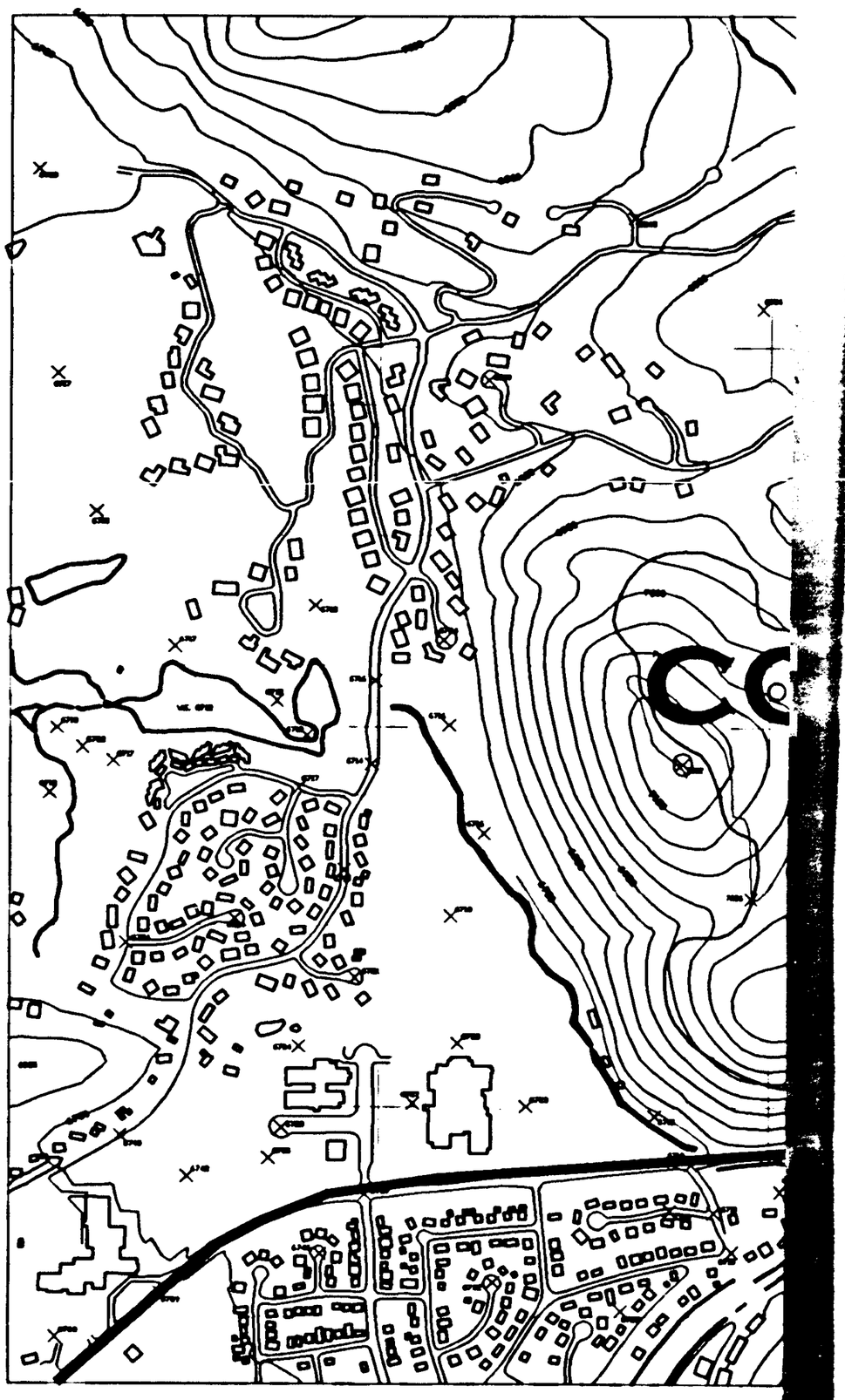
Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South 64°34'17" East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North 07°48'30" West 569.42 Feet more or less;
Thence North 30°03'00" East 491.00 Feet along said County Line to County Line Marker 138;
Thence North 15°43'00" West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South 18°25'57" West;
Thence along said curve, through a central angle of 12°57'43" a distance of 380.03 Feet;
Thence North 87°46'51" West 300.64 Feet;
Thence South 88°33'10" West 541.22 Feet;
Thence North 85°26'18" West 193.25 Feet;
Thence North 78°57'34" West 621.06 Feet;
Thence North 81°30'46" West 503.42 Feet;
Thence North 76°56'20" West 501.60 Feet;
Thence North 81°30'46" West 700.00 Feet;
Thence North 71°23'40" West 227.68 Feet;
Thence North 79°09'47" West 994.80 Feet;
Thence North 66°54'08" West 590.16 Feet;
Thence North 64°10'15" West 167.19 Feet;
Thence North 89°53' 00" West 978.55 Feet;
Thence South 25°23'31" West 116.87 Feet to a point on the northerly section line of said section 2;
Thence South 00°45'29" West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
Thence South 5°56'20" West 253.60 Feet;
Thence South 5°56'20" West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South 84°01'04" East;
Thence along said curve, through a central angle of 9°17'52" a distance of 390.52 Feet;
Thence South 3°23'37" East 105.10 Feet;
Thence South 7°04'23" East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
Thence South 7°04'23" East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
Thence South 7°04'24" East 48.63 Feet;
Thence South 1°27'27" West 202.24 Feet;
Thence South 40°00'00" East 554.91 Feet;
Thence South 31°40'49" West 481.87 Feet;

RICHARDSON FLAT DESCRIPTION
Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;
Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;
Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;
Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;
Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;
Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;
Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;
Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;
Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;
Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

Contains 573 acres more or less.



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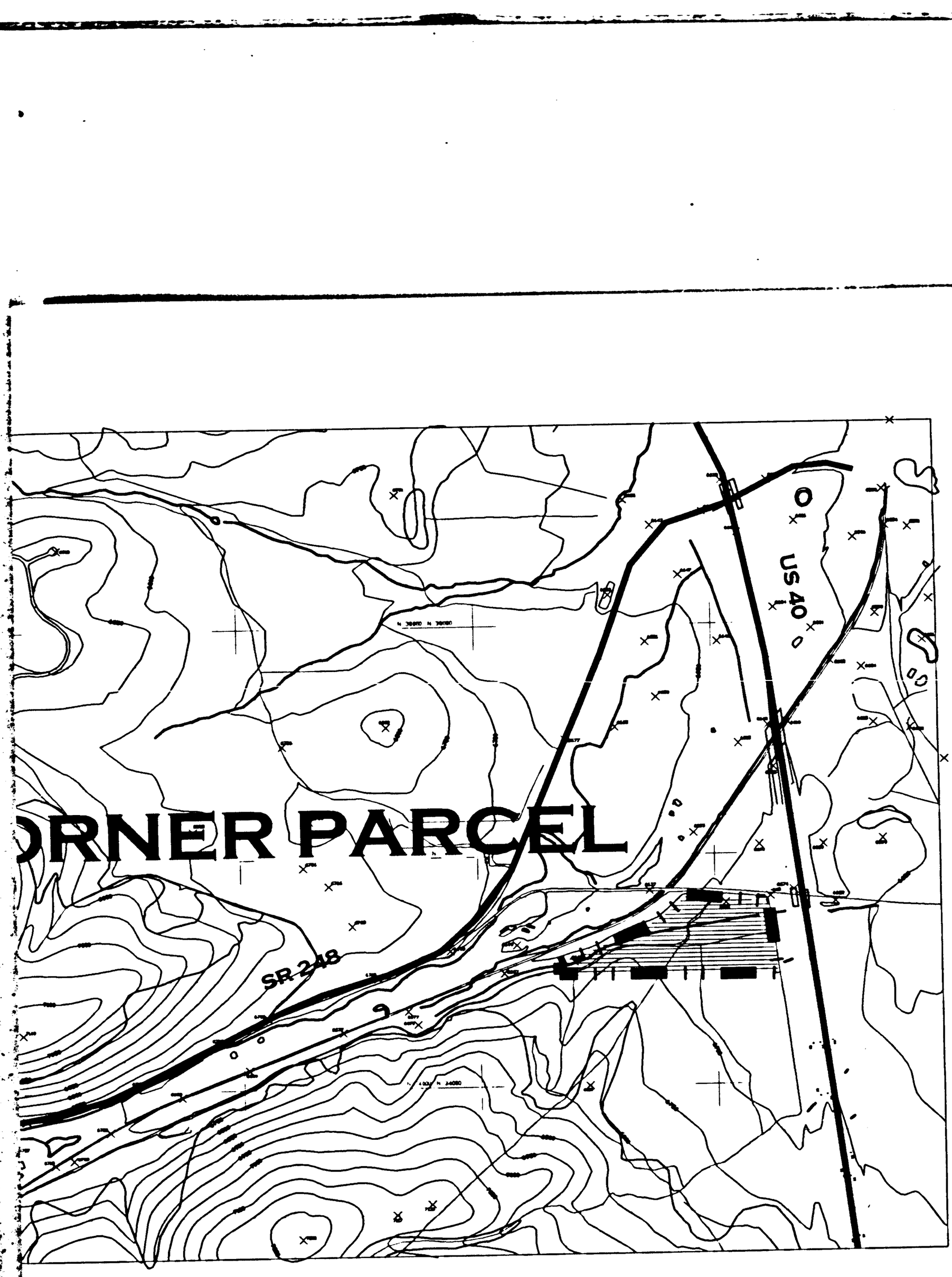

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800 2000

CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1758
PARK CITY, UTAH 84060
(801) 647-7704

00544835 Bk01276 Pg00543

EXHIBIT E

Exhibit E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

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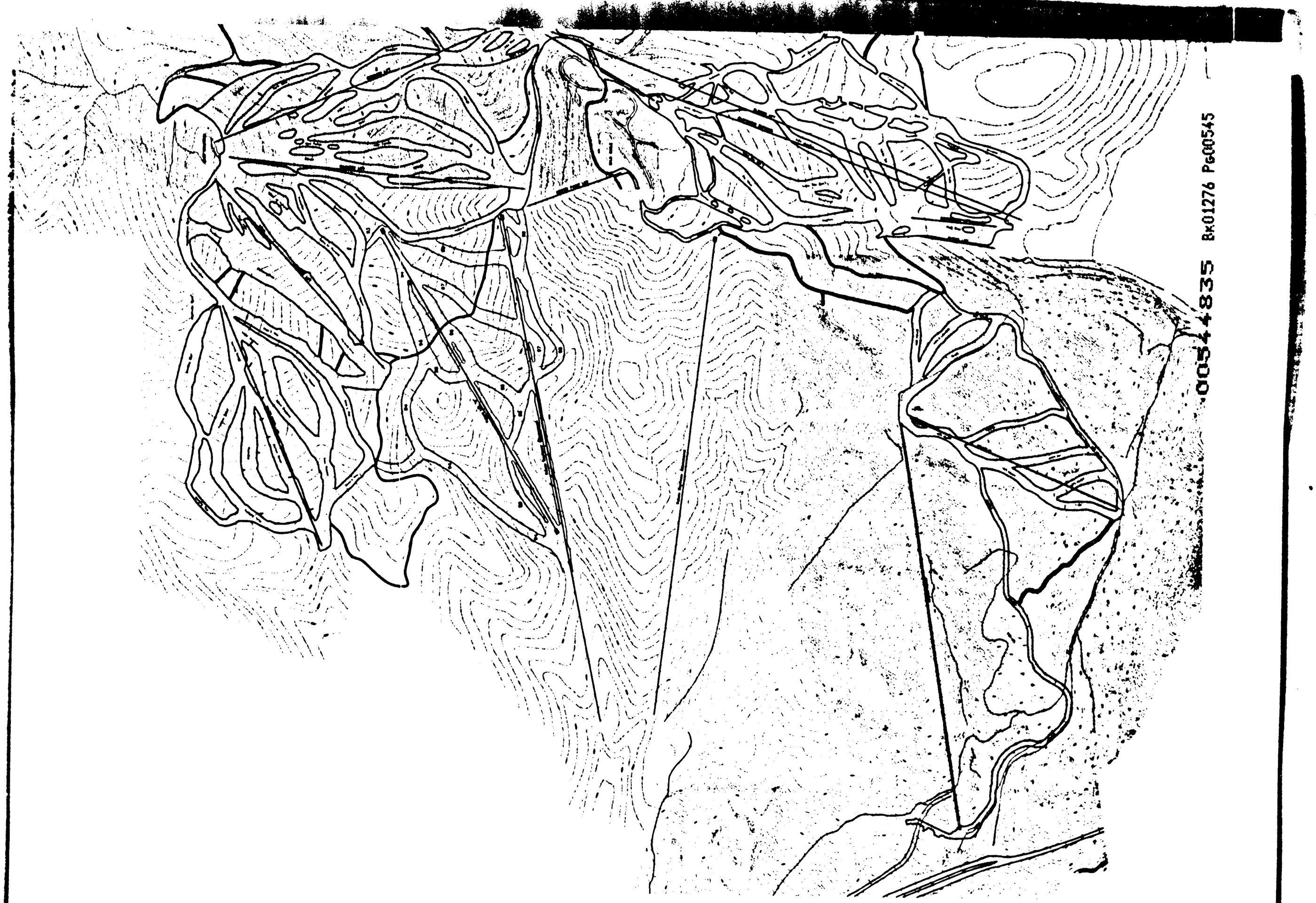




SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)
PROPOSED SKI RUNS (NUMBERED)
EXISTING SKI LIFTS (NAMED)
PROPOSED SKI LIFTS (LETTERED)

400 0 400 800 FEET

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

00544835 Bk01276 Pg00546

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.

2. Access to construction activity shall be by existing service roads where available.

3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.

4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.

5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.

6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.

7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.

2. Access to construction activity shall be by existing service roads where available.

3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.

4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.

5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.

6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.

7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.

9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.

10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.

11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.

12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.

13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.

14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

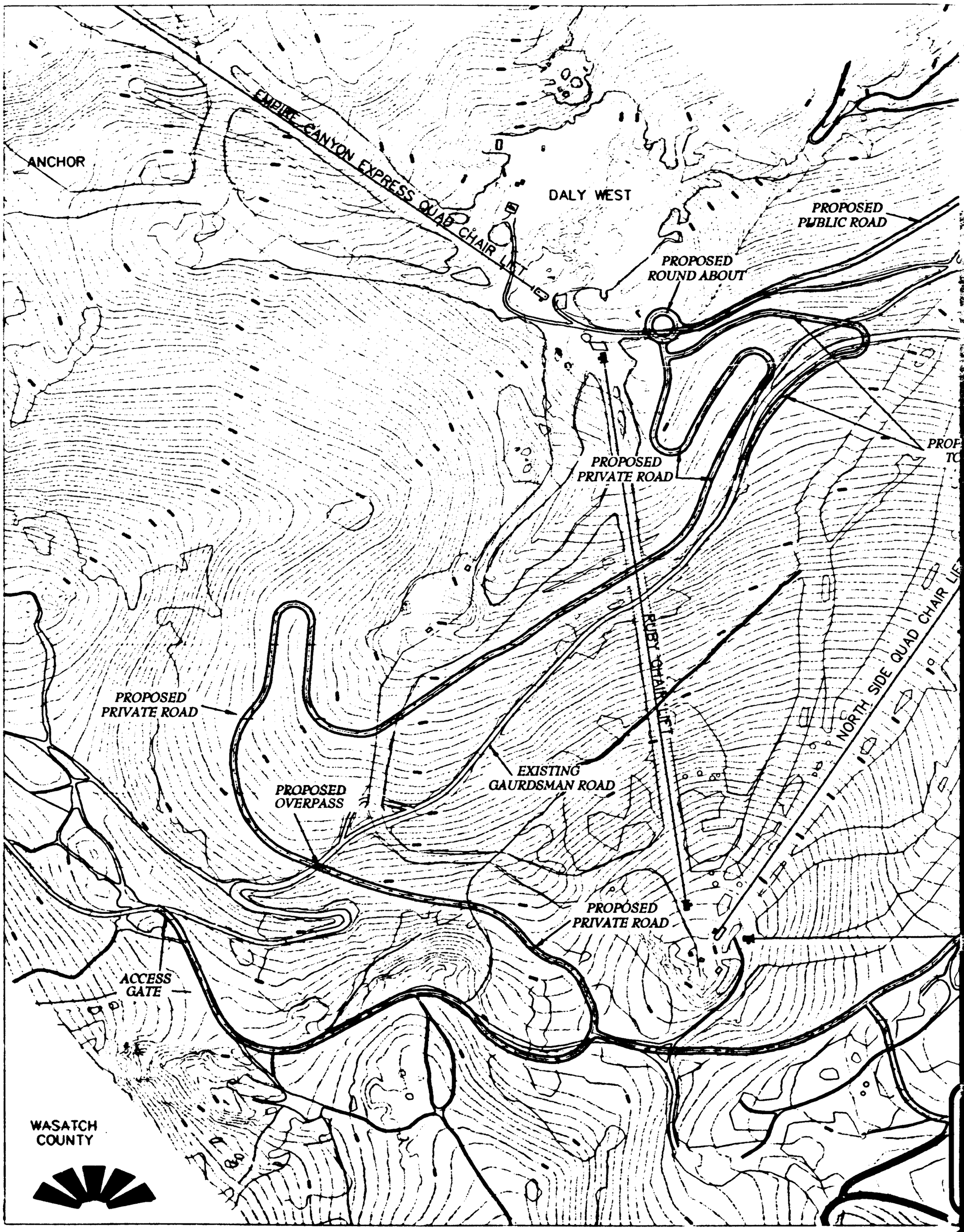
00544835 Bk01276 Pg00548

15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).



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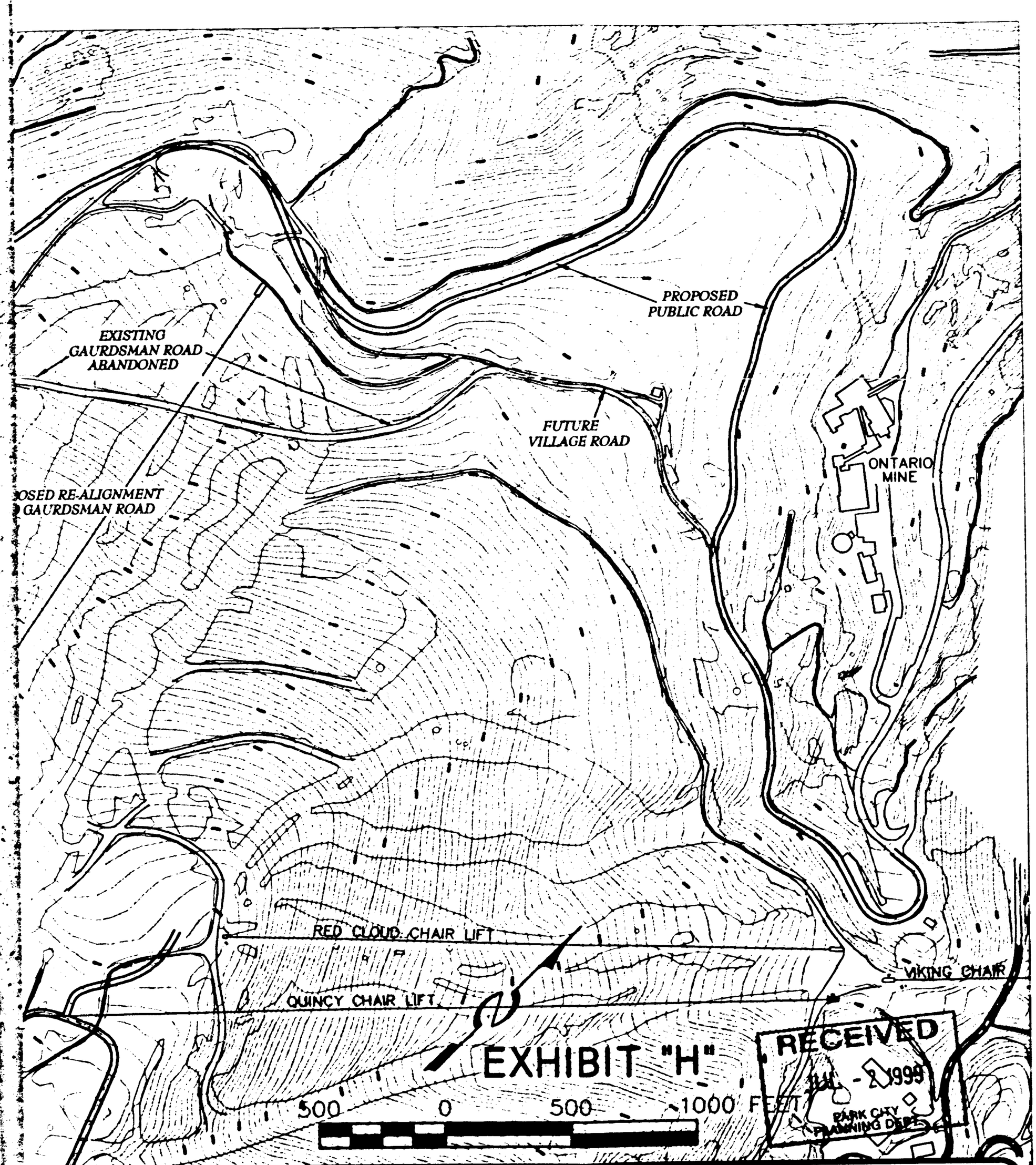

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JUL - 2 1999
PARK CITY
PLANNING DEPT.

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

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

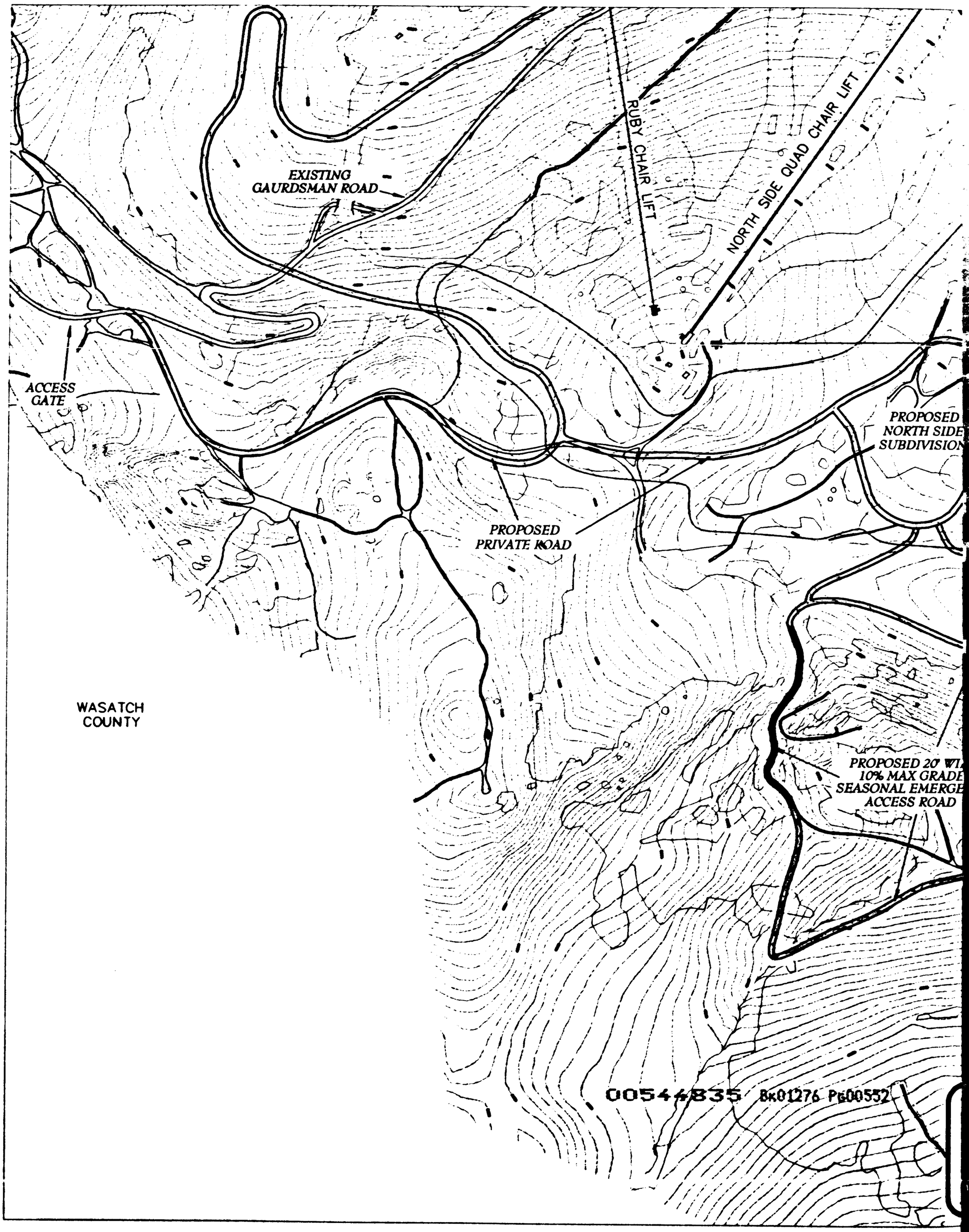
DATE: 6-22-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS
FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ROAD-EX

00544835 Bk01276 Pg00551



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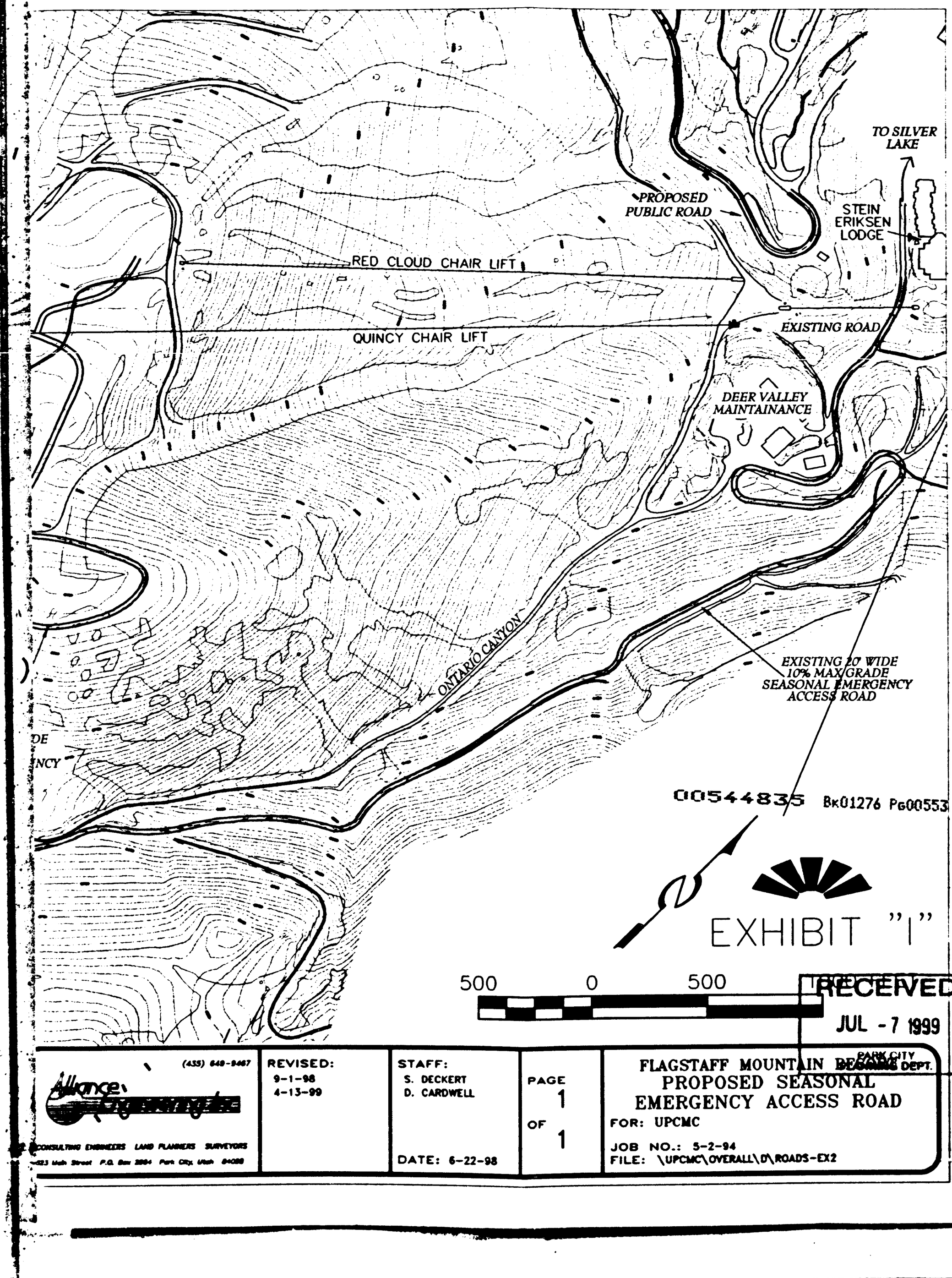

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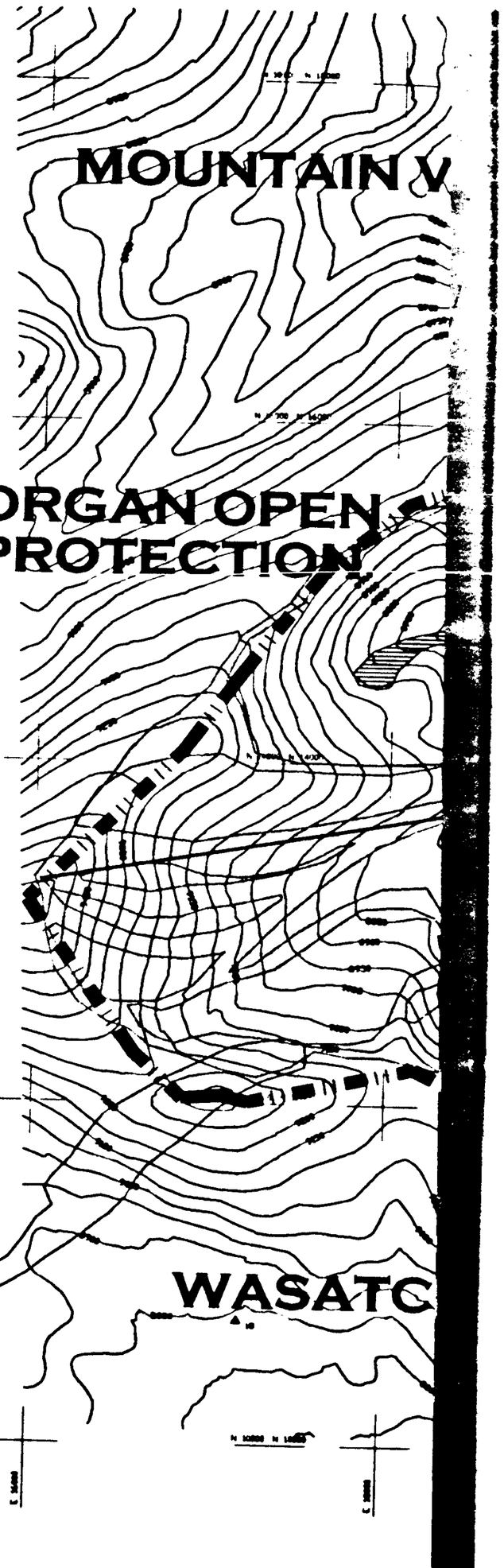
EXHIBIT "I"

RECEIVED
JUL - 7 1999
PARK CITY PLANNING DEPT.

(435) 649-9467 Alliance Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 423 Main Street P.O. Box 2864 Park City, Utah 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN BASIN PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROADS-EX2



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JUNE 1999

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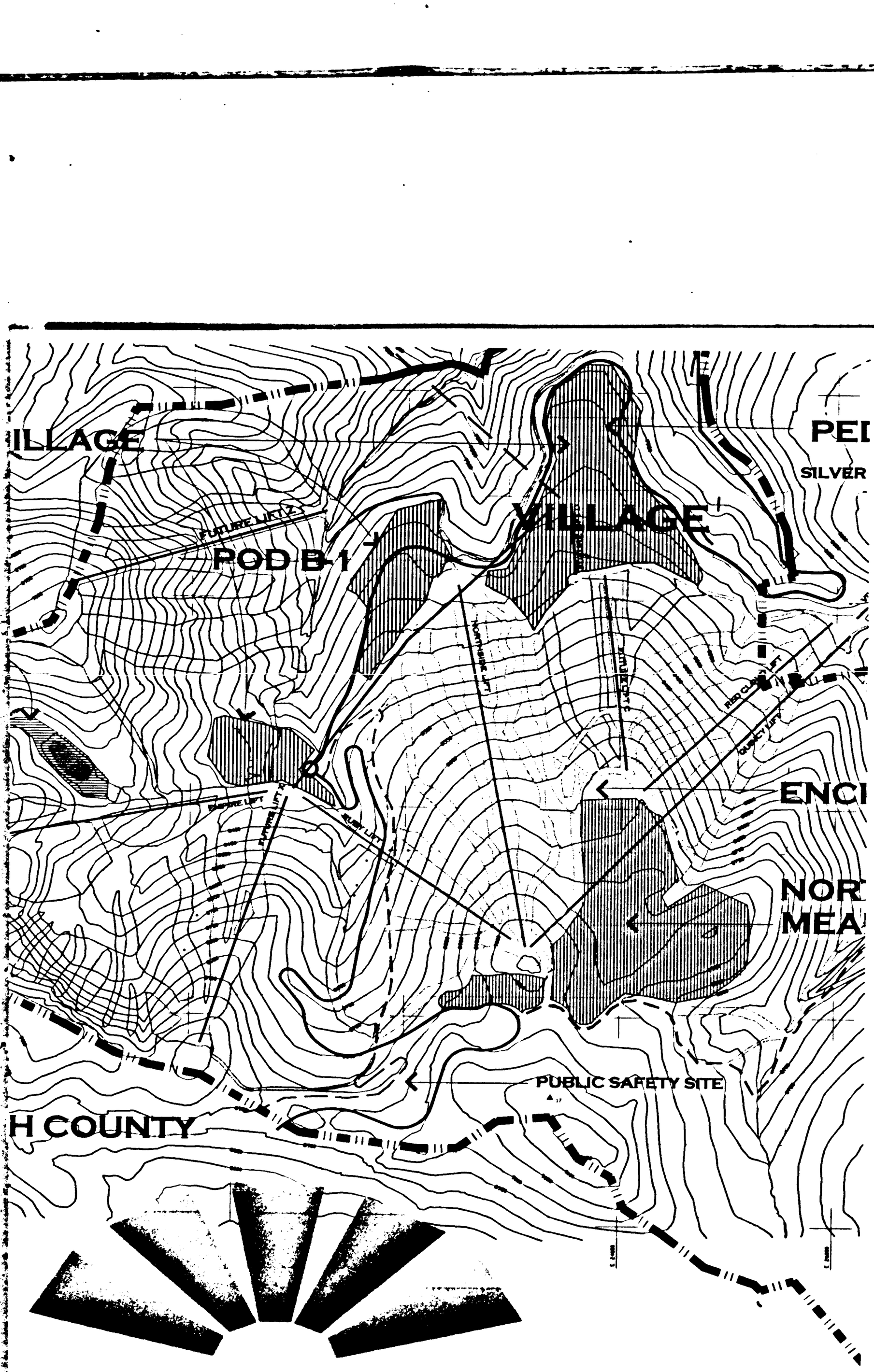


FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

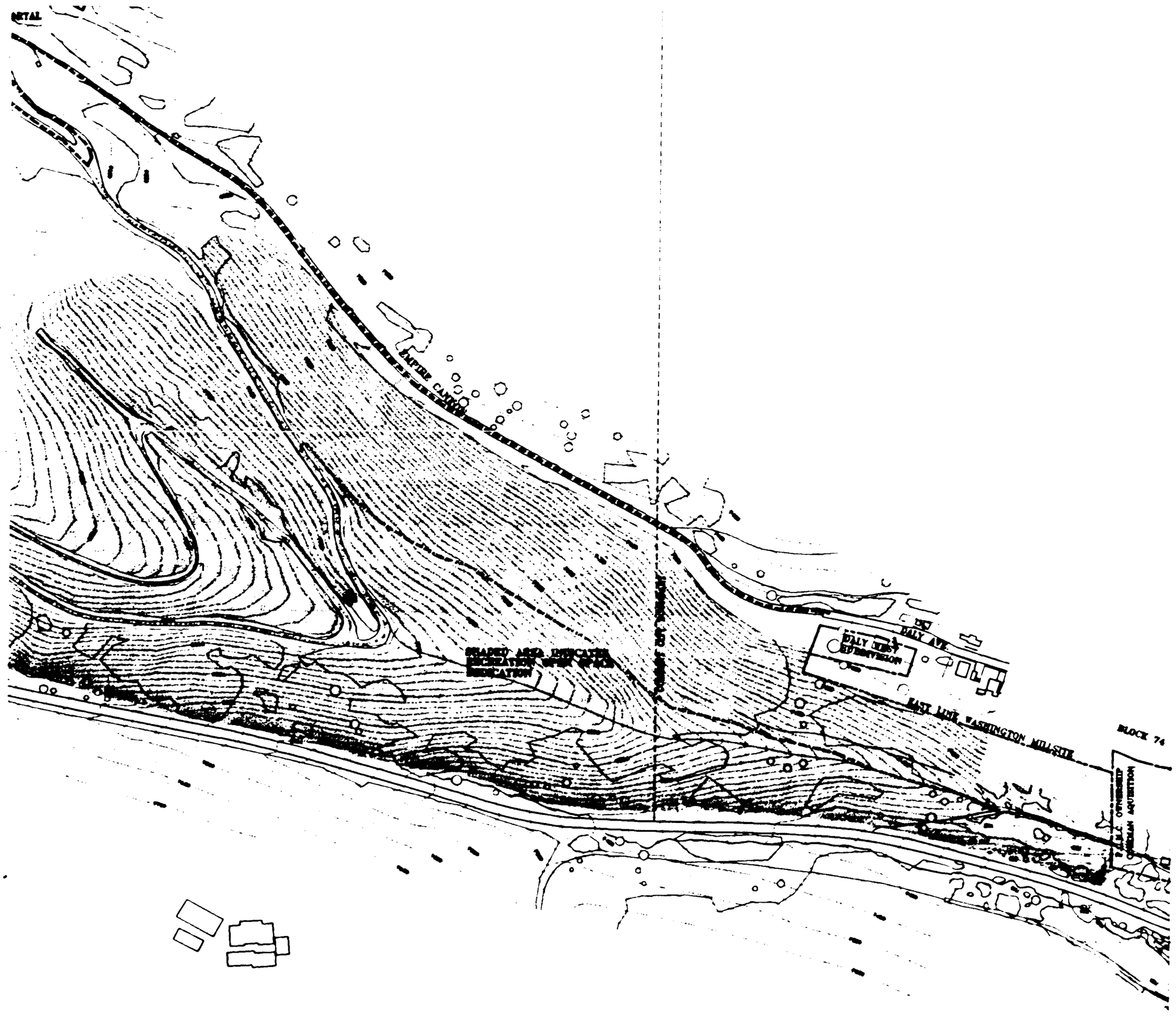
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LAND PLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00555

EXHIBIT J

00544835 Bk01276 Pg00556



00544835 Bk01276 Pg00557

EXHIBIT "K"

400 0 400 800 FEET

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PARK CITY PLANNING DEPT.

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

REVISED:
8-7-98
9-1-98
4-13-99

STAFF:
S. DECKERT
D. CARDWELL

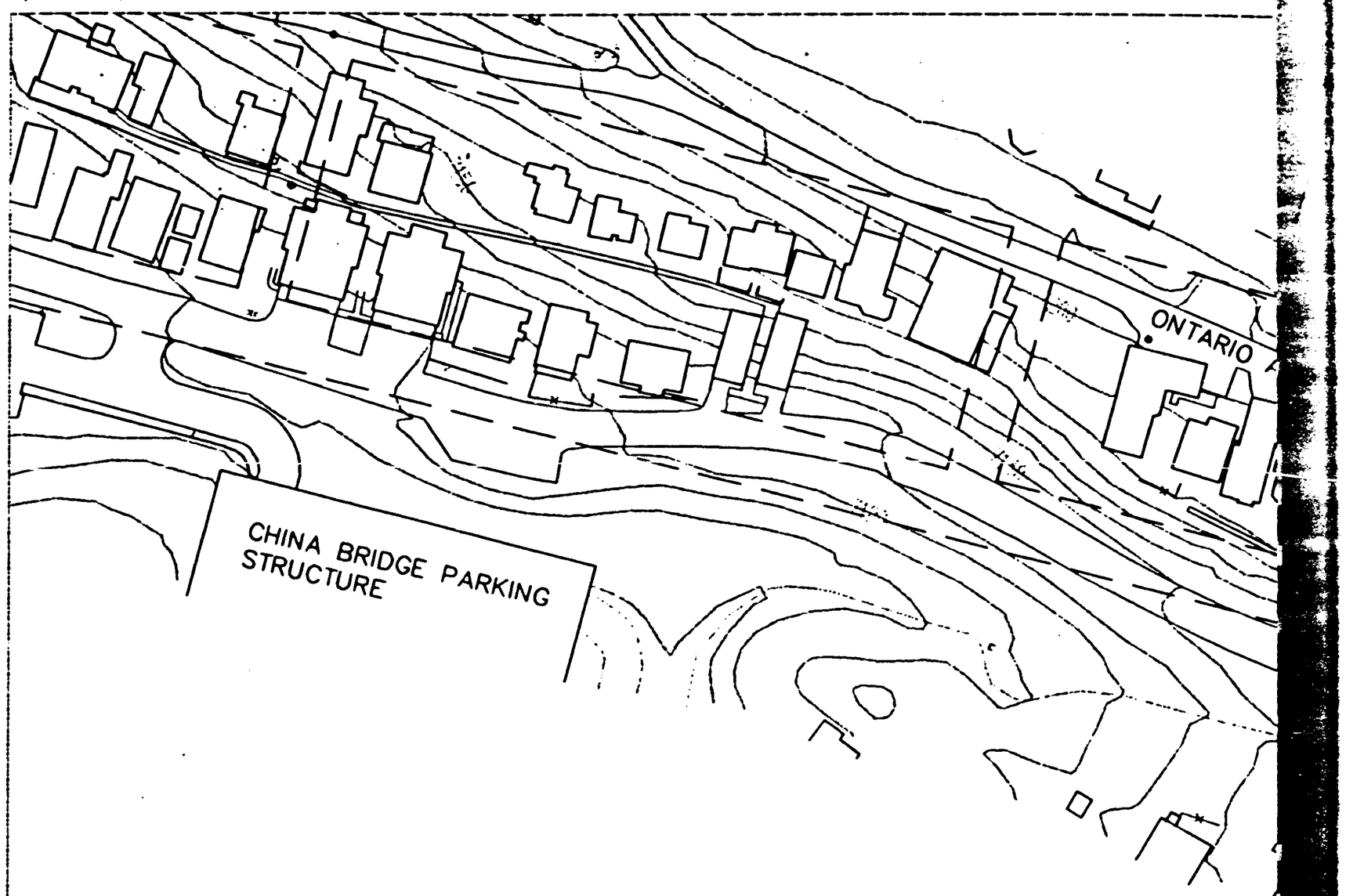
DATE: 6-30-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
PROSPECT RIDGE
ROS DEDICATION

FOR: UPCMC

JOB NO.: 17-4-96
FILE: UPCMC\D\SR-PRELM



00544835 Bk01276 Pg00558

100 0 100 200 FEET

EXHIBIT "L"

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

REVISED:

STAFF:
S. DECKERT

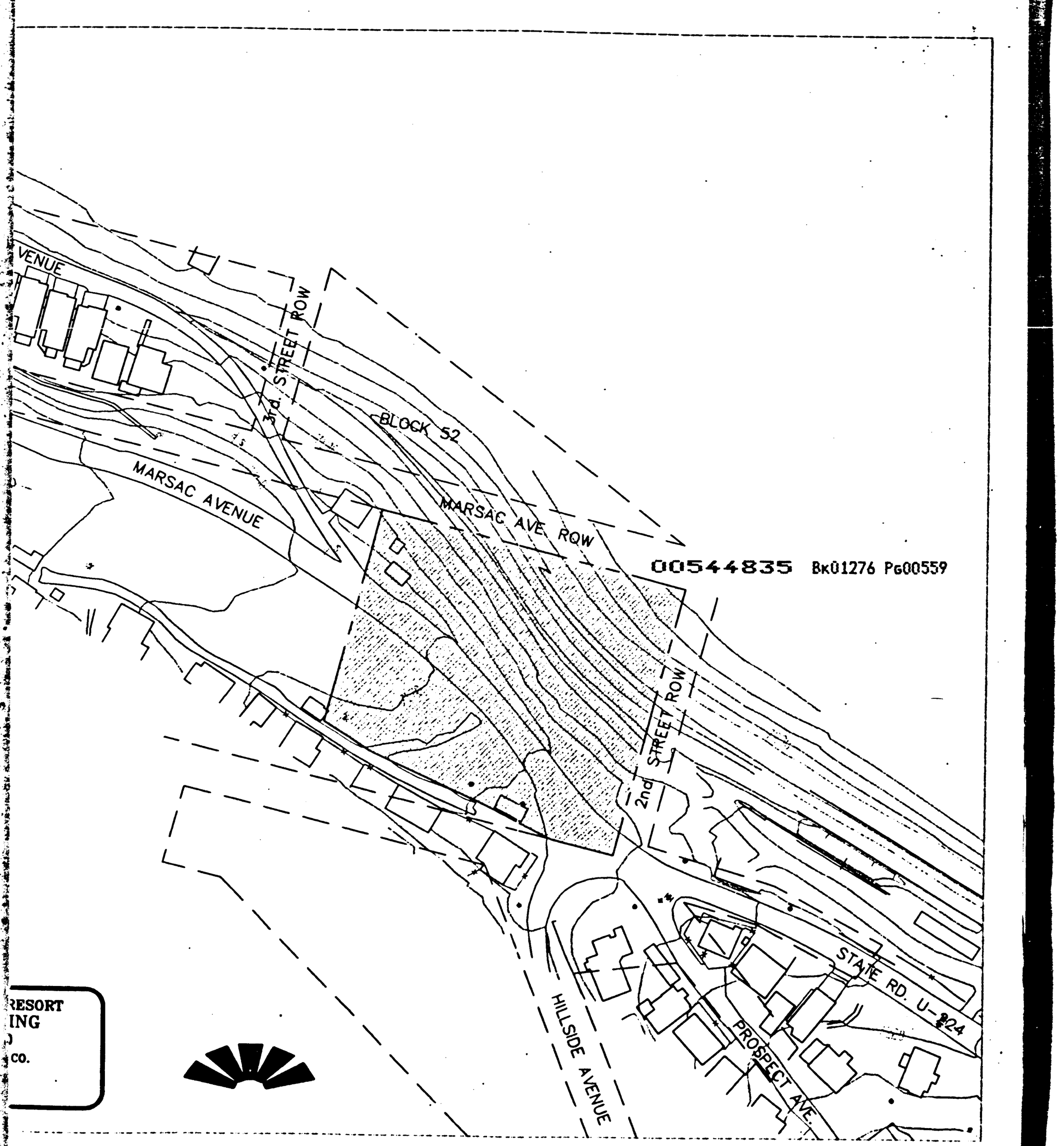
DATE: 9-1-98

PAGE 1 OF 1

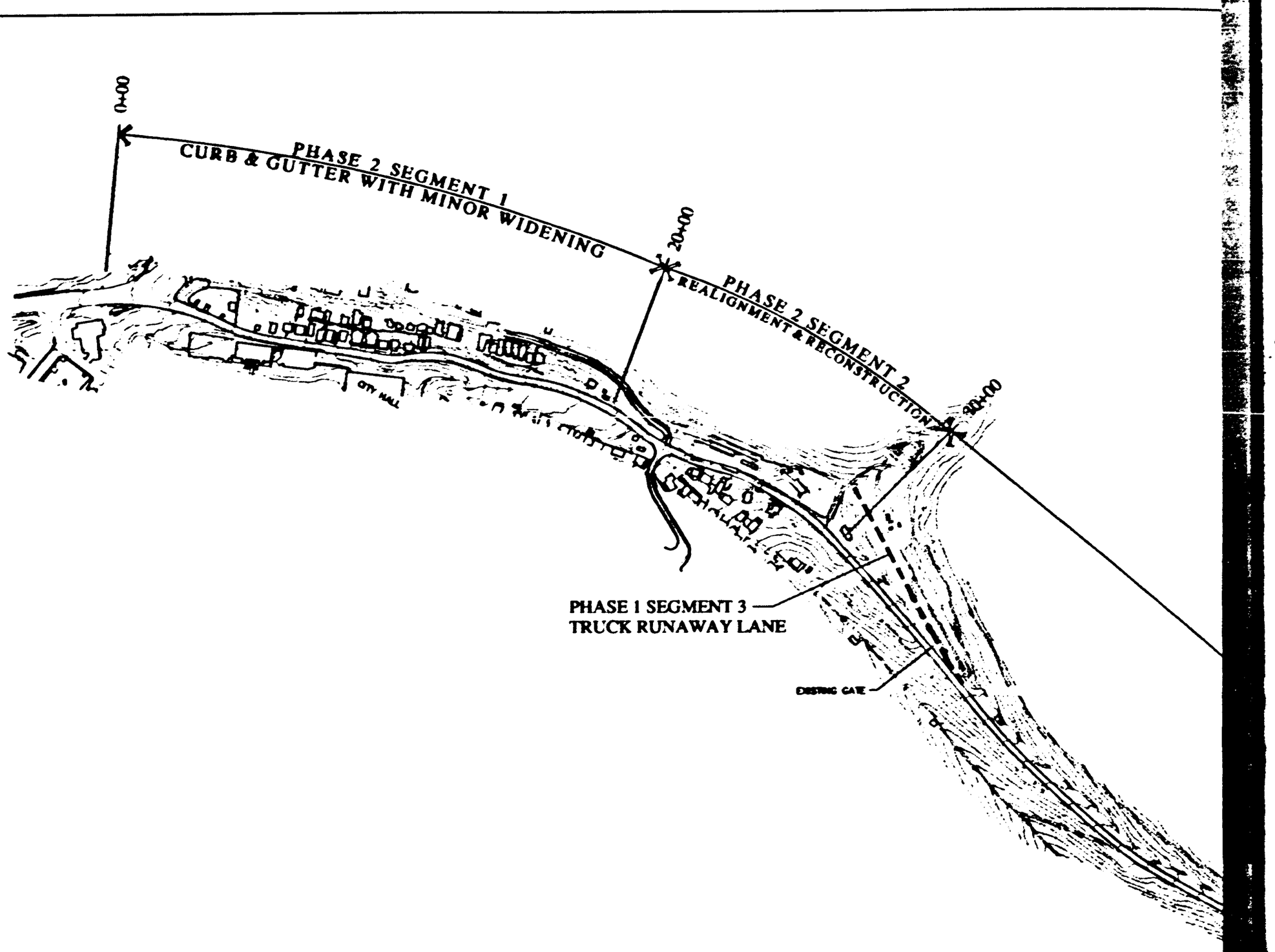
FLAGSTAFF MOUNTAIN
SAND RIDGE PARK
HILLSIDE LAND
FOR: UNITED PARK CITY MINES

JOB NO.: 5-2-84
FILE: UPCMC\D\SANDLAND

00544835 Bk01276 Pg00559



RESORT
ING
CO.



00544835 Bk01276 Pg00560

EXHIBIT "M"

600 0 600 1200 FEET

(435) 649-9467 Jones CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 333 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED:	STAFF: J. DEMKOWICZ L. UJHELY DATE: 1/20/99	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPCMC JOB NO.: 26-8-91 FILE: UPCMC\OVERALL\D\RD600

00544835 Bk01276 Pg00561

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.

Exhibit M

The Flagstaff Mountain Resort
At
Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements
Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

00544835 Bk01276 Pg00562

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

00544835 Bk01276 Pg00563

Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

⇒ **Widen the road needs where necessary**

⇒ **Increase the overall level of service**

⇒ **Curb and gutter installed in residential areas**

⇒ **Install a runaway truck lane uphill from the residential area**

⇒ **Install hydrologic controls where necessary**

⇒ **Install a passing lane below the Ontario Mine**

⇒ **Improve the grade where practical**

* * *

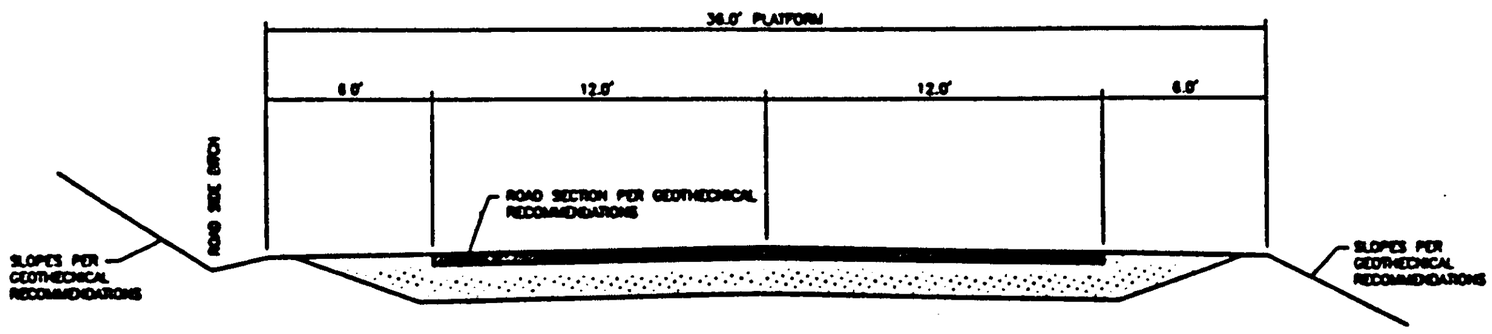
00544835 Bk01276 Pg00564

Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent steam at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



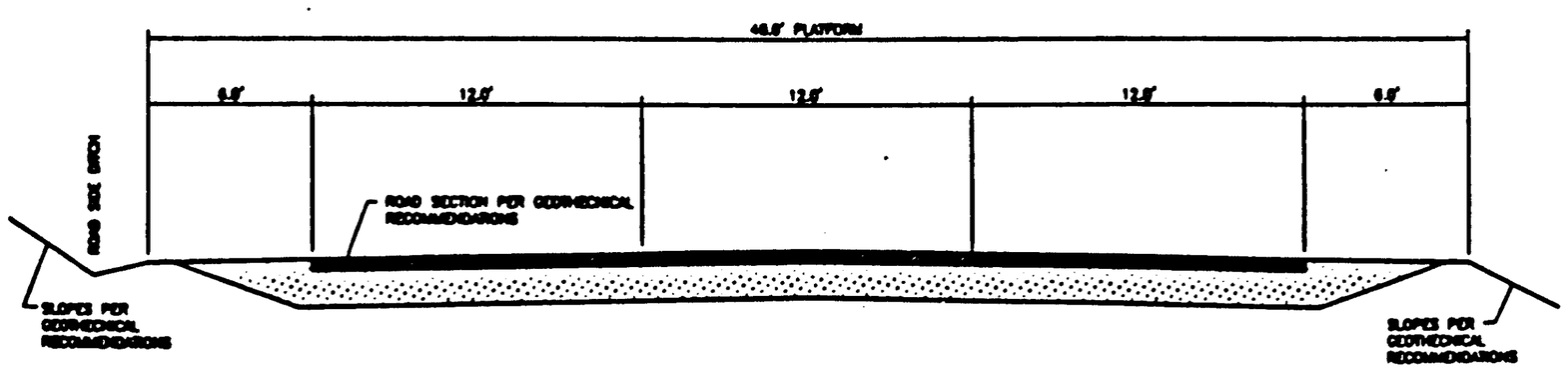
ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00565

Segment 2- Station 70+00 to Station 100+00

Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing land is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



ONTARIO CANYON ROAD – PUBLIC ROAD
PASSING LANE

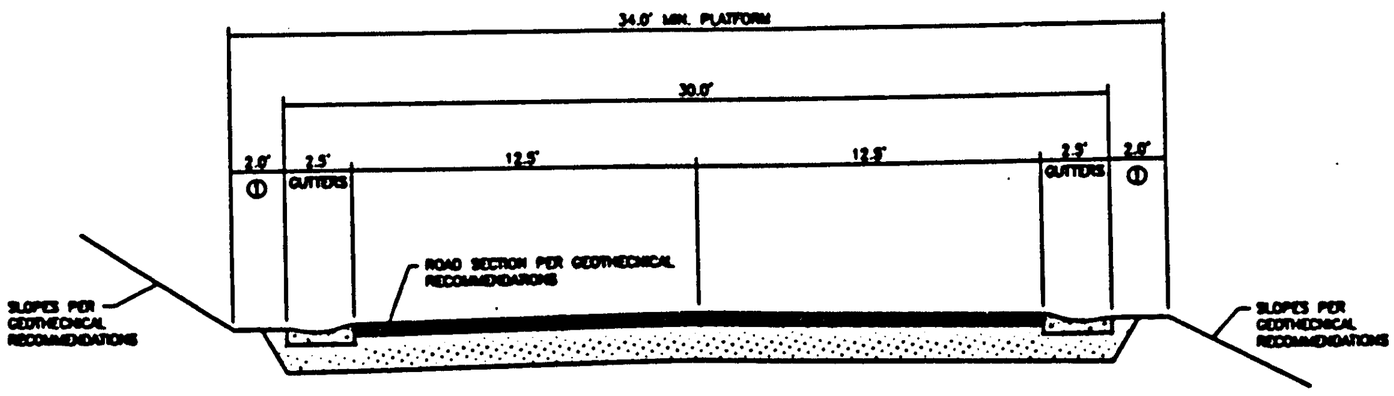
00544835 Bk01276 Pg00566

Phase II

Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



MARSAC AVE – PUBLIC ROAD
DEER VALLEY DRIVE TO HILLSIDE AVE

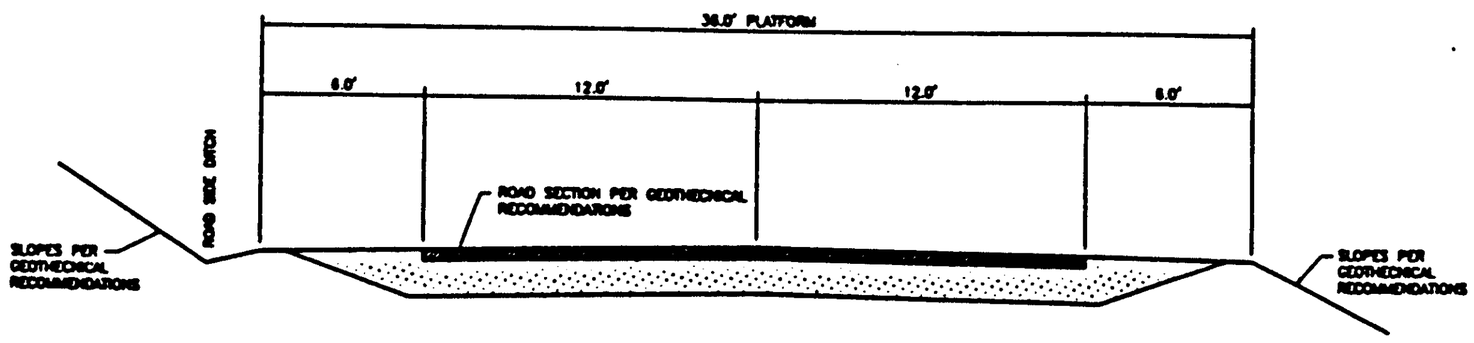
NOTE:
① SHOULDERS TO BE WIDENED TO 5' WHERE PRACTICAL WITHOUT SIGNIFICANT EARTHWORK AND/OR RETAINING WALL CONSTRUCTION.

00544835 Bk01276 Pg00567

Segment 2. Station 20+00 to Station 30+00

The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

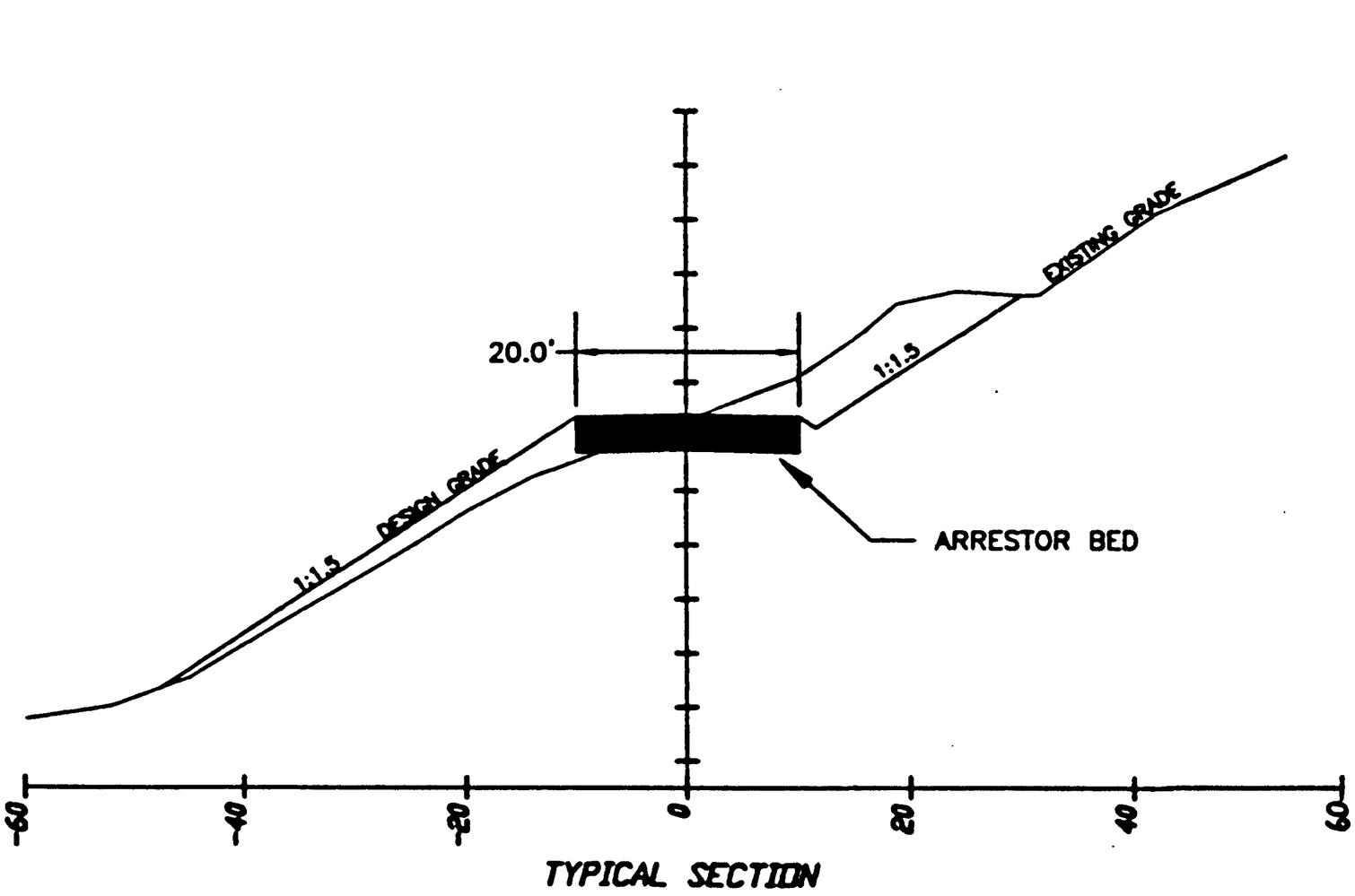


ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

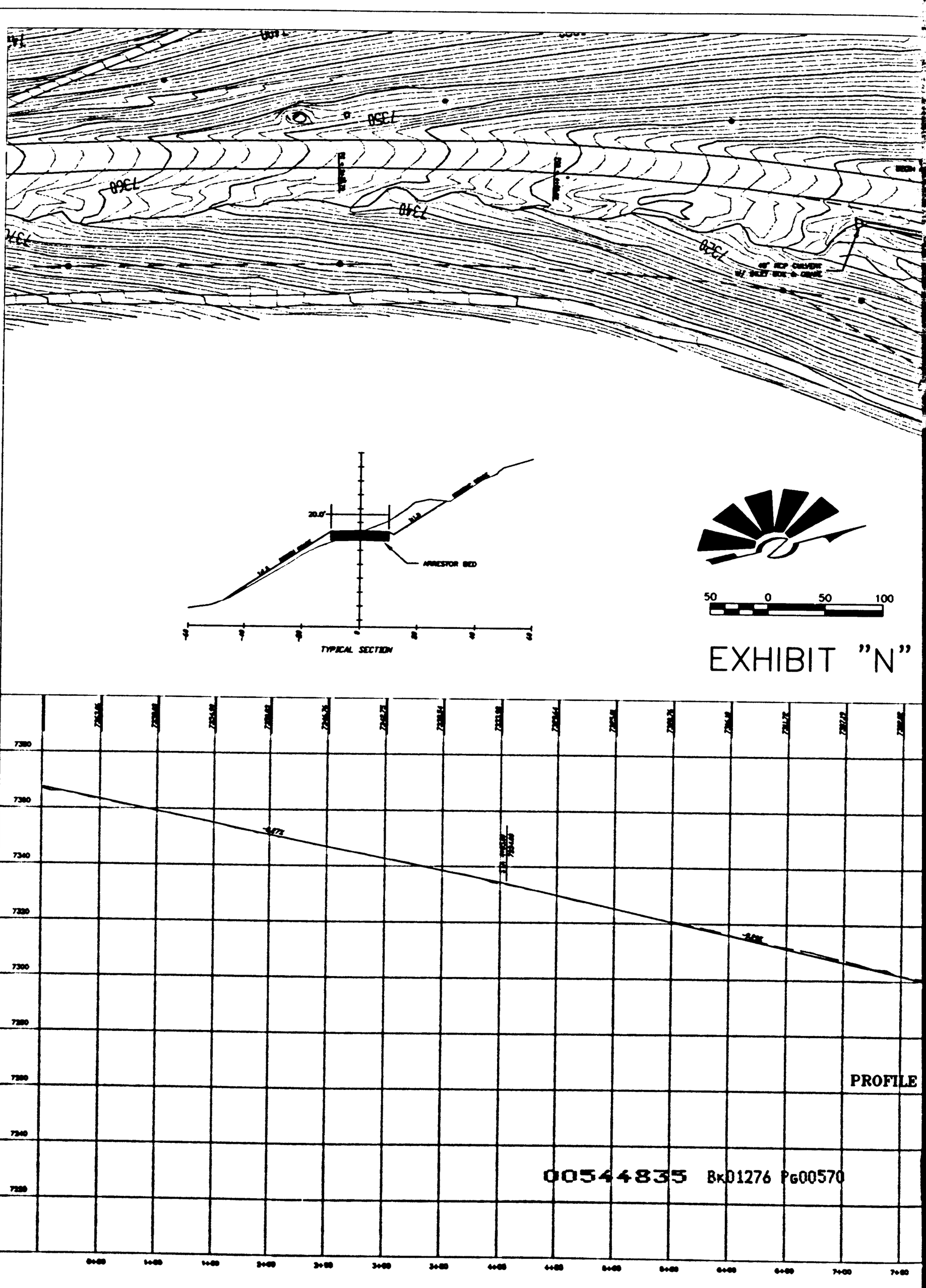
00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



TYPICAL SECTION



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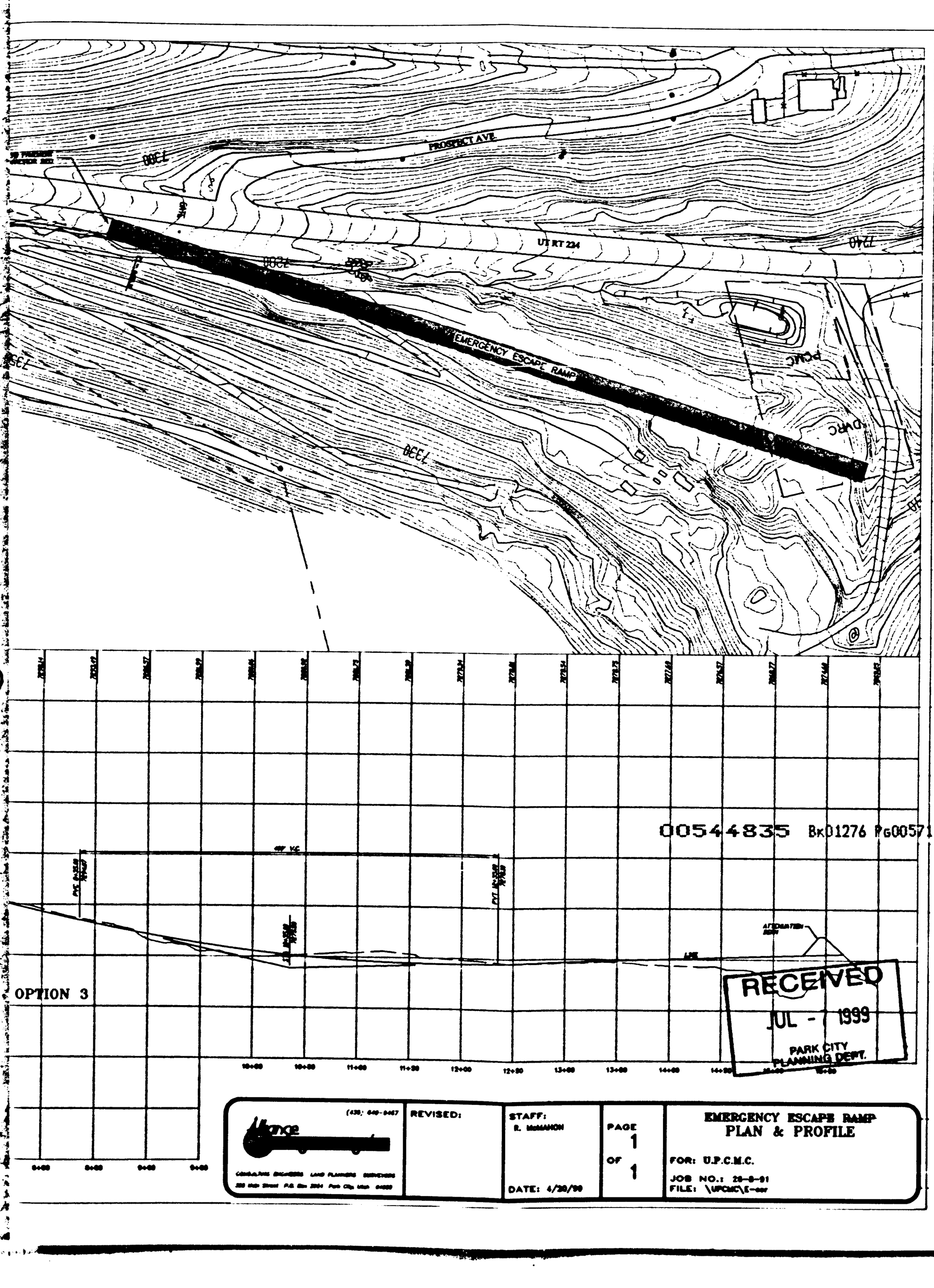

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JUL - 1999
PARK CITY
PLANNING DEPT.

(435) 649-9467

REVISED:

STAFF:
R. McMAHON

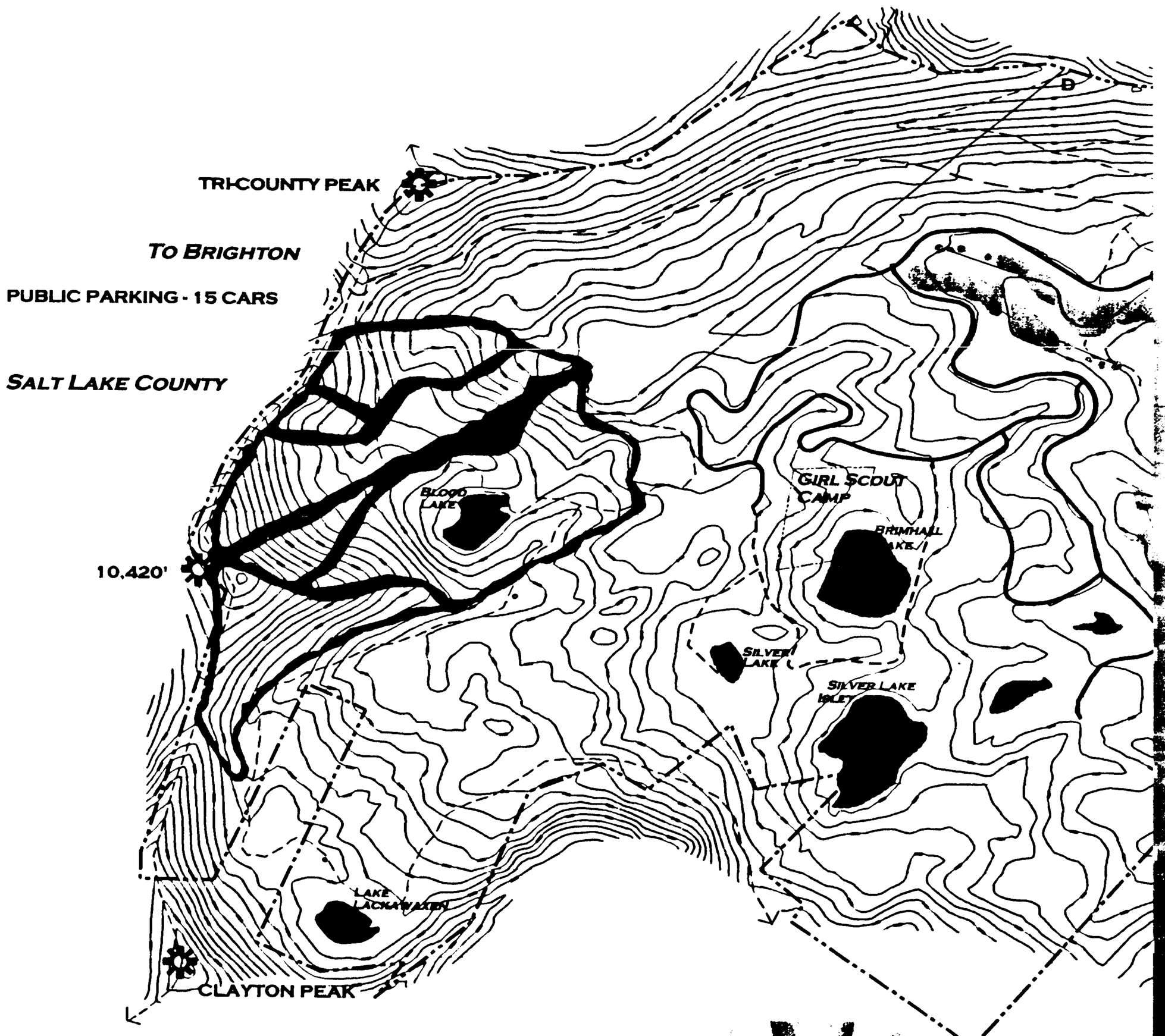
DATE: 4/20/99

PAGE 1 OF 1

EMERGENCY ESCAPE RAMP
PLAN & PROFILE

FOR: U.P.C.M.C.

JOB NO.: 28-8-91
FILE: \UPCMC\E-xxx



JUNE 1999

0 400 800 2000

BONANZA MOUNTAIN

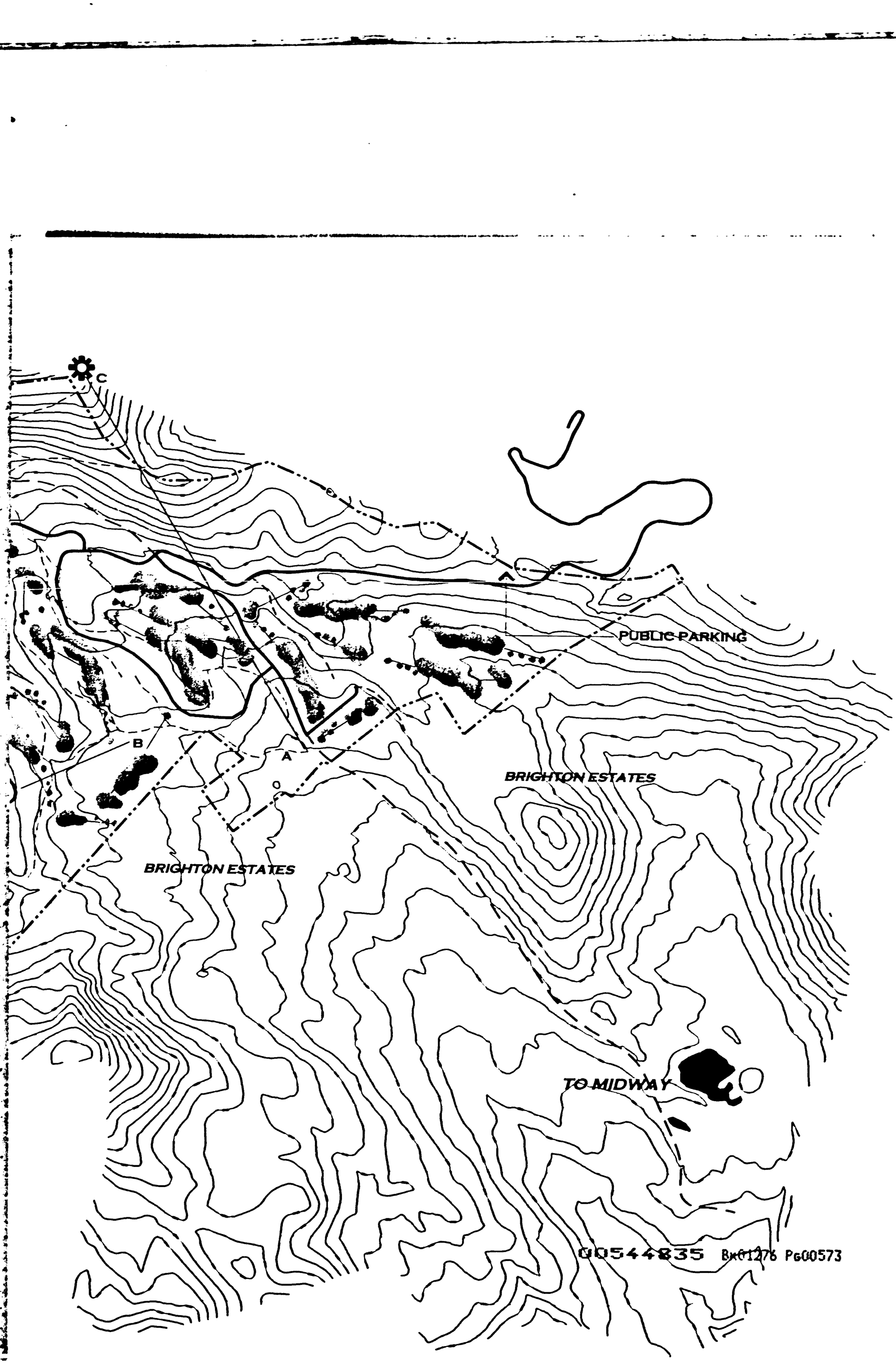
WASATCH COUNTY, UTAH

00544835 Bk01276 Pg00572

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1788
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT O



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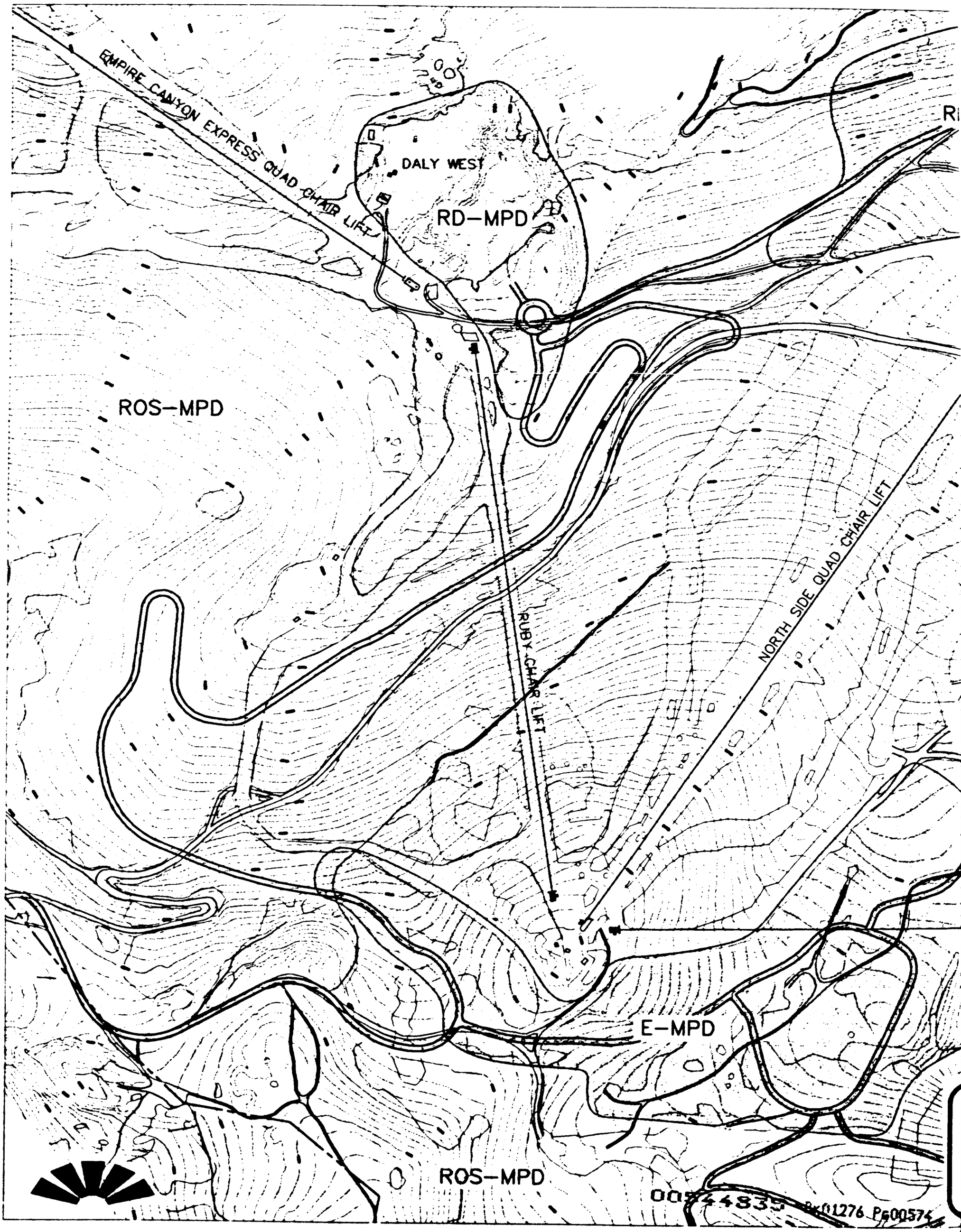
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DALY WEST
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ROS–MPD
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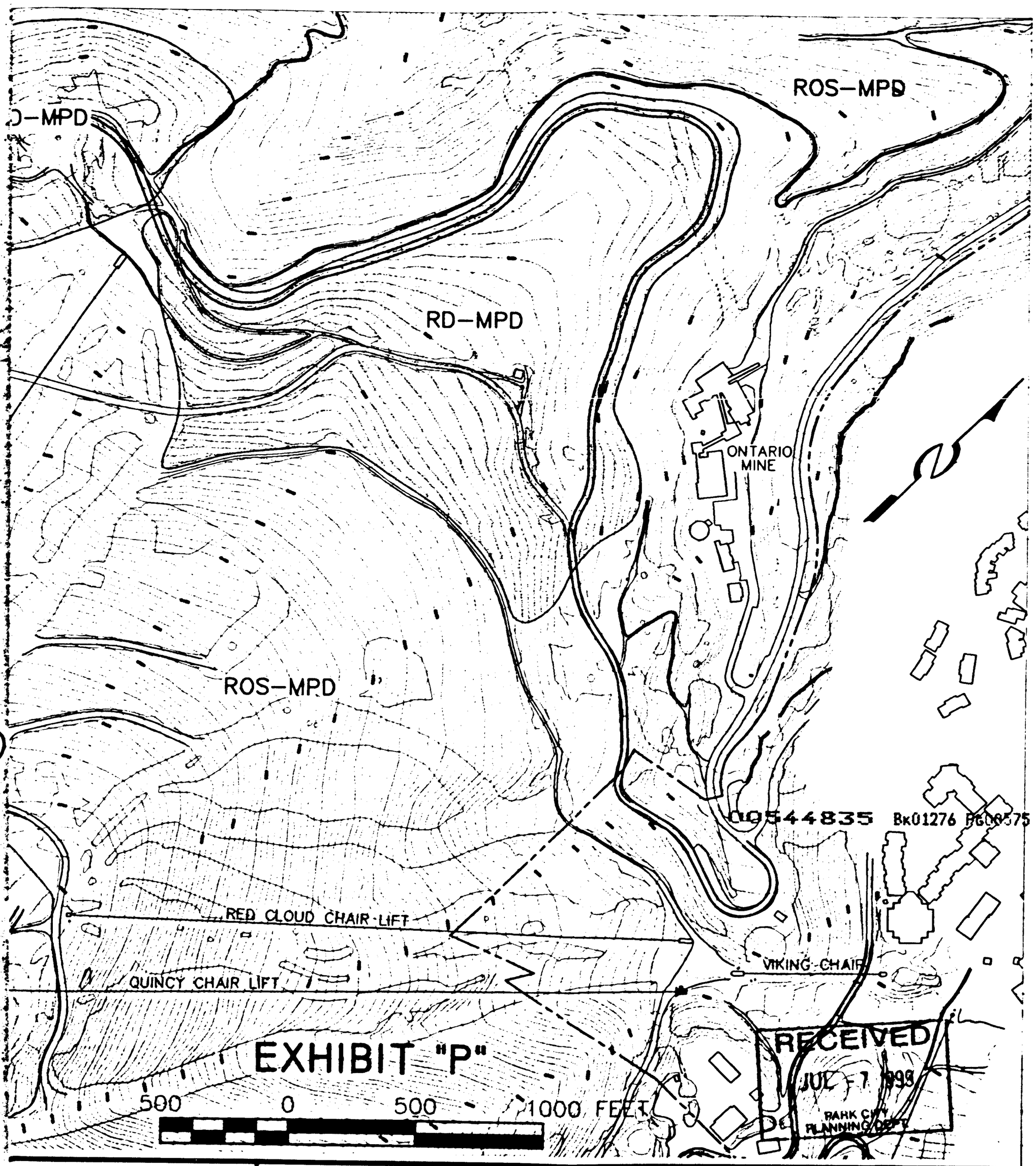


(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

REVISED:

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-9-99

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"

FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ZONING

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

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

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

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

Dana Williams

Mayor Dana Williams

Attest:

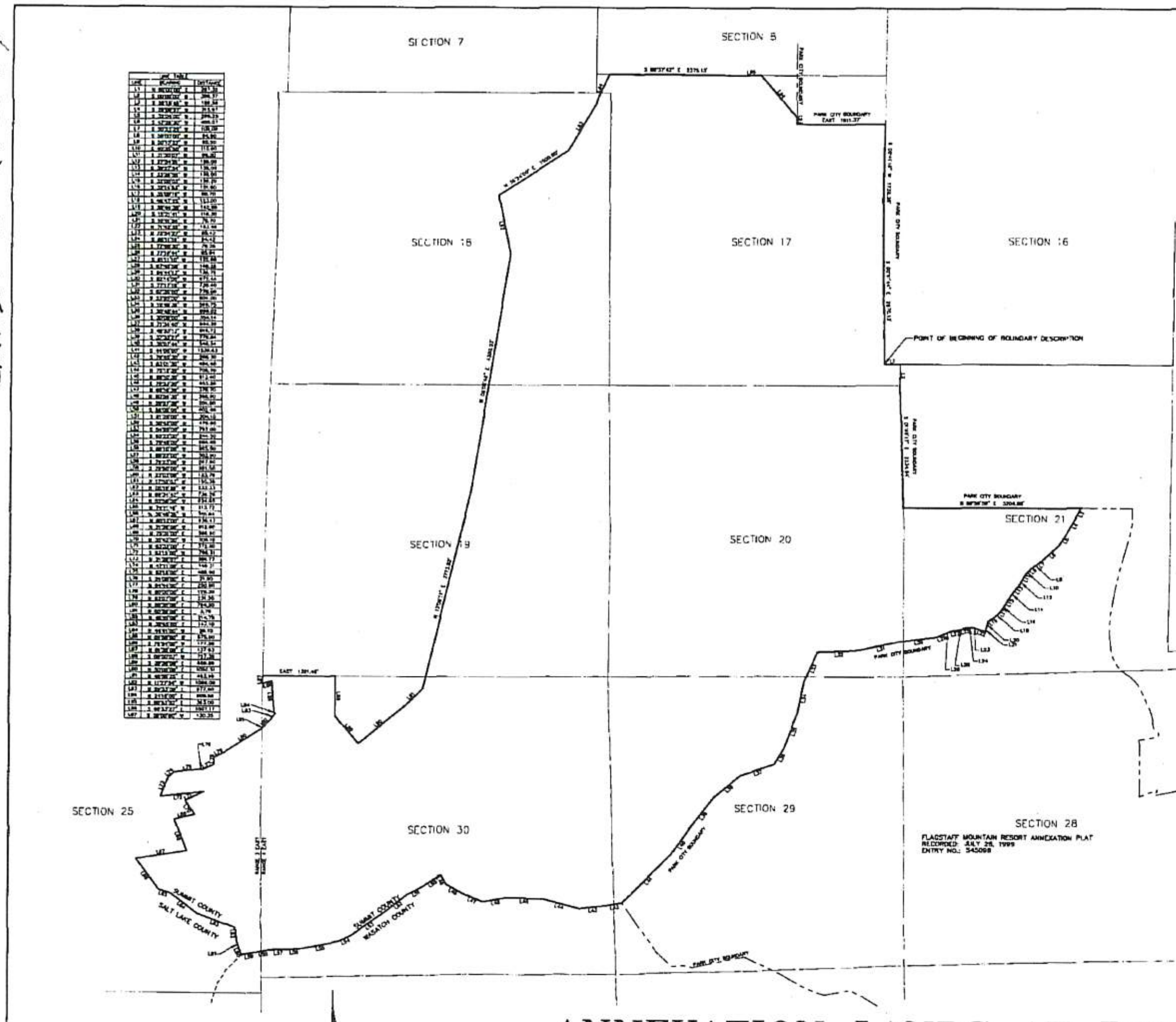
Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



EXHIBIT A (1 OF 2)



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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 18 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 88°58'50" East 3204.88 feet; thence South 28°18'45" West 184.58 feet; thence South 29°39'57" West 315.97 feet; thence South 32°04'00" West 298.25 feet; thence South 47°29'30" West 405.07 feet; thence South 50°33'25" 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 98.20 feet; thence South 27°54'31" West 128.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°29'55" 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 118.30 feet; thence South 10°41'54" West 78.70 feet; thence North 71°42'35" West 183.40 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'18" West 94.42 feet; thence South 77°48'30" West 78.25 feet; thence South 77°19'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 87°45'58" West 149.28 feet; thence South 84°44'13" West 138.78 feet; thence South 82°14'00" West 877.44 feet; thence South 77°17'16" West 735.40 feet; thence South 87°35'00" West 779.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'38" West 569.75 feet; thence South 20°46'44" West 895.02 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 818.72 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 812.40 feet; thence South 79°33'30" West 453.20 feet; thence North 88°16'30" West 378.70 feet; thence North 80°54'30" West 388.90 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 479.80 feet; thence South 54°28'00" West 782.00 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°10'28" West 233.33 feet; thence North 69°34'42" West 736.28 feet; thence North 32°50'00" West 824.65 feet; thence North 74°11'18" West 213.72 feet; thence North 36°40'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4950 North 80°12'30" East 936.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4950 North 21°36'00" West 612.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5384 North 75°31'00" East 368.60 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4780 North 35°42'00" West 306.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4780 North 63°32'00" East 372.80 feet; thence along the southerly line of the Malchite Lode, Lot 281 South 83°15'30" West 788.31 feet; thence along the Summit-Salt Lake County line North 21°28'37" 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 489.80 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 Roecamp Lode, Lot 286 North 84°44'00" East 250.80 feet; thence North 129.30 feet; thence North 83°07'00" East 231.20 feet; thence North 56°30'00" East 784.20 feet; thence along the east line of Section 30 North 00°38'00" 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 28.10 feet; thence North 04°55'00" West 575.00 feet; thence along the southerly line of the Norma Lode, Mineral Survey No. 4177 South 78°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.48 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 859.86 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 483.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°03'48" 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 383.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1811.37 feet; thence South 00°41'14" 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.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On the ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

SHEET 1 OF 2

ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

1000' 0 1000' 2000'

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

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D.	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______
BY ______ PARK CITY ENGINEER	BY ______ PARK CITY ATTORNEY	BY ______ PARK CITY RECORDER	BY ______ MAYOR	FEE ______ RECORDER ______

00806099 B: 1850 P: 1794 Page 5 of 103 Summit County

EXHIBIT A (2 OF 2)

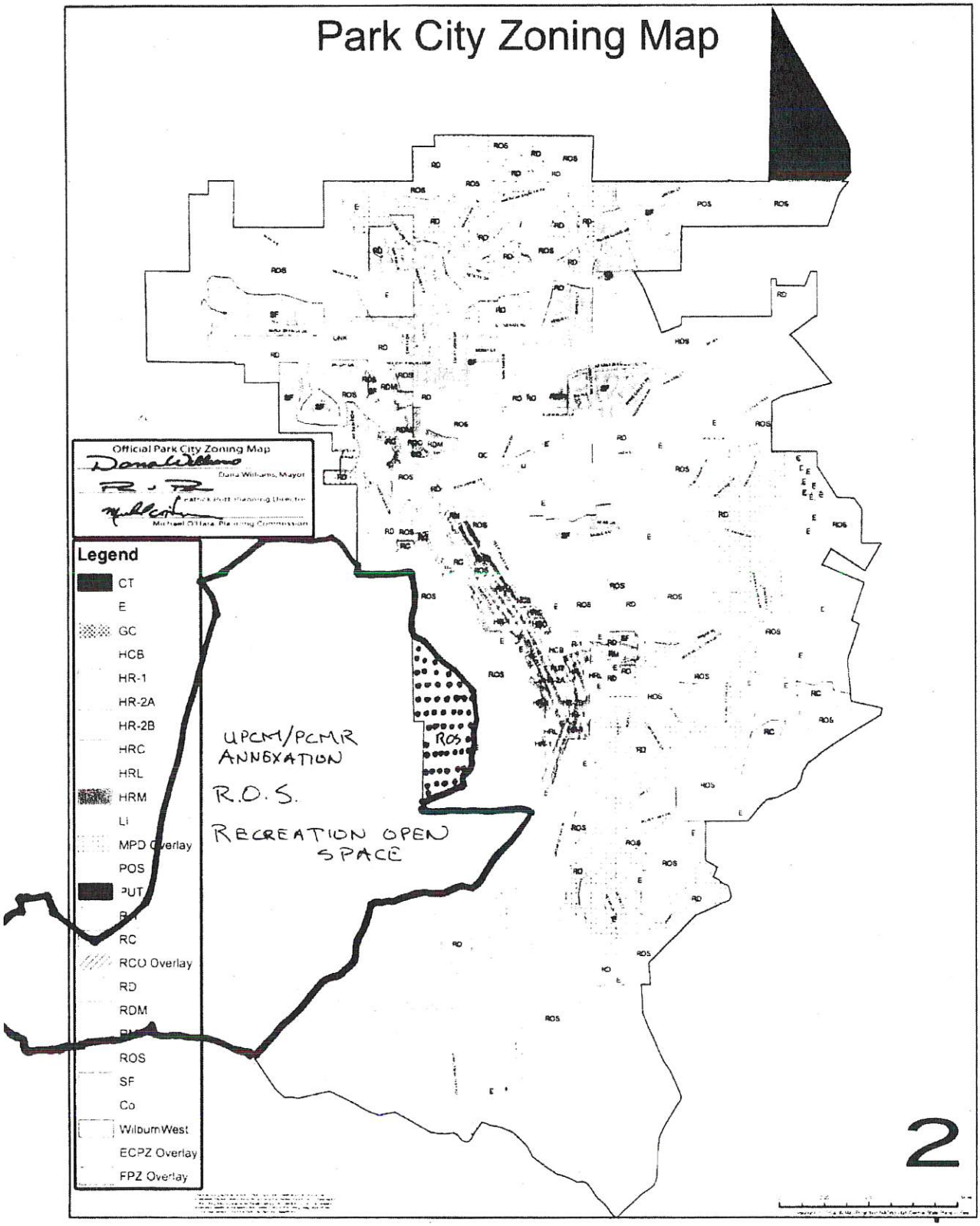


EXHIBIT B - ANNEXATION AGREEMENT

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.

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Recorder

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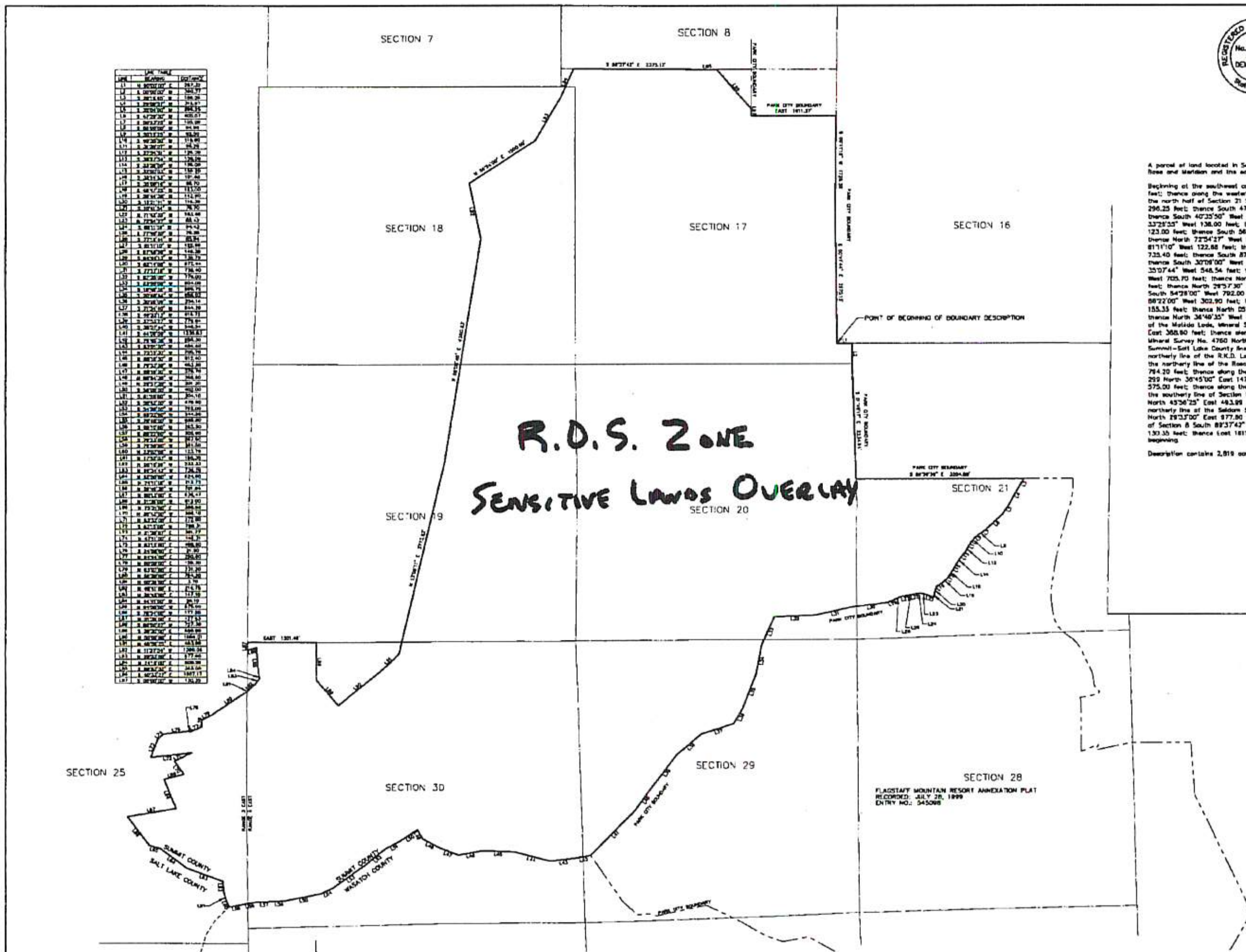
By: _____
Authorized Signing Officer

Attest: _____

ROYAL STREET LAND COMPANY,
a Utah corporation,

By: _____
Robert W. Wells, Vice President

EXHIBIT "A"
Annexation and Zoning Plat



ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ____________ Date ____________

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Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ____________ Title ____________

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

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A Notary Public commissioned in Utah ____________ Printed Name ____________

Residing in: ____________ My Commission Expires: ____________

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SHEET 1 OF 2

2/22/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Tallaker\plat\annexation-sht1.dwg

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

1000' 0 1000' 2000'

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF __________, 2007 A.D.	APPROVED AS TO FORM THIS ____ DAY OF __________, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF __________ DATE ____ TIME ____ BOOK ____ PAGE ____
BY ____ PARK CITY ENGINEER	BY ____ PARK CITY ATTORNEY	BY ____ PARK CITY RECORDER	BY ____ MAYOR	FEE ____ RECORDER ____

Park City Zoning Map

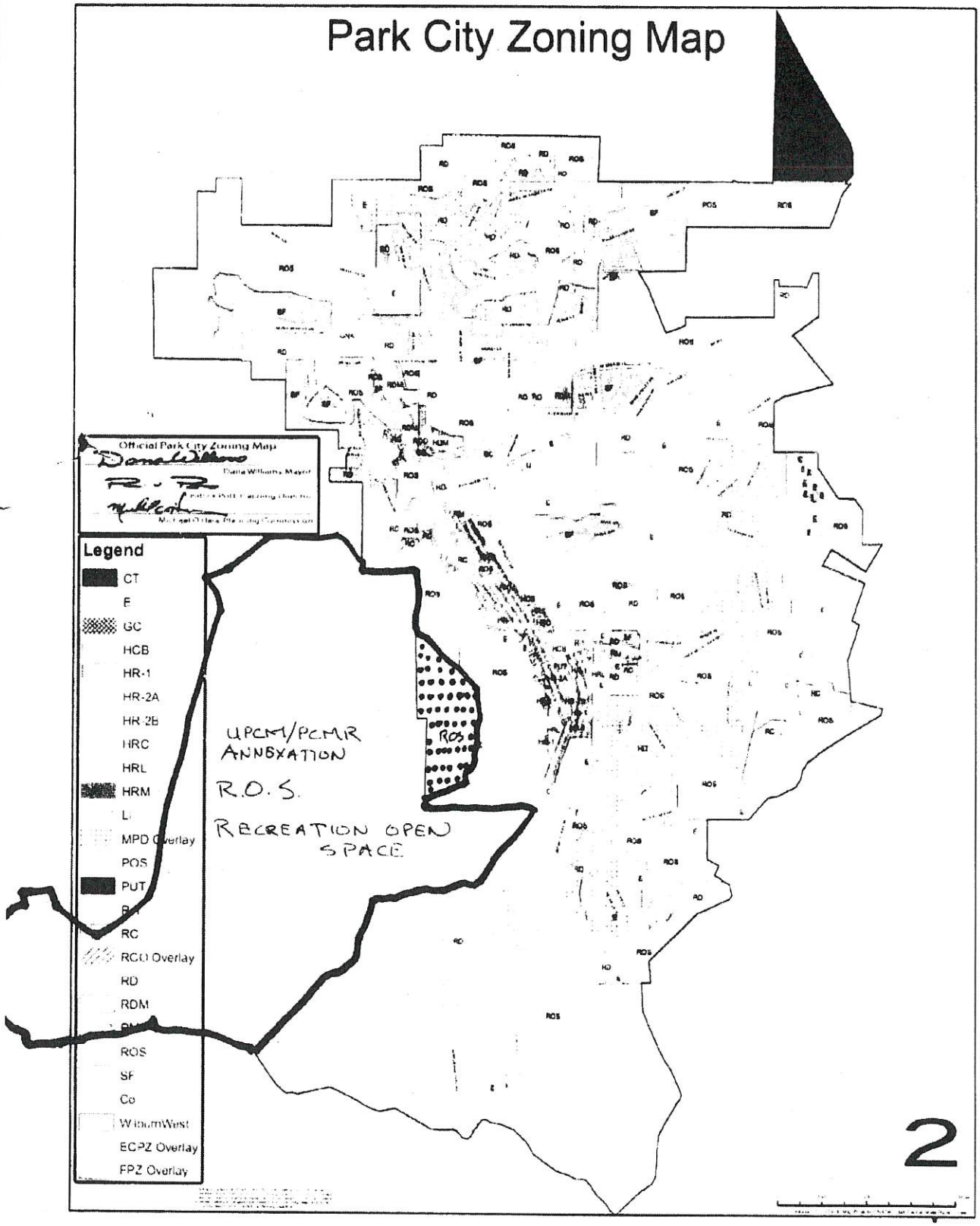

EXHIBIT "B"
Legal Description

00806099 B: 1850 P: 1794 Page 16 of 103 Summit County

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;

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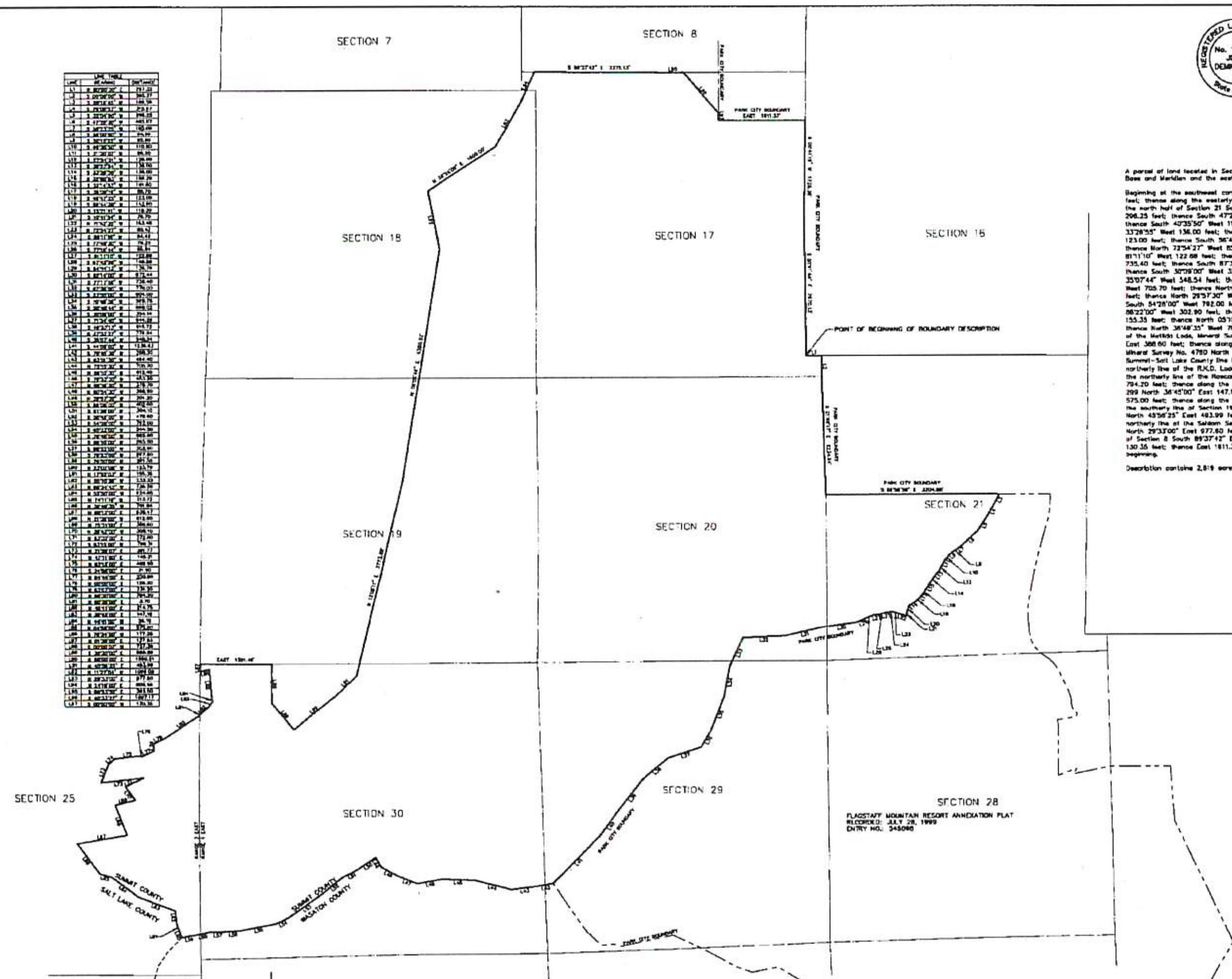
EXHIBIT "C"
Preliminary Plat



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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SHEET 1 OF 2

ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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

1/31/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talleker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE ______ RECORDER

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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, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

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1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village**. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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.

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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.

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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-style[11]), 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.

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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 restarurant 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

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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 pubic convenience.

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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 Area[13], 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

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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

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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.

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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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate[17] 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.

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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.

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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

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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 reallignment 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;

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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, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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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
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4540 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

Arizona

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

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

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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.

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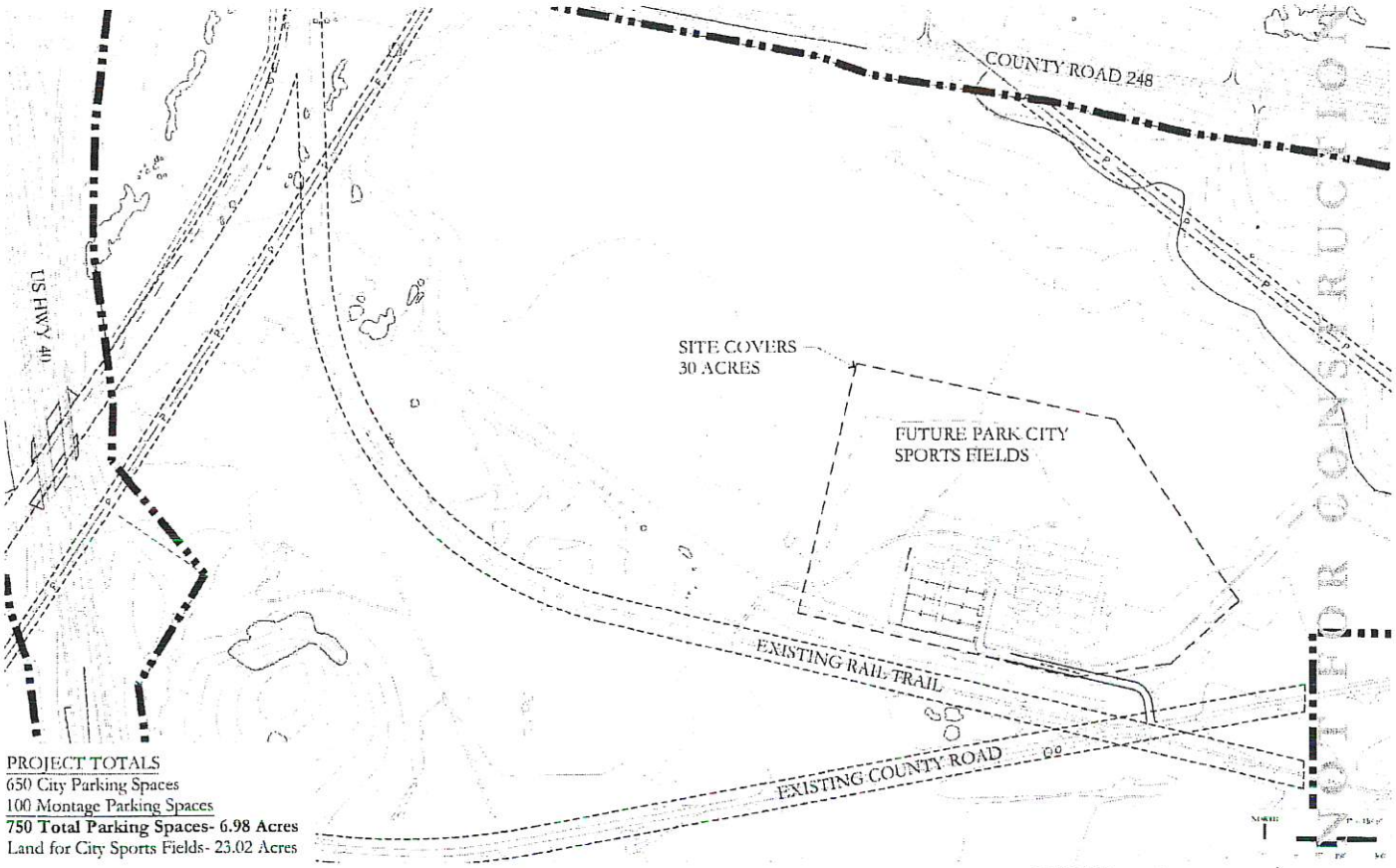

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EXHIBIT D – 1
DEED RESTRICTION

EXHIBIT A
TO
GRANT OF TALISKER CONSERVATION DEED RESTRICTION

[Insert Legal Description of the Property]

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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 MUNICIAL CORPORATION, a city and political subdivision of the STATE OF UTAH located in Summit County, Utah ("City"). UPCMC, 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 UPCMC 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 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;

(viiii) 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
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
NOTARY PUBLIC
Residing at: Oakley, Utah

ROYAL STREET LAND COMPANY, a
Utah corporation

By: _____
Robert W. Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

_____
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.

Notary Public
SABRA KARR DATOR
5729 Kingsford Avenue
Park City, Utah 84098
My Commission Expires
June 15, 2007
State of Utah

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

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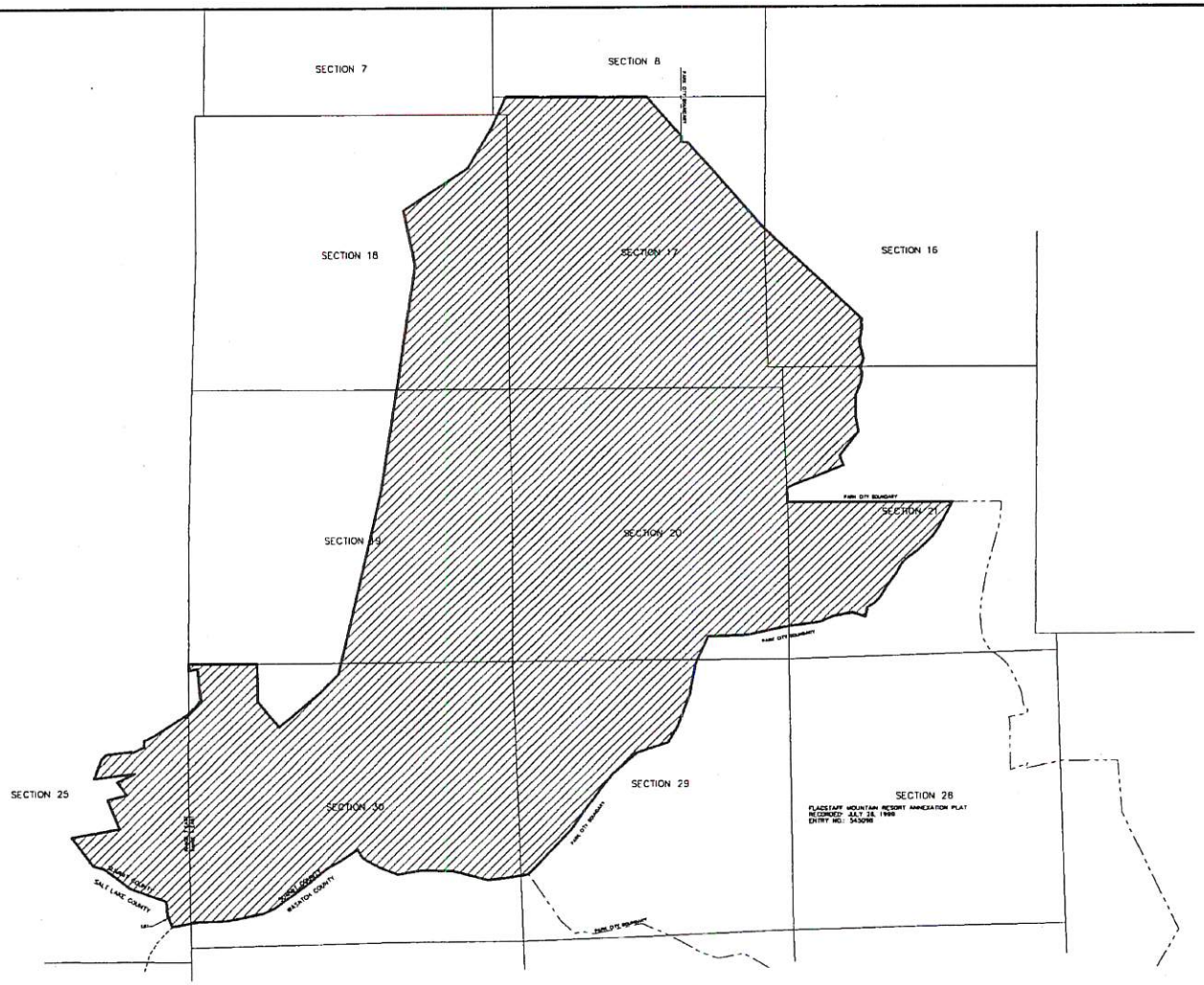

PCMR LANDS DEED RESTRICTION

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

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\legal exhibit.dwg

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"). UPCMC 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

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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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

NOTARY PUBLIC
Residing at: Oakley, Utah

My Commission Expires:

10-11-07

EXHIBIT A
TO
CONSERVATION EASEMENT

[Insert Legal Description of the Property]

(Attached)

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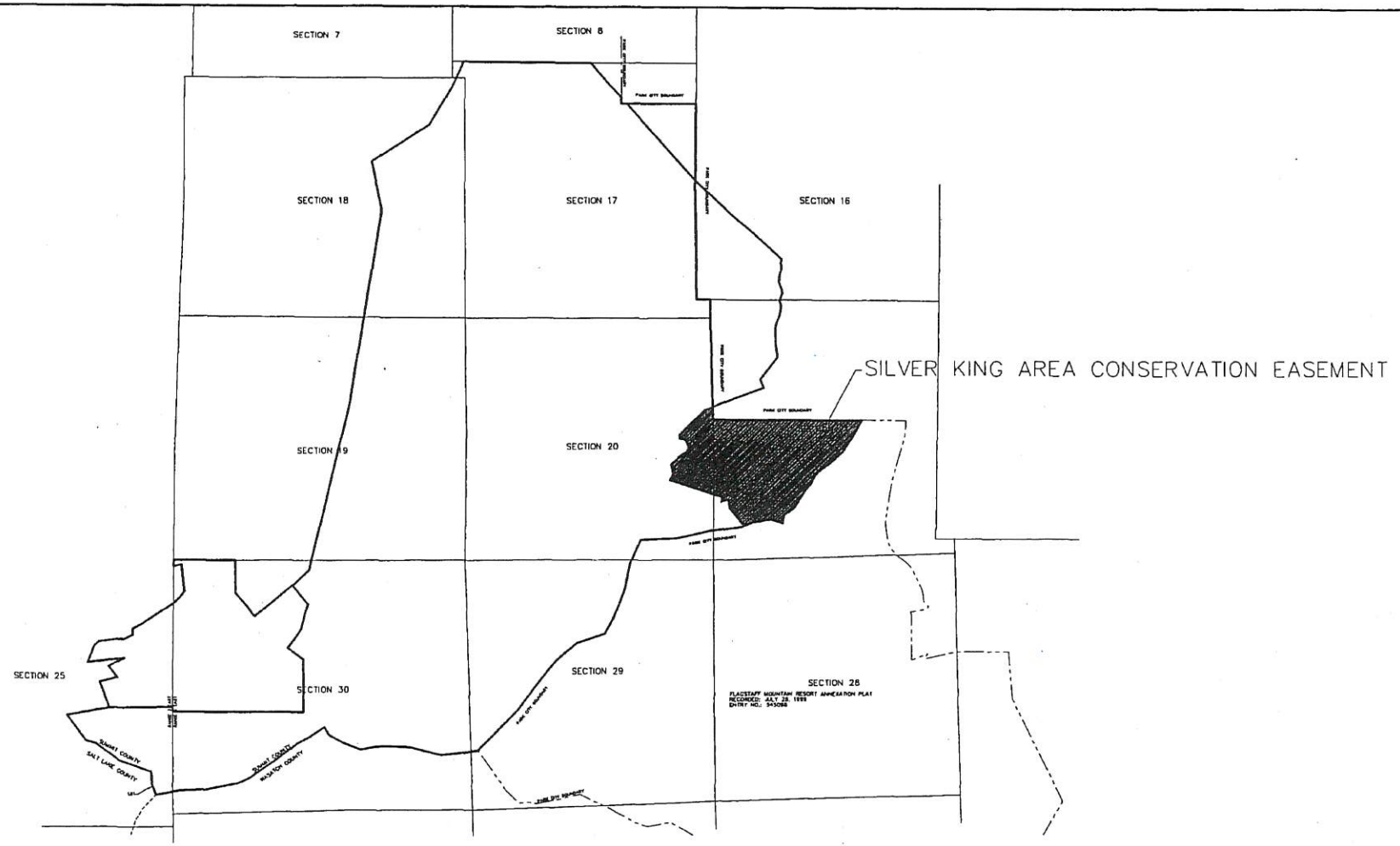
LEGAL DESCRIPTION
SILVER KING AREA CONSERVATION EASEMENT
March 2, 2007

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°54'51" West 126.00 feet; thence 11) South 38°27'54" West 138.00 feet; thence 12) South 33°26'55" West 136.00 feet; thence 13) South 32°00'03" West 159.20 feet; thence 14) South 32°14'53" West 101.60 feet; thence 15) South 35°09'16" West 88.70 feet; thence 16) South 46°47'25" West 123.00 feet; thence 17) South 56°44'38" West 142.80 feet; thence 18) South 15°21'41" West 116.30 feet; thence 19) South 10°41'54" West 76.70 feet; thence 20) North 71°42'35" West 163.49 feet; thence 21) North 72°54'27" West 85.42 feet; thence 22) South 86°11'16" West 94.42 feet; thence 23) South 77°48'30" West 79.25 feet; thence 24) South 77°19'44" West 85.84 feet; thence 25) South 81°11'10" West 122.88 feet; thence 26) South 67°45'58" West 149.28 feet; thence 27) South 64°44'12" West 50.80 feet; thence North 85°19'13" West 26.72 feet; thence North 38°07'58" West 492.94 feet; thence North 10°07'30" West 212.80 feet; thence South 71°23'17" West 141.94 feet; thence North 08°33'57" East 80.65 feet; thence North 71°14'09" West 1185.64 feet; thence North 27°00'44" East 149.76 feet; thence North 13°42'15" West 216.34 feet; thence North 50°17'45" East 117.77 feet; thence North 40°17'45" East 142.11 feet; thence North 58°48'26" East 193.35 feet; thence North 19°44'22" East 106.66 feet; thence North 23°13'01" West 168.03 feet; thence North 73°32'40" West 146.17 feet; thence North 03°13'23" West 78.48 feet; thence North 45°49'43" East 766.88 feet; thence 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

SHEET 1 OF 2

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-shlf.dwg

(435) 649-9467

Alliance Engineering

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2007 A.D.	APPROVED AS TO FORM THIS _____ DAY OF _____, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY RECORDER	BY _____ MAYOR	_____ FEE _____ RECORDER

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ORDINANCE NO. 2025-05

AN ORDINANCE APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.

WHEREAS, on June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City;

WHEREAS, the Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation;

WHEREAS, Redus is successor-in-title to property previously owned by United Park City Mines;

WHEREAS, on February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement;

WHEREAS, the Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development;

WHEREAS, for the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire;

WHEREAS, on January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment;

WHEREAS, on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval;

WHEREAS, on April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement;

WHEREAS, the City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Amended Flagstaff Mountain Development Agreement is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City.
2. The Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation.
3. Redus is a successor-in-title to property previously owned by United Park City Mines.
4. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
5. The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development.
6. For the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire.
7. The City's acquisition of parcels from Redus represents an opportunity to gain control of about 310 acres of prime recreation land.
8. Ownership allows Park City to control access to key trail connections and to better integrate the areas within the existing biking and hiking trail network.
9. On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment.
10. On March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
11. On April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement.
12. The City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code.
13. Seeking and securing the proposed land use approvals is the sole responsibility of Redus and is a condition of Park City closing on the property acquisition. Nothing in this approval impacts the Planning Commission's review of any future application in accordance with applicable Land Management Code standards.

Conclusions of Law

1. The amendments to the Flagstaff Mountain Development Agreement, as conditioned, are consistent with the Park City General Plan and the Land Management Code.
2. Approval of the amendments to the Flagstaff Mountain Development Agreement, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
2. The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
3. The Applicant transfers ownership or an access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit A, in a form approved by the City Attorney, and fully executed and recorded with the Summit County Recorder's Office.
5. The Applicant shall receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication, and the execution of the Amended Flagstaff Mountain Development Agreement shall be effective upon recordation of the Development Agreement with Summit County.

PASSED AND ADOPTED this 24th day of April 2025.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____
Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

_____
City Attorney's Office

Exhibit A: Amended Flagstaff Mountain Development Agreement

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

Recorded this ___ day of _____, 2007
at Book #___ Page #___

ENTRY NO. 00806100
03/02/2007 02:42:51 PM B: 1850 P: 1897
Agreement PAGE 1 / 49
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORP

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

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

RECITALS

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

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

B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;

C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;

D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;

E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;

G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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-style[11]), 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 restarurant 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 pubic 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 Area[15], 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

[15] 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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate[17] 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 reallignment 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 8406^

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

FALISKER
900 MAIN ST SUITE 611
P.O. BOX 4349
84060

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

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

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

Copy to:

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

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, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
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Oakley, Utah 84055

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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)

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NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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

Arizona
STATE OF ~~UTAH~~)
Maricopa : ss
COUNTY OF ~~SUMMIT~~)

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



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

SCHEDULE 3.1

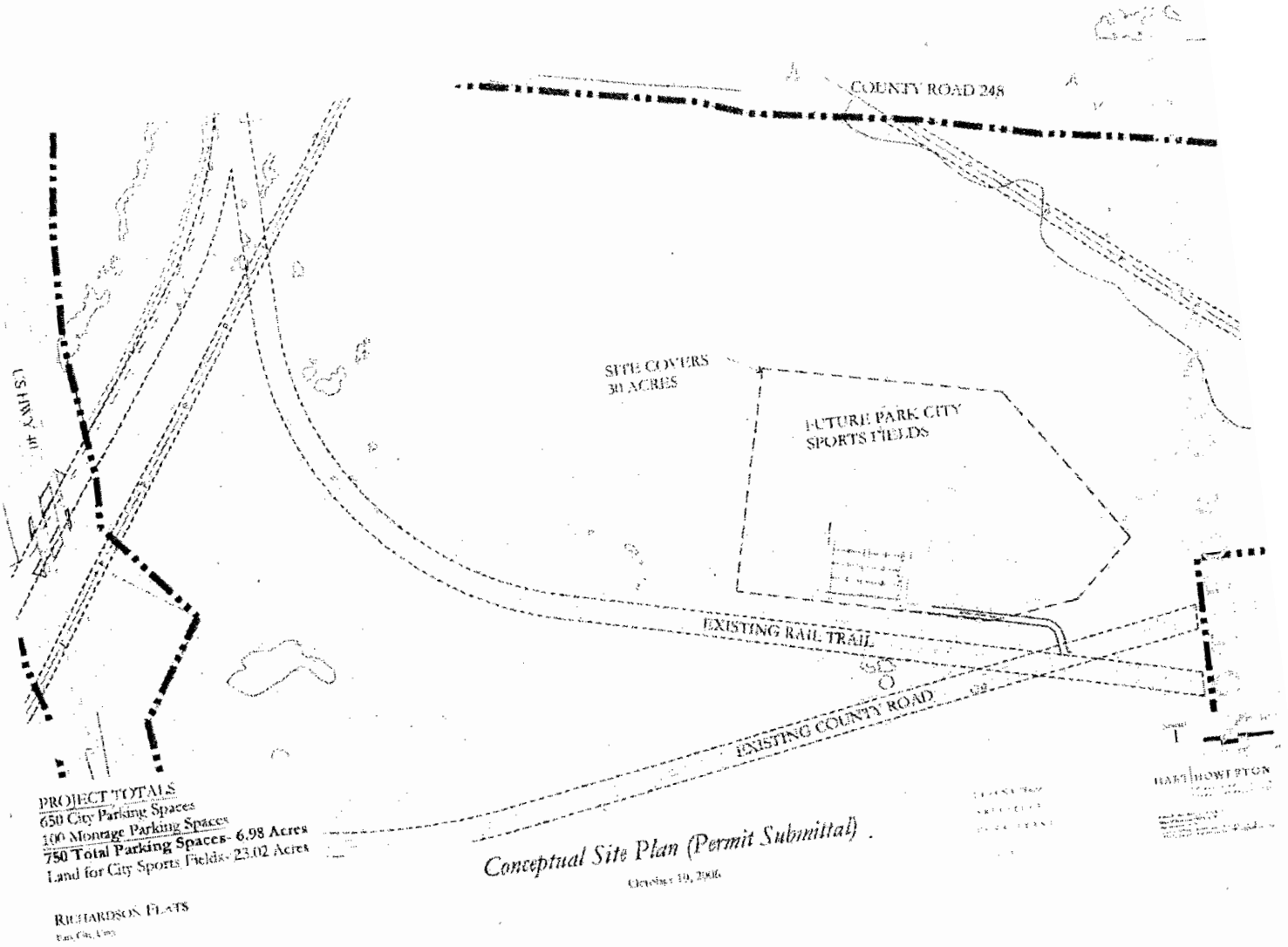
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

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

Additional specifications are as follows:

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

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

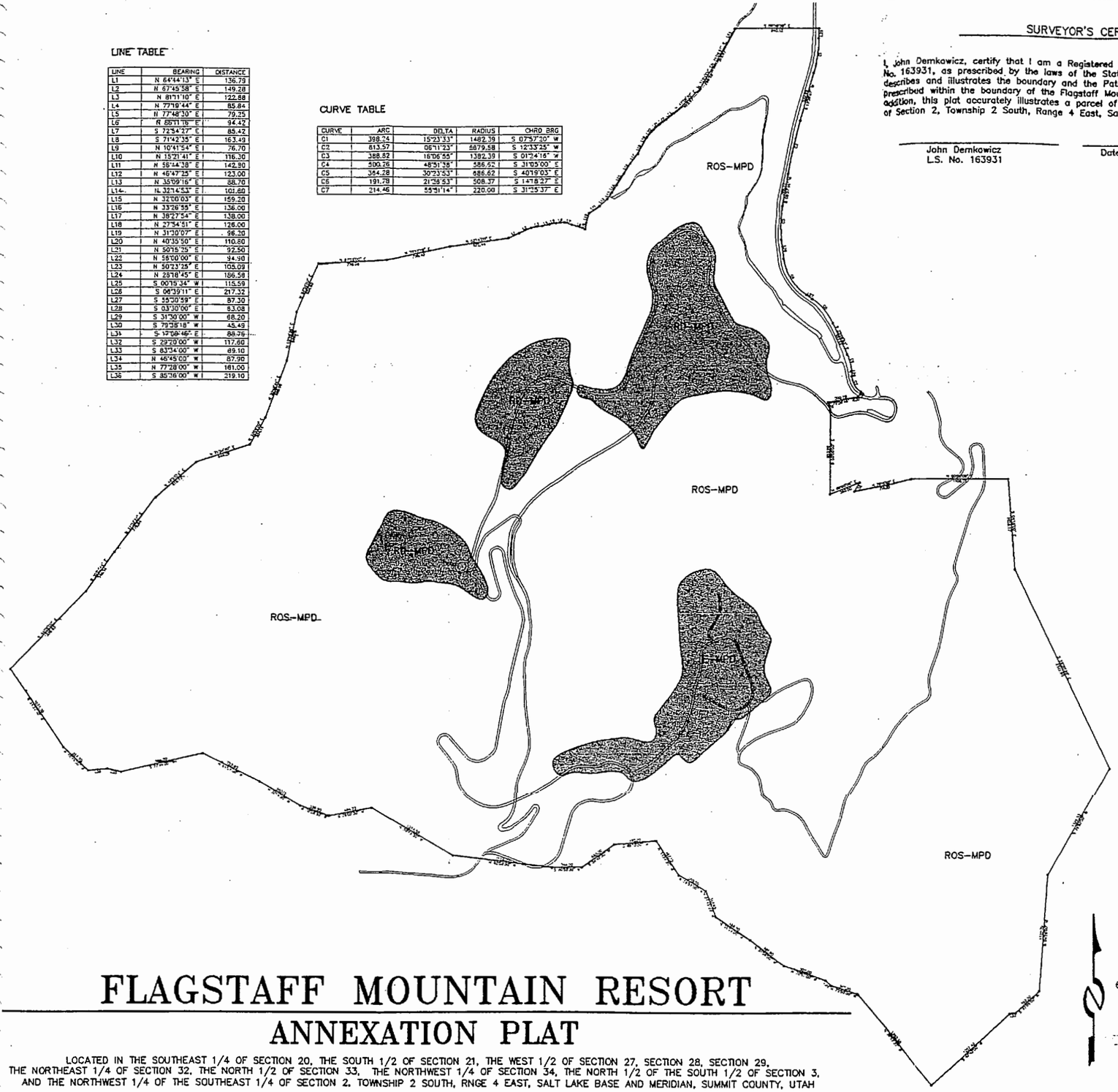

COUNTY ROAD 248
SITE COVERS
30 ACRES
FUTURE PARK CITY
SPORTS FIELDS
EXISTING RAIL TRAIL
EXISTING COUNTY ROAD
PROJECT TOTALS
650 City Parking Spaces
100 Montage Parking Spaces
750 Total Parking Spaces- 6.98 Acres
Land for City Sports Fields- 23.02 Acres
RICHARDSON FLATS
Conceptual Site Plan (Permit Submittal)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°19'44" E	85.84
L5	N 77°48'30" E	79.25
L6	N 88°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.49
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.20
L11	N 58°44'38" E	142.90
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	101.60
L15	N 32°00'03" E	159.20
L16	N 33°26'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.20
L20	N 40°35'50" E	110.80
L21	N 50°15'25" E	92.50
L22	N 58°00'00" E	94.90
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.58
L25	S 00°15'34" W	115.59
L26	S 06°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	63.08
L29	S 31°30'00" W	68.20
L30	S 79°38'18" W	45.49
L31	S 17°08'46" E	88.75
L32	S 29°20'00" W	117.60
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 85°26'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHRD BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W
C2	813.57	06°11'23"	5879.58	S 12°33'25" W
C3	388.82	16°06'55"	1382.39	S 01°24'16" W
C4	500.28	48°51'38"	586.62	S 31°05'00" E
C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°26'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°25'37" E



FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

600 0 600 1200 feet

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Convernment Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines; the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exsist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
:ss
County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04 39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line : North 44 09'00" East 1256.63 feet; thence North 35 07'44" East 548.54 feet; thence North 37 33'27" East 779.84 feet; thence North 49 33'13" East 616.72 feet; thence North 71 34'40" East 644.25 feet; thence North 30 09'00" East 354.14 feet; thence North 20 46'44" East 698.015 feet; thence North 10 48'39" East 569.75 feet; thence North 23 55'00" East 604.00 feet; thence North 87 35'00" East 778.00 feet; thence North 77 17'18" East 735.40 feet; thence North 82 14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39 17'28" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64 44'13" East 136.79 feet; thence North 67 45'58" East 149.28 feet; thence North 81 11'10" East 122.88 feet; thence North 77 19'44" East 85.84 feet; thence North 77 48'30" East 79.25 feet; thence North 88 11'16" East 94.42 feet; thence South 72 54'27" East 85.42 feet; thence South 71 42'35" East 163.49 feet more or less to a point on the westerly right —of—way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79 18'06" West 5.00 feet more or less, from Map Point A—1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right—of—way the following fifteen (15) courses: North 10 41'54" East 76.70 feet; thence North 15 21'41" East 116.20 feet; thence North 58 44'38" East 142.90 feet; thence North 46 47'25" East 123.00 feet; thence North 35 09'16" East 88.70 feet; thence North 32 14'53" East 101.60 feet; thence North 32 00'03" East 159.20 feet; thence North 33 26'55" East 136.00 feet; thence North 38 27'54" East 138.00 feet; thence North 27 54'51" East 126.00 feet; thence North 31 30'07" East 98.20 feet; thence North 40 35'50" East 110.80 feet; thence North 50 15'25" East 92.50 feet; thence North 58 00'00" East 94.90 feet; thence North 50 23'25" East 105.09 feet; thence North 47 29'39" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32 04'00" East 298.25 feet; thence North 29 09'57" East 315.97 feet; thence North 28 18'45" East 188.56 feet, more or less, to the East—West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly baundary line for the corporate limits of Park City, Utah; thence South 89 59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right—of—way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00 15'34" West 111.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15 23'33"398.24 feet more or less; thence South 15 39'07" West 559.89 feet to a point on a 5,879.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06 11'23", a distance of 813.57 feet; thence South 09 27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16 06'55", a distance of 388.82 feet; thence South 6 39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48 51'38", a distance of 500.28 feet; thence South 55 30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30 23'53", a distance of 364.28 feet; thence South 25 06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21 38'53", a distance of 191.78 feet; thence South 3 30'00" East 83.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55 51'14", a distance of 214.46 feet; thence South 31 30'00" West 68.20 feet; thence South 79 38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79 59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17 09'45" East 88.75 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69 East 360.00 Feet; thence South 29 20' West 117.60 feet; thence North 78 10' East 714.30 feet; thence East 1,108.71 feet more or less to a point the Wasatch—Summit County line; thence along said Wasatch — Summit County line. *The following thirty courses: South 04 39'00" East 1,328.07 feet; thence South 25 30'30" East 2,521.90 feet to County Line Point 51; thence South 29 50'00" West 1,398.30 Feet to County Line Point 55; thence South 4 18'00" West 1,320.70 feet to County Line Point 58; thence South 47 05'00" West 369.50 feet to a County Line Point; thence South 83 34'00" West 88.10 feet to County Line Point 59; thence South 47 42'00" West 1,207.40 feet to County Line Point 62A; thence North 39 53'30" West 1,352.50 feet to County Line Point 64; thence North 72 50'00" West 317.30 feet to County Line Point 65; thence North 48 45'00" West 87.90 feet to County Line Point 66; thence North 70 57'00" West 502.00 feet to County Line Point 67; thence North 31 56'00" West 481.90 feet to County Line Point 68; thence North 55 53'00" West 486.80 feet to County Line Point 69 feet; thence North 21 49'00" West 317.40 feet to County Line Point 70; thence North 59 57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33 22'30" West 467.10 feet to County Line Point 71; thence South 85 10'30" West 492.30 feet to County Line Point 72; thence South 54 42'30" West 453.20 feet to County Line Point 73; thence South 88 55'30" West 344.00 feet to County Line Point 74; thence North 82 52'30" West 1,132.30 feet to County Line Point 77; thence North 59 43'30" West 1,074.55 feet to County Line Point 233B; thence North 79 07'30" West 494.73 feet to County Line Point 80; thence North 70 28'30" West 339.90 feet to County Line Point 81; thence North 60 14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 54 07'00" West 727.60 feet to County Line Point 83; thence South 77 44'00" West 968.80 feet to County Line Point 85; thence North 77 28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point 0; thence South 85 39'00" West 219.10 feet to County Line Point 86; thence North 48 44'00" West 384.70 feet to County Line Point 87; thence North 34 37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,555.4 acres more or less.

RECEIVED
JUL 2 1999
PARK CITY
PLANNING DEPT.

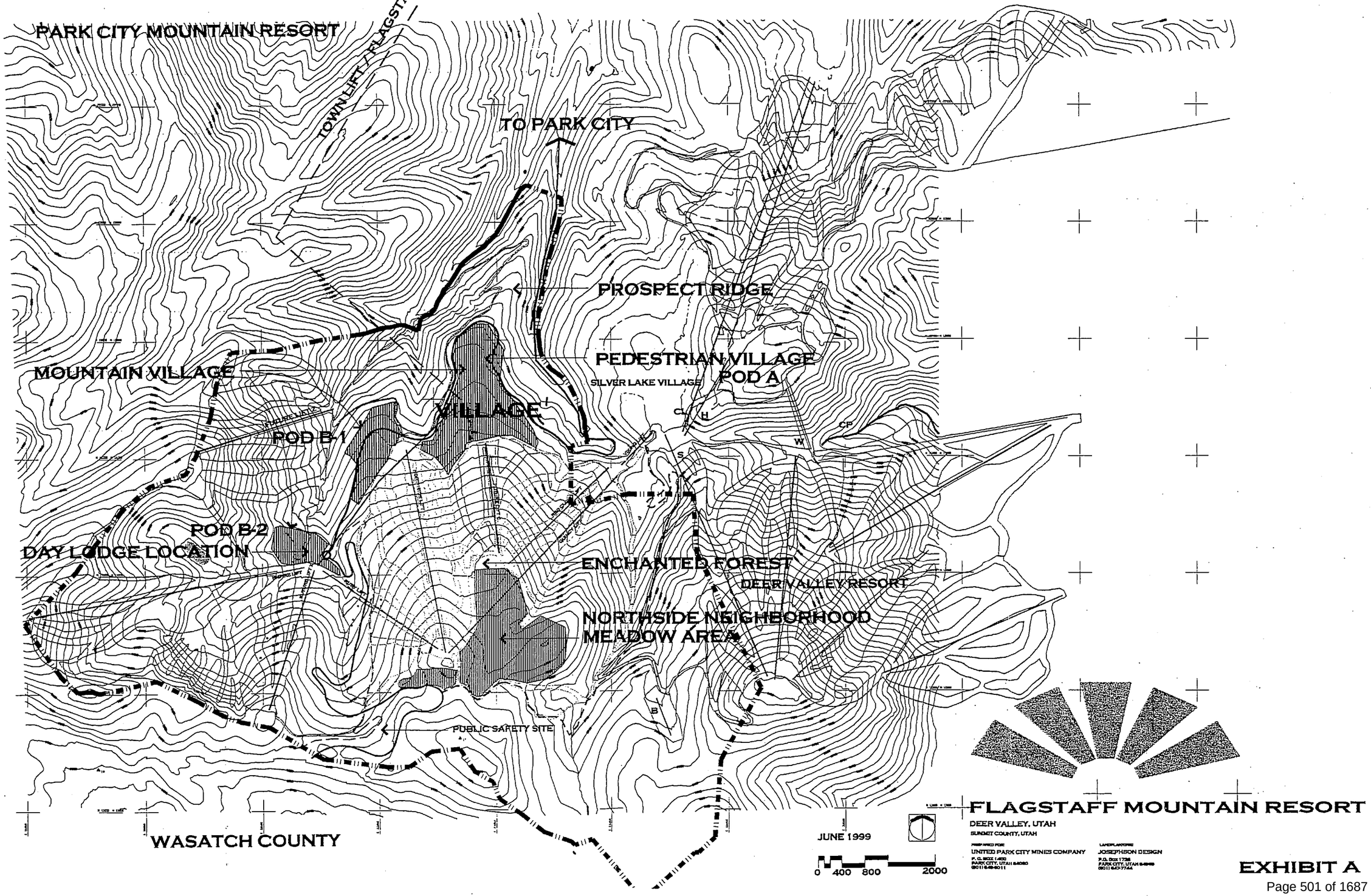
EXHIBIT "A"

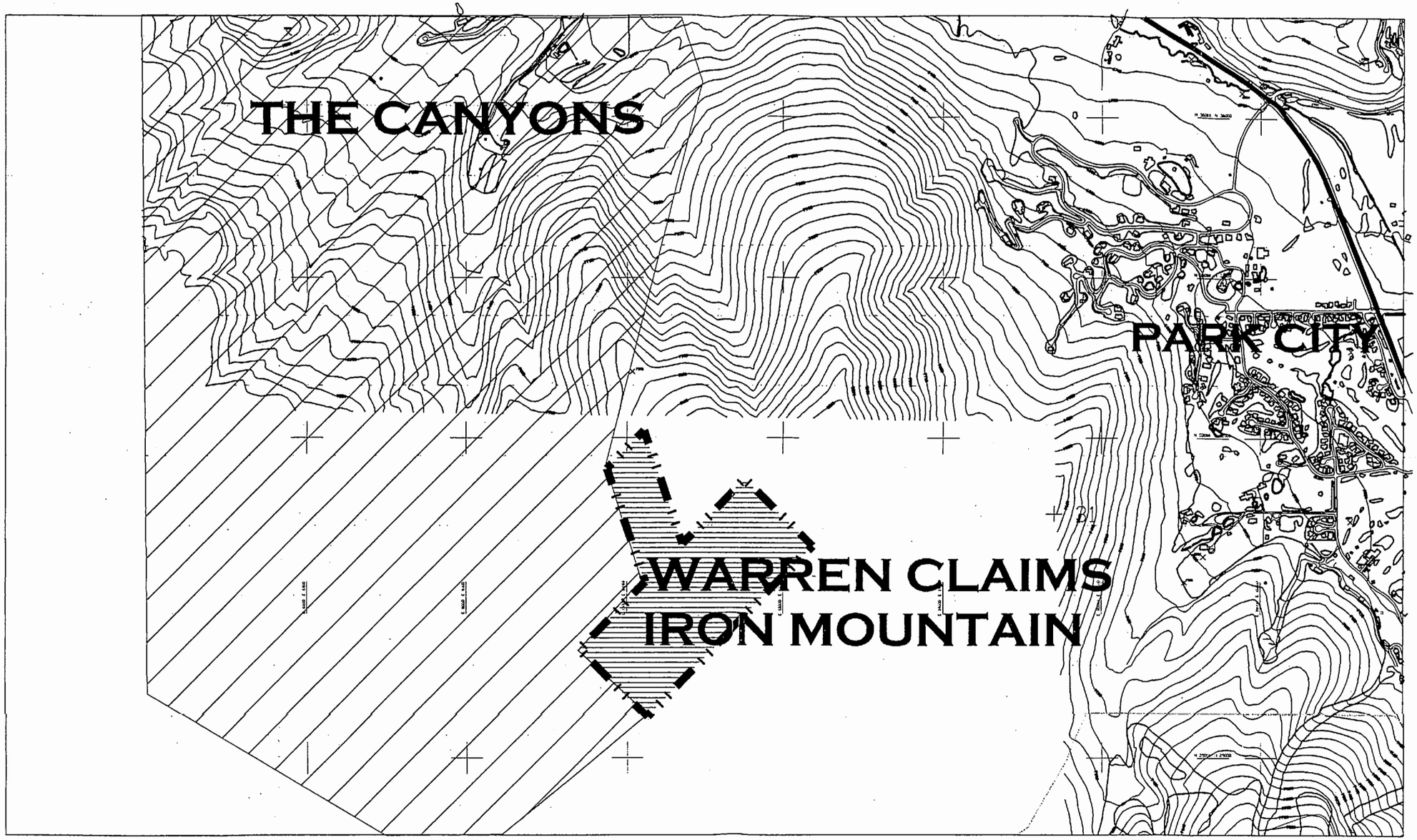
1 OF 2

Alliance Engineering Inc.

JOB No. 17-4-96 FLAGSTAFF\OVERALL\FLGANEX

~~ALLIANCE ENGINEERING INC.~~	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (435) 649-9467	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 1999 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER


PARK CITY MOUNTAIN RESORT
TOWN LIFT / FLAGSTAFF GONDOLA
TO PARK CITY
PROSPECT RIDGE
PEDESTRIAN VILLAGE
SILVER LAKE VILLAGE
POD A
MOUNTAIN VILLAGE
VILLAGE
POD B-1
POD B-2
DAY LODGE LOCATION
ENCHANTED FOREST
DEER VALLEY RESORT
NORTHSIDE NEIGHBORHOOD
MEADOW AREA
PUBLIC SAFETY SITE
WASATCH COUNTY
FLAGSTAFF MOUNTAIN RESORT
DEER VALLEY, UTAH
SUMMIT COUNTY, UTAH
JUNE 1999
0 400 800 2000
UNITED PARK CITY MINES COMPANY
JOSEPHSON DESIGN
EXHIBIT A



APRIL, 1999

0 400 800 2000

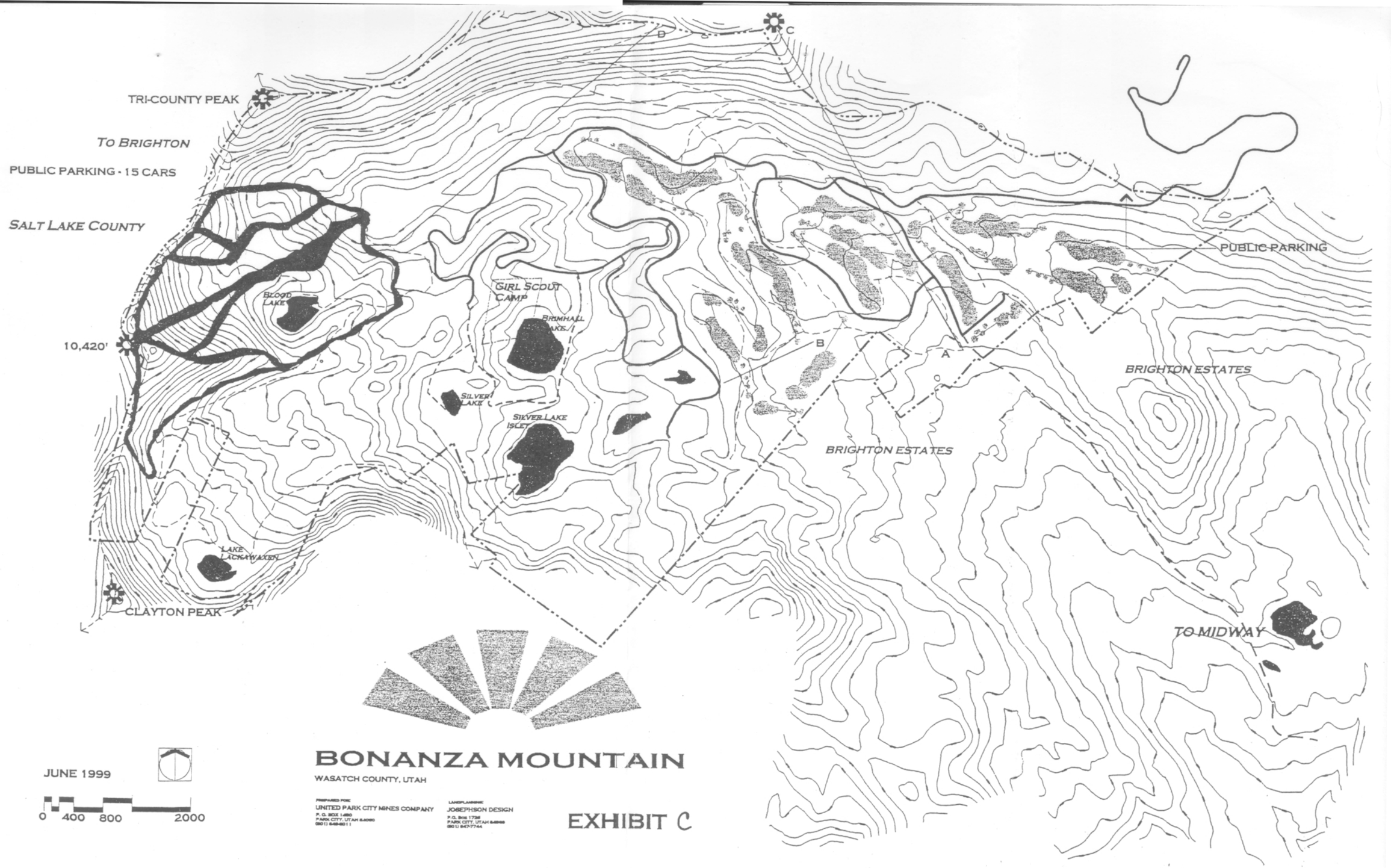
IRON MOUNTAIN PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT B



JUNE 1999

0 400 800 2000

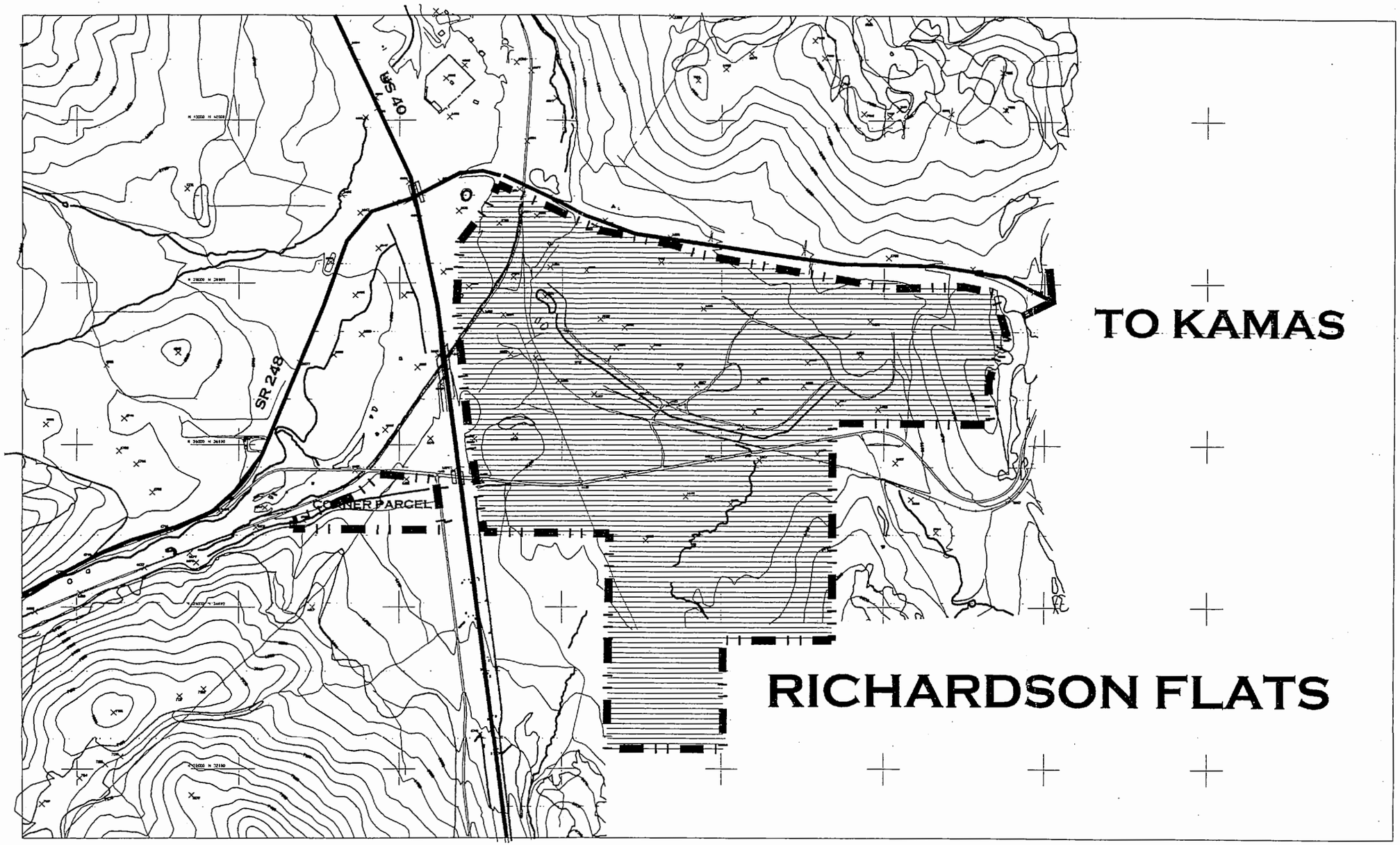
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT C



RICHARDSON FLATS PARCEL

APRIL 1999

0 400 800 2000

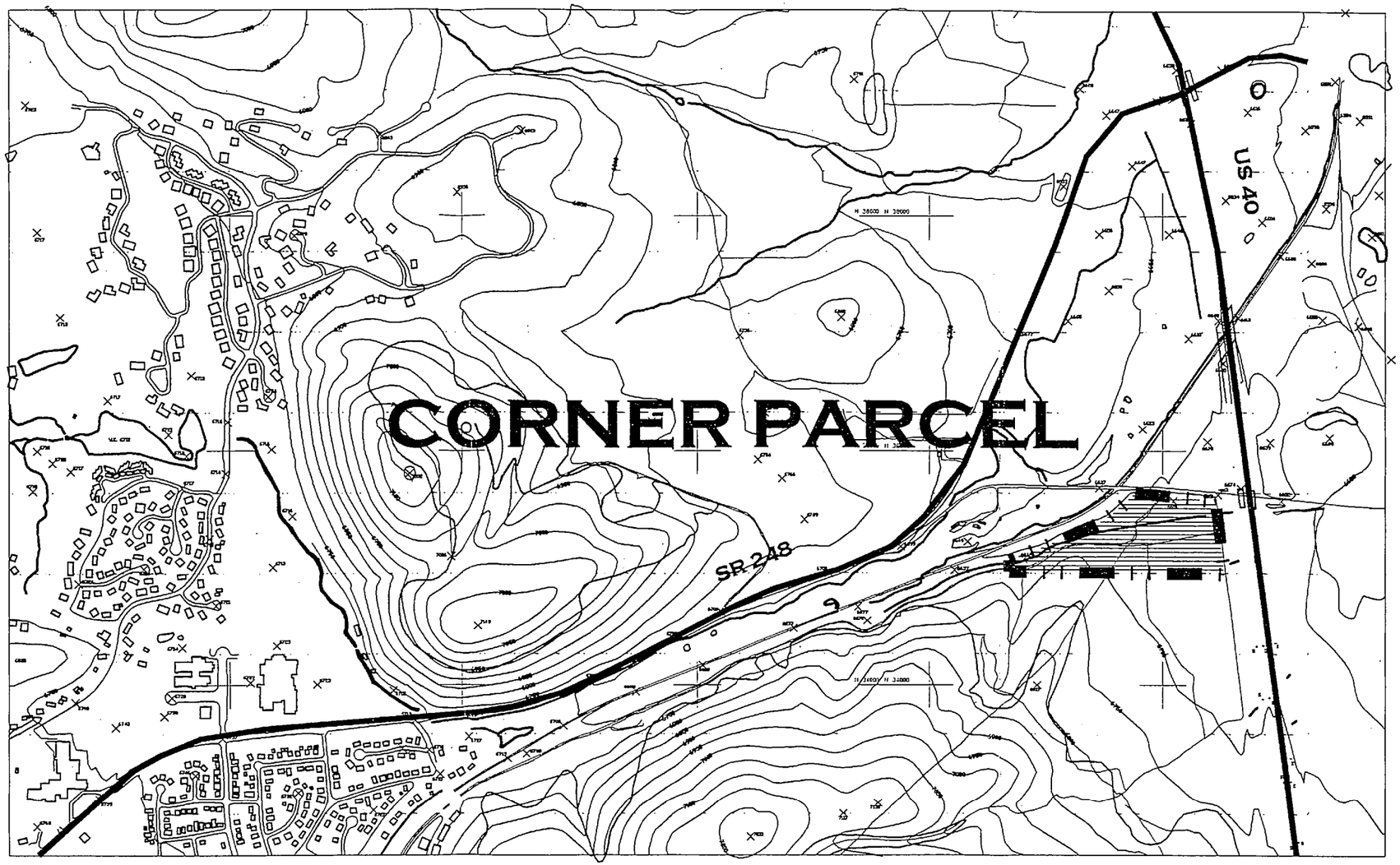
SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

0 400 800 2000

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EXHIBIT E

SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)

PROPOSED SKI RUNS (NUMBERED)

EXISTING SKI LIFTS (NAMED)

PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

400 0 400 800 FEET

Exhibit F

SHANER
Design Graphics

ANCHOR

EMPIRE CANYON EXPRESS QUAD CHAIR LIFT

DALY WEST

PROPOSED PUBLIC ROAD

PROPOSED ROUND ABOUT

EXISTING GAURDSMAN ROAD ABANDONED

PROPOSED PUBLIC ROAD

FUTURE VILLAGE ROAD

ONTARIO MINE

PROPOSED PRIVATE ROAD

PROPOSED RE-ALIGNMENT TO GAURDSMAN ROAD

PROPOSED PRIVATE ROAD

RUBY CHAIR LIFT

NORTH SIDE QUAD CHAIR LIFT

EXISTING GAURDSMAN ROAD

PROPOSED OVERPASS

PROPOSED PRIVATE ROAD

ACCESS GATE

RED CLOUD CHAIR LIFT

QUINCY CHAIR LIFT

VIKING CHAIR

WASATCH COUNTY

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6-9-99

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-22-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS
FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ROAD-EX

EXISTING GAURDSMAN ROAD

RUBY CHAIR LIFT

NORTH SIDE QUAD CHAIR LIFT

TO SILVER LAKE

PROPOSED PUBLIC ROAD

STEIN ERIKSEN LODGE

RED CLOUD CHAIR LIFT

QUINCY CHAIR LIFT

EXISTING ROAD

DEER VALLEY MAINTAINANCE

PROPOSED NORTH SIDE SUBDIVISION

PROPOSED PRIVATE ROAD

ONTARIO CANYON

EXISTING 20' WIDE 10% MAX GRADE SEASONAL EMERGENCY ACCESS ROAD

PROPOSED 20' WIDE 10% MAX GRADE SEASONAL EMERGENCY ACCESS ROAD

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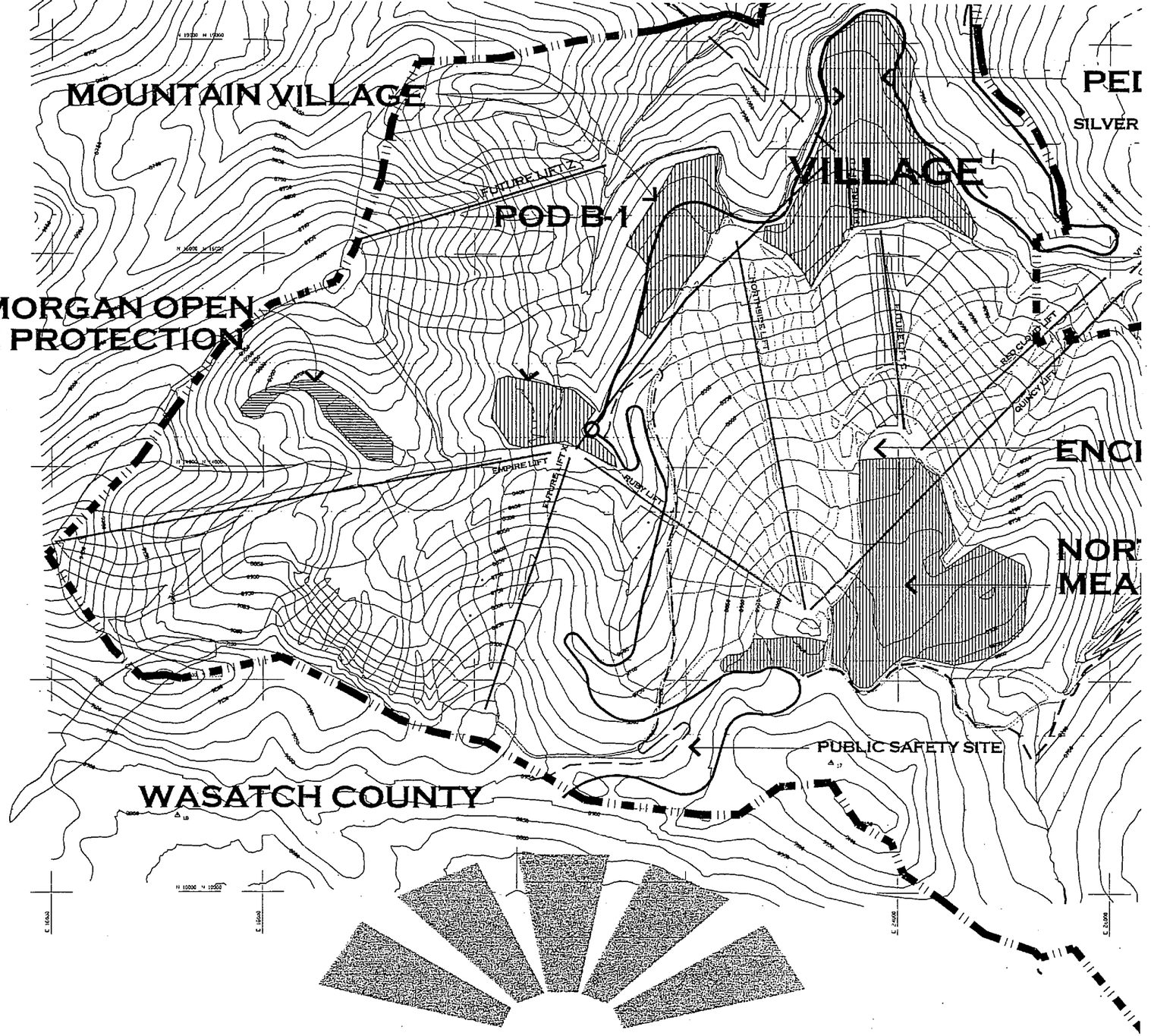
JOB NO.: 5-2-94



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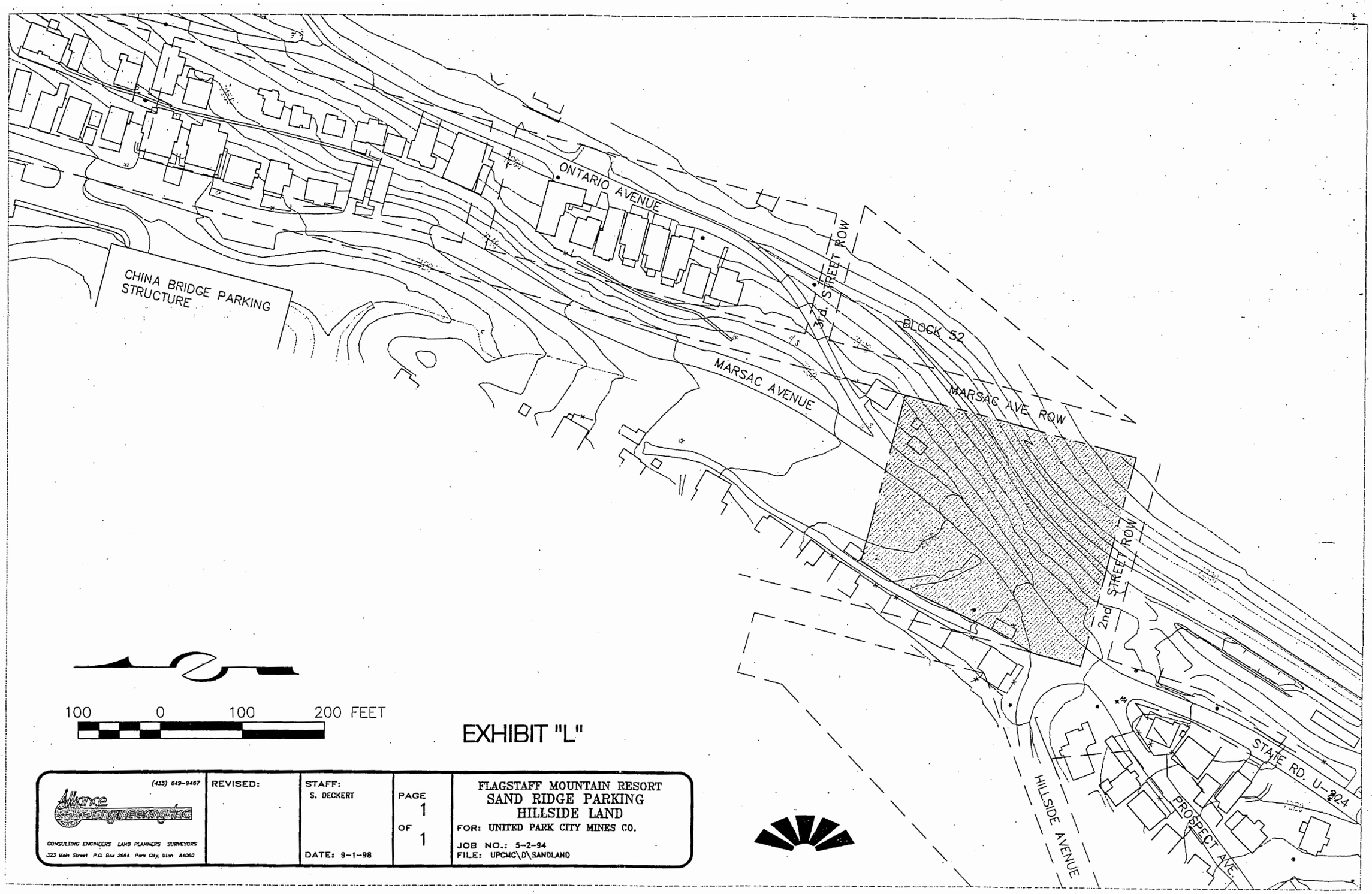

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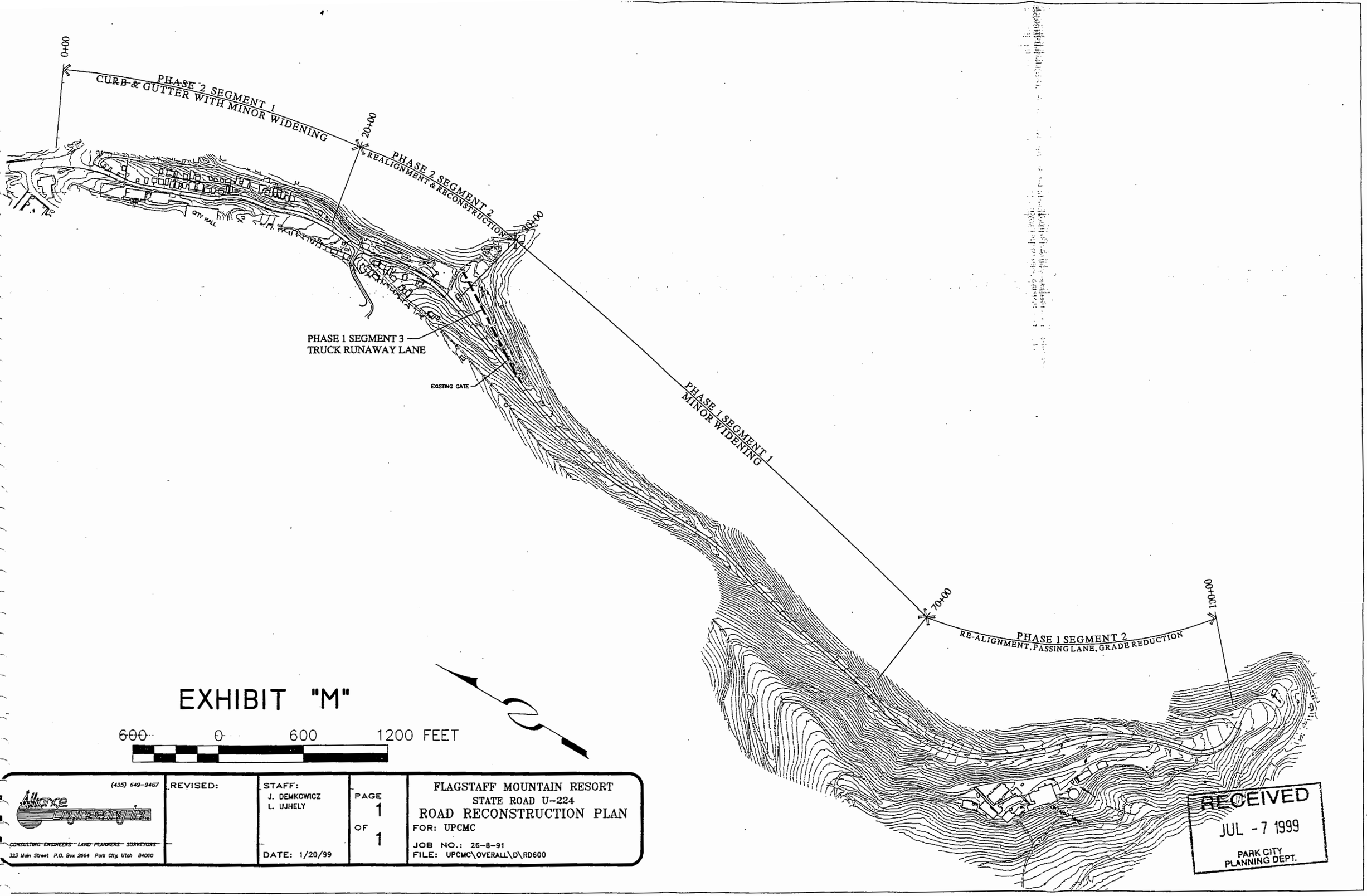
PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
SAND RIDGE PARKING
HILLSIDE LAND
FOR: UNITED PARK CITY MINES CO.
JOB NO.: 5-2-94
FILE: UPCMC\D\SANDLAND



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PAGE 1 OF 1

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STATE ROAD U-224
ROAD RECONSTRUCTION PLAN
FOR: UPCMC

JOB NO.: 26-8-91
FILE: UPCMC\OVERALL\D\RD600

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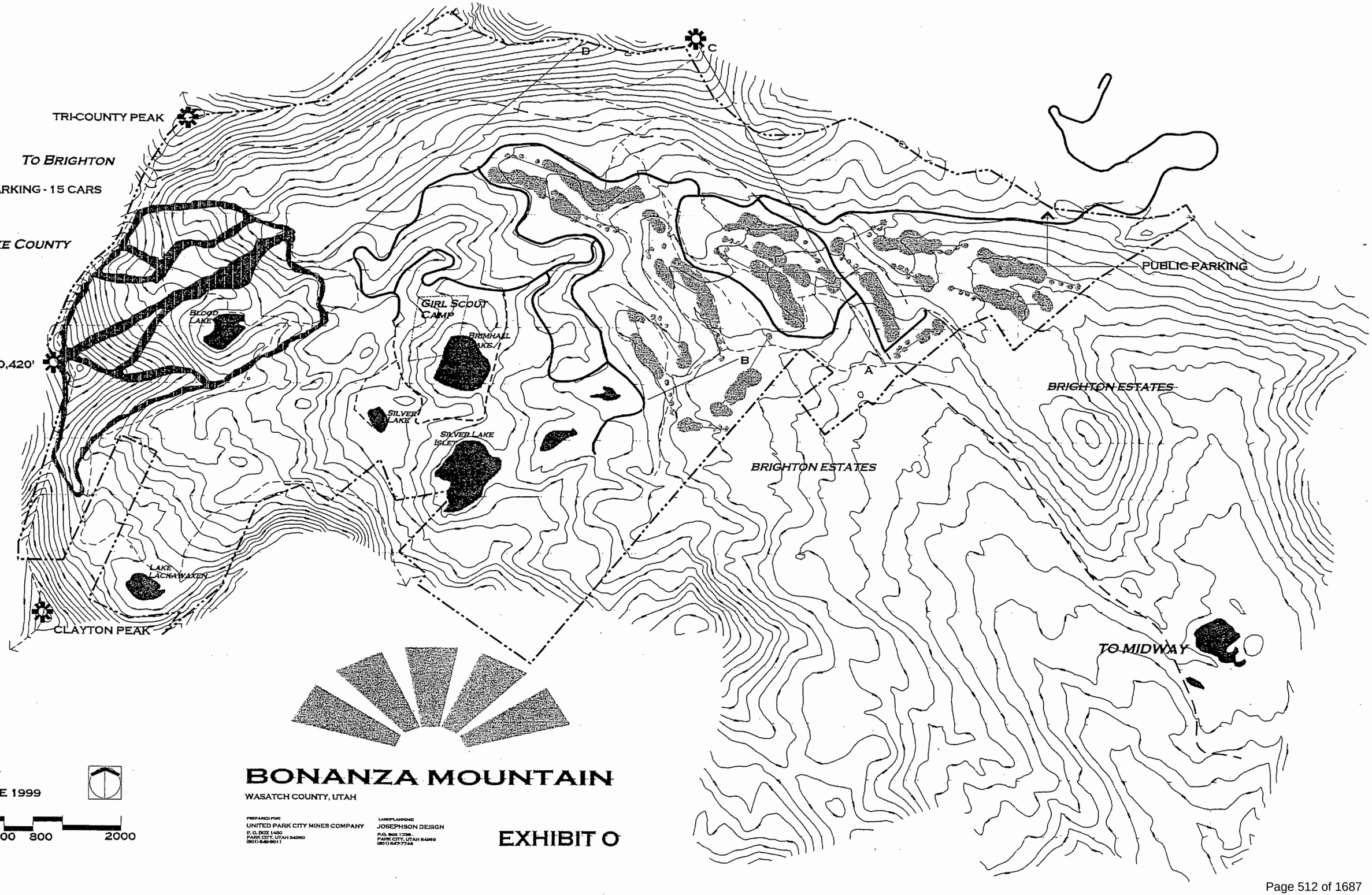

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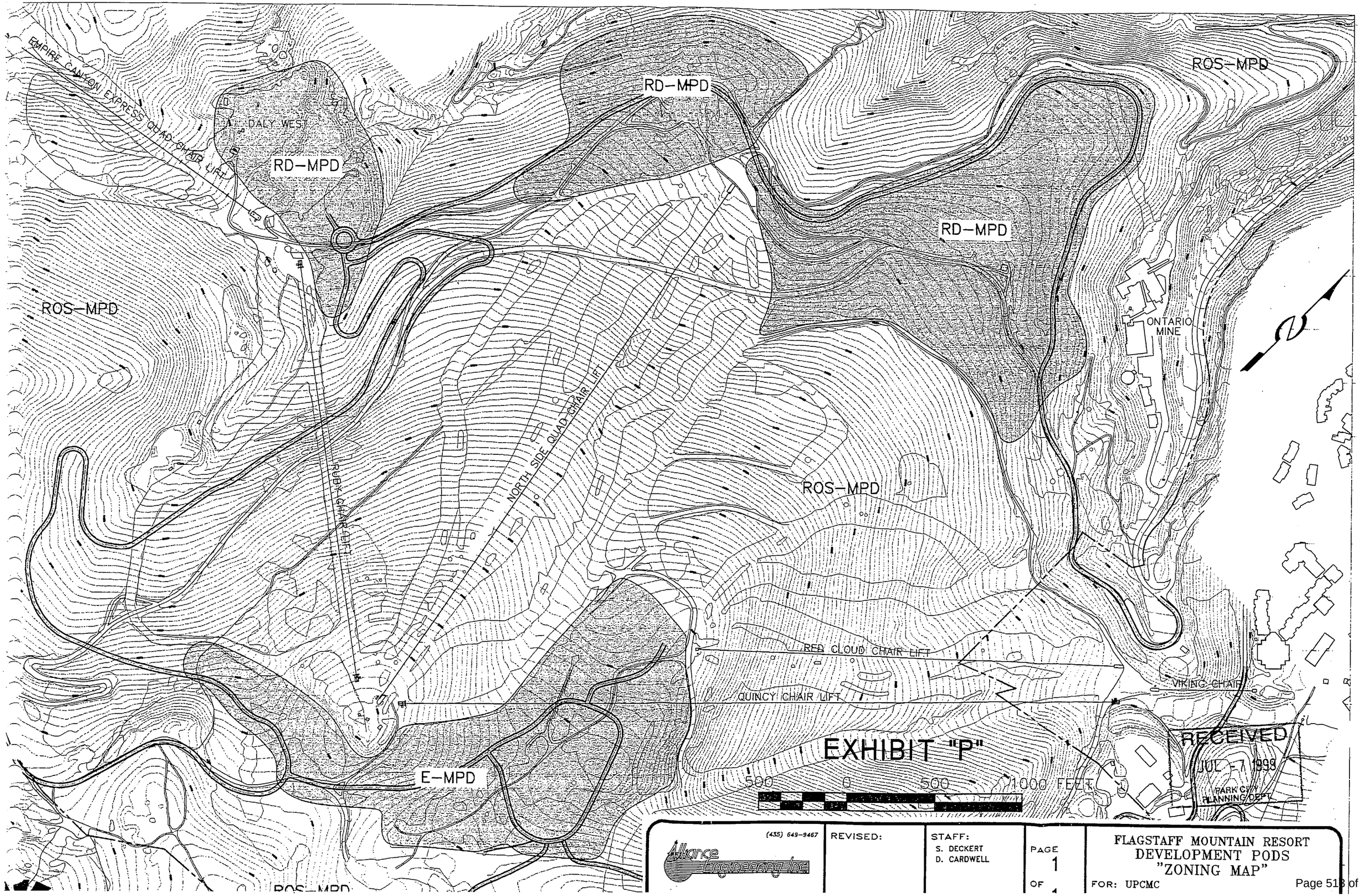

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PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"
FOR: UPCMC



FLAGSTAFF, A PLANNED COMMUNITY

DEER VALLEY, UTAH

DESIGN GUIDELINES

EXHIBIT 2

MAY 2001

REVISED AND APPROVED DECEMBER 2001

PREPARED FOR:
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FLAGSTAFF, A PLANNED COMMUNITY
PARK CITY, UTAH

DESIGN GUIDELINES

Exhibit 2

Flagstaff Mountain Partners
May 2001
Revised and Approved December 2001

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CHAPTER 1

INTRODUCTION

"The Best Architecture is that which meets the expectations of the land."
- Henry David Thoreau

1.1 Vision Statement

Flagstaff Mountain Resort will be a sophisticated addition to the Deer Valley Resort Community. While the "spirit" and architectural image of Deer Valley is kept intact by the Deer Valley Design Guidelines, design themes unique to Flagstaff Mountain Resort offer the chance to refine the existing design guidelines, reinforce the spirit of the overall mountain community and its natural resources, and introduce new recommendations to develop a "sense of place". These Design Guidelines are meant to strengthen the overall image of Deer Valley by offering clear direction for the development of the Flagstaff Mountain Resort. They encourage diversity of design while maintaining a harmonious balance within this distinctive mountain setting.

The unified design theme presented in these Design Guidelines will reinforce the existing tradition of Deer Valley, preventing unplanned development from diluting the quality and character of its neighborhoods. In addition, property values will be enhanced through the recommendations offered herein and through the commitment to keeping Flagstaff Mountain Resort as natural and inviting as possible using timeless, regional design principles.

1.2 Scope and Organization of Guidelines

1.2.1 Scope

All new projects within the Flagstaff Mountain Resort shall comply with these Design Guidelines. The Flagstaff Mountain Design Review Committee (DRC) will review all projects for compliance with these design guidelines prior to submittal to the appropriate jurisdiction, with Park City Municipal Corporation (PCMC) as the final authority in matters of site development, landscaping, and architectural character.

As stated within the Deer Valley Design Guidelines, this document is meant to ensure that the "spirit" of Deer Valley isn't undermined by arbitrary, unthoughtful design, as this "spirit" is absolutely critical to the success of the area and the individual neighborhoods.

This Design Guideline document is one of several studies that have been prepared to support the Flagstaff Mountain Resort's Large Scale Master Plan Development (LSMPD) application. As LSMPDs are programmatic in nature and subject to refinement at subsequent Master Planned Development (MPD) or Conditional Use Permit (CUP) stages, correspondingly, the contents of this study should be viewed as conceptual in nature and subject to change as specific plans are developed. However, details developed at the MPD or CUP stage will not require a modification of these guidelines provided they comply with the Goals and Objectives of this study.

1.2.2 Organization

The General Architectural Character and the Design Guidelines chapters set forth the design standards for structures including height, color, and materials. The Site Planning and Development Guidelines chapter sets forth guidelines and standards for all site work relating to grading, landscaping, and siting of structures and outdoor areas.

This document may be amended from time to time by the DRC. It is the applicant's responsibility to obtain and review copies of current guidelines and all applicable sections of the Covenants, Conditions, and Restrictions (CC&R's) for the Flagstaff Mountain Resort.

CHAPTER 2

GENERAL ARCHITECTURAL CHARACTER

2.1 Introduction

Flagstaff Mountain Resort provides the opportunity for a natural expansion of the Deer Valley Resort Community. While Flagstaff Mountain Resort will be perceived as a part of Deer Valley, it can also have a distinct image and character unto itself. Maintaining and even improving the quality and underlying architectural image of Deer Valley is of primary importance. From that strong starting point, Flagstaff Mountain Resort can present its own identity and richness of architectural expression.

2.2 Architectural Theme

Flagstaff Mountain Resort, which is contiguous with Deer Valley and lying just to the west of Silver Lake, is seen as a natural extension of the existing resort area. As such, the architecture should be a direct outgrowth of Deer Valley, and be in harmony with the Design Guidelines of Deer Valley. Within that context, however, Flagstaff Mountain Resort can present a focused design style or architectural theme that will define its special character. In essence, the architectural theme of Flagstaff Mountain Resort will evolve from the best of Deer Valley...architecture that blends with the natural landscape, maintains a sensitive "human" scale, and uses carefully crafted details with indigenous materials such as timber and stone. Flagstaff Mountain Resort will also reflect a subtle recall to the heritage of its past as a focus of turn of the century activities.



Fig 2-1: Architecture should blend with the natural landscape and maintain human scale.

The following design considerations should be incorporated within Flagstaff Mountain Resort:

Form - The close relationship to Deer Valley dictates that the form of the buildings within Flagstaff Mountain Resort is the most important design factor. The majority of the buildings within Flagstaff Mountain should have a profile that steps with the ter-

rain contours of the site. Vertical expression is acceptable within certain areas of the Resort. Buildings shall appear to have grown out of the site through the use of terrain integrated foundation walls and terraces. The foundation walls should serve as a podium for the larger structure, allowing a strong base and transition back to natural grades. Major roof forms should be medium in pitch from 4:12 to 12:12. Generally, buildings should have one simple dominant roof, typically with a gable form. Secondary roofs can join into side walls or cover smaller building forms. Roof forms should be used to shed snow away from building entries, patios, decks and other areas of activity.

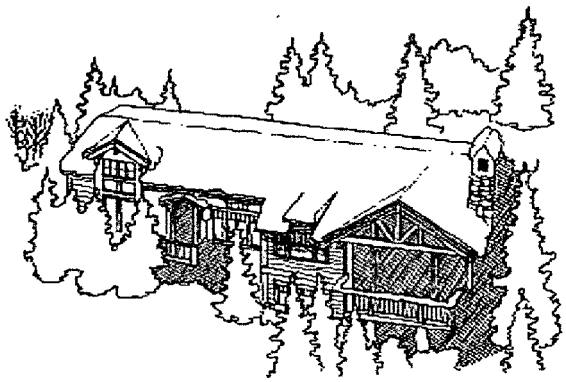

Fig 2-2: Buildings should maintain relatively low, horizontal profiles which step with their sites.

The overall form of buildings shall include one dominant mass...generally rectangular. Secondary forms can then become additive to create an interesting composition of simple elements that step with the terrain.

Structural Expression - The architectural theme of Flagstaff Mountain Resort emphasizes a direct expression of structural enclosure...whether through the massing of walls or the use of heavy framing. Often the materials of the expressed structure become the visual detail and finish surfaces of the architecture...such as stone bearing walls or log trusses. The key to success for this type of architectural design is an honest expression of structural components; mass walls should read as gravity bearing walls with deep window and door reveals, while truss and beam framing should be visually integral to the primary structure and not used merely as additive decoration. Historical precedent for this honest expression of structural framing can be found in many of the turn of the century buildings located throughout the west.

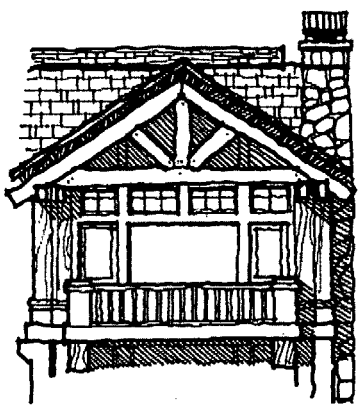

Fig 2-3: Direct expression of structural enclosure using framing.

One of the best opportunities to express the architectural structure is in exposed roof framing...particularly over entryways, porches, and gable ends. Many of the residences and lodges of Deer Valley have accomplished this quite successfully. The intermixing of heavy timber with round logs can be used in the framing if care is given to the scale and connection details. Massive log columns can be used to provide an image of strength and a playful connection to the natural setting.

Exterior Materials - The palette of materials for Flagstaff Mountain Resort relates directly to Deer Valley. In certain situations it may be necessary to have buildings clad in fire retardant materials based on the recommendations of the Planning Staff, Fire Marshall and other officials. In general, however, materials and their uses should be as follows:

a) Exterior Walls - The primary wall materials are to be stone and wood. Stucco may be used as a secondary wall material.

b) Stone - The Design Review Committee has selected a palette of allowable stone. The Committee is open to other submittals for consideration. Cobble stones and river rock will not be permitted in Flagstaff Mountain Resort.



Fig 2-4: The material palette for Flagstaff Mountain includes stone, stained wood, and limited areas of stucco at secondary walls.

c) Wood may be used in a variety of ways:

- Vertical board and batt siding which takes its precedent in Deer Valley and in the historic mine structures.
- Horizontal boards which have a dimensional thickness and width exceeding 1" x 6".
- Logs...stacked as peeled round logs, hewn into rectangular logs, or used as primary framing elements.
- Cedar shingles primarily used as accents on gable ends or dormers.
- Stucco may be used as an expression of mass wall, but not more than 50% of any building may be stucco.

d) Roof material - Roofs shall be approved thermoplastic, polyurethane, or cementitious shakes resembling cedar in color and texture, tile, slate or cementitious slate, or a natural patina metal such as copper or terne metal. Especially when metal roofs are used, special design consideration must be given to the potential danger of snow shedding on pedestrian areas, building entries, and parking and drop-off areas. The color range for roof materials is further described in Section 3.4.4.

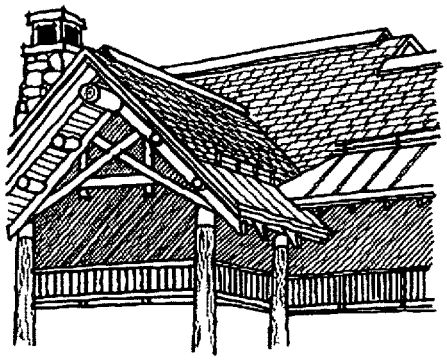

Fig 2-5: Acceptable roof materials include cedar and cementitious shakes.

Design Expression - Proportion, scale, use of materials, and crafted detail form the basis for the Flagstaff Mountain Resort design expression. Important elements of the design theme include the following:

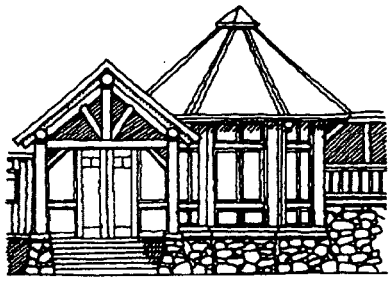

Fig 2-6: Entries should be inviting, with detailed structure, doors, and windows.

a) Entries into buildings shall be very inviting and designed to avoid the danger of snow shedding from overhead roofs. Entry portals and enclosures shall exhibit a high level of artistry in the detailing of structural connections, doors, windows, and trim.



Fig 2-7: Principles of proportion, scale and use of materials.

b) Stone shall be used to define or enclose a component of the building such as a floor level change or an additive three dimensional form. Stone shall not be consistently used as merely a skirting strip around the base of the building.

c) Window proportions shall be based on a vertical or square unit, whether set into a wall or grouped together in horizontal openings. The precedent for vertical or square windows, often double hung, is found in Deer Valley as well as the earlier mine structures.

d) Roof expression - Roofs shall provide a comfortable overhang, not exaggerated, but enough to give a sense of shelter and enclosure. Gable rake fascias should be relatively wide and made up of two or three boards. Structural expression of roof framing shall be pronounced.

e) Interlocking forms and materials - The additive forms of the architecture can allow interlocking compositions of forms. This can be enhanced by carefully placed recesses and openings for windows, balconies, and doors.

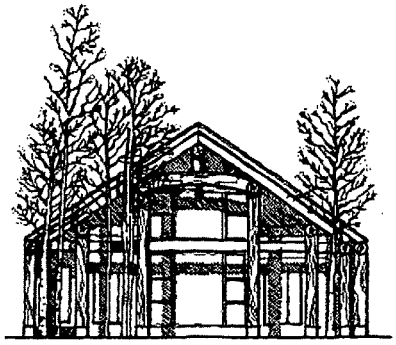

Fig 2-8: Large viewing windows shall be recessed under overhangs.

f) Mass walls in stone or stucco shall be punctuated by deeply recessed openings for doors and windows to express the mass and depth of the wall and to create interesting shadow patterns.

g) Large viewing windows shall be set back under roof overhangs or other recesses in the structure to place the windows in shadow and thus avoid reflection and glare.

h) Chimneys shall have a tall slender proportion, reminiscent of turn of the century structures, preferably built of stone or stucco. Tapered slopes are encouraged as they add scale and interest.

2.3 Conclusion

The recall to nature available at each building site, along with the proper application of the tenets of architectural character contained herein, will transform Flagstaff Mountain Resort into a real neighborhood extention of the Deer Valley Resort Community. Structures within Flagstaff Mountain Resort will expand upon the existing architecture of the area and reinforce the underlying image of the entire valley.



CHAPTER 3

FLAGSTAFF MOUNTAIN DESIGN GUIDELINES

3.1 Introduction

As a natural extension of Deer Valley, the Flagstaff Mountain Resort offers the chance to reflect the heritage of the mountain and build upon its design principles. The Flagstaff Mountain Resort Design Guidelines, therefore, are a direct outgrowth of the document which guides construction within Deer Valley. They establish this distinct mountain neighborhood as one of the "premier" living places within the mountains, stressing the recall to the natural landscape, and the use of indigenous materials.

Within these parameters, however, the Flagstaff Mountain Resort Design Guidelines refine those already written for Deer Valley. While the overall image of the neighborhood remains the same through the use of similar forms, materials, and order, recommendations at the detail level—such as proportions of materials, treatment of details, and allowances for special materials—have been included to establish a unique "sense of place" for Flagstaff Mountain Resort, distinct from that of Deer Valley.

3.2 Building Size

Buildings within the Flagstaff Mountain Resort will follow the height and area requirements described in Appendix A. The close proximity of Flagstaff Mountain Resort to Deer Valley dictates that it present a unified, coherent image compatible with its neighbor.

3.2.1 Building Form and Massing

All buildings shall be designed with generally rectangular masses using simple, additive forms. These fragmented forms shall be stepped both vertically and horizontally with the terrain to embrace the natural site topography (see Section 3.2.2).

Single-family residences shall be residential in scale, with one- to two-story masses prevailing, and low, horizontal forms which remain below treetop level. Massing and scale for multi-family structures may reflect their appropriate functions, but should step with the topography. All buildings will be designed with massing to reflect their interior spaces, and clear definition of base, middle and top is required on all structures as well (see Section 3.4 to follow).

3.2.2 Building Height



Fig 3-1: Single-family homes shall be designed with simple, additive forms and low, horizontal profiles.

The basis for allowable building height varies between single family residential and multi-family structures and where these uses occur on site. Chimneys, cupolas, and other special roof forms are excluded from both sets of requirements but are subject to a case by case review. Certain lots may contain more restrictive criteria, due to unusually sensitive locations within Flagstaff Mountain Resort; Appendix "A" contains a list of these lots.

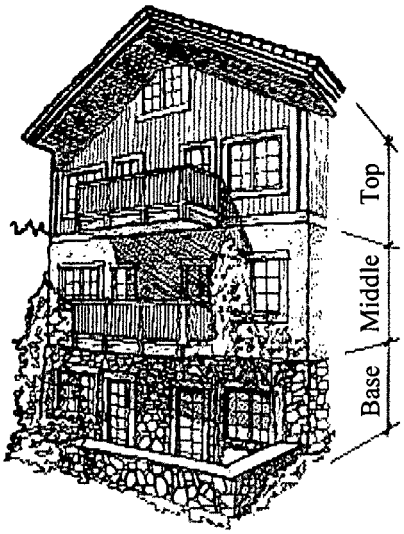

Fig 3-2: Clear definition of base, middle, and top.

Single-family residences shall not exceed a Maximum Height of 33 feet from existing grade.

Multi-family residences and townhouses shall be established as part of the Small Scale Master Planned Development. The intent of the height guidelines is to present a fragmented, human-scaled roofscape—one which steps with the contours of the mountain and recalls the natural setting. Within this framework, the DRC may approve exceptions, within the parameters it is allowed to by Park City, on a case-by-case basis if it feels the intent is met.

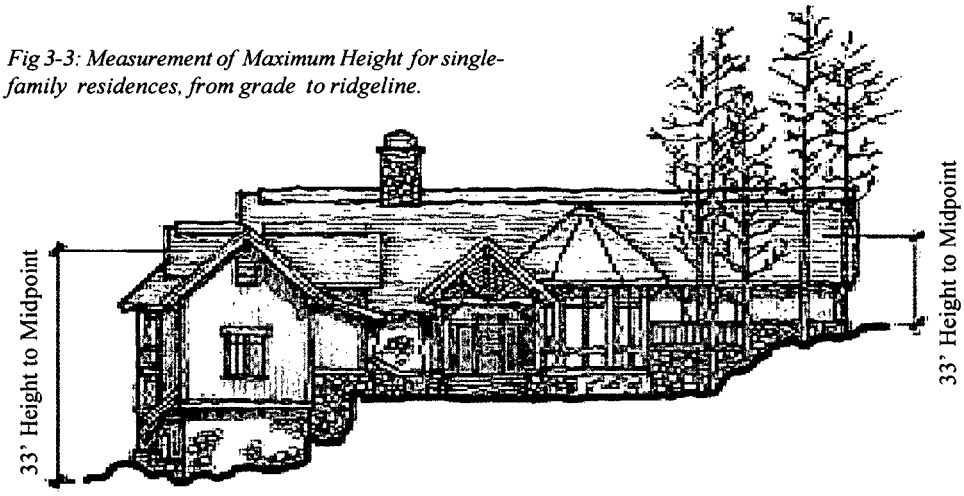

Fig 3-3: Measurement of Maximum Height for single-family residences, from grade to ridgeline.

3.3 Foundation Walls

For the purposes of these Guidelines, foundation walls are those walls which seem to "grow" out of the ground. On sloped sites, they are the walls which form the lower-level walkout. On level sites, they are the building walls at the lowest level above grade. In either location, they are to be expressed as "anchors" to tie buildings to their sites. Durable materials, such as stone veneer, shall be used to protect the lower portions of structures from impact and snow damage. Wood and other materials susceptible to moisture damage shall not be used to cover foundation walls. Foundation walls should "marry" the building to its site.

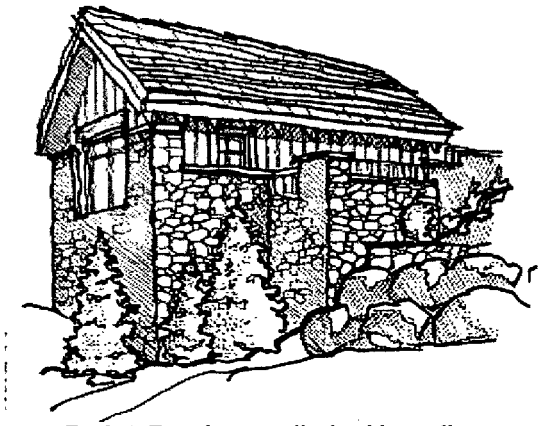

Fig 3-4: Foundation walls should visually tie a structure to its site.

3.4 Building Walls

3.4.1 General

Building walls within Flagstaff Mountain Resort are to be expressed as mass or frame walls, related to the structural nature of the buildings they are enclosing. Building walls occur above foundation walls and—unlike foundation walls—express the more subtle "middle" of structures in planar, more neutral materials. While mass walls typically express load-bearing surfaces with modestly-sized openings, frame walls relate more directly to the structural system by expressing the post-and-beam or truss construction of the building.

3.4.2 Dimensional Guidelines

To reinforce the additive nature of the structures within the Flagstaff Mountain Resort, no walls over 40 feet long are permitted at single-family residences without significant offset (4-foot minimum). Structures greater than 60 feet in length have special requirements imposed by the Park City Land Management Code. These involve visually breaking up the facade. Please consult the Land Management Code for details.

3.4.3 Materials

The choice of materials used on exterior walls offers the opportunity to convey the sense of a unified vision for Flagstaff Mountain Resort. This is most successfully accomplished when a limited palette of similar materials is used. To this end, no more than three primary building materials are permitted on any single structure within the development. In addition, acceptable materials within these Guidelines are typically unit materials, or those which combine many pieces of a similar material to present uniform, but richly-textured surfaces. Primary building materials are defined as those which occur on portions of buildings exceeding 250 SF in surface area for single-family residences and 500 SF for other structures. Approved primary materials are listed below. Materials which occur on surfaces 250 SF or less (or 500 SF or less) in area are defined as secondary building materials, and may include materials not listed below. However, all materials are subject to review by the DRC, and must gain approval prior to construction.

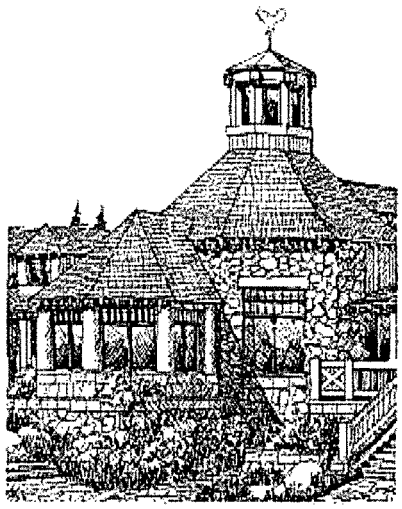

Fig 3-5: Mass walls (background) versus frame walls (foreground).

"Bearing" mass walls of stone veneer shall be used on the foundation walls of buildings, to convey permanence and a link to the site. Veneer walls must use an approved stone type. Use of cultured or artificial stone is discouraged.

Battered walls may be used when they consistently and successfully convey the sense of bearing—poorly battered walls are less successful than no battering at all. Where used, battered walls shall taper at a uniform slope (12:1 pitch minimum, with no changes in pitch), to present a consistent language for the structure. For instance, buildings may feature battered stone piers with standard veneer walls, a mix of battered and standard veneer walls, or no battering at all. Whatever the combination used, random battering should be avoided.

Stucco may be used as a secondary base material, to give buildings a sense of mass. As such, stucco surfaces are limited to 50% of the total vertical wall area. Stucco walls include traditional portland-cement based stucco placed directly over concrete or stud walls, or exterior insulation and finish systems (EIFS), which include layers of rigid insulation. While traditional systems are generally more weather- and impact-resistant, EIFS may offer more design creativity due to its inherent thickness, and is very resistant if designed and installed properly. When used, EIFS which incorporates high-impact insulation should be located within 12 feet of grade, to prevent low-impact systems from being used where contact from maintenance equipment, snow removal equipment, and the like are prone to damage them. In addition, EIFS should be designed to take advantage of its inherent thickness, and provided with stucco finish coats with maximum depth and texture.

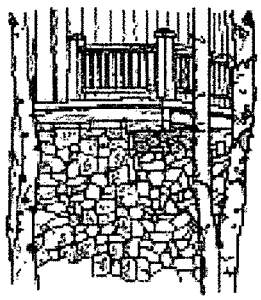

Fig 3-6: Random field quarry stone.

Heavy timbers, natural round logs, or rectangular hewn logs shall be sized to reflect their natural surroundings, including the sizes of trees in the area. Timbers shall be 5 inches minimum thickness by 6 inches minimum depth, while logs shall have an *average* diameter of 12" minimum. Rectangular hewn logs shall be 10" minimum in any direction.

Wood siding, either vertical or horizontal, should be used on building walls, to convey the "middles" of buildings. Vertical board and batten siding may be used, provided the boards are 1x 10 minimum and the battens are 1x 2 minimum. Boards and battens shall be rough-sawn, in wood species resistant to exterior weathering, such as douglas fir or engleman spruce. Cedar shingles may be used on accent walls such as

gable ends, but must be located within protected locations. Shingles used as siding shall have 8" maximum weather exposure.

Reflective materials or finishes are not allowed. All materials must have natural weathering properties which will render them non-reflective within one year after construction completion. Examples of such materials include copper or Cor-ten steel. If copper is used a patina must be applied to eliminate the shiny penny look.

Other acceptable materials for use as secondary building materials include wrought iron, painted steel, and similar ornamental materials. They should be used at accent areas only, and in a manner consistent with the architectural language of the building and the overall character of Flagstaff Mountain Resort. While the DRC has final approval over all secondary building materials, single-family residences will have less latitude with respect to material deviations than multi-family structures. All secondary building materials must comply with the 250 SF/500 SF maximums previously described.

3.4.4 Colors

Building colors for single-family residences and multi-family buildings shall be chosen to blend the buildings to their surroundings. To this end, earth tones and other low-intensity colors taken directly from the site should be the predominant colors, generally in shades slightly darker than their natural counterparts. Colors inherent to their materials, such as natural stones, naturally-weathering woods, and clear-finish logs, are the most durable, and generally offer the textures desirable within Flagstaff Mountain Resort. However, semi-transparent stained woods and colored stuccos are permitted as well. Materials such as stone and wood shall not be painted or covered in opaque stains. Vibrant colors are more appropriate at lower levels to engage pedestrian interest, while upper levels should be comprised of more "quiet" facades. Bright colors should also reflect the natural environment of Flagstaff Mountain Resort, with golds, reds, oranges, and shades of blue used most often. Colors foreign to the mountain setting should be avoided.

3.4.5 Trim

Trim colors on single-family residences and multi-family buildings should be in concert with their field colors, in shades slightly lighter or darker. This is typically accomplished through selection of colors having the same or similar hues, but using different shades or tints. As noted earlier, vibrant trim colors are more appropriate at lower levels to engage pedestrian interest than at upper levels, where more "quiet" facades are desirable.

3.5 Windows and Exterior Doors

3.5.1 General

In the tradition of the early antecedents for Flagstaff Mountain Resort, windows and exterior doors are to be expressed as relatively deep reveals within mass walls of stone or stucco. Within frame walls, they should be expressed as infill material between structural members, with the surfaces recessed from the members to reinforce the notion of field versus frame. Trim shall be incorporated into the designs of windows and doors, either as bucks within stone or log walls, or surface trim on planar materials such as stucco or wood siding. Fenestration should not be treated as punch-outs within a wall surface, and should be proportioned appropriately for the material surrounding it.

3.5.2 Window Sizes, Shapes and Types

Window sizes shall be appropriate to their materials. Windows, in general, should be square or vertical proportions and supported by deep, rough-sawn wood, cut stone, or cast concrete lintels. Lintels shall be wider than the windows they span, in proportion to the distance they span; however, lintel overhangs shall not be less than 2". Large view windows shall occur in frame walls only, and shall be recessed under exaggerated roof overhangs or porch soffits to minimize reflections from off-site. They should be scaled for the surrounding structure which supports them—windows between large log members, for instance, will be considerably larger than those between smaller timbers. Window sizes should also relate to their locations on a structure, with a clear hierarchy of sizes from base to middle to top.

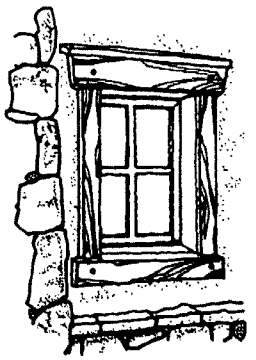

Fig 3-8: Windows should relate to their adjacent building materials.

All fenestration shall be generally rectangular in shape, with special shapes permitted in unique locations such as entries, special window boxes, or the like. Small, individual windows in mass surfaces should relate to large view windows in window walls through the use of consistent proportions, modular elements, or similar lite designs. The intent of these Guidelines is to present a community of relatively "quiet" facades, with special windows occurring only in special places.

Approved window types include picture, fixed, double-hung, awning, casement or sliding windows. Jalousie or similar multiple-opening type units are not permitted. Pivoting or hopper windows will be approved on a case-by-case basis. All fenestration shall be supplied with tradi-

tional mullion, muntin, and lite patterns, whether using true divided lites or designer lites. Within these parameters, custom designs are encouraged for window designs. The intent of the door and window guidelines is to recall the heritage of Flagstaff Mountain Resort through the thoughtful design of fenestration, while allowing for relatively unobstructed views of the mountain setting and encouraging design freedom.

3.5.3 Window Materials and Colors

Windows within Flagstaff Mountain Resort shall be clad in maintenance-free metals such as copper, or aluminum or steel with baked enamel finish. Copper cladding may be left to patina naturally, provided it losses its reflective properties within one year after construction completion. Baked enamel colors for aluminum or steel cladding shall be similar to trim colors, and in similar hues to field colors or stained wood colors. Baked enamel finishes must be able to withstand the intense ultraviolet radiation found at higher elevations, and should come with prolonged fade-resistant warranties.

Shutters are permitted around windows if they are operable. Their design and placement should be consistent and should not take on a random or haphazard appearance. Design freedom is encouraged within the parameters of these Guidelines, and within the context of the other architectural elements on the building, including handrail designs, ornamental iron and similar detailing. Wood shutters should be stained to match wood windows or trim, or painted to match baked enamel colors.

3.5.4 Window Glazing

Due to the extreme mountain environment, all window glazing used within Flagstaff Mountain Resort should be insulated (double-glazed minimum), with at least a single low-emissivity ("low-e") coating on one of the glazings. Glazing shall be non-reflective (no mirrored coatings permitted), to minimize off-site glare. Large vision panels within window walls should be tempered—extremely large panels are required by Code to be fitted with tempered glass.

3.5.5 Exterior Door Sizes, Shapes and Types

Door sizes should be appropriate to their materials, with more rustic, "heavy" doors used in stone and stucco, and "lighter" more open doors used in window wall assemblies. Doors in log or stone walls shall be relatively tall and narrow, and supported by deep, rough-sawn wood or cut stone lintels. Lintels shall be wider than the doors they span (see requirements for window lintels). Large, predominantly glazed view doors shall occur in frame walls only, and shall be recessed to minimize reflections from off-site. Like windows, they should be scaled for the surrounding structure which supports them—doors between large log

members will be considerably larger than those between smaller timbers. The largest doors on a building should generally be reserved for its primary entry, where an oversized, finely-crafted portal is most appropriate.

All doors shall be generally rectangular in shape, with special shapes permitted in unique locations such as entries. Double doors are encouraged at grand entrances, or as elements within window wall assemblies. Design freedom is particularly encouraged at retail fronts, where doors may be especially large and should be crafted of the finest materials to entice pedestrians into the shops.

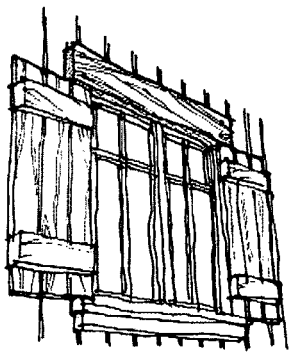

Fig 3-9: Design operable shutters consistent with the architectural image.

Approved door types include standard swing, pivot swing, sliding, and terrace. All doors shall be supplied with traditional mullion, muntin, and lite patterns, whether using true divided lites or designer lites. Within these parameters, custom designs are encouraged for door designs, particularly at primary entries and shopfronts.

3.5.6 Exterior Door Materials and Colors

Exterior doors within Flagstaff Mountain Resort shall be wood or wood-clad in maintenance-free metals such as copper, or aluminum or steel with baked enamel finish. Copper cladding may be left to patina naturally, provided it losses its reflective properties within one year after construction completion. Baked enamel colors for aluminum or steel cladding shall be similar to trim colors, and in similar hues to field colors or stained wood colors. Baked enamel finishes on doors must be able to withstand the intense ultraviolet radiation found at higher elevations, and should come with prolonged fade-resistant warranties. Doors constructed of solid wood may be built of panels, planks or timbers, and be hewn, distressed, or similarly finished—design freedom is strongly encouraged.

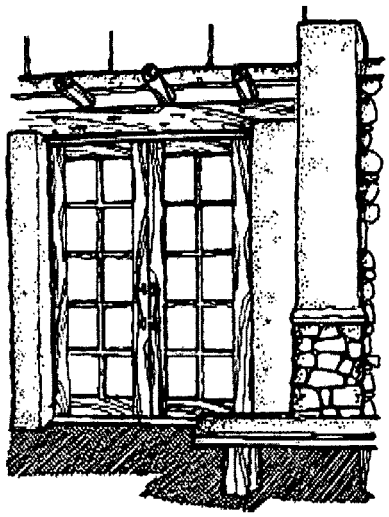

Fig 3-10: Custom entry designs are encouraged at retail fronts.

Shutters are not permitted around doors within the community.

3.5.7 Exterior Door Glazing

Due to the extreme mountain environment, all exterior door glazing used within Flagstaff Mountain Resort should be insulated (double-glazed minimum). Exterior doors with significant areas of glazing should also incorporate at least a single low-emissivity ("low-e") coating on one of the glazings. Glazing shall be non-reflective (no mirrored coatings permitted), to minimize off-site glare. Tempered glass shall be used where required by Code.

3.5.8 Exterior Door Hardware

Variations in designs and materials used for exterior door hardware are encouraged to bring a level of fine detail to buildings within the development. Approved materials include brass, copper, wrought iron, wood, and aluminum or steel. Aluminum and steel should be prefinished to avoid reflective "hot spots" on doors. Industrial, highly-reflective finishes such as brushed or polished metals are not permitted on single-family residences.

3.6 Balconies, Guardrails and Handrails

3.6.1 Materials and Designs

Custom balcony and railing materials and designs offer the opportunity for truly creative expression within these Guidelines, and unique design solutions are encouraged. Approved materials for primary elements include small (6" diameter or less) turned or slip-peeled logs, plain- or rough-sawn 2x or 3x wood members, or 2"x 2" and larger metal pipes or tubes. Primary elements at balconies include guardrails, handrails, vertical posts, and support brackets. Secondary elements such as pickets shall be constructed of "lighter," more transparent materials such as small wood or metal members, 1 ½" x 1 ½" or smaller. Wood members, whether used at primary or secondary elements, shall be constructed of naturally weather-resistant species such as cedar or redwood. Glass and plastic are not acceptable materials for use on balconies.

Floors of drainable balconies—or those with waterproof membranes below the finished floor materials—may be finished in wood, concrete pavers, or stone, over the waterproofed substrates. Non-drainable balconies—or those which are exposed from above and below—should be constructed of redwood or cedar. Wood used in balconies, guardrails and handrails shall be clear-finished or stained with semi-transparent stain—painted or other opaque finishes are not permitted.

3.7 Roofs

3.7.1 General

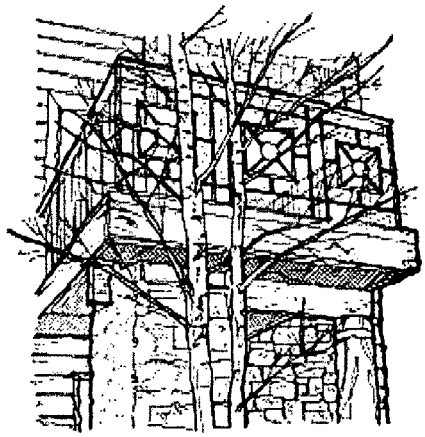

Fig 3-11: Custom balcony designs can add interest and detail to Empire Canyon.

In keeping with the intent of the Deer Valley Design Guidelines, primary roofs within Flagstaff Mountain Resort are to be predominantly single or double gabled, with hips and sheds permitted at smaller, secondary roofs. Primary roofs are defined as roofs which cover more than 250 SF of *roof* area for single-family residences and 500 SF for other structures, while secondary roofs are those roofs which cover 250 SF/500 SF of *roof* area or less. Clipped gables, conical, and flat roofs will be treated on a case-by-case basis, and are permitted with prior approval from the DRC, as secondary roofs only. The overall image for the development takes its cue from the simple, fragmented, gabled roof forms of Deer Valley; it is the intent of these Guidelines to maintain and strengthen this image by limiting the palette of roof forms permitted within Flagstaff Mountain.

To avoid A-frame-like structures within the mountain community, no roofs are permitted within 7 feet of nearest grade. Either cold roof or super insulated roof construction may be used. Roof framing shall be expressed wherever possible, particularly through exposed ridge beams, outriggers, rafter tails, and fascia boards.

3.7.2 Pitch

Approved roof pitches for primary roofs are between 4 ½ :12 to 12:12, inclusive. Roofs sharing the same ridge must share the same pitch—"flying" shed dormers and the like are not permitted. Pitch breaks are permitted when they occur at architecturally appropriate locations such as plate lines or changes in plane.

3.7.3 Materials

Primary roofs within the Flagstaff Mountain Resort will be covered with a limited palette of unit materials to present a coherent image for the mountain neighborhood. Approved materials for primary roofs include slate, asphalt, concrete tile, composite shakes and shingles which resemble cedar, cementitious shakes, and metal shingles. Shakes and shingles shall have 6"-8" exposure and be in colors which appear as cedar stained or left to weather naturally. Cementitious shakes must be similar in

appearance to cedar shakes, in similar exposures and colors as well. Metal shingles may be of copper (16 oz/SF minimum weight), corten steel, or terne metal. Secondary roofs may be covered with copper, corten steel, or terne metal in corrugated, rolled, or standing seam profiles.

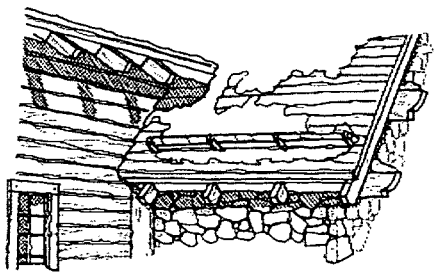

Fig 3-12: Building eaves should express exposed structure at rafters and outriggers.

3.7.4 Dormers

Dormers are considered secondary roof elements, and as such are permitted some latitude in terms of form, pitch and material. Dormers may be gables, hips, or sheds, with 4 ½ :12 to 12:12 pitch. When designed as an extension of upper-level walls, they shall be constructed in the more traditional manner, above broken eaves on both sides of the dormers, as opposed to continuous eaves up and over the dormers.

3.7.5 Snowguards, Gutters, and Downspouts

Snowguards should be used wherever significant amounts of snow may accumulate over occupied areas, such as entries, patios, decks, balconies, or parking areas. Pitched roofs which face north are particularly susceptible to snow and ice accumulation, as are lower roofs to the north of—and therefore in the shadow of—their higher neighbors. In these cases several rows of snowguards may be necessary. Snow and ice accumulation on metal roofs—which heat quickly during sunny winter days—is especially dangerous to unsuspecting persons or equipment. Metal roofs which face south or are located significantly higher than adjacent, lower roofs should be equipped with snowguards to prevent injury to people or damage to lower roofs.

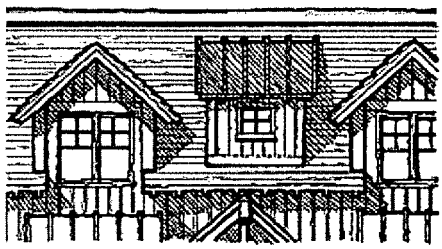

Fig 3-13: Dormers add large-scale texture to the overall roofscape.

Outdoor gathering areas which face south and are not completely covered are exposed to water drip from the roofs above them. These locations are ideal candidates for gutters and downspouts. Where roofs are in constant shadow or have northern exposures, gutters and downspouts used in conjunction with heat tape are often effective. Gutters used below snowguards should be designed to take the load of the accumulated snow and ice which snowguards frequently release.

Approved materials for gutters and downspouts include aluminum or steel with baked finish, and copper or lead-coated copper. Gutter sections may be traditional or half-round. Snow guards shall be constructed of painted plate steel vertical supports (painted black, or to match roof or building trim color) with timber or log horizontal members which relate to nearby structural members. All exposed steel shall be painted.

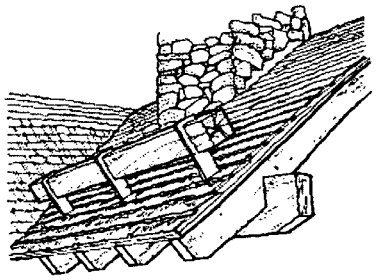

Fig 3-14: Timber snowguards relate to other structural members on the roof.

3.7.6 Miscellaneous Equipment

All miscellaneous rooftop equipment, including roof vents, antennas and satellite dishes, shall be painted to blend with the adjacent roofs. Major pieces of equipment on commercial buildings shall be strategically located to conceal them from view, or hidden in cupolas or other structures—exposed equipment is not permitted. All flashings shall be copper to match those found on exterior walls.

3.7.7 Skylights/Solar Panels

Skylights and solar panels are permitted within Flagstaff Mountain Resort only under extremely limited conditions. No skylight or solar panel may be viewed from any other property or roadway. No skylight may be lighted internally.

3.8 Fireplaces and Chimneys

3.8.1 Fireplace Requirements

The use of wood burning fireplaces or devices is very limited at Flagstaff mountain Resort. Only one wood burning device is permitted in each single family home. Only one wood burning device is permitted in each lodge, multi-family building, or hotel. No wood burning devices are allowed in the individual condominium or townhome units. Fireplaces shall be designed to meet all applicable Codes, including those which regulate wood-burning within Deer Valley. Exposed flues and vents for gas-operated fireplaces or other equipment such as furnaces should be hidden from primary views, and painted to blend with the nearest building materials. Gas burn fireplaces have no quantity restriction.

3.8.2 Chimney Sizes and Shapes



Fig 3-15: Custom chimney caps can add interest to the roofscape.

All flues 6" diameter or greater shall be designed with chimneys. The sizes of chimneys should be in scale with the architecture of the building—not small enough to be lost in the massiveness of the structure, but not large enough to overwhelm the structure. Chimneys should be designed with relatively slender proportions, with heights greater than widths, and in rectangular or tappered profiles. Heights of wood-burning chimneys relative to their nearest rooflines shall comply with applicable Codes. Heights of gas-burning chimneys or boiler flues shall be designed to proportionally match their wood-burning counterparts, to lend authenticity and consistency to the overall roofscape.

3.8.3 Materials

Chimneys within Flagstaff Mountain Resort shall be covered in stone veneer (to match building veneer), copper, steel, or stucco.

3.8.4 Chimney Caps

Chimneys may terminate in decorative caps of stone or metal. Creative designs, such as arched openings within caps, barrel or pitched metal roofs, and the like are encouraged to lend interest to the building roofscape. When flat or pitched stone caps are used, they shall have a minimum thickness of 4". All chimney caps shall be designed to screen spark arrestors and other utilitarian equipment as much as possible.

CHAPTER 4

SITE PLANNING AND DEVELOPMENT GUIDELINES

4.1 Site Planning

Site planning is a critical element of successfully integrating buildings and improvements with the natural landscape. The Approximate Building Locations have been identified in order to assist owners with the site planning process. The Approximate Building Location identifies the best location that maximizes site attributes and minimizes potentially adverse impacts on sensitive portions of the site. The Approximate Building Locations are indicated on Individual Lot Diagrams that have been prepared for each building.

A well-prepared site plan must be done in concert with architectural design and, in doing so, must respond to building siting and orientation, views, grading, access and other design issues. A creative site plan will find a balance between preserving and enhancing the natural features of the site, while at the same time addressing the design objectives of the owner.

To produce a high quality, environmentally-sound extension of the Deer Valley/Park City community, which preserves and enhances the mountain setting, the site design, and landscape of each single-family or multi-family lot shall be carefully planned according to the standards set out herein.

4.2 Approximate Building Locations

Approximate Building Locations are areas designated on the Approximate Building Location Exhibit, provided by the developer, within which all improvements on the lot except utility connections, driveways and ski trails, must take place.

Approximate Building Locations were determined based on the specific characteristics of each lot and on planning and design objectives for Flagstaff Mountain Resort, specifically:

- Optimizing views;
- Protecting view corridors from other properties and/or common use areas.
- Protecting sensitive environments;
- Protecting and utilizing distinctive natural features, i.e. rocks, vegetation and topography;
- Minimizing grading and removal of vegetation;

- Blending man-made improvements into the topography and forests;
- Maintaining existing drainage patterns; and
- Overall, preserving the dominance of the natural setting by fitting buildings into the existing landscape.

4.2.1 Approximate Building Locations—Single-Family Lots

An Approximate Building Location has been established for every residential homesite at Flagstaff Mountain Resort. The Approximate Building Location is indicated on the Approximate Building Location Exhibit for Flagstaff Mountain Resort and on individual lot diagrams provided by the developer. All buildings must be located entirely within the area defined by the Approximate Building Location. As such, the Approximate Building Location represents a very important consideration in the design of a home. Owners are encouraged to meet with the Design Review Committee (DRC) early in the design process in order to understand their site and the Approximate Building Location.

Approximate Building Locations were determined based on overall planning and design objectives for Flagstaff Mountain Resort and the site-specific characteristics of each homesite. The objectives that were used to define the Approximate Building Locations included identifying the portion of each site that would allow the design of a home to maximize views and solar orientation, establishing separation between homes, preserving existing vegetation, and optimizing other site attributes.

Owners are strongly encouraged to design their home and related improvements to comply with the Approximate Building Location on their lot. The Flagstaff Mountain Resort Design Guidelines allow for certain elements of a building to encroach outside of the envelope only under special circumstances that the Design Review Committee determines on a case by case basis.

A well-prepared site plan must be developed in concert with building design. Buildings and improvements should be sited to blend with the surrounding landscape and not dominate natural site characteristics.

Buildings should be designed as an integral element of existing terrain and vegetation. Buildings and improvements should be located and designed to minimize site grading and tree loss.

In order to respond to site characteristics, consideration should be given to homes designed as a composition of smaller building forms clustered around outdoor spaces such as courtyards, porches and verandas.

Buildings on sloping lots should be designed to step with existing contours.

Buildings should be located to allow for convenient driveway access.

All portions of a home, including all accessory buildings, garages, decks, patios, terraces, pools, retaining walls, site walls and fences, and similar features shall be located within the Approximate Building Location.

Driveway access (including grading and retaining walls necessary for site access) and landscape improvements may be located outside of the building envelope.

Unless necessary for driveway access, the removal of trees outside of the building envelope is prohibited without specific approval by the DRC.

Outside the Approximate Building Locations, the Lot is to remain in an essentially natural condition, maintained to blend with all adjoining predominantly natural areas. Good forestry practices including tree thinning, new plantings of approved vegetation types and clearing of fire hazards are permitted, as described herein and subject to DRC approval.

4.2.2 Combination of Lots

When the owner of a single family lot combines two or more lots, the DRC will designate a new Approximate Building Location, size and building height based on the new lot lines and the criteria listed above. The combination of lots may require approval by Park City.

4.2.3 Encroachments

It is the intention of these regulations that all structures and site improvements such as driveway turnarounds, parking areas, patios, pools and accessory buildings be located within the Approximate Building Locations; however, it is also recognized that each Approximate Building Location presents its own unique design challenges, and owners and their architects and planners may develop design solutions involving encroachments outside of the Approximate Building Location area that may be appropriate in certain cases. In order to respond to such cases, the DRC has the authority to approve minor encroachments only outside of the Approximate Building Locations, and to approve both minor and major encroachments outside of the Approximate Building Locations.

All proposals for construction that encroach outside of the Approximate Building Locations or proposals to change the location shall be evaluated by the DRC and all decisions regarding such proposals shall be

made solely at the discretion of the DRC. It shall be the responsibility of the owner and the owner's design team to demonstrate to the DRC that the proposed encroachment or change to the location of an Approximate Building Location is consistent with the planning and design objectives for Flagstaff Mountain Resort. In some cases, the DRC may be required to obtain approval from Park City. Should an approval be necessary and be granted by Park City, the DRC still has the authority to deny the request.

Minor encroachments outside of the Approximate Building Locations that may be approved by the DRC if certain criteria are met include:

- Minor encroachments of non-habitable space, such as balconies, porches, service areas, pools, spas and garages not exceeding eight feet (8') outside of the prescribed Approximate Building Locations.
- Roof overhangs located outside the prescribed Approximate Building Locations at grade patios.

Proposed minor encroachments as outlined above will be carefully studied by the DRC for their conformance to the planning and design objectives for Flagstaff Mountain Resort, with particular attention given to visual impact on neighboring Approximate Building Locations and on protecting view corridors.

4.3 Site Development

4.3.1 Landscape Areas

Areas outside the Approximate Building Location are to be left in their natural state other than trails, walkways, roadways, driveways and utility corridors. Any areas disturbed by construction are to be restored with plant material that is consistent with the adjacent undisturbed area.

Within the Approximate Building Location, landscape design and plant materials may be used to establish privacy. Manicured lawns in very limited areas, as well as gardens, windbreaks and spatial definition are allowed. However, the landscape design must provide a comfortable transition back to the native landscape at the perimeter of the approximate building locations. Permanent underground irrigation systems for lawns and flower gardens are permitted within the Approximate Building Location. Temporary irrigation methods are prohibited, except as allowed in the Guidelines for re-vegetation of disturbed areas.

Landscaping within the Approximate Building Location may include the use of permanent irrigation and shade to create "micro-climates"

that will support a wide variety of plant materials. As such, ornamental plants, planting beds, gardens and other formal landscape designs may be introduced within the Approximate Building Location. Landscaping within the Approximate Building Location should be designed in order to define outdoor spaces and entries, frame desirable views, screen undesirable views, buffer prevailing winds, provide seasonal shade, and add color and interest to courtyards and other outdoor spaces. Consideration should also be given to the size, color and texture of plant materials. Recommended plant materials for the Approximate Building Locations are listed in Appendix B "Planting List". These plants are not necessarily native to the alpine regions of Park City and do require supplemental water for peak performance.

Unless otherwise approved by the DRC, all formal landscaping shall be located within the Approximate Building Location and generally be concealed from view from adjacent roadways.

Ornamental plants and other formal plant materials should be located immediately adjacent to the home in courtyards, entries or other defined spaces not immediately visible from adjacent lots or roadways. The transition between formal landscape areas within the Approximate Building Location and the native landscape area shall be accomplished with a defined edge that clearly contains formal landscape improvements. A defined edge may be established with the use of patio walls, retaining walls, stone edging or planting beds.

In order to minimize the use of water and to reinforce the integration of buildings and improvements with the natural environment, the introduction of formal manicured lawns is discouraged. When used, manicured lawns should be confined to the Approximate Building Location and should be located within courtyards or otherwise screened by buildings, walls or plant materials in order to minimize visibility from adjacent lots or roadways.

Permanent underground irrigation systems are permitted within the Approximate Building Location. The use of moisture sensors, drip irrigation and pop-up heads that conserve water are encouraged. Back flow preventors are required and manual valves are permitted.

4.3.2 Grading and Drainage

Grading will be designed as a combination of cuts, fills and retaining walls that protect stands of trees and blend into and/or appear to be extensions of existing natural land forms. Slopes will not exceed 2:1, unless it can be demonstrated that a steeper slope will not erode. Whenever possible, natural slopes are to be used instead of structures. Cut

and fill slopes are to be re-vegetated with native plant materials and blended into the surrounding environment.

A professional architect, professional civil engineer or professional landscape architect, licensed in the State of Utah, shall prepare a full set of drawings, including grading and drainage plans and sedimentation and erosion control plans for the design of all projects within Flagstaff Mountain Resort.

Approximate Building Locations have been sited in part to minimize the need for grading. When necessary, site grading should comply with the following guidelines:

- Site grading shall be limited to no more than what is necessary to accommodate the development of a building, patios, driveways, and sidewalks. Excessive re-contouring of a site, or overlot grading, is not permitted.
- Grading should be confined to the building envelope, unless otherwise approved by the DRC.
- Grading shall be designed to blend with the natural contours of the site by feathering cuts and fills into existing terrain.
- In order to minimize impacts on existing vegetation and excessive site disturbance, the use of retaining walls is encouraged in lieu of re-grading large areas of a site. At their discretion, the DRC may require the use of retaining walls in lieu of grading in order to preserve significant vegetation or site characteristics. Refer to the Section 4.3.4 for additional guidelines on retaining walls.
- When cut and fill slopes are necessary, they should be as steep as possible to minimize site disturbance while still allowing for re-vegetation. Generally, a 2:1 slope is recommended in order to ensure adequate re-vegetation. If soil characteristics are appropriate, steeper slopes may be approved by the DRC.
- Grading, landscaping or site improvements shall not interfere with the functional aspect of natural drainage courses and easements.
- All drainage and utility easements disturbed by construction shall be re-vegetated.
- Owners are responsible for controlling drainage resulting from the development of their Approximate Building Locations. No drainage shall be directed onto other lots or tracts, unless located within a designated drainage easement.
- Roadway drainage shall be accommodated by a culvert under the driveway. Culvert ends shall be cut to match finished grade and faced with stone to match stone used on the main residence. Culverts and stone facing are the responsibility of the homeowner.

Drainage Systems
In general, natural drainage courses will be protected and existing drainage patterns maintained. New drainage ways are to be designed to appear and function like natural drainage ways. Exceptions to these policies may be granted by the DRC, provided they are not visible from off-site or neighboring properties.

Drainage Structures
Headwalls, ditches and similar drainage structures visible from off-site are to be built of or veneered with an approved stone and are to be similar to other stone used on the site. Ends of metal or concrete pipes are to be concealed.

4.3.3 Outdoor Spaces

Outdoor living spaces can provide an effective transition between a home and the outdoors, and also reinforce the visual connection of a building and its site. Terraces, verandas, patios, porches, courtyards and other similar outdoor spaces should be an integral element of the home design. Porches or other similar covered outdoor spaces are an important element of the design style and all homes at Flagstaff Mountain Resort must include such features.

A number of factors should be considered relative to the design and location of outdoor spaces. How and when the space will be used is a primary consideration. For example, outdoor spaces that are designed with an eastern exposure will be protected from prevailing winds. During the summer, outdoor spaces with southern exposure will be most comfortable during the morning and evening due to the hot midday sun. Outdoor spaces with northern exposure represent a viable alternative to avoiding the midday heat.

Porches and other covered outdoor spaces shall be confined to the building envelope. The DRC may approve terraces, patios, courtyards and other uncovered outdoor spaces located outside the building envelope.

Materials used for patios, courtyards and on-grade decks shall be consistent with materials used on the main residence.

The most appropriate manner for creating porches and covered outdoor spaces is to extend the roof over the outdoor space. In such cases, the use of a double-pitched roof should be considered. Porches and covered outdoor spaces may also be created by trellises and other similar roof features, using the same materials used in the roof framing.

Outdoor spaces on sloping sites should be terraced in order to minimize the need for retaining walls or site grading. When retaining walls are

required, they shall be constructed of the same stone used on the main residence.

The transition between outdoor living spaces and the native landscape areas should be defined by a hard edge such as patio walls, retaining walls, stone edging or planting beds.

Privacy fences and walls used to define courtyards and other outdoor spaces should be designed as an architectural extension of the main residence and in all cases materials used should be consistent with the main residence.

Paths, outdoor stairs and terraces are to be designed to blend with the natural topography and vegetation, and with retaining walls, fences or building foundations. Materials will be stone, chipped stone or gravel and/or wood, as approved by the DRC.

4.3.4 Retaining Walls, Landscape Walls, and Fences

An underlying goal for Flagstaff Mountain Resort is to create a sense of continuity and openness throughout the community. For this reason, the introduction of landscape walls and fences is limited to establishing privacy around outdoor spaces, providing an edge between formal landscaped areas and the native landscape area, and creating outdoor spaces such as courtyards. Approximate Building Locations have been sited in part to minimize the need for retaining walls. When necessary, walls and fences should comply with the guidelines below:

- Perimeter lot fencing or the arbitrary fencing of building envelope areas is not permitted.
- Unless otherwise approved by the DRC, all retaining walls, landscape walls and fences shall be located within the Approximate Building Location.
- The design of landscape walls and fences should be integrated with the design of the residence, shall not exceed 6 feet in height, and shall be constructed of materials consistent with materials used on the main residence.
- All retaining walls shall be constructed of stone or stone veneer consistent with stone used on the home or on retaining walls along roadways located adjacent to the site.
- Retaining walls shall not exceed 6 feet in height. Retaining cuts greater than 6 feet shall utilize stepped walls and shall be designed to allow for the introduction of landscape materials between walls. In certain cases, the DRC may approve retaining walls in excess of 6

feet when it is demonstrated that higher walls will result in a more sensitive design solution. In this case, such modification will be recommended to and approved by the City.

- When feasible, retaining walls should be designed as architectural extensions of the residence to visually tie the building to the ground.

Site walls are to be built of approved boulders or laid stone, logs or treated and stained timbers, used in traditional patterns, reinforced and/or backed with concrete where required. Railroad tie walls will not be permitted. Walls that are visible from off-site adjacent to outdoor living areas are not to exceed 4 feet in height. Stepped-back or terraced wall structures with ample planting pockets are to be used where grade changes exceed 4 feet. Higher walls at driveways which may be approved by the DRC can be constructed where necessary due to site topography when they would significantly reduce overall impacts on the site. Any walls in excess of 4 feet in height are to be designed by a structural engineer. The tops of walls will be shaped to blend with natural contours. Ends of walls should not be abrupt, but are to be designed to make natural-looking transitions into the existing land forms and vegetation. Walls are to be designed with a batter.

4.3.5 Landscaping and Plant Materials

The underlying goal of landscape design at Flagstaff Mountain Resort is to integrate homes and related improvements with their sites and to establish a common natural landscape element throughout the community. This goal will be achieved in a number of different ways. For example, plant materials should be selected with appropriate color, texture and form that will visually tie buildings and improvements with the surrounding landscape. The preservation of existing plant materials will be an inherent goal during the design of all homes and site improvements. Areas around approximate building locations that have been disturbed by site development or home construction will be restored to reflect the characteristics of the natural landscape surrounding Flagstaff Mountain Resort and all areas surrounding the Approximate Building Locations will be enhanced with the introduction of new plant materials that are indigenous to the surrounding area.

All landscape plans should address two distinctive areas - an Approximate Building Location and the native landscape area. The design goals for each of these areas is different and as such, each of these areas requires different design solutions. A wide variety of landscape improvements and materials are permitted within the building envelope, while plant materials and improvements in the native landscape area are relatively limited. Landscape improvements in both of these areas should be designed to minimize the need for irrigation.

It is the intention of these Guidelines that over time the restoration and enhancement of all areas surrounding individual Approximate Building Locations will establish a common natural landscape feature that will visually link the Flagstaff Mountain Resort community.

The landscape design of each lot shall blend with its overall mountain setting. New plantings are to be used to protect important viewsheds, help to define use areas on the lot, and screen outdoor service areas and other improvements from adjacent lots and off-site views. Landscape improvements shall incorporate, rehabilitate and enhance existing vegetation, utilize indigenous species and minimize areas of intensive irrigation. The following guidelines apply to all landscape zones.

- New trees and shrub plantings are to be a mix of sizes that will blend naturally into the surrounding vegetation:
  - Deciduous trees: 50% of mix: minimum 2 inch caliper; 50% of mix: minimum 3 inch caliper.
  - Evergreen trees: 50% of mix: minimum 10 foot heights; 50% of mix: minimum 14 foot height.
  - Shrubs: minimum 5 gallon containers.
- The use of large specimen trees is preferred in areas close to the house to help blend the building with the site.
- At disturbed areas where extensive reforestation is planned, a planting mix that includes smaller tree and shrub materials can be used.
- Landscape materials shall be located in an informal natural manner. Planting of trees or shrubs in straight lines, circles or other unnatural patterns should be avoided.
- In order to create a natural appearance and to avoid monotony, different sizes of landscape materials shall be used.
- Temporary irrigation shall be required for all landscape improvements. Temporary systems shall be removed after two growing seasons or after plant materials have been established.
- Ground covers, wildflower sod and seeding is to be done using approved plant material and standard local practices (see Appendix B).
- Areas immediately adjacent to building improvements that are not visible from off-site may use a greater variety of plant material, including introduced and non-native plants.
- Building improvements shall be designed around existing major tree stands on the lot. Tree protection and fertilization measures are to be taken on all large trees (12" caliper or more) within 30 feet of construction activity, including trees outside of the Approximate Building Locations.
- Tree wells constructed of approved stone are to be used when adding fill under the drip line of major trees to be saved. A blanket of

porous stone and a network of aeration lines are to be installed at the existing grade to allow air to reach the roots and to prevent over-compaction.

- Manicured or groomed yards, terraces and pools are restricted to areas confined by buildings, walls, plantings or other defined edges and are to be permitted only within the Approximate Building Locations.
- Plant materials used for erosion control are to establish rapid surface stabilization. The DRC may also require that other stabilization measures such as jute matting be employed.
- Developing the outdoor living areas with naturalized landscapes (plantings that are left to naturalize with little or no maintenance) will help to reduce the apparent impact from wildlife. Concentrations of the more "ornamental" plantings in areas close to the house that are easier to maintain will be encouraged.
- Riparian and wetland areas are to be protected from disturbance during construction.
- Automatic irrigation systems are required at all re-vegetation areas (excluding the 30-foot wildfire safety zones). These systems may be abandoned when plantings have been clearly established after a minimum of two growing seasons.

4.3.6 Visual Integrity of the Natural Landscape

Special consideration must be taken to preserve the natural landscape's visual integrity and prominent physical site features. Landscape plantings shall be used to integrate buildings into the surrounding terrain and screen them from off-site views.

Large specimen plant material is to be used to replace the natural landscape lost during construction and to reduce the apparent height of the building as viewed from off site. The landscape within the Approximate Building Locations is to be at the same scale as the natural existing material at the time of installation.

4.3.7 Ski Run Edge

The following landscape standards apply to Approximate Building Locations adjacent to the ski runs at Flagstaff Mountain Resort.

- The introduction of all plant materials on lots adjacent to ski runs is subject to the approval of the DRC.
- The native landscape area of each Approximate Building Location should interface with the rough or natural landscape area of the ski runs to create a uniform edge treatment. Upon completion of landscape improvements, the property line between the ski runs and individual lots shall not be discernible.

- Consideration should be given to clustering plant materials to create a natural landscape transition between the Approximate Building Locations and the ski runs.
- The use of mature landscape materials along the ski run edge that exceed minimum size requirements is encouraged.

4.3.8 Tree Removal and Selective Thinning

The DRC may approve tree removal and/or selective tree thinning outside the Approximate Building Locations for view corridors or solar exposure, provided it does not increase the visual impacts on adjacent lots or off-site visibility of the house. Unauthorized removal or cutting of trees is subject to fines of up to $1,000 per tree.

4.3.9 Wildfire Safety Measures

Portions of Flagstaff Mountain Resort are located in wildfire hazard areas. A number of measures have been implemented that reduce the risk of wildfire in Flagstaff Mountain Resort. For example, all homes are required to have interior and exterior eave sprinkler systems. Existing and proposed ski runs and roadways provide natural fire breaks. Nonetheless, it is important that homeowners be aware of the possibility of wildfire and also that the threat of wildfire can be greatly reduced with thoughtful planning and preventative landscape maintenance.

The goal of fire-safe landscaping is to reduce the amount of potential fire fuel immediately surrounding a home. Along with the use of low fuel loading plant material, a 30-foot safety zone in all directions around a home is recommended. The following actions are recommended within this zone:

- Dispose of slash and debris left from thinning and periodically mow dry grasses and vegetation.
- Stack firewood away from the home.
- Maintain an irrigated area.
- Remove dead limbs, leaves, needles and other materials. This should also be done in areas out of the safety zone.

4.3.10 Driveways

Individual Lot Diagrams provided by the developer identify recommended site access to each Approximate Building Location. In certain cases, Approximate Building Locations will share a common driveway easement. Unless otherwise approved by the DRC, access to each Approximate Building Location shall generally conform with access as indicated on the Individual Lot Diagrams.

Driveways should be designed to align with roadways at not less than a 75-degree angle.

Unless approved by the DRC, single family, and planned unit development lots shall be limited to one access point off of the adjacent roadway.

Adequate snow storage areas should be provided adjacent to driveways and parking areas.

Bollard design shall be consistent with the examples indicated in these Guidelines and shall include low-level down-lighting consistent with lighting guidelines outlined below.

Individual home mail delivery is not available and as such, mailboxes are not necessary. When proposed, delivery boxes shall be incorporated into the design of the entry/identification bollard.

Single-family driveways shall be 12 feet wide maximum, except where they provide a turnaround at a garage and/or off-street parking. Multi-family driveway widths will be reviewed on a case-by-case basis. Parking and turnaround areas must be located within the Approximate Building Locations. Driveway access points are limited to one per lot. All driveways are to follow alignments that minimize grading, tree cutting or other disruption of the site. The driveway-parking-garage layouts shall minimize the visibility of the garage doors and off-street parking from the street and the major views from adjoining property.

Driveways are to be built of asphalt paving, unit pavers, or other hard surface material, generally without curbs. The first 20 feet of the driveway shall be asphalt to match Flagstaff Mountain Resort roads. After the first 20 feet, the driveway may introduce a different material, provided there is a smooth transition from one material to another. Colors of finish paving materials are to be selected to blend the new construction into the surrounding earth colors. No grey or white concrete can be used. Heated driveways are required if the slope is 15%. Maximum gradient on driveways shall not exceed 15%, excluding the first and last 20 feet of the driveway, which will have a maximum gradient of 5%.

4.3.11 Parking Requirements

The number of parking stalls per project is stated in Appendix A, as required by the Park City Land Management Code.

Minimum size of spaces both indoor and outdoor is 9 feet x 18 feet.

Garages may be physically separated from the main residence, but in all cases shall be compatible with the architecture and materials of the main residence.

On-street parking is not allowed anywhere within Flagstaff Mountain Resort.

4.3.12 Exterior Service Areas/Satellite Dishes

Trash disposal, outdoor work areas and outside equipment, including metering devices, transformers, air conditioning units and satellite dishes, are to be completely screened from off-site views and, as appropriate, made inaccessible to wildlife, by using architectural features integrated into the building design and/or the form, materials and colors of the site walls.

Wall-mounted utility meters and connections shall be enclosed, incorporated into the design of each building, or screened from view by walls or landscaping.

An application, application fee and proposed location for all satellite dishes must be received by the DRC for review and approval prior to satellite dish installation.

Satellite dishes 24" in diameter or less may be approved, subject to review by the DRC. Such devices shall be located out of view from other Approximate Building Locations, roadways and ski trails. In order to reduce their visibility, satellite dishes shall be colored to blend with the site or building.

4.3.13 Easements and Utilities

Utility easements have been established throughout Flagstaff Mountain Resort in order to facilitate the installation and maintenance of utilities. Owners are responsible for providing utility service lines to their homes and for controlling drainage resulting from the development of their lots.

All utility lines that serve individual units shall be located underground.

When feasible, utility service lines should be located under or along side driveways in order to minimize site disturbance.

All drainage and utility easements disturbed by construction shall be revegetated.

Site utilities are to be installed underground on alignments that minimize grading, tree cutting and other disruptions to the site. Utility boxes, including any meters, are to be located and/or screened to be imperceptible from off-site.

4.3.14 Signage

An identification sign/address marker for the Lot will be installed and maintained by Flagstaff Mountain Resort Master Homeowners Association. The Owner may relocate the sign to accommodate the final driveway location and may modify the design to incorporate additional information such as names and/or logos. The identification sign must be within 20 feet of the intersection of the driveway and the road.

No real estate "for sale" signs are permitted on individual units within Flagstaff Mountain Resort. "For sale" signs are permitted on mutli-family structures during construction and sales periods only. These signs shall be reviewed by the DRC.

One temporary construction sign not to exceed 6 square feet is permitted during the construction of a home. The design and information indicated on construction signs shall conform with examples provided by the developer. Such signs may be free-standing or mounted to a construction trailer, but in all cases shall be located within the property boundaries and be visible from the adjacent roadway. Temporary construction signs require approval of the DRC and shall be removed prior to the issuance of a Temporary or Final Certificate of Occupancy. Temporary construction signs will be addressed on a case by case basis for all multi-family construction sites.

Approximate Building Location identification signs are required on individual lots. These signs shall be illuminated and shall be a minimum of one square foot and a maximum of four square feet. The signs shall be incorporated into an entry bollard design.

4.3.15 Miscellaneous

Stone, if used in the landscape, is to be similar to the approved stone used in residences and selected and placed to blend in naturalistic ways with the site.

The DRC may approve pools, dog runs or similar elements. These are to be located within the designated Approximate Building Locations and completely screened from off-site view.

In keeping with the overall landscape theme of integrating building and improvements with the existing natural landscape, the introduction of landscape water features is not permitted. Small decorative fountains are permitted within courtyards or other outdoor spaces.

The construction of tennis courts is not permitted within Flagstaff Mountain Resort.

All artwork, as determined by the DRC, to be displayed outside of a residence requires review and approval by the DRC. Such artwork shall be located within the building envelope and not be directly visible from adjacent lots or roadways. The DRC reserves the exclusive right to approve or deny an applicant's request to display artwork outside of the residence. No artwork shall be installed, erected, displayed or placed on a lot without express written approval of the DRC.

4.3.16 Lighting

The clarity of the night sky at Deer Valley is a primary value to be preserved. Light pollution is a threat to the clear skies that are central to the heritage of the West. Therefore, exterior night lighting is to be kept to an absolute minimum, and all lights should be activated for short term use. Any permitted fixtures shall be horizontal cut-off fixtures with downward light controlled within the minimum necessary area. Horizontal cut-off fixtures are those in which the light source is screened from view. Light sources shall not be visible from anywhere outside the Approximate Building Locations. The following types of lighting are prohibited:

- "Security" yard lights.
- Landscape and plant or tree lighting. (Exception: Lighting of the primary walkways as necessary for safety.)
- Architectural lighting of buildings. (Exception: Christmas lighting as approved by the DRC.)

Night lighting is to be minimized and used essentially to meet the requirements of safety and easy identification of entrances, driveways and buildings. Elsewhere, low intensity lanterns or indirect light sources and cut-off fixtures are to be used. Lights following the driveway at regular spacing are not permitted. In some cases, the DRC may approve the placement of lights at key places along the driveway for safety purposes, provided they meet these design requirements. Guardrails with reflectors can be used to help mark the driveway. Light sources are to be incandescent, halogen or other "white" light; not sodium vapor or other colored light, except for temporary Christmas decorations. Lanterns are to use low intensity (25W or less) light sources with translucent or frosted glass lens. Clear glass may be acceptable with low voltage bulbs subject to the DRC review of off-site visibility. Except for low level lighting of a

driveway, lighting is to be located within the Approximate Building Locations.

Exterior light sources and brightly-illuminated surfaces visible from off the property are to be avoided. Flood lighting for emergency purposes only is permitted, provided the sources are not visible from off-site. "Moonlighting" and up-lighting of trees and vegetation or structures are not permitted.

All exterior lighting requires approval by the DRC. Appropriate uses of exterior lighting include low-level landscape lighting to define walkways, patios or other outdoor features immediately surrounding a home. All exterior lighting shall be designed to minimize impacts on adjacent properties and, with the exception of entry/identification bollard lighting, shall be located within the building envelope.

In order to reduce glare and provide general ambient light, all light sources shall be concealed within the building or light fixture.

No exterior lighting in which the direct source is visible from a neighboring property or which produces excessive glare to pedestrian or vehicular traffic shall be permitted.

4.3.17 Domestic Pets and Wildlife Measures

Dog runs must be approved by the DRC, but otherwise are an appropriate use as described in the Guidelines. Dog runs may be up to 200 SF in size. However, they must be located within the approximate building location contiguous to the main residence. If used, chain link fencing shall be in a color that blends with the main residence and not be visible from adjacent properties, the road, ski runs, or common open space.

All dog runs and enclosures, when permitted by the DRC, shall include a restrictive roof or fenced top over said enclosures to protect dogs from predatory wildlife. Proper garbage disposal is required to prevent wildlife from destroying property and/or posing a threat to residents and their pets.

CHAPTER 5

CONSTRUCTION REGULATIONS

The preservation of the natural areas of Flagstaff Mountain Resort are critical to the community. In order to ensure that the natural area of each homesite is preserved to the maximum extent possible and the nuisances inherent to any construction process are kept to a minimum, the following regulations shall be strictly enforced during the construction period of all improvements at Flagstaff Mountain Resort. The Owner of a lot or parcel shall be responsible for violations of the Design Guidelines, including construction regulations contained therein, by any contractor, subcontractor, agent, or employee performing any activities on behalf of the Owner within Flagstaff Mountain Resort, whether located on the homesite or elsewhere within Flagstaff Mountain Resort.

5.1 Approximate Building Location and Fencing Requirements

The Approximate Building Location, which is the limit of development on each homesite, is also the area within which all construction activities related to the improvements must be confined. To this end, the approved area of disturbance must be staked and fenced in with a minimum four-foot high construction fence during the full duration of construction. Construction fencing enclosing the Approximate Building Location must extend for the full street frontage so no contractors or suppliers park in the natural area.

When a utility trench does not follow the driveway, the trench area must have a construction fence no wider that 8 feet along the route, on each side, and be fully revegetated wherever the natural area is disturbed.

5.2 OSHA Compliance

All applicable Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

5.3 Construction Site Plan and Construction Trailers

As part of the Final Design Submittal, a construction site plan must be prepared and approved which indicates construction access, parking areas off the street, sanitary facilities, concrete wash out area, trash drum, material storage, and approved access drives for construction activities on any homesite.

Upon approval of the building permit and not sooner than two weeks prior to commencement of construction, a construction trailer or portable field office may be located on the building site within the Approximate Building Location, clear of all setbacks. The type, size and color of any portable office must be approved by a representative of the Design Review Committee as part of the construction site plan. The field office may not be placed on site earlier than two weeks prior to the actual onset of continuous construction activity. At the same time, the provision of temporary power and telephone may be installed. A construction trailer may not remain on site for a period of time exceeding six months without written approval of the Design Review Committee.

5.4 Construction Trash Receptacles and Debris Removal

Owners and builders shall clean up all trash and debris at the end of each day; an approved trash receptacle must remain on the site at all times for this purpose to contain all lightweight materials or packaging. The receptacle must be positioned on the site alongside the access drive, clear of side and rear setbacks, adjacent road right(s)-of-way and neighboring properties. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere on the homesite or in Flagstaff Mountain Resort. Heavy debris, such as broken stone, wood scrap, or the like must be removed from the site immediately upon completion of the work of each trade that has generated the debris.

All concrete washout, from both trucks and mixers, must occur within a contained area of the Approximate Building Location of the homesite in a location where it will be ultimately concealed by structure or covered by backfill. Concrete washout in road rights-of-way, setbacks or on adjacent properties is strictly prohibited.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore, nuisance, or detriment to other homesites or open space. Any clean-up costs incurred by the Design Review Committee or the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from public or private roads, open spaces and driveways or other portions of Flagstaff Mountain Resort.

5.5 Sanitary Facilities

Each Owner or builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets must be located within the Approximate Building Location, clear of all setbacks and in a discreet location approved on site by the Design Review Committee.

5.6 Construction Access

The access drive approved by the Design Review Committee will be the only construction access to any homesite.

5.7 Vehicles and Parking Areas

Construction crews shall not park on, or otherwise use, undeveloped portions of homesites or open space. All vehicles shall be parked within an agreed upon area by the Design Review Committee. During very busy construction periods involving multiple trades such that all construction vehicles cannot be confined to the site proper, the overflow vehicles may be temporarily parked along the shoulder of the roadway; in locations and for time periods solely as approved by the Design Review Committee. During these periods, the road must allow continual unconstrained access by normal traffic and emergency vehicles, including fire trucks. Where parking on the shoulder occurs, all damage to the shoulder and landscape must be repaired by the contractor continually and not left for the end of construction. Vehicles may not be parked on neighboring homesites, in nearby driveways or on open space. Changing oil or other vehicle maintenance is prohibited.

5.8 Conservation of Native Landscape

Trees and all natural areas which are to be preserved must be marked and protected by flagging, fencing, or barriers. The Design Review Committee shall have the right to flag major terrain features or plants which are to be fenced for protection. Any trees or branches removed during construction must be promptly cleaned up and removed from the construction site.

5.9 Erosion Control

During construction, measures must be taken to eliminate erosion. The following outlines the required, in-the-field construction methods that must be performed by the contractor. All measures utilized must comply with Summit County, and Park City ordinances, as well as applicable state and federal statutes, regulations and permits, with which all contractors should familiarize themselves.

- Temporary run-off channels must be built to drain construction zones. In areas draining two acres or less, channels must have silt screens installed at appropriate locations. Silt screens should be stretched across and anchored to the bottom of the channels with hay bales placed on the upstream side of the fabric. Where watershed above the site exceeds two acres, temporary earthen berms or ditches for channeling must be used in conjunction with silt screens.

- All storm drain inlet structures must be protected by a filter berm until the area is stabilized with vegetation or the base course of pavement is installed.

- Weather permitting, all embankments constructed as part of cut/fill operations will be seeded and mulched within one week of final grading completion. Note: this is work that is better performed in the fall.

- Weather permitting, all building site areas must be seeded and mulched within one week of final grading completion.

5.10 Excavation Materials and Blasting

If any blasting is to occur, the Design Review Committee must be notified two weeks in advance and appropriate approvals must be obtained from Park City. Blasting may only be done by licensed demolition personnel, with all requisite insurance coverages as mandated by county and state statutes, specific to their blasting activity at Flagstaff Mountain Resort. The Design Review Committee shall have the authority to require in writing documentation of anticipated seismic effects, with confirmation such effects will not be injurious to other persons or properties, public or private, and that all appropriate protection measures have been utilized. The Design Review Committee may require additional insurance to cover potential damages from blasting to subdivision improvements and common areas.

All excess material resulting from blasting, as well as all other excess excavation materials, must be promptly removed from Flagstaff Mountain Resort.

5.11 Dust and Noise Control

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from public or private roads that is the result of construction activity on the site.

The sounds of radios or any other audio equipment used by construction personnel must not be audible beyond the property perimeter of any homesite; repeated violations of this provision will precipitate a total prohibition of any on-site use of radios or audio equipment during construction.

5.12 Material Deliveries

All building materials, equipment and machinery required to construct a residence on any homesite at Flagstaff Mountain Resort must be delivered to and remain within the Approximate Building Location of each homesite, clear of all setbacks. This includes all building materials, earth-moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery that will remain at Flagstff Mountain Resort overnight. Material delivery vehicles may not drive across adjacent homesites or common area parcels to access a construction site.

5.13 Firearms

The possession or discharge of any type of firearm by construction personnel on any construction site, homesite, common area parcel or right-of-way at Flagstaff Mountain Resort is prohibited.

5.14 Alcohol and Controlled Substances

The consumption of alcohol or use of any controlled substance by construction personnel on any construction site, homesite, common area parcel or right-of-way at Flagstaff Mountain Resort is prohibited.

5.15 Fires and Flammable Materials

Careless disposition of cigarettes and other flammable materials, as well as the build-up of potentially flammable materials constituting a fire hazard, are prohibited. At least two 20-pound ABC-Rated Dry Chemical Fire Extinguishers shall be present and available in a conspicuous place on the construction site at all times.

No on-site fires are allowed.

5.16 Pets

No pets, particularly dogs, may be brought into Flagstaff Mountain Resort by members of any construction crew.

5.17 Preservation of Property

The use of or transit over any other homesite, common area, ski run, trail or other amenity is prohibited. Similarly, the use of or transit over the natural area or setbacks outside the Approximate Building Location of any homesite is prohibited. Construction personnel shall refrain from parking, eating, or depositing rubbish or scrap materials (including concrete washout) on any neighboring homesite, common area parcel, or right-of-way.

5.18 Protection of Subdivision Improvements and Restoration of Property

Each Owner shall be responsible for the protection of all subdivision improvements, roadways, common areas, ski run, trail, or improvements of any other homesite which may be damaged by the activities of such Owner's contractor, subcontractor, agents, or employees.

Upon completion of construction, each Owner and builder shall clean his construction site and repair all property which has been damaged, including but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Committee, and repair of streets, driveways, pathways, drains, culverts, ditches, signs, lighting and fencing.

In addition, the Owner and general contractor shall be held financially responsible for site restoration/ revegetation and refuse removal necessitated on any and all adjacent properties as a result of trespass or negligence by their employees or sub-contracted agents.

5.19 Daily Operation

Daily working hours for each construction site shall be per Park City Municipal Corporation codes and ordinances. Noisy activity is prohibited on Sunday of each week, particularly during the summer period of high occupancy. These hours may be revised at the discretion of the DRC or Park City.

5.20 Site Visitations

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, Design Review observers, sales personnel, and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

5.21 Construction Insurance Requirements

All contractors and sub-contractors must post evidence of insurance with their homesite Owner, prior to entering the construction premises. Confirmation shall be evidenced in the form of a valid Certificate of Insurance naming the homesite Owner, Flagstaff Mountain Partners and the Flagstaff Mountain Resort Community Association, Inc. as additionally insured. The required insurance must provide coverage not less than the applicable limits of coverage relating to comprehensive general liability, automobile liability and workmen's compensation. The minimum limits of liability

shall not be less than $1,000,000 each for general liability and automobile liability. General liability coverage shall contain provisions for contractual liability and broad form property damage. The certificate shall provide for 30-day notice to the certificate holders in the event of cancellation or material change in the limits of coverage.

5.22 Vehicular Access

Prior to the start of construction activity at Flagstaff Mountain Resort, each general contractor shall meet with security staff and prepare a "contractor's vehicle pass list" and the supporting information relating to the description and identification of construction/employee vehicles. The Design Review Committee or the security staff may require proof of acceptable insurance as a condition of entry.



CHAPTER 6

DESIGN REVIEW PROCEDURES

Site sensitive, site-specific design shall be fundamental at Flagstaff Mountain Resort. Design drawings should evolve from the careful and thorough analysis of a site's specific setting and features. Therefore, owners and/or their designers should refrain from approaching a site with a predetermined design expecting to "make it fit" with little regard to natural constraints. Flagstaff Mountain Resort has established this review procedure to assist the applicant through the design process in its appropriate sequence.

The design team shall consist of an architect, structural engineer, and landscape architect, all registered within the State of Utah. Plans and specifications shall be submitted to the Design Review Committee in accordance with the following conference and submittal requirements and review procedures.

6.1 Pre-Design Conference

Prior to preparing preliminary plans for any proposed improvement, it is mandatory that the owner and the architect meet with a representative of the Design Review Committee to discus proposed plans and to resolve any questions regarding building requirements at Flagstaff Mountain Resort. This informal review is to offer guidance prior to initiating preliminary design, and should occur on site. In some cases this may occur by conference call at the discretion of the Design Review Committee.

The parameters and directives identified at each Pre-Design Conference remain valid for one year only. If the submittal of a preliminary design does not occur within twelve months of a Pre-Design Conference, a supplementary Pre-Design Conference may be required to review any changes in site conditions or revisions to the Design Guidelines which may have transpired.

6.2 Preliminary Design Submittal

A Preliminary Design Submittal must follow within twelve months following the Pre-Design Conference. No Preliminary Design submittal will be reviewed by the DRC unless it includes all of the following exhibits:

A. Site plan (scale at 1" = 10'-0" or 1/8"= 1'-0") showing the entire property, location of the proposed Approximate Building Location, the building outline, driveway, terraces, patios, underground parking, parking area, existing and proposed topography, proposed finished floor elevations, all trees, all clusters of native shrubs, and special terrain features to be preserved.

B. Survey (scale at 1" = 10'-0" or 1/8" = 1'-0") by a registered land surveyor or licensed civil engineer showing homesite boundaries and dimensions, topography (2 feet contours or less), major terrain features, all trees, edge of pavement or curb, and utility locations.

C. Floor plans (scale 1/4" or 1/8" = 1'-0") showing proposed finished floor elevations.

D. All exterior elevations (scale 1/4" or 1/8" = 1'-0") showing both existing and proposed grade lines, plate heights, ridge heights, roof pitch and a preliminary indication of all exterior materials and colors.

E. A scale architectural model including topography (minimum 2 foot contours) of the entire site is required. Landscaping must be shown to illustrate its relationship to the design.

F. Any other drawings, materials or samples requested by the Design Review Committee.

The submittal shall consist of five sets of prints, which shall be retained by the Design Review Committee.

6.3 Preliminary Design Review

The Design Review Committee will review the plans and respond in writing no later than 30 days after a submittal is complete.

Results of reviews will not be discussed over the telephone by members of the Design Review Committee with an owner or his architect or builder.

Any response an owner may wish to make regarding the results of an design review must be addressed to the Design Review Committee in writing.

The Design Review Committee's approval of a preliminary design is valid for twelve months.

6.4 Final Design Submittal

A Final Design Submittal must follow within twelve months of the Design Review Committee's granting of approval for a preliminary design. When the final design is complete, its submittal for consideration must include the following exhibits, and review by the Committee will not commence until the submittal is complete. Note that this process does not supersede review by Park City Municipal Corporation. Park City's review is in addition to review by the DRC.

A. Site plan (scale at 1" = 10'-0" or 1/8" = 1'-0") showing the entire property, the Approximate Building Location, the residence and all other buildings, driveway, culverts, drainage channels, parking area, existing and proposed topography, finished floor elevations, all protected plants or special terrain features to be preserved, trees to be removed, all utility sources and connections, and site walls.

B. Floor plans (scale 1/4" = 1'-0" or 1/8" = 1'-0") showing finished floor elevations.

C. Roof plan (scale 1/4" = 1'-0" or 1/8" = 1'-0") showing all roof pitches.

D. Building section (scale 1/4" = 1'-0" or 1/8" = 1'-0" or larger) indicating existing and proposed grade lines.

E. All exterior elevations (scale 1/4" = 1'-0" or 1/8" = 1'-0") showing both existing and proposed grade lines, plat heights, roof pitch and an indication of exterior materials and colors.

F. A materials sample board and literature as requested by the Design Review Committee depicting and describing all exterior materials.

G. Complete landscape plan (scale 1" = 10'-0" or 1/8" = 1'-0") showing size and type of all proposed plants, irrigation system, all decorative materials or borders, and all retained plants.

H. On-site staking of all building corners and other improvements, if requested by the Design Review Committee.

I. Construction site plan as described in paragraph 5.3.

The submittal shall consist of three sets of prints, which shall be retained by the Design Review Committee.

A Final Design Submittal must be received at the designated address of the Design Review Committee (see Section 7.2 of these Standards) by noon of the Friday preceding a scheduled meeting of the Design Review Committee, in order to be included on the agenda for consideration.

6.5 Deferral of Material or Color Selection

An applicant may wish to delay the confirmation of landscaping intentions and final color or stonework selections until some point after the start of construction, in order to better visualize landscape considerations, or to test an assortment of potential colors with actual material intended for use.

6.6 Site Inspection

As soon as the submission of final plans is complete, a representative of the Design Review Committee will inspect the homesite to determine that the conditions as depicted in the final submittal are accurate and complete.

6.7 Final Design Review

The Design Review Committee will review the plans and respond in writing no later than 30 days after a submittal is complete.

Results of reviews will not be discussed over the telephone by members of the Design Review Committee with an owner or his architect or builder, and no owner, architect or builder shall have the right to attend any meeting of the DRC unless specifically requested by the DRC. Any response an owner may wish to make regarding the results of a Design Review must be addressed to the DRC in writing.

The DRC's approval of the final design is valid for twelve months.

6.8 Resubmittal of Plans

In the event of any disapproval by the Design Review Committee of either a Preliminary or Final Submittal, a resubmission of plans should follow the same procedure as an original submittal. An additional Design Review fee shall accompany each such submittal as required by the Design Review Committee.

Design approvals for each review step remain valid for one year only. Therefore, if an application lags the fulfillment of a preceding review phase by more than twelve months,

that prerequisite step must be repeated, unless waived by the Design Review Committee.

6.9 Pre-Construction Conference

Prior to commencing construction, the builder must meet with a representative of the Design Review Committee to review construction procedures and coordinate his activities in Flagstaff Mountain Resort.

6.10 Commencement of Construction

Upon receipt of final approval from the Design Review Committee, and having satisfied all Park City review processes, the owner shall have satisfied all conditions and may commence the construction of any work pursuant to the approved plans within one year from the date of such approval.

If the owner fails to begin construction within this time period, any approval given shall be deemed revoked.

The owner shall, in any event, complete the construction of any improvement on his homesite within one year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in greater hardship to the owner due to labor strikes, fires, national emergencies or natural calamities.

6.11 Inspections of Work in Progress

The Design Review Committee may inspect all work in progress and give notice of noncompliance. Absence of such inspection or notification during the construction period does not constitute an approval by the Design Review Committee of work in progress or compliance with this Design Guideline. Any such inspection shall not be construed as an acceptance of any improvements or conditions, or as a waiver of any provision of the Design Guidelines or of any condition of approval established by the DRC.

6.12 Subsequent Changes

Additional construction or other improvements to a residence or homesite, changes during construction or after completion of an approved structure, including landscaping and color modification, must be submitted to the Design Review Committee for approval prior to making such changes or additions.

6.13 Final Release

Upon completion of any residence or other improvement, the owner shall give written notice of completion to the Design Review Committee.

Within 10 days of such notification, a representative of the Design Review Committee shall inspect the residence or other improvement for compliance. If all improvements comply with these Design Guidelines, the Design Review Committee shall issue a written approval to the owner constituting a final release of the improvements by the Design Review Committee, said release to be issued within 30 days of the Final Inspection. If it is found that the work was not done in strict compliance with approved plans or any portion of these Design Guidelines, the Design Review Committee may issue a written notice of noncompliance to the owner, specifying the particulars of noncompliance, said notice to be issued within 30 days of the Final Inspection.

The owner shall have 30 days from the date of notice of noncompliance within which to remedy the noncompliance portions of his improvements. If, by the end of this period the owner has failed to remedy the noncompliance, the Design Review Committee may take action to remove the noncompliance improvements as provided for in this Design Guideline, including, without limitation, injunctive relief or the imposition of a fine.

6.14 Non-Waiver

The approval by the Design Review Committee of any plans, drawings or specifications for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing or specification subsequently or additionally submitted for approval. Failure to enforce any of these Design Guidelines shall not constitute a waiver of same.

6.15 Right of Waiver

The Design Review Committee reserves the right to waive or vary any of the procedures set forth herein at its discretion for cause.

6.16 Exemptions

Utility and maintenance buildings, structures, and cabinets located on non-residential tracts are exempted from these Design Guidelines. However, the Design Review Committee will endeavor to attain as high a level of conformance with these standards as is practical for these facilities.

6.17 Design Review Fee

A Design Review fee will be charged as determined by the Design Review Committee. Additional Design Review fees may be charged due to resubmittals, remodels, or other special circumstances. The full Design Review fee will be paid at the time of the Preliminary Submittal. Please consult with the Design Review Committee for the latest fee structure.



APPENDIX A

(to be completed after Park City approval process is complete)

PLANTING LIST

Revised 2004

TREES	
Abies concolor	White Fir
Abies lasiocarpa	Subalpine Fir
Acer glabrum	Rocky Mountain Maple
Acer grandidentatum	Bigtooth Maple
Alnus tebuifolia	Thinleaf Alder
Amelanchier utahensis	Utah Serviceberry
Cercocarpus montanus	Mountain Mahogany
Juniperus virginiana	Juniper
Pinus edulis	Pinyon Pine
Pinus flexilis	Limber Pine
Pinus nigra	Austrian Black Pine
Pinus sylvestris	Scotch Pine
Populus tremuloides	Aspen
Prunus virginiana	Chokecherry
Pseudotsuga menziesii	Douglas Fir
Sambucus racemosa	Elderberry
Thuja plicata	Western Red Cedar

SHRUBS	
Amelanchier alnifolia	Service Berry
Arctostaphylos uva-ursi	Kinnikinnick
Artemisia spp.	Sage
Cornus stolonifera	Redtwig Dogwood
Cotoneaster spp.	Cotoneaster
Cowania mexicana	Cliff Rose
Euonymus spp.	Burning Bush
Mahonia spp.	Oregon Grape
Pachyistima myrsinites	Oregon Boxwood
Parthenocissus quinquefolia	Virginia Creeper
Potentilla spp.	Cinquefoil
Purshia tridentata	Bitterbrush
Rhus	Sumac
Ribes alpinum	Alpine Currant, Gooseberry
Rosa woodsii	Wood's Wild Rose
Spiraea spp.	Spiraea
Symphoricarpos albus	Common Snowberry
Viburnum spp.	Viburnam
Weigela	Weigela
Yucca spp.	Yucca

RECEIVED
NOV 16 2004
PARK CITY
PLANNING DEPT.

PLANTING LIST - continued

PROHIBITED PLANT MATERIAL

Purple-Leaf Plum/Cherry
White or Weeping Birch
Red Maple
Silver Maple
Golden Rain Tree
Siberian Elm
Tree-of-Heaven
Loosestrife
River Birch
Mulberry
Cottonwood

Findings of Fact - Marsac Avenue & Chambers Street Right-of-Way

1. The property is located between platted Marsac Avenue at the Sandridge parking lots and the Guardsman Connection to Silver Lake.
2. The zoning along the road is HR-1 and ROS.
3. The City Council adopted Ordinance 99-20 on June 24, 1999, approving the annexation and development agreement for the 1,655-acre Flagstaff Mountain area.
4. The Flagstaff Annexation Development Agreement Section 2.10.2 stipulates certain road and intersection improvements, including widening the road, drainage improvements, a passing lane, and runaway truck ramp.

Conclusions of Law

1. There is good cause for this subdivision plat.
2. The subdivision plat is consistent with the Master Plan Development Agreement, Park City Land Management Code, the General Plan, and applicable State law regarding subdivision plats.
3. Neither the public nor any person will be materially injured by the proposed subdivision plat.
4. Approval of the subdivision plat, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Attorney and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State law, the Land Management Code, and the conditions of approval prior to recordation of the plat.
2. The applicant will record the Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

6. Empire Pass Master Planned Development

Planner Brooks Robinson commented on Pod A at Empire Pass and noted that the Planning Commission has discussed many details of his master planned development over several months. The public hearing was re-opened on July 14 and continued to this evening. The Staff has prepared findings of fact, conclusions of law, and conditions of approval for the master plan for Pod A. Pod B1 was previously approved. The Staff finds that this application complies with the Land Management Code and the Development Agreement, which are the controlling documents. There will be additional units and density left over from this approval, and Pod B2 will come in at a later date with its own master plan once the applicants are further along in planning development for that area. The applicant had prepared a number of exhibits and updates for the Commissioners' binders which will comprise this approval. These includes the project description and minor grammatical

error and language revisions. Planner Robinson outlined other updates distributed this evening. The Staff recommended that the Planning Commission re-open the public hearing, consider public input, and provide direction to the Staff and applicant.

Chair Barth referred to Pages 115-123 of the staff report, Summary of Compliance with the Technical Reports, and noted that he did not see in the draft findings any reference to incorporate those pages into a motion. Planner Robinson recalled that on July 14 Commissioner Erickson requested compliance with technical reports, and the decision was made to provide them as a separate document. He offered to add them as a finding.

Doug Clyde, representing the applicant, distributed to the Commissioners a visual simulation from King Road that was inadvertently left out of their package. He was uncertain which phasing plan is included in their packets and wanted to be sure the one they have shows the right units. He noted that town home units 16 and 17 and cluster home units 11 and 12 are in Phase I. He referred to page 6 of the recent handouts and corrected the number of Townhomes and PUD's from 28 to 23 units in the first phase.

Chair Barth re-opened the public hearing.

There was no comment.

Chair Barth closed the public hearing.

Commissioner Erickson read the conditions of approval relative to traffic circulation based on the development agreement and asked if they are part of the transportation mitigation plan and part of the 14 technical reports. Mr. Clyde replied that they are reflected in the existing construction mitigation plans currently on file with the City. Planner Robinson explained that every CUP that comes forward will need its own construction mitigation plan which will be reviewed by the Planning Commission.

The Planning Commission and Mr. Clyde discussed enforcement procedures for downhill traffic.

Planner Robinson revised Finding of Fact 10 by inserting a comma after A(Exhibit H)@ and adding Aand a compliance matrix with the technical reports (Exhibit I).@

Mr. Clyde referred to the density indicated on page 104 of the staff report and noted that 563 takes into account the additional 18 PUD units. This is not reflected in the table above, and he suggested adding the language Acounting the additional 18 PUD units noted below.@

MOTION: Commissioner Erickson moved to APPROVE the MPD in accordance with the findings of fact, conclusions of law, and conditions of approval with the following revisions:

1) The incorporation of the revised July 28, 2004, project description as presented by Staff.
2. The revision to Finding of Fact 10 incorporating the compliance report with the 14 technical reports, Exhibit I.
3. The revision to the phasing plan incorporating the town home Units 16 & 17 and the cluster home Units 11 & 12.
4. Correction to the staff report, page 104, with regard to the density incorporating the phrase that the 563.3 units includes the 18 unit equivalents referenced in Pod B1 below.
5. Incorporation of Condition of Approval 10 that they incorporate the technical report updates and clarifications as presented in the staff report

Mr. Clyde stated that the PUD's were originally intended to be 5,000 square feet each, but they had a problem with the Unit Equivalent calculation. He will return with a revised UE calculation which raises the number by 18 additional UE's. It will not change the plan, but it will make it correspond with the way they interpret UE's.

Planner Robinson referred to the density in the Pod B1 section on page 104 and noted that the last sentence should recognize that 90,000 square feet should be assigned to Lot B and not Lot C.

Commissioner Erickson incorporated the change to Page 104 as described by Planning Robinson into his motion. Commissioner Powers seconded the motion.

VOTE: The motion passed unanimously. Commissioner Thomas abstained from the vote, and Commissioner Zimney was not present for the vote.

Commissioner Volkman referred to the status of the technical reports regarding the mine soils hazard plan and the language which states, AA draft work plan for the clean up of Empire Canyon was approved by the EPA and reviewed by the Park City Municipal Corporation. Work will begin this summer.@ Mr. Clyde explained that the Empire Canyon work referred to is the clean up of the creek below the Deer Valley Day Lodge and the top of Daly Avenue. It has no relation to moving the mine dump.

Findings of Fact - Empire Pass

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The

Development agreement sets forth maximum project densities, location of densities, and developer-offered amenities.

3. The Flagstaff Mountain Annexation is approximately1,655 acres. Mixed-use development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2 and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. The Development Agreement limits development in Pods A, B-1, B-2 to:
   - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites;
   - no more than 85,000 square feet of resort support commercial; and
   - a maximum 35,000 square foot day skier lodge in Pod B-2.
5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:
   - Mine/Soil Hazard Mitigation
   - Architectural Design Guidelines
   - Transit
   - Parking
   - Open Space Management
   - Historic Preservation
   - Emergency Response
   - Trails
   - Private Road Access Limitations
   - Construction Phasing
   - Infrastructure and Public Improvement Design
   - Utilities
   - Wildlife Management
   - Affordable Housing
6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.
7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 unit equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.
8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.
9. The 14 technical reports/studies along with the Land Management Code and the Development Agreement (99-30) for the standard which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.
10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B), Volumetric Analysis (dated July 5, 2004, Exhibits D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), Supplemental Plans

including Building Height Diagram, Vegetative Buffer, Trails, and construction Sequencing (Exhibit H), and a Compliance Matrix with the Technical Reports (Exhibit I). Together with the Site Plans dated July 21, 2004, (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD.

11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and the City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.
12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.
13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.
14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count toward the PUD limits of 60.
15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for six (6) single-family homes.
16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count toward the development acreage.
17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.
18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over-length cul-de-sac.
20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June 15, 2004.
21. The Maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof.
22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.
23. The applicant has requested additional building height for the structures proposed as Buildings 109, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.
24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

25. Proposed Buildings 1-9 have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation have been mitigated to the extent possible as defined by the Planning Commission.
26. The site plan for proposed Buildings 1-9 includes adequate landscaping and buffering from adjacent properties and uses.
27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.
28. An MPD for pod B-2 will be reviewed under a separate MPD application.

Conclusions of Law - Empire Pass

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is compatible in use, scale, and mass with adjacent properties and promotes neighborhood compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place development on the most developable land and least visually obtrusive portions of the site.
11. The MPD, as conditioned, promotes the use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearings held in accordance with this Code.
13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

Conditions of Approval - Empire Pass

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family

buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.

2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.
3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
4. If and when the realigned Guardsman Road is dedicated to the City, the Developer will execute an encroachment agreement in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.
5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.
6. The proposed over-length cul de sac that ends in the six single-family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot-wide all-weather surface road.
7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.
9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
10. The technical report updates and clarifications as presented in the staff report shall be incorporated in this approval.

7. Red Cloud Subdivision

Planner Robinson noted that Red Cloud, commonly called Pod D, is the third and final Empire Pass application. Thirty single-family lots are proposed on the land owned and controlled by Talisker and the United Park City Mine Company. At the July 14 work session, the Planning Commission discussed the Enchanted Forest and how to apply the statement in the development agreement that no development should occur in the Enchanted Forest. Planner Robinson understood there to be general consensus from the Commission that having a ski easement/conservation easement across an area to be determined would constitute adequate protection. The language will prohibit snowmobiles but will allow skiing in the winter for people coming off the Red Cloud lift. The other issue discussed on July 14 was whether to amend the development agreement and Exhibit A of the development agreement which shows the pod boundaries to move the boundaries further south and west. This would not change the density or average lot size. The Staff analyzed that proposal for separation from ski runs and a visual analysis, and it is the Staff's opinion that the development agreement would have to be amended to allow that to

Village MPD
Supplemental Project Description and Conditions

Site Plan

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

Volumetrics

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

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

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

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Building Height

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

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

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

Floor to Floor Height

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

The Roof Zone

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

Ground Floor Architectural Elements

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

Building Appurtenances and Exceptions

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

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

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

Conservation Easements and Conservation Parcels

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



Master Plan - Summer

May 6, 2009

HART HOWERTON

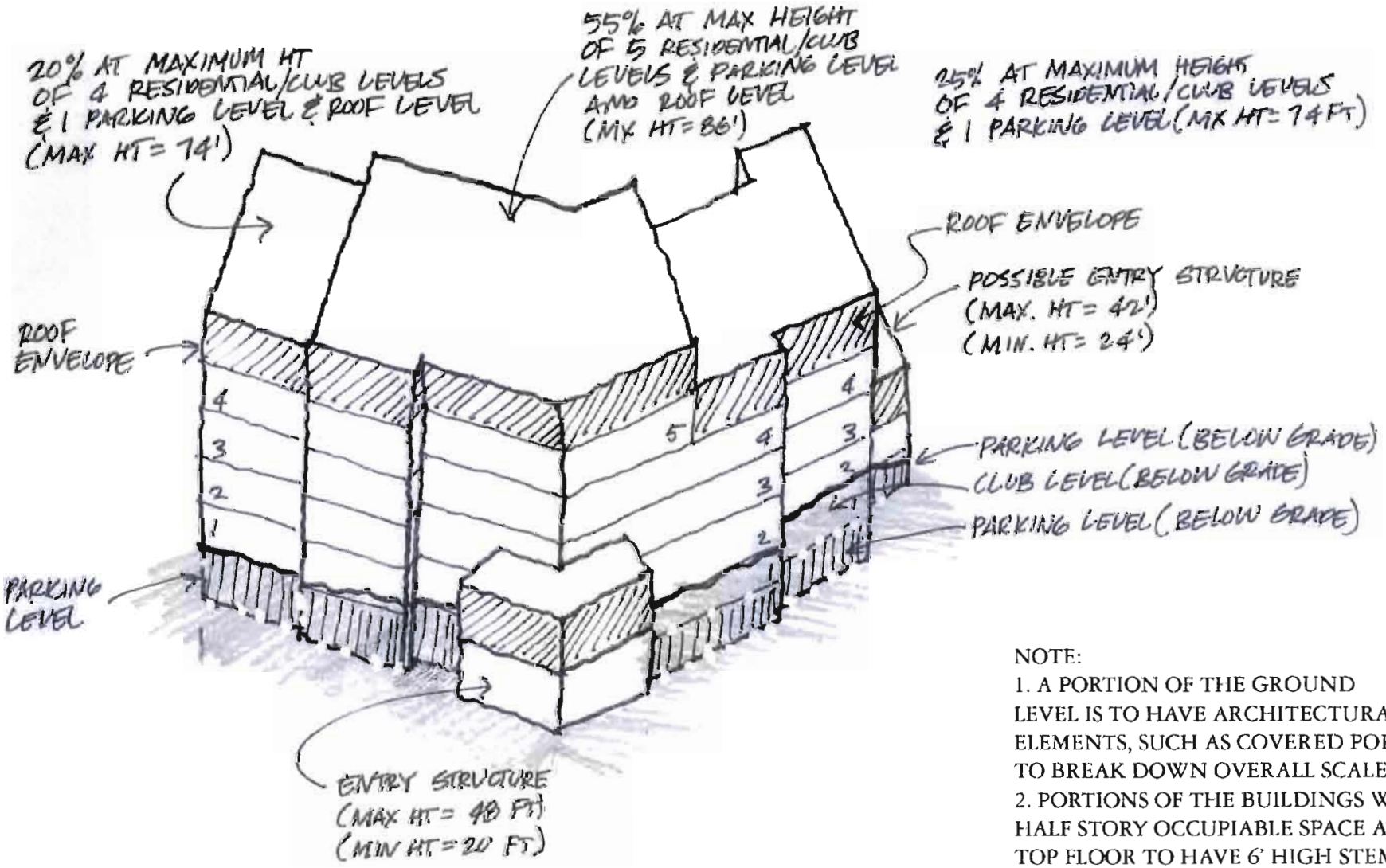
THE VILLAGE AT EMPIRE PASS

Park City, Utah

Alpine Club Volumetrics

(Building 1)

Isometric View



NOTE:
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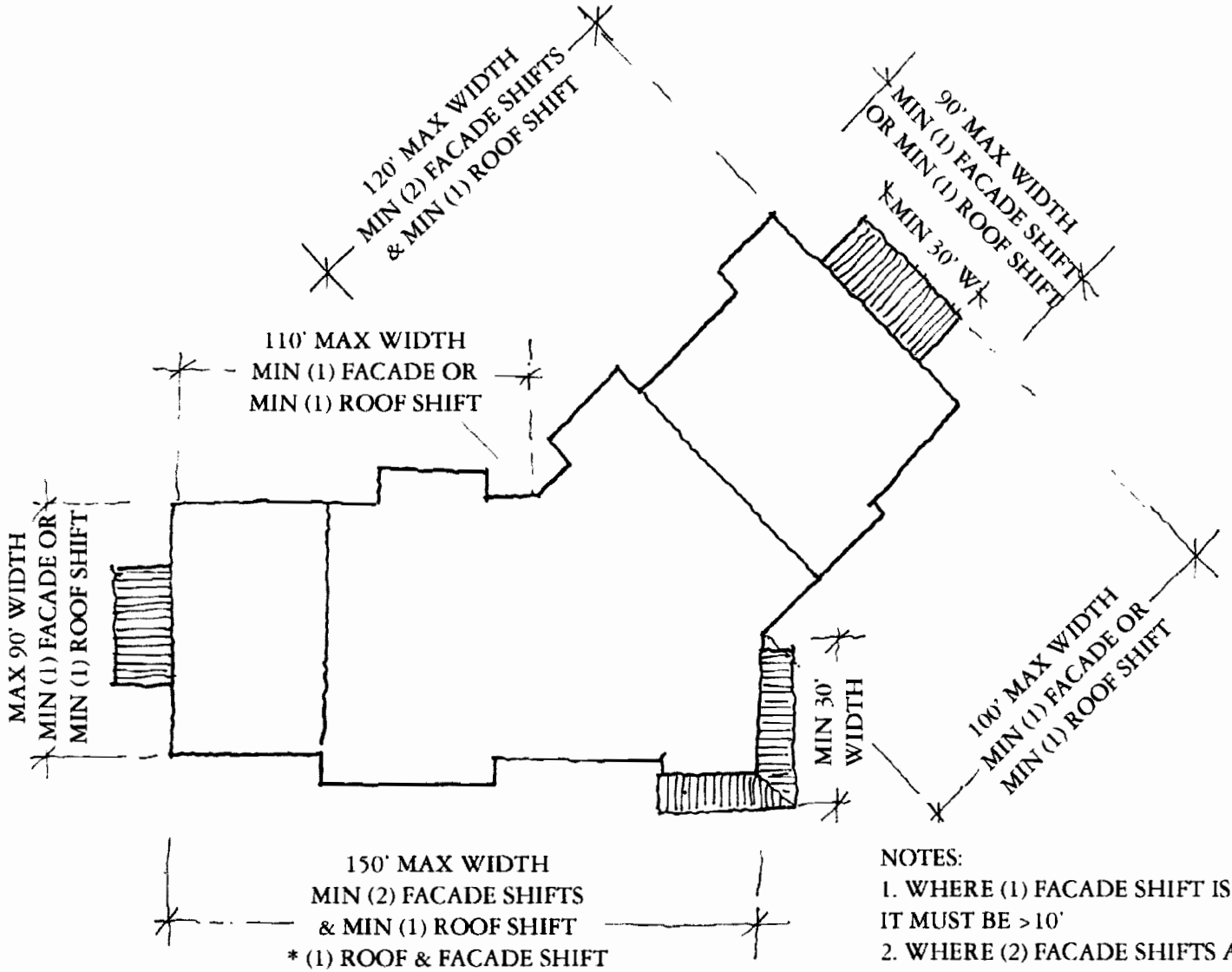
Alpine Club Volumetrics
Plan View



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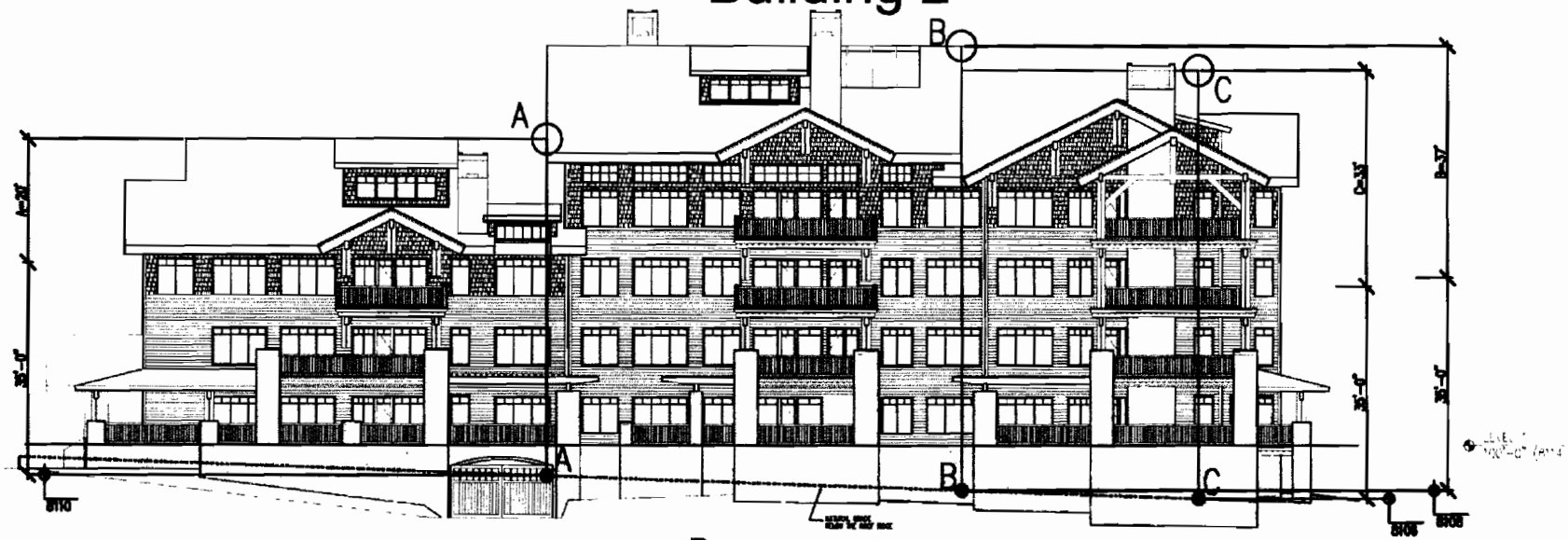
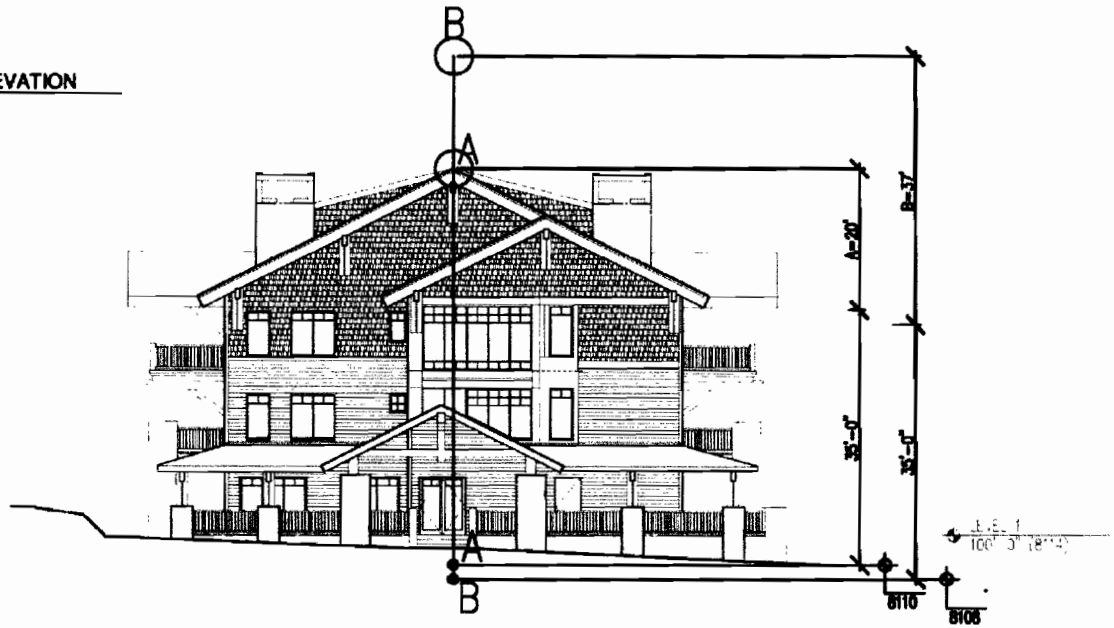
JUNE 17, 2004

Building 2



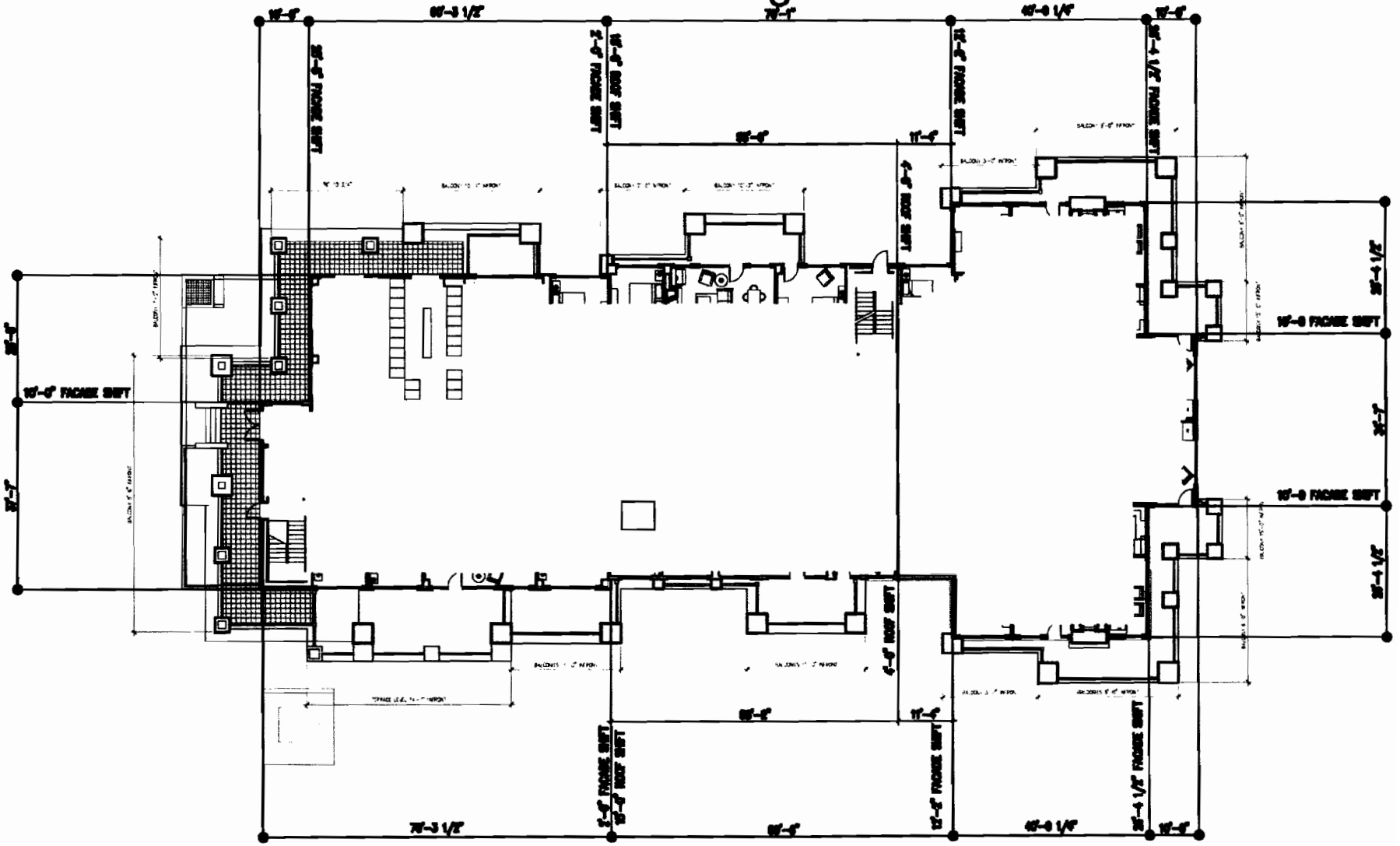
1 EAST ELEVATION



2 SOUTH ELEVATION

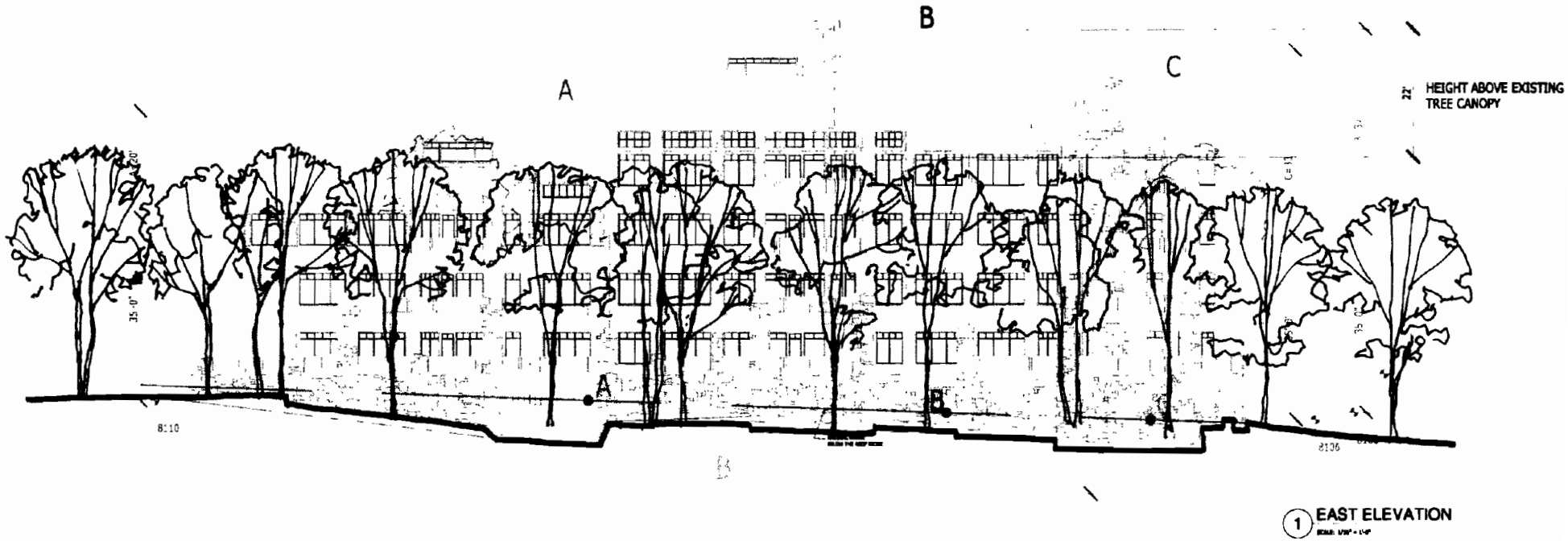
HEIGHT ANALYSIS

Building 2

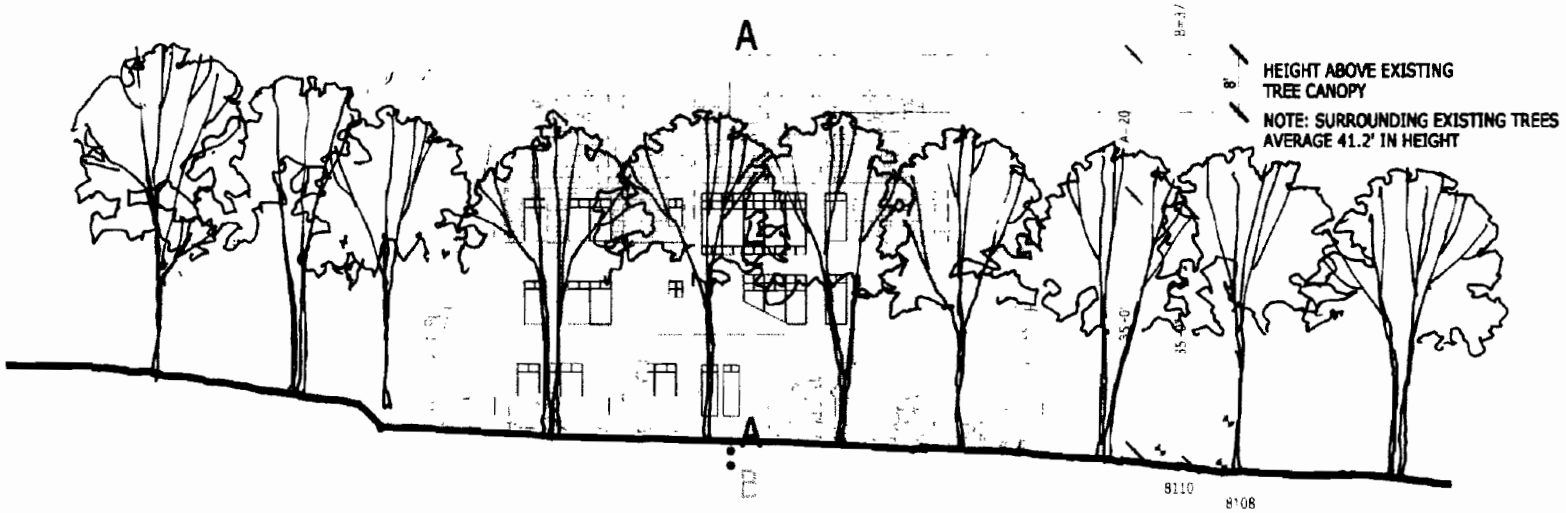


VOLUMETRICS ANALYSIS

Building 2



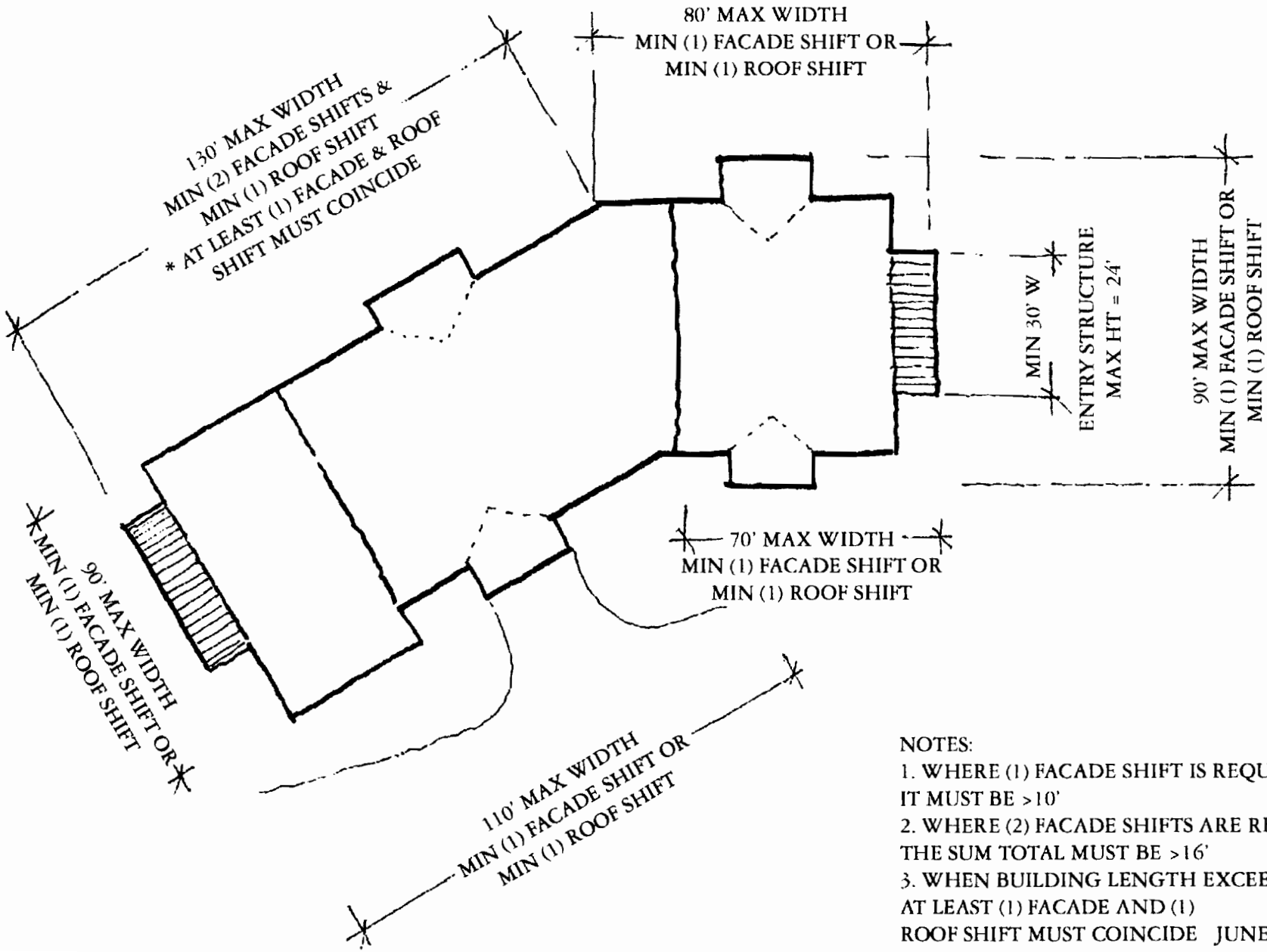
1 EAST ELEVATION



HEIGHT ANALYSIS-EXISTING TREE CANOPY

2 SOUTH ELEVATION

Building 3 Volumetrics
Plan View



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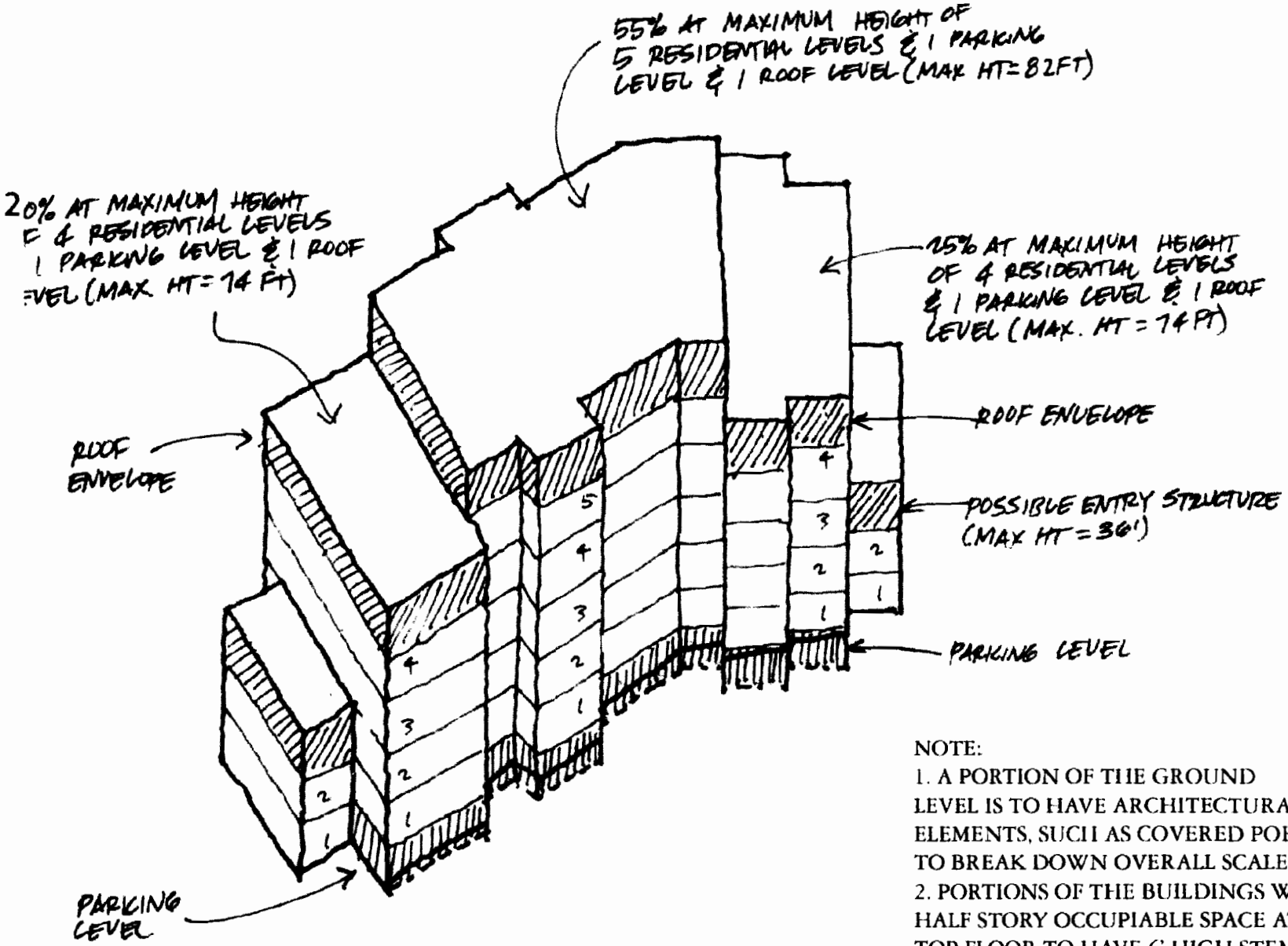
Building 3 Volumetrics
Isometric View



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2. PORTIONS OF THE BUILDINGS WITH HALF STORY OCCUPIABLE SPACE AT THE TOP FLOOR TO HAVE 6' HIGH STEMWALL

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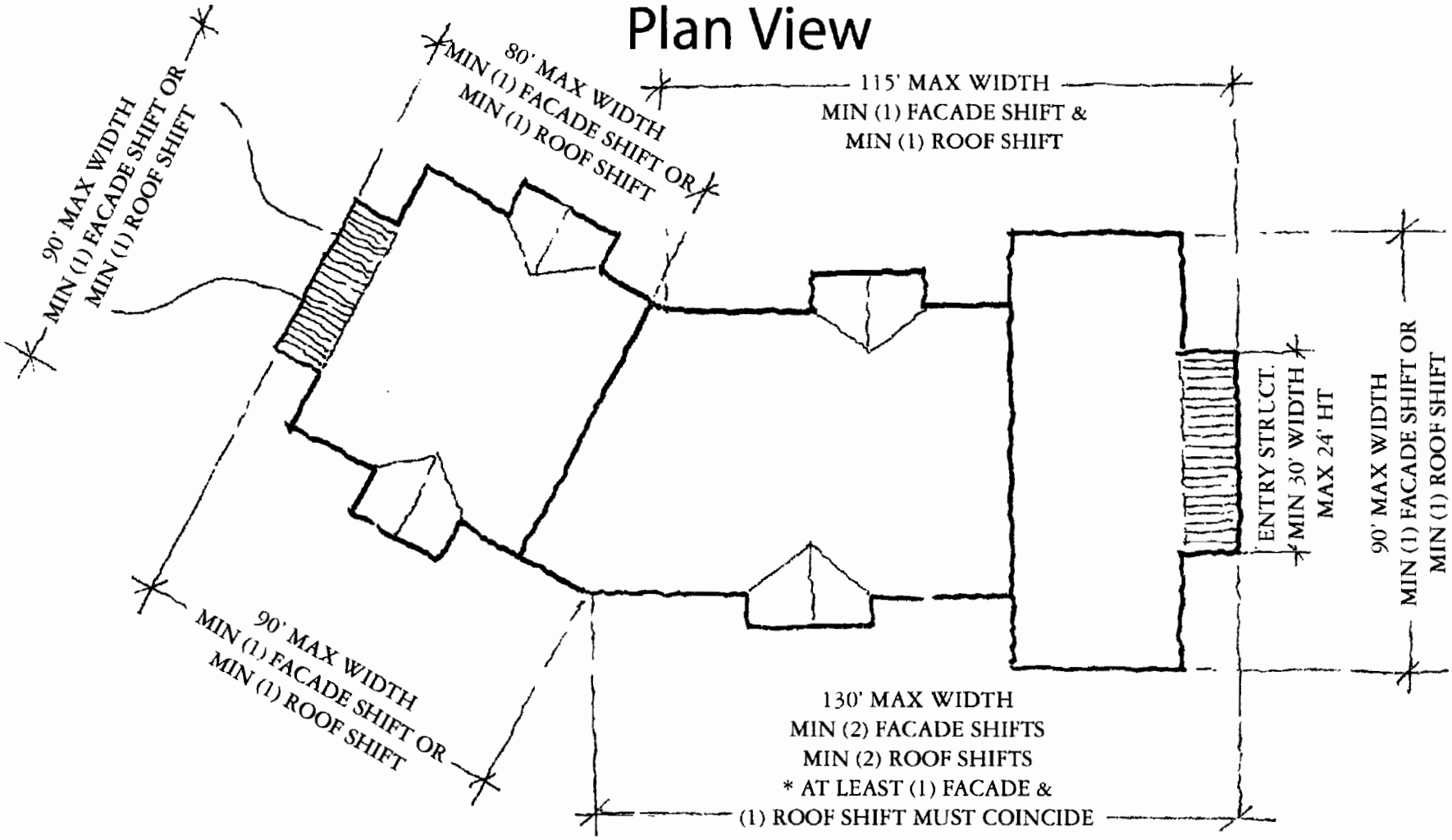
Building 4 Volumetrics
Plan View



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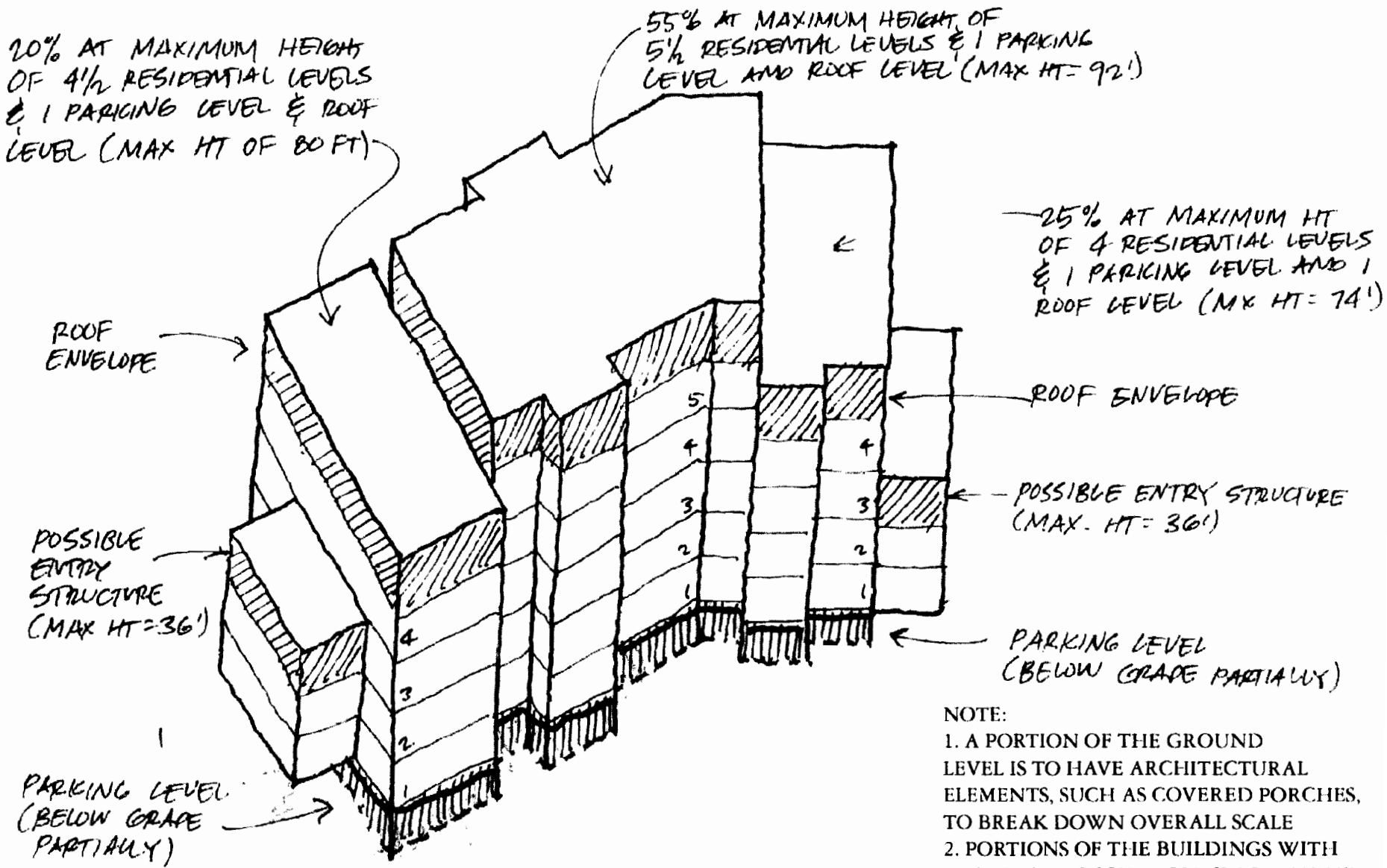
Building 4 Volumetrics
Isometric View



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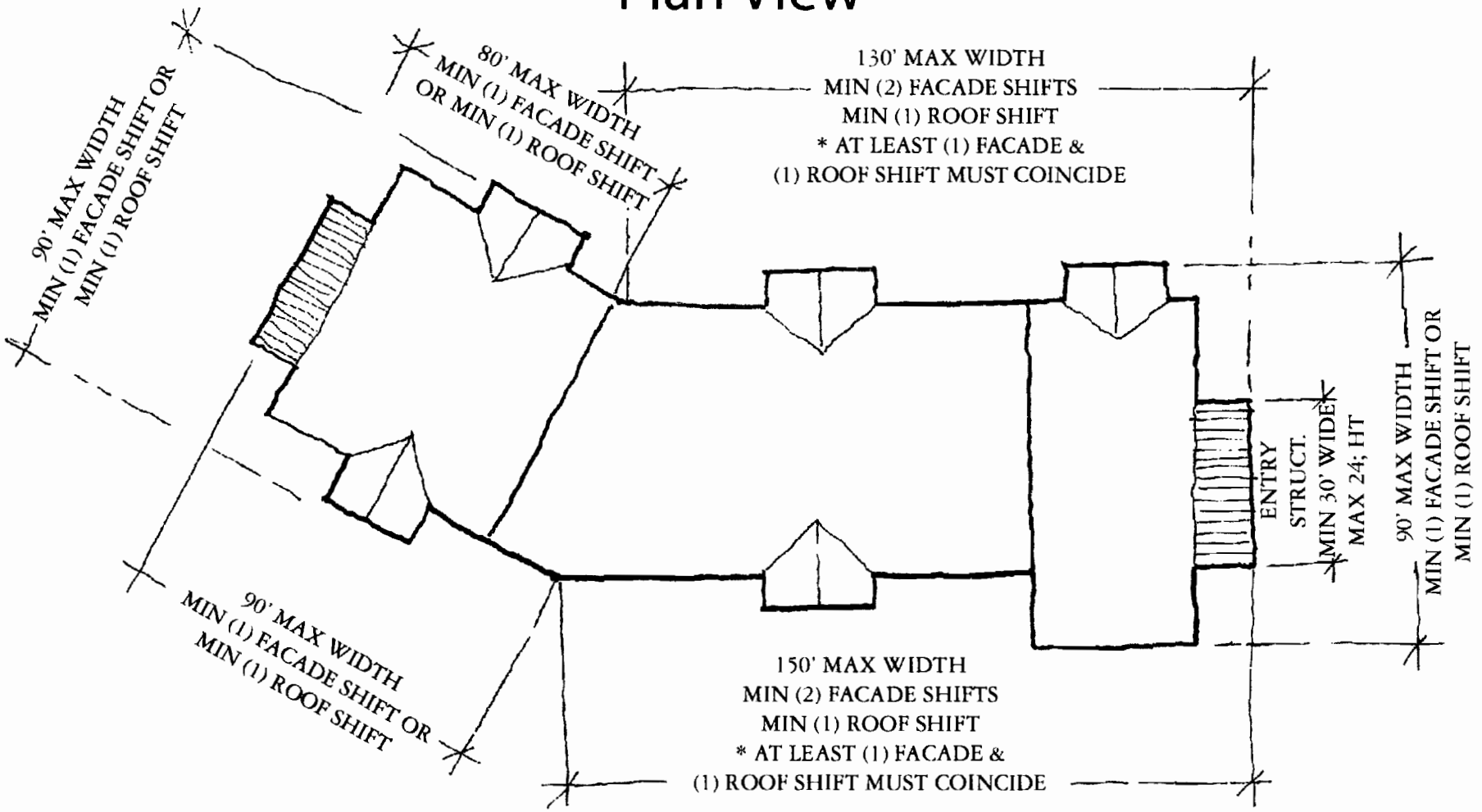
JUNE 17, 2004

Building 5 Volumetric
Plan View



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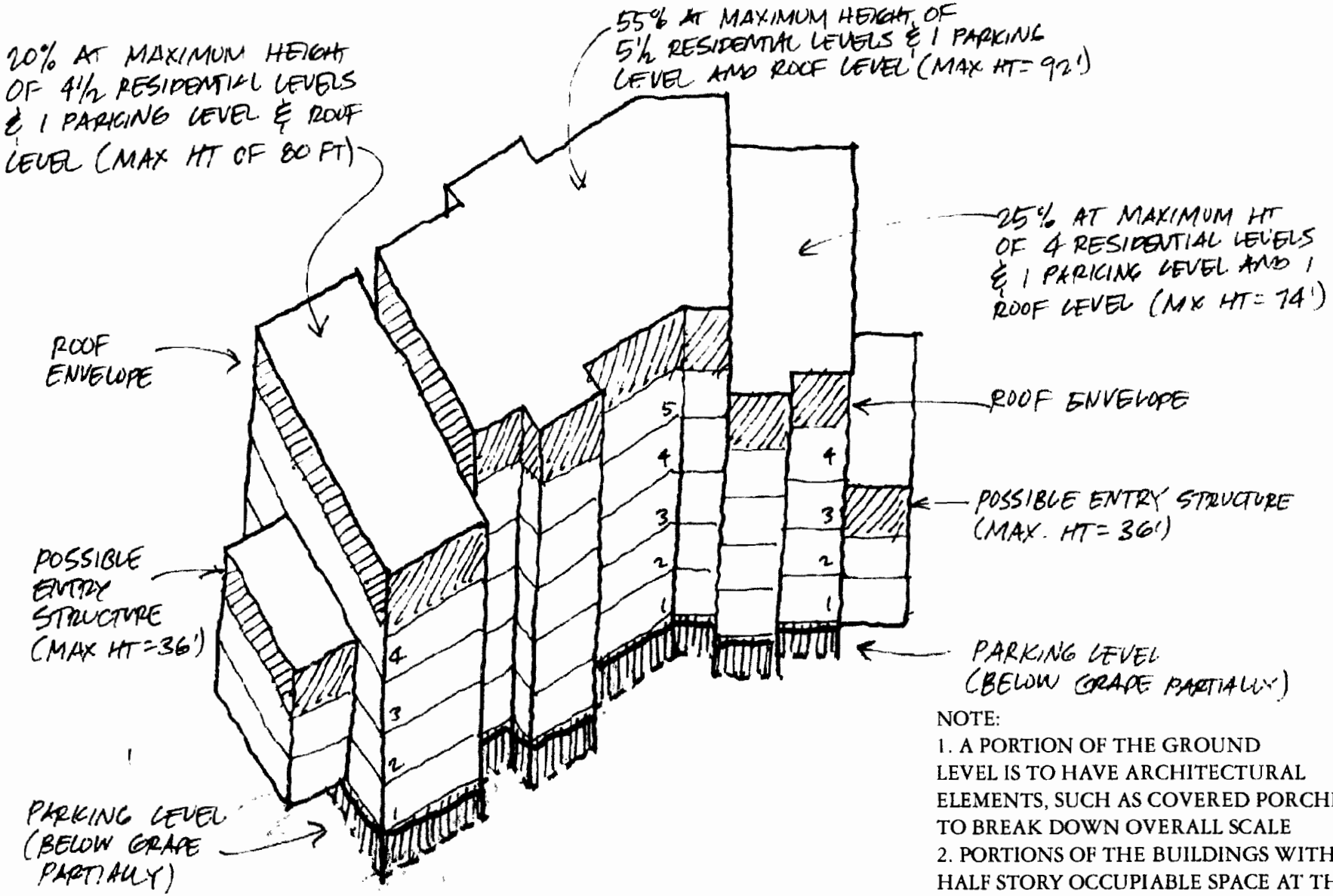
JUNE 17, 2004

Building 5 Volumetrics
Isometric View



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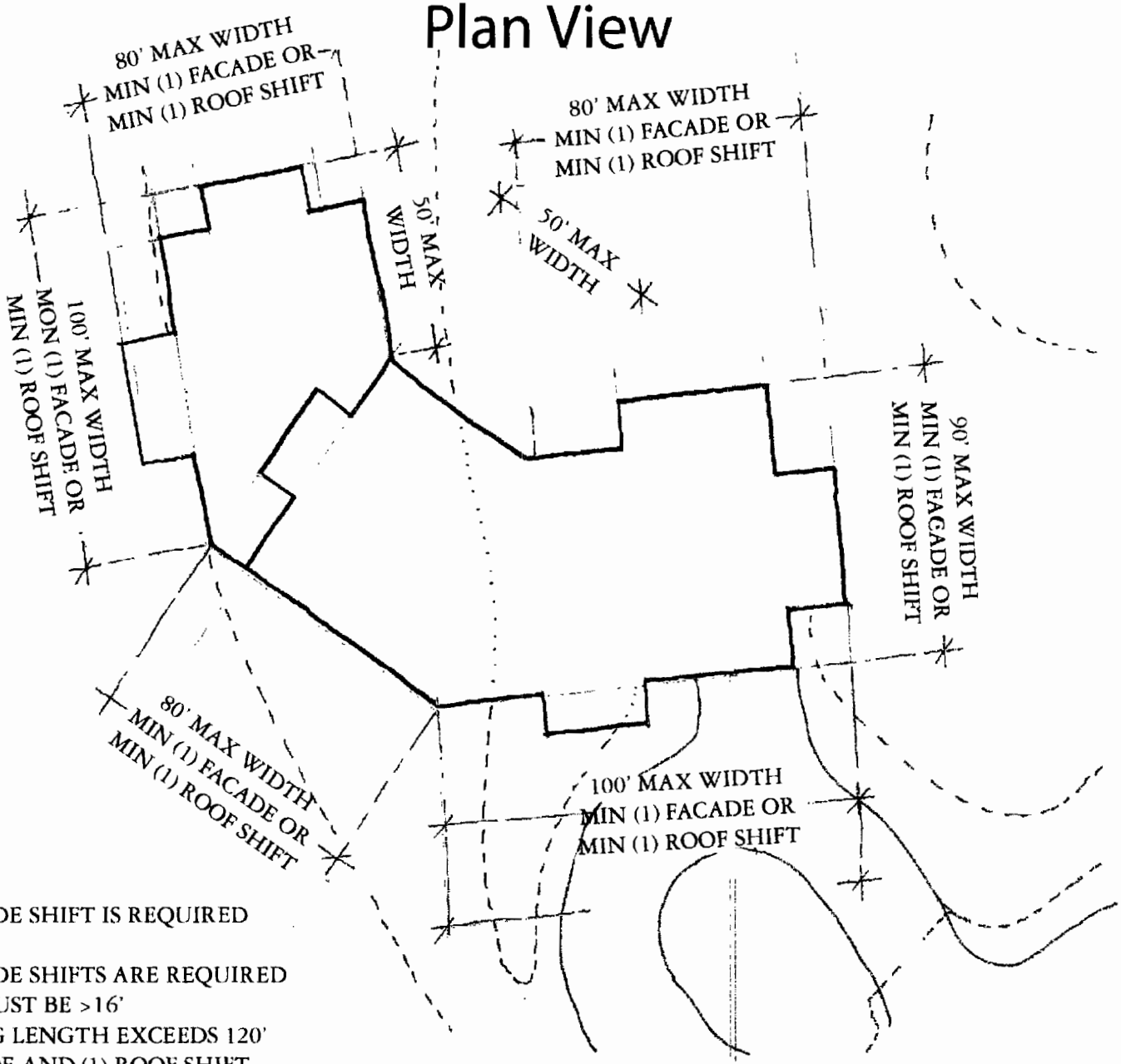
JUNE 17, 2004

Building 6 Volumetric Plan View



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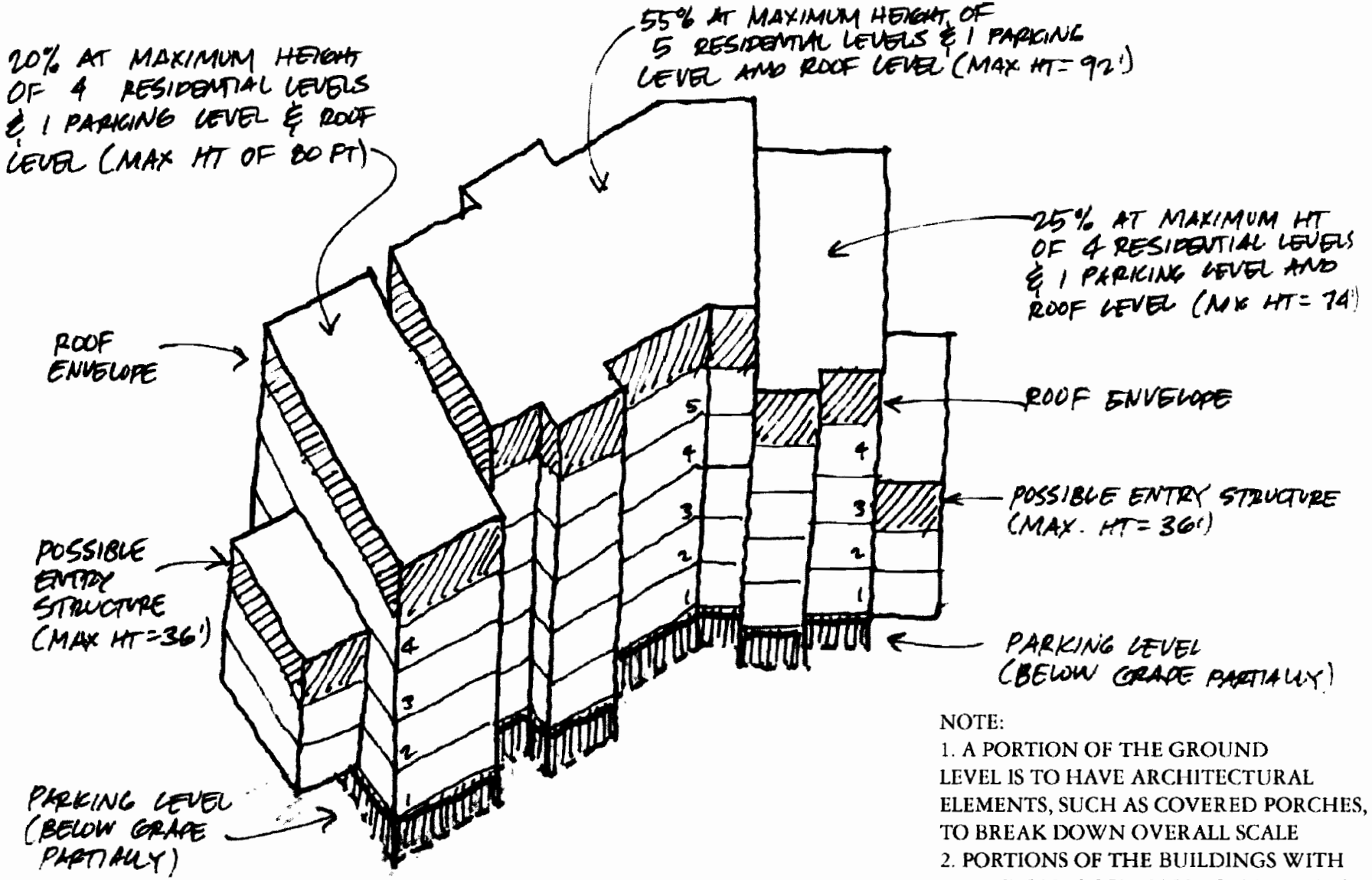
June 17, 2004

Building 6 Volumetrics
Isometric View



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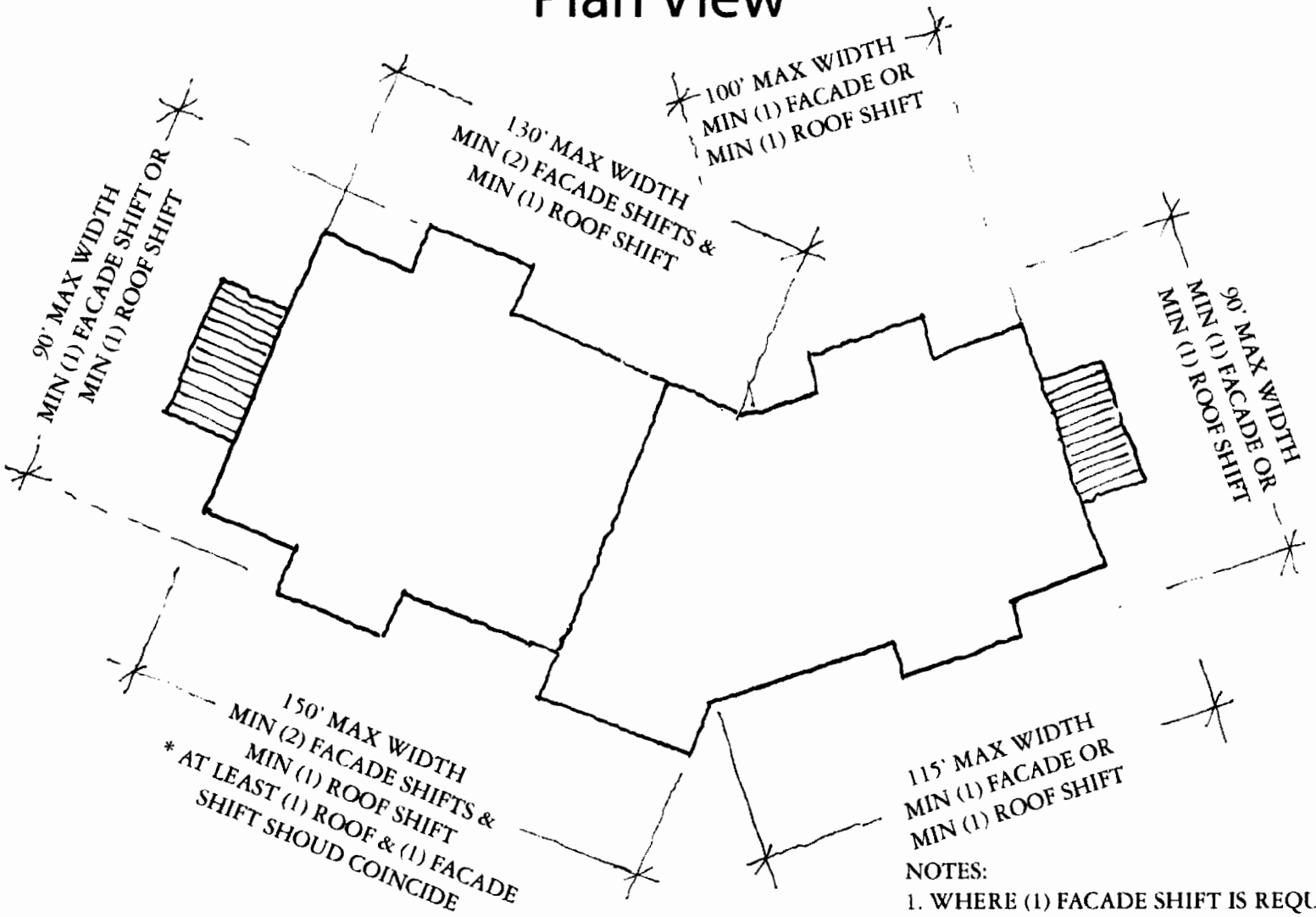
JUNE 17, 2004

Building 7 Volumetric Plan View



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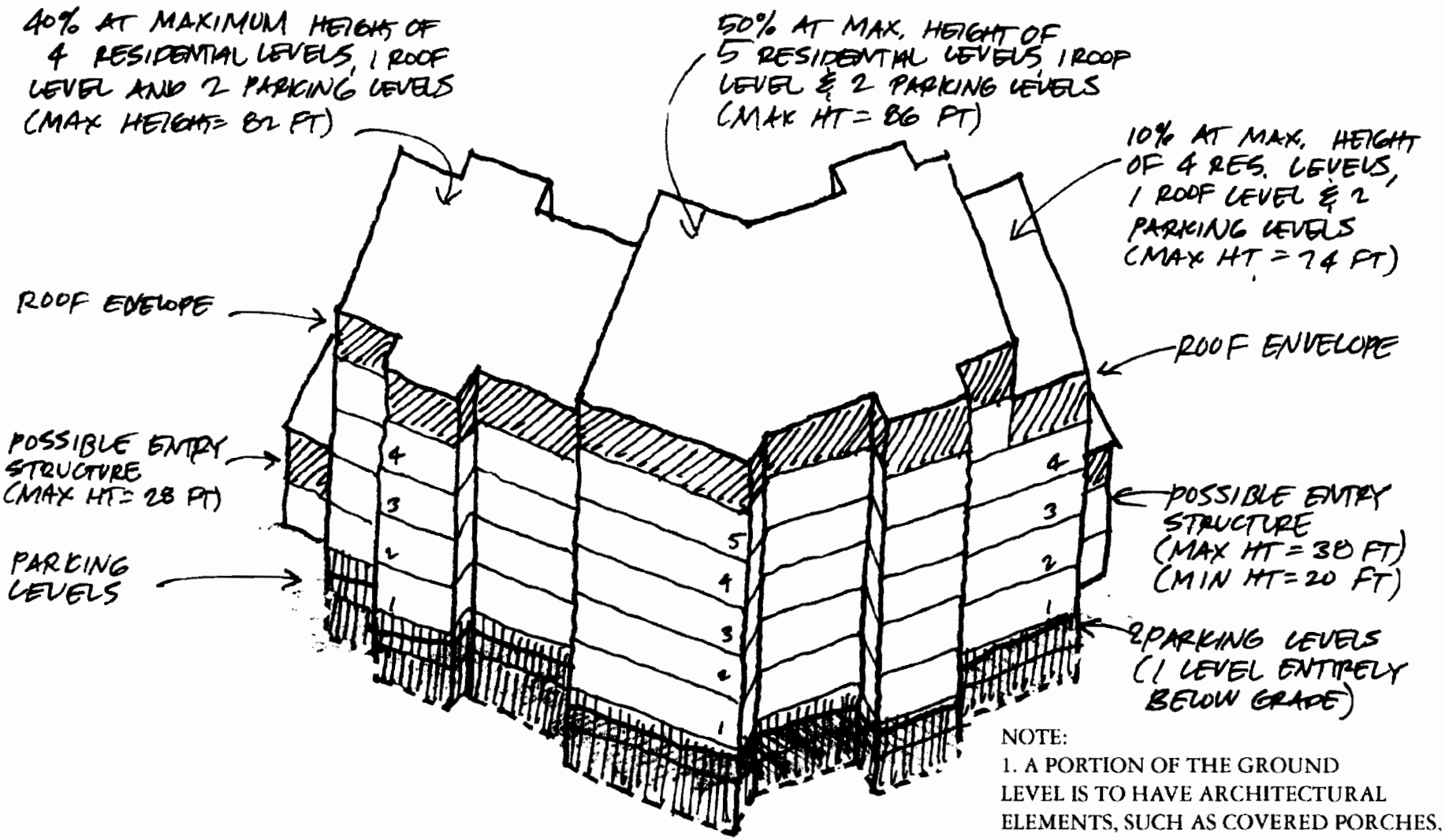
JUNE 17, 2004

Building 7 Volumetrics
Isometric View



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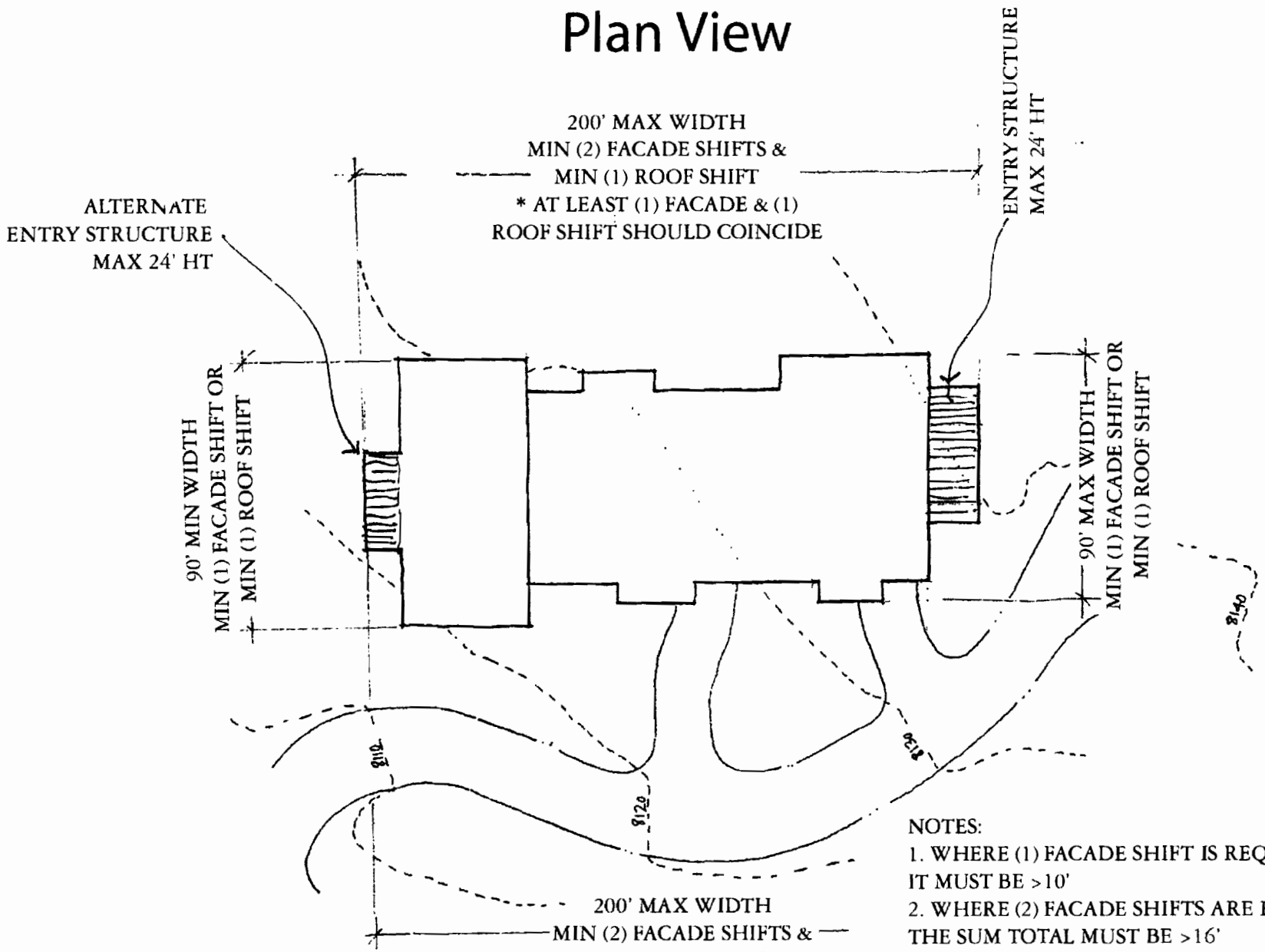
JUNE 17, 2004

Building 8 Volumetrics
Plan View



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Building 8 Volumetrics
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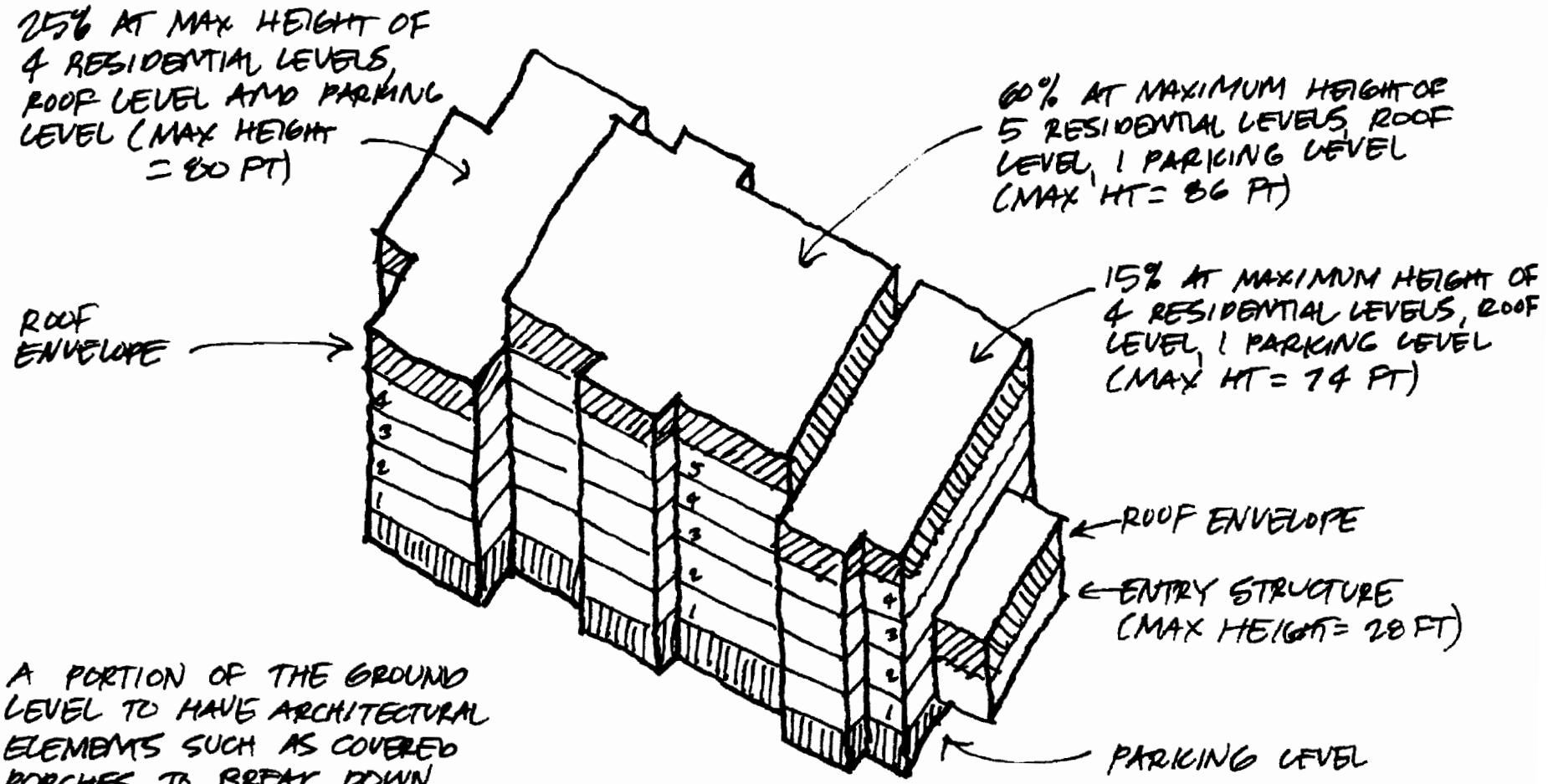

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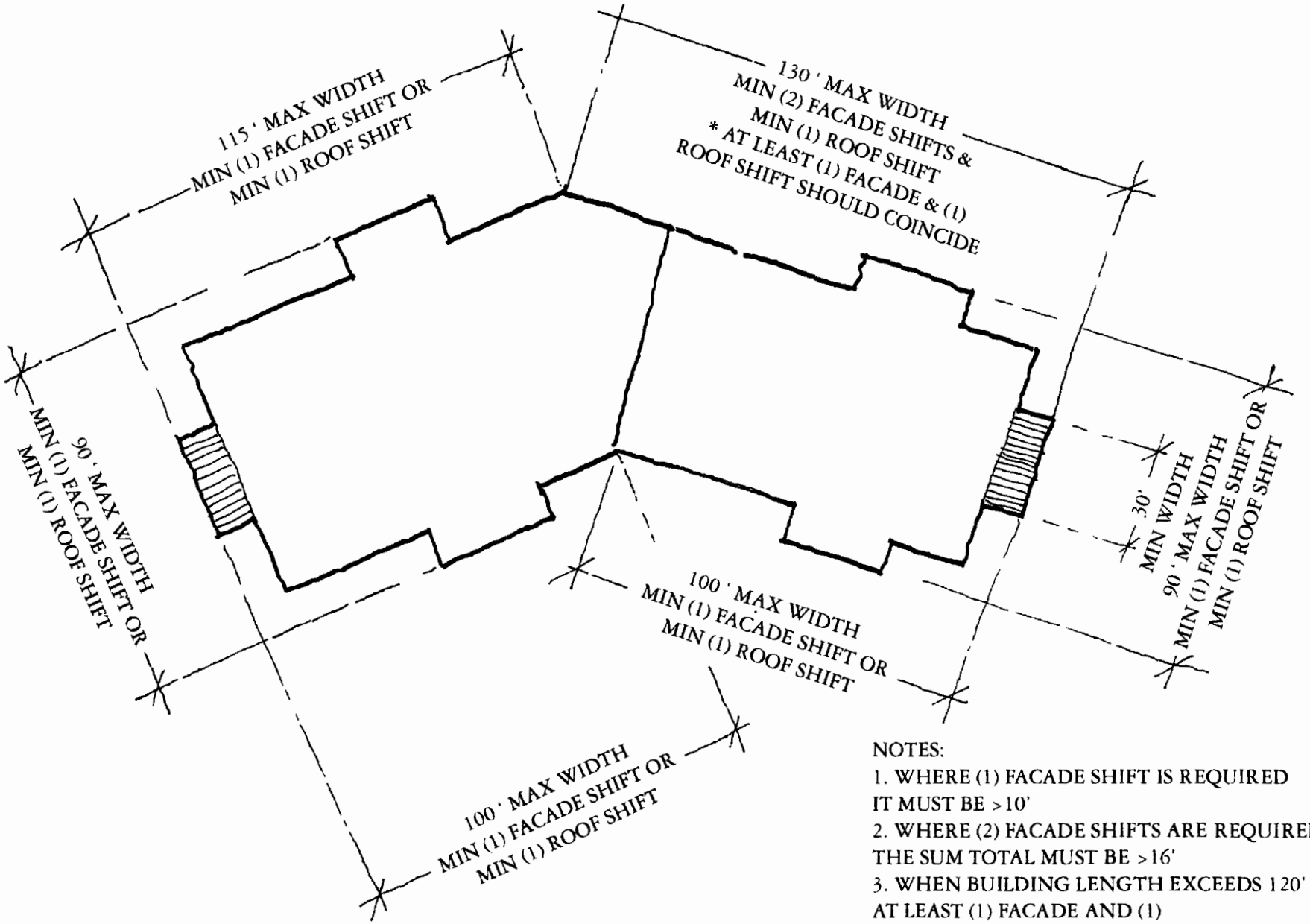
Building 9 Volumetrics
Plan View



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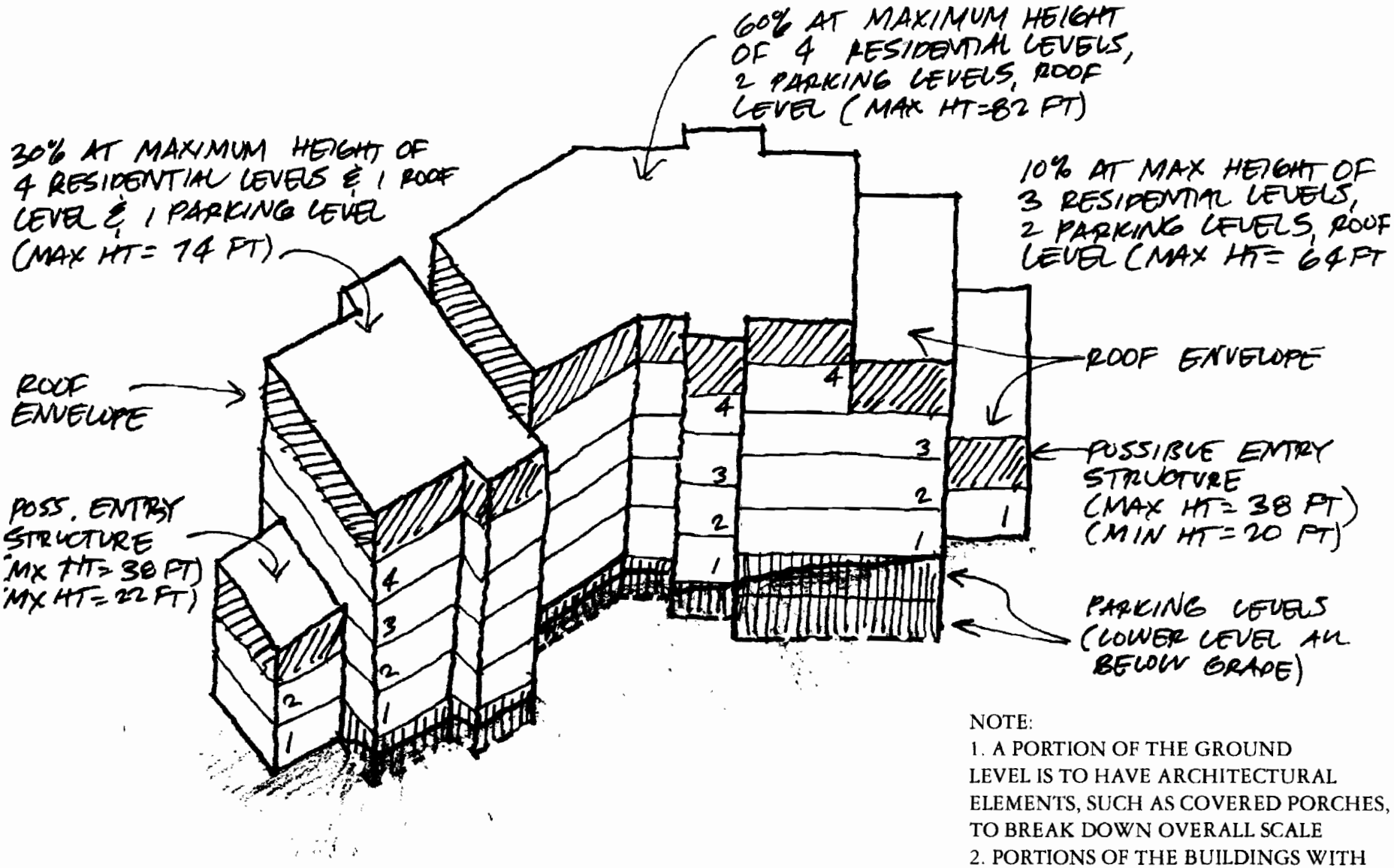
Building 9 Volumetrics
Isometric View



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JUNE 17, 2004

Tree Health Report for The Empire/Marsac Tree Parcel, Park City
Date: January 16, 2025

Introduction:
The Empire/Marsac Tree Parcel in Park City contains a variety of tree species, with a dominant presence of mature aspen trees and a developing understory of new saplings. The forest is currently undergoing significant ecological changes, as several mature trees are dead or in decline due to various factors. This report outlines the current condition of the trees, with a focus on the specific issues affecting the aspen population and the new growth of saplings, while also addressing the need for future forest management, particularly in relation to fire mitigation.

Tree Health Observations:

1. **Aspen Trees:**
    - A large portion of the mature aspen trees on the parcel are either dead or showing signs of significant decline. The primary contributing factors to their deterioration include Cytospora canker and root rot. These diseases have caused extensive damage to the aspen population, leaving many trees without sufficient canopy cover. The decline of these trees is ongoing, and further tree mortality is expected if the issues are not addressed.
2. **Fir Trees:**
    - There are no mature fir trees on the parcel. However, baby fir saplings are present in the understory. These saplings represent the next generation of firs, though they are still in early stages of growth. Given the absence of mature firs, these saplings may eventually contribute to the biodiversity of the area as they mature, assuming they remain free of pests and disease.
3. **Mountain Maples:**
    - The parcel contains a population of mountain maples. Approximately half of these trees are currently dead, while many of the remaining trees are in poor condition, likely due to heat and drought stress. The environmental stressors, particularly the prolonged periods of dry conditions, have significantly weakened these trees, leading to their rapid decline. However, a positive observation is the presence of many new mountain maple saplings in the understory. These saplings are providing hope for future regeneration, and with more favorable growing conditions, they may help restore the mountain maple population over time.
4. **Understory Regeneration:**
    - The parcel shows a healthy regeneration of chokecherry, aspen, fir saplings, and mountain maple saplings in the understory. This new growth is promising for the

future of the forest, with the potential to contribute to the overall biodiversity of the area. The presence of these saplings suggests that, despite the loss of mature trees, the forest is capable of regenerating and developing into a more diverse ecosystem over time.

5. **Fire Hazard and Surface Fuel:**
    - The parcel contains a significant amount of surface fuel due to the accumulation of dead trees, fallen branches, and dense understory vegetation. This accumulation increases the risk of wildfire, particularly during dry seasons. Given the current conditions, fire mitigation measures will be necessary in the near future to reduce the potential for catastrophic wildfires. A proactive approach to thinning, clearing brush, and removing dead or dying trees will help mitigate fire risks.

Recommendations:

1. **Tree Disease and Pest Management:**
    - Monitoring and managing Cytospora canker and root rot in the aspen population is critical to prevent further spread of the diseases. Infected trees should be removed to limit the spread, and remaining healthy trees should be regularly monitored for signs of stress.
    - While there are no mature fir trees affected by pests currently, the baby fir saplings should be monitored for any signs of pest infestation, such as Ips engraver beetle or other common fir pests, to ensure the young trees develop without issue.
    - For the mountain maples, further monitoring for signs of additional stress due to drought or environmental factors is recommended. If possible, strategies to improve water retention in the soil or mitigate heat stress could help support the health of both the existing maples and the new saplings.
2. **Fire Mitigation:**
    - Implementing a comprehensive fire mitigation plan is essential to address the heavy surface fuel load. Measures such as selective thinning of trees, removal of dead vegetation, and creating defensible space should be prioritized. Additionally, it will be important to collaborate with local fire authorities to ensure these efforts align with broader community fire risk reduction strategies.
3. **Monitoring and Forest Health:**
    - Ongoing monitoring of the new saplings, particularly the chokecherry, aspen, fir, and mountain maple trees, is recommended to track their growth and health.

Attention should be paid to any early signs of disease or pest issues that may hinder the development of these young trees and the future health of the forest.

Conclusion:

The Empire/Marsac Tree Parcel has experienced significant loss of mature trees, particularly among the aspen population, due to disease and decay. Mountain maples have also been impacted by heat and drought stress, with many mature trees in poor condition. However, there is promising new growth in the form of saplings, including aspen, chokecherry, fir, and mountain maple. These young trees represent the future of the forest. To support their development and reduce fire risk, immediate fire mitigation efforts should be implemented. These are current observations as of January 2025. Conditions of trees can change at any time, and Savatree cannot be held liable for any future developments or changes in tree health.

Tom McCollins – Savatree – ISA MN4891A

SENSITIVE LAND OVERLAY STUDY: GUARDSMAN PASS (R-5) SUBDIVISION EMPIRE PASS, PARK CITY, UT 84060

BY MICHAEL DEMKOWICZ, P.E. P.L.S
PRESIDENT OF ALLIANCE ENGINEERING, INC.
July 3, 2025

2700 Homestead Suite 50 & 60, Park City, Utah

P.O. Box 2664 | Office: 435-649-9647

Chapter 2.21.3 Sensitive Lands OverlayZone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A) Require dedicated open space in aesthetically and environmentally sensitive Areas;
B) Encourage preservation of large expanses of open space and wildlife habitat;
C) Cluster development while allowing a reasonable use of property;
D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
E) Protect and preserve environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

A) **SENSITIVE LAND ANALYSIS**

- Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

B) **APPLICATION OF OVERLAY ZONE REGULATIONS**

- Regulatory standards apply to the type of sensitive land delineated.

C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**

- Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

D) **HARDSHIP RELIEF**

- If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

SENSITIVE LAND ANALYSIS:

1) **Slope/Topographic Map**
   - A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

2) **Ridge Line Area**
   - A map depicting all crests of hills and ridge line areas.

3) **Vegetative Cover**
   - A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.
   - The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

4) **Designated Entry Corridors and Vantage Points**
   - Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

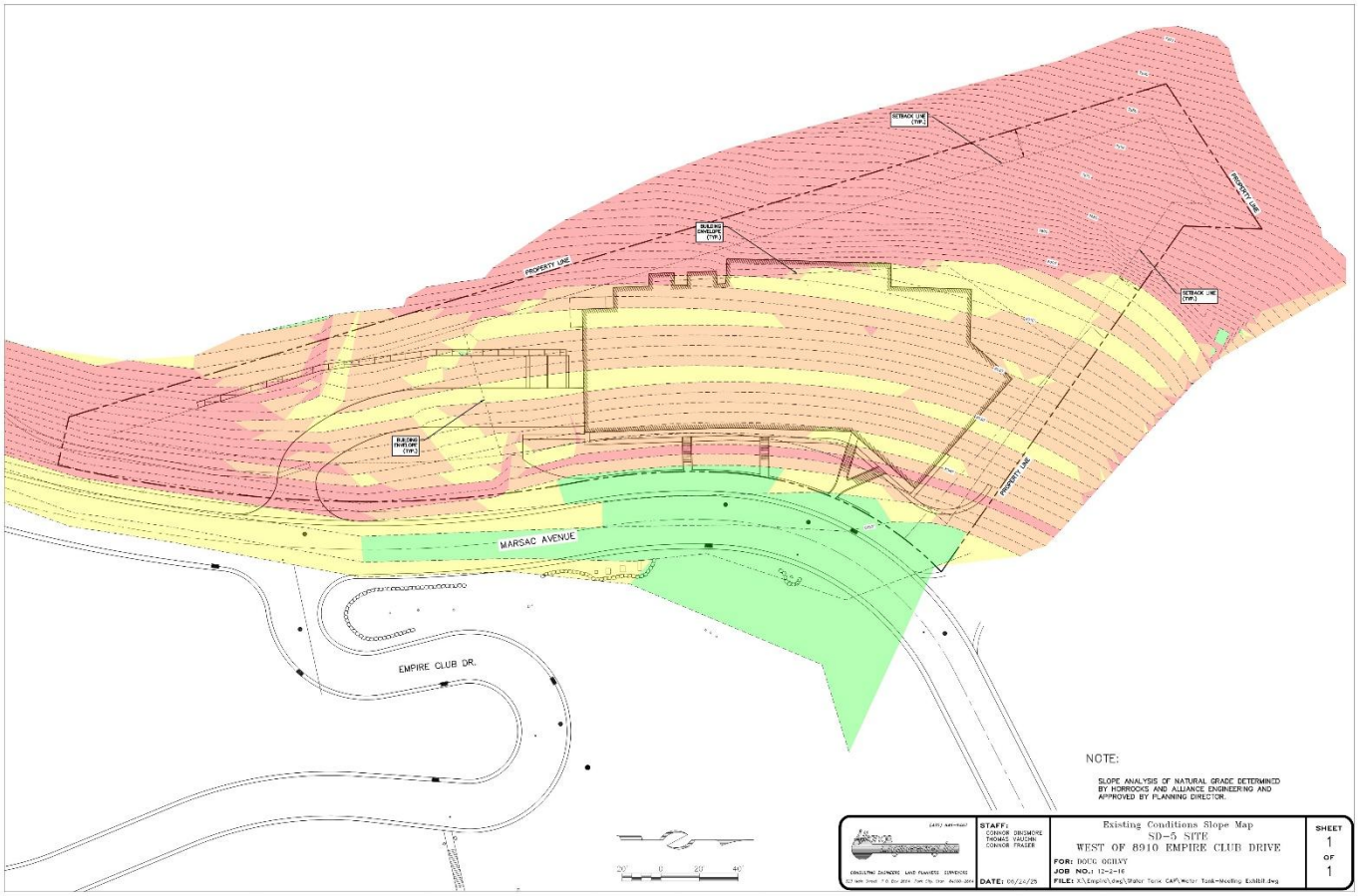
5) **Wetlands**
   - A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands,* as amended. **See Section 15-2.21-6.**

6) **Stream Corridors, Canals, and Irrigation Ditches.**
   - A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

7) **Wildlife Habitat Areas**
   - A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

Topographic Map and Slope Analysis:

See attached Appendix



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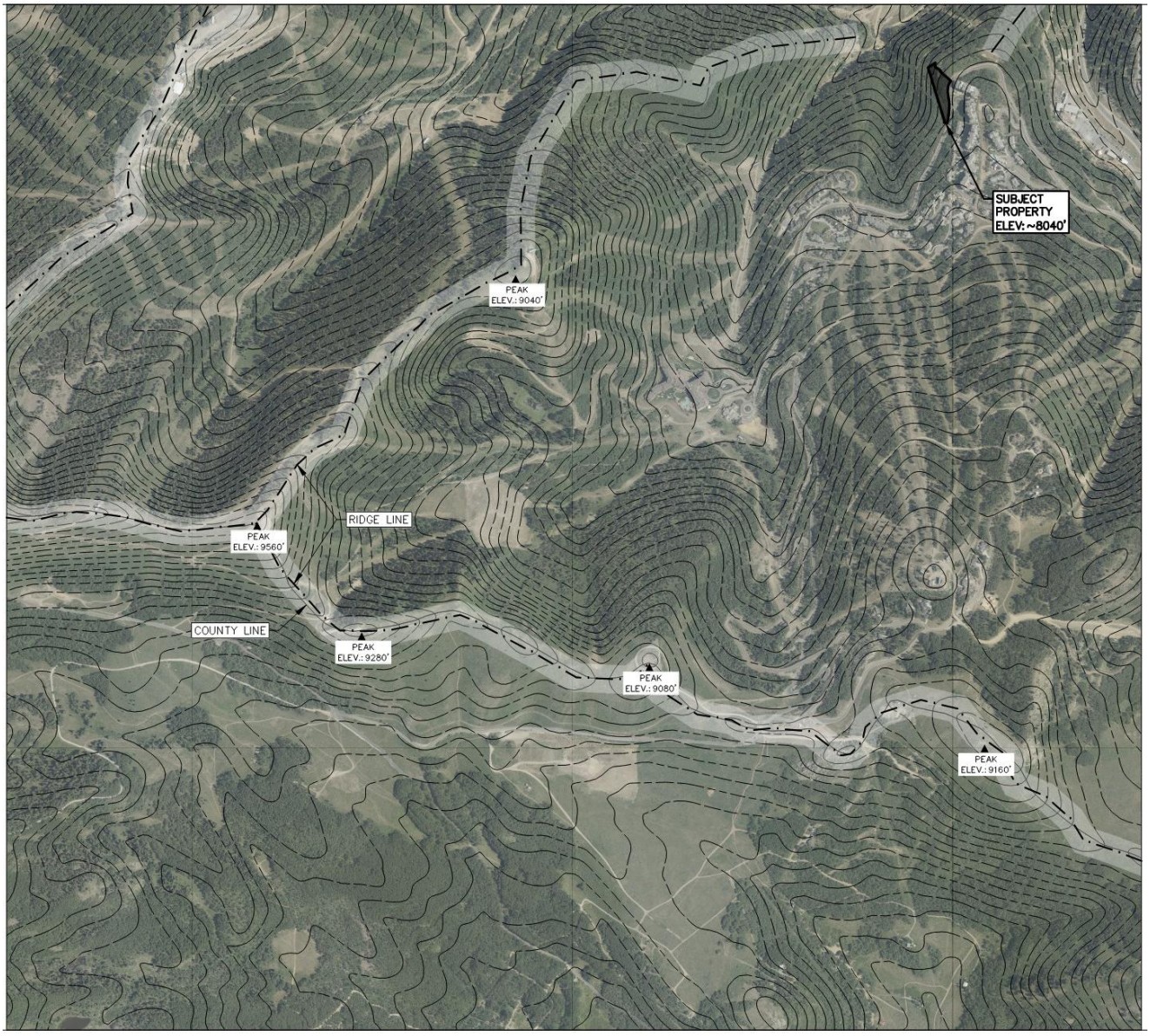
Ridge Line Study:

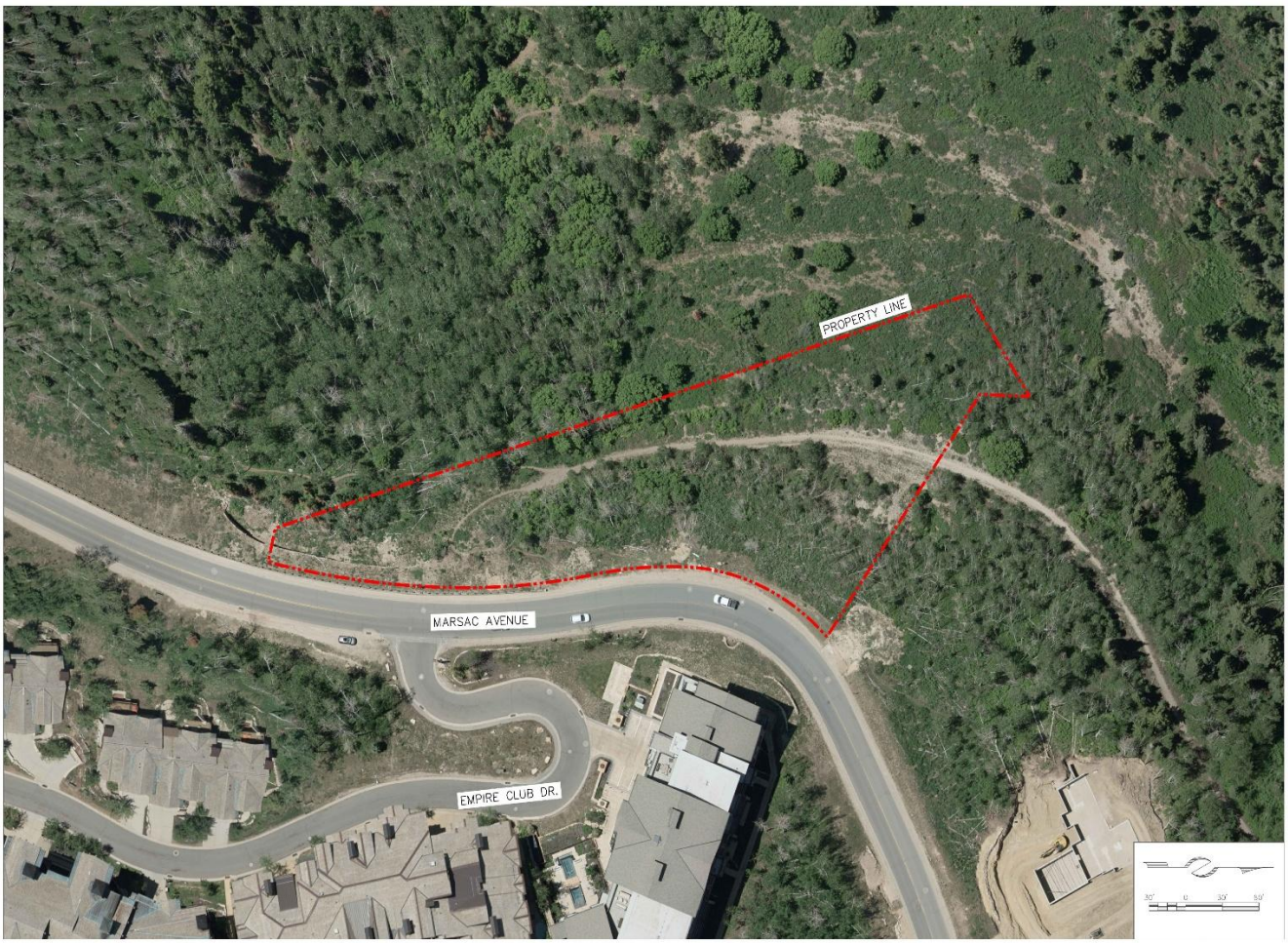


A field survey and topographic study was performed by Alliance Engineering. The found subject property exists between elevations 7940’ and 8054’. The topography indicates subject property does not exist on any ridge lines.

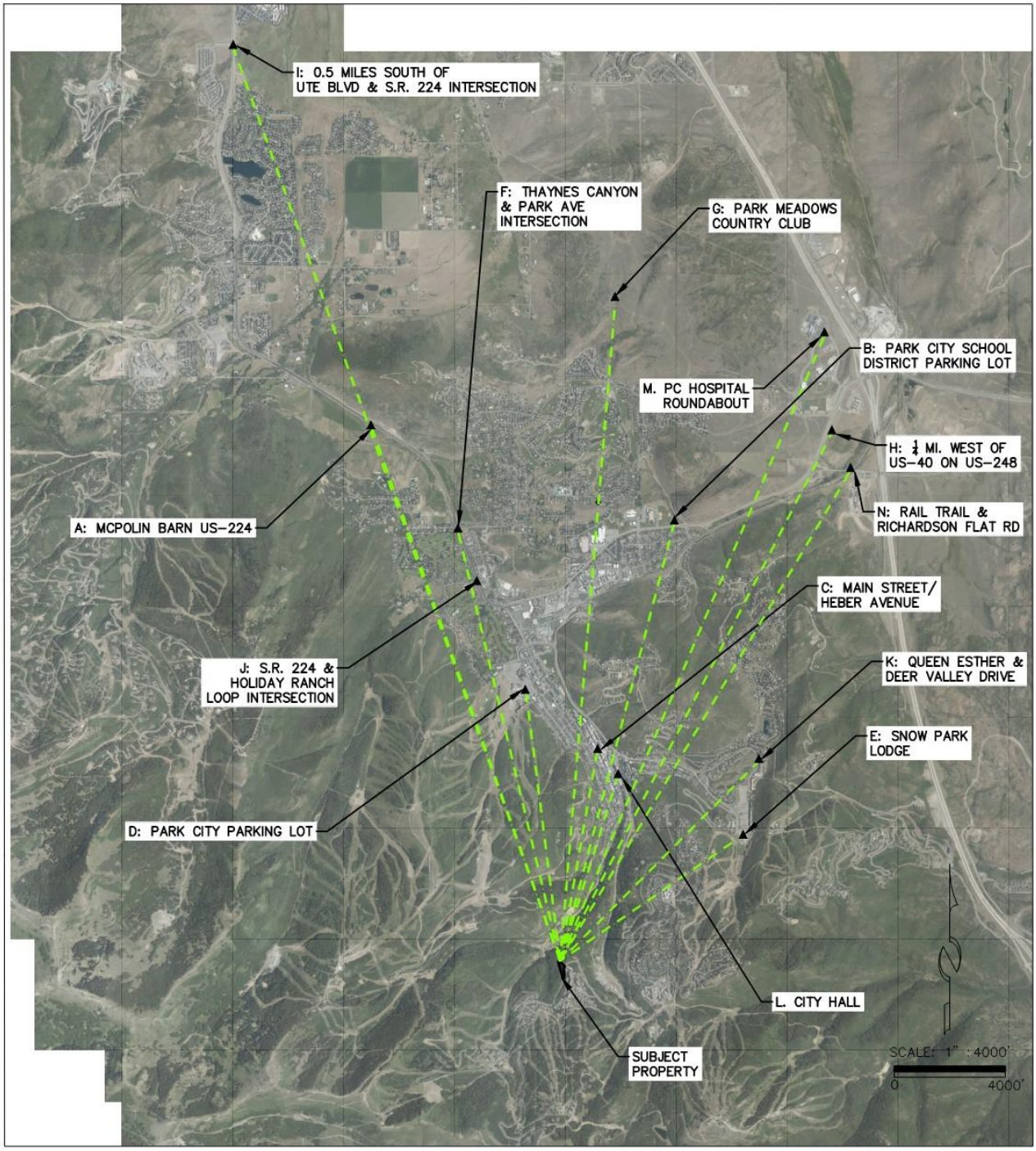
Topographic contours displayed above were collected from public databases (2018 USGIS) and serve as a visual aide for the purposes of this document.

Vegetative Cover:

See - **Bio-West report dated June 20,2025** - for field survey of existing vegetation affected by the proposed building addition. The site currently has existing disturbance from a very old, abandoned mining road/ the “Empire Connect” biking/ hiking trail that runs north to south along the subject property. The project will re-establish the existing “Empire Connect” biking/hiking trail. The building footprint will utilize the mine road to effect less of the on-site vegetation. Subject property to be re-vegetated with landscape improvements as part of project conditions set forth in a landscape plan to accompany the building permit.



Designated Entry Corridors and Vantage Points:





DESIGNATED ENTRY CORRIDOR VANTAGE POINT “A” – McPolin Barn (3000 SR U.S. 224)

Vantage Point “A” is 3.79 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “B” – Park City School District Campus

Vantage Point “B” is 3.16 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “C” – Intersection of Main Street and Heber Avenue.

Vantage Point “C” is 1.59 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “D” – Park City Ski Area Base

Vantage Point “D” is 1.92 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



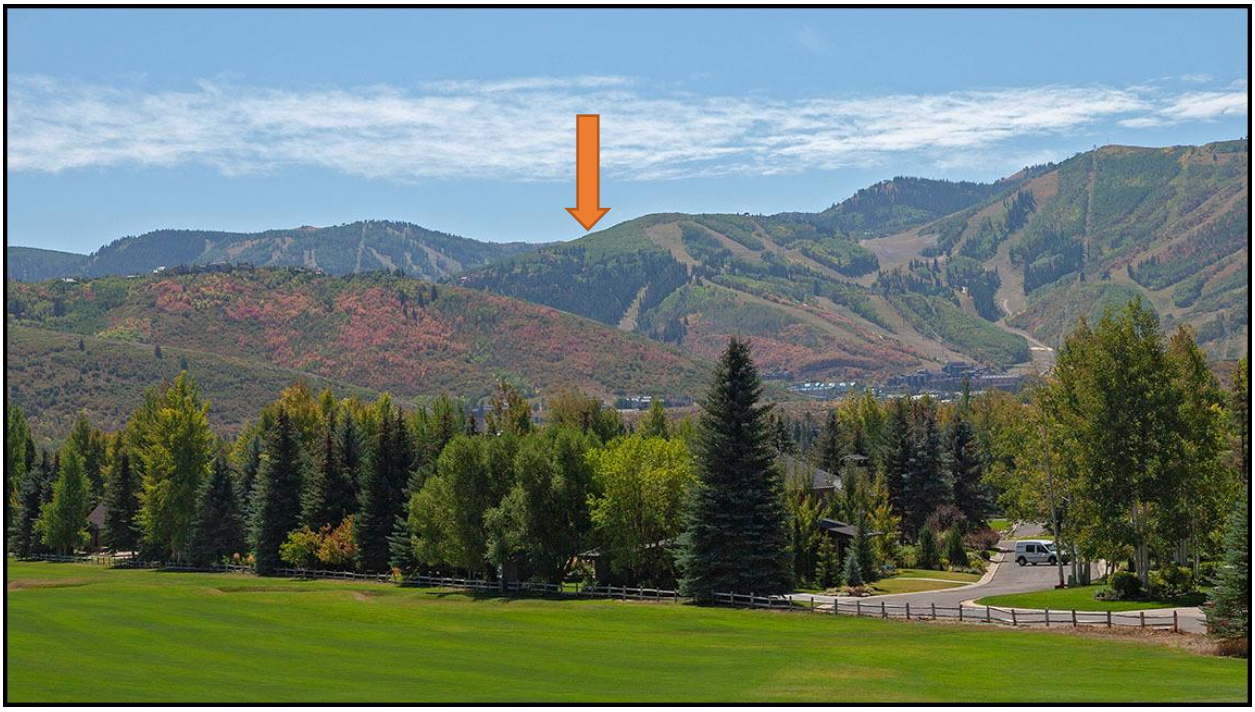
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “E” – Snow Park Lodge

Vantage Point “E” is 1.61 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “F” – Thaynes Canyon & Park Ave

Vantage Point “F” is 2.62 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “G” – Park Meadows Golf Course Club House

Vantage Point “G” is 4.01 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “H” – Highway 248, ¼ mile from US40

Vantage Point “H” is 4.34 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



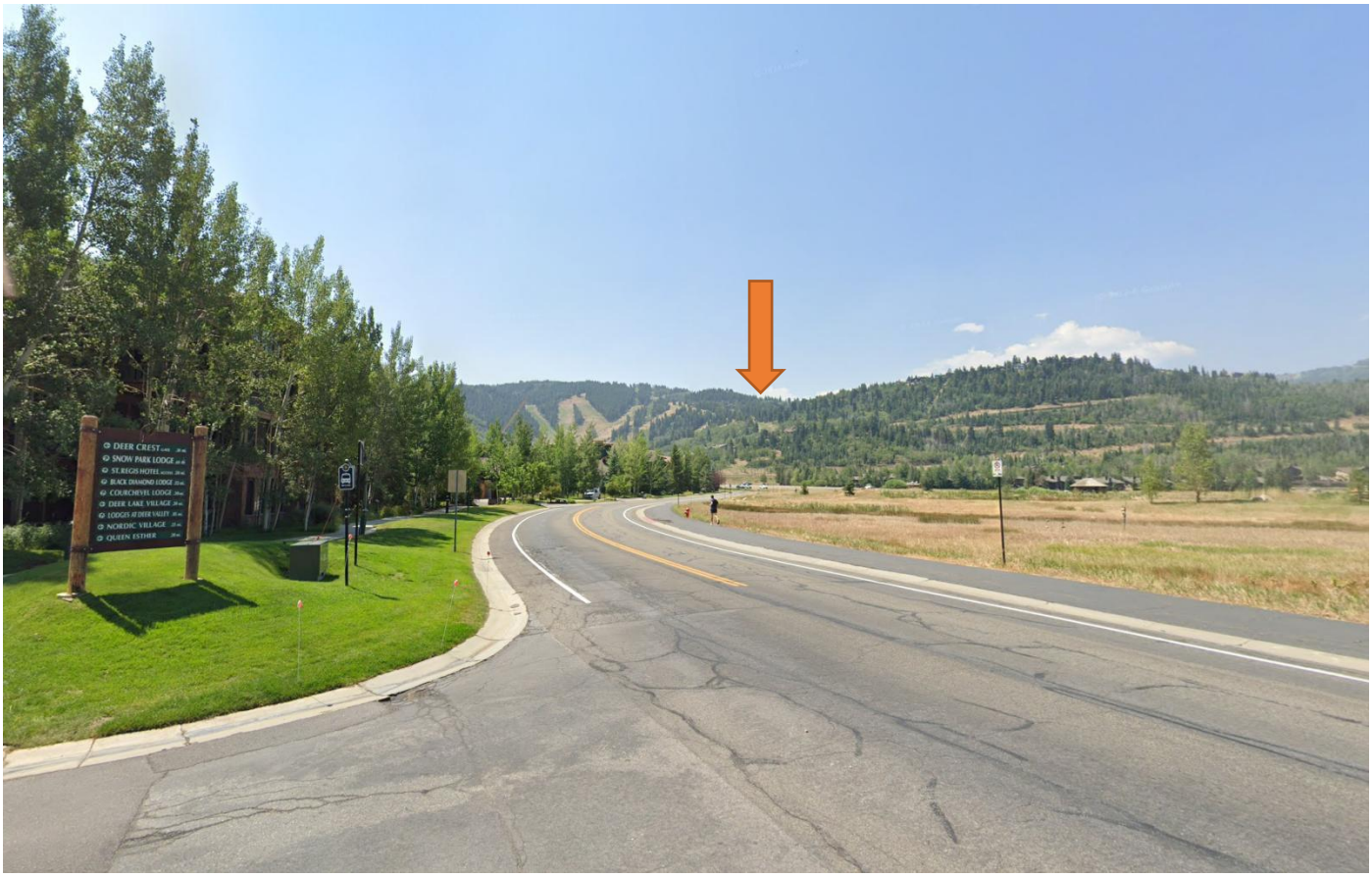
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “I” – Highway 224, 0.5 miles south of Ute Blvd. & SR 224 Intersection

Vantage Point “I” is 6.55 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “J” – S.R. 224 and Holiday Ranch Loop Road

Vantage Point “J” is 3.03 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “K” – Queen Esther and Deer Valley Drive Intersection

Vantage Point “K” is 1.99 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “L” – City Hall (445 Marsac Avenue)

Vantage Point “L” is 1.51 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “M” – Park City Hospital (900 Round Valley Drive)

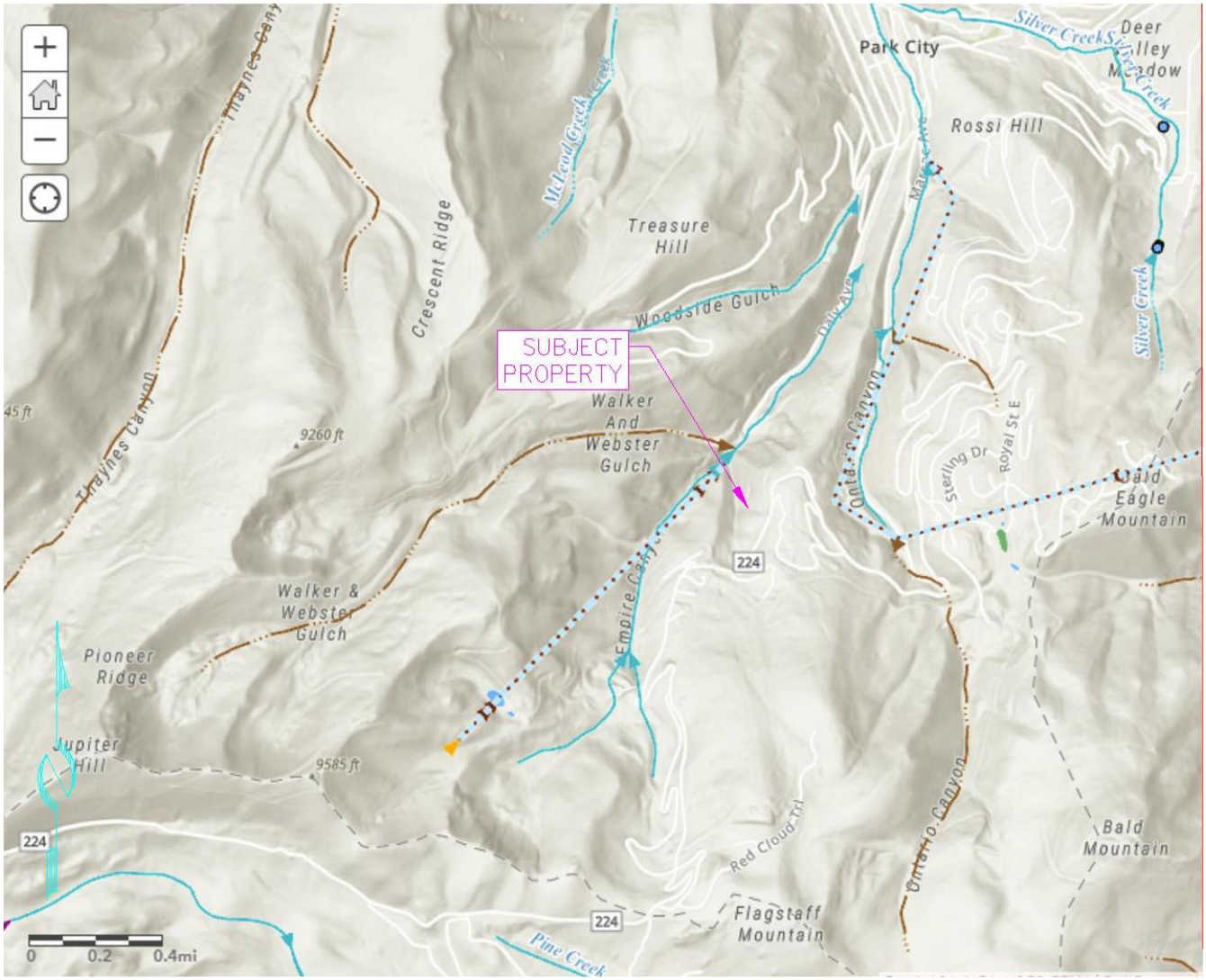
Vantage Point “M” is 4.79 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “N” – Rail Trail and Richardson Flat Rd. Intersection

Vantage Point “N” is 4.02 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.

Wet Lands, Stream Corridors, Canals, and Irrigation Ditches:



Subject property is not affected by any designated wetlands, streams, canals, or irrigation ditches as determined by national hydrology dataset from USGS data updated July 2023.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Existing drainage areas on site will be maintained and protected as necessary under storm water pollution prevention plan best practices.

Wildlife Habitat Areas:

ARGUS (R-5) SUBDIVISION site is identified as wildlife habitat on the Utah Department of Natural Resources website for the following specied: black bear, moose, mule deer, elk, and snowshoe hare. Due to the developed nature of the surrounding areas, it is assumed that development within the property will not be a detriment to the wildlife. Occasional wildlife can be anticipated in the area. The following are exhibitions of the habitat areas within and surrounding the property.

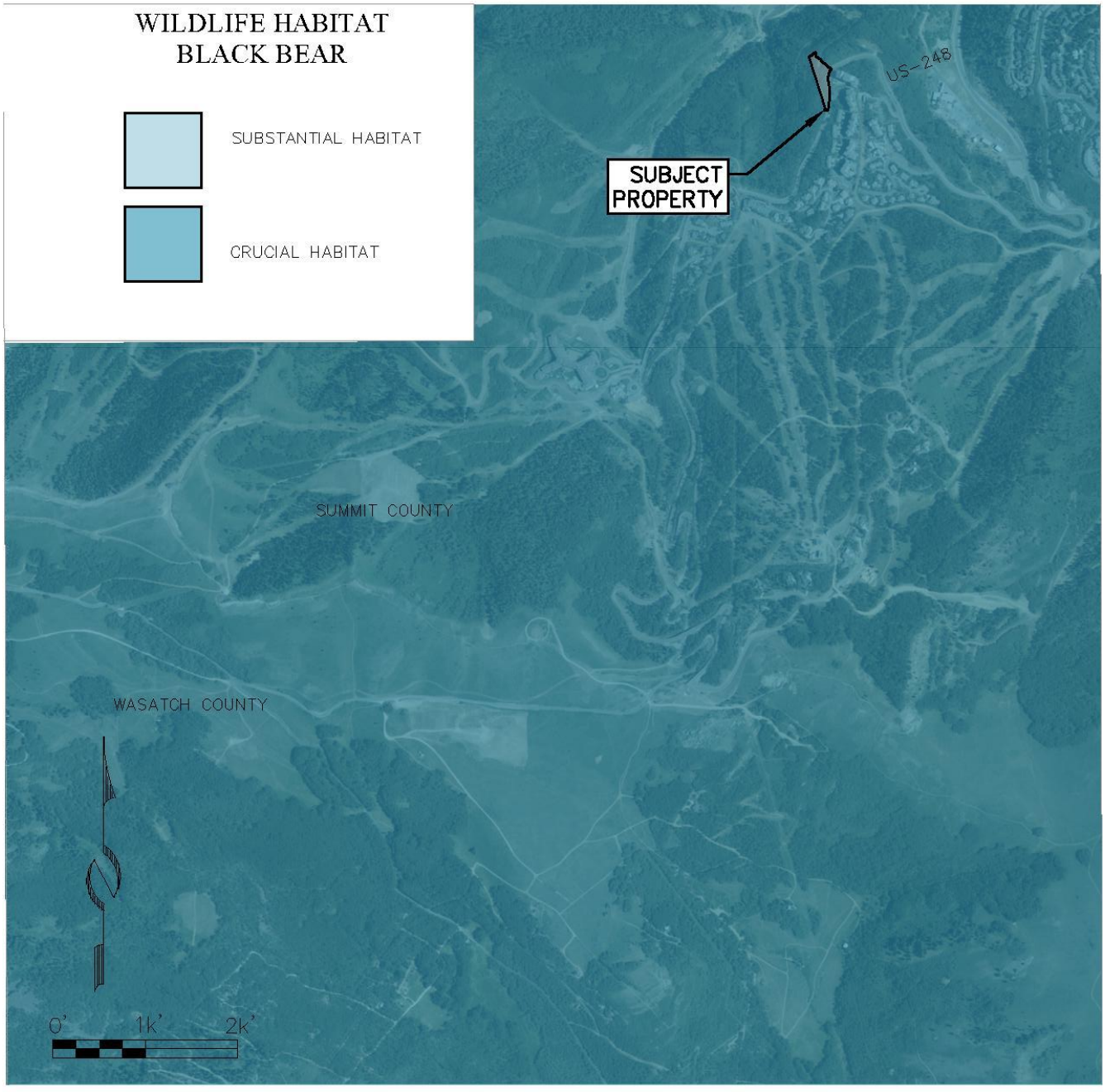


FIGURE 7.1: Shows a crucial, year-long habitat for the regional Black Bear

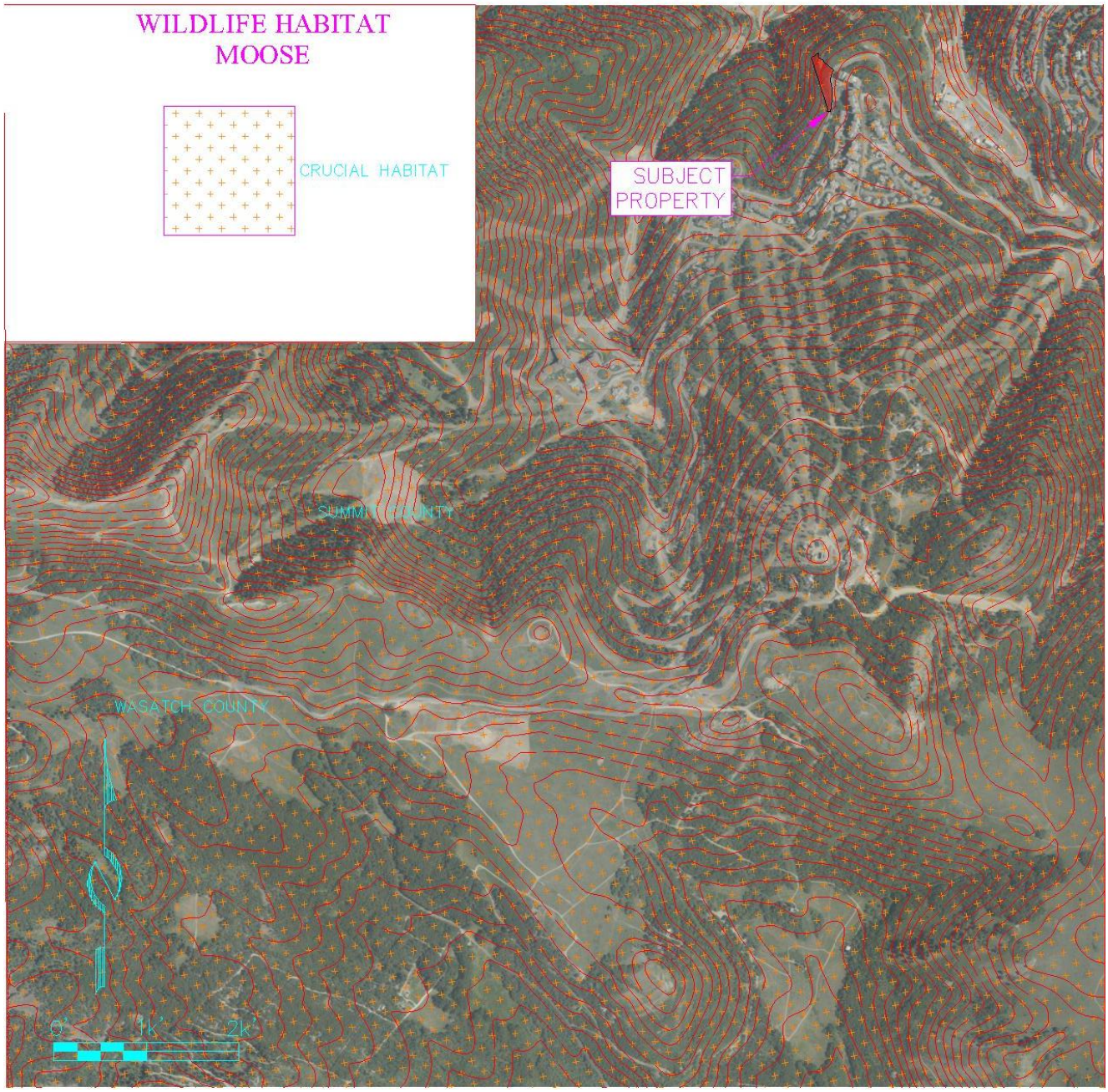


FIGURE 7.2: Shows a crucial, year-long crucial habitat for the regional Moose.

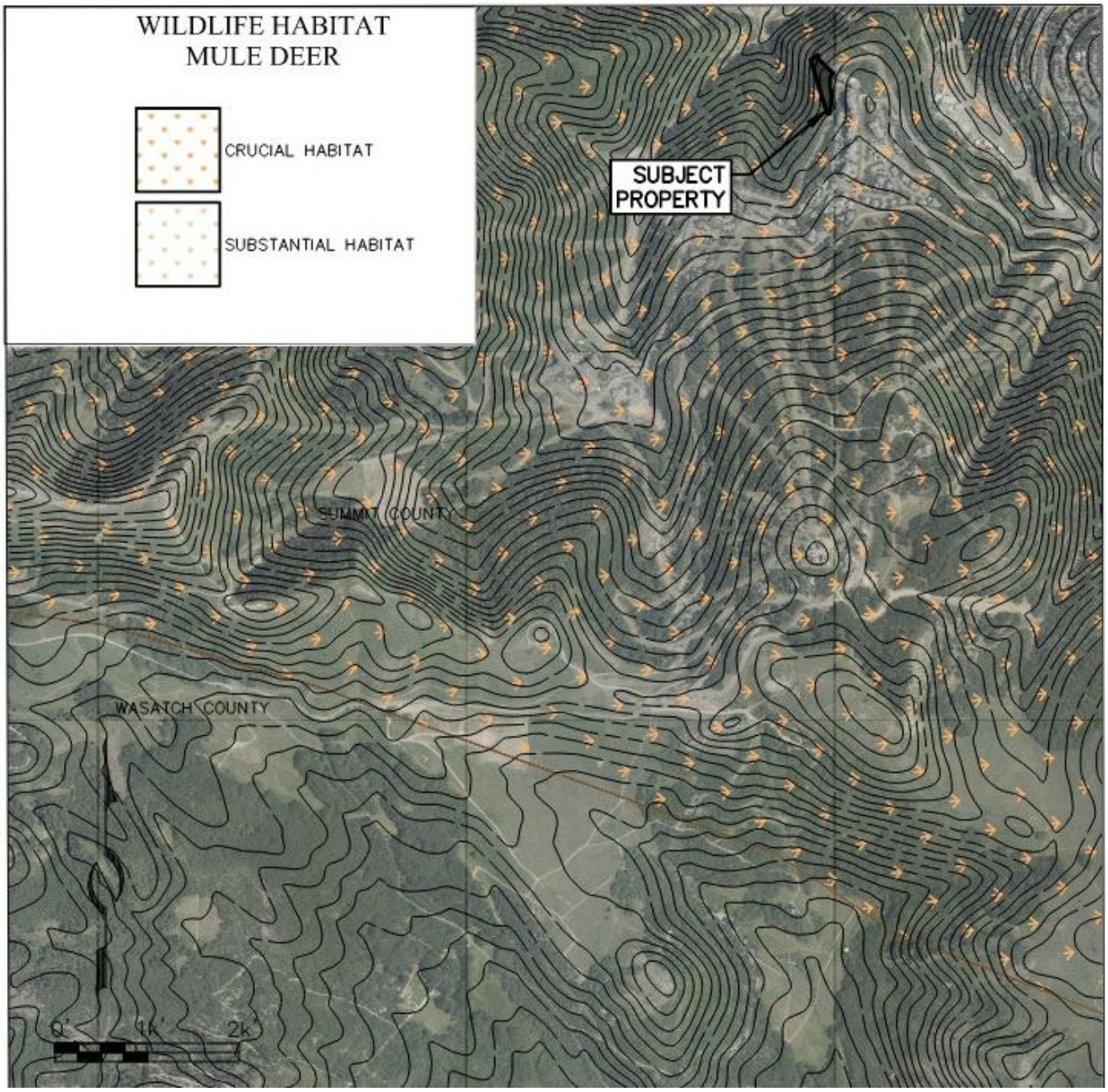


FIGURE 7.3: Shows a crucial, seasonal (Summer) habitat for the regional Mule Deer.

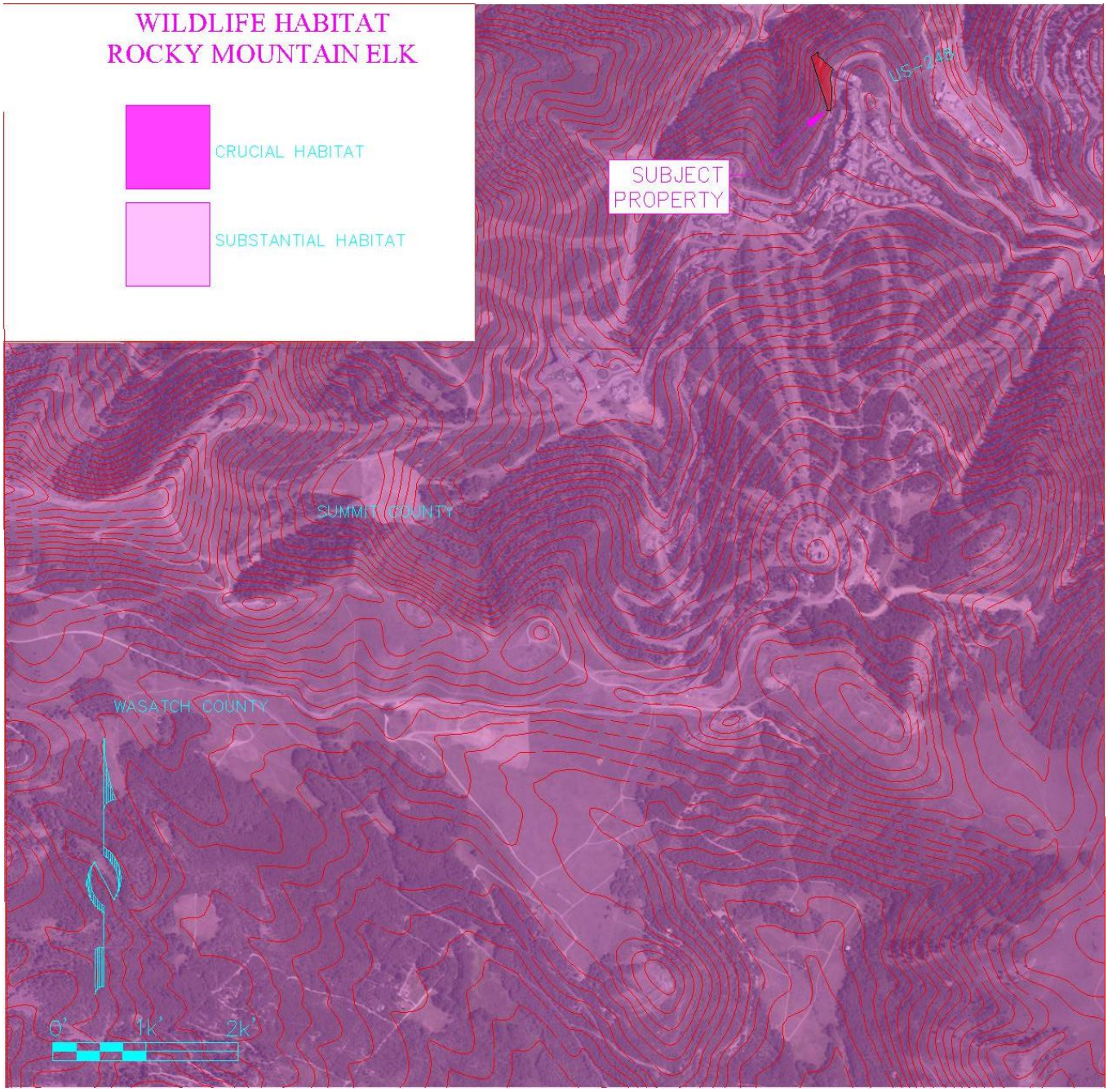


FIGURE 7.4: Shows a crucial habitat for the Rocky Mountain Elk.

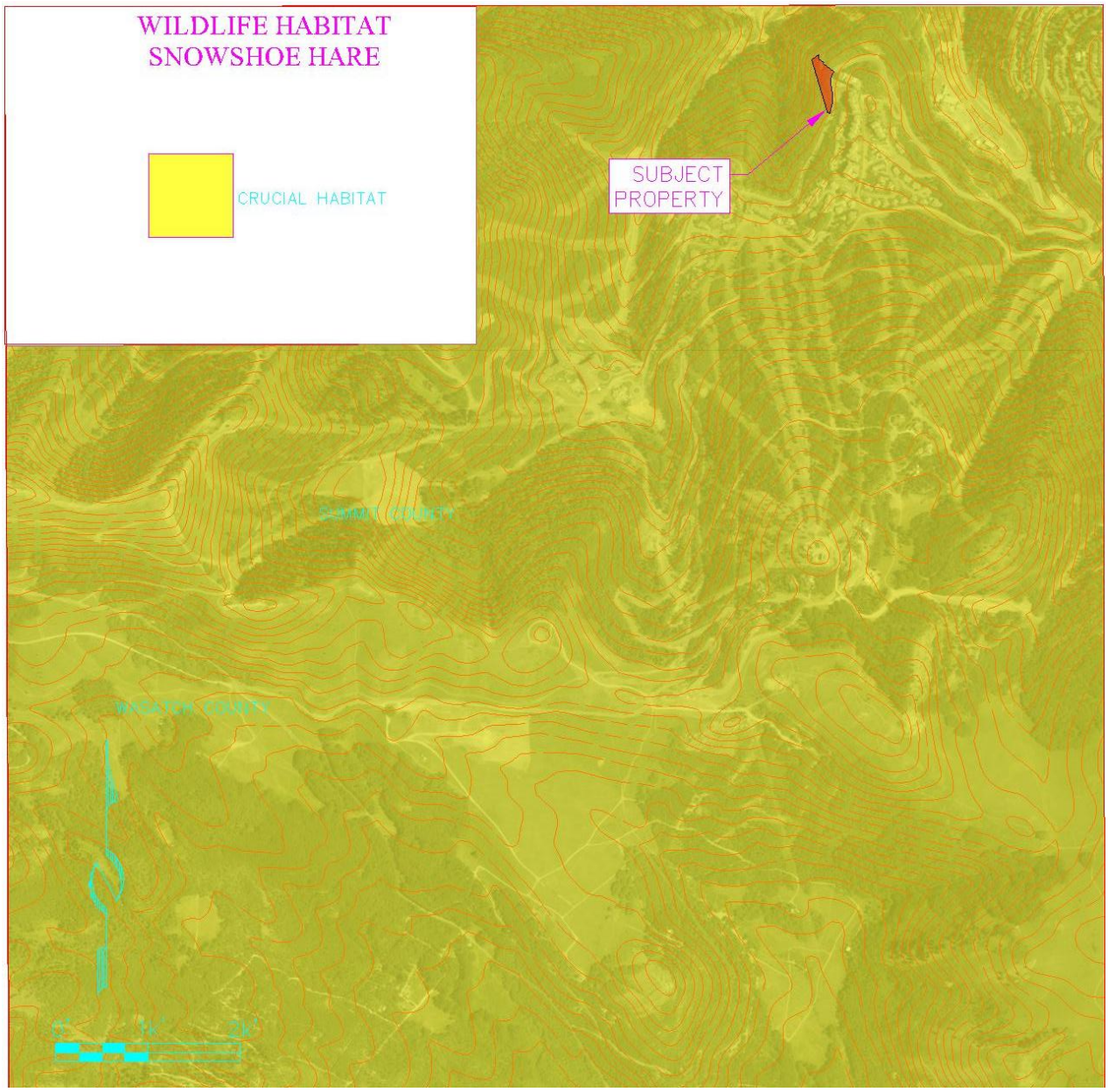


FIGURE 7.5: Shows a crucial, year-long habitat for the Snowy Shoe Hare.

Planning Commission
Staff Report

Subject: **Argus R-5 Subdivision**
8946 Marsac Avenue
Application: **PL-25-06523**
Author: **Alec Barton, Senior Planner**
Date: **August 13, 2025**
Type of Item: **Subdivision**

Recommendation

(I) Review the proposed Argus (R-5) Subdivision to combine portions of two metes-and-bounds parcels to create a 1.58-acre Lot, (II) conduct a public hearing, and (III) consider approving the Subdivision based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Redus Park City, LLC Douglas Ogilvy, Applicant Representative
Location:	8946 Marsac Avenue
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Adjacent Land Uses:	Multi-Unit Dwellings Open Space Deer Valley Resort
Reason for Review:	The Planning Commission conducts a public hearing and takes Final Action on Subdivision Plats pursuant to Land Management Code Section 15-1-8(H) and Section 15-7.1-2.

LMC Land Management Code

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

Summary

The Applicant proposes the Argus (R-5) Subdivision combining portions of two metes-and-bounds parcels to create a 1.58-acre Lot for a four-unit Multi-Unit Dwelling at 8946 Marsac Avenue.

The Argus (R-5) Subdivision is bounded to the north by the Marsac Claim, to the east and south by Marsac Avenue/SR-224, and to the west by Deer Valley Resort's West Conservation Parcel. One Empire Pass is east of the proposed Subdivision, and

Moonshadow Condominiums is to the northeast.



Figure 1: Location of Argus (R-5) Subdivision outlined in blue. One Empire Pass is to the east, shaded in orange, Moonshadow Condominiums is to the northeast, shaded in purple.

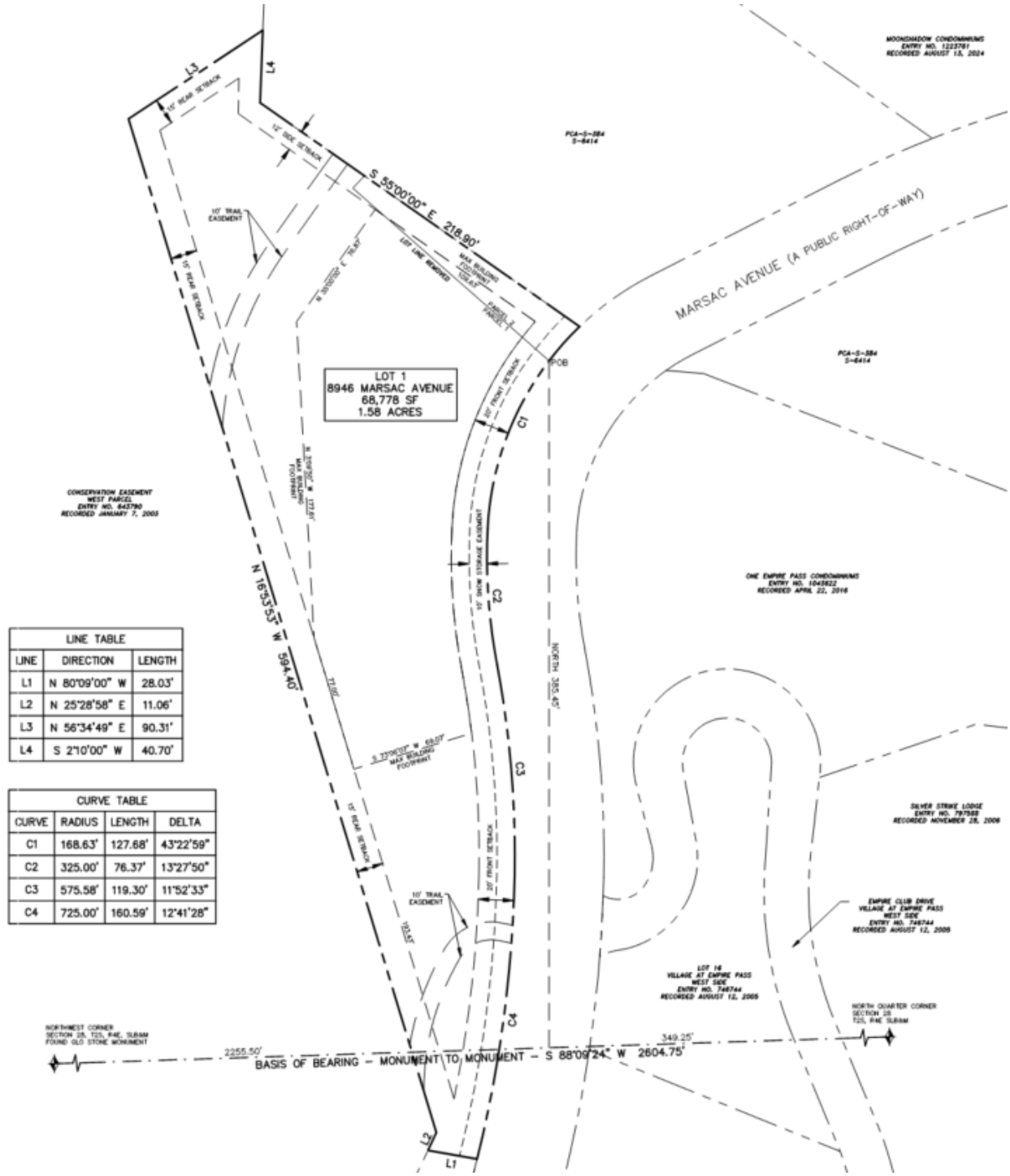


Figure 2: Argus (R-5) Subdivision Plat

Background

On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City (Exhibit B). The Flagstaff area is now known as Empire Pass.

The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835; Exhibit C). Redus is successor-in-title to property previously owned by UPCM.

On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement (Exhibit D).

On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units and forwarded a positive recommendation for the City Council's consideration (Agenda Packet, Item 5.G; Minutes, p. 44).

On April 24, 2025, the City Council approved Ordinance No. 2025-05 (Exhibit E) modifying the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units.

Property	Ownership	Zoning	Proposed Density
Argus (R-5) Parcel PCA-S-98-SD-5 PCA-S-98-BB	Redus	RD-MPD	A four-unit Multi-Unit Dwelling
Guardsman Water Tank Parcel PCA-S-98-SD-1-A PCA-S-98-II-X (portion)	Redus PCMC	RD-MPD	Three Single-Family Dwellings

Condition of Approval 5 requires the Applicant to receive required land use approvals, including Subdivisions for residential Lots and a Conditional Use Permit for the proposed Multi-Unit Dwelling on the R-5 Site, prior to building permit submittal.

Analysis

(I) The proposal to create a 1.58-acre Lot for a four-unit Multi-Unit Dwelling, as conditioned, complies with the Residential Development Zoning District and Flagstaff MPD.

The table below outlines the development requirements for the RD Zoning District and Flagstaff MPD.

Development Requirement	Analysis
Lot Size: No minimum or maximum Lot Size in the RD Zoning District (LMC Chapter 15-2.13).	**Complies.**

Setbacks: The minimum Setbacks in the RD Zoning District are: Front – 20 feet Rear – 15 feet Side – 12 feet (LMC Section 15-2.13-3).	**Complies.** The proposed Lot includes the following Setbacks: Front – 20 feet Rear – 15 feet Side – 12 feet
Density: The First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass allows four condominium units in a single building. The saleable square footage for the four units shall not exceed 24,000 square feet.	**Complies.** The Applicant proposes a four-unit Multi-Unit Dwelling with 23,990 saleable square feet as follows: Unit 1 (6 bedrooms) – 7,459 square feet Unit 2 (4 bedrooms) – 4,875 square feet Unit 3 (4 bedrooms) – 4,875 square feet Unit 4 (6 bedrooms) – 6,781 square feet

(II) The Applicant's proposed Subdivision, as conditioned, complies with the Sensitive Land Overlay regulations in Land Management Code Chapter 15-2.21.

The purpose of the Sensitive Land Overlay (SLO) is to:

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

The Applicant provided an SLO Study prepared by Alliance Engineering on July 9, 2025 (Exhibit G). The study includes analysis of the features in LMC Section 15-2.21-3, including slope, ridge lines, vegetative cover, designated vantage points, wetlands, stream corridors, and wildlife habitat areas.

Slope
Significant portions of the proposed Lot, particularly the southern and western portions, are characterized by Very Steep Slopes exceeding 40 percent (see areas shaded in red in Figure 3). Proposed development must meet the requirements of LMC Section 15-2.21-4(A), which prohibits development on or within 50 feet of Very Steep Slopes unless the Planning Commission can make specific findings to support development on Very Steep Slopes.

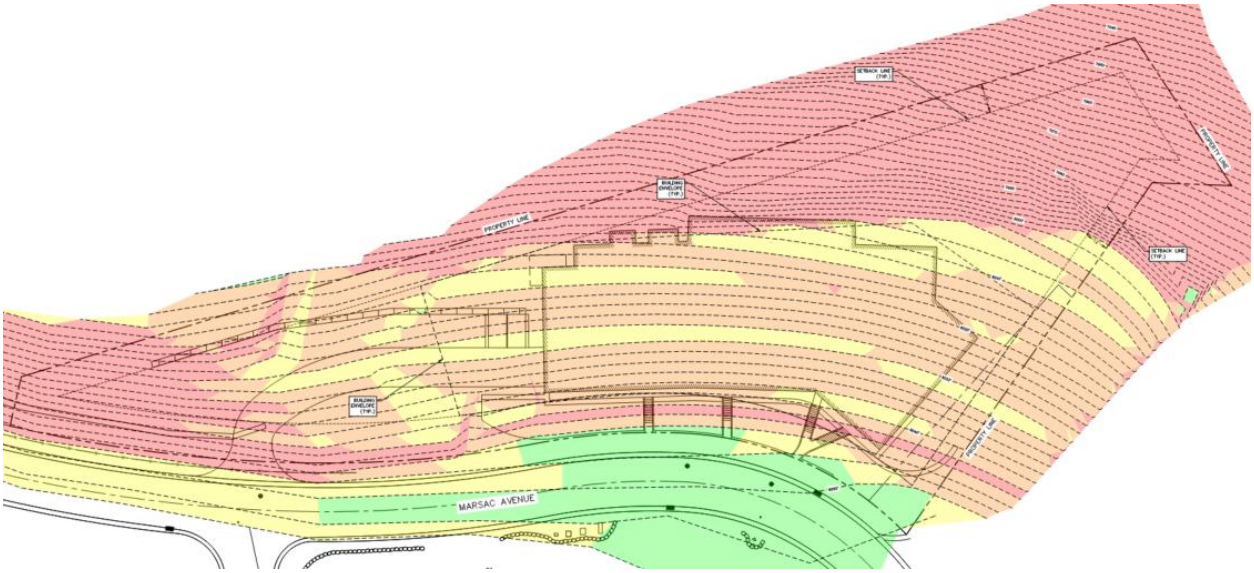


Figure 3: Slope map provided by Applicant showing Steep Slopes in orange and Very Steep Slopes in red.

Approximately 3% of the proposed Building Envelope is on Very Steep Slopes. Most of the Very Steep Slopes proposed for development are in the western portion of the site. The Applicant indicated portions of the Building Envelope extending into Very Steep Slopes are for cantilevered decks.

To approve development on Very Steep Slopes, the Planning Commission must make seven findings outlined in LMC Section 15-2.21-4(A). Staff analysis is included below each required finding in *italics*:

1. Varying the Setback does not create an intrusion by Buildings into the Ridge Line Area when viewed from designated Vantage Points, Section 15-2.21-4(A)(4), or other Vantage Points designated by the Planning staff or Commission, Section 15-2.21-4(B)(1).

The proposed Lot is within an elevation range of 7,940 feet to 8,055 feet. The Lot does not include Ridge Lines. Figure 4 shows the Lot in relation to the nearest Ridge Lines. The nearest Ridge Lines are approximately 600 feet to the northwest and 500 feet to the northeast.

The Applicant provided Sensitive Lands Analysis prepared by Alliance Engineering showing the proposed Lot is not visible from any designated Vantage Points (Exhibit G).

2. Building Areas in the Setback do not create excessive cut or fill Slopes; minimal retaining walls to limit disturbance and meet Grade may be required by the Planning Commission subject to Sections 15-2.21-4(B), (C), and (E).

The Geotechnical Report prepared by Applied Geotech and submitted by the Applicant estimates excavations for the proposed Structure will require a cut of approximately 20

feet and fill less than 5 feet above original grade (Exhibit I).

3. Limits of Disturbance around any Structure within the Setback shall be limited to the minimal Area necessary to excavate and backfill the foundation. Decks and patios in the area of the Very Steep Slope setback, may not extend more than fifteen feet (15') beyond the foundation walls or the minimal excavation/backfill Areas, whichever is greater.

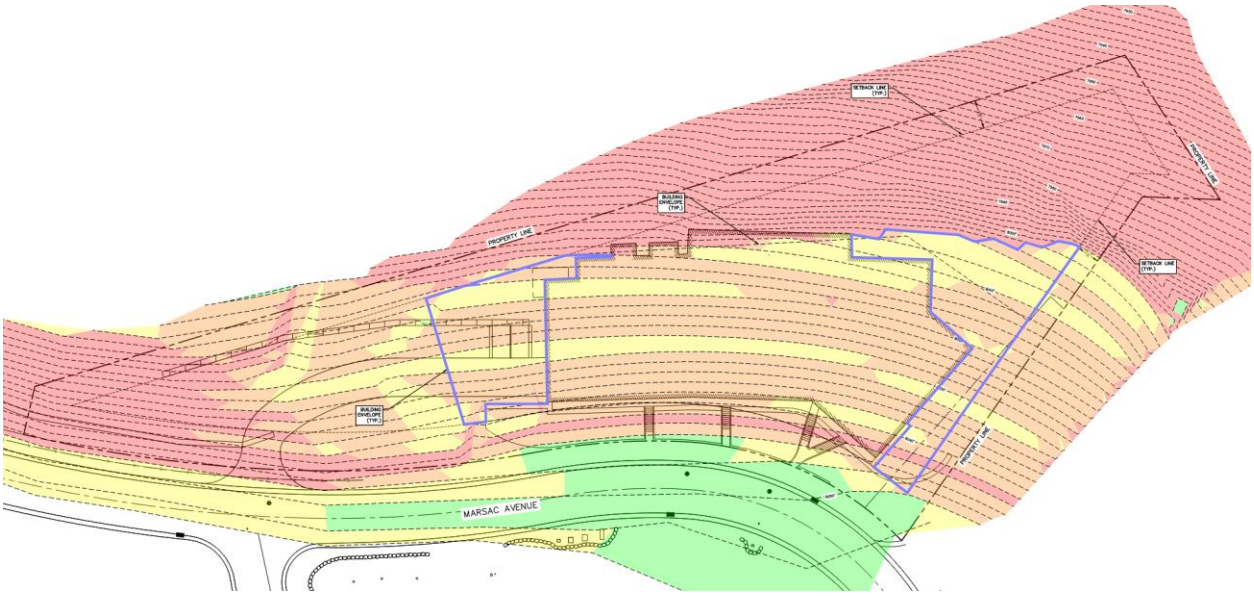
The Applicant proposes cantilevered decks extending no more than 10 feet into Very Steep Slopes.

4. No additional erosion, land subsidence, or avalanche hazard is created.

The Geotechnical Report submitted by the Applicant includes recommendations for grading and development of the site.

5. The Site plan results in an improved organization of units through vegetation avoidance, minimization of changes to the viewshed from public Areas, and reduction of Site disturbance.

Significant portions of the proposed Lot within the Building Envelope but outside the proposed Building Footprint do not include Very Steep Slopes (areas outlined in purple below):



The Applicant noted the proposed site design reflects the narrowness of the site at its southern end and the need to accommodate a driveway and garage. Portions of the proposed Building Envelope extending into Very Steep Slopes are limited to cantilevered decks. The Applicant proposes Condition of Approval 3:

"Building footprint, foundations, and footings shall not extend into Very Steep Slopes.

Footings shall be constructed to minimize construction disturbance within Very Steep Slopes. Cantilevered decks shall not extend more than 10 feet over Very Steep Slopes and shall not extend into the Rear Setback. Construction of cantilevered decks shall not include shoring or other disturbances within Very Steep Slopes."

6. The reduction in Setback results in a reduction in overall project Density or Development massing as established by the Planning Staff's Site Suitability Determination.

Density is established by the Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass. Staff recommends the roofline of the Multi-Unit Dwelling follow the slope of the site, sloping down to the west side, to reduce the massing.

The Applicant proposes the following Conditions of Approval:

"The Volumetric Study attached to the Final Action Letter is indicative of general intent of the Conditions of Approval. Any future building is subject to Conditional Use Permit approval by the Planning Commission."

"Maximum roof elevation is 8062' subject to the following requirements. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade. Green roofs are encouraged. Roof materials shall have a Solar Reflectance Index of 35 or less."

7. In no case shall additional disturbance be allowed beyond the maximum area determined in the Site Development Suitability Determination (See Section 15-2.21-2(C)).

The Applicant proposes including a maximum building footprint for the Multi-Unit Dwelling on the Subdivision Plat (see Attachment 1).

Ridge Lines
The proposed Lot is within an elevation range of 7,940 feet to 8,055 feet. The Lot does not include Ridge Lines. Figure 4 shows the Lot in relation to the nearest Ridge Lines. The nearest Ridge Lines are approximately 600 feet to the northwest and 500 feet to the northeast.



Figure 4: The proposed Lot is circled in Red. Ridge Lines are outlined in yellow, and Sensitive Lands are shaded in pink.

Vegetative Cover

BIO-WEST conducted a survey of vegetation within the proposed Lot (Exhibit H). The site is characterized by sporadic native tree cover, dense shrubs, and native and non-native grasses and forbs. Dominant species include aspen, bigtooth maple, and chokecherry. The survey notes that larger aspen trees on this site are stressed, and many are dead or dying. The site has been subject to tree clearing and ground disturbance for several decades.

The survey recommends revegetating disturbed areas with native forbs, grasses, and shrubs (Condition of Approval 11) and promptly treating and controlling noxious weeds during and after construction (Condition of Approval 12).

Designated Vantage Points

The SLO Study provides analysis showing the proposed Lot is not visible from any Designated Vantage Point in LMC § 15-2.21-3(A)(6).

Wetlands, Stream Corridors, Canals, and Irrigation Ditches
The SLO Study states the property is not affected by any designated wetlands, streams, canals, or irrigation ditches based on the United States Geological Survey's National Hydrography Dataset.

Wildlife Habitat Areas
The proposed subdivision is identified by the Utah Department of Natural Resources as crucial year-long or seasonal habitat for black bear, moose, mule deer, Rocky Mountain elk, and snowshoe hare. BIO-WEST conducted a study of potential impacts to wildlife (Exhibit G). The study concludes it is likely that elk and mule deer use the proposed Lot for habitat, and it is very likely that migratory birds nest here. The site could be used by ruffed grouse, dusky grouse, and the federally-threatened Suckley's cuckoo bumble bee.

The survey recommends mitigation measures to protect nesting birds and comply with the Migratory Bird Treaty Act of 1918 (Condition of Approval 13) and designing landscaping to accommodate large native mammals living in the area (Condition of Approval 14).

(III) The Applicant's proposed Subdivision, as conditioned, complies with the Subdivision regulations outlined in Land Management Code Chapter 15-7.

The proposed subdivision is within a development pod zoned Residential Development – Master Planned Development (MPD). The proposed creation of one Lot for a four-unit Multi-Unit Dwelling is consistent with the allowed density in the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass. The Lot is accessed via a driveway connecting to Marsac Avenue/SR 224.

Subdivision – Staff recommends the Planning Commission waive the preliminary plat review pursuant to LMC Section 15-7.1-3(A) and Section 15-7.1-4(A) because the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass allowing up to four units in a Multi-Unit Dwelling at this site was reviewed by the Planning Commission. The Development Review Committee and internal review teams, including Engineering, Public Utilities, Public Works, Transportation Planning, and Water, and local districts, also reviewed the proposal.

Applicable Rules and Regulations[1]
Conditions of Approval require the Applicant to:

- Comply with the standards and regulations adopted by the City Engineer, Public Utilities, the Park City Fire District, and the Snyderville Basin Water Reclamation District.

[1] LMC Section 15-7.3-1(A) *Conformance to Applicable Rules and Regulations*

General Subdivision Requirements[2]

- **Subdivision Name** – The proposed name of the Subdivision must not duplicate, or too closely approximate, the name of any other Subdivision platted with Summit County, Utah. On July 15, 2025, the County Recorder confirmed the name "Argus (R-5) Subdivision."

General Lot Design Requirements[3]

- **Lot Arrangement** – The Applicant proposes a 1.58-acre Lot for a four-unit Multi-Unit Dwelling. Access to the Lot is provided via a driveway adjacent to Marsac Avenue and opposite Empire Club Drive.
- **Building Sites** – See Analysis Section II for discussion outlining Conditions of Approval that prohibit any disturbance of Very Steep Slopes.
- **Square Footage** – Density for Argus (R-5) Subdivision is established in the Flagstaff Mountain/Empire Pass Development Agreement. The Development Agreement allows the creation of up to four units within one Multi-Unit Dwelling totaling no more than 24,000 of saleable (net) square feet. The Applicant proposed a four-unit Multi-Unit Dwelling totaling 23,990 saleable square feet.
- **Lot Dimensions** – The proposed Lot is triangular with over 480 linear feet of frontage along Marsac Avenue. The proposed Multi-Unit Dwelling complies with the minimum required Setbacks for the RD Zoning District.

Road Requirements and Design[4]

- The Applicant proposes access to the property via a driveway adjacent to Marsac Avenue and opposite Empire Club Drive. The Applicant received a Conditional Access Permit from the Utah Department of Transportation (UDOT) to construct the driveway. Plat Note 17 requires the Applicant to provide documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue.

Sewer Facilities[5]

Snyderville Basin Water Reclamation District (SWBRD) recommends Condition of Approval 9:

- Prior to submitting a plat for final redline review, the Applicant shall include a plat note stating that each unit shall have its own sewer lateral and ejector pump.

Sidewalks, Hiking Trails, Bike Paths, and Horse Trails[6]

The Trails & Open Space Team recommends Conditions of Approval 6 through 8:

- The Applicant shall provide a trail connection from Marsac Avenue to the Empire Link Trail. The trail connection shall be scheduled for review by the Trails & Open Space Department within 30 days of Subdivision approval. The Argus (R-5) Subdivision Plat may not be recorded until the Trails & Open Space Department

[2] LMC Section 15-7.3-2 *General Subdivision Requirements*
[3] LMC Section 15-7.3-3 *General Lot Design Requirements*
[4] LMC Section 15-7.3-4 *Road Requirements and Design*
[5] LMC Section 15-7.3-7 *Sewer Facilities*
[6] LMC Section 15-7.3-8 *Sidewalks, Hiking Trails, Bike Paths, and Horse Trails*

has approved the proposed trail connection.

- The Applicant shall reconstruct an approximately 800-foot section of Empire Link Trail impacted by the proposed development along an alignment approved by the Trails and Open Space Department. The condominium plat for the Argus (R-5) Subdivision shall show a 10-foot public trail easement for those portions of Empire Link Trail on the R-5 site.
- The Applicant shall provide documentation of recorded public easements for those portions of the Empire Link Trail proposed for realignment on adjacent properties. Recorded public trail easements shall be indicated with a plat note on the Argus (R-5) Subdivision Plat.

Parks, Playgrounds, and Recreation Areas[7]

- Empire Pass includes hundreds of acres of protected Open Space, including several trails accessible to the public

  Additionally, the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass that allows the construction of seven residential units on two sites within the Development Pods zoned Residential Development – Master Planned Development was based on the following Open Space contributions:

  - The transfer or dedication of approximately 310 acres to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:
    - **Old Town**: ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.
    - **Lower Deer Valley**: ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).
  - The transfer of the Empire Pass, Mid-Mountain, and Daly trailheads to the City.
  - Payment of an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA). Redus will allow EPMOA to retain funds to spend on City-approved historic preservation projects.

(IV) The Development Review Committee reviewed the Guardsman Subdivision Plat on July 1, 2025, and requires Conditions of Approval.[8]

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[7] LMC Section 15-7.3-10 *Public Uses*

[8] 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).

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

Notice
Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 9, 2025. The *Park Record* published courtesy notice on July 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 9, 2025.[9]

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

Alternatives
The Planning Commission may:

- Approve the Argus (R-5) Subdivision Plat.
- Deny the Argus (R-5) Subdivision Plat and direct staff to make findings for the denial.
- Request additional information and continue the Argus (R-5) Subdivision Plat to a date certain.

Exhibits
A: Draft Final Action Letter
    Attachment 1 – Proposed Argus (R-5) Subdivision Plat
B: Ordinance No. 99-30
C: 1999 Development Agreement
D: Ordinance No. 07-10
E: Ordinance No. 2025-05
F: 2007 Amended and Restated Development Agreement
G: Sensitive Land Overlay Study
H: Wildlife and Vegetation Report
I: Geotechnical Report

[9] LMC Section 15-1-21

Planning Department

August 13, 2025

Redus Park City, LLC

CC: Douglas Ogilvy

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	8946 Marsac Avenue
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Application:	Subdivision
Project Number:	PL-25-06523
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes the Argus (R-5) Subdivision to create a 1.58-acre Lot for a four-unit Multi-Unit Dwelling.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the Argus (R-5) Subdivision at 8946 Marsac Avenue according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Argus (R-5) Subdivision combines portions of two metes-and-bounds parcels to create a 1.58-acre Lot for a four-unit Multi-Unit Dwelling at 8946 Marsac Avenue.
2. The Argus (R-5) Subdivision is bounded to the north by the Marsac Claim, to the east and south by Marsac Avenue/State Route 224, and to the west by Deer Valley Resort's West Conservation Parcel. One Empire Pass is east of the proposed subdivision, and Moonshadow Condominiums is to the northeast.
3. The Argus (R-5) Subdivision is within the Flagstaff/Empire Pass annexation area.

4. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City. The Flagstaff area is now known as Empire Pass.
5. The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835). Redus is successor-in-title to property previously owned by UPCM.
6. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
7. On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units and forwarded a positive recommendation for the City Council's consideration.
8. On April 24, 2025, the City Council approved Ordinance No. 2025-05 modifying the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units. Ordinance No. 2025-05 Condition of Approval 5 requires the Applicant to receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwelling, prior to application for or receipt of any building permit.
9. The Argus (R-5) Subdivision is within the Flagstaff/Empire Pass Development Pod A zoned Residential Development – Master Planned Development (MPD).
10. The Planning Commission August 13, 2025 staff report is incorporated herein.

Conclusions of Law

1. The proposed 1.58-acre Lot complies with the requirements of the Land Management Code, including Chapter 15-2.13 *Residential Development*, Chapter 15-2.21 *Sensitive Land Overlay*, and Chapter 15-7 *Subdivisio*n as conditioned.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the LMC, and Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year,

this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. Building footprint, foundations, and footings shall not extend into Very Steep Slopes. Footings shall be constructed to minimize construction disturbance within Very Steep Slopes. Cantilevered decks shall not extend more than 10 feet over Very Steep Slopes and shall not extend into the Rear Setback. Construction of cantilevered decks shall not include shoring or other disturbances within Very Steep Slopes.
4. The Multi-Unit Dwelling is subject to Conditional Use Permit approval by the Planning Commission.
5. A plat note shall indicate the maximum roof elevation is 8062 feet subject to the following:
    a. Roof forms shall be well articulated with varied roofing materials to soften the view from Marsac Avenue and properties to the east.
    b. Building massing shall step back to the west and south on the third floor. Stepbacks shall be 15 feet deep or more and shall apply to two-thirds or more of the western façade and all of the southern façade.
    c. Green roofs are encouraged.
    d. Roof materials shall have a Solar Reflectance Index of 35 or less.
6. The Applicant shall provide a trail connection from Marsac Avenue to the Empire Link Trail. The trail connection shall be scheduled for review by the Trails & Open Space Department within 30 days of Subdivision approval. The Argus (R-5) Subdivision Plat may not be recorded until the Trails & Open Space Department has approved the proposed trail connection and an easement is recorded for future public trail access. The recorded public trail easement shall be indicated with a plat note on the Argus (R-5) Subdivision Plat.
7. The Applicant shall reconstruct an approximately 800-foot section of Empire Link Trail impacted by the proposed development along an alignment approved by the Trails and Open Space Department. The condominium plat for the Argus (R-5) Subdivision shall show a 10-foot public trail easement for those portions of Empire Link Trail on the R-5 site.
8. Prior to Subdivision plat recordation, the Applicant shall provide documentation of recorded public easements for those portions of the Empire Link Trail proposed for realignment on adjacent properties. Recorded public trail easements shall be indicated with a plat note on the Argus (R-5) Subdivision Plat.

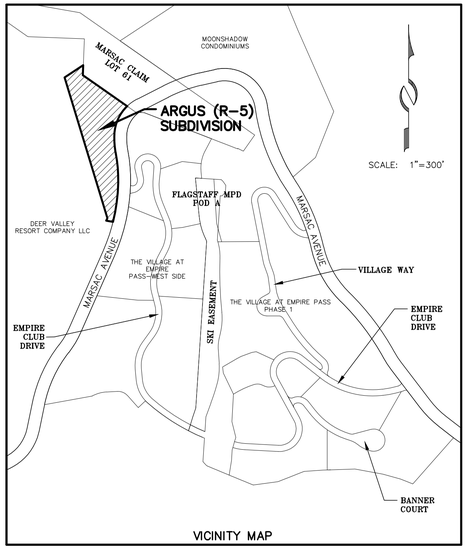
9. Prior to submitting a plat for final redline review, the Applicant shall include a plat note stating that each unit shall have its own sewer lateral and ejector pump.
10. Prior to submitting a plat for final redline review, the Applicant shall include a plat note stating that the project shall require heated sidewalks with direct access to Marsac Avenue from each unit.
11. The Applicant shall revegetate disturbed areas with plantings that comply with the City's Water Wise Landscaping requirements and Wildland-Urban Interface code.
12. The Applicant shall promptly treat and control for noxious weeds during and after construction activities.
13. The Applicant shall conduct vegetation clearing activities outside of the nesting season. If this is not possible, the Applicant shall have a qualified biologist conduct nest-clearance surveys during the nesting season.
14. The Applicant shall submit a landscape plan reviewed and recommended by a wildlife specialist showing the use of wildlife-friendly plantings for native large mammals with any future development application for the site. design landscaping to accommodate native large mammals that live in the area. To the extent possible, the Applicant should use wildlife-friendly plantings that allow wildlife to cross the landscape.
15. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the First Amendment to the Amended and Restated Flagstaff Mountain Development Agreement.
16. The Applicant shall meet the requirements of the Affordable Housing obligations as outlined in Ordinance No. 2025-05.

If you have questions or concerns regarding this Final Action Letter, please call 435-731-6088 or email alexander.barton@parkcity.gov.

Sincerely,

Christin Van Dine
Planning Commission Chair

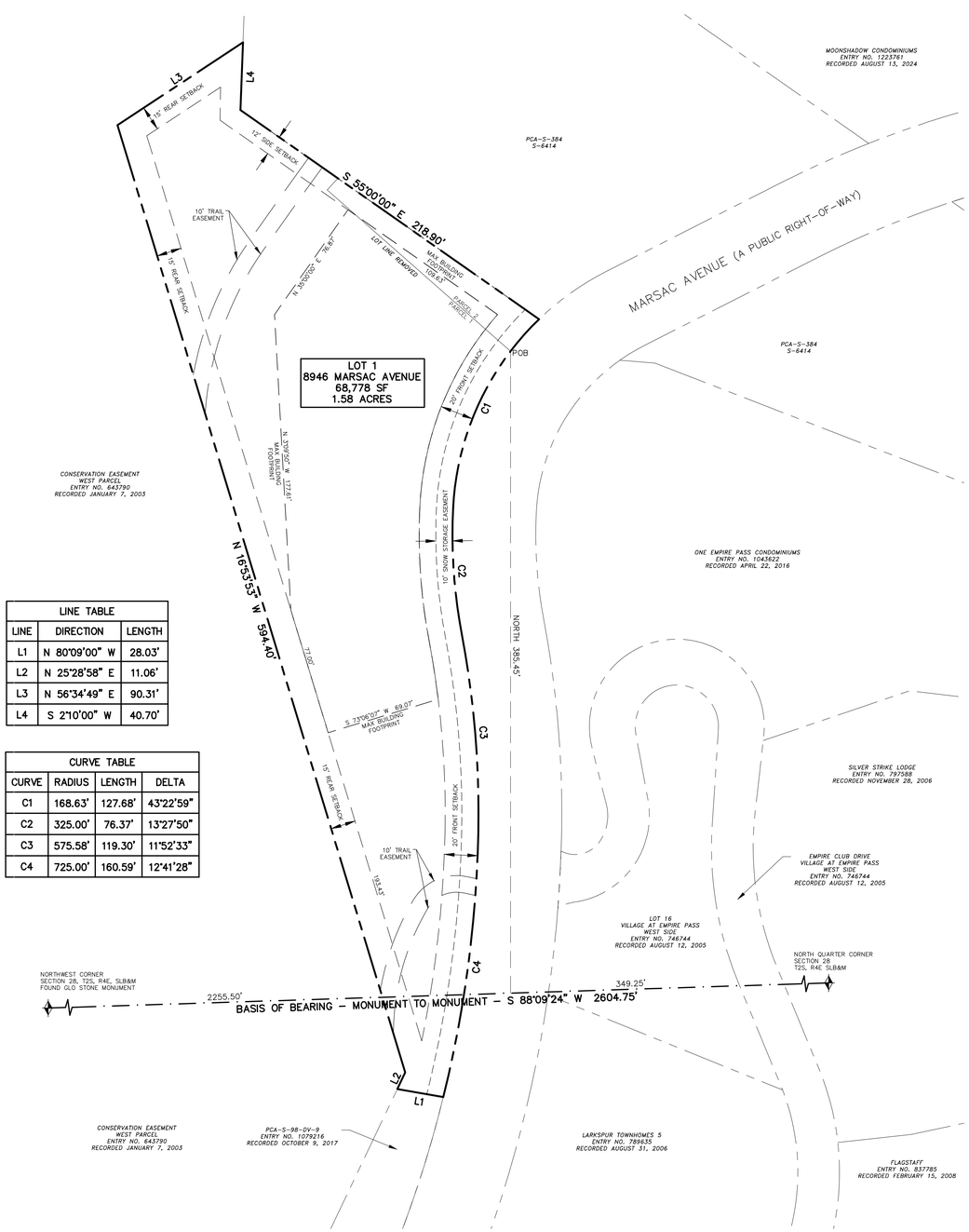
CC: Alec Barton



VICINITY MAP

NOTES

1. This Plat is subject to the Conditions of Approval in the Final Action Letter dated_____, and on file with the Planning Department (PL-25-_____).
2. See Record of Survey S-11309, filed August 2, 2023 in the Summit County Recorders Office.
3. A wastewater ejector pump is required for Lot 1.
4. There shall be a maximum of four dwelling units.
5. There is a maximum permitted density of 12 UEs.
6. The maximum ridgeline elevation is USGS 8062'.
7. Development is subject to the Determination of Natural Grade issued by PCMC Director of Planning on _____, 2025.
8. Perimeter of building footings and foundations to be within Maximum Building Footprint shown. Balconies may not extend more than 10' beyond the Max Building Footprint and shall be constructed without disturbing areas outside the Max Building Footprint.
9. Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, shall continue to apply.
10. Conditions of approval of the Amendment to the Empire Pass MPD approved _____, 2025, shall continue to apply.
11. Lot 1 is subject to the Declaration of Development Covenants, recorded November 3, 2003, as Entry No. 1211927 in official records of the Summit County Recorder.
12. In-lieu affordable housing fee shall be paid prior to issuance of building permit as per Amended Development Agreement.
13. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
14. All applicable conditions, regulations, requirements and stipulations of the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel and Iron Mountain ("First Amendment") recorded _____, as Entry No. _____ in Book _____, Page _____ continue to apply.
15. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lot.
16. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit.
17. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
18. A conditional use permit approval is required prior to issuance of a building permit for any residential building proposed on Lot 1. A construction mitigation plan shall be submitted with the conditional use permit application and in advance of issuing building permits.
19. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
20. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
21. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
22. The Empire Pass Master Owners Association, Inc. (the "Master Association"), together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass (as amended the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
23. Per that certain Acknowledgement and Waiver [Marsac 100] dated November 30, 2017 by Park City Municipal Corporation, a political subdivision of the State of Utah ("PCMC") and that certain Acknowledgement and Waiver [Mine Bench] dated November 30, 2017 by PCMC, obligations under the Development Agreement for off-site affordable housing and gondola payments have been deemed satisfied, terminated, and fulfilled.



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 80°09'00" W	28.03'
L2	N 25°28'58" E	11.06'
L3	N 56°34'49" E	90.31'
L4	S 2°10'00" W	40.70'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	168.63'	127.68'	43°22'59"
C2	325.00'	76.37'	13°27'50"
C3	575.58'	119.30'	11°52'33"
C4	725.00'	160.59'	12°41'28"

ARGUS (R-5) SUBDIVISION

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

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No. 4857264 MICHAEL DEMKOWICZ STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following amended plat, containing one lot, hereafter to be known as ARGUS (R-5) SUBDIVISION.

LEGAL DESCRIPTION

Parcel 1:

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

Beginning at a point that is South 88°09'24" West 349.25 feet coincident with the section line and North 385.45 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the westerly boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Summit County Recorder and on a curve to the left having a radius of 168.63 feet, of which the radius point bears South 52°36'24" East; and running thence coincident with the westerly boundary of said Marsac Avenue the following four (4) courses: 1) southerly along the arc of said curve 101.89 feet through a central angle of 34°37'05" to a point of compound curve to the left having a radius of 325.00 feet, of which the radius point bears South 87°13'28" East; thence 2) southerly along the arc of said curve 76.37 feet through a central angle of 13°27'50" to a point of reverse curve to the right having a radius of 575.58 feet, of which the radius point bears South 79°18'42" West; thence 3) southerly along the arc of said curve 119.30 feet through a central angle of 11°52'33" to a point of compound curve to the right having a radius of 725.00 feet, of which the radius point bears North 88°48'45" West; thence 4) southerly along the arc of said curve 160.59 feet through a central angle of 12°41'28"; thence North 80°09'00" West 26.03 feet to a point on the boundary of the Conservation Easement West Parcel, recorded January 7, 2003, as Entry No. 643790; thence coincident with said Conservation Easement West Parcel the following three (3) courses: 1) North 25°28'58" East 11.06 feet; thence 2) North 16°53'53" West 594.40 feet; thence 3) North 56°34'49" East 90.31 feet to the south boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414; thence coincident with said south boundary the following two (2) courses: 1) South 02°10'00" West 40.70 feet; thence 2) South 55°00'00" East 71.40 feet to a point on the north boundary of said Tract E of that certain Sheriff's Deed, recorded December 30, 2015, as Entry No. 1035997; thence coincident with the boundary of said Tract E the following two (2) courses: 1) South 42°52'33" West 9.49 feet; thence 2) South 48°39'41" East 146.66 feet to the point of beginning.

Parcel 2:

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

Beginning at a point that is North 88°09'24" East 2255.50 feet along section line and North 385.45 feet from the northwest corner of section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the northerly line of the Marsac Ave right of way, according to the official plat thereof on file and of record in the office of the recorder Summit County Utah; and running thence North 48°39'41" West 146.66 feet; thence North 42°52'33" East 226.98 feet; thence North 77°20'25" East 168.54 feet; thence North 67°04'29" East 217.09 feet; thence South 80°27'35" East 106.33 feet; thence South 36°22'10" East 230.71 feet; thence South 27°16'00" East 272.20 feet; thence South 70°23'37" West 169.25 feet to a point on the northerly line of the Marsac Avenue right of way and on 725.00 feet radius curve to the right; thence along the northerly line of the Marsac Avenue Right of Way the following (6) courses: 1) Northerly along the arc of side curve 141.56 feet (chord bears North 13°13'54" West 141.33 feet) to a point on a 175.00 foot radius reverse curve to the left of which the radius point bears South 82°21'42" West; thence 2) Northwesterly along the arc of said curve 290.23 feet through a central angle of 95°01'25"; thence 3) South 77°20'18" West 65.40 feet to a point on a 625.00 foot radius curve to the left of which the radius point bears South 12°39'42" East; thence 4) Westerly along the arc of said curve 155.41 feet though a central angle of 14°14'48; thence 5) South 63°05'30" West 116.81 feet to a point on a 168.63 foot radius curve to the left of which the radius point bears South 26°54'30" East; thence 6) Southwesterly along the arc of said curve 75.63 feet through a central angle of 25°41'54" to the point of beginning. Less and Excepting any portion lying within the Marsac Lode Mining Claim, Lot 61. Also, Less and Excepting Moonshadow Condominiums First Amended and Restated recorded August 13, 2024, as Entry No. 1223761 in the Office of the Recorder, Summit County, Utah.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, to be hereafter known as ARGUS (R-5) SUBDIVISION and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2025.

Redus Park City LLC,
a Delaware limited liability company

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

By: _____
David Ash, Sr. Vice President

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2025, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Redus Park City, LLC, a Florida limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the ARGUS (R-5) SUBDIVISION.

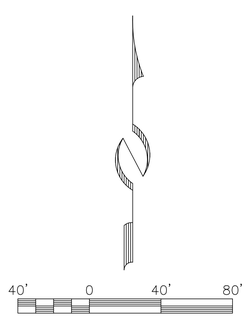
By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____



DRAFT FOR REVIEW

SHEET 1 OF 1

4/28/25 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-sd-5.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2025	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2025	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2025	APPROVED AS TO FORM THIS _____ DAY OF _____, 2025	APPROVED THIS _____ DAY OF _____, 2025	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____ S.B.W.R.D.	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ SUMMIT COUNTY GIS COORDINATOR	_____ FEE _____ RECORDER
					TIME _____ DATE _____ ENTRY NO. _____

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

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

PARK CITY 1884

00545109 Bk01277 Pg00553-00555

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE $.00 BY MAT
REQUEST: PARK CITY MUNICIPAL CORP

Ordinance No. 99-30

AN ORDINANCE ANNEXING APPROXIMATELY 1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN INTO THE CORPORATE LIMITS OF PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO INCLUDE THE ANNEXED AREA

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, an d based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Jodi Hoffman, City Attorney

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FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

EXHIBIT B

Refer to Recorder File 99-

Recorded this ___ day of

_____, 1999

at Book #___ Page #_____.

ORIGINAL

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

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

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

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, 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; and

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has 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; and

G. WHEREAS, the Parties intend to enter into this 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 into the City.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

[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.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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[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.

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 sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

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

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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.

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[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.

1.17 **"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 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:

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;

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

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 84 acres.

2.2.1.3. **Maximum Density**. The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential 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 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

[6] Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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. The majority of the required parking areas will be fully enclosed and/or constructed underground.

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

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

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

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

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[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.

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.

2.4.1.3. **Viewpoint Restrictions**. Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts[10] 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

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[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.

[10] As well as summertime visual impacts.

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 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 public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. 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-style[11]), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 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.

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[11] Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

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.

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

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[12] The Park City Fire Marshall may not cause the access to be plowed simply for pubic 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 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) 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, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional $1,000,000 ($2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend $1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **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.

2.9.5 **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.

2.9.6 **Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area[13], 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.

2.9.7 **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 Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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

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.

2.9.8 **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.

2.9.9 **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.

2.9.10 **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.

2.9.11 **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.

2.9.12 **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.

2.9.13 **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 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:

2.10.2.1 **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.

2.10.2.2 **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

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[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.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 **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.

2.10.2.4 **Runaway Truck Lane**. DEVELOPER, or an affiliate of DEVELOPER, shall construct a run-away 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.

2.10.2.5 **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.

2.10.2.6 **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.

2.10.2.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **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.

2.10.3 **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:

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

2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling[16] and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.3.3 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.

2.10.3.4 Dust and soils monitoring and containment, along with

[16] Developer shall stockpile all earthen material on site.

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

2.10.3.5 Temporary public access trails throughout construction.

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

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. 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 units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 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

2.10.4.3 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

2.10.4.4 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

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

2.10.5 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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 adequate[17] 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

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[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]

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 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

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[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.

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 reallignment 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

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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.

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
P.O. Box 1450
Park City, UT 84060

Copy to:
Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

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

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Copy to:
Wendy A. Faber
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 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

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Exhibit L	Map 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 as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: _____
Bradley A. Olch, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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APPROVED AS TO FORM:

Jodi Hoffman, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

By: Hank Rothwell
Title: President

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
445 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, 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.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

T L O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

)

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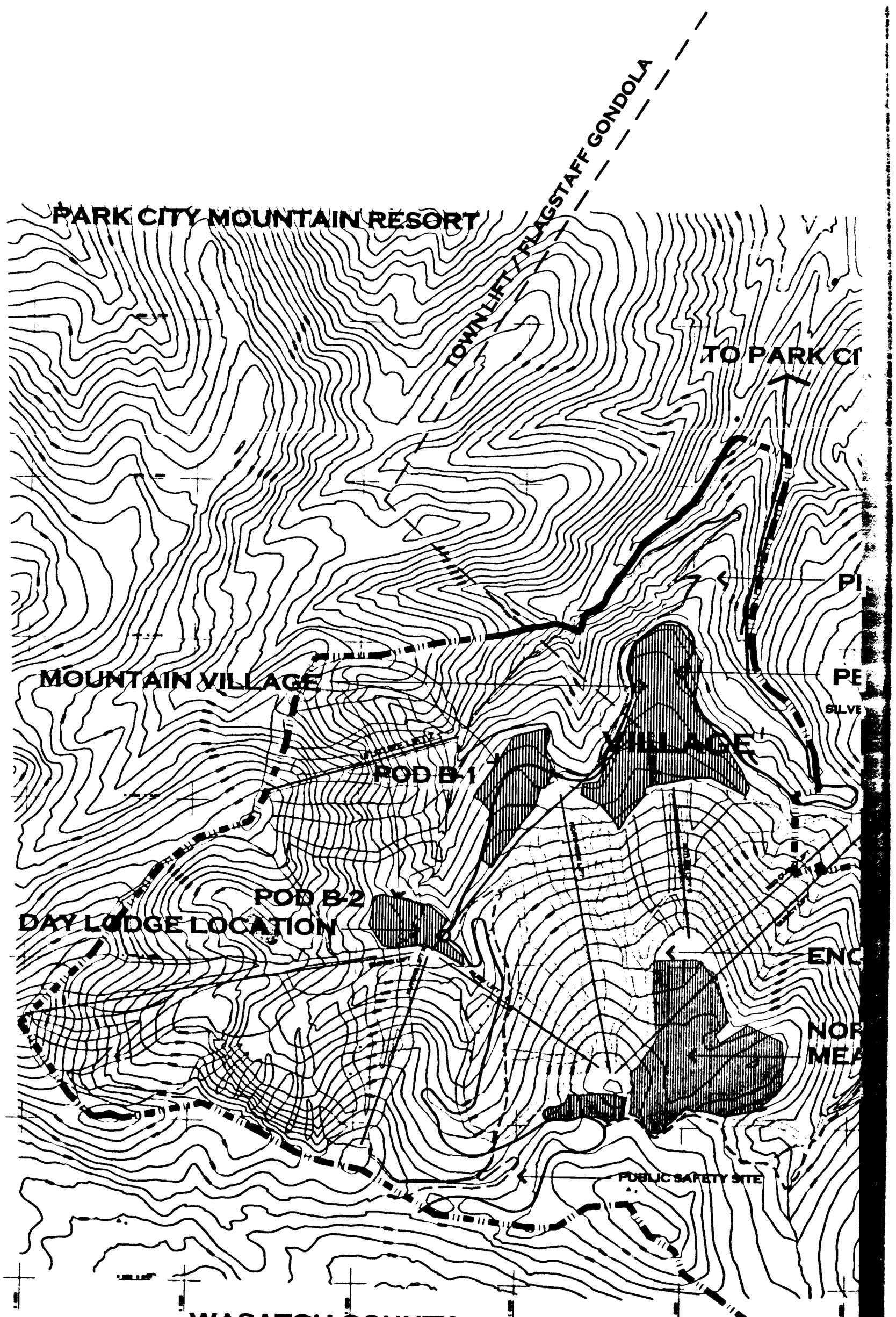

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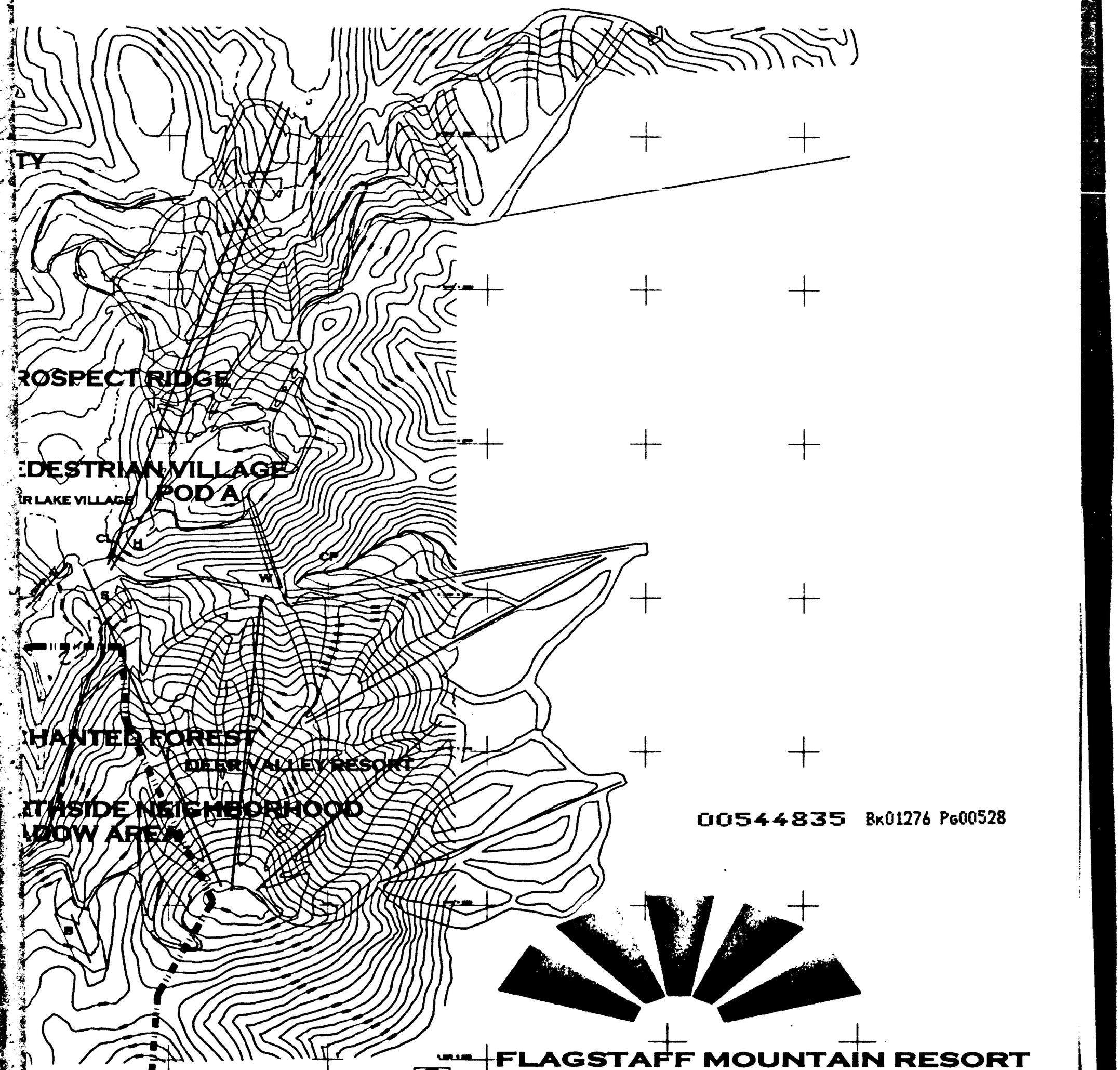

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Exhibit A

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

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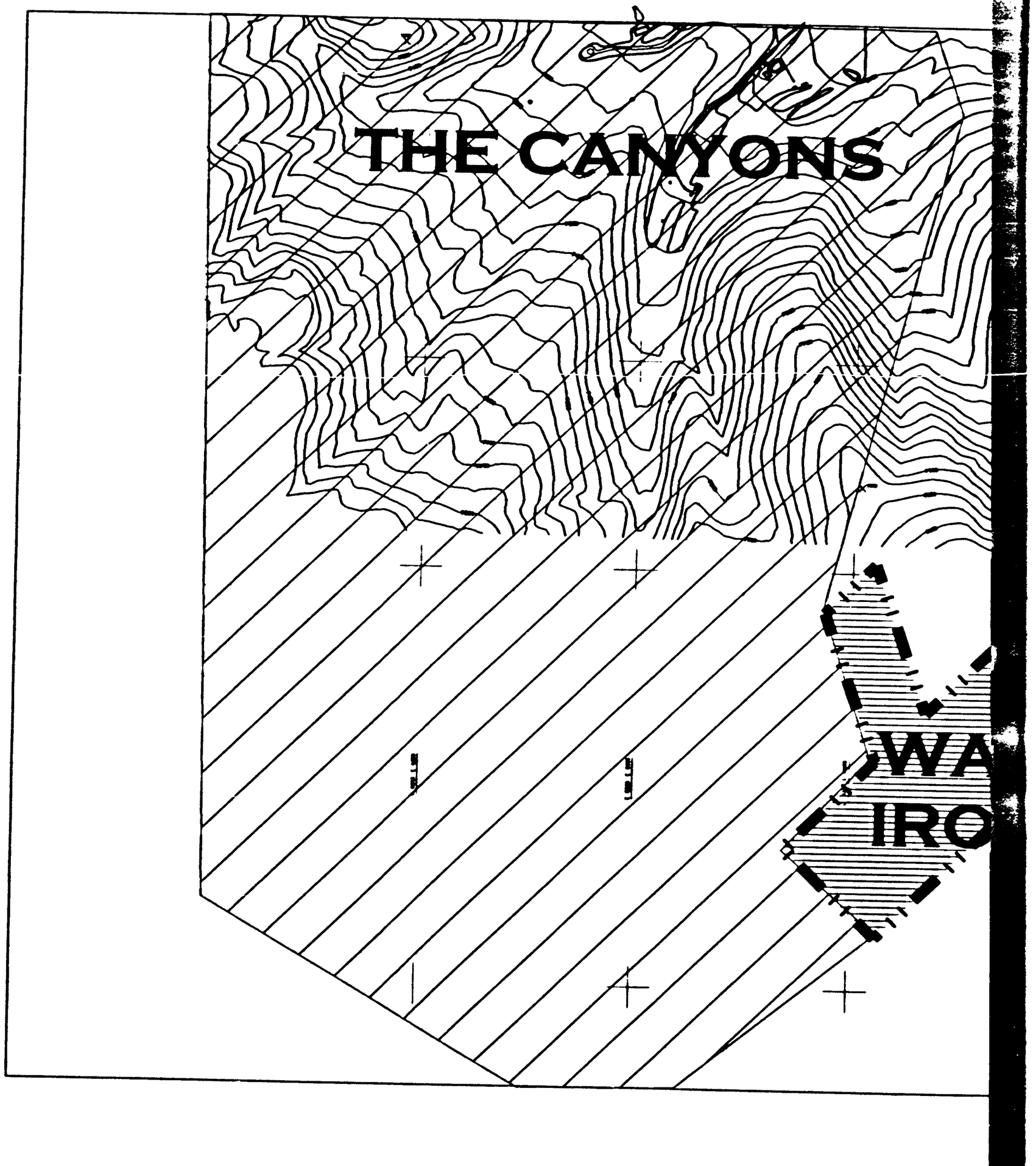

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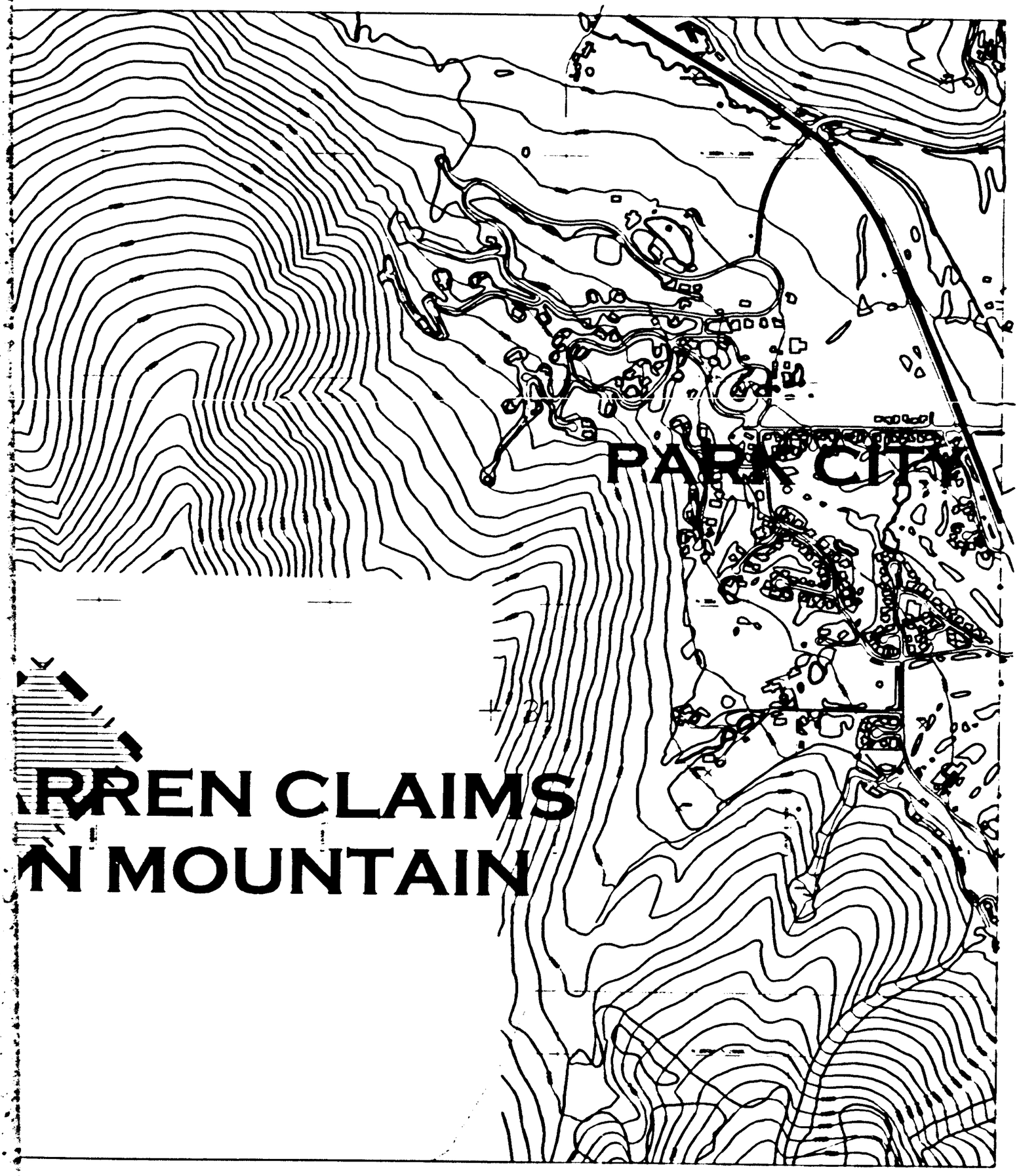

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IRON MOUNTAIN PARCEL

1999

0 800 2000

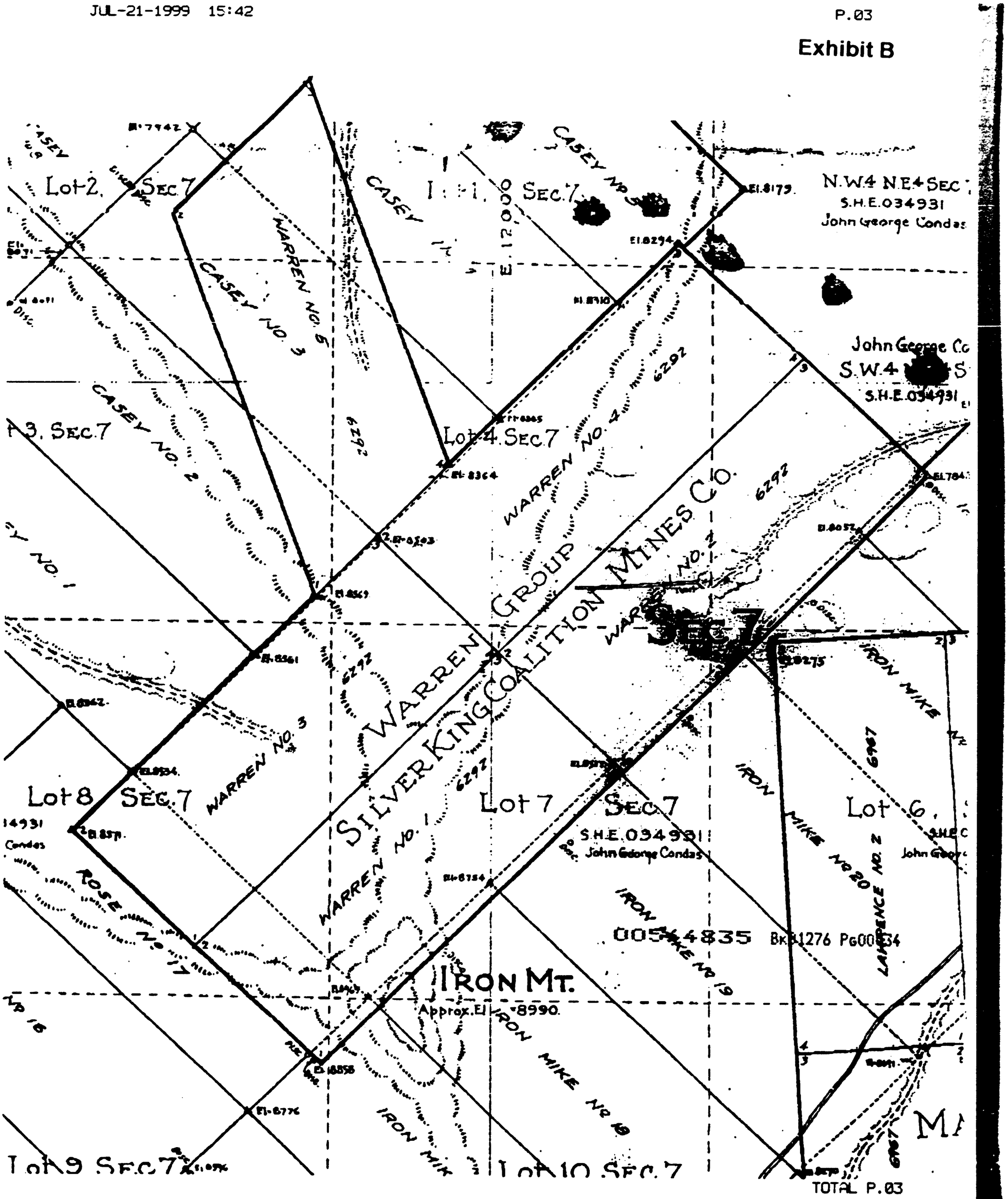
SUMMIT COUNTY, UTAH

PREPARED FOR
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8801

PREPARED BY
JOSEPHSON DESIGN
P.O. BOX 1769
PARK CITY, UTAH 84060
(801) 649-7441

EXHIBIT B

Exhibit B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John George Condos
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John George Condos
14931
Condos
WARREN GROUP
SILVER KING COALITION MINES CO
CASEY No 1
CASEY No 2
CASEY No 3
WARREN No 5
WARREN No 4
WARREN No 1
WARREN No 3
ROSE No 17
No 16
IRON MIKE No 19
IRON MIKE No 20
LAWRENCE No 2
IRON MIKE No 9
IRON MT.
Approx. El 8990.
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El. 8503
El. 8561
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El. 8179
El. 8294
El. 8057
El. 8275
El. 7842
El. 8310
005-4835 Bk 01276 Pg0034
TOTAL P.03

Exhibit B

FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5, MINERAL SURVEY NUMBER 6292.

Y:\UPCMC\FLAGSTAFF\OVERALL\DOCS\WARREN.LGL

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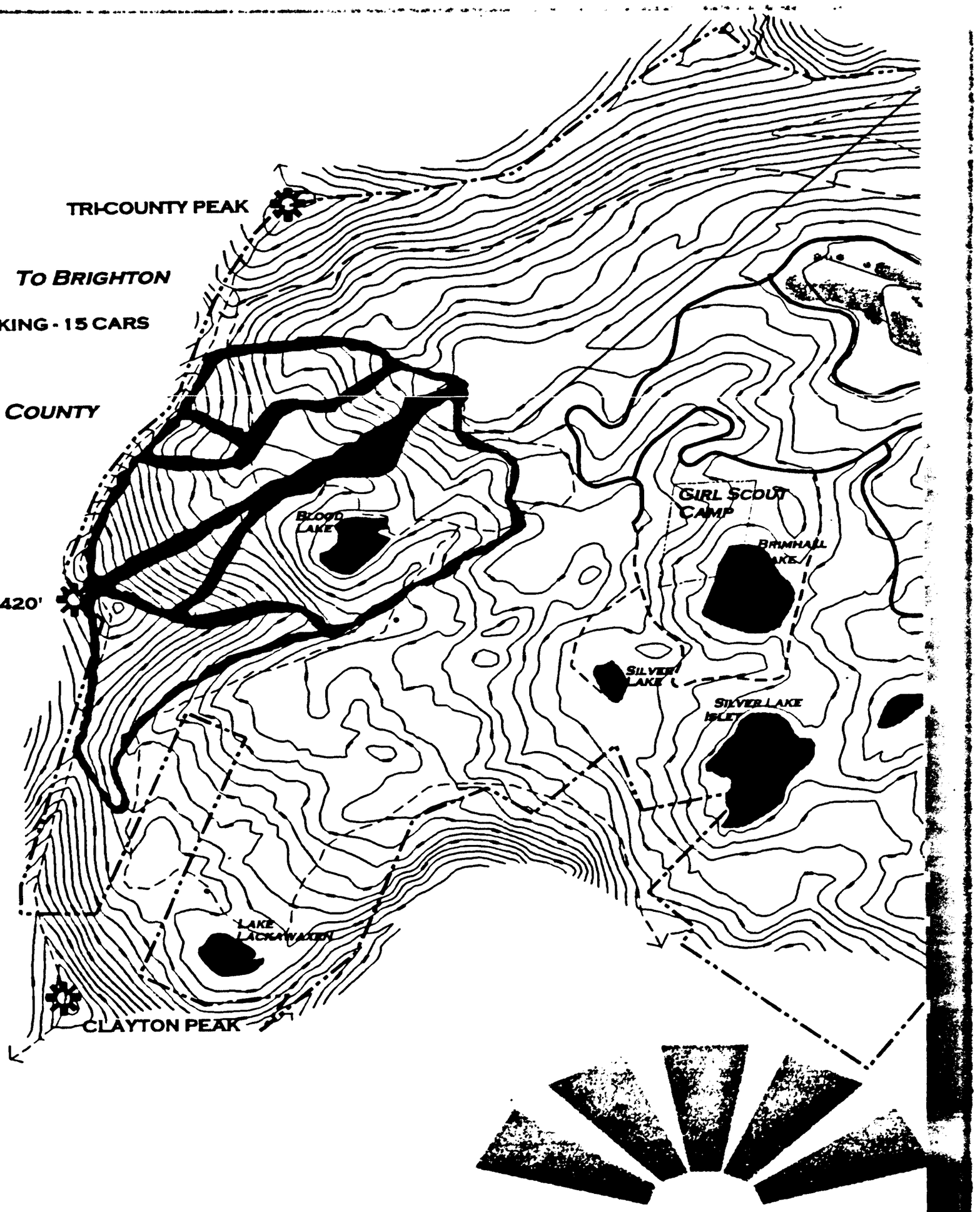

JUNE 1999

0 400 800 2000

BONANZA MOUNTA

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LAND PLANNING:
JOSEPHSON DESIGN
P. O. Box 1705
PARK CITY, UTAH 84060
(801) 647-7444

EXHIB

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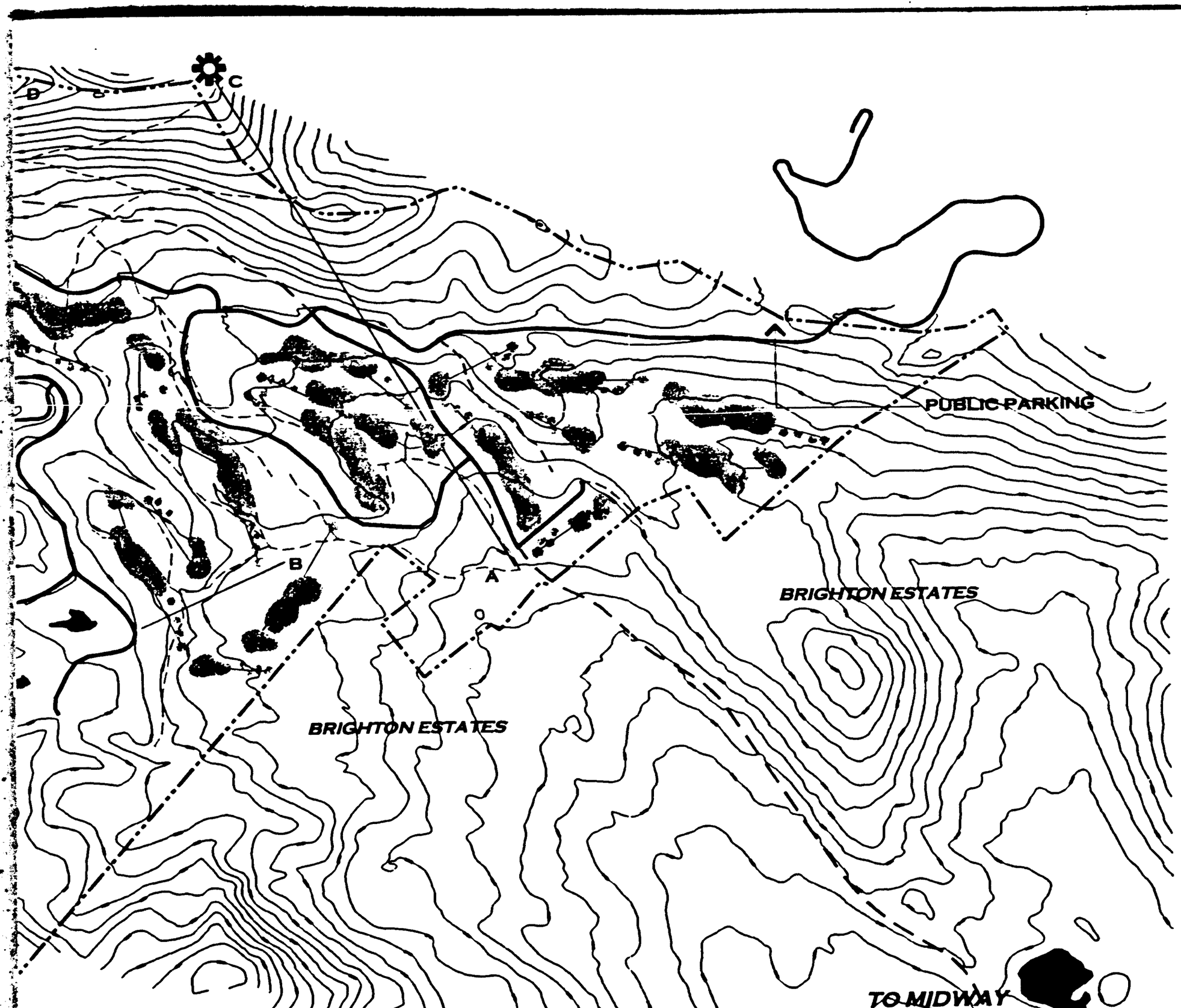

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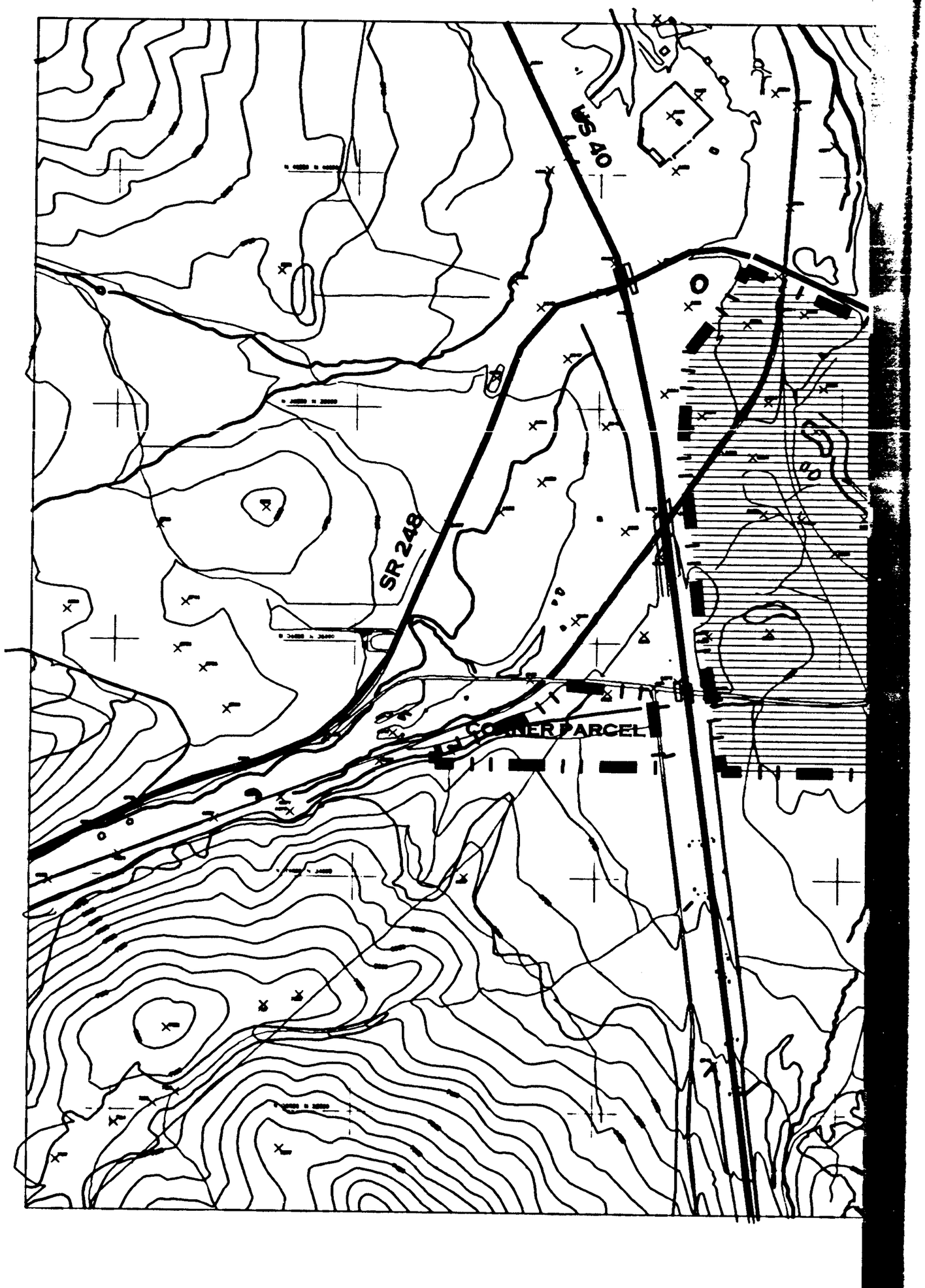

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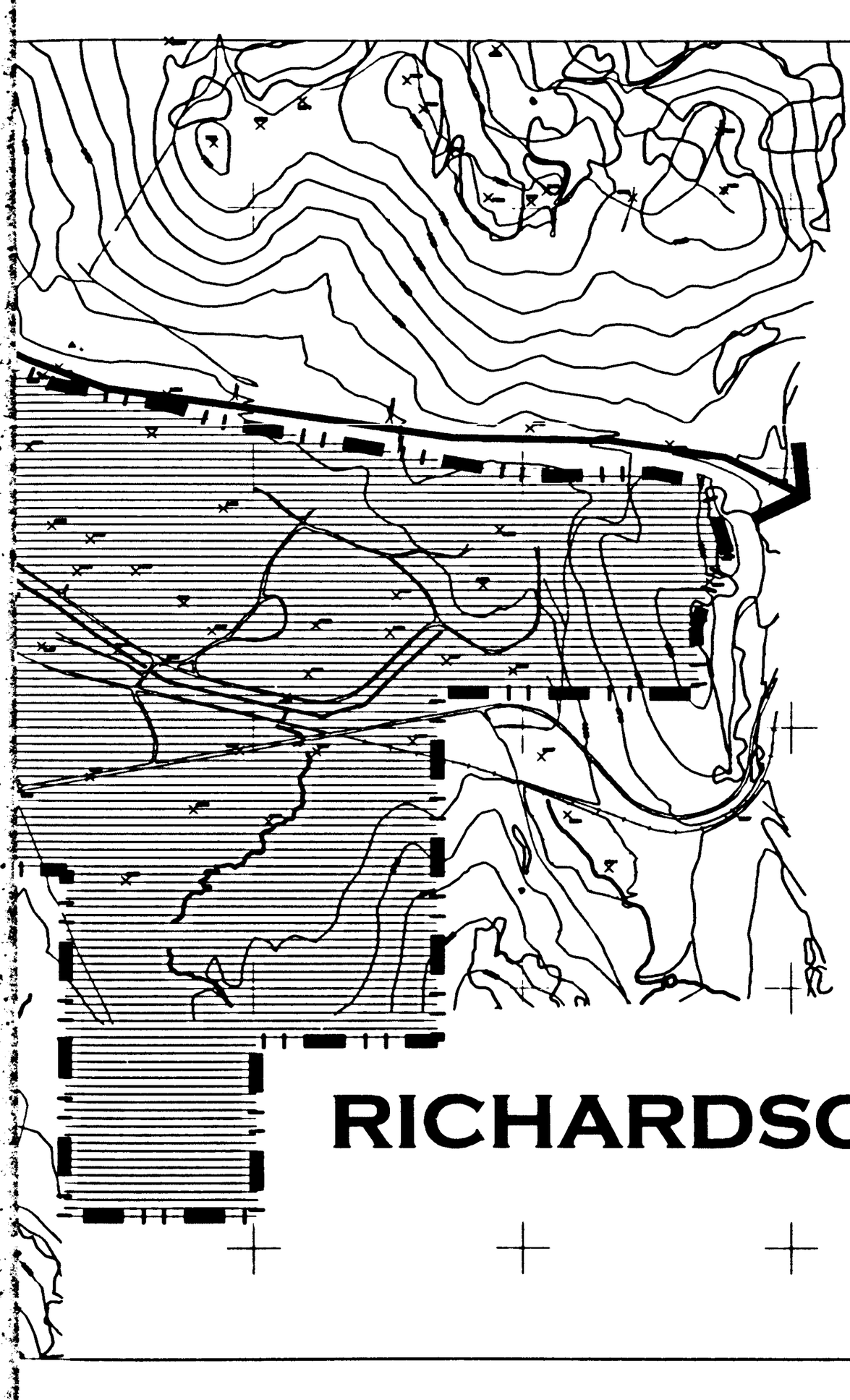

TO KAMAS

RICHARDSON FLATS

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RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1750
PARK CITY, UTAH 84060
(801) 649-8011

APRIL 1999

0 400 800 2000

EXHIBIT D

Exhibit D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

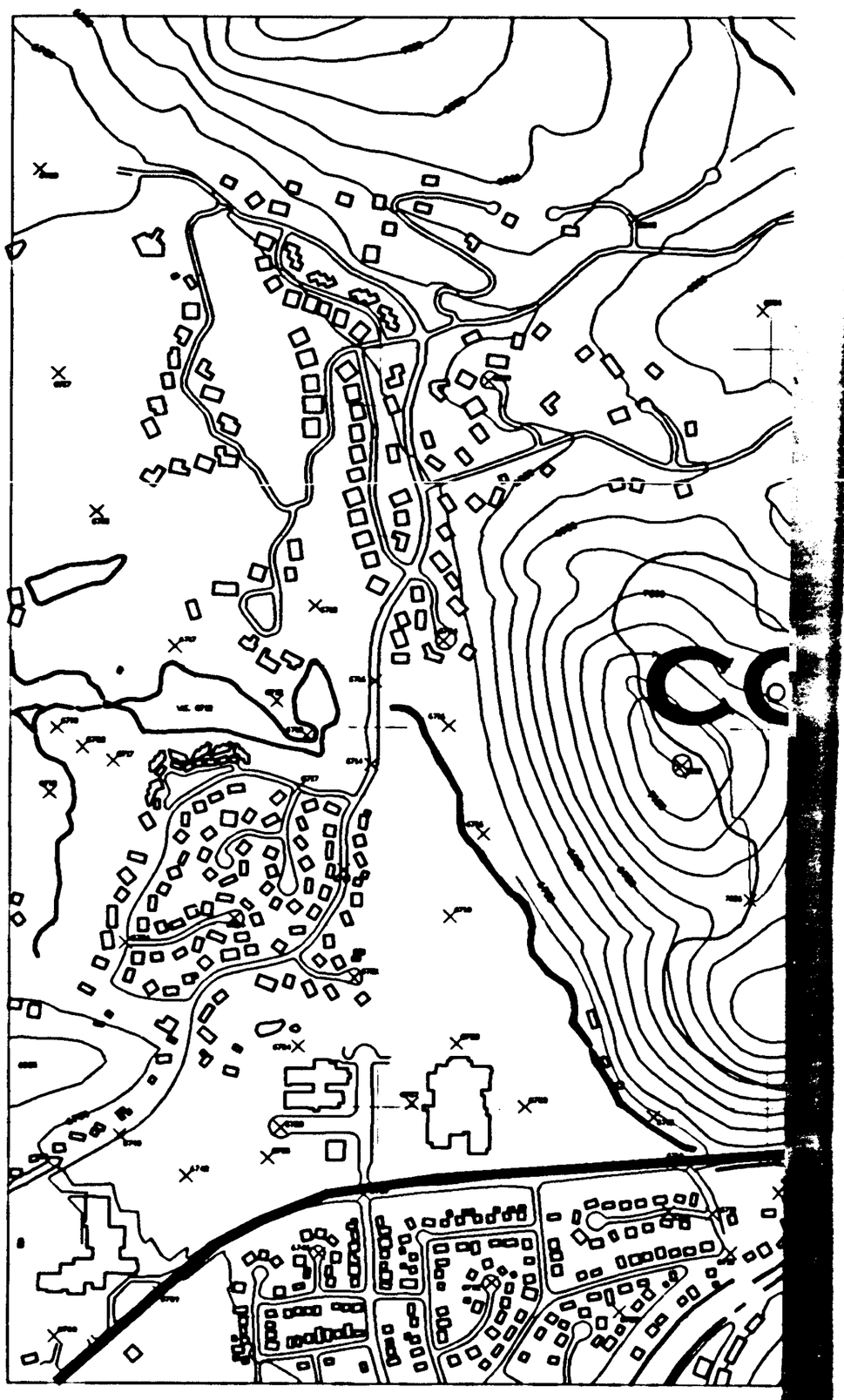
Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South 64°34'17" East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North 07°48'30" West 569.42 Feet more or less;
Thence North 30°03'00" East 491.00 Feet along said County Line to County Line Marker 138;
Thence North 15°43'00" West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South 18°25'57" West;
Thence along said curve, through a central angle of 12°57'43" a distance of 380.03 Feet;
Thence North 87°46'51" West 300.64 Feet;
Thence South 88°33'10" West 541.22 Feet;
Thence North 85°26'18" West 193.25 Feet;
Thence North 78°57'34" West 621.06 Feet;
Thence North 81°30'46" West 503.42 Feet;
Thence North 76°56'20" West 501.60 Feet;
Thence North 81°30'46" West 700.00 Feet;
Thence North 71°23'40" West 227.68 Feet;
Thence North 79°09'47" West 994.80 Feet;
Thence North 66°54'08" West 590.16 Feet;
Thence North 64°10'15" West 167.19 Feet;
Thence North 89°53' 00" West 978.55 Feet;
Thence South 25°23'31" West 116.87 Feet to a point on the northerly section line of said section 2;
Thence South 00°45'29" West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
Thence South 5°56'20" West 253.60 Feet;
Thence South 5°56'20" West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South 84°01'04" East;
Thence along said curve, through a central angle of 9°17'52" a distance of 390.52 Feet;
Thence South 3°23'37" East 105.10 Feet;
Thence South 7°04'23" East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
Thence South 7°04'23" East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
Thence South 7°04'24" East 48.63 Feet;
Thence South 1°27'27" West 202.24 Feet;
Thence South 40°00'00" East 554.91 Feet;
Thence South 31°40'49" West 481.87 Feet;

RICHARDSON FLAT DESCRIPTION
Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;
Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;
Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;
Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;
Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;
Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;
Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;
Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;
Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;
Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

Contains 573 acres more or less.



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APRIL 19

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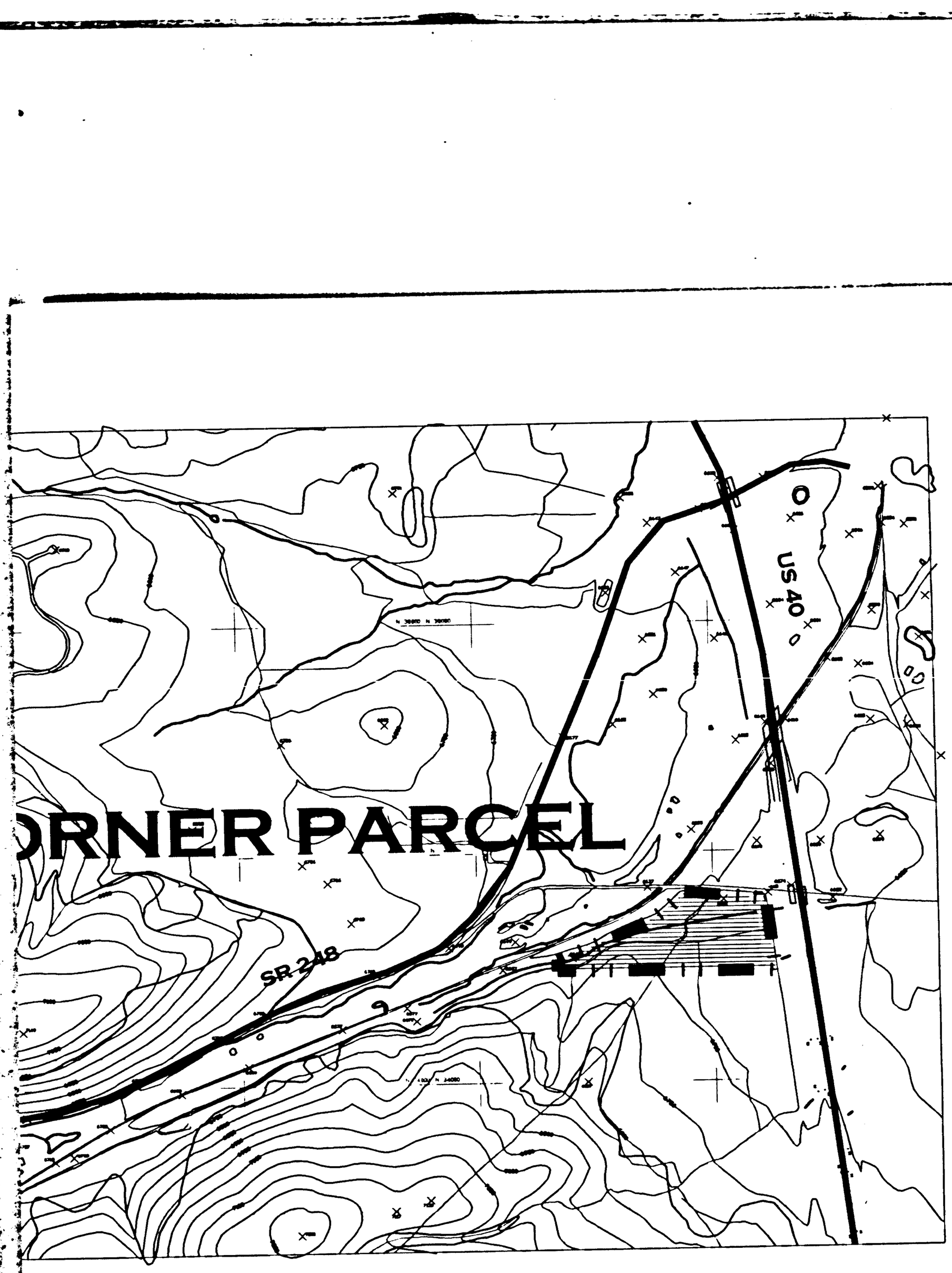

99

800 2000

CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LANDSCAPE ARCHITECT:
JOSEPHSON DESIGN
P.O. Box 1758
PARK CITY, UTAH 84060
(801) 647-7704

00544835 Bk01276 Pg00543

EXHIBIT E

Exhibit E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

00544835 Bk01276 Pg00544

0054835 Bk01276 Pg00545



SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)
PROPOSED SKI RUNS (NUMBERED)
EXISTING SKI LIFTS (NAMED)
PROPOSED SKI LIFTS (LETTERED)

400 0 400 800 FEET

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

00544835 Bk01276 Pg00546

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.

2. Access to construction activity shall be by existing service roads where available.

3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.

4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.

5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.

6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.

7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

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7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.

9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.

10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.

11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.

12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.

13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.

14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

00544835 Bk01276 Pg00548

15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).

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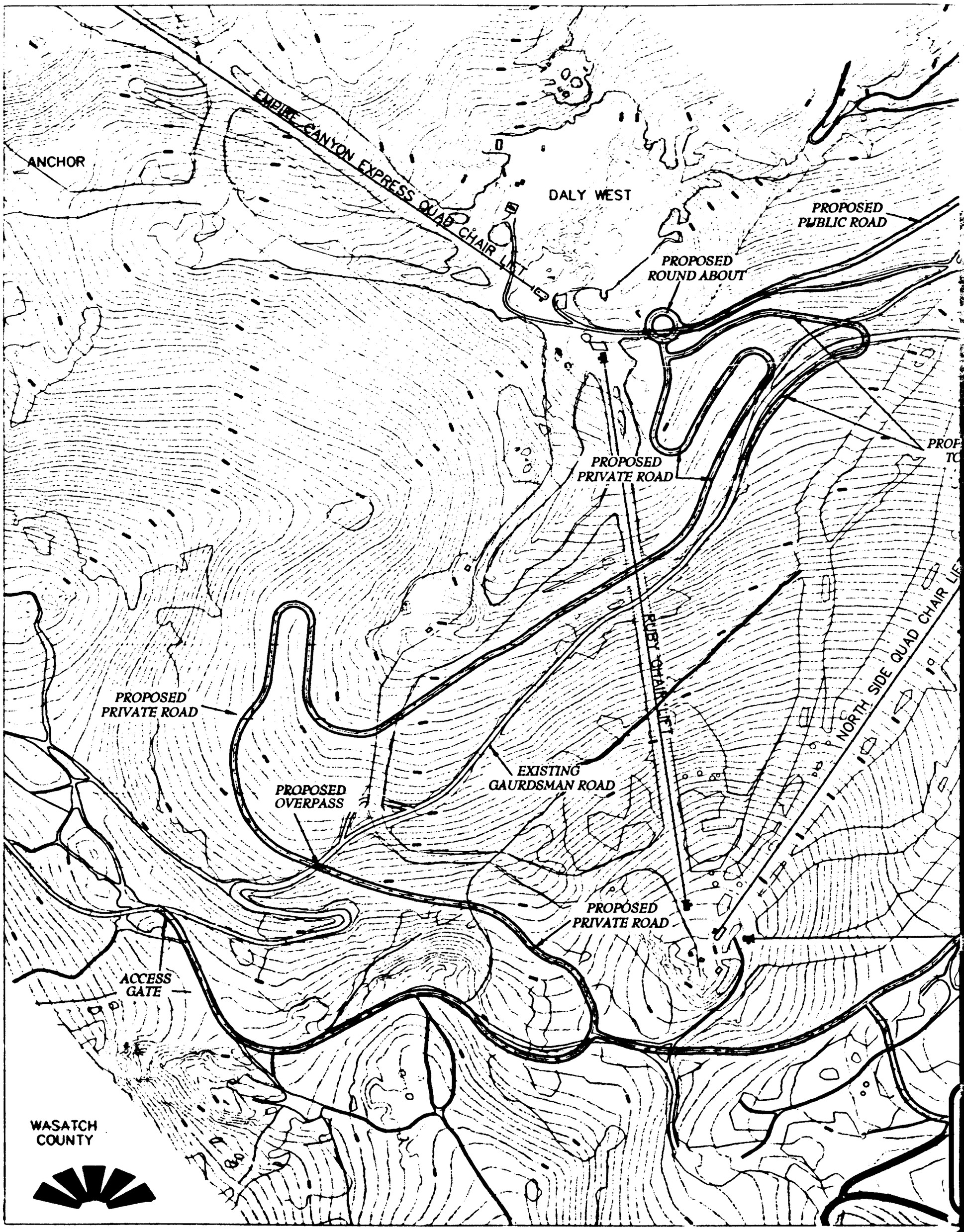

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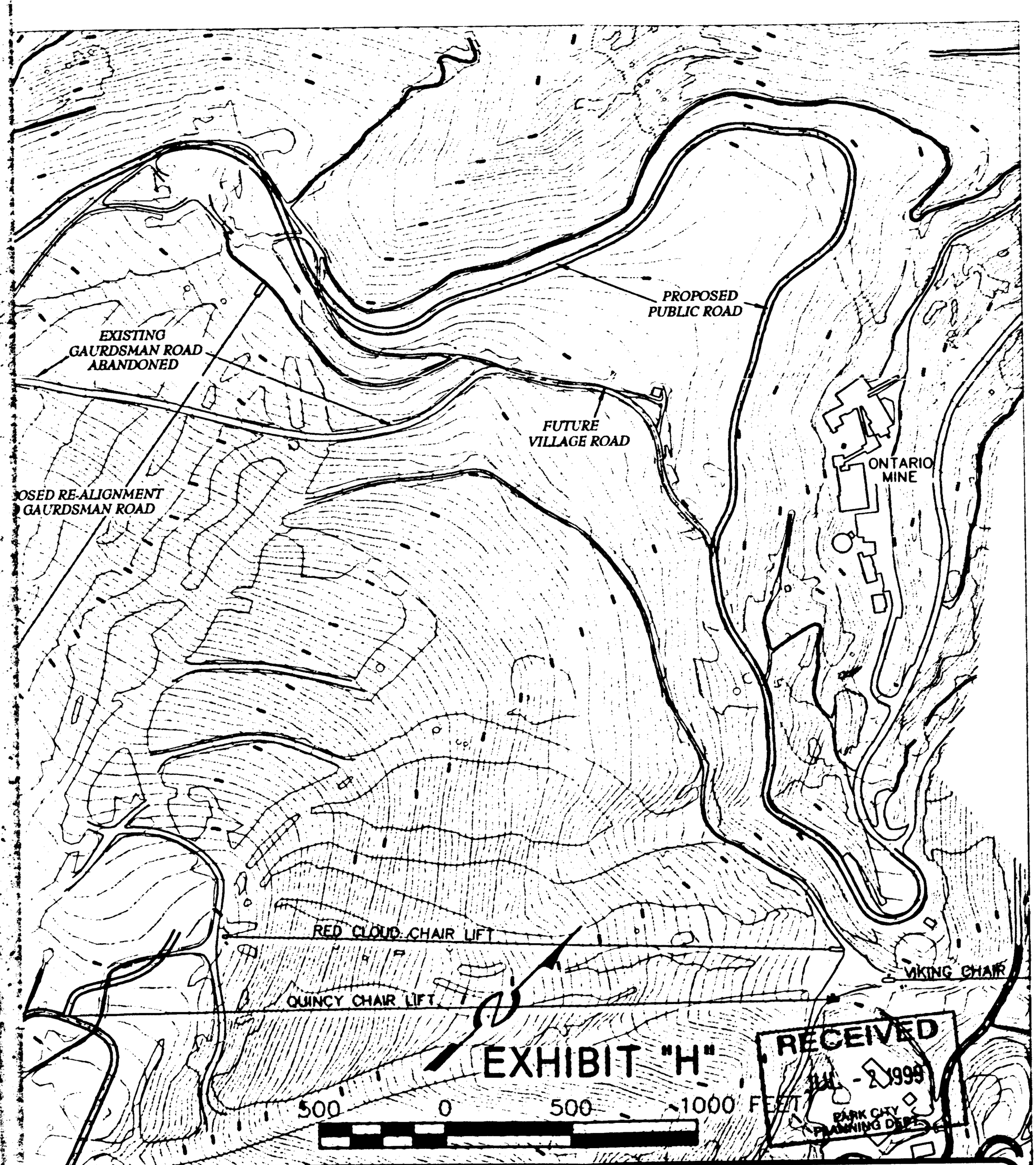


(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-22-98

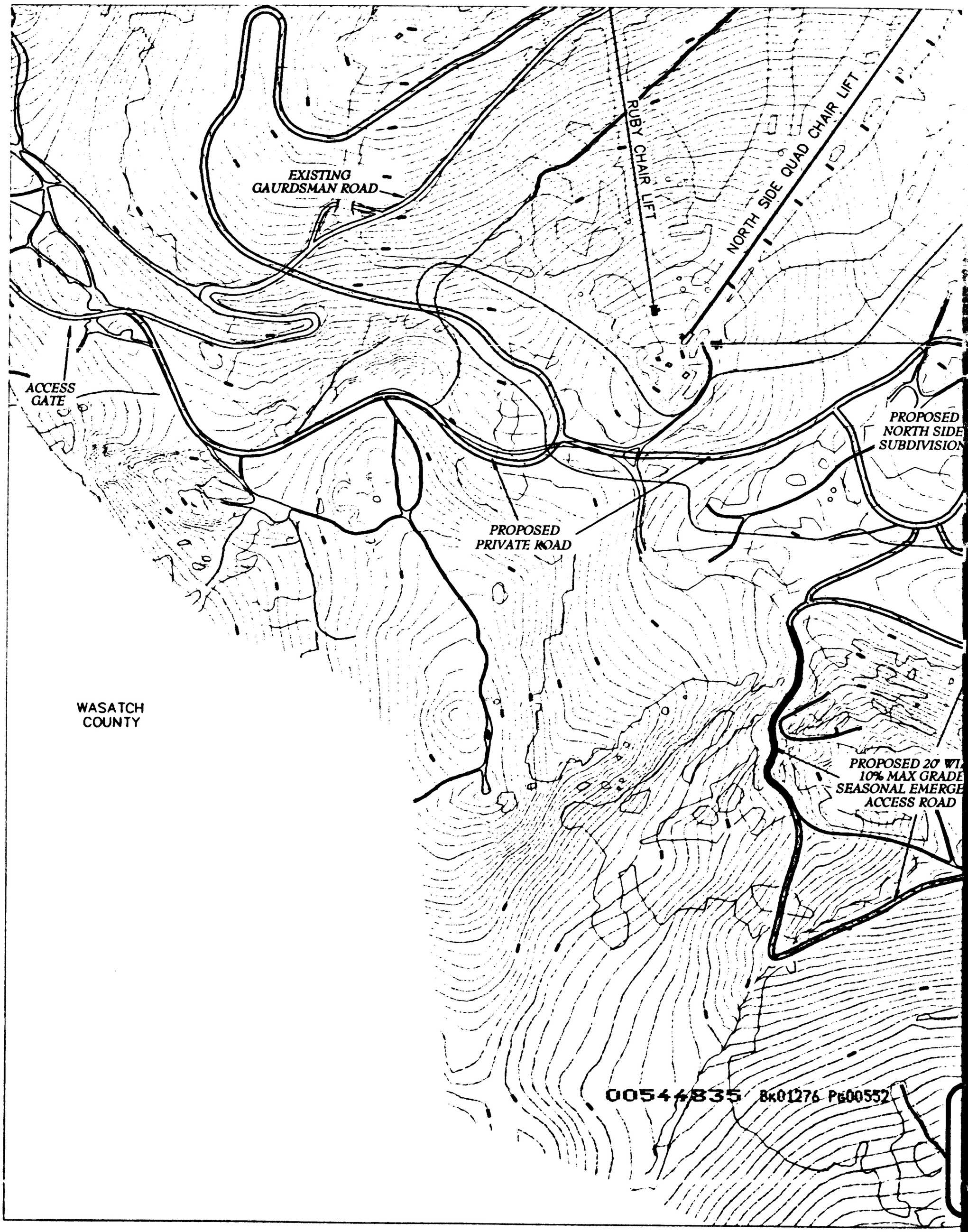
PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS

FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ROAD-EX

00544835 Bk01276 Pg00551



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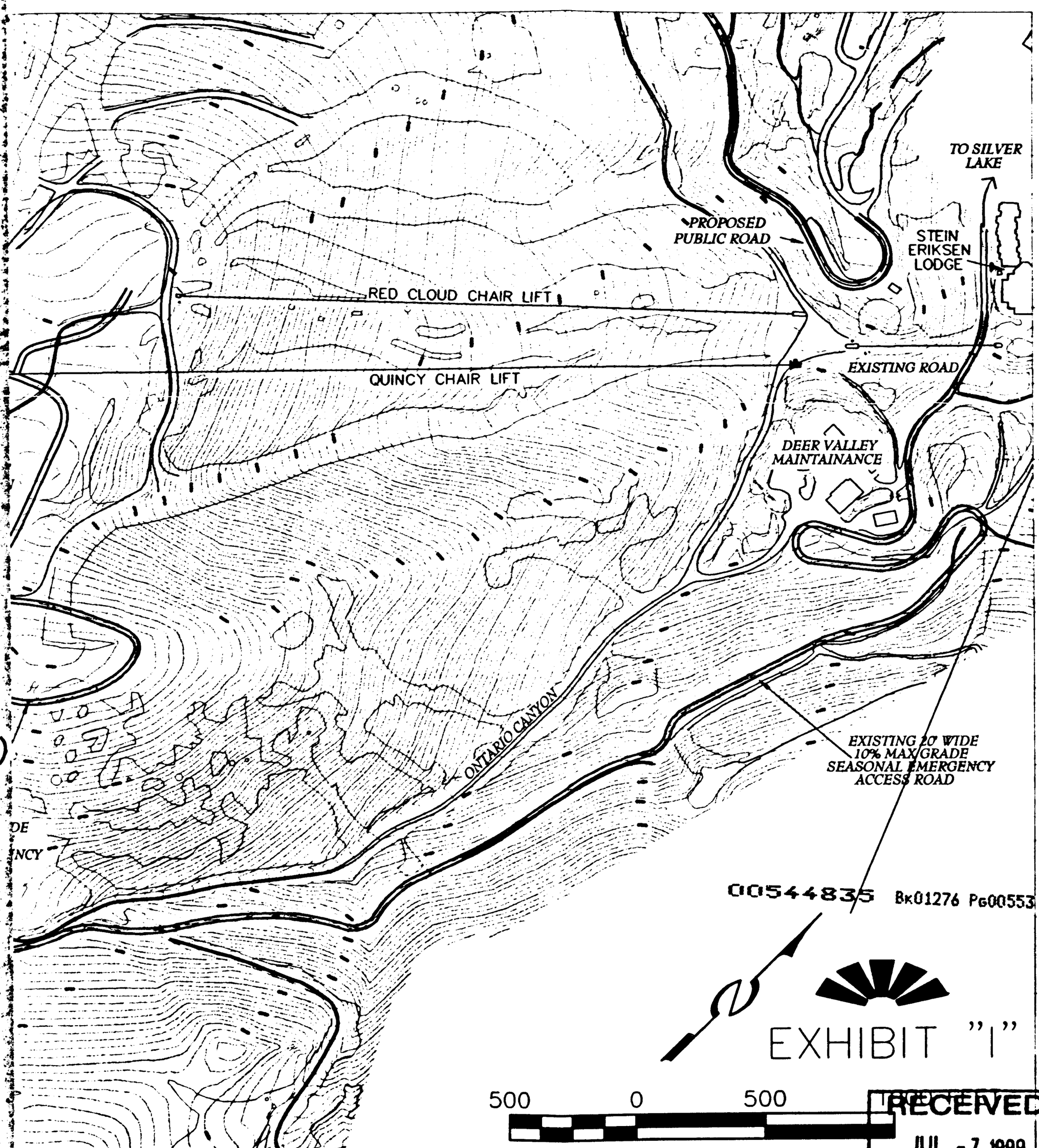
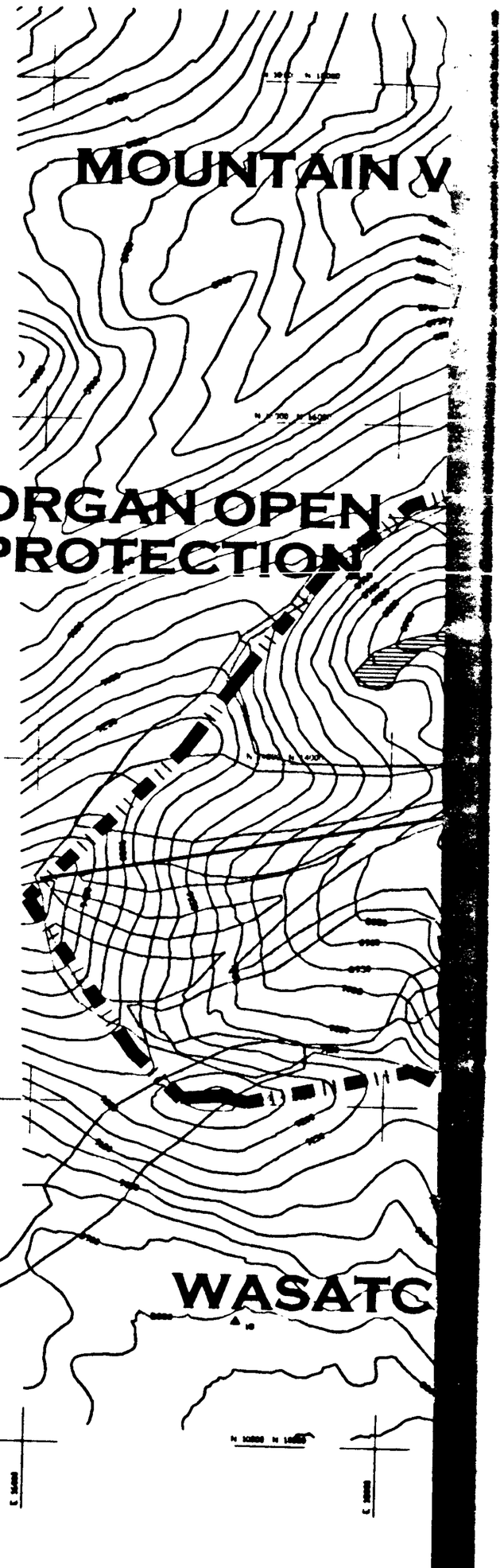


00544835 Bk01276 Pg00553

EXHIBIT "I"

RECEIVED
JUL - 7 1999
PARK CITY DEPT.

(435) 649-9467 Alliance Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 423 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN BASIN PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROADS-EX2



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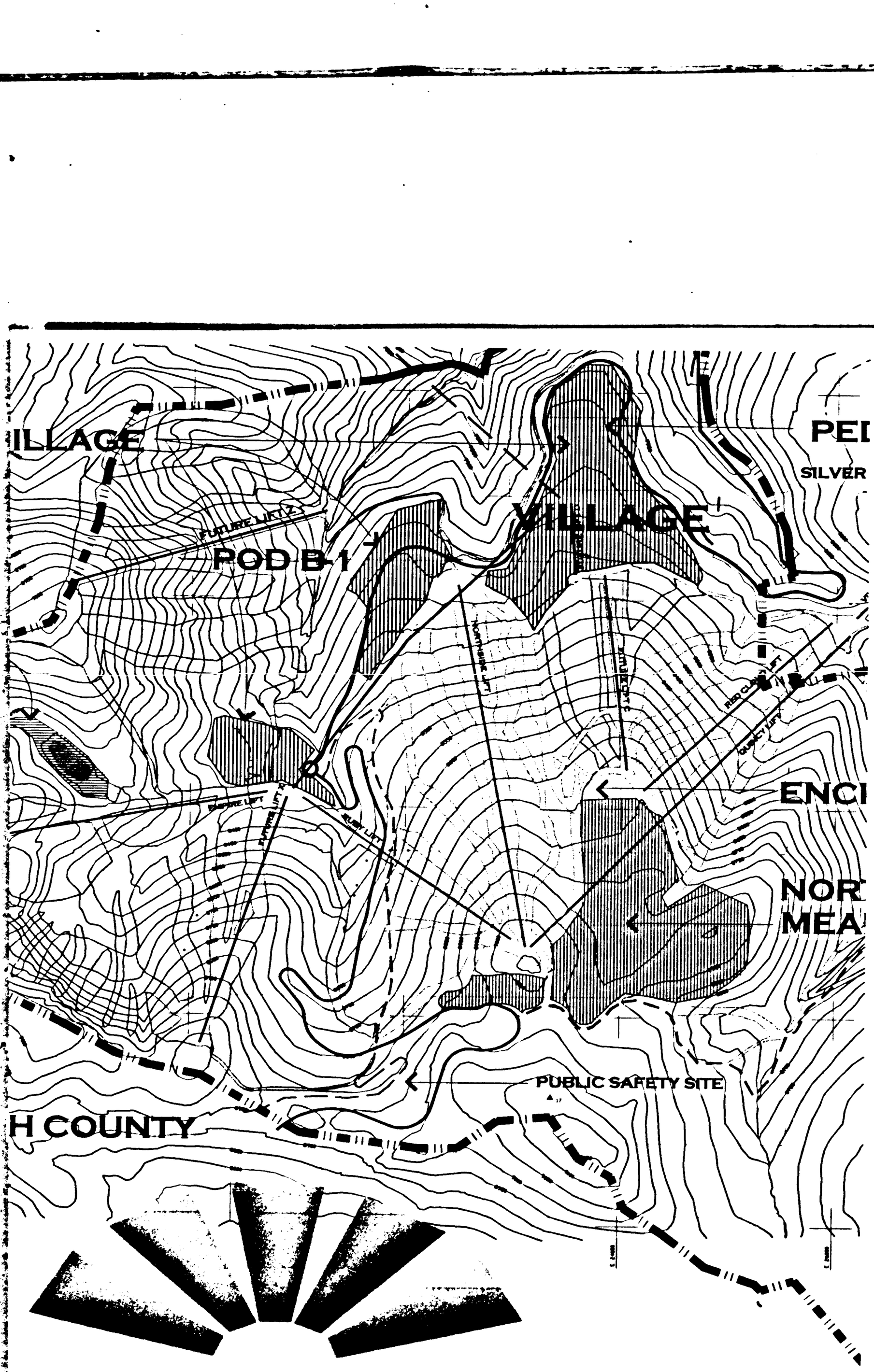
JUNE 1999

0 400 800 2000



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LAND PLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00555

EXHIBIT J

00544835 Bk01276 Pg00556

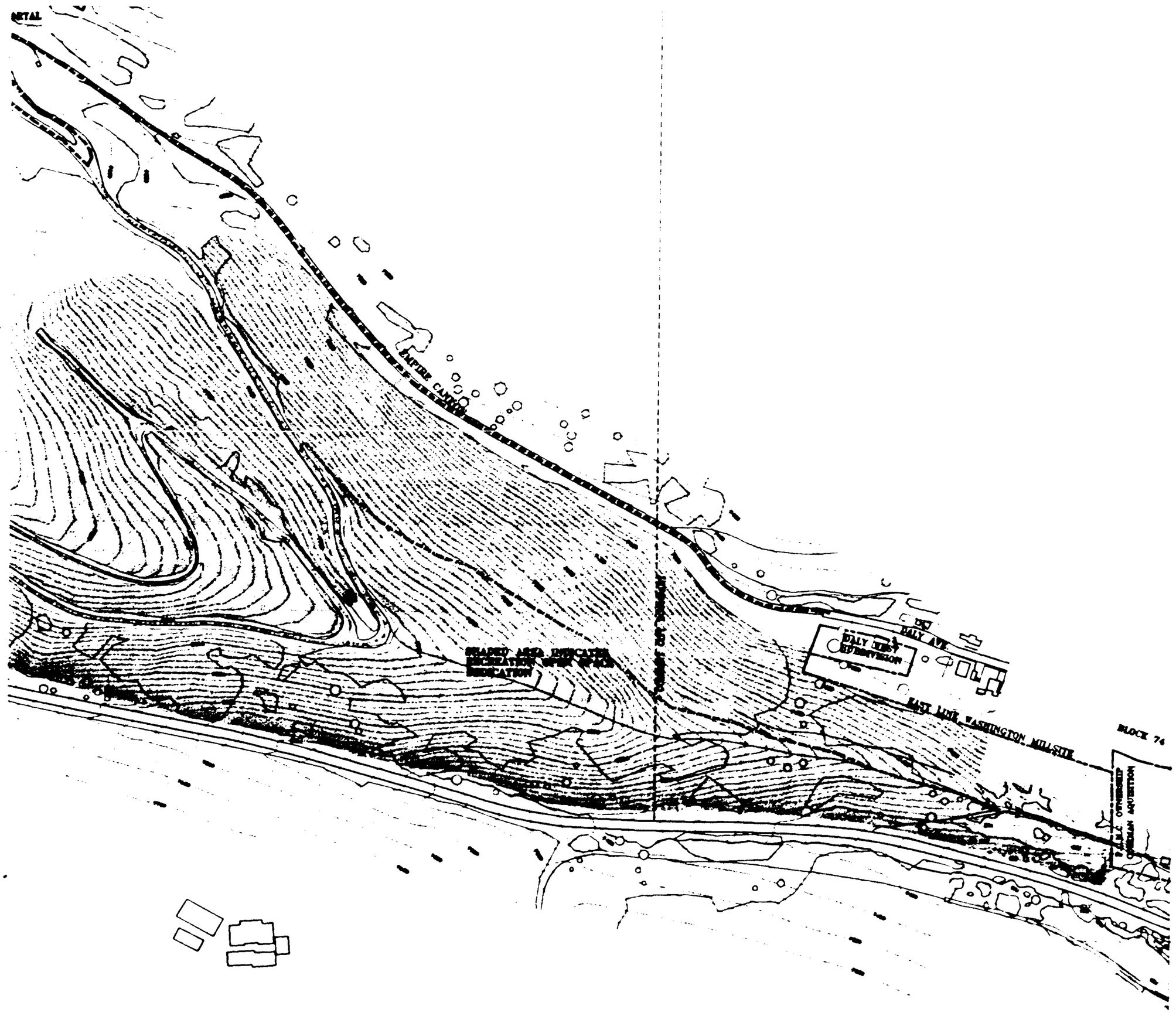


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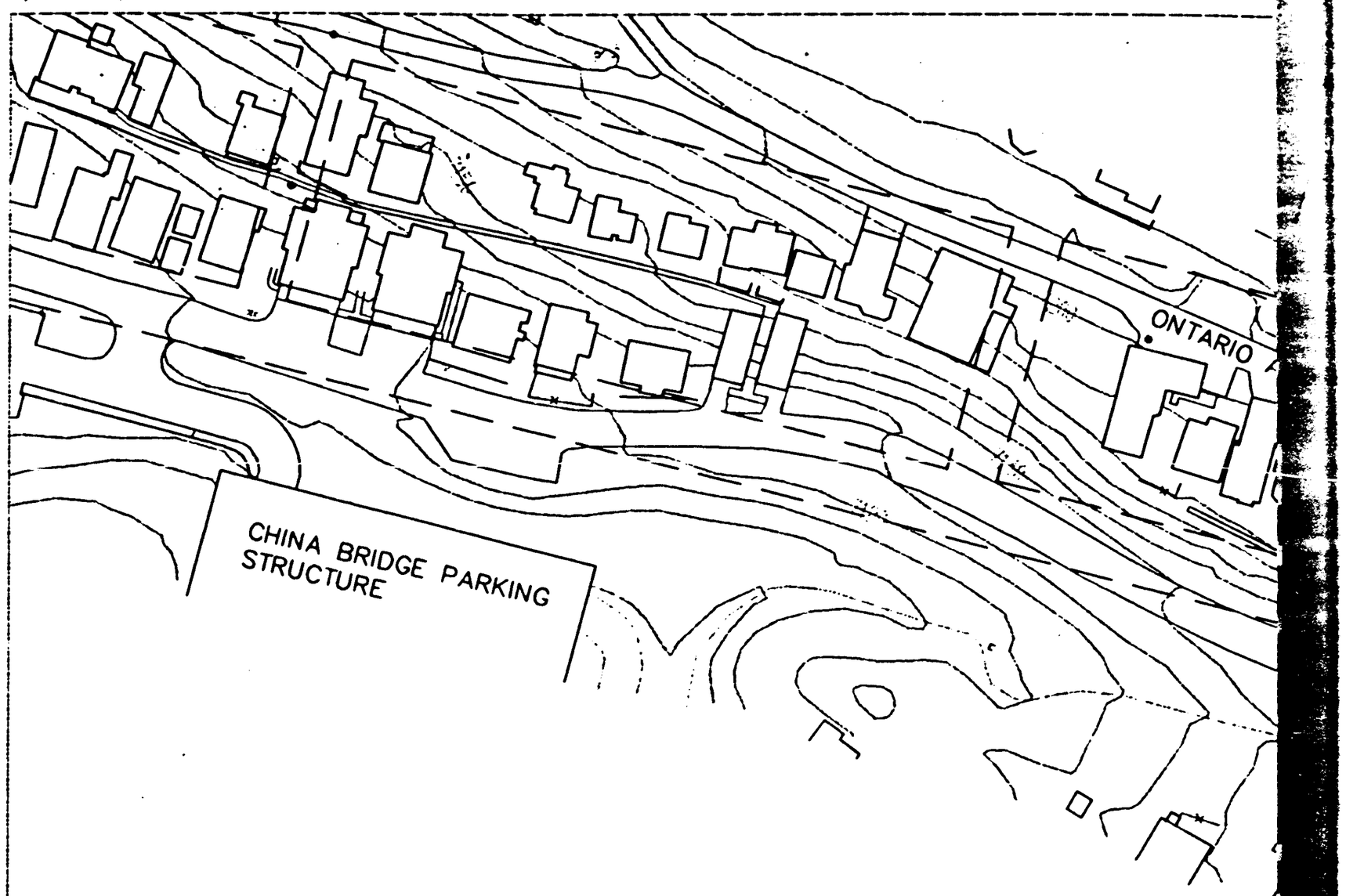
EXHIBIT "K"

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.

(435) 649-9467 Alliance Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2864 Park City, Utah 84060	REVISED: 8-7-98 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-30-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT PROSPECT RIDGE ROS DEDICATION FOR: UPCMC JOB NO.: 17-4-96 FILE: UPCMC\D\SR-PRELM



00544835 Bk01276 Pg00558

100 0 100 200 FEET

EXHIBIT "L"

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

REVISED:

STAFF:
S. DECKERT

DATE: 9-1-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN
SAND RIDGE PARK
HILLSIDE LAND
FOR: UNITED PARK CITY MINES

JOB NO.: 5-2-84
FILE: UPCMC\D\SANDLAND

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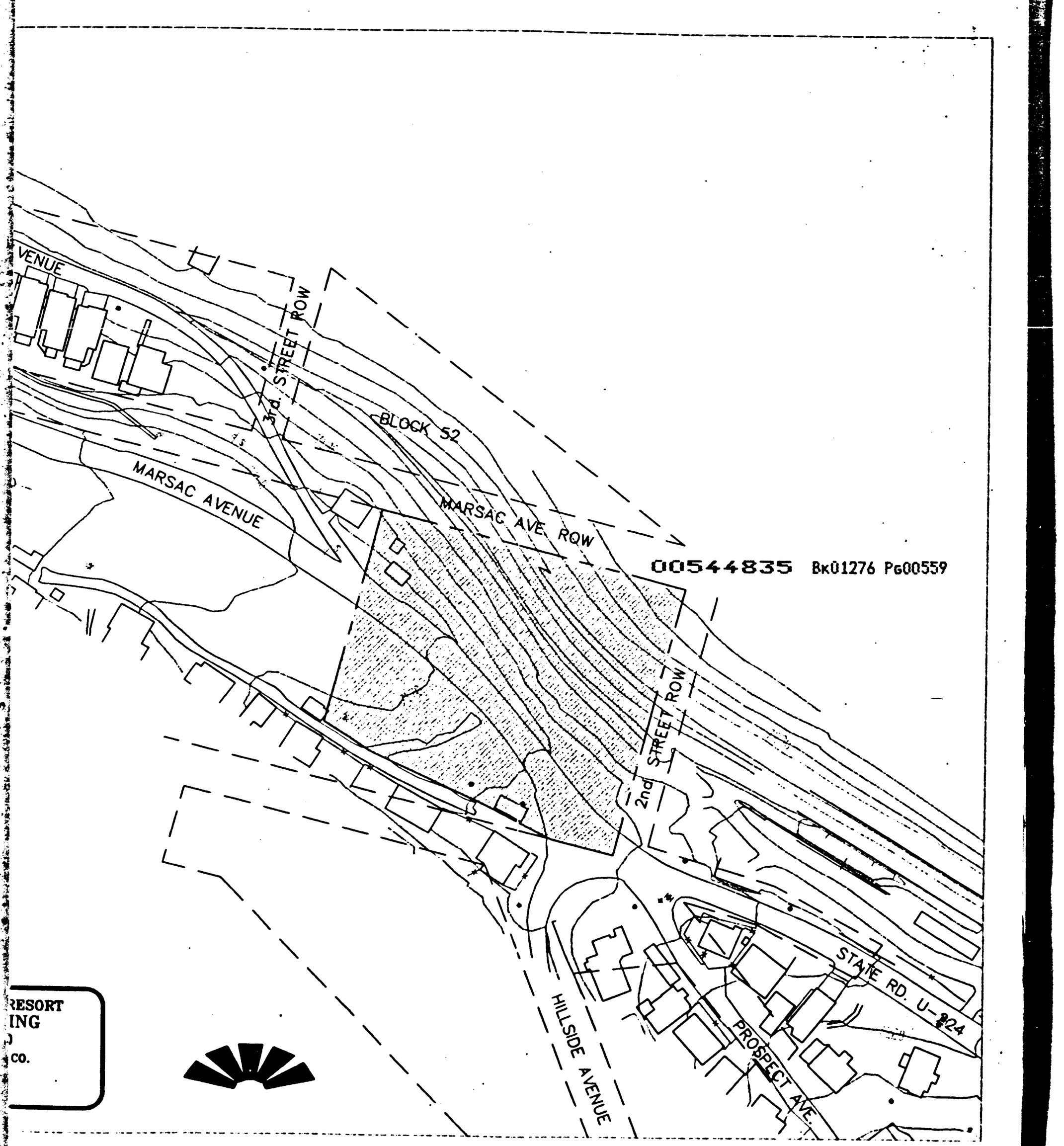
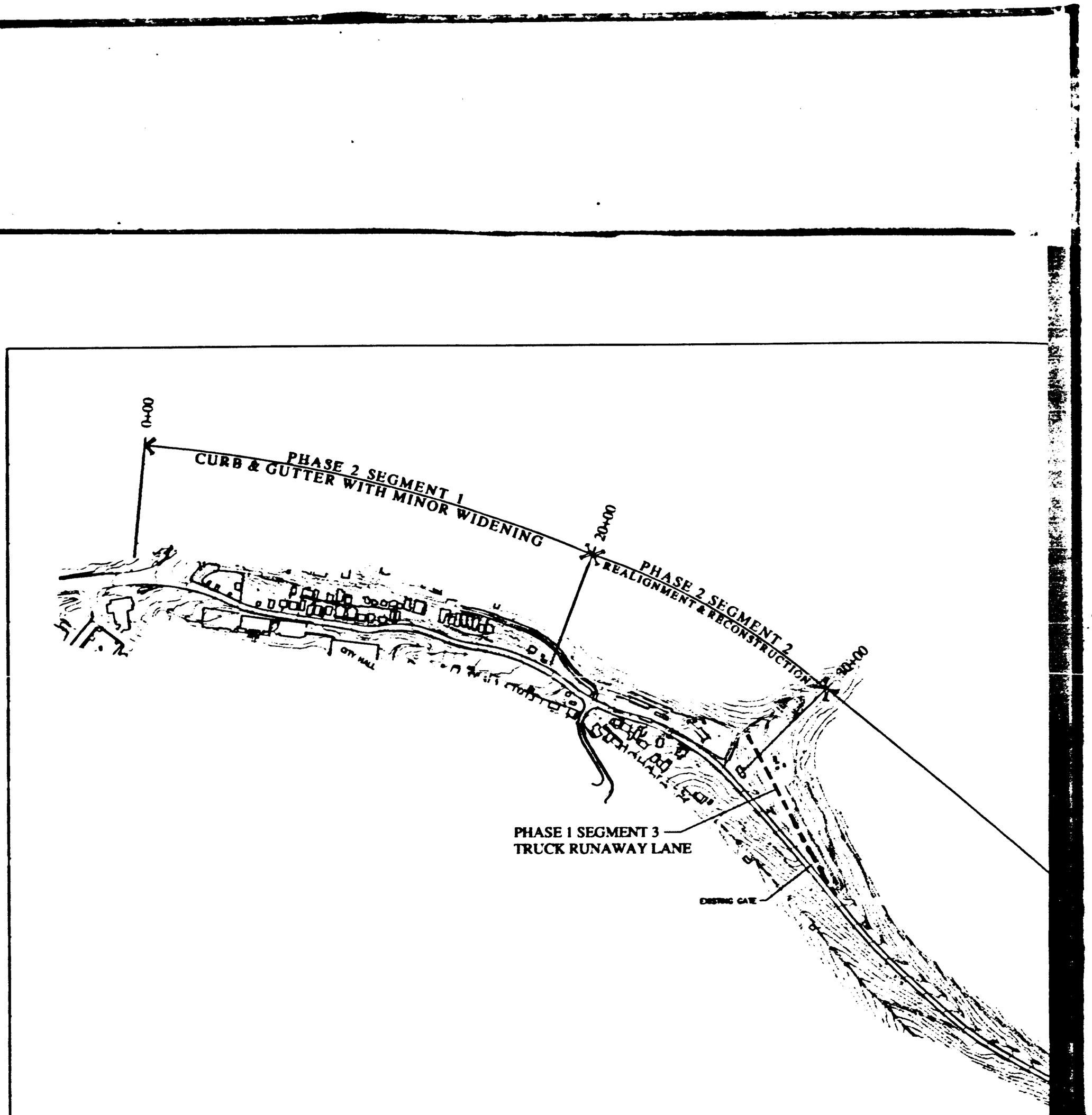


RESORT
ING
CO.



00544835 Bk01276 Pg00560

EXHIBIT "M"

600 0 600 1200 FEET

(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 355 North Main P.O. Box 3004 Park City, Utah 84060	REVISED:	STAFF: J. DEMKOWICZ L. UJHELY DATE: 1/20/99	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPCMC JOB NO.: 28-8-91 FILE: UPCMC\OVERALL\D\RD600

00544835 Bk01276 Pg00561

Exhibit M

The Flagstaff Mountain Resort
At
Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements
Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

00544835 Bk01276 Pg00562

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

00544835 Bk01276 Pg00563

Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

⇒ **Widen the road needs where necessary**

⇒ **Increase the overall level of service**

⇒ **Curb and gutter installed in residential areas**

⇒ **Install a runaway truck lane uphill from the residential area**

⇒ **Install hydrologic controls where necessary**

⇒ **Install a passing lane below the Ontario Mine**

⇒ **Improve the grade where practical**

* * *

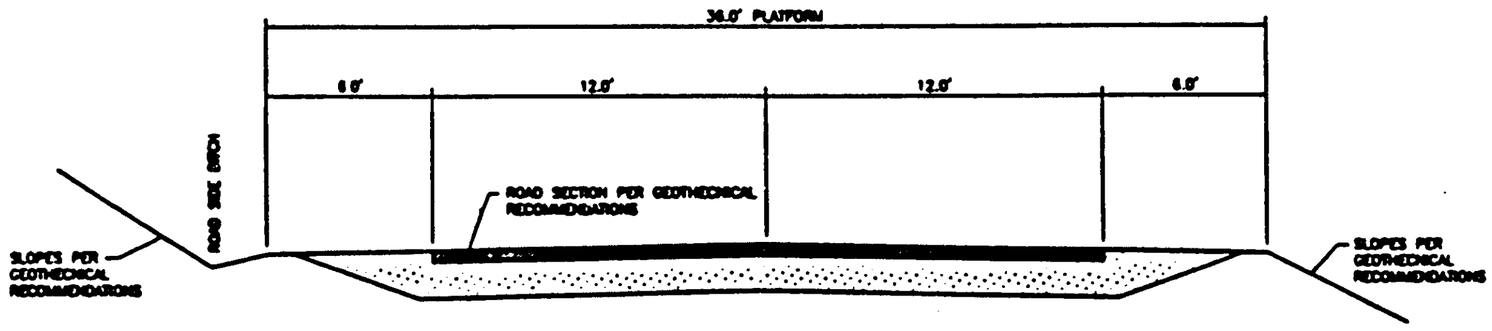
00544835 Bk01276 Pg00564

Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent steam at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



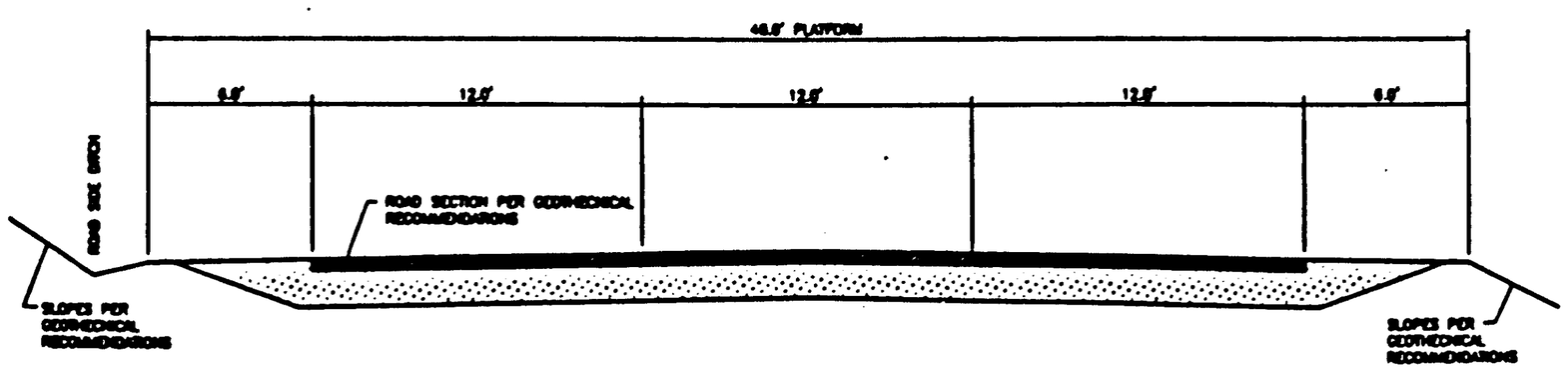
ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00565

Segment 2- Station 70+00 to Station 100+00

Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing land is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



ONTARIO CANYON ROAD – PUBLIC ROAD
PASSING LANE

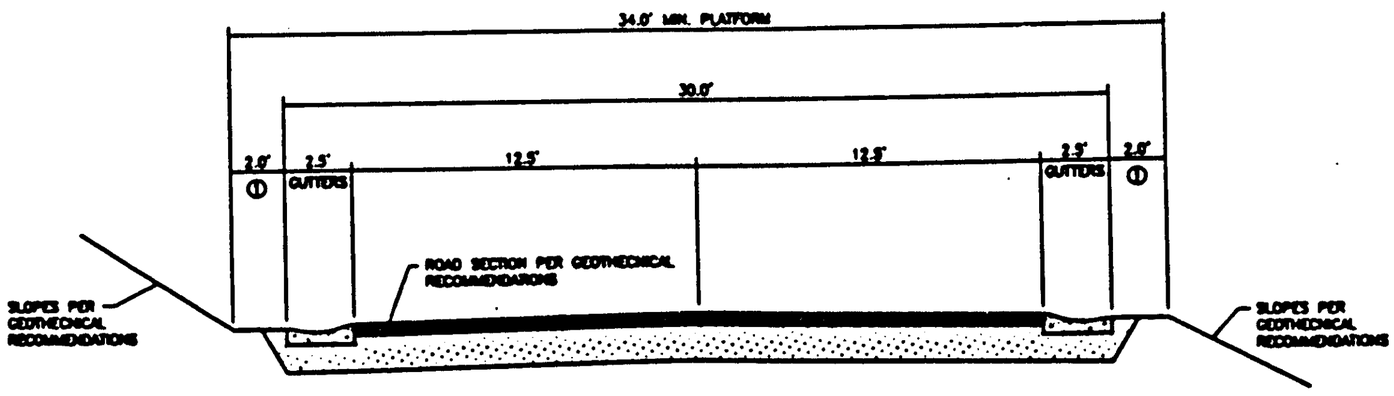
00544835 Bk01276 Pg00566

Phase II

Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



MARSAC AVE – PUBLIC ROAD
DEER VALLEY DRIVE TO HILLSIDE AVE

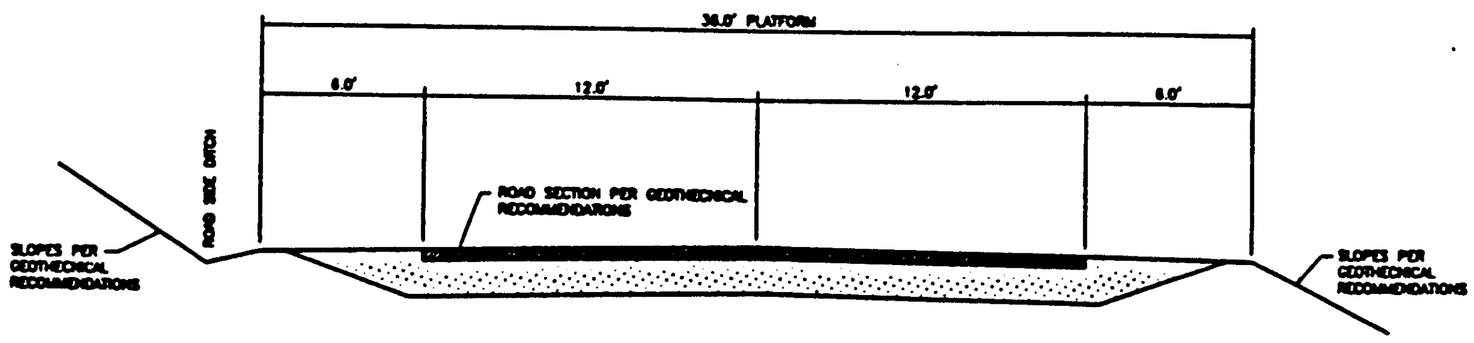
NOTE:
① SHOULDERS TO BE WIDENED TO 5' WHERE PRACTICAL WITHOUT SIGNIFICANT EARTHWORK AND/OR RETAINING WALL CONSTRUCTION.

00544835 Bk01276 Pg00567

Segment 2. Station 20+00 to Station 30+00

The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

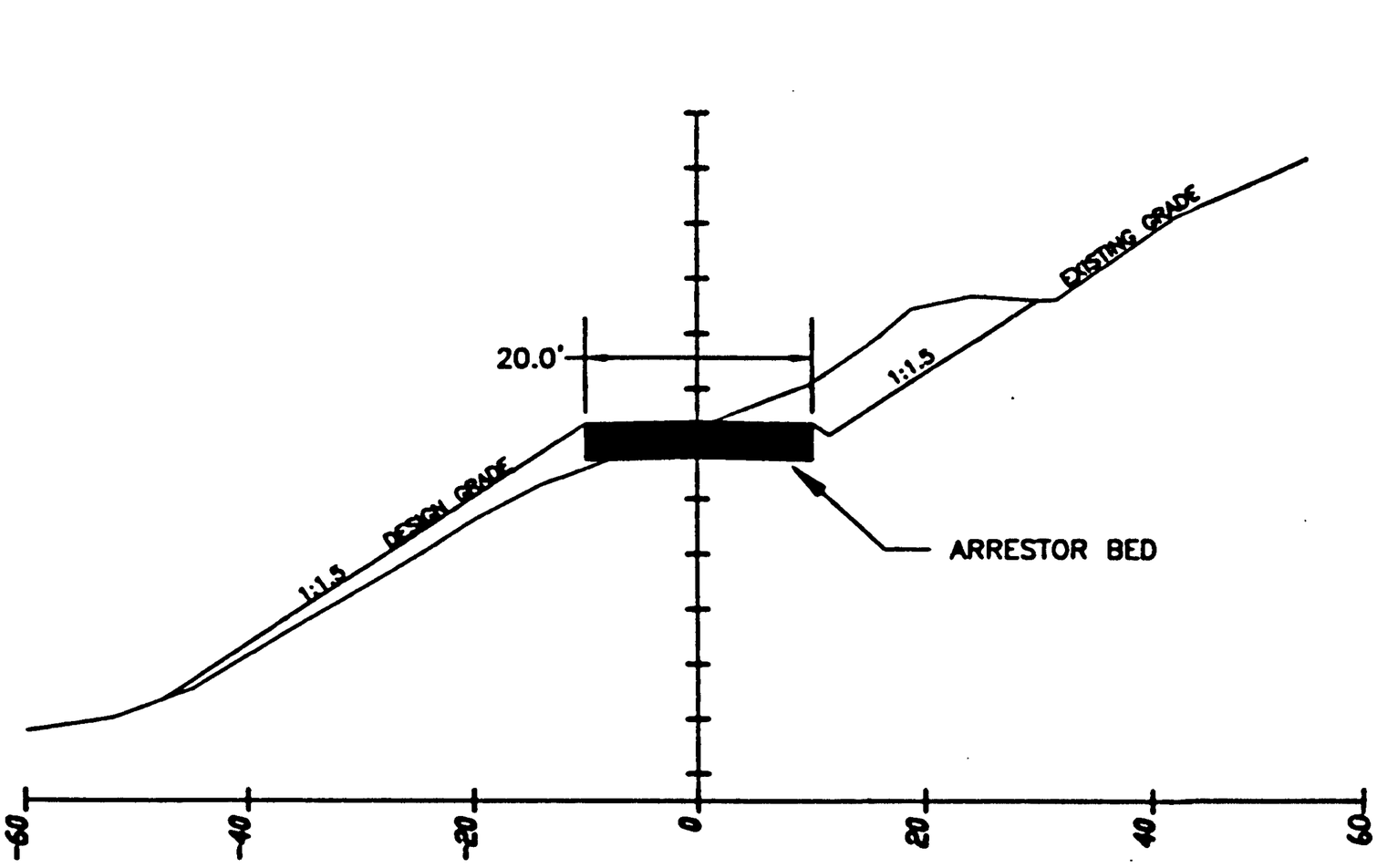


ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



TYPICAL SECTION

00544835 Bk01276 Pg00569

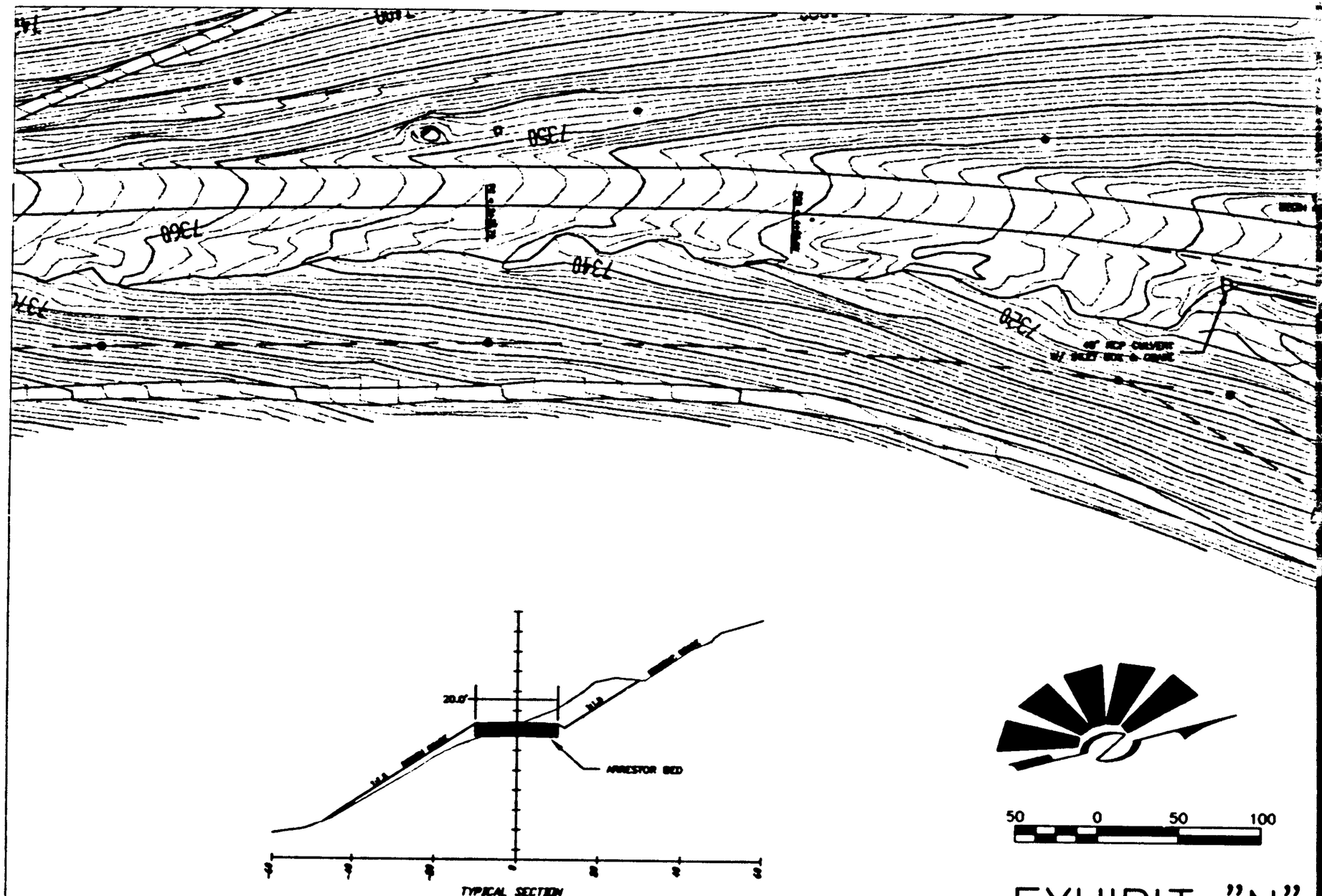
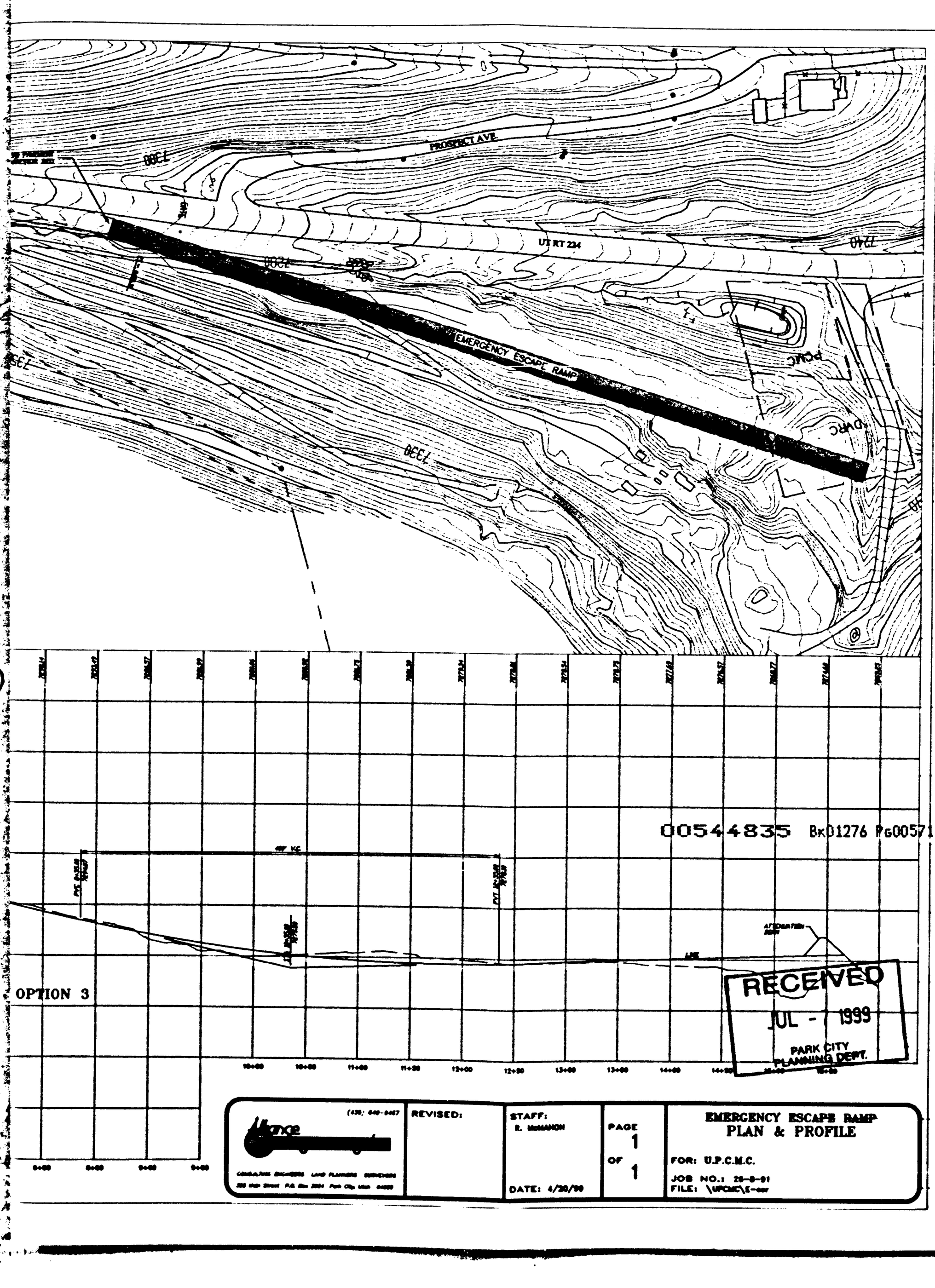


EXHIBIT "N"

PROFILE

00544835 Bk01276 Pg00570



0054483S Bk01276 Pg00571

RECEIVED
JUL - 1999
PARK CITY
PLANNING DEPT.

(435) 649-9467

REVISED:

STAFF:
R. McMAHON

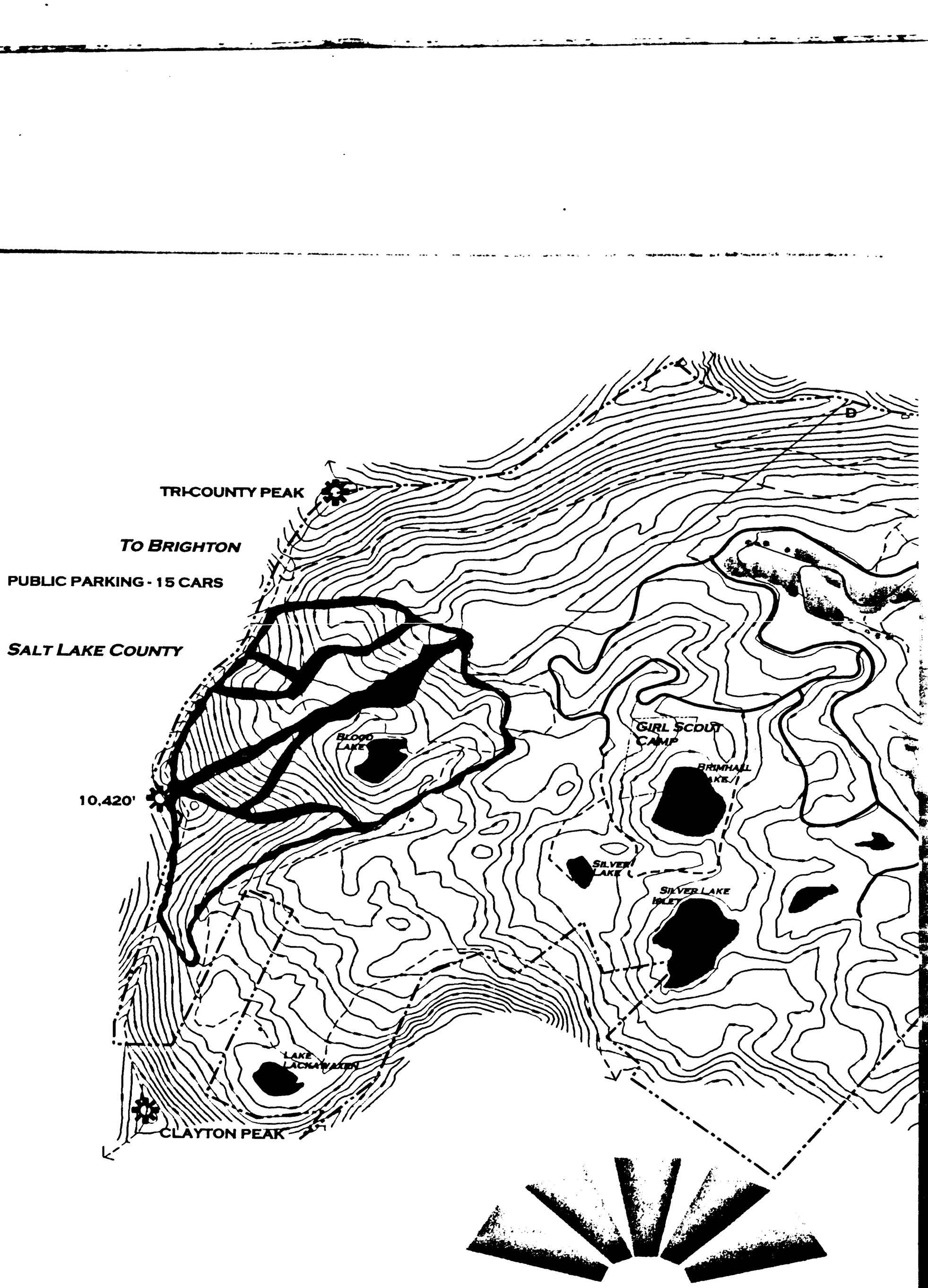
DATE: 4/20/99

PAGE 1 OF 1

EMERGENCY ESCAPE RAMP
PLAN & PROFILE

FOR: U.P.C.M.C.

JOB NO.: 28-8-91
FILE: \UPCMC\E-xxx



JUNE 1999

0 400 800 2000

BONANZA MOUNTAIN

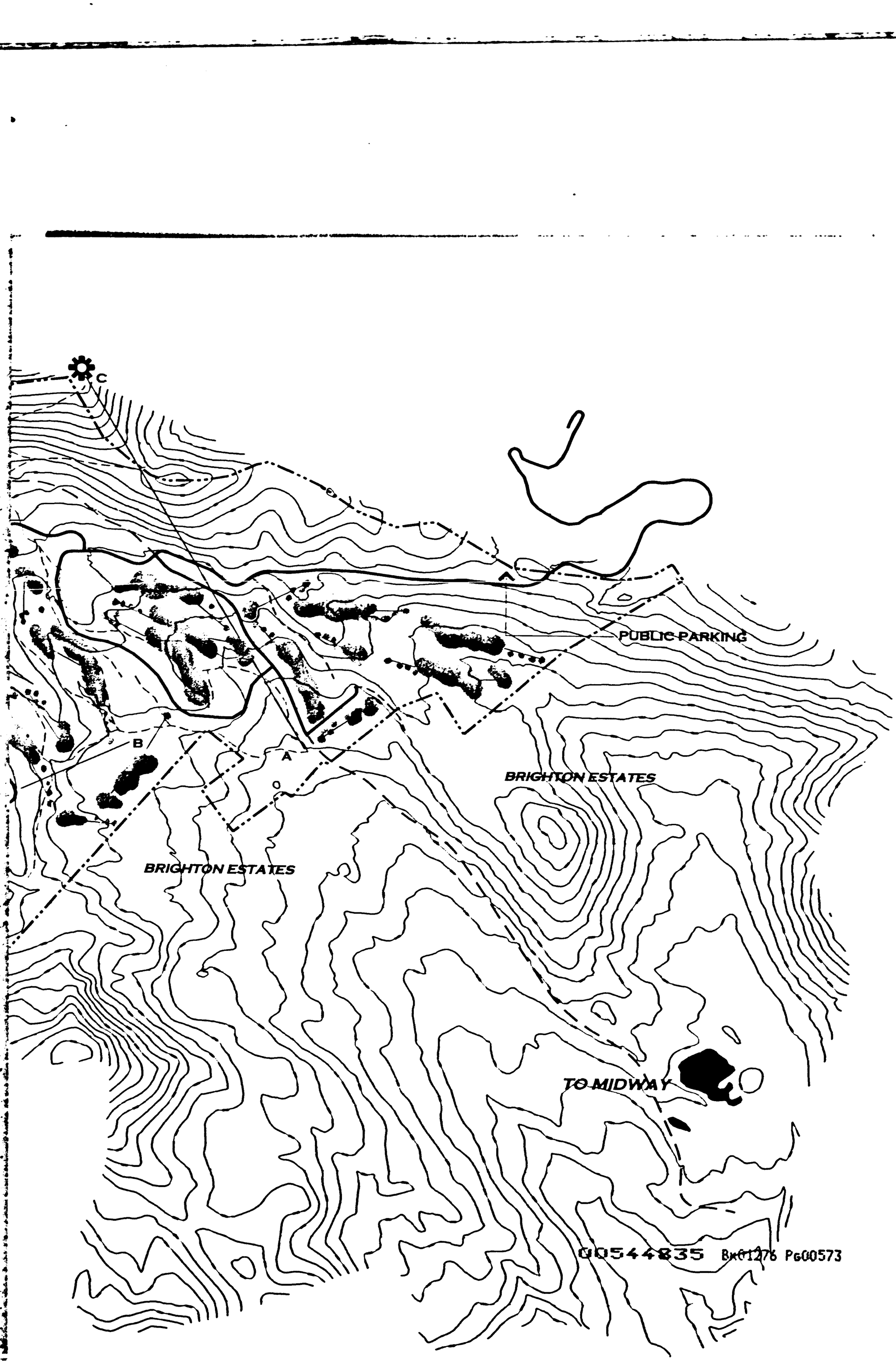
WASATCH COUNTY, UTAH

00544835 Bk01276 Pg00572

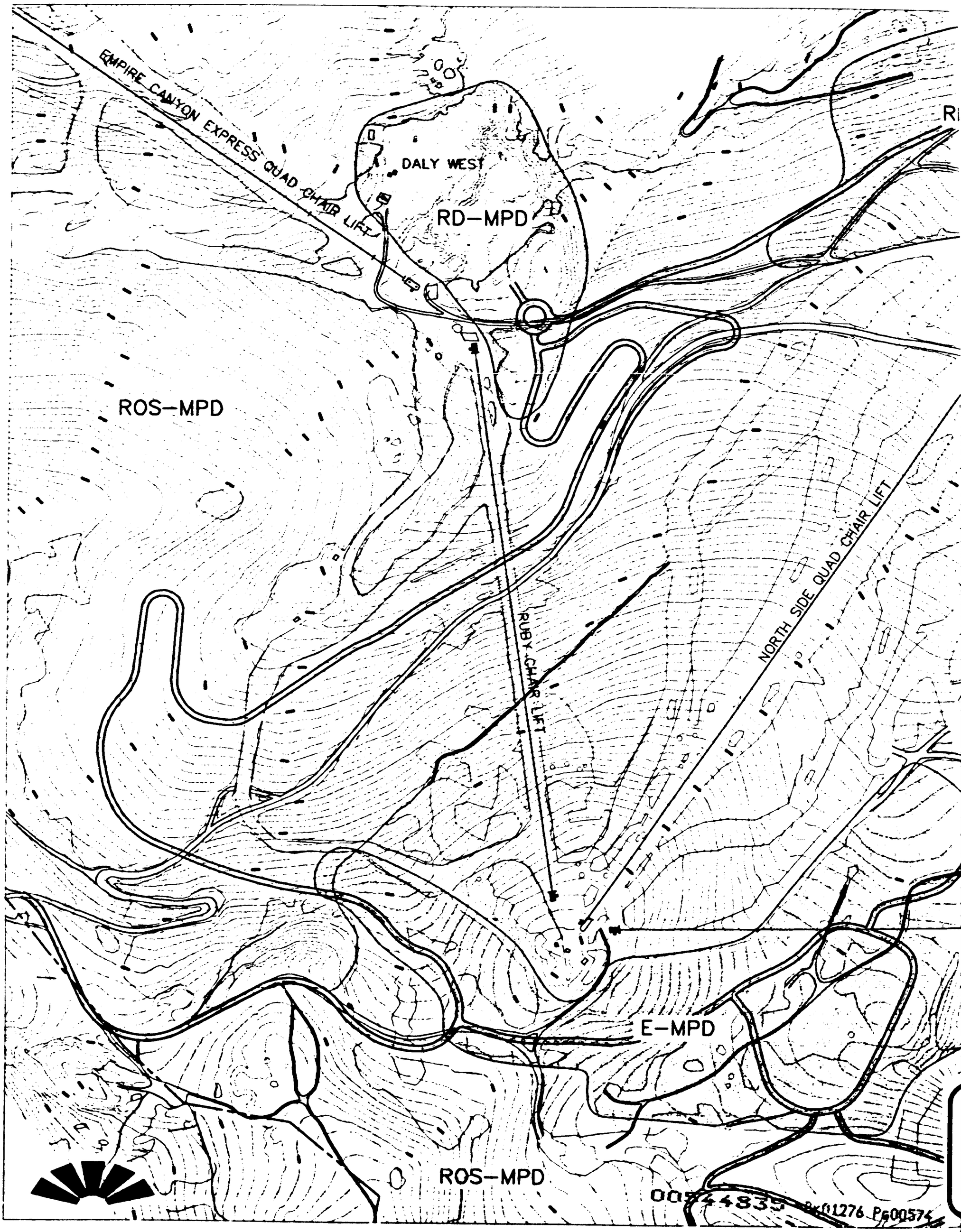
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

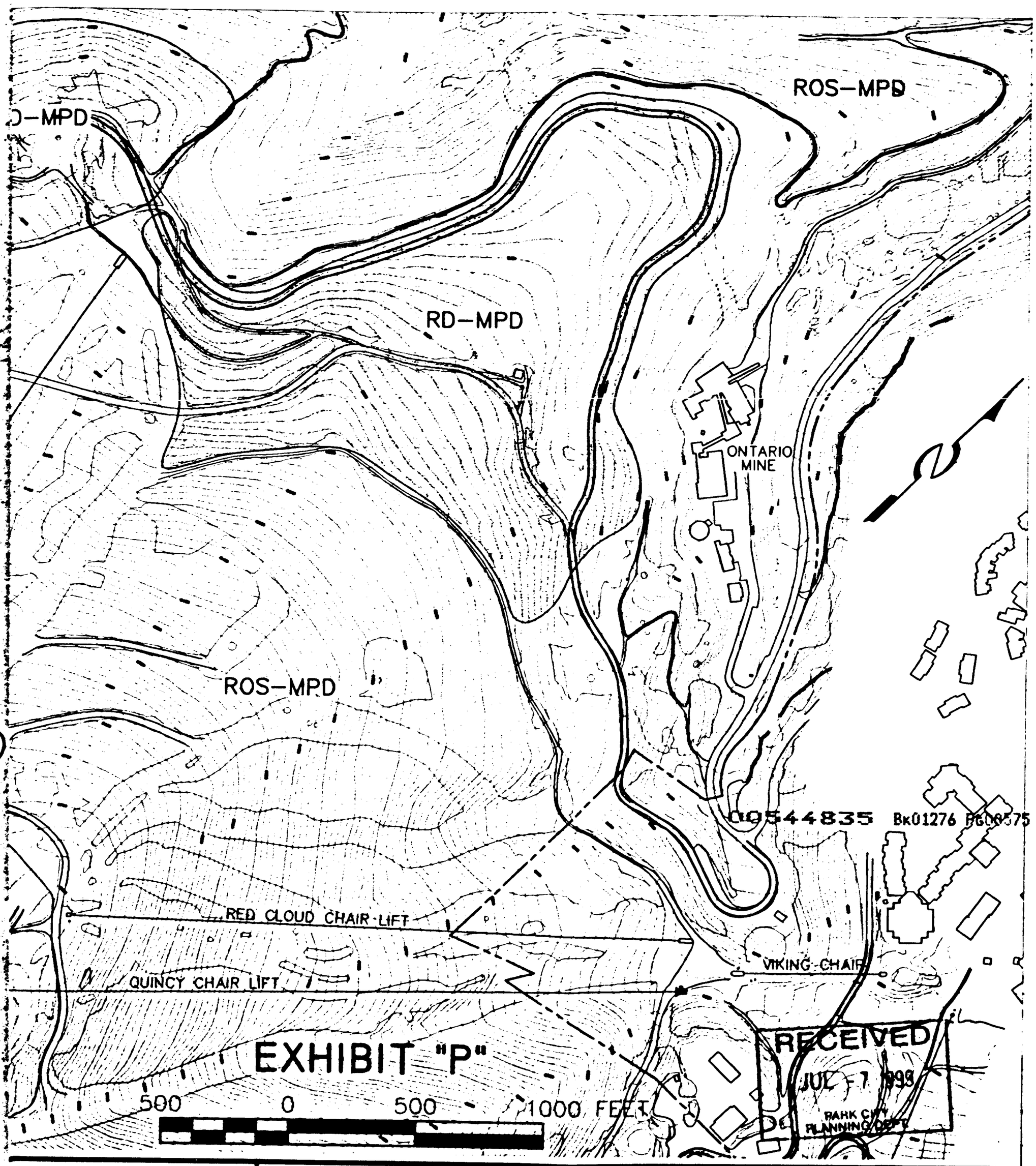
LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1788
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT O



00544835 Bk01276 Pg00573


EMPIRE CANYON EXPRESS QUAD CHAIR LIFT
DALY WEST
RD–MPD
ROS–MPD
RUBY CHAIR LIFT
NORTH SIDE QUAD CHAIR LIFT
E–MPD
ROS–MPD
00744835 Bk01276 Pg00574



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

REVISED:

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-9-99

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"

FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ZONING

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

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

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

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

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

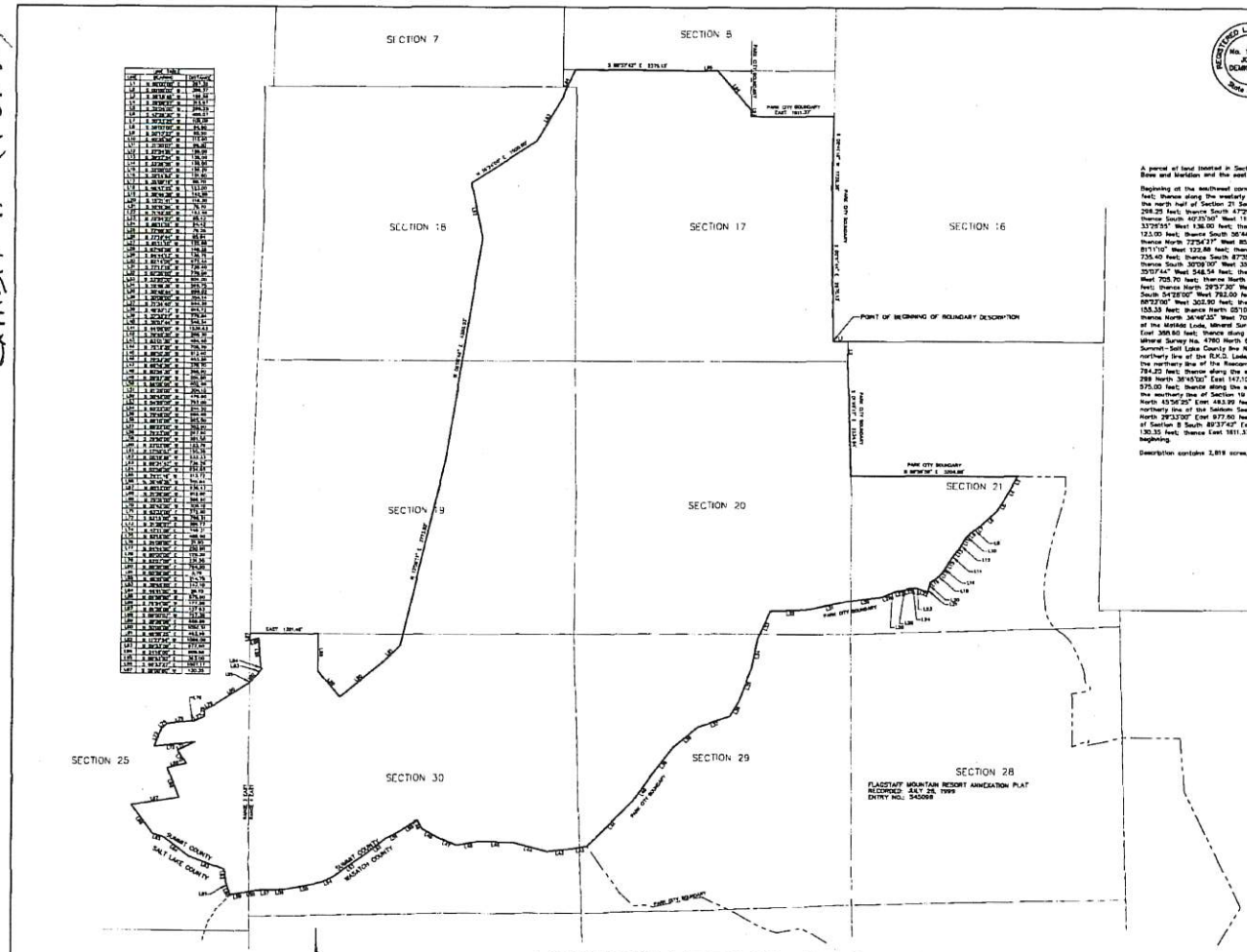
Approved as to form:

Mark D. Harrington, City Attorney



00806099 B: 1850 P: 1794 Page 5 of 103 Summit County

EXHIBIT A (1 OF 2)



ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

John Demkowicz — Date

BOUNDARY DESCRIPTION

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 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the southerly line of Section 18 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°48'17" East 2234.84 feet; thence along the southerly line of the north half of Section 21 South 89°54'09" East 3204.88 feet; thence South 28°18'43" West 184.56 feet; thence South 29°26'37" West 215.97 feet; thence South 32°54'00" West 208.25 feet; thence South 47°29'30" West 406.07 feet; thence South 80°23'25" West 105.08 feet; thence South 56°30'00" West 84.90 feet; thence South 50°15'25" West 92.80 feet; thence South 40°25'30" West 110.80 feet; thence South 31°39'07" West 88.30 feet; thence South 27°54'51" West 198.00 feet; thence South 08°37'54" West 138.00 feet; thence South 33°28'55" West 136.00 feet; thence South 32°00'53" West 159.20 feet; thence South 32°41'53" West 101.80 feet; thence South 35°09'16" West 88.70 feet; thence South 48°47'25" West 123.00 feet; thence South 36°44'36" West 142.80 feet; thence South 15°27'41" West 116.30 feet; thence South 10°41'54" West 78.70 feet; thence North 71°57'35" West 183.60 feet; thence North 72°54'27" West 85.42 feet; thence South 86°11'58" West 84.42 feet; thence South 77°48'30" West 78.25 feet; thence South 77°19'44" West 81.84 feet; thence South 81°11'10" West 122.88 feet; thence South 82°05'58" West 149.25 feet; thence South 84°44'13" West 136.79 feet; thence South 82°14'00" West 872.44 feet; thence South 77°17'18" West 735.40 feet; thence South 87°35'00" West 778.50 feet; thence South 23°05'00" West 604.00 feet; thence South 10°48'36" West 568.75 feet; thence South 20°48'44" West 886.02 feet; thence South 30°09'00" West 334.14 feet; thence South 71°34'40" West 644.36 feet; thence South 48°33'13" West 818.72 feet; thence South 37°33'27" West 779.84 feet; thence South 05°07'44" West 548.54 feet; thence East 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 86°10'30" West 812.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 378.70 feet; thence North 80°54'30" West 368.90 feet; thence North 29°57'30" West 301.20 feet; thence South 56°38'00" West 402.00 feet; thence South 81°28'00" West 304.10 feet; thence South 30°42'00" West 476.80 feet; thence South 54°28'00" West 782.00 feet; thence South 83°22'00" West 244.50 feet; thence South 78°48'00" West 685.90 feet; thence South 86°10'00" West 265.50 feet; thence South 68°32'00" West 305.90 feet; thence South 79°32'00" West 267.90 feet; thence South 75°52'00" West 295.50 feet; thence North 23°52'00" West 153.79 feet; thence North 17°52'03" West 155.35 feet; thence North 05°10'28" West 233.33 feet; thence North 89°34'42" West 736.25 feet; thence North 52°30'00" West 834.65 feet; thence North 74°19'18" West 213.72 feet; thence North 36°49'35" West 701.84 feet; thence along the southerly line of the Meridian Lode, Mineral Survey No. 4858 North 80°12'30" East 836.47 feet; thence along the southerly line of the Middle Lode, Mineral Survey No. 4858 North 21°36'00" West 812.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5384 North 75°31'00" East 388.80 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4780 North 35°42'00" West 308.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4780 North 83°32'00" East 372.60 feet; thence along the southerly line of the Wasatch Lode, Lot 281 South 83°15'30" West 788.21 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 145.21 feet; thence along the northerly line of the R.K.G. Lode, Lot 287 North 83°15'00" East 489.80 feet; thence along the westerly line of the R.K.G. Lode, Lot 287 South 24°08'00" East 21.80 feet; thence along the northerly line of the Rexcamp Lode, Lot 286 North 84°44'00" East 250.80 feet; thence North 12°19.30 feet; thence North 83°07'00" East 231.20 feet; thence North 56°30'00" East 784.20 feet; thence along the west line of Section 30 North 00°38'00" East 1.70 feet; thence North 45°41'00" East 274.75 feet; thence along the northerly line of the Hope Lode, Lot 288 North 36°45'00" East 147.10 feet; thence along the westerly line of the Pique No. 3 Lode, Mineral Survey No. 4742 North 44°41'00" West 28.10 feet; thence North 04°53'00" 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 16 1321.44 feet; thence South 00°00'07" West 757.38 feet; thence South 39°28'00" East 859.86 feet; thence North 56°00'00" East 1050.51 feet; thence North 45°56'25" East 483.99 feet; thence North 73°09'11" East 3773.82 feet; thence North 09°05'48" East 4380.03 feet; thence North 11°27'54" West 1099.08 feet; thence along the northerly line of the Saldom Seer No. 4, Mineral Survey No. 5091 North 56°24'00" East 1500.00 feet; thence along the northerly line of the Saldom Seer No. 3, Mineral Survey 5091 North 29°33'00" East 977.50 feet; thence along the northerly line of the Saldom Seer No. 2, Mineral Survey No. 3581 North 24°18'00" East 609.26 feet; thence along the southerly line of Section 8 South 89°37'42" East 2375.13 feet; thence along the southerly line of Section 9 North 89°52'52" East 383.00 feet; thence South 40°32'27" East 1807.17 feet; thence South 130.35 feet; thence East 1611.37 feet; thence South 00°41'48" 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.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name — Title

ACKNOWLEDGMENT

State of Utah)ss
County of Summit

On this _____ day of _____ 2007 _____ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah — Printed Name

Residing in: _____ My Commission Expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name — Title

ACKNOWLEDGMENT

State of Utah)ss
County of Summit

On this _____ day of _____ 2007 _____ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah — Printed Name

Residing in: _____ My Commission Expires: _____

SHEET 1 OF 2

2/15/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

Alliance Engineering (435) 649-9467 — CONSULTING ENGINEERS LAND PLANNERS SURVEYORS — 222 Main Street P.O. Box 2864 Park City, Utah 84060-2864

1000' 0 1000' 2000'

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 2007 A.D.	APPROVED AS TO FORM THIS _____ DAY OF _____, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY RECORDER	BY _____ MAYOR	FEE _____ RECORDER

EXHIBIT A (2 OF 2)

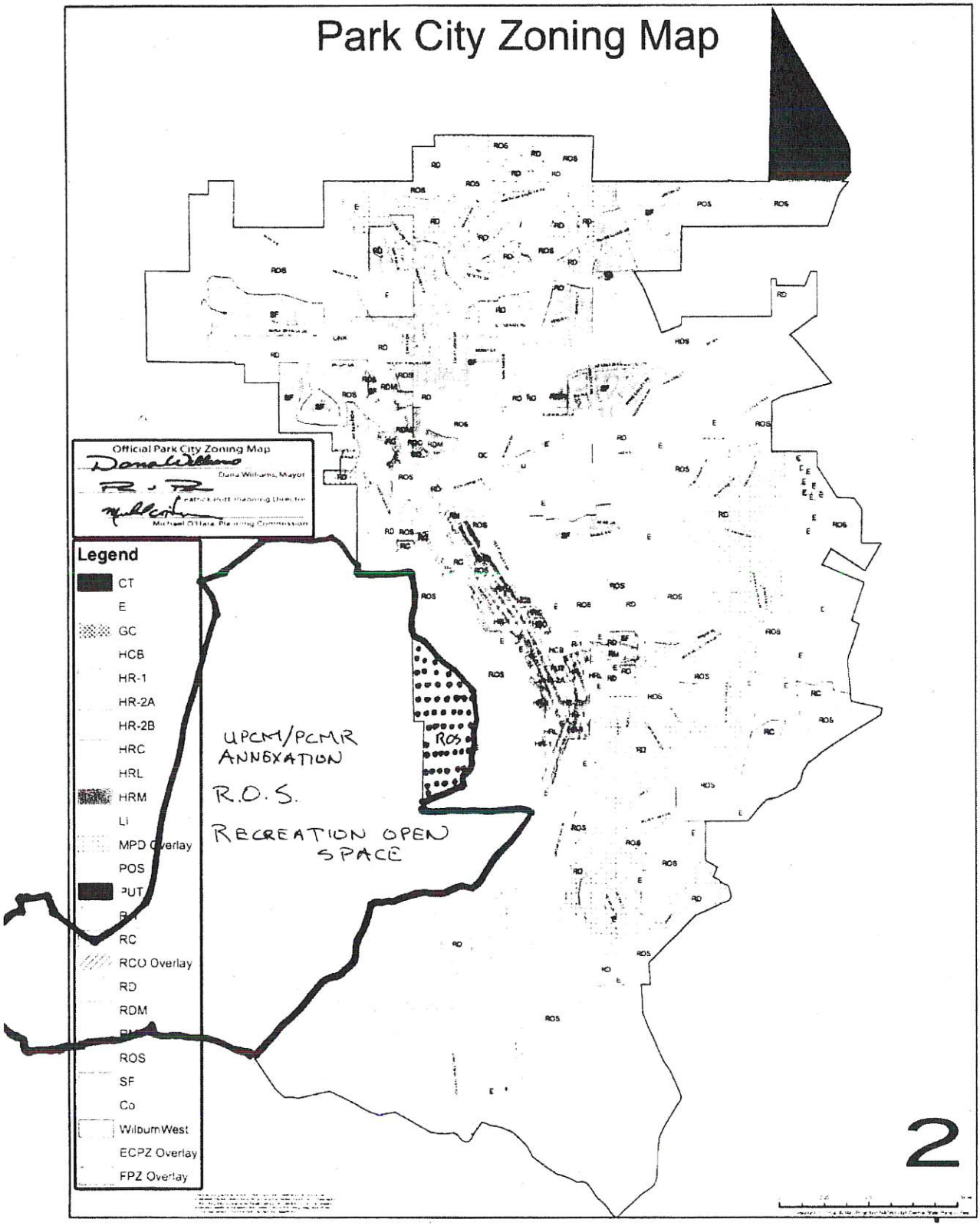


EXHIBIT B - ANNEXATION AGREEMENT

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.

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Recorder

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

By: _____
Authorized Signing Officer

Attest: _____

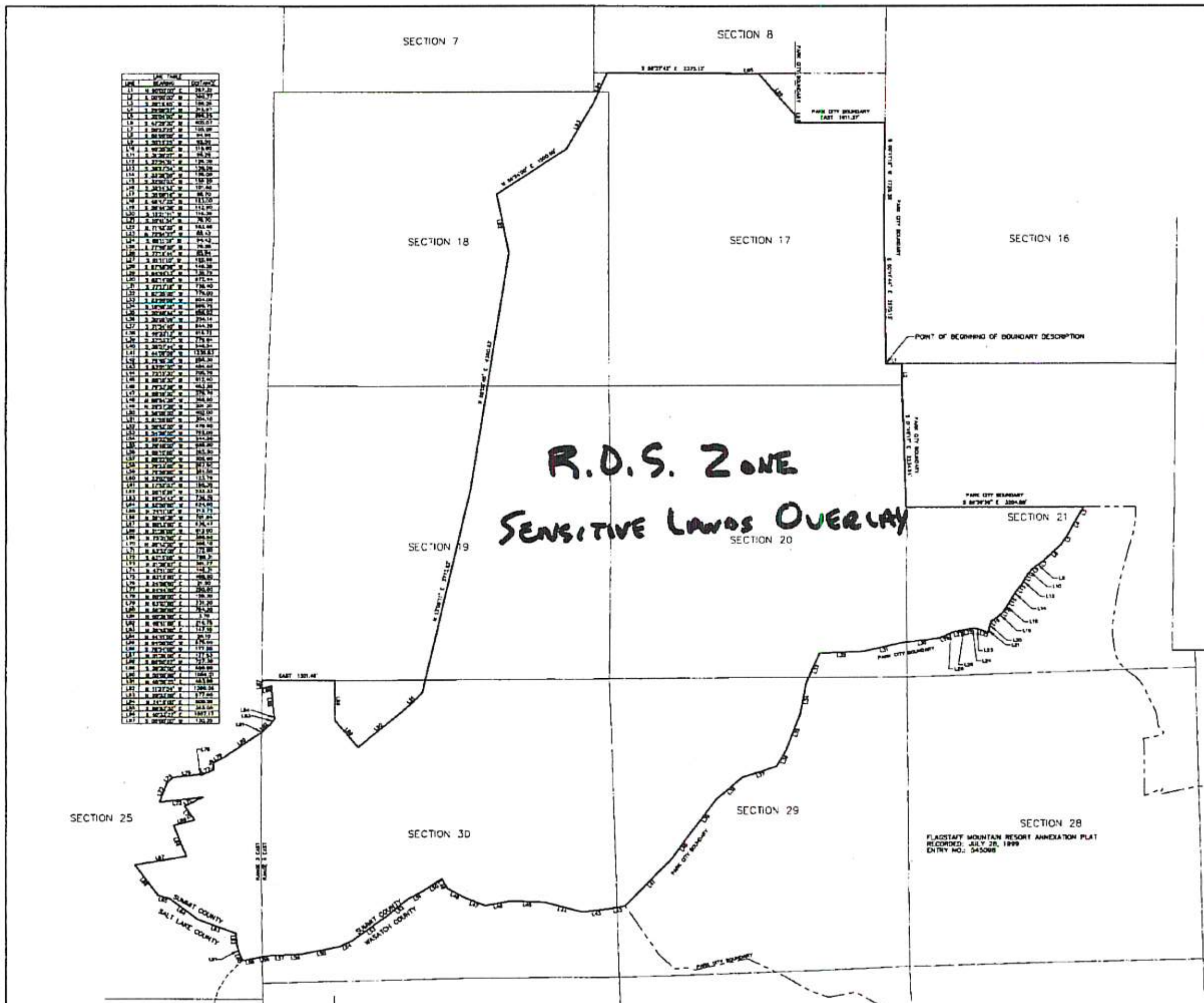
ROYAL STREET LAND COMPANY,
a Utah corporation,

By: _____
Robert W. Wells, Vice President

00806099 B: 1850 P: 1794 Page 12 of 103 Summit County

EXHIBIT "A"
Annexation and Zoning Plat

1 OF 2



ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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 southeast corner of Section 18, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the southerly line of Section 18 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°58'58" East 3204.88 feet; thence South 29°18'45" West 188.58 feet; thence South 29°09'57" West 315.87 feet; thence South 37°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°54'31" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°29'33" West 136.00 feet; thence South 32°00'03" West 159.20 feet; thence South 32°14'53" West 101.90 feet; thence South 35°09'18" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'36" 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 85.43 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°45'56" 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°17'16" 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°48'38" West 569.75 feet; thence South 20°48'44" West 898.02 feet; thence South 30°09'00" West 354.14 feet; thence South 71°34'40" West 844.26 feet; thence South 49°33'13" West 618.72 feet; thence South 37°33'27" West 778.84 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 85°22'00" West 244.50 feet; thence South 78°46'00" 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°10'28" West 233.33 feet; thence North 89°34'42" West 738.28 feet; thence North 52°50'00" West 624.65 feet; thence North 74°11'16" West 213.72 feet; thence North 36°40'35" 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 westerly line of the Matilda Lode, Mineral Survey No. 4959 North 21°38'00" West 812.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5364 North 75°31'00" East 368.80 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 148.31 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 21.80 feet; thence along the northerly line of the Roscomo 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 58°30'00" East 784.20 feet; thence along the west line of Section 30 North 00°38'00" 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 78°24'00" West 177.28 feet; thence North 01°33'00" East 137.83 feet; thence East along the southerly line of Section 19 1321.48 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 859.89 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°35'46" 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 1300.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5591 North 29°33'00" East 977.80 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5591 North 24°18'00" East 809.58 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°53'57" East 383.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1811.37 feet; thence South 00°41'16" West 1728.38 feet; thence along the westerly line of Section 18 South 00°41'44" East 2870.13 feet to the point of beginning.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

SHEET 1 OF 2

2/27/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D.	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______
BY ______ PARK CITY ENGINEER	BY ______ PARK CITY ATTORNEY	BY ______ PARK CITY RECORDER	BY ______ MAYOR	FEE ______ RECORDER ______

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

Park City Zoning Map

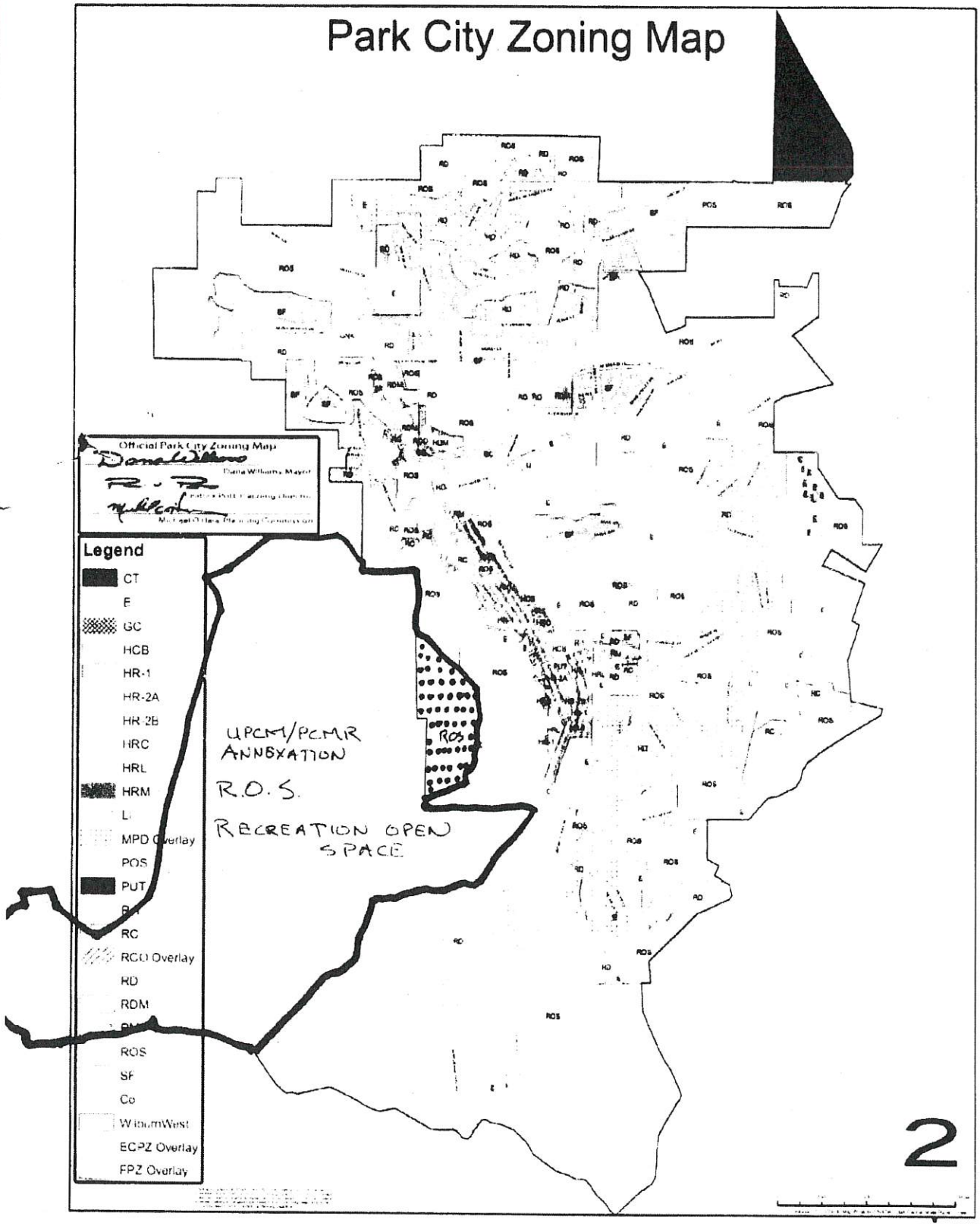


EXHIBIT "B"
Legal Description

00806099 B: 1850 P: 1794 Page 16 of 103 Summit County

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;

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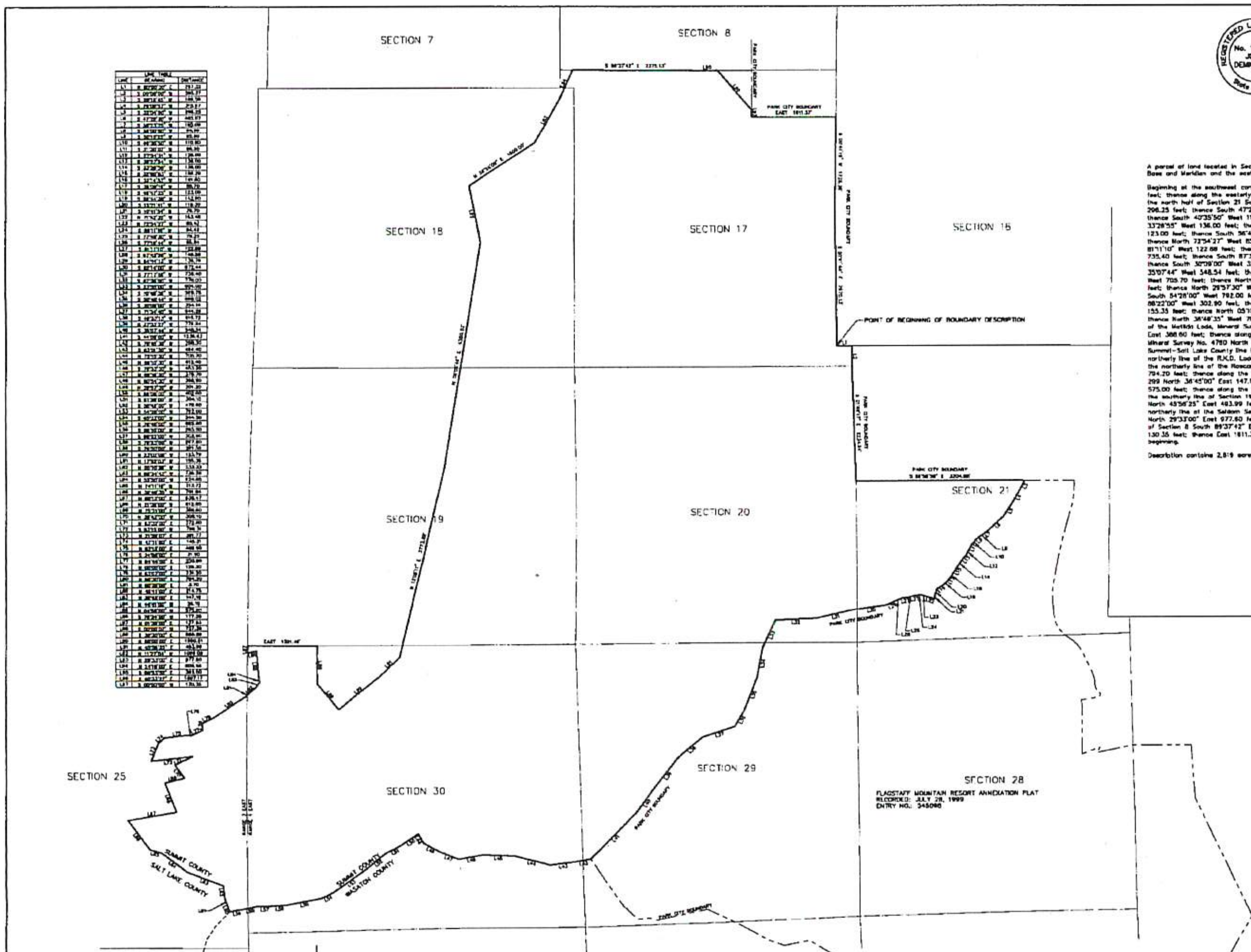
EXHIBIT "C"
Preliminary Plat



ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

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

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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 257.32 feet; thence along the westerly line of Section 21 South 300.37 feet; thence along the westerly line of Section 21 South 01°48'17" East 2234.84 feet; thence along the southerly line of the north half of Section 21 South 88°50'56" East 3204.88 feet; thence South 28°18'45" West 184.58 feet; thence South 29°09'57" West 315.07 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 105.00 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 136.00 feet; thence South 33°28'55" West 136.00 feet; thence South 32°00'03" West 158.20 feet; thence South 37°14'53" West 101.80 feet; thence South 35°09'16" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'36" West 142.80 feet; thence South 15°21'41" West 118.30 feet; thence South 10°41'54" West 78.70 feet; thence North 71°42'35" West 183.46 feet; thence North 72°54'27" West 85.42 feet; thence South 88°11'18" West 94.42 feet; thence South 77°48'30" West 79.25 feet; thence South 77°18'44" West 85.84 feet; thence South 81°11'10" West 122.88 feet; thence South 87°45'56" West 149.28 feet; thence South 84°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°48'38" West 569.75 feet; thence South 20°48'44" West 846.02 feet; thence South 30°09'00" West 354.14 feet; thence South 71°34'40" West 844.28 feet; thence South 48°33'13" West 418.72 feet; thence South 37°33'27" West 778.84 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 463.20 feet; thence North 88°18'30" West 378.70 feet; thence North 60°54'30" West 368.90 feet; thence North 29°57'30" West 201.20 feet; thence South 58°08'00" West 402.00 feet; thence South 61°26'00" West 304.10 feet; thence South 50°42'00" West 478.60 feet; thence South 54°28'00" West 792.00 feet; thence South 83°22'00" West 244.50 feet; thence South 78°48'00" West 885.80 feet; thence South 88°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 281.50 feet; thence North 23°02'08" West 123.79 feet; thence North 17°53'03" West 155.35 feet; thence North 05°10'26" West 233.33 feet; thence North 89°34'42" West 736.28 feet; thence North 52°50'00" West 824.65 feet; thence North 74°11'18" West 213.72 feet; thence North 38°48'35" West 701.84 feet; thence along the southerly line of the Matilda Lode, Mineral Survey No. 4959 North 80°12'00" East 836.47 feet; thence along the easterly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 812.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5384 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°18'00" 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 480.90 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 Roscomo Lode, Lot 288 North 84°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. 2 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 78°24'00" West 177.28 feet; thence North 01°35'00" East 137.93 feet; thence East along the southerly line of Section 19 1321.48 feet; thence South 00°00'07" West 727.38 feet; thence South 38°30'00" East 859.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°58'25" East 483.99 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 809.36 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 1728.38 feet; thence along the westerly line of Section 16 South 00°41'44" East 2870.13 feet to the point of beginning.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

SHEET 1 OF 2

1/31/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE ______ RECORDER

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, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

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1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village**. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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.

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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.

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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-style[11]), 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.

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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 restarurant 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

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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 pubic convenience.

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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 Area[13], 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

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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

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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.

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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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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 adequate[17] 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.

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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

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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 reallignment 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;

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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, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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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
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4540 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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.

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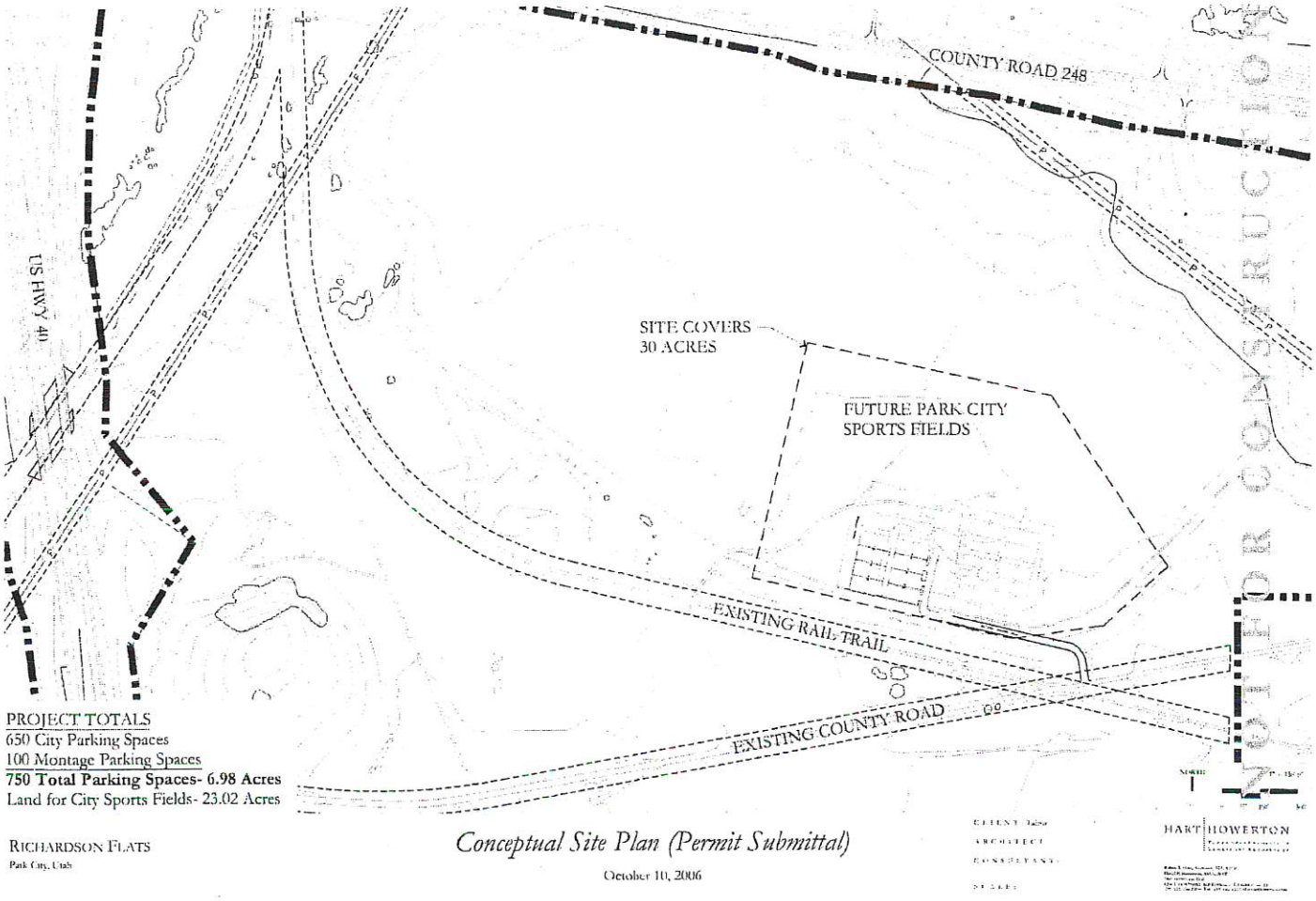

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EXHIBIT D – 1
DEED RESTRICTION

EXHIBIT A
TO
GRANT OF TALISKER CONSERVATION DEED RESTRICTION

[Insert Legal Description of the Property]

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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 MUNICIAL CORPORATION, a city and political subdivision of the STATE OF UTAH located in Summit County, Utah ("City"). UPCMC, 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 UPCMC 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 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;

(viiii) 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
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
NOTARY PUBLIC
Residing at: Oakley, Utah

ROYAL STREET LAND COMPANY, a
Utah corporation

By: _____
Robert W. Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

_____
NOTARY PUBLIC
Residing at: Maricopa County, Az

11

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.

Notary Public
SABRA KARR DATOR
5729 Kingsford Avenue
Park City, Utah 84098
My Commission Expires
June 15, 2007
State of Utah

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

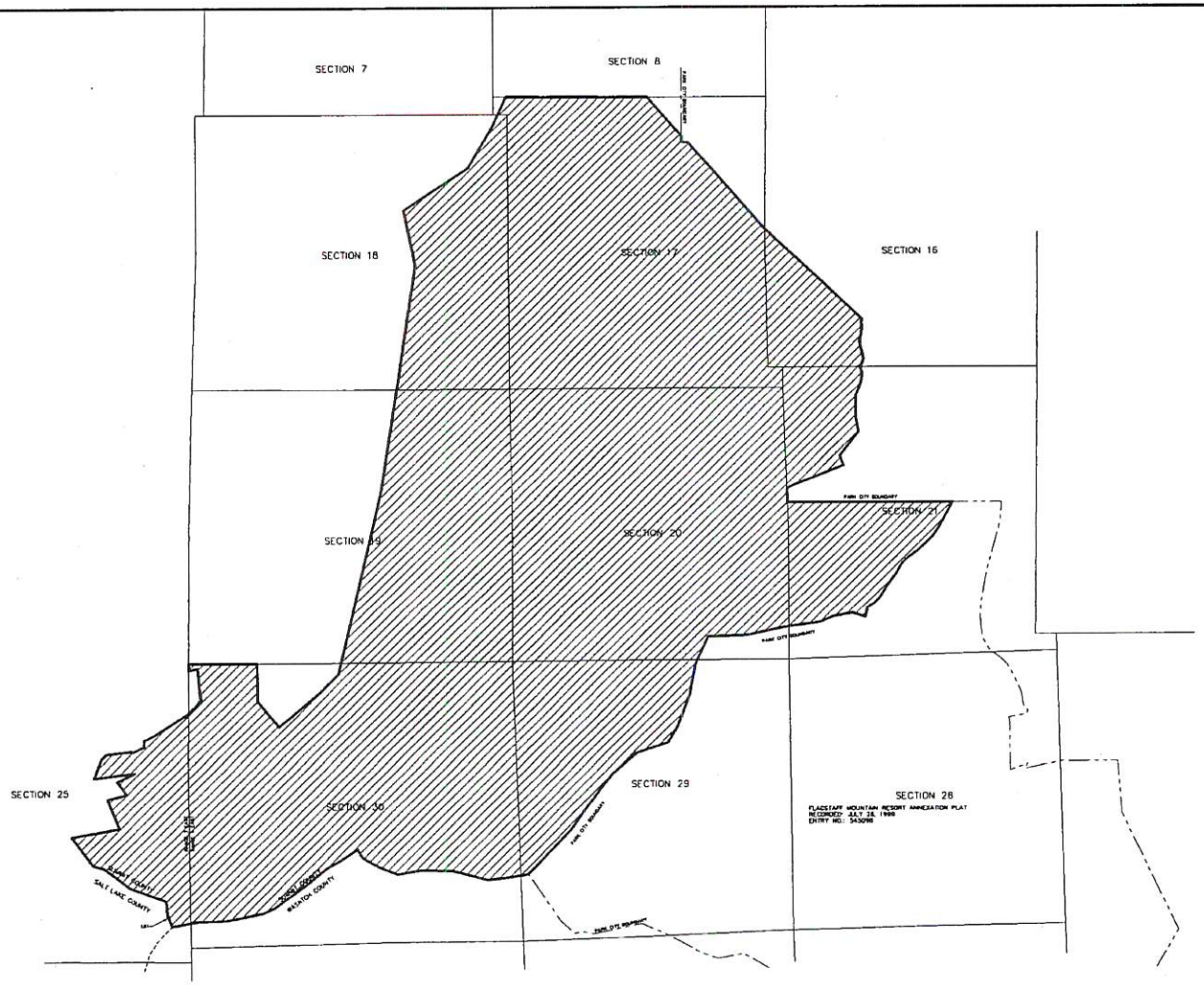
30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°33'13" West 616.72 feet; thence South 37°33'27" West 779.84 feet; thence South 35°07'44" West 548.54 feet; thence South 44°09'00" West 1236.63 feet; thence South 79°45'30" West 288.30 feet; thence South 83°01'30" West 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

00806099 B: 1850 P: 1794 Page 88 of 103 Summit County



PCMR LANDS DEED RESTRICTION

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

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\legal exhibit.dwg

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"). UPCMC 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

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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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

NOTARY PUBLIC
Residing at: Oakley, Utah

My Commission Expires:

10-11-07

EXHIBIT A
TO
CONSERVATION EASEMENT

[Insert Legal Description of the Property]

(Attached)

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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°54'51" West 126.00 feet; thence 11) South 38°27'54" West 138.00 feet; thence 12) South 33°26'55" West 136.00 feet; thence 13) South 32°00'03" West 159.20 feet; thence 14) South 32°14'53" West 101.60 feet; thence 15) South 35°09'16" West 88.70 feet; thence 16) South 46°47'25" West 123.00 feet; thence 17) South 56°44'38" West 142.80 feet; thence 18) South 15°21'41" West 116.30 feet; thence 19) South 10°41'54" West 76.70 feet; thence 20) North 71°42'35" West 163.49 feet; thence 21) North 72°54'27" West 85.42 feet; thence 22) South 86°11'16" West 94.42 feet; thence 23) South 77°48'30" West 79.25 feet; thence 24) South 77°19'44" West 85.84 feet; thence 25) South 81°11'10" West 122.88 feet; thence 26) South 67°45'58" West 149.28 feet; thence 27) South 64°44'12" West 50.80 feet; thence North 85°19'13" West 26.72 feet; thence North 38°07'58" West 492.94 feet; thence North 10°07'30" West 212.80 feet; thence South 71°23'17" West 141.94 feet; thence North 08°33'57" East 80.65 feet; thence North 71°14'09" West 1185.64 feet; thence North 27°00'44" East 149.76 feet; thence North 13°42'15" West 216.34 feet; thence North 50°17'45" East 117.77 feet; thence North 40°17'45" East 142.11 feet; thence North 58°48'26" East 193.35 feet; thence North 19°44'22" East 106.66 feet; thence North 23°13'01" West 168.03 feet; thence North 73°32'40" West 146.17 feet; thence North 03°13'23" West 78.48 feet; thence North 45°49'43" East 766.88 feet; thence 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.

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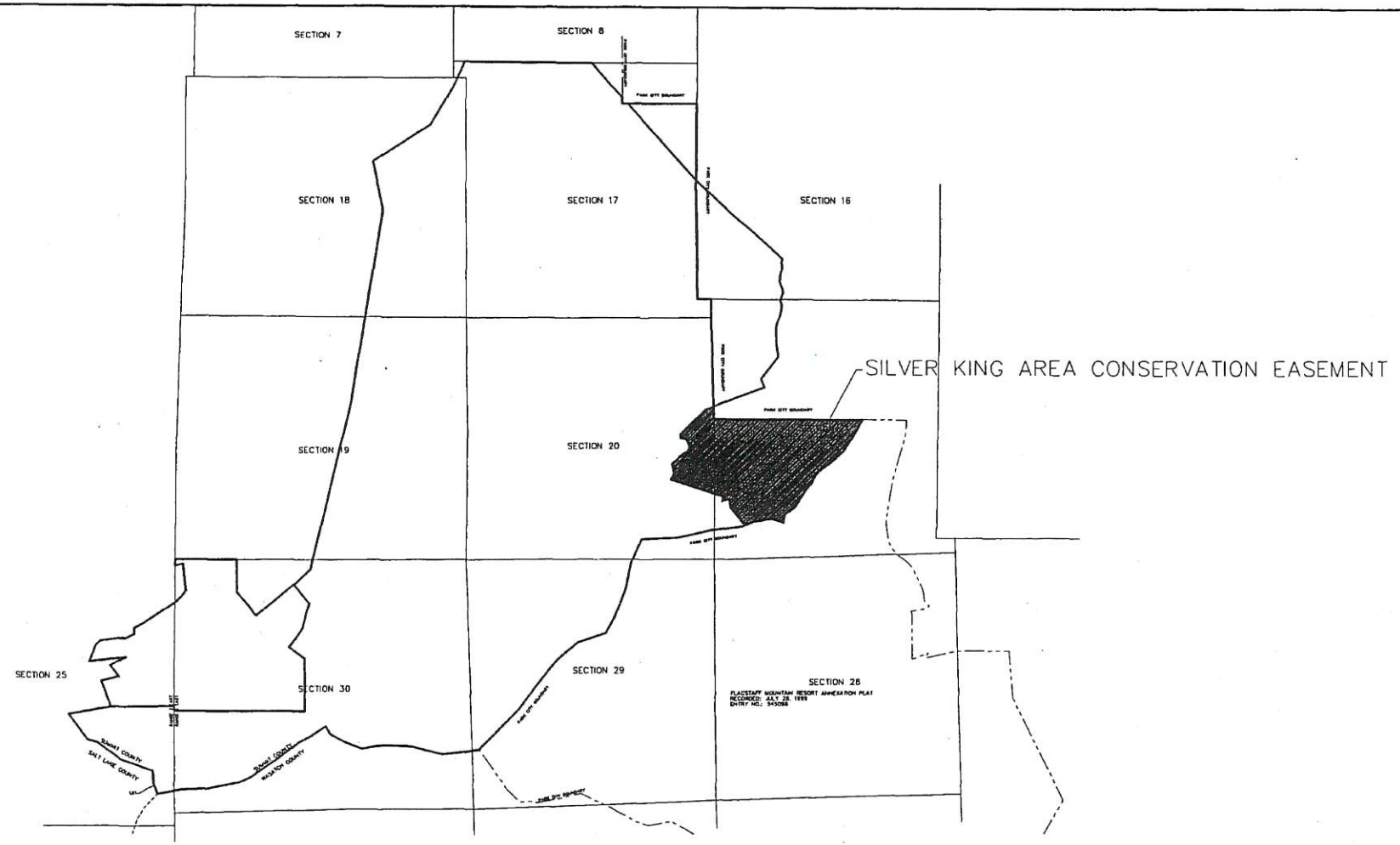

SILVER KING AREA CONSERVATION EASEMENT

SHEET 1 OF 2

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-shlf.dwg

(435) 649-9467

Alliance Engineering

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2007 A.D.	APPROVED AS TO FORM THIS _____ DAY OF _____, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY RECORDER	BY _____ MAYOR	_____ FEE _____ RECORDER

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ORDINANCE NO. 2025-05

AN ORDINANCE APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.

WHEREAS, on June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City;

WHEREAS, the Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation;

WHEREAS, Redus is successor-in-title to property previously owned by United Park City Mines;

WHEREAS, on February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement;

WHEREAS, the Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development;

WHEREAS, for the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire;

WHEREAS, on January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment;

WHEREAS, on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval;

WHEREAS, on April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement;

WHEREAS, the City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Amended Flagstaff Mountain Development Agreement is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City.
2. The Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation.
3. Redus is a successor-in-title to property previously owned by United Park City Mines.
4. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
5. The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development.
6. For the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire.
7. The City's acquisition of parcels from Redus represents an opportunity to gain control of about 310 acres of prime recreation land.
8. Ownership allows Park City to control access to key trail connections and to better integrate the areas within the existing biking and hiking trail network.
9. On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment.
10. On March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
11. On April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement.
12. The City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code.
13. Seeking and securing the proposed land use approvals is the sole responsibility of Redus and is a condition of Park City closing on the property acquisition. Nothing in this approval impacts the Planning Commission's review of any future application in accordance with applicable Land Management Code standards.

Conclusions of Law

1. The amendments to the Flagstaff Mountain Development Agreement, as conditioned, are consistent with the Park City General Plan and the Land Management Code.
2. Approval of the amendments to the Flagstaff Mountain Development Agreement, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
2. The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
3. The Applicant transfers ownership or an access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit A, in a form approved by the City Attorney, and fully executed and recorded with the Summit County Recorder's Office.
5. The Applicant shall receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication, and the execution of the Amended Flagstaff Mountain Development Agreement shall be effective upon recordation of the Development Agreement with Summit County.

PASSED AND ADOPTED this 24th day of April 2025.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____
Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

_____
City Attorney's Office

Exhibit A: Amended Flagstaff Mountain Development Agreement

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

Recorded this ___ day of _____, 2007
at Book #___ Page #___

ENTRY NO. 00806100
03/02/2007 02:42:51 PM B: 1850 P: 1897
Agreement PAGE 1 / 49
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORP

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

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

RECITALS

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

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

B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;

C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;

D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;

E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;

G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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-style[11]), 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 restarurant 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 pubic 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 Area[15], 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

[15] 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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate[17] 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 reallignment 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 8406^

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

FALISKER
900 MAIN ST SUITE 611
P.O. BOX 4349
84060

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

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

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

Copy to:

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

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, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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

Arizona
STATE OF ~~UTAH~~)
Maricopa : ss
COUNTY OF ~~SUMMIT~~)

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



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

SCHEDULE 3.1

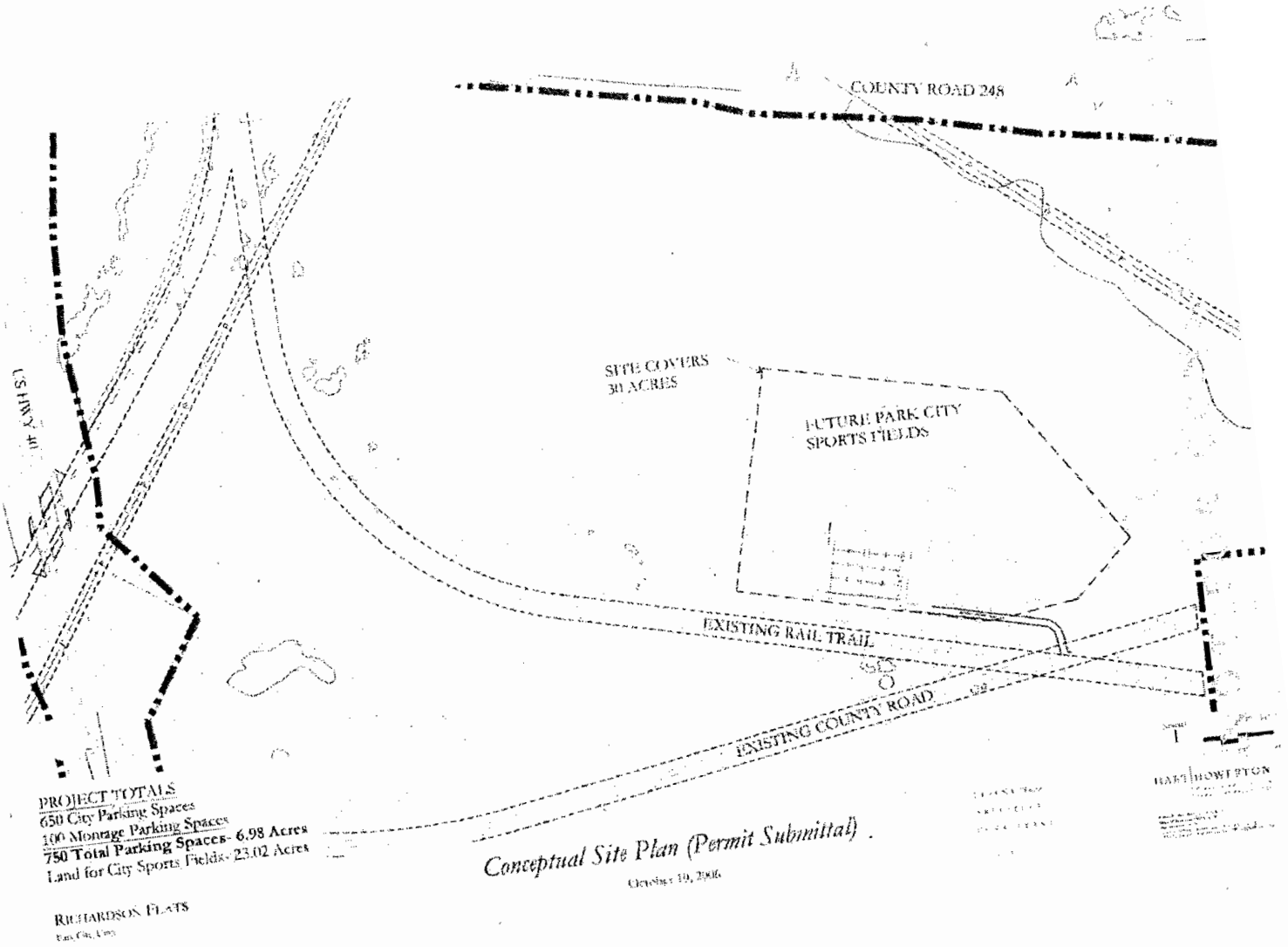
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

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

Additional specifications are as follows:

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

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

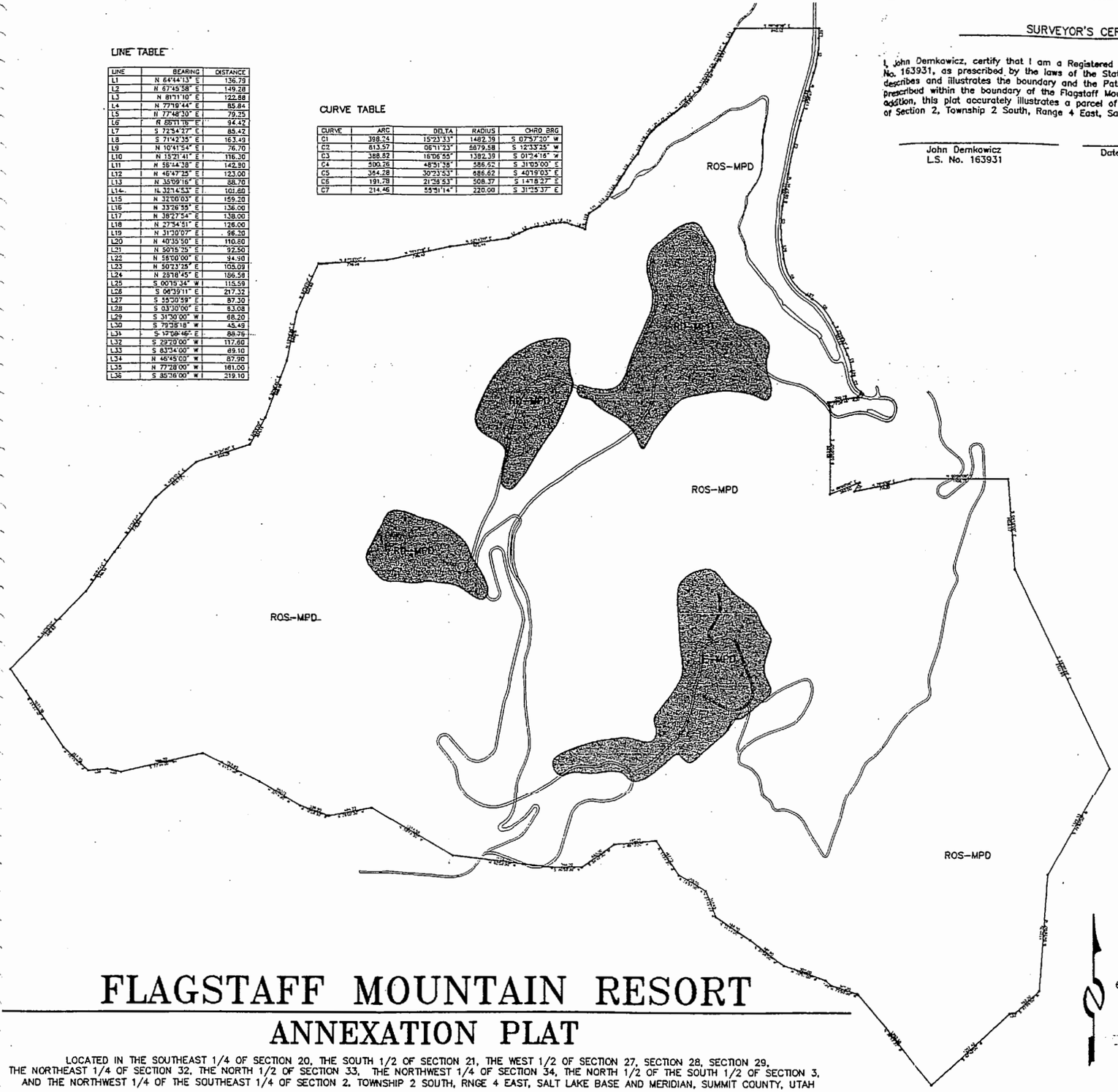

COUNTY ROAD 248
SITE COVERS
30 ACRES
FUTURE PARK CITY
SPORTS FIELDS
EXISTING RAIL TRAIL
EXISTING COUNTY ROAD
PROJECT TOTALS
650 City Parking Spaces
100 Montage Parking Spaces
750 Total Parking Spaces- 6.98 Acres
Land for City Sports Fields- 23.02 Acres
RICHARDSON FLATS
Conceptual Site Plan (Permit Submittal)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°19'44" E	85.84
L5	N 77°48'30" E	79.25
L6	N 88°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.49
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.20
L11	N 58°44'38" E	142.90
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	101.60
L15	N 32°00'03" E	159.20
L16	N 33°26'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.20
L20	N 40°35'50" E	110.80
L21	N 50°15'25" E	92.50
L22	N 58°00'00" E	94.90
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.58
L25	S 00°15'34" W	115.59
L26	S 06°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	63.08
L29	S 31°30'00" W	68.20
L30	S 79°38'18" W	45.49
L31	S 17°06'46" E	88.75
L32	S 29°20'00" W	117.60
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 85°26'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHRD BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W
C2	813.57	06°11'23"	5879.58	S 12°33'25" W
C3	388.82	16°06'55"	1382.39	S 01°24'16" W
C4	500.28	48°51'38"	586.62	S 31°05'00" E
C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°36'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°25'37" E



FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

600 0 600 1200 feet

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Convernment Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines; the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exsist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____
:ss
County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04 39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line : North 44 09'00" East 1256.63 feet; thence North 35 07'44" East 548.54 feet; thence North 37 33'27" East 779.84 feet; thence North 49 33'13" East 616.72 feet; thence North 71 34'40" East 644.25 feet; thence North 30 09'00" East 354.14 feet; thence North 20 46'44" East 698.015 feet; thence North 10 48'39" East 569.75 feet; thence North 23 55'00" East 604.00 feet; thence North 87 35'00" East 778.00 feet; thence North 77 17'18" East 735.40 feet; thence North 82 14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39 17'28" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64 44'13" East 136.79 feet; thence North 67 45'58" East 149.28 feet; thence North 81 11'10" East 122.88 feet; thence North 77 19'44" East 85.84 feet; thence North 77 48'30" East 79.25 feet; thence North 88 11'16" East 94.42 feet; thence South 72 54'27" East 85.42 feet; thence South 71 42'35" East 163.49 feet more or less to a point on the westerly right —of—way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79 18'06" West 5.00 feet more or less, from Map Point A—1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right—of—way the following fifteen (15) courses: North 10 41'54" East 76.70 feet; thence North 15 21'41" East 116.20 feet; thence North 58 44'38" East 142.90 feet; thence North 46 47'25" East 123.00 feet; thence North 35 09'16" East 88.70 feet; thence North 32 14'53" East 101.60 feet; thence North 32 00'03" East 159.20 feet; thence North 33 26'55" East 136.00 feet; thence North 38 27'54" East 138.00 feet; thence North 27 54'51" East 126.00 feet; thence North 31 30'07" East 98.20 feet; thence North 40 35'50" East 110.80 feet; thence North 50 15'25" East 92.50 feet; thence North 58 00'00" East 94.90 feet; thence North 50 23'25" East 105.09 feet; thence North 47 29'39" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32 04'00" East 298.25 feet; thence North 29 09'57" East 315.97 feet; thence North 28 18'45" East 188.56 feet, more or less, to the East—West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly boundary line for the corporate limits of Park City, Utah; thence South 89 59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right—of—way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00 15'34" West 111.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15 23'33"398.24 feet more or less; thence South 15 39'07" West 559.89 feet to a point on a 5,879.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06 11'23", a distance of 813.57 feet; thence South 09 27'44" West 268.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16 06'55", a distance of 388.82 feet; thence South 6 39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48 51'38", a distance of 500.28 feet; thence South 55 30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30 23'53", a distance of 364.28 feet; thence South 25 06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21 36'53", a distance of 191.78 feet; thence South 3 30'00" East 83.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55 51'14", a distance of 214.46 feet; thence South 31 30'00" West 68.20 feet; thence South 79 38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79 59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17 09'45" East 88.75 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 89 East 360.00 Feet; thence South 29 20' West 117.60 feet; thence North 78 10' East 714.30 feet; thence East 1,108.71 feet more or less to a point the Wasatch—Summit County line; thence along said Wasatch — Summit County line. The following thirty courses: South 04 39'00" East 1,028.07 feet; thence South 25 30'30" East 2,521.90 feet to County Line Point 51; thence South 29 50'00" West 1,398.30 Feet to County Line Point 55; thence South 4 18'00" West 1,320.70 feet to County Line Point 58; thence South 47 05'00" West 369.50 feet to a County Line Point; thence South 83 34'00" West 88.10 feet to County Line Point 59; thence South 47 42'00" West 1,207.40 feet to County Line Point 62A; thence North 39 53'30" West 1,352.50 feet to County Line Point 64; thence North 72 50'00" West 317.30 feet to County Line Point 65; thence North 48 45'00" West 87.90 feet to County Line Point 66; thence North 70 57'00" West 502.00 feet to County Line Point 67; thence North 31 56'00" West 481.90 feet to County Line Point 68; thence North 55 53'00" West 486.80 feet to County Line Point 69 feet; thence North 21 49'00" West 317.40 feet to County Line Point 70; thence North 59 57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33 22'30" West 467.10 feet to County Line Point 71; thence South 85 10'30" West 492.30 feet to County Line Point 72; thence South 54 42'30" West 453.20 feet to County Line Point 73; thence South 88 55'30" West 344.00 feet to County Line Point 74; thence North 82 52'30" West 1,132.30 feet to County Line Point 77; thence North 59 43'30" West 1,074.55 feet to County Line Point 233B; thence North 79 07'30" West 494.73 feet to County Line Point 80; thence North 70 28'30" West 339.90 feet to County Line Point 81; thence North 60 14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 54 07'00" West 727.60 feet to County Line Point 83; thence South 77 44'00" West 965.80 feet to County Line Point 85; thence North 77 28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point 0; thence South 85 39'00" West 219.10 feet to County Line Point 86; thence North 48 44'00" West 384.70 feet to County Line Point 87; thence North 34 37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,555.4 acres more or less.

EXHIBIT "A"

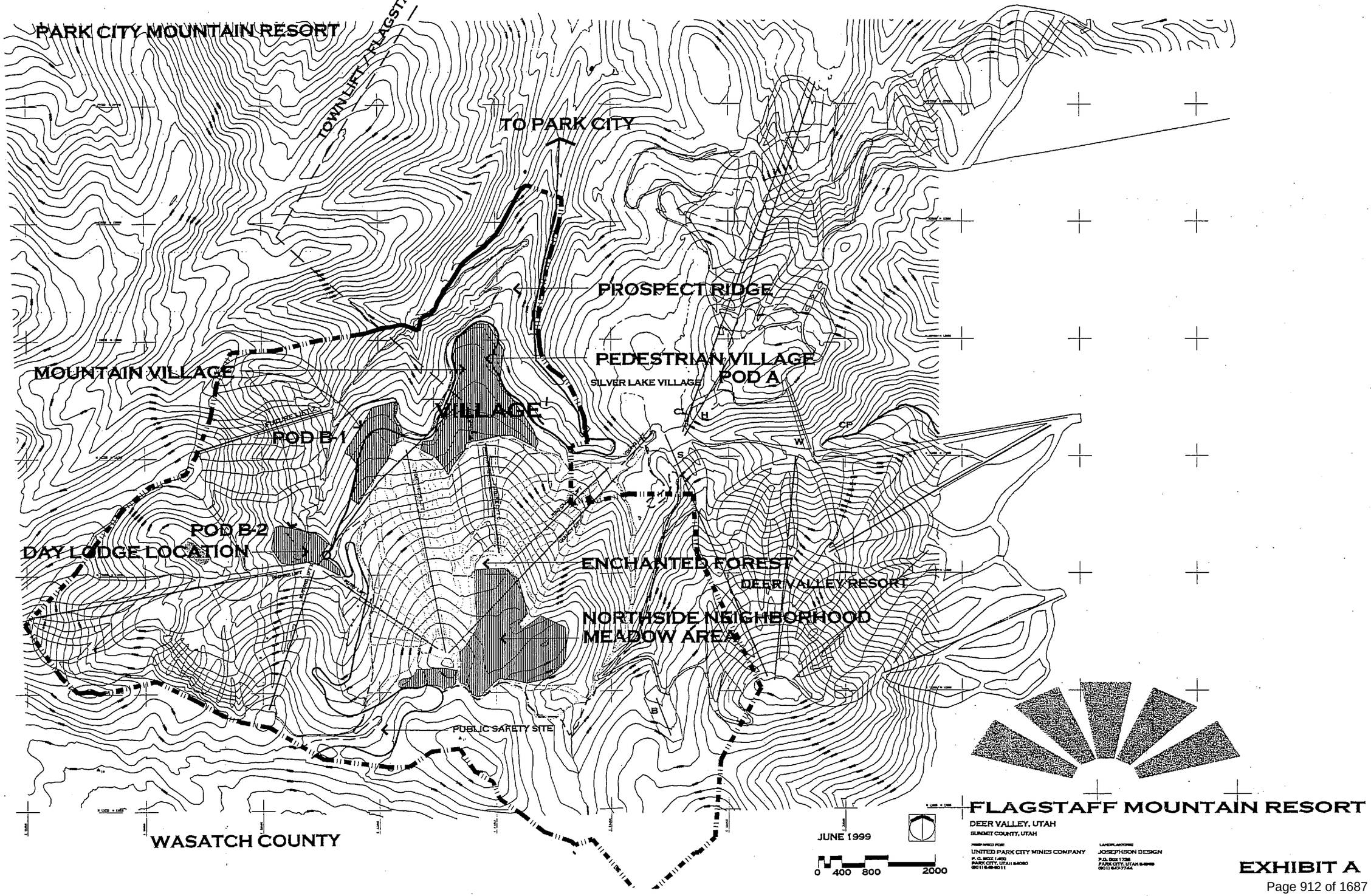
RECEIVED
JUL- 2 1999
PARK CITY
PLANNING DEPT.

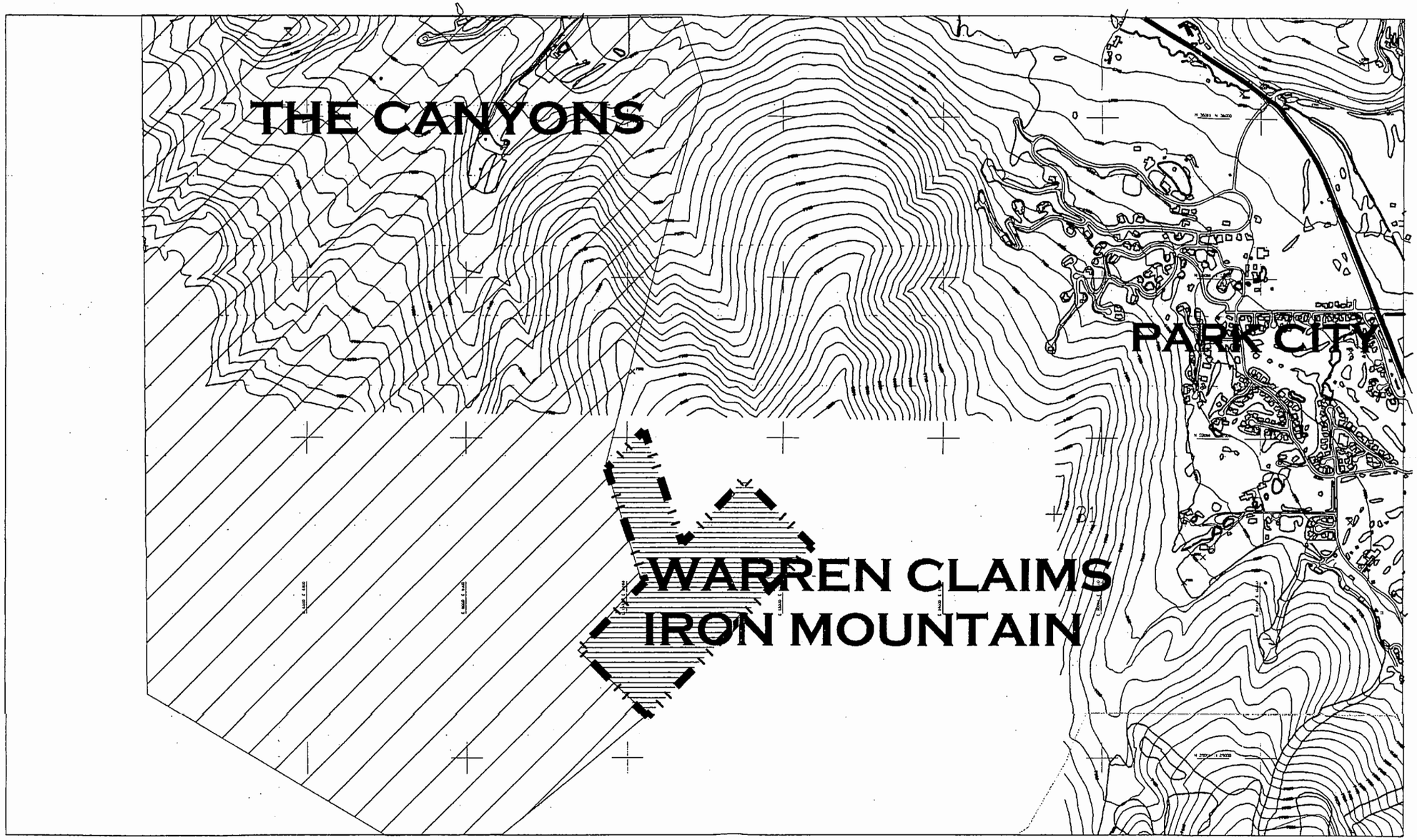
1 OF 2

Alliance Engineering Inc.

JOB No. 17-4-96 FLAGSTAFF\OVERALL\FLGANEX

ALLIANCE ENGINEERING INC.	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (435) 649-9467	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 1999 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER _____


PARK CITY MOUNTAIN RESORT
TOWN LIFT / FLAGSTAFF GONDOLA
TO PARK CITY
PROSPECT RIDGE
PEDESTRIAN VILLAGE
SILVER LAKE VILLAGE
POD A
MOUNTAIN VILLAGE
VILLAGE
POD B-1
POD B-2
DAY LODGE LOCATION
ENCHANTED FOREST
DEER VALLEY RESORT
NORTHSIDE NEIGHBORHOOD
MEADOW AREA
PUBLIC SAFETY SITE
WASATCH COUNTY
FLAGSTAFF MOUNTAIN RESORT
DEER VALLEY, UTAH
SUMMIT COUNTY, UTAH
JUNE 1999
0 400 800 2000
UNITED PARK CITY MINES COMPANY
JOSEPHSON DESIGN
EXHIBIT A



APRIL, 1999

0 400 800 2000

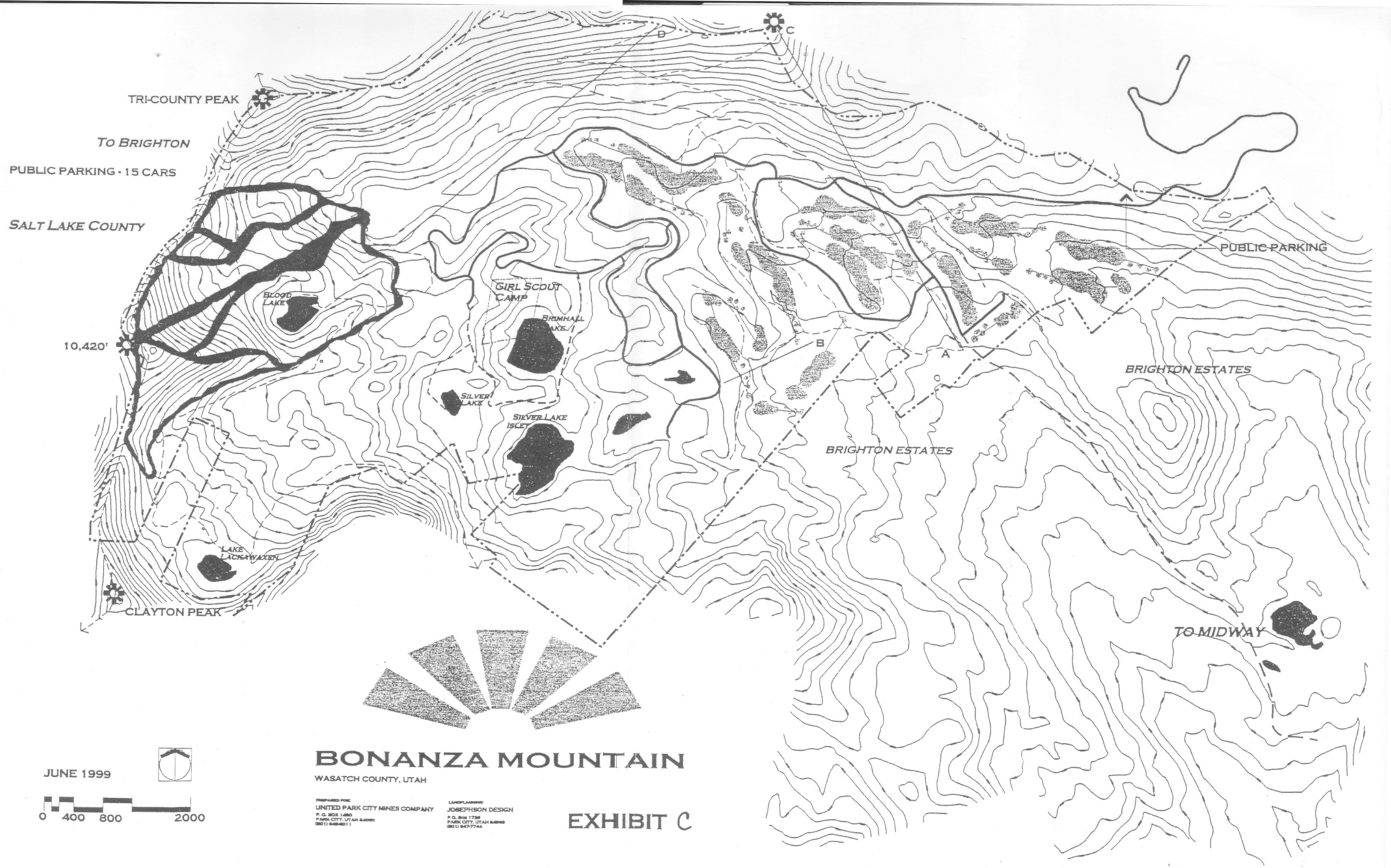
IRON MOUNTAIN PARCEL

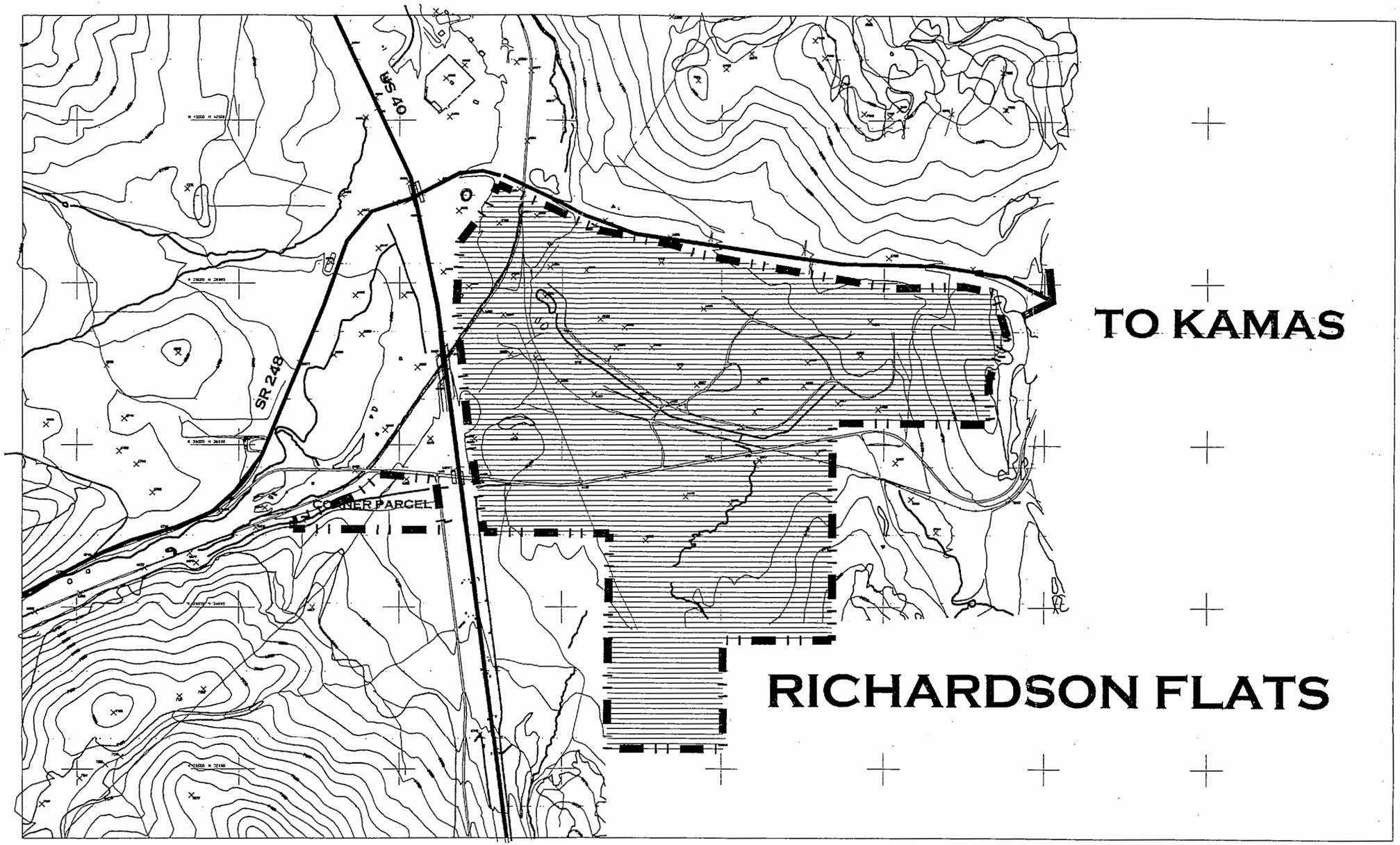
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT B


TRI-COUNTY PEAK
TO BRIGHTON
PUBLIC PARKING - 15 CARS
SALT LAKE COUNTY
10,420'
BLOOD LAKE
GIRL SCOUT CAMP
BRIMHALL LAKE
SILVER LAKE
SILVER LAKE ISLET
LAKE LACKAWAXEN
CLAYTON PEAK
BRIGHTON ESTATES
PUBLIC PARKING
BRIGHTON ESTATES
TO MIDWAY
A
B
C
JUNE 1999
0 400 800 2000
BONANZA MOUNTAIN
WASATCH COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011
LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744
EXHIBIT C



RICHARDSON FLATS PARCEL

APRIL 1999

0 400 800 2000

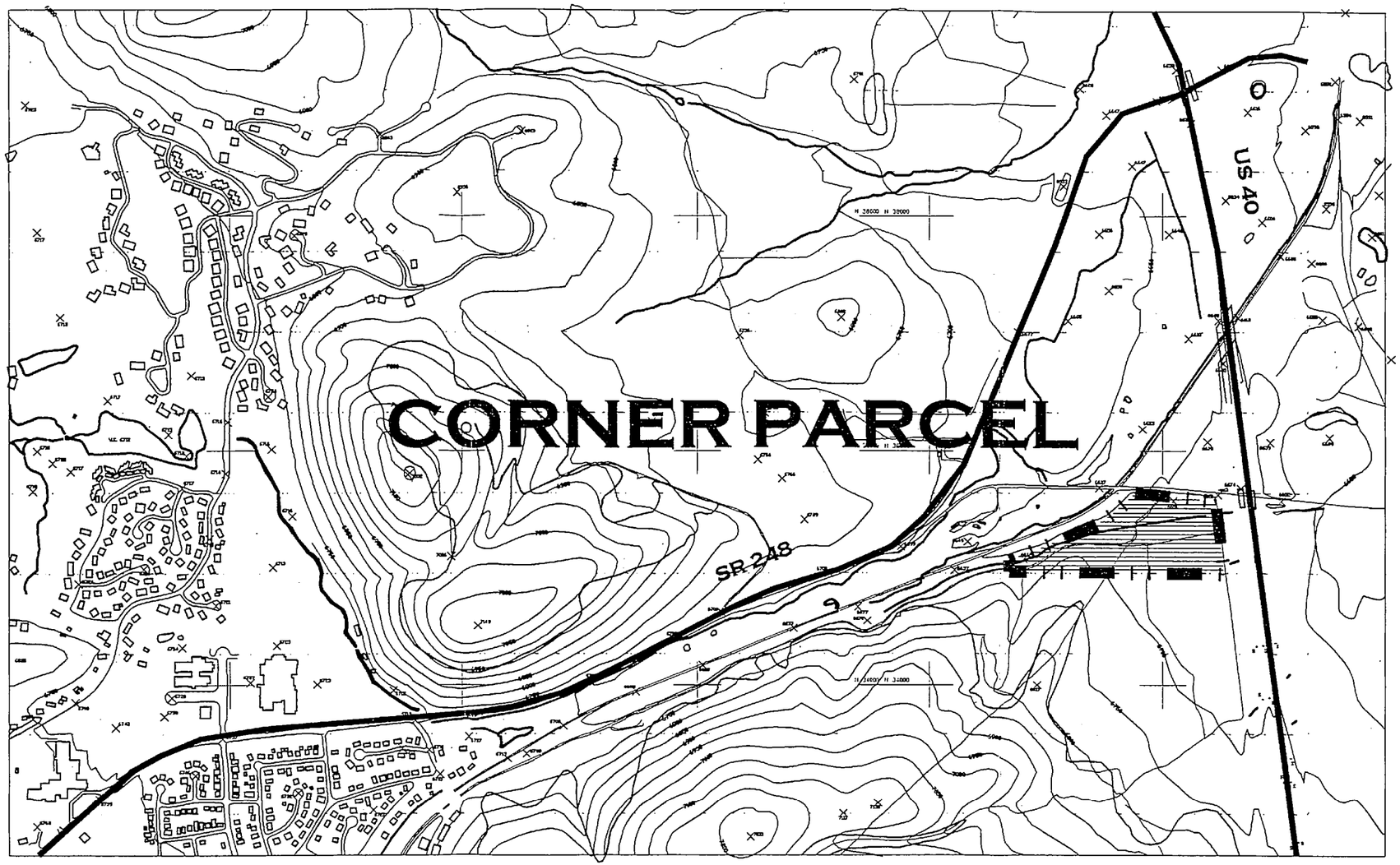
SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

0 400 800 2000

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1725
PARK CITY, UTAH 84969
(801) 647-7744

EXHIBIT E

SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)

PROPOSED SKI RUNS (NUMBERED)

EXISTING SKI LIFTS (NAMED)

PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

400 0 400 800 FEET

Exhibit F

SHANER
Design Graphics

ANCHOR

EMPIRE CANYON EXPRESS QUAD CHAIR LIFT

DALY WEST

PROPOSED PUBLIC ROAD

PROPOSED ROUND ABOUT

EXISTING GAURDSMAN ROAD ABANDONED

PROPOSED PUBLIC ROAD

FUTURE VILLAGE ROAD

ONTARIO MINE

PROPOSED PRIVATE ROAD

PROPOSED RE-ALIGNMENT TO GAURDSMAN ROAD

RUBY CHAIR LIFT

NORTH SIDE QUAD CHAIR LIFT

PROPOSED PRIVATE ROAD

PROPOSED OVERPASS

EXISTING GAURDSMAN ROAD

PROPOSED PRIVATE ROAD

ACCESS GATE

RED CLOUD CHAIR LIFT

QUINCY CHAIR LIFT

VIKING CHAIR

WASATCH COUNTY

EXHIBIT "H"

500 0 500 1000 FEET

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JUL - 8 1999
PARK CITY PLANNING DEPT.

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

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-22-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS
FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ROAD-EX

EXISTING GAURDSMAN ROAD

RUBY CHAIR LIFT

NORTH SIDE QUAD CHAIR LIFT

TO SILVER LAKE

PROPOSED PUBLIC ROAD

STEIN ERIKSEN LODGE

RED CLOUD CHAIR LIFT

QUINCY CHAIR LIFT

EXISTING ROAD

DEER VALLEY MAINTAINANCE

PROPOSED NORTH SIDE SUBDIVISION

PROPOSED PRIVATE ROAD

ONTARIO CANYON

EXISTING 20' WIDE 10% MAX GRADE SEASONAL EMERGENCY ACCESS ROAD

PROPOSED 20' WIDE 10% MAX GRADE SEASONAL EMERGENCY ACCESS ROAD

WASATCH COUNTY

EXHIBIT "I"

500 0 500

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JUL - 7 1999
PARK CITY PLANNING DEPT.

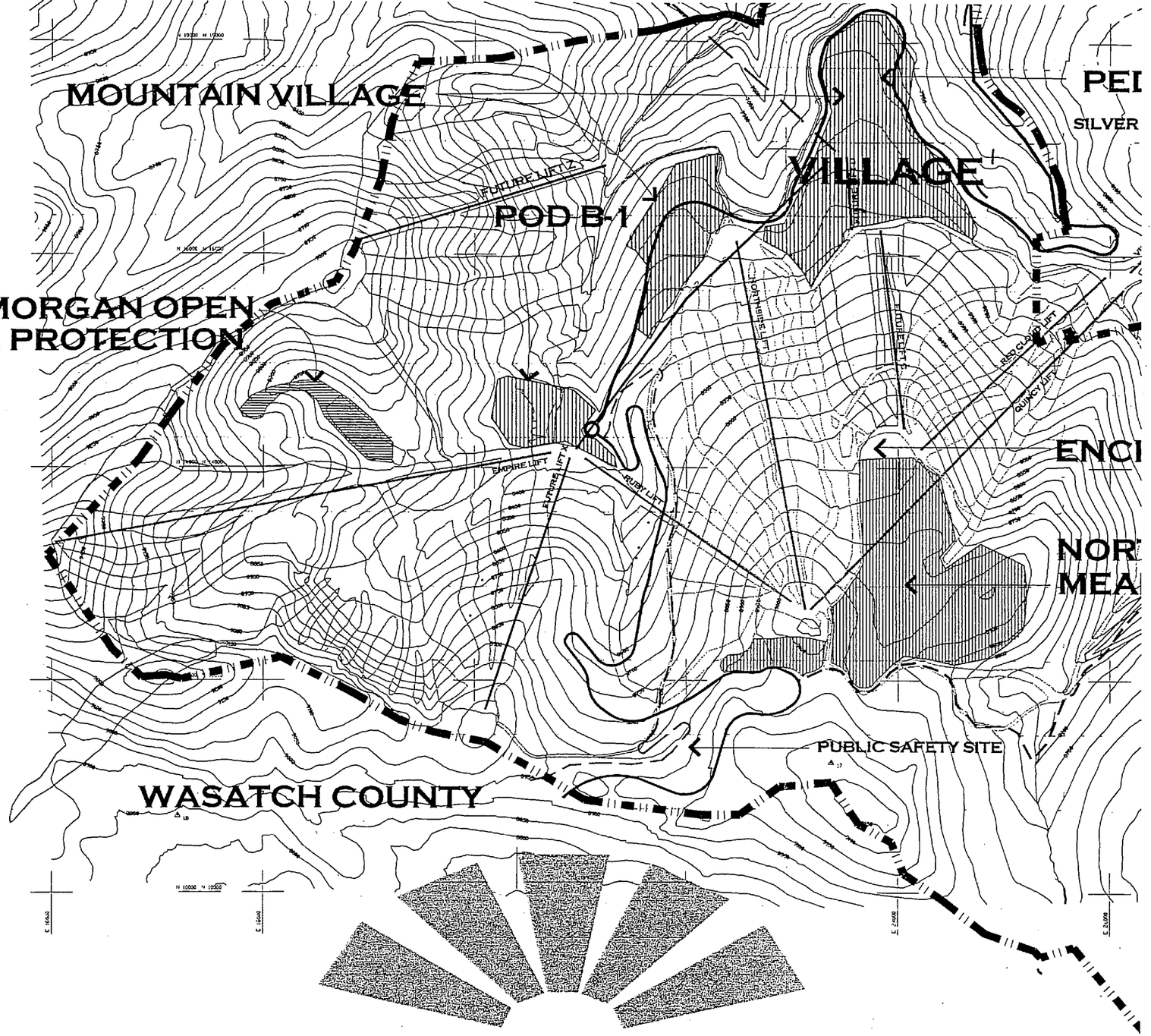
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

REVISED:
9-1-98
4-13-99

STAFF:
S. DECKERT
D. CARDWELL

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
PROPOSED SEASONAL EMERGENCY ACCESS ROAD
FOR: UPCMC
JOB NO.: 5-2-94



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

JUNE 1999

0 400 800 2000

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1726
PARK CITY, UTAH 84969
(801) 647-7744

EXHIBIT J

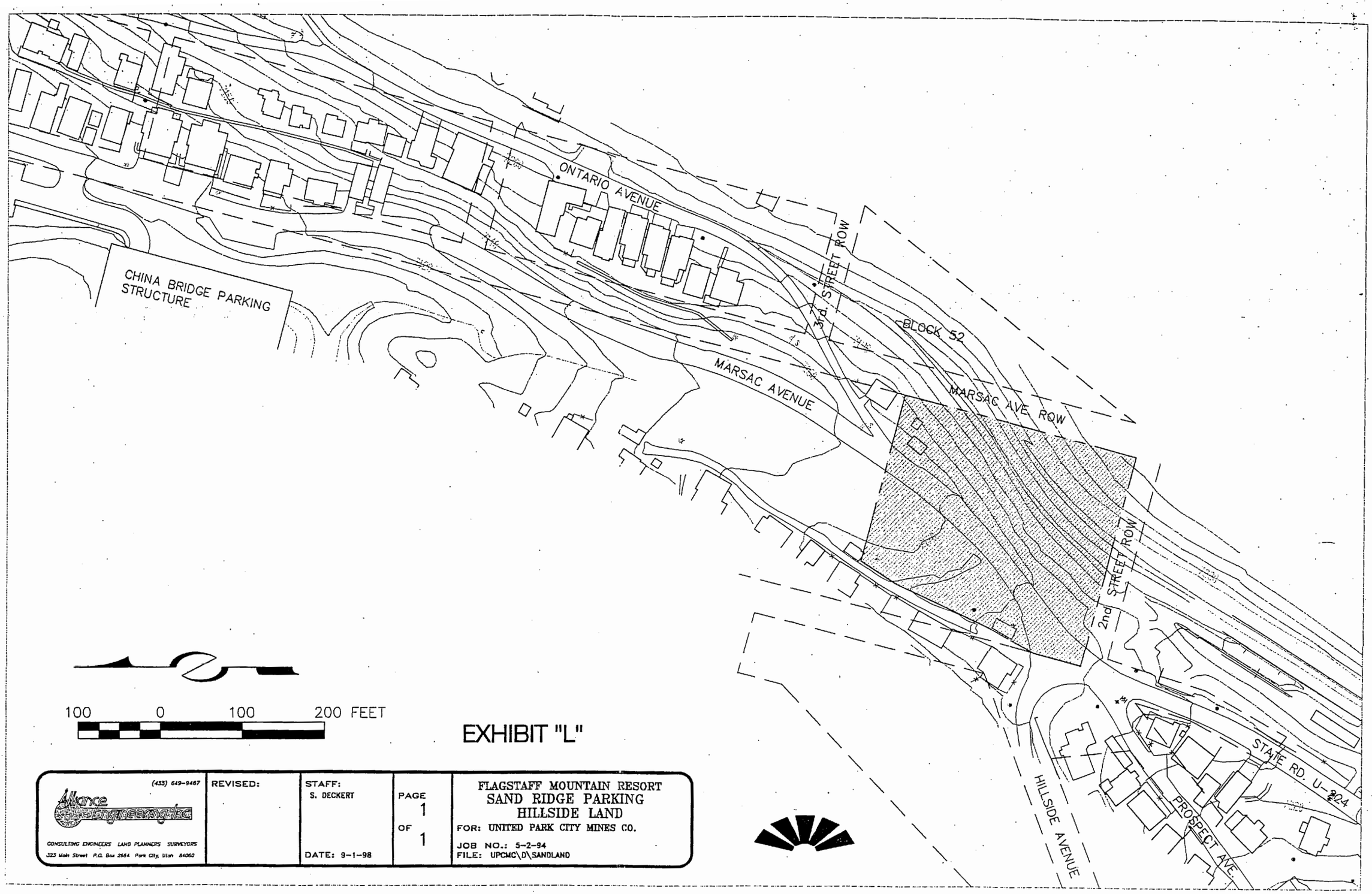


EXHIBIT "L"

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

REVISED:

STAFF: S. DECKERT

DATE: 9-1-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
SAND RIDGE PARKING
HILLSIDE LAND
FOR: UNITED PARK CITY MINES CO.
JOB NO.: 5-2-94
FILE: UPCMC\D\SANDLAND

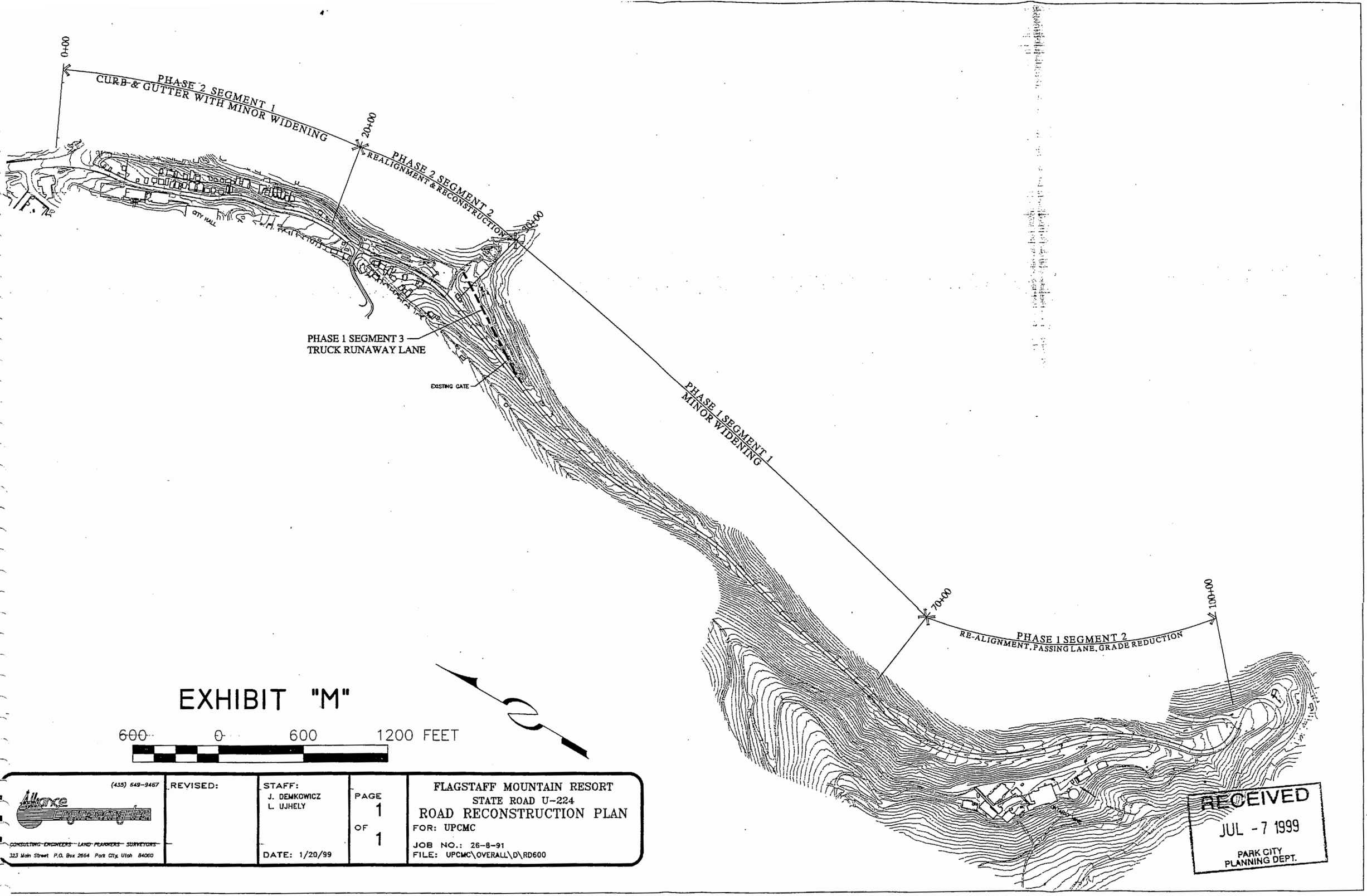


EXHIBIT "M"

600 0 600 1200 FEET

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

REVISED:

STAFF:
J. DEMKOWICZ
L. UJHELY

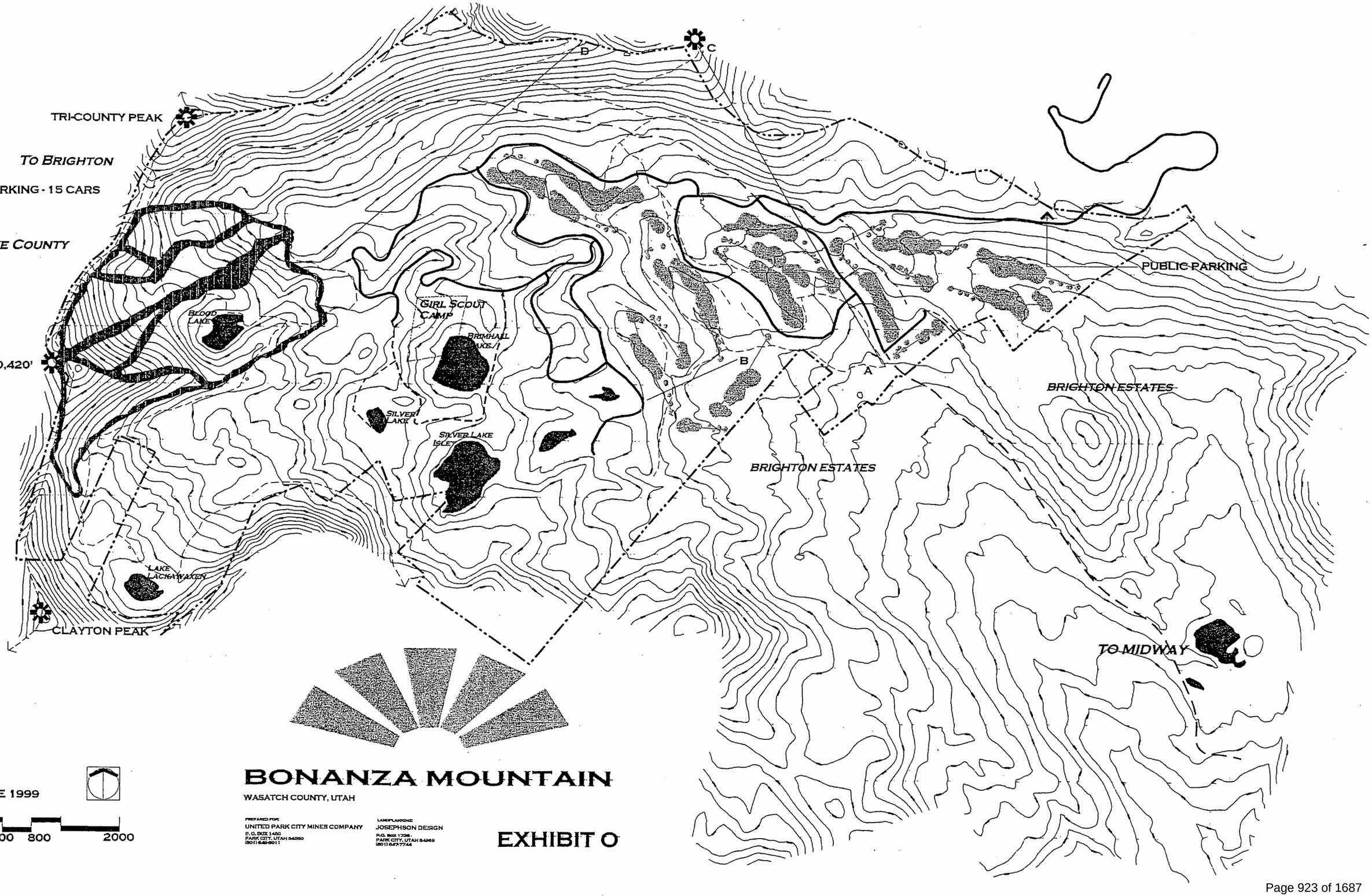
DATE: 1/20/99

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
STATE ROAD U-224
ROAD RECONSTRUCTION PLAN
FOR: UPCMC

JOB NO.: 26-8-91
FILE: UPCMC\OVERALL\D\RD600

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.



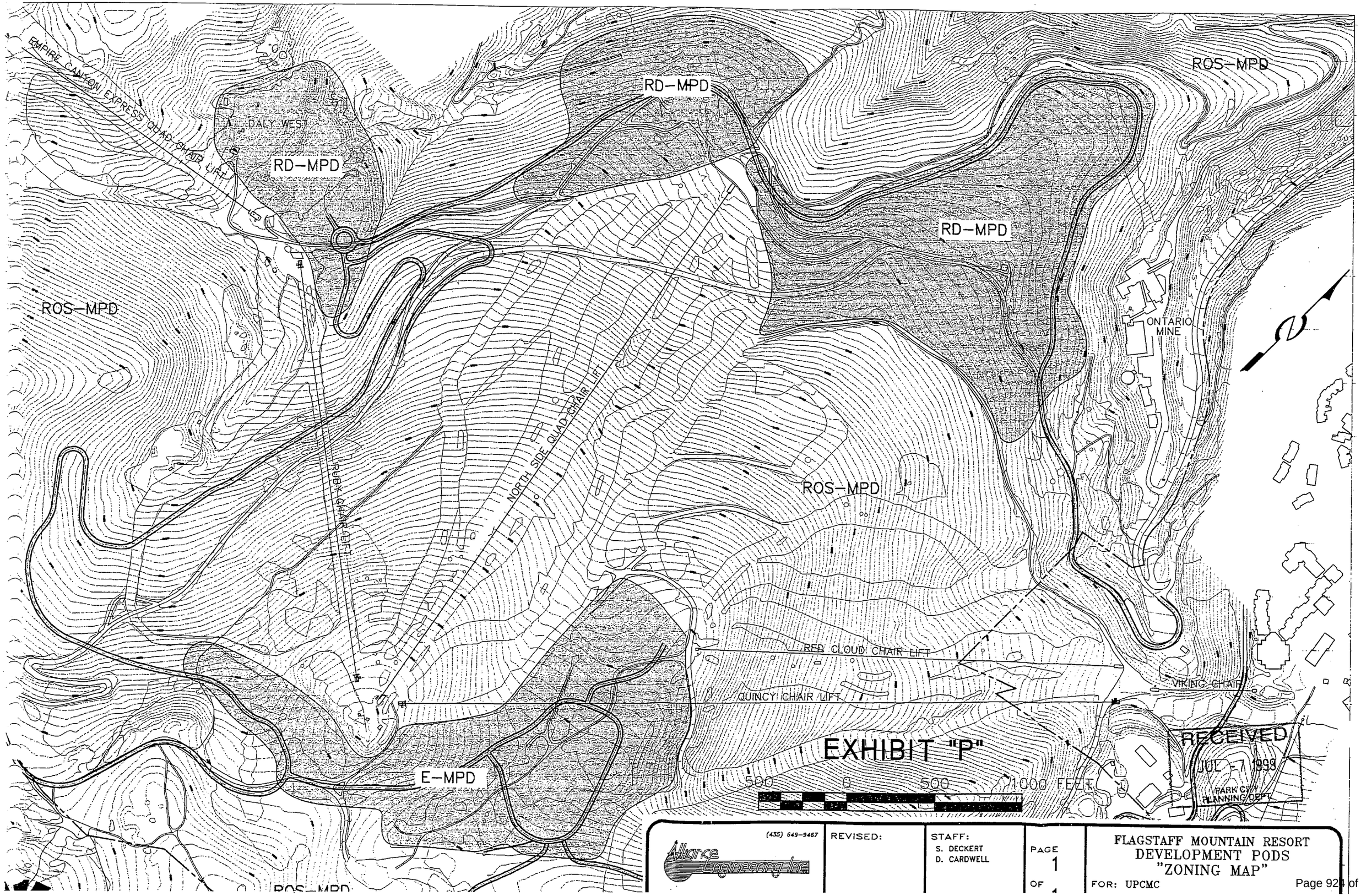
BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT O



(435) 649-9467

Alliance Engineering Inc

REVISED:

STAFF:
S. DECKERT
D. CARDWELL

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
DEVELOPMENT PODS
"ZONING MAP"
FOR: UPCMC

SENSITIVE LAND OVERLAY STUDY: GUARDSMAN PASS (R-5) SUBDIVISION EMPIRE PASS, PARK CITY, UT 84060

BY MICHAEL DEMKOWICZ, P.E. P.L.S
PRESIDENT OF ALLIANCE ENGINEERING, INC.
July 3, 2025

2700 Homestead Suite 50 & 60, Park City, Utah

P.O. Box 2664 | Office: 435-649-9647

Chapter 2.21.3 Sensitive Lands OverlayZone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A) Require dedicated open space in aesthetically and environmentally sensitive Areas;
B) Encourage preservation of large expanses of open space and wildlife habitat;
C) Cluster development while allowing a reasonable use of property;
D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
E) Protect and preserve environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

A) **SENSITIVE LAND ANALYSIS**

- Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

B) **APPLICATION OF OVERLAY ZONE REGULATIONS**

- Regulatory standards apply to the type of sensitive land delineated.

C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**

- Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

D) **HARDSHIP RELIEF**

- If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

SENSITIVE LAND ANALYSIS:

1) **Slope/Topographic Map**

- A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

2) **Ridge Line Area**

- A map depicting all crests of hills and ridge line areas.

3) **Vegetative Cover**

- A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.
- The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

4) **Designated Entry Corridors and Vantage Points**

- Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

5) **Wetlands**

- A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands,* as amended. **See Section 15-2.21-6.**

6) **Stream Corridors, Canals, and Irrigation Ditches.**

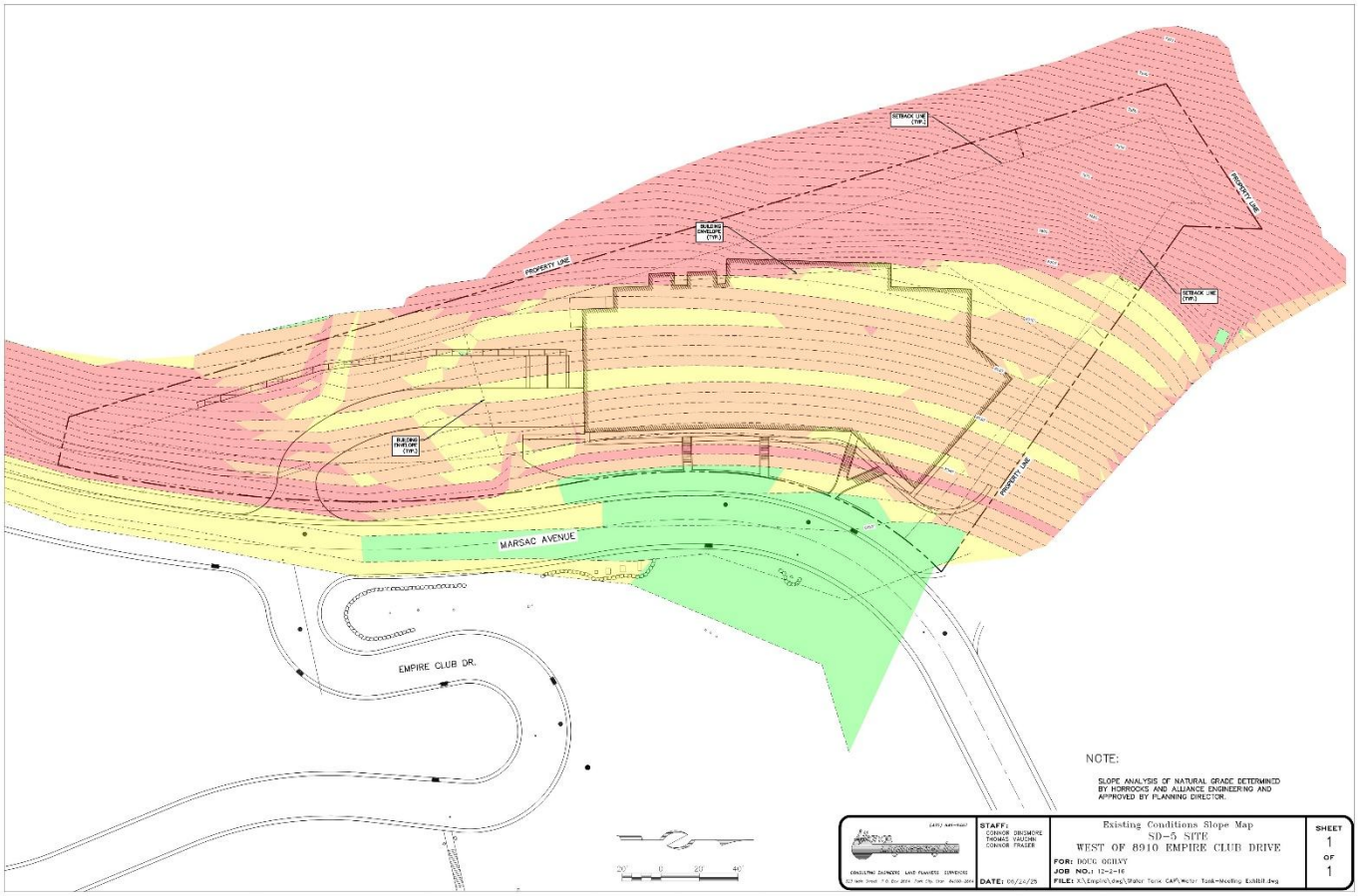
- A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

7) **Wildlife Habitat Areas**

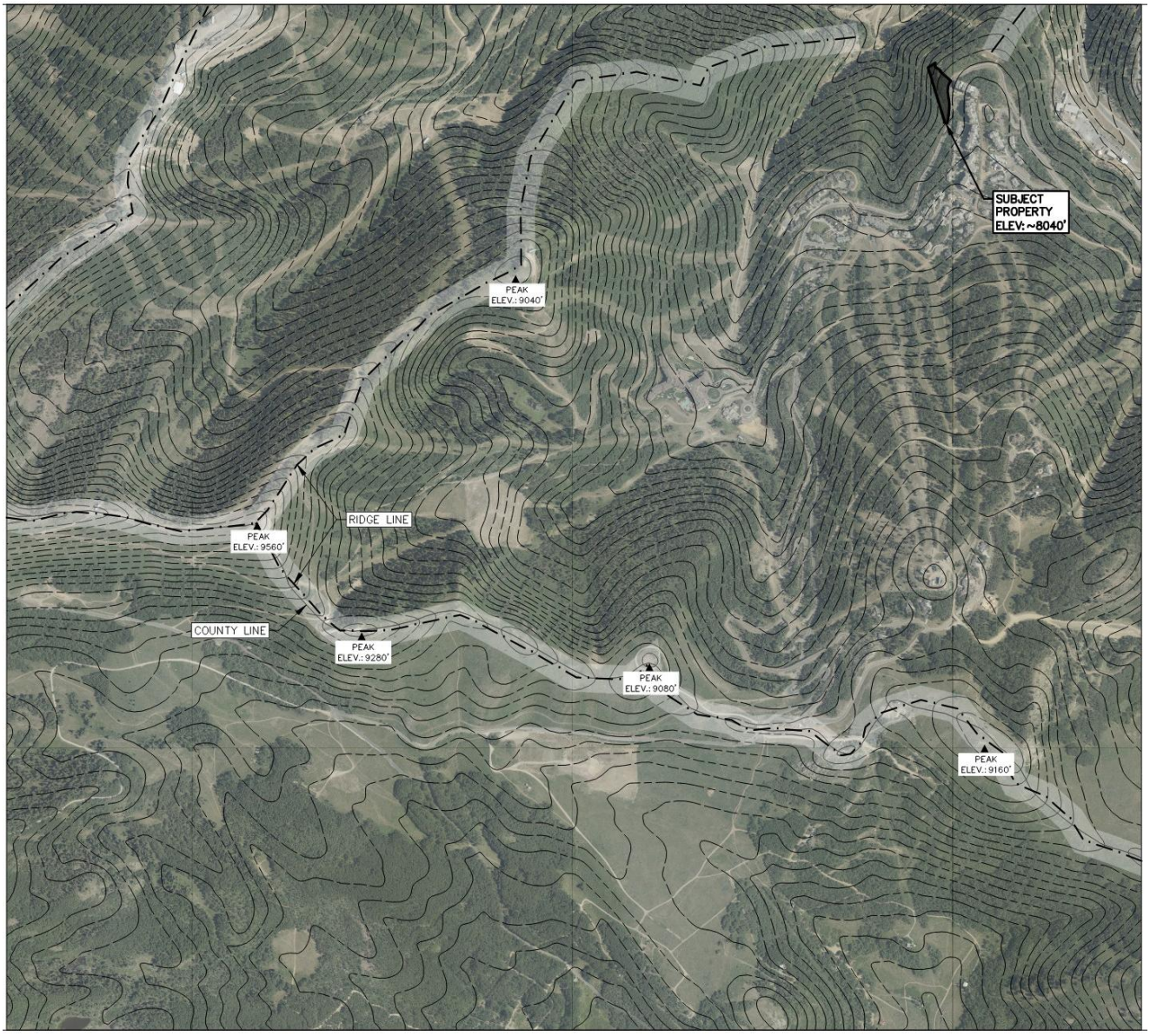
- A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

Topographic Map and Slope Analysis:

See attached Appendix



Ridge Line Study:

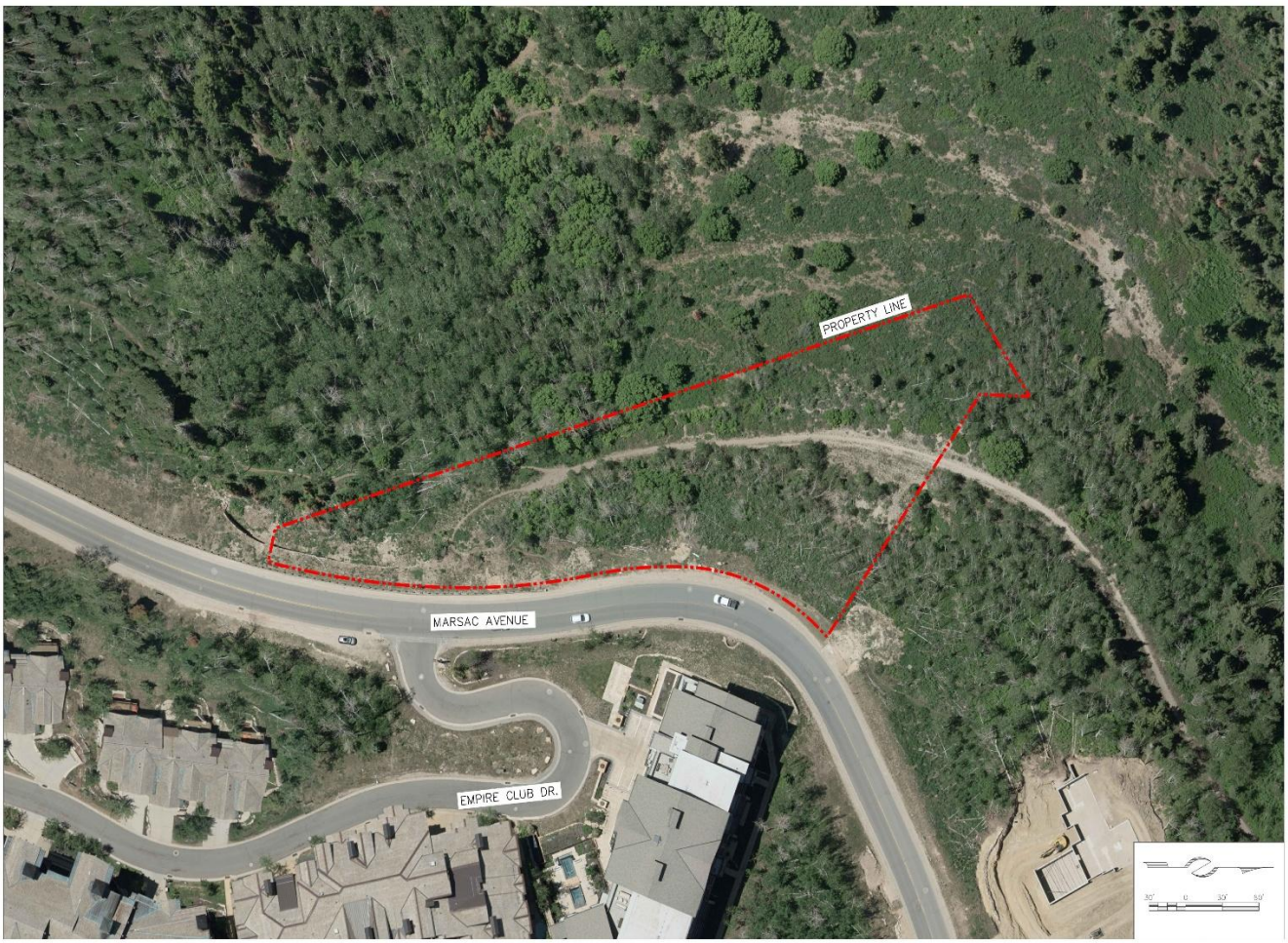


A field survey and topographic study was performed by Alliance Engineering. The found subject property exists between elevations 7940’ and 8054’. The topography indicates subject property does not exist on any ridge lines.

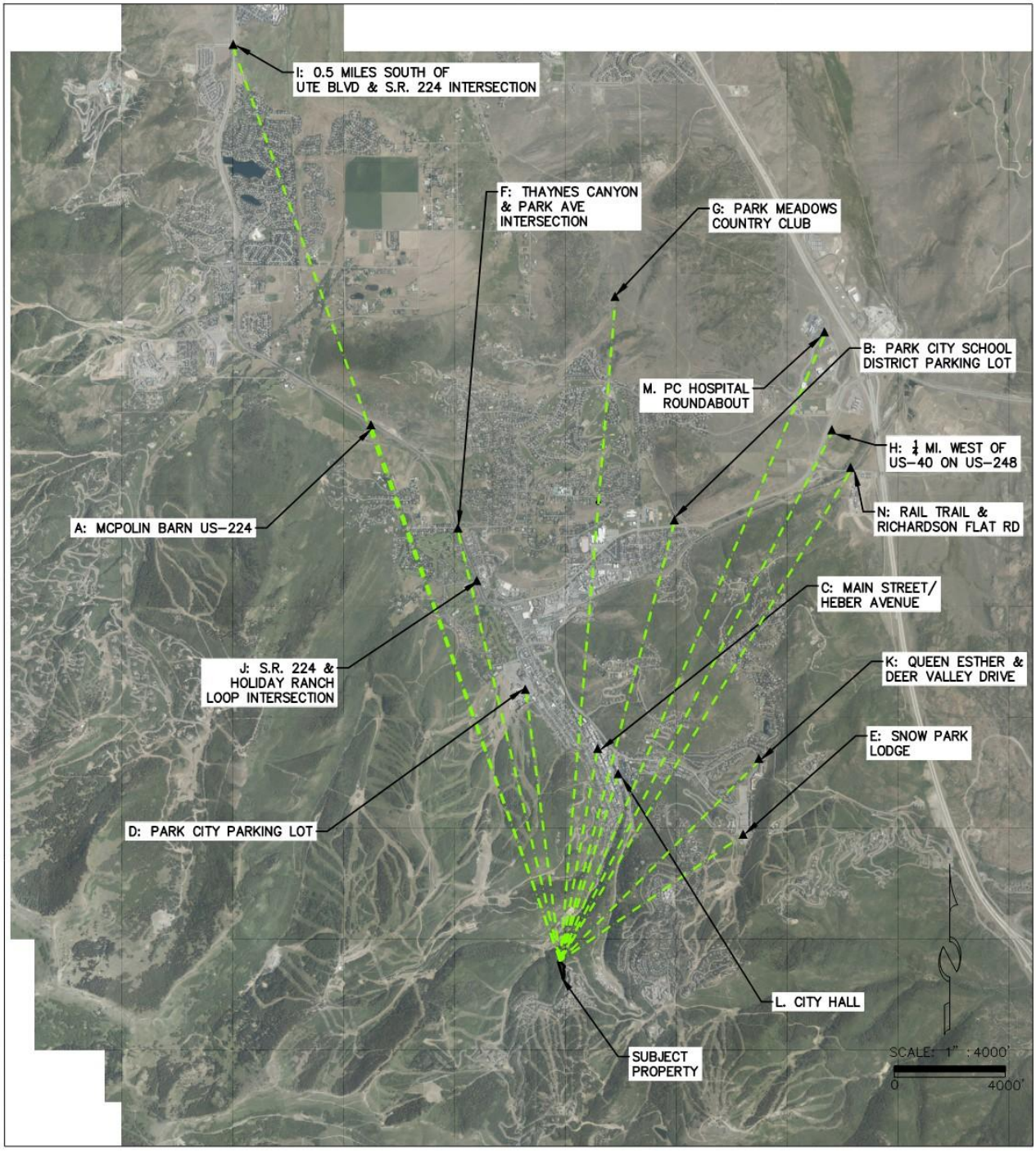
Topographic contours displayed above were collected from public databases (2018 USGIS) and serve as a visual aide for the purposes of this document.

Vegetative Cover:

See - **Bio-West report dated June 20,2025** - for field survey of existing vegetation affected by the proposed building addition. The site currently has existing disturbance from a very old, abandoned mining road/ the “Empire Connect” biking/ hiking trail that runs north to south along the subject property. The project will re-establish the existing “Empire Connect” biking/hiking trail. The building footprint will utilize the mine road to effect less of the on-site vegetation. Subject property to be re-vegetated with landscape improvements as part of project conditions set forth in a landscape plan to accompany the building permit.



Designated Entry Corridors and Vantage Points:





DESIGNATED ENTRY CORRIDOR VANTAGE POINT “A” – McPolin Barn (3000 SR U.S. 224)

Vantage Point “A” is 3.79 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “B” – Park City School District Campus

Vantage Point “B” is 3.16 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “C” – Intersection of Main Street and Heber Avenue.

Vantage Point “C” is 1.59 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “D” – Park City Ski Area Base

Vantage Point “D” is 1.92 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



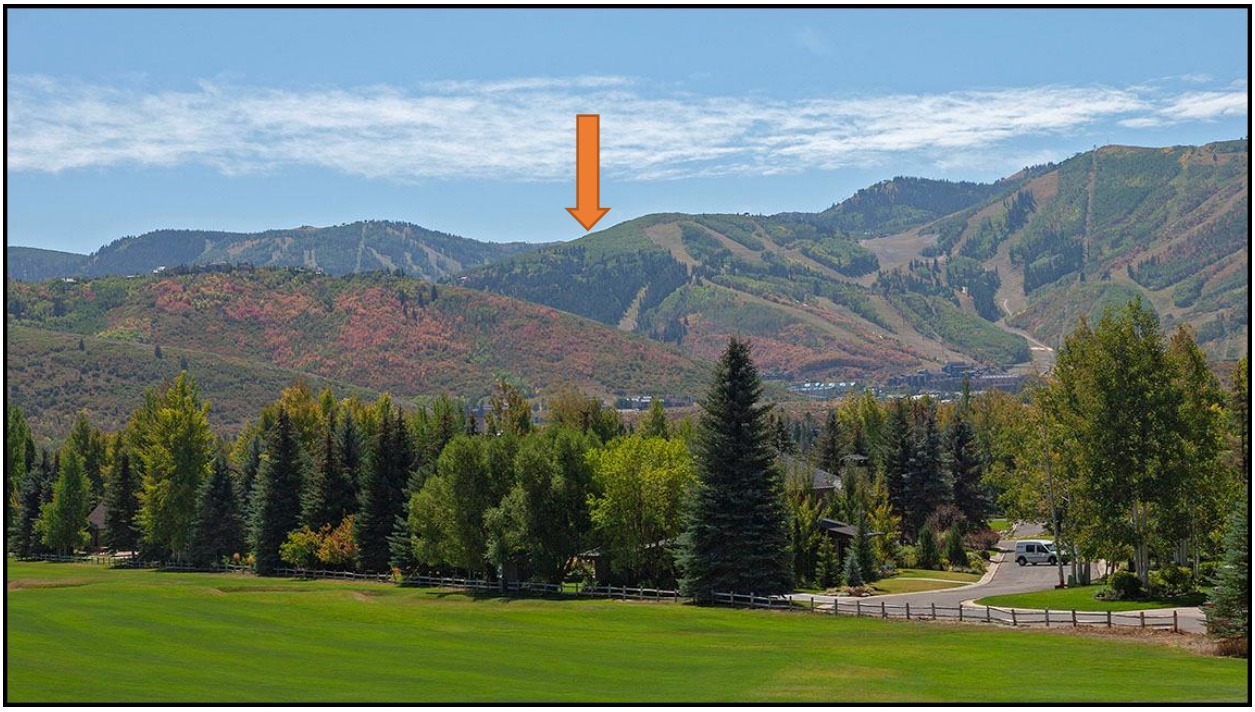
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “E” – Snow Park Lodge

Vantage Point “E” is 1.61 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “F” – Thaynes Canyon & Park Ave

Vantage Point “F” is 2.62 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “G” – Park Meadows Golf Course Club House

Vantage Point “G” is 4.01 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “H” – Highway 248, ¼ mile from US40

Vantage Point “H” is 4.34 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



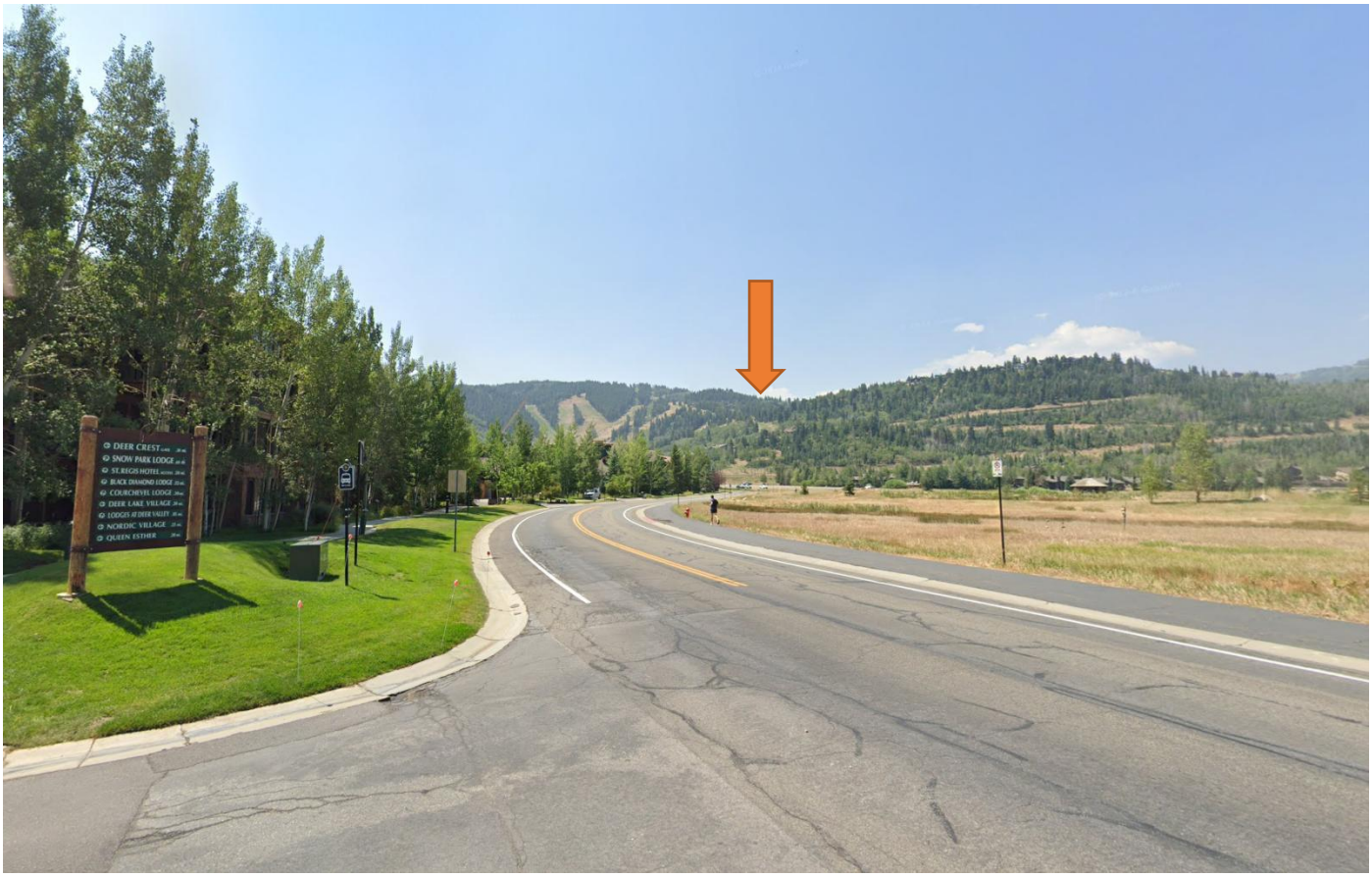
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “I” – Highway 224, 0.5 miles south of Ute Blvd. & SR 224 Intersection

Vantage Point “I” is 6.55 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “J” – S.R. 224 and Holiday Ranch Loop Road

Vantage Point “J” is 3.03 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “K” – Queen Esther and Deer Valley Drive Intersection

Vantage Point “K” is 1.99 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “L” – City Hall (445 Marsac Avenue)

Vantage Point “L” is 1.51 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “M” – Park City Hospital (900 Round Valley Drive)

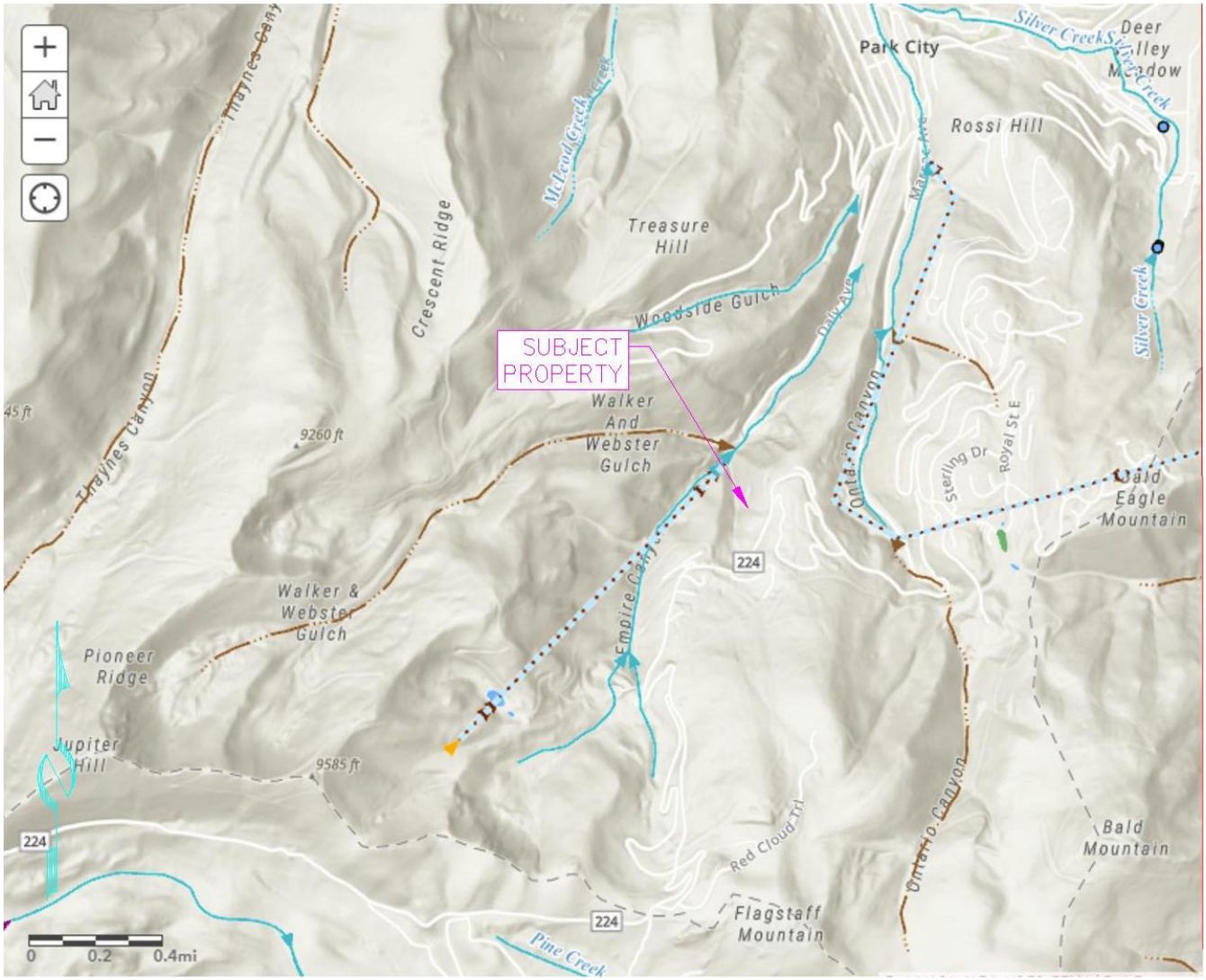
Vantage Point “M” is 4.79 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “N” – Rail Trail and Richardson Flat Rd. Intersection

Vantage Point “N” is 4.02 miles from the project. ARGUS (R-5) SUBDIVISION is not visible from this vantage point.

Wet Lands, Stream Corridors, Canals, and Irrigation Ditches:



Subject property is not affected by any designated wetlands, streams, canals, or irrigation ditches as determined by national hydrology dataset from USGS data updated July 2023.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Existing drainage areas on site will be maintained and protected as necessary under storm water pollution prevention plan best practices.

Wildlife Habitat Areas:

ARGUS (R-5) SUBDIVISION site is identified as wildlife habitat on the Utah Department of Natural Resources website for the following specied: black bear, moose, mule deer, elk, and snowshoe hare. Due to the developed nature of the surrounding areas, it is assumed that development within the property will not be a detriment to the wildlife. Occasional wildlife can be anticipated in the area. The following are exhibitions of the habitat areas within and surrounding the property.

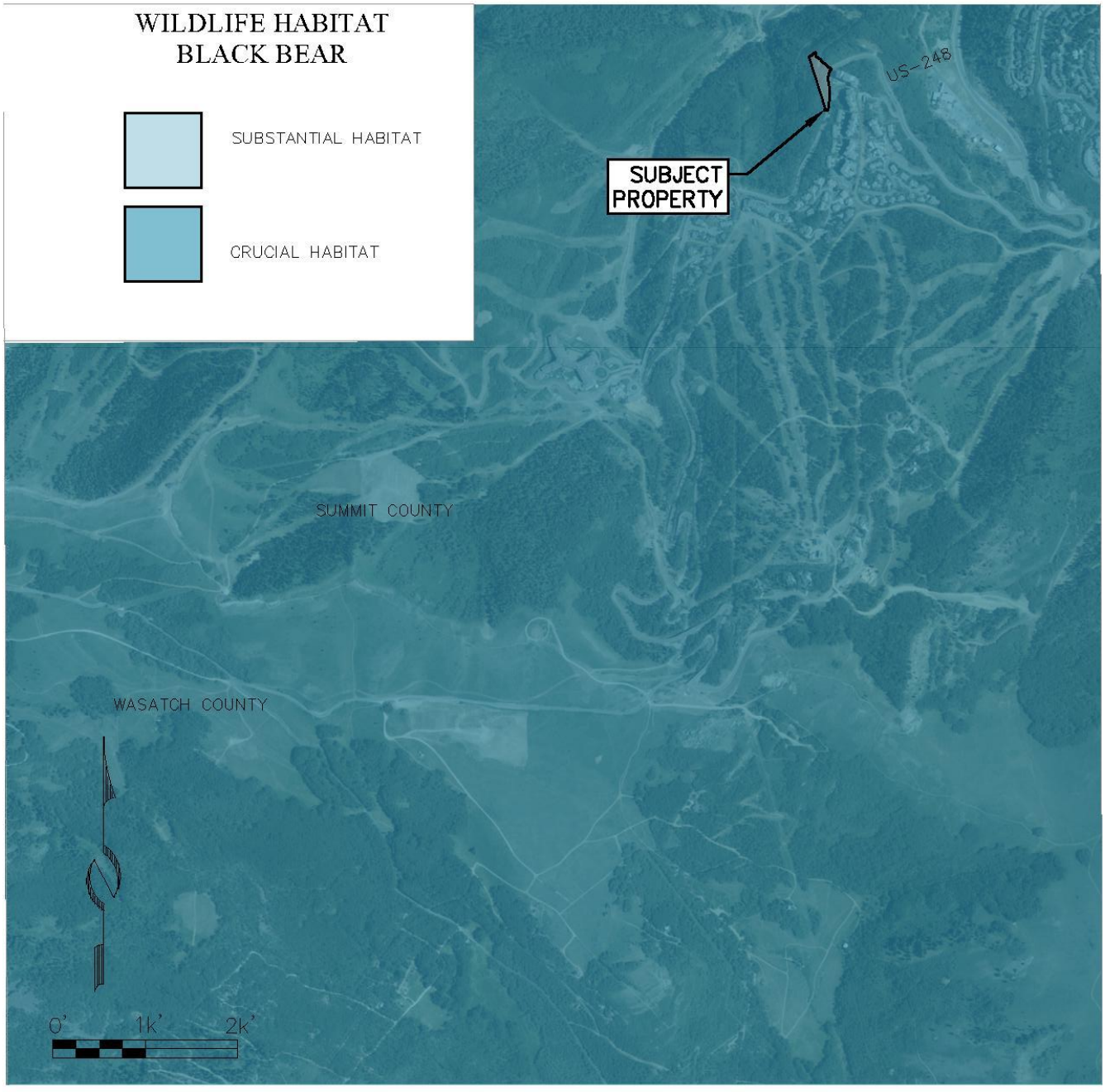


FIGURE 7.1: Shows a crucial, year-long habitat for the regional Black Bear

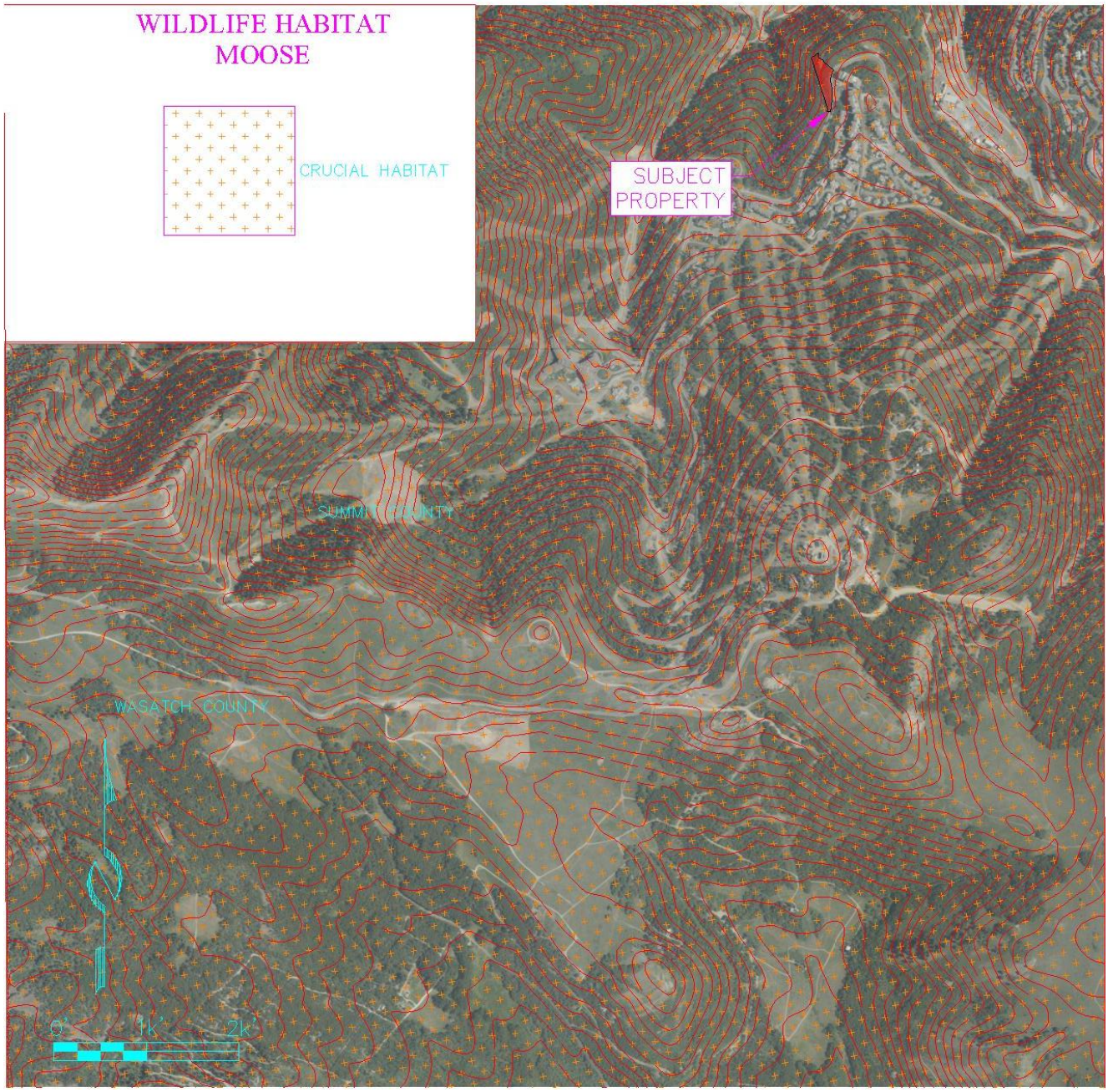


FIGURE 7.2: Shows a crucial, year-long crucial habitat for the regional Moose.

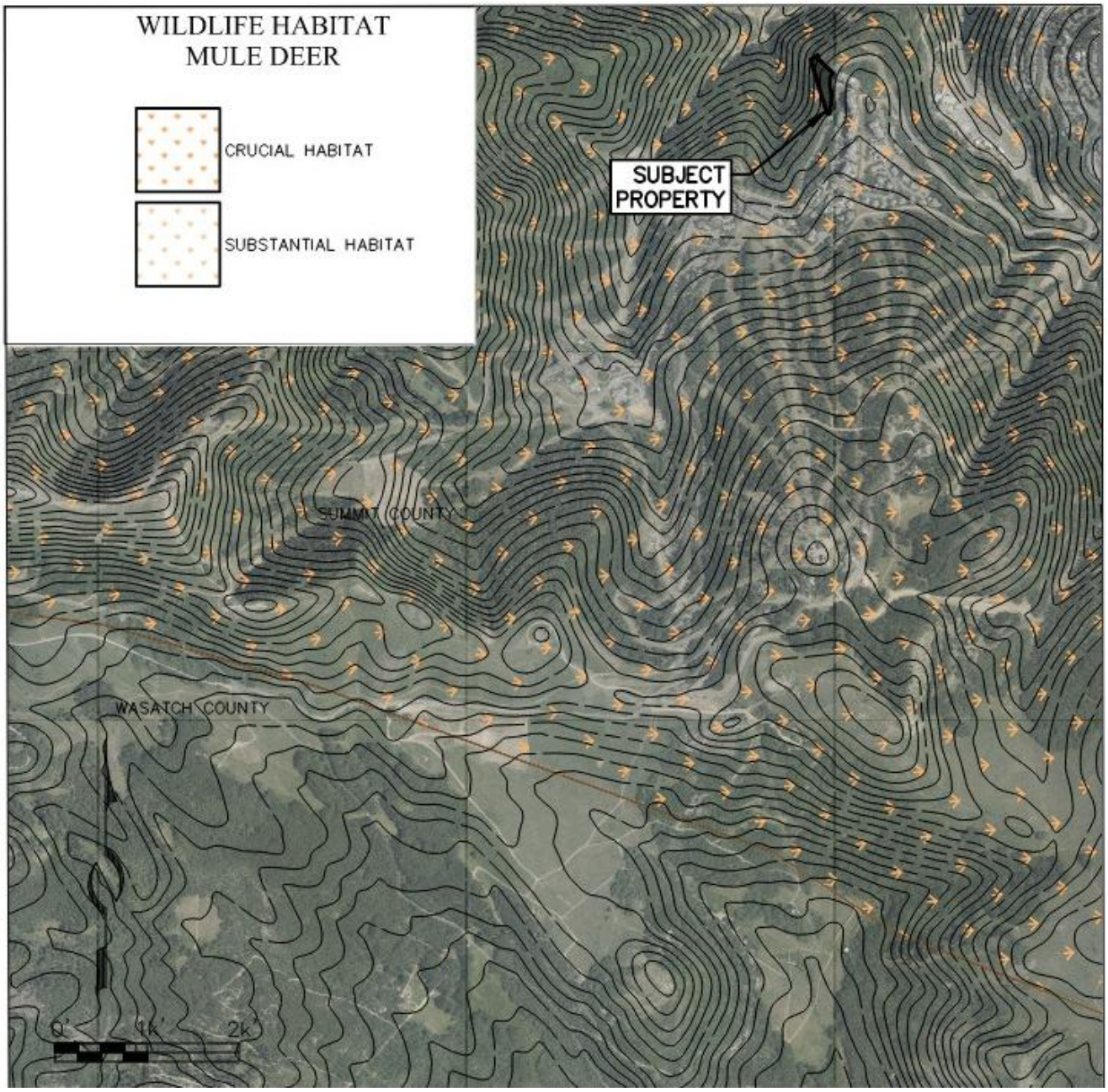


FIGURE 7.3: Shows a crucial, seasonal (Summer) habitat for the regional Mule Deer.

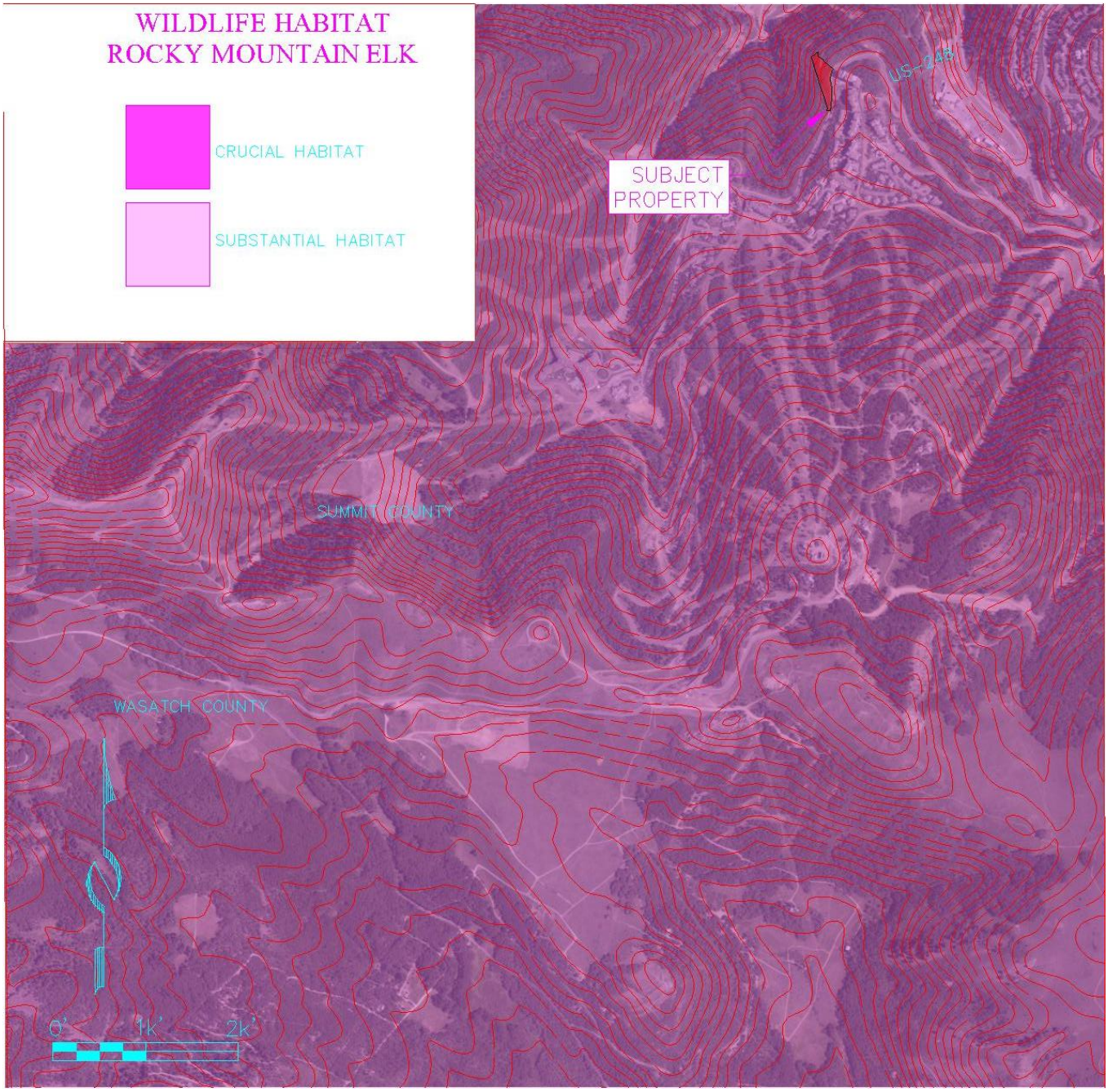


FIGURE 7.4: Shows a crucial habitat for the Rocky Mountain Elk.

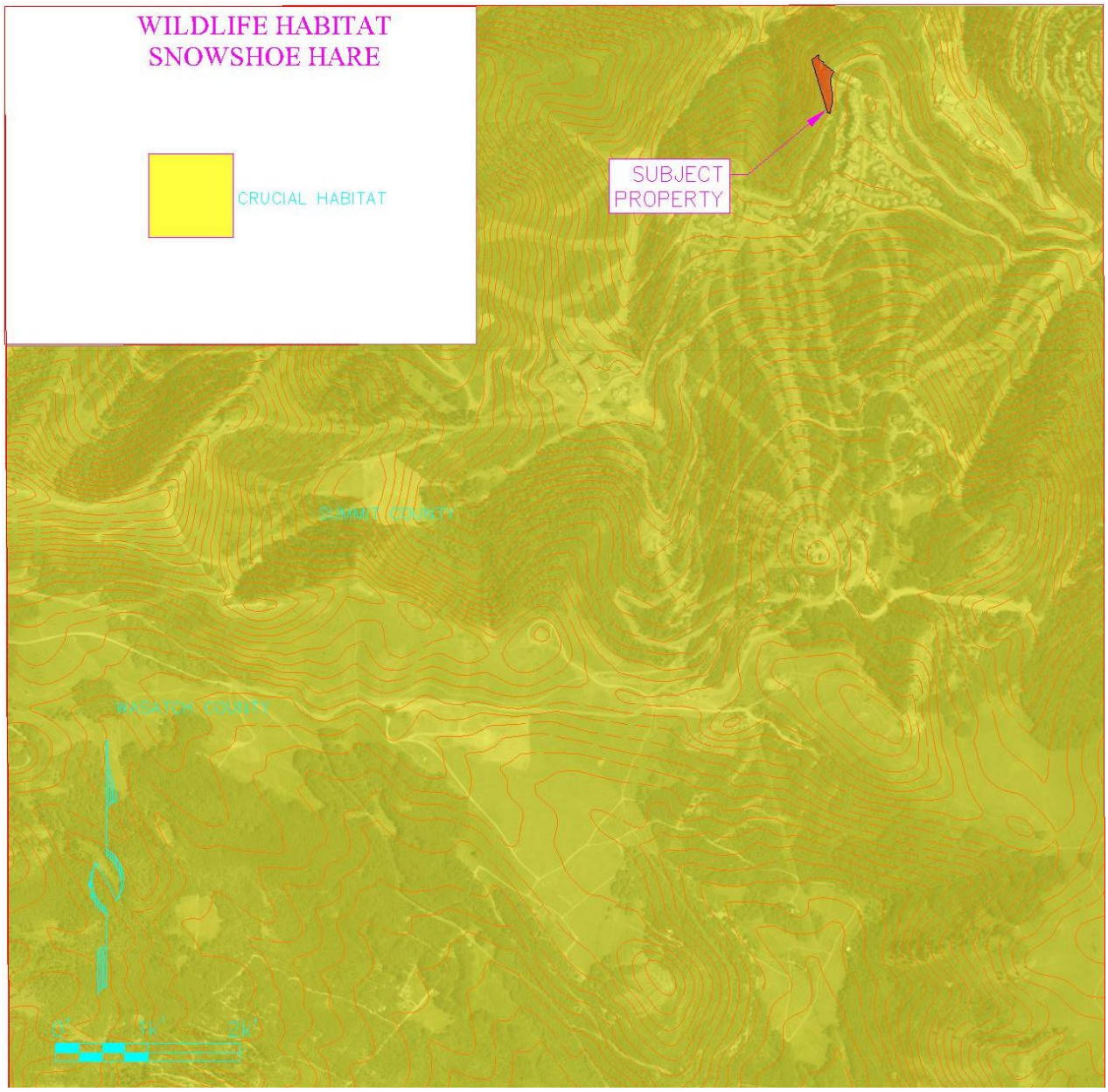


FIGURE 7.5: Shows a crucial, year-long habitat for the Snowy Shoe Hare.

BIO-WEST Inc.
1063 West 1400 North
Logan, Utah
84321-2291
Ph: 435.752.4202
Fx: 435.752.0507
www.bio-west.com

Environmental Analysis and Permitting

Geology/ Hydrogeology and Remediation

Fisheries and Aquatic Ecology

GIS Planning and Analysis

Landscape Architecture and Environmental Planning

Vegetation Resources

Watershed Sciences

Wetland Resources

Wildlife Resources

June 20, 2025

Mr. Douglas Ogilvy
Clachan Development, LLC
741 Martingale Lane
Park City, UT 84098

Subject: Wildlife and Environmental Impacts and Recommendations- Marsac Avenue Parcels, Park City, Summit County, Utah

Dear Mr. Ogilvy:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide you with this report regarding potential wildlife and native vegetation community impacts and recommendations to minimize and mitigate those impacts, for the Marsac Avenue parcels (survey areas), located in Park City, Summit County, Utah. The survey areas are composed of two separate proposed development sites. The Summit County parcel numbers and acreages are PCA-S-98-SD-5 (1.52-acres), PCA-S-98-SD-1-A (2.42-acres), and PCA-S-98-II-X (3.03-acres). For purposes of this report, the 1.52-acre parcel will be referred to as the north survey area, and the 2.42-acre parcel and 3.03-acre parcel will be combined (5.45-acres), and referred to as the south survey area. Figures 1 and 2 illustrate the location and topography of the survey areas. Both of the survey areas are located adjacent to Marsac Avenue, approximately 1.4 miles (north survey area), and 2 miles (south survey area), south of Park City, Utah. The north survey area is located within an elevation range of approximately 7,920 feet above mean sea level (amsl), to 8,055 feet amsl. The south survey area is located within an elevation range of approximately 8,400 feet amsl, to 8,550 feet amsl.

The survey areas are proposed for residential and vacation development projects, as both condominiums and single family homes. Potential vegetation and wildlife community impacts due to the project have been assessed and recommendations for mitigation of the impacts are provided here. The assessment is guided by the elements required by the Park City Sensitive Lands Requirements for Wildlife Habitat Analysis.

The resource areas of focus for the impact assessment include native vegetation, native wildlife (including migratory birds), and any sensitive species or other resources of interest. Impact mitigation recommendations are provided at the end of the report.

Existing Resources

The existing resources have been documented through a combination of a preliminary desktop analysis and a follow up site visit to view existing conditions in person. A BIO-WEST Ecologist visited the survey areas on June 12, 2025. A survey areas photo log is included with this report to provide a general view of existing conditions.

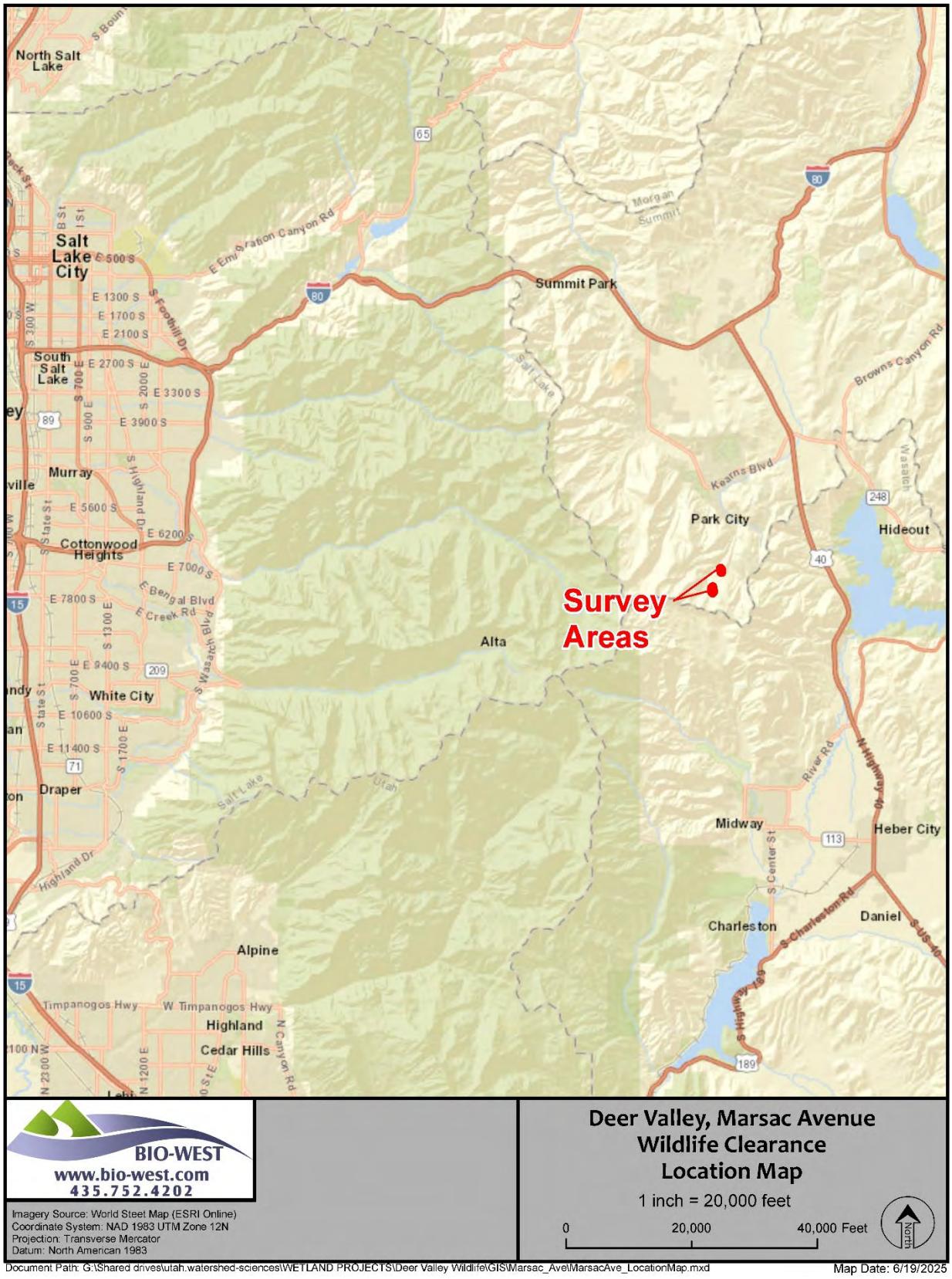


Figure 1. Survey Areas Location Map

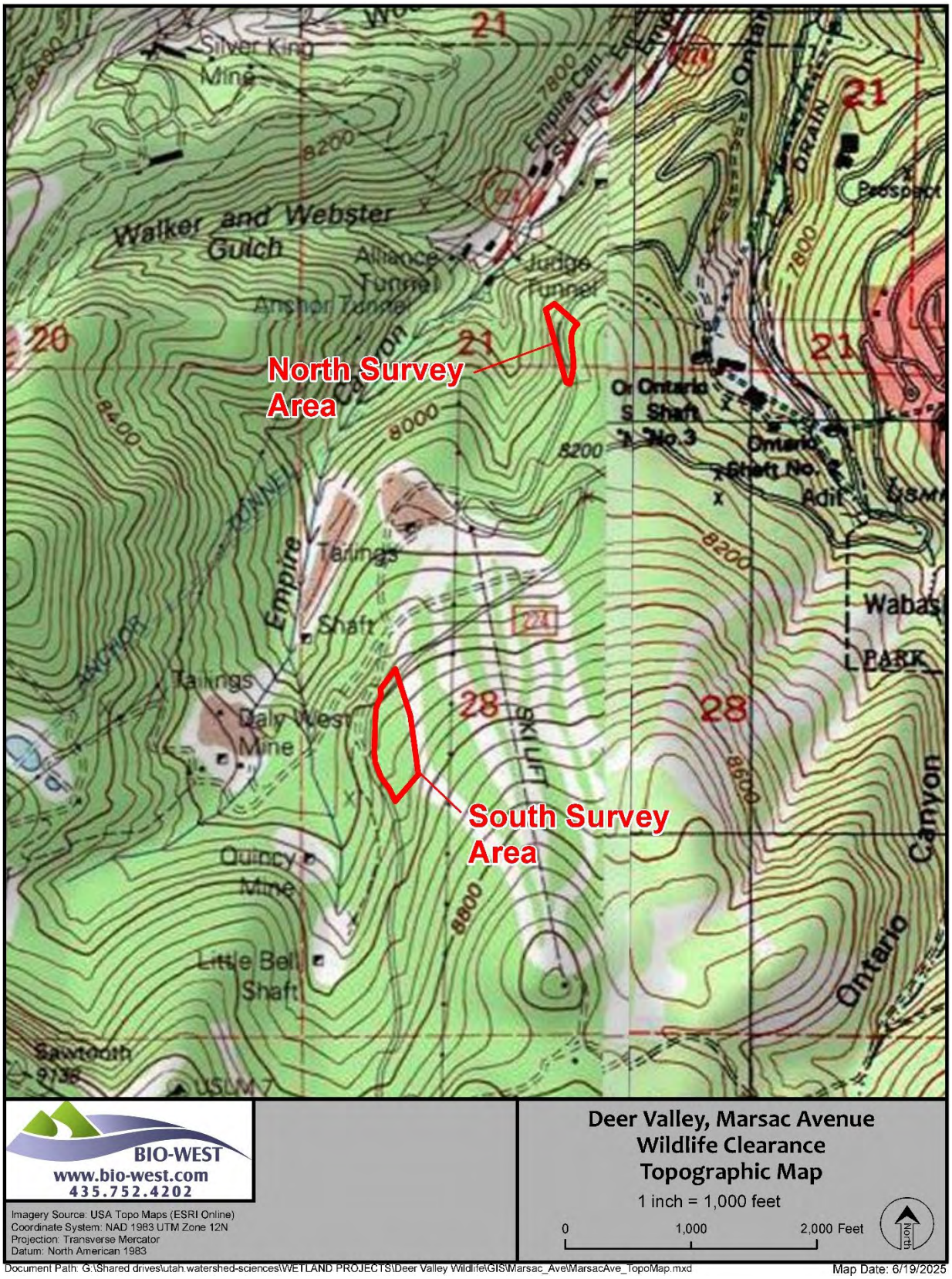


Figure 2. Survey Areas Topographic Map

The preliminary desktop analysis primarily utilized the Wildlife Habitat Analysis Tool (WHAT) report generator provided by the Utah Division of Wildlife Resources, in addition to the U.S. Fish & Wildlife Service's, IPaC (Information for Planning and Consultation) report generator. Both of the generated reports are attached to this letter. A brief description of the resource features identified from the preliminary desktop analysis and the survey areas site visit is provided below.

The north survey area is located on a steep west facing slope adjacent to Marsac Avenue. The north survey area currently supports sporadic native tree cover, dense shrubs, and a combination of native and non-native grasses and forbs. The dominant vegetation on the north survey area is aspen (*Populus tremuloides*), bigtooth maple (*Acer grandidentatum*), and chokecherry (*Prunus virginiana*). The larger aspen trees on this survey area appear to be stressed and many are dead and remain as dead standing timber. The north survey area appears to have been subject to tree clearing and ground disturbance over the past several decades. The surrounding highway and vacation condominium construction may have also altered the hydrology of the area, making it more conducive to drying out, which could also be a reason for the existing aspen tree stress and mortality. During the site visit, the vegetation that was visible and identifiable was documented. Vegetation identified during the site visit is listed in Table 1 below.

Table 1. Vegetation Identified Within the Survey Areas

Common Name	Scientific Name	Growth Form
Subalpine Fir	*Abies lasiocarpa*	Tree
Blue Spruce	*Picea pungens*	Tree
White Fir	*Abies concolor*	Tree
Quaking Aspen	*Populus tremuloides*	Tree
White Spruce	*Picea glauca*	Tree
Douglas Fir	*Pseudotsuga menziesii*	Tree
Bigtooth Maple	*Acer grandidentatum*	Shrub
Gamble Oak	*Quercus gambelii*	Shrub
Wood's Rose	*Rosa woodsii*	Shrub
Sagebrush	*Artemisia tridentata*	Shrub
Snowberry	*Symphoricarpos occidentalis*	Shrub
Oregon Grape	*Berberis repens*	Shrub
Chokecherry	*Prunus virginiana*	Shrub
Common Ninebark	*Physocarpus opulifolius*	Shrub
Western Serviceberry	*Amelanchier alnifolia*	Shrub
Rubber Rabbitbrush	*Ericameria nauseosa*	Shrub
Smooth Brome	*Bromus inermis*	Herbaceous (Grass)
Plumeless Thistle	*Carduus nutans*	Herbaceous (Listed Noxious Weed)
Common Dandelion	*Taraxicum officinale*	Herbaceous
Tall Fringed Bluebells	*Mertensia ciliata*	Herbaceous
English Plantain	*Plantago lanceolata*	Herbaceous
Intermediate Wheatgrass	*Thinopyrum intermedium*	Herbaceous
Common Yarrow	*Achillea millefolium*	Herbaceous
Mullein	*Verbascum thapsus*	Herbaceous
Sedge	*Carex* sp.	Herbaceous

The south survey area currently supports a high quality, mature aspen and mixed conifer forest, along with some weedy disturbed areas associated with the existing water tank and infrastructure. The dominant vegetation is aspen, white fir (*Abies concolor*), subalpine fir (*Abies lasiocarpa*), and snowberry (*Symphoricarpos occidentalis*). The south survey area has been subject to past land clearing and disturbance associated with the large water tank on the south half of the property. The south survey area also has a high voltage power line running through the center of the property in a northwest to southeast direction. The south survey area is adjacent to Marsac Avenue and a winter ski run.

Game trails with Elk *(Cervus canadensis)* and Mule Deer (*Odocoileus hemionus)* tracks and scat were observed surrounding the survey areas during the site visit. Mule Deer tracks and scat were observed. It is likely that Elk and Mule Deer are utilizing the survey areas for habitat. Table 2 lists the wildlife species observed during the survey areas visit. It is very likely that both of the sites within the survey areas are being utilized for migratory bird nesting due to the high prevalence of native shrubs and trees present. The block of mature forest in the south survey area is the highest quality wildlife habitat present within either site.

Table 2. Wildlife Identified Within the Survey Areas

Common Name	Class	Scientific Name	Observation
House Finch	Bird	*Haemorhous mexicanus*	Visual
Black Magpie	Bird	*Pica hudsonia*	Visual
Mountain Chickadee	Bird	*Poecile gambeli*	Visual
Dark Eyed Junco	Bird	*Junco hyemalis*	Visual
Pine Siskin	Bird	*Spinus pinus*	Visual
Red Breasted Nuthatch	Bird	*Sitta canadensis*	Visual
Spotted Towhee	Bird	*Pipilo maculatus*	Visual
Chipping Sparrow	Bird	*Grus canadensis*	Visual
American Red Squirrel	Mammal	*Tamiasciurus hudsonicus*	Visual
Elk	Mammal	*Cervus canadensis*	Scat and Tracks
Mule Deer	Mammal	*Odocoileus hemionus*	Scat, Tracks

Impacts to State Species of Concern

The Utah Division of Wildlife Resources has listed several species as being located within the general region of the survey areas. The type of habitat and value are listed with each species. This generalized state mapping program is described within the attached UDWR report. The UDWR suggest that the survey areas may contain habitat for Black Bear (*Ursus americanus)*-(year-long crucial), Dusky Grouse (*Dendragapus obscurus*)-(year-long crucial), Elk (spring-fall substantial), Moose (*Alces alces*)-(year-long crucial, calving habitat), Mule Deer (summer crucial), Ruffed Grouse (*Bonasa umbellus*)-(year-long substantial), Snowshoe Hare (*Lepus americanus*)-(year-long substantial), and White-Tailed Jackrabbit (*Lepus townsendii*) (year-long). Due to the survey areas being surrounded by roads, infrastructure, and buildings, the likelihood of Black Bear, Moose, and White-Tailed Jackrabbit regularly utilizing this project area is low. These species would most likely be less tolerant of the adjacent highway and human activities.

The mature forested area and the disturbed weedy areas are providing resting, feeding, and cover habitat for larger mammals such as Mule Deer and Elk. Ruffed Grouse and Dusky Grouse could utilize the forested habitat and areas of dense shrubs. These two species of Grouse are common in Utah's mountain habitats and are

together often referred to as Forest Grouse. The habitat for Forest Grouse consists of forested aspen and conifer habitats, shrublands, and riparian areas adjacent to stream beds, and transitional areas between fields and forests (USU 2024). The mature forest habitat within the south survey area and the dense shrubs in the north survey area could provide habitat for the Forest Grouse. The habitat within both survey areas could support use by Snowshoe Hare for feeding and cover.

Again, the highest quality wildlife habitat provided by either survey area is found in the mature forest block of the south survey area. The mature forest block has a very high potential to support nesting by numerous species of native birds. The wildlife observed during the site visit are listed in Table 2.

Potential for Federal and State Listed Wildlife Species

A list of federally-listed species protected under Section 7 of the Endangered Species Act (ESA) of United States Fish and Wildlife Service (USFWS) was gathered to determine if these protected species may potentially occur within the survey areas (Table 3). The list of federally-listed species was gathered based on the USFWS Information for Planning and Consultation (IPaC) report (USFWS 2025; Attached). Based on the findings from this document, four species could occur within the region of the survey areas. Only one species, the Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*), a proposed for listing endangered species, could potentially occur within the survey areas. If the Suckley's Cuckoo Bumble Bee were to utilize the survey areas, it would likely be infrequent and only to take advantage of any pollinator plant resources. There are no requirements for consultation with the USFWS for candidate species proposed for listing under Section 7 of the ESA, but the USFWS encourages all agencies to take advantage of opportunities they may have to conserve these species.

Table 3. Federally-listed species and their potential occurrence within the survey areas.

Species (*Scientific Name*)	**Federal Status**	**Does Critical Habitat exist within the survey areas?**	**Preferred Habitat[a]**	**Potential occurrence within the survey areas**
Canada Lynx (*Lynx canadensis*)	Threatened	No	This species occurs in remote montane coniferous forest, where snow shoe hare is their major food source.	This species is unlikely to occur within the survey areas. The species is exceedingly rare in Utah and breeding populations are thought to be extirpated from the state.
North American Wolverine (*Gulo gulo luscus*)	Threatened	No	This species occurs in the alpine tundra, subalpine forests, and remote mountainous forests. This species is dependent on persistent snow cover, and steep, rugged terrain. In Utah, this species has been observed in montane coniferous forests; however, sightings are exceedingly rare.	This species is unlikely to occur within the survey areas due to existing disturbances from urban development and from the Deer Valley ski resort. This species is exceedingly rare in Utah.
Monarch Butterfly (*Danaus plexippus*)	Proposed Threatened	No	This species relies on milkweed, nectar-rich flowering plants, and streamside meadows for its food source.	This species is unlikely to occur within the survey areas due to the lack of milkweed plants.
Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*)	Proposed Endangered	No	This species prefers open grassy areas, urban parks and gardens, chaparral and shrub areas and mountain meadows. This species relies on asters, *Chrysothamnus*, *Cirsium*, and *Solidago* and other flowering plants for nectar and pollen sources.	This species could utilize the survey areas if the appropriate flowering pollinator plants existed. The survey areas are generally providing a low percentage of the preferred pollinator plants for this species.

[a]Habitat descriptions are from NatureServe Explorer, USFWS, and UDWR Field Guide.

General Impacts to Wildlife

Wildlife using the survey areas will no longer do so on developed land with structures, driveways, and infrastructure after completion of project work. Wildlife may continue to utilize the survey areas where there is open space and undeveloped habitat. Care should be taken to prevent the destruction of migratory bird nests during the tree clearing phase of the construction effort. Species that are more tolerant and adaptable to human disturbance may become more prevalent following development, while more secretive species that intolerant to human disturbance will likely avoid the survey areas following development.

Mitigation and Impact Minimization Recommendations

The survey areas are currently providing habitat for native birds and mammals. We recommend that any unused open space remaining after project completion be vegetated with native plants when possible. These native plants are important for area wildlife including the mammals, birds, and pollinator insects.

Suitable habitat for elk and mule deer does exist within the survey areas. If these species are present locally during clearing and construction activities, they will likely avoid the area due to the mechanical disturbances. The elk and deer will continue to utilize the surrounding landscape and we recommend the development landscaping be designed to allow for this native wildlife to continue utilizing the area.

Protections for Migratory Birds

The survey areas contain high quality nesting substrate and suitable habitat for migratory birds. Therefore, BIO-WEST recommends that construction be avoided during nesting and brood-rearing season for protected migratory birds to comply with the amended Migratory Bird Treaty Act of 1918 (MTBA) (16 U.S.C. 703-712; Ch. 128), which makes it illegal to “pursue, hunt, take, capture, kill, attempt to take, capture or kill” any migratory bird or their eggs or nests without first obtaining a permit from USFWS (16 U.S.C. 703-712; Ch. 128; July 13, 1918; 40 Stat. 755). This includes creating enough disturbances (e.g. noise, vibrations, visual disturbance) to cause a bird to abandon a nest or fledglings. Most bird species within the United States are protected under the MBTA.

To comply with the MBTA, BIO-WEST recommends that the following mitigation measures are implemented in the survey areas during construction:

- If possible, require that no clearing of nesting vegetation occurs during the typical nesting/brood-rearing period from April 1 through August 31.
- If vegetation clearing is required during the nesting/brood-rearing period, have a qualified wildlife biologist perform a nest-clearance survey immediately prior (within three days) to construction activities.
- If actively nesting and/or brood-rearing birds are found within the direct footprint of the clearing area, the clearance and construction should be postponed until breeding activity is completed and the nestling birds have fledged and the nest is no longer active (as assessed by a qualified wildlife biologist).
- If nesting bird species are located outside of the direct footprint of the clearing area but within the 300-foot buffer, a biologist should monitor those nests and determine if construction disturbance has the potential to cause nest abandonment.

Vegetation Removal and Re-establishment

Development should be focused in the previously disturbed weedy areas of the survey areas whenever possible. Numerous native trees and shrubs will likely be removed for the development of these properties. These vegetation removal activities will negatively impact the wildlife that are currently using this vegetation for habitat. Mature tree (aspen and conifers), removal should be avoided to the greatest extent possible so that these trees can continue providing valuable nesting and cover habitat for native birds. Berry producing shrubs are important food and cover resources for birds and mammals. Snowberry and chokecherry removal should be avoided to the greatest extent that is possible.

BIO-WEST recommends that when possible trees and other native vegetation be planted in unused open space to account for the loss of trees and other vegetation from construction activities. Aspen trees are critical for maintaining biodiversity, and provide habitat for numerous other plant and wildlife species (USFS 2005). Saplings of aspen trees should be replanted when possible. Aspen saplings can be planted in early spring in areas with moist, well-drained soil with plenty of sunlight, or planting can also be done after dormancy in the fall before winter snow. Native herbaceous grass and forb species can also be seeded and replanted within the project area after grading and construction activities are completed within the project area. A list of potential native species of herbs and shrubs for revegetation (planting and/or seeding) within the survey areas is provided below.

- Aspen (*Populus tremuloides*)
- Native Spruce/Fir (*Picea/Abies* spp.)
- Blue elderberry (*Sambucus cerulea*)
- Big Tooth Maple (*Acer grandidentatum*)
- Sagebrush (*Artemisia tridentata*)
- Prairie Sagewort (*Artemisia frigida*)
- Prairie Junegrass (*Koeleria macrantha*)
- Wax Currant (*Ribes cereum*)
- Yarrow (*Achillea millefolium*)
- Native Grasses (*Poa* spp.)
- Western Groundsel (*Senecio integerrimus*)
- Wild geranium (*Geranium maculatum*)
- Horsemint (*Agastache urticifolia)*
- Indian paintbrush *(Castilleja* spp.*)*
- Wild buckwheat *(Eriogonum spp.)*
- Goldenrod *(Solidago* spp.*)*

Noxious Weed Control

It is critical to control and treat noxious weeds for the proposed project, as noxious weeds can spread rapidly, and negatively impact wildlife and vegetation habitat. The Utah Department of Agriculture and Food provides a list of state-listed noxious weeds (UDAF 2022). At least one of these listed noxious weed species is already present on the survey areas and disturbance can spread these existing weeds. These noxious weeds should be

treated promptly within the surveys area. BIO-WEST recommends using a combination of mechanical, chemical, and revegetation treatments to minimize and prevent noxious weeds from spreading.

Summary and Conclusions

The proposed project has the potential to cause negative impacts to wildlife, vegetation communities, and migratory birds. This project has the potential to introduce the spread of noxious weeds. To mitigate and minimize negative impacts to the environment to the greatest extent practicable, BIO-WEST is providing a list of recommendations that can be implemented to protect natural resources within the survey areas:

- To minimize and mitigate for impacts to wildlife and vegetation, revegetate disturbed areas with native forbs, grasses, and shrubs within the project area when possible.
- Design the landscaping to accommodate the native large mammals that will likely continue living in the area. Use wildlife friendly plantings and allow for wildlife to cross the landscape where possible.
- Avoid disturbing nesting birds by conducting vegetation clearance activities outside of the nesting season, or if that is not possible, having a qualified biologist conduct a nest-clearance survey if activities occur during the nesting season. More specific guidelines are provided in the Migratory Birds section to comply with the MBTA.
- Treat and control noxious weeds promptly during and after construction, as discussed in the Noxious Weed Control section.
- Additional mitigation measures for State Listed Sensitive Species are provided in the attached UDWR report. These measures should be implemented if possible and reasonable.

These recommendations should allow for some mitigation and minimization of negative environmental impacts associated with this project to the greatest extent practicable. Developing on open space landscapes such as the survey areas, inherently causes a loss of native wildlife habitat. The replacement of native vegetation and wildlife habitat is important, as the project is located within an important area for native wildlife. The large mammals, especially deer and elk will continue to utilize this area as habitat even after the development. The developers and managers of the projects should remember that they are surrounded by large blocks of native wildlife habitat and the expected use of native wildlife should be considered an amenity to be enjoyed by the residents. Accommodating and minimizing the impacts to these species should be part of the long term management of this area.

If you have any additional questions regarding this letter report or this project in general, please feel free to contact me.

Sincerely,

Robert W. Thomas
Biologist/ Environmental Project Manager

Attachments
Survey Area Boundary Maps
USFWS Informational Planning and Consultation Report
UDWR Wildlife Habitat Analysis Tool Report
Photos

References

United States Department of Agriculture Forest Service (USFS). 2005. Effectiveness monitoring of regeneration of managed rangelands. Accessed: 2/22/2025. Location: https://rangelandwatersheds.ucdavis.edu/publication%20list%20and%20files/jones_Asp_Mon.pdf

United States Fish and Wildlife Service (USFWS). 2025. Informational Planning and Consultation (IPAC) Report. Accessed: 6/14/2025.

Utah Department of Agriculture and Food (UDAF). 2022. State of Utah Noxious Weed List. Accessed: 6/14/2025. Location: https://ag.utah.gov/plant-industry/noxious-weed-control-resources/state-of-utah-noxious-weed-list/

Utah Division of Wildlife Resources (UDWR). 2025. Wildlife Habitat Analysis Tool. Accessed: 6/14/2025.

USU 2024. Utah State University Extension, Forest Grouse in the Fall. Chuck Carpenter III, Skyler Farnsworth, and David Dahlgren. https://wildlife.utah.gov/pdf/upland/forest_grouse_in_the_fall.pdf



BIO-WEST
www.bio-west.com
435.752.4202

North Survey Area

Deer Valley, Marsac Avenue Wildlife Clearance North Survey Area Map

1 inch = 150 feet

0 150 300 Feet

North

Imagery Source: World Imagery (ESRI Online)
Coordinate System: NAD 1983 UTM Zone 12N
Projection: Transverse Mercator
Datum: North American 1983

Document Path: G:\Shared drives\utah.watershed-sciences\WETLAND PROJECTS\Deer Valley Wildlife\GIS\Marsac_Ave\MarsacAve_NorthSurveyArea.mxd

Map Date: 6/19/2025

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Summit County, Utah



Local office

Utah Ecological Services Field Office

(801) 975-3330
(801) 975-3331

2369 West Orton Circle, Suite 50
West Valley City, UT 84119-7603

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
North American Wolverine Gulo gulo luscus Wherever found This species only needs to be considered if the following condition applies: • Species may be present based on transient occurrence as it moves through or too suitable habitat. Effects should be considered to species and projects should consult with the Service, however, depending on the project, consultation may not be necessary. No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee Bombus suckleyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

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Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

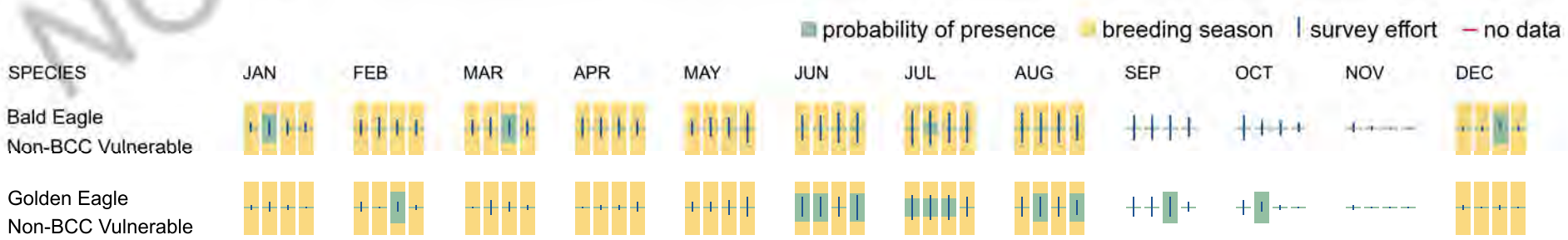
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your

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“IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON

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Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Black Rosy-finch Leucosticte atrata This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9460	Breeds Jun 15 to Aug 31
Broad-tailed Hummingbird Selasphorus platycercus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 25 to Aug 21
California Gull Larus californicus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds Mar 1 to Jul 31
Cassin's Finch Haemorhous cassinii This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9462	Breeds May 15 to Jul 15
Clark's Nutcracker Nucifraga columbiana This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA	Breeds Jan 15 to Jul 15
Evening Grosbeak Coccothraustes vespertinus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.	Breeds May 15 to Aug 10
Flammulated Owl Psiloscops flammeolus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/7728	Breeds May 10 to Aug 15
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31
Olive-sided Flycatcher Contopus cooperi This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3914	Breeds May 20 to Aug 31
Pinyon Jay Gymnorhinus cyanocephalus This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9420	Breeds Feb 15 to Jul 15
Virginia's Warbler Leiothlypis virginiae This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9441	Breeds May 1 to Jul 31
Western Grebe aechmophorus occidentalis This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743	Breeds Jun 1 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

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Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

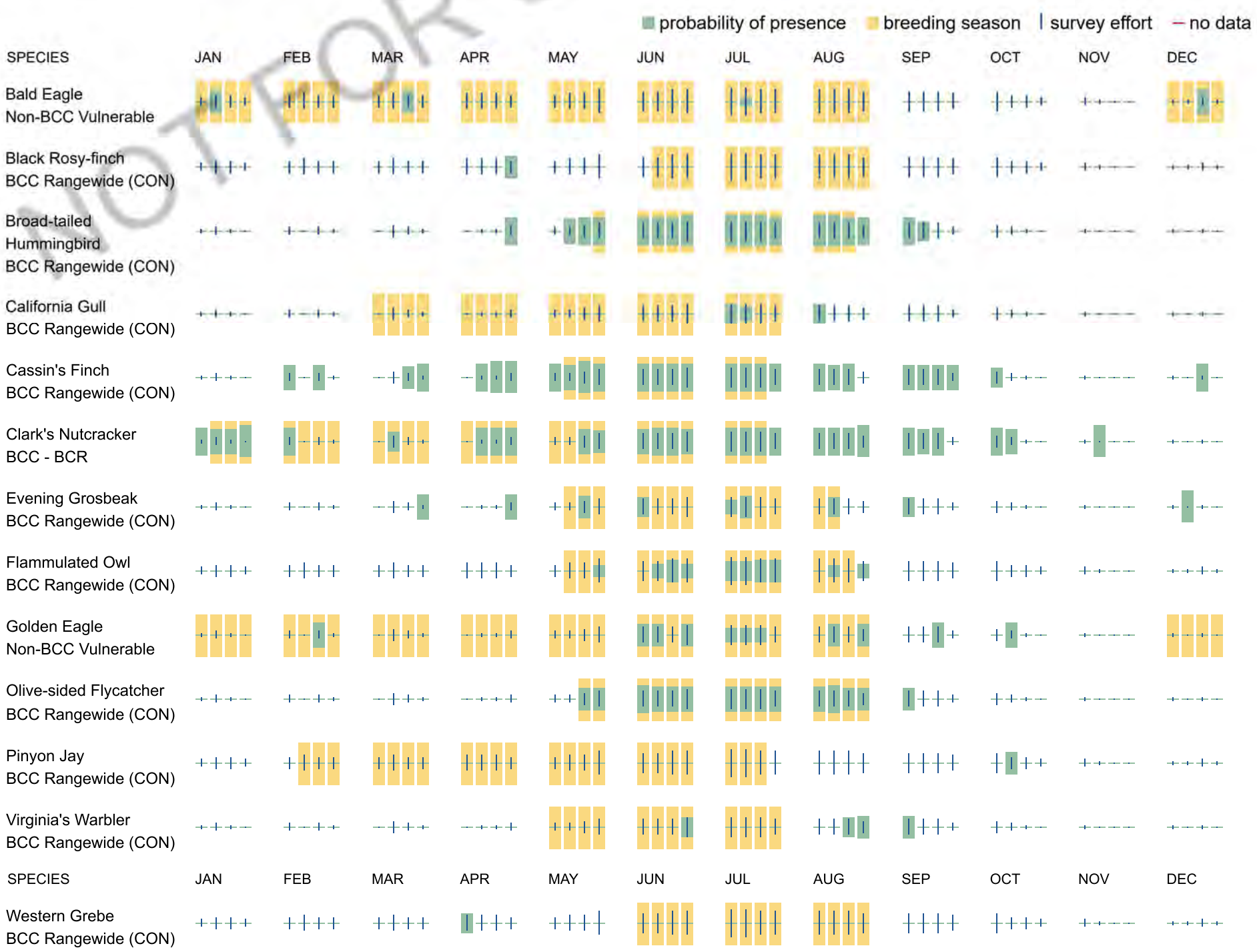
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Migratory Bird FAQs

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Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack

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of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the

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wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

Report Number: bob_17408

Report Date: 2025-06-20 09:37:50

Marsac Avenue North Survey Area

Location: Park City
Description: Residential Development



Project Area of Interest with a half-mile and two-mile radius.

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2014-04-04	
Golden Eagle	*Aquila chrysaetos*	SGCN	None	2012-03-31	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
	Bombus fervidus	None	None	2021-08-14	
Large Marble Butterfly	*Euchloe ausonides*	SGCN	None	2007-05-17	
Clustered Lady's-slipper	*Cypripedium fasciculatum*	None	None	2019-08-17 21:57:12	
Prairie-rocket Wallflower	*Erysimum asperum*	None	None	2010-07-29 00:00:00	
Quaking Aspen	*Populus tremuloides*	None	None	2019-08-17 21:57:12	
Columbia Spotted Frog	*Rana luteiventris*	SGCN	None	1931-PRE	

Definitions

State Status	
SGCN, SGIN	Species of greatest conservation need (SGCN) or the special subcategory, species of greatest Information need (SGIN), are listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah

C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
Golden Eagle	Avoid disturbance within 0.5 miles from nest Feb. 1 - Aug. 15
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15 and crucial summer range May 15 - July 5. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.
mule deer	Avoid disturbance in crucial summer range during fawning May 15 - July 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Central Region	801-491-5678	Josee Seamons	jseamons@utah.gov	385-421-1277

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act, please visit https://ecos.fws.gov/ipac/ or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

Unmapped Corridors

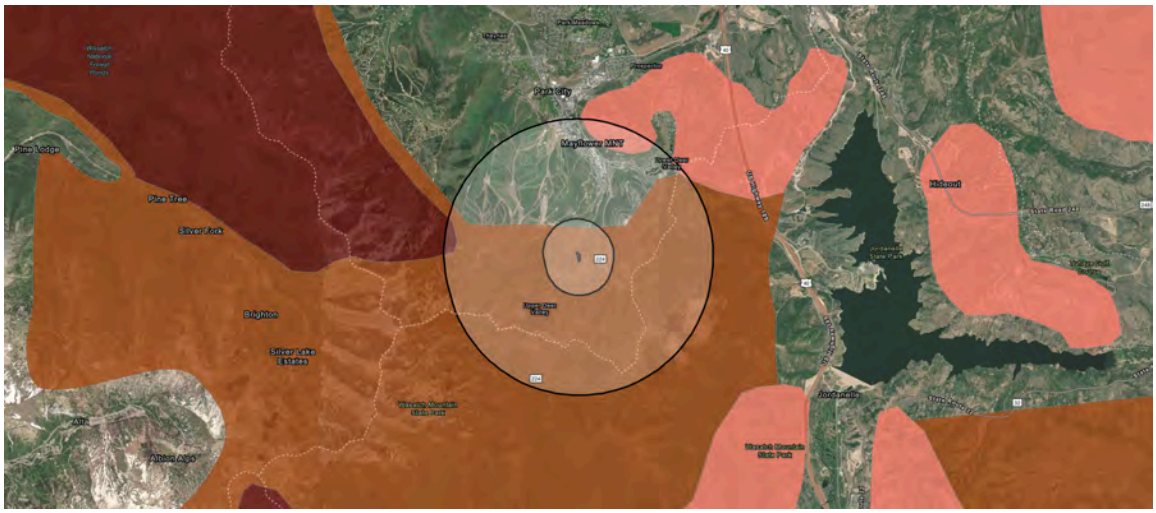
Unmodeled Corridors: Present

Wildlife Habitat Information

Species	Season	Value	Comments
Black Bear	year-long	crucial	
Dusky Grouse	year-long	crucial	
Elk	spring/fall	substantial	

Species	Season	Value	Comments
Moose	year-long	crucial	Calving habitat.
Mule Deer	summer	crucial	
Ruffed Grouse	year-long	substantial	
Snowshoe Hare	year-long	substantial	
White-Tailed Jackrabbit	year-long		

Elk Habitat



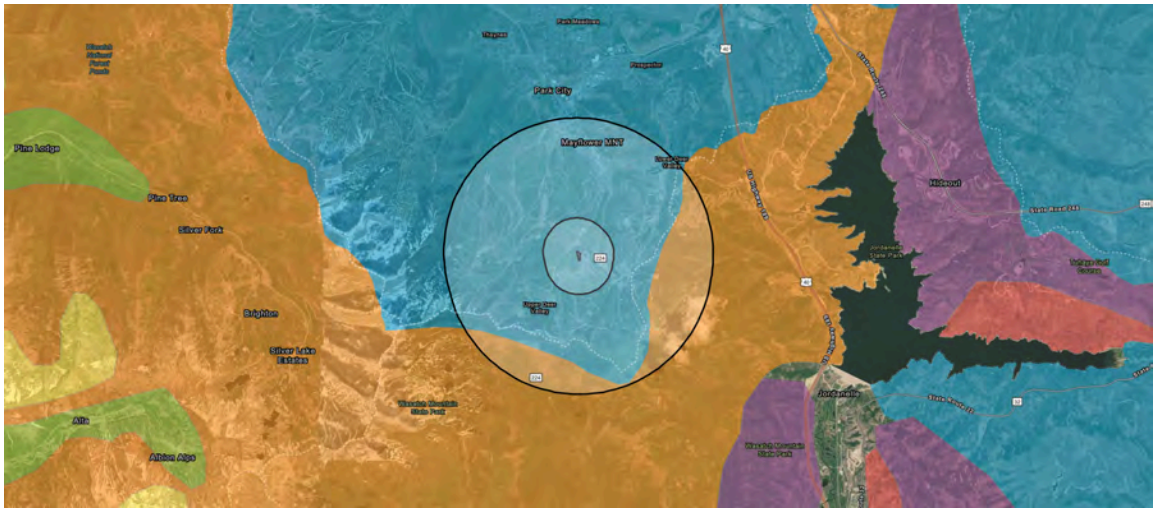
Season	Species	Value	Comments
spring/fall	Elk	substantial	

Moose Habitat



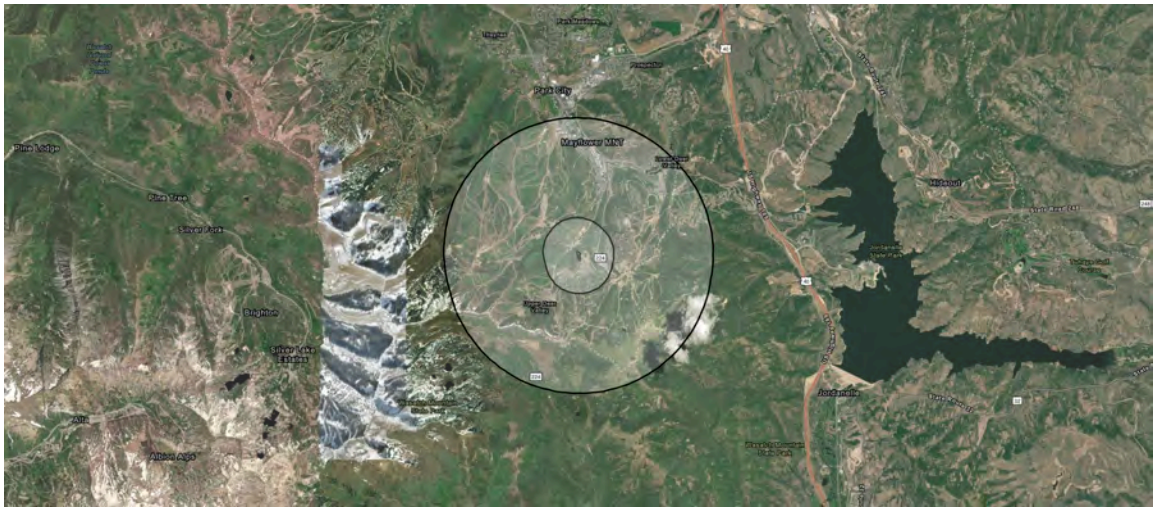
Species	Season	Comments	Value
Moose	year-long	Calving habitat.	crucial

Mule Deer Habitat



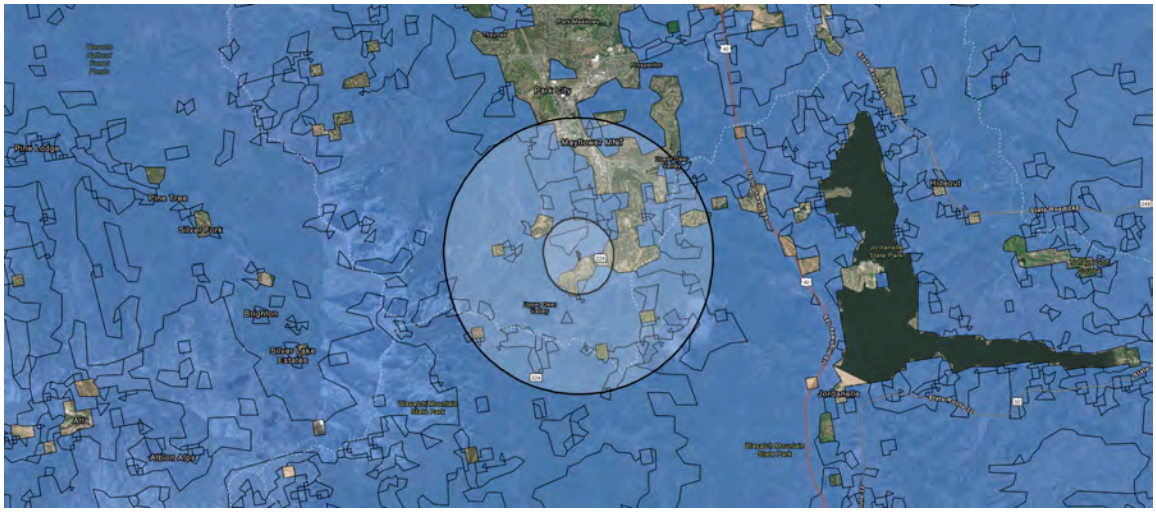
Comments	Season	Species	Value
	summer	Mule Deer	crucial

Unmapped Mule Deer Migration Corridors



Species
Mule Deer

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Aspen Conifer

Report Generated For

Name: Robert Thomas
Organization: BIO-WEST, Inc.
Email: bthomas@bio-west.com
Phone: (435)-752-4202

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.



BIO-WEST
www.bio-west.com
435.752.4202

South Survey Area

Deer Valley, Marsac Avenue Wildlife Clearance South Survey Area Map

1 inch = 150 feet

0 150 300 Feet

North

Imagery Source: World Imagery (ESRI Online)
Coordinate System: NAD 1983 UTM Zone 12N
Projection: Transverse Mercator
Datum: North American 1983

Document Path: G:\Shared drives\utah.watershed-sciences\WETLAND PROJECTS\Deer Valley Wildlife\GIS\Marsac_Ave\MarsacAve_SouthSurveyArea.mxd

Map Date: 6/19/2025

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Summit County, Utah



Local office

Utah Ecological Services Field Office

(801) 975-3330
(801) 975-3331

2369 West Orton Circle, Suite 50
West Valley City, UT 84119-7603

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee Bombus suckleyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

NOT FOR CONSULTATION

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

NOT FOR CONSULTATION

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

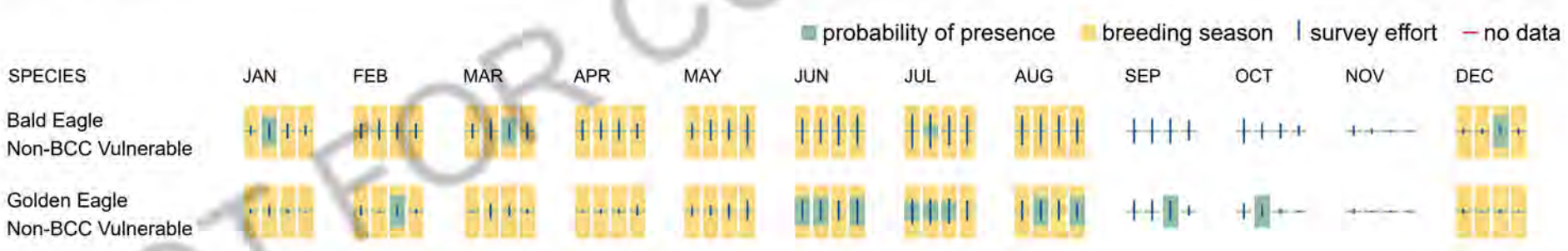
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

NOT FOR CONSULTATION

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

NOT FOR CONSULTATION

Black Rosy-finch Leucosticte atrata — Breeds Jun 15 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9460

Broad-tailed Hummingbird Selasphorus platycercus — Breeds May 25 to Aug 21

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

California Gull Larus californicus — Breeds Mar 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Cassin's Finch Haemorhous cassinii — Breeds May 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9462

Clark's Nutcracker Nucifraga columbiana — Breeds Jan 15 to Jul 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Evening Grosbeak Coccothraustes vespertinus — Breeds May 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Flammulated Owl Psiloscops flammeolus — Breeds May 10 to Aug 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/7728

Golden Eagle Aquila chrysaetos — Breeds Dec 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Olive-sided Flycatcher Contopus cooperi — Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3914

Pinyon Jay Gymnorhinus cyanocephalus — Breeds Feb 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9420

Virginia's Warbler Leiothlypis virginiae — Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9441

Western Grebe aechmophorus occidentalis — Breeds Jun 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/6743

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

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How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

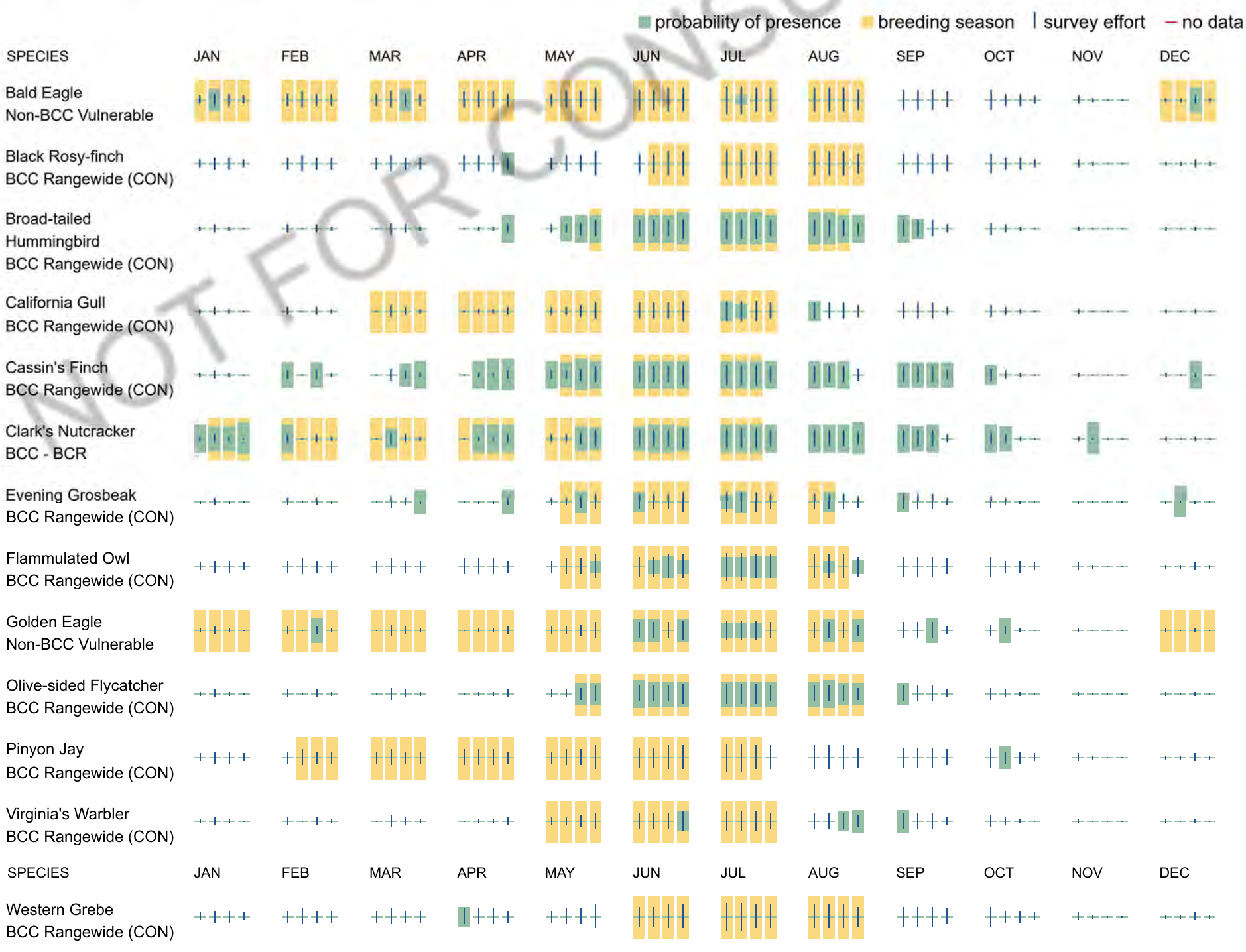
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

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Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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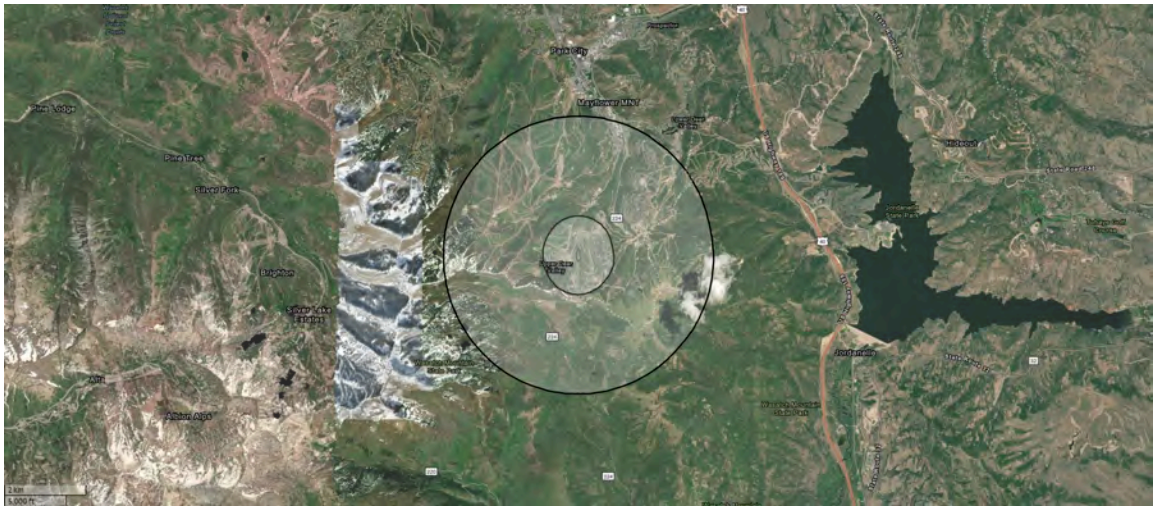
Utah Division of Wildlife Resources
1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

Report Number: bob_17410

Report Date: 2025-06-20 09:51:06

Marsac Avenue South Survey Area

Location: Park City
Description: Residential Development



Project Area of Interest with a half-mile and two-mile radius.

Half-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2013-03-10	

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2014-04-04	
	Bombus insularis	None	None	2023-09-29	
Large Marble Butterfly	*Euchloe ausonides*	SGCN	None	2007-05-17	
Forest Bumblebee	*Bombus lapponicus sylvicola*	None	None	2008-08-26	
Prairie-rocket Wallflower	*Erysimum asperum*	None	None	2010-07-29 00:00:00	
Aspen Fleabane	*Erigeron speciosus var. macranthus*	None	None	2010-07-29 00:00:00	
Clustered Lady's-slipper	*Cypripedium fasciculatum*	None	None	2019-08-17 21:57:12	
Quaking Aspen	*Populus tremuloides*	None	None	2019-08-17 21:57:12	
Engelmann Spruce	*Picea engelmannii*	None	None	2017-08-20 18:45:36	
Small-flower Valerian	*Valeriana occidentalis*	None	None	2010-07-29 00:00:00	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Subalpine Fir	*Abies lasiocarpa*	None	None	2017-08-20 18:45:36	

Definitions

State Status	
SGCN, SGIN	Species of greatest conservation need (SGCN) or the special subcategory, species of greatest Information need (SGIN), are listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah
C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15 and crucial summer range May 15 - July 5. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.
mule deer	Avoid disturbance in crucial summer range during fawning May 15 - July 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Central Region	801-491-5678	Josee Seamons	jseamons@utah.gov	385-421-1277

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act,

please visit https://ecos.fws.gov/ipac/ or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

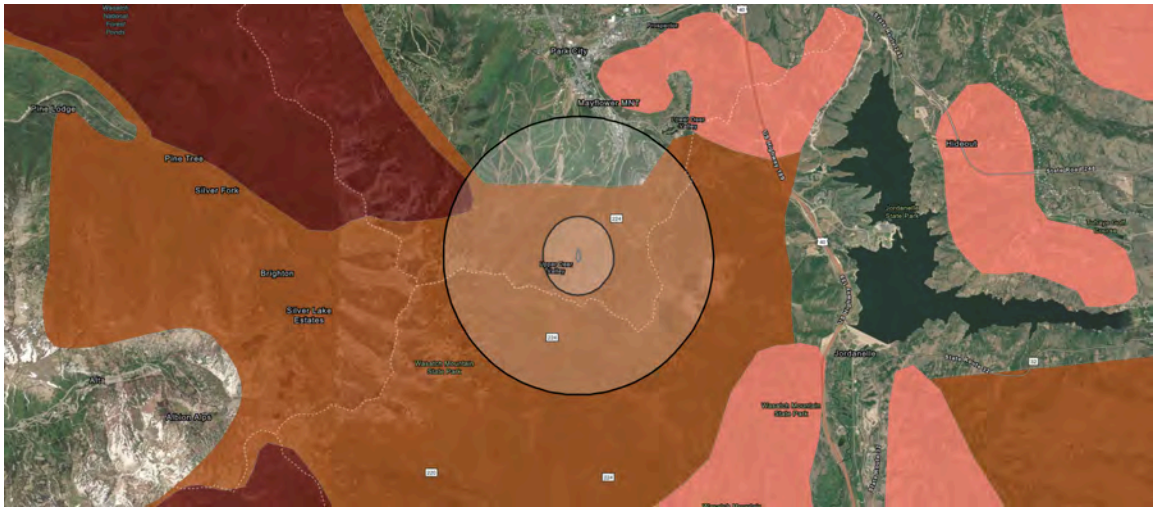
Unmapped Corridors

Unmodeled Corridors: Present

Wildlife Habitat Information

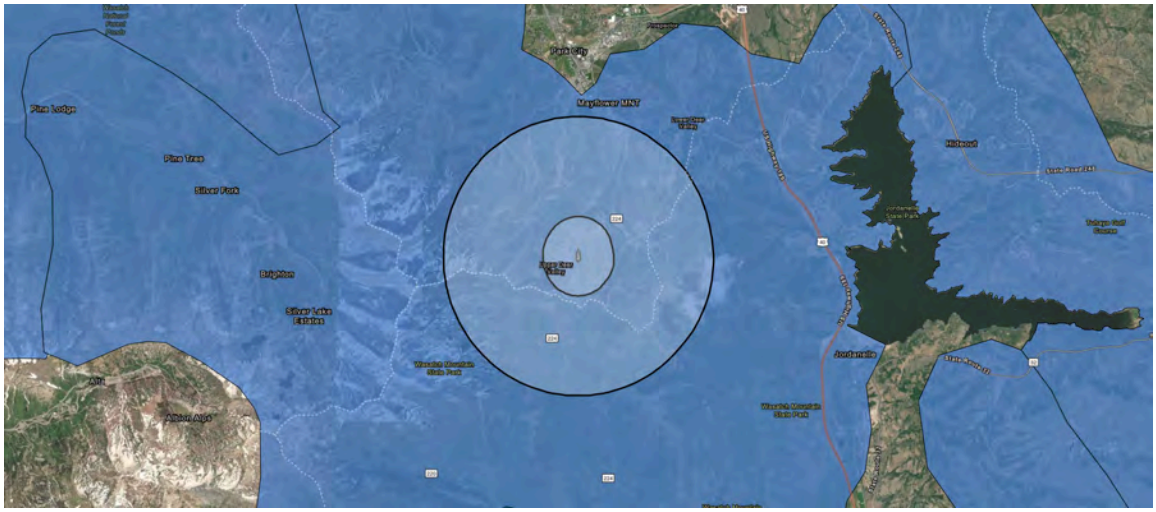
Species	Season	Value	Comments
Black Bear	year-long	crucial	
Dusky Grouse	year-long	crucial	
Elk	spring/fall	substantial	
Moose	year-long	crucial	Calving habitat.
Mule Deer	summer	crucial	
Ruffed Grouse	year-long	substantial	
Snowshoe Hare	year-long	substantial	
White-Tailed Jackrabbit	year-long		

Elk Habitat



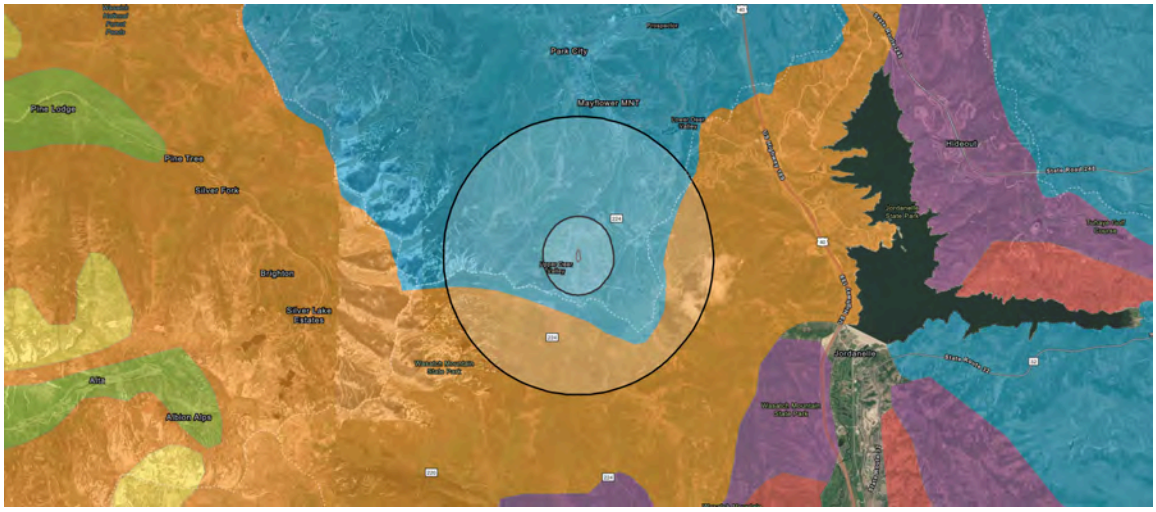
Season	Species	Value	Comments
spring/fall	Elk	substantial	

Moose Habitat



Species	Season	Comments	Value
Moose	year-long	Calving habitat.	crucial

Mule Deer Habitat



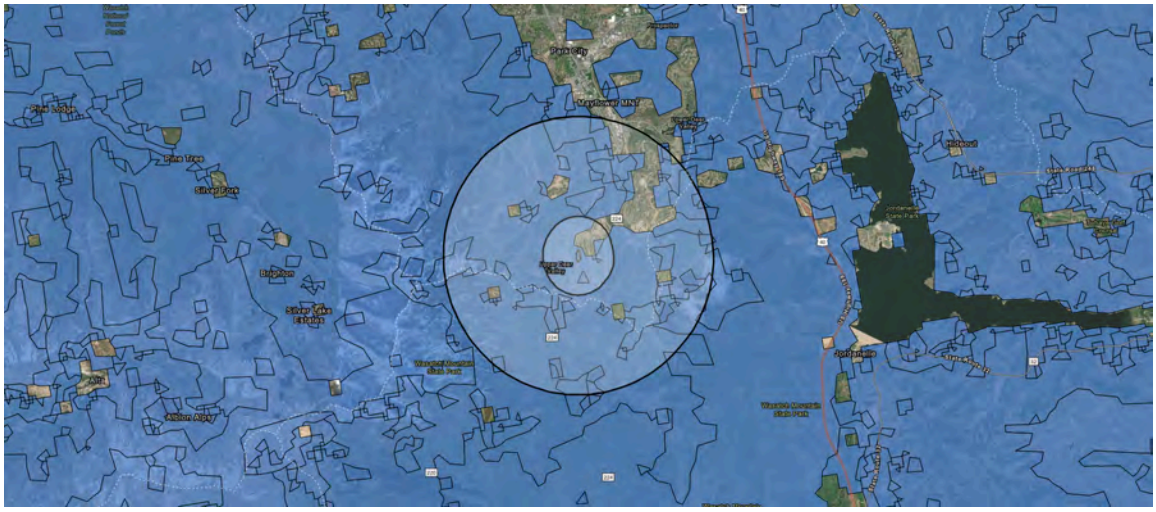
Comments	Season	Species	Value
	summer	Mule Deer	crucial

Unmapped Mule Deer Migration Corridors



Species
Mule Deer

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Aspen Conifer

Report Generated For

Name: Bob Thomas
Organization: BIO-WEST, Inc.
Email: bthomas@bio-west.com
Phone: (435)-752-4202

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.



North Survey Area Facing South



North Survey Area Facing North

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



North Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



North Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



South Survey Area Facing South

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing Northeast



South Survey Area– Tall Fringed Bluebells (*Mertensia ciliata*)

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing North



South Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing Southwest



South Survey Area Facing South

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing North

Marsac Avenue Survey Areas Photo Log

Applied GeoTech

GEOTECHNICAL INVESTIGATION

EMPIRE PASS PARCEL R-5

APPROXIMATELY 8900 MARSAC AVENUE

PARK CITY, UTAH

PREPARED FOR:

REDUS PARK CITY, LLC

ATTENTION: DOUG OGILVY
EMAIL: DOUGLAS.OGILVY@GMAIL.COM

PROJECT NO. 1240993

JANUARY 2, 2025

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EXECUTIVE SUMMARY

1. Empire Pass Parcel R-5 encompasses an area of approximately 1.52 acres and is located on the downhill side of Marsac Avenue. A condominium building is planned to be constructed on the property. The proposed condo building is planned to consist of a three-story structure and include four units.

   We have assumed that building loads for the structure will consist of wall loads up to 5 kips per lineal foot and column loads up to 100 kips.

2. Three test pits were excavated at the site to investigate subsurface conditions. Approximately 1 foot of topsoil was encountered overlying poorly-graded gravel with clay and sand. The gravel extends to a depth of approximately 7 feet in Test Pit TP-1 and the full depth of Test Pits TP-2 and TP-3, approximately 8 and 12 feet, respectively. Quartzite bedrock was encountered below the gravel in Test Pit TP-1. Practical excavation refusal was encountered in the bedrock at a depth of approximately 10 feet.

3. No subsurface water was encountered in the test pits during the field investigation. We anticipate that areas of perched water may develop in the spring or early summer as snow melt occurs.

4. Footings bearing on the natural undisturbed gravel, bedrock or on compacted structural fill extending down to the undisturbed natural gravel or bedrock may be designed using a net allowable bearing pressure of 4,000 pounds per square foot.

   If a footing would bear partially on bedrock and partially on the natural soil or compacted structural fill, the footing should be extended down to bear entirely on bedrock or at least 2 feet of compacted structural fill should be placed below the footing.

5. We anticipate that excavation in the natural gravel can be accomplished with heavy-duty excavation equipment. Difficult excavation conditions should be expected when excavating in the bedrock. Rock excavation methods such as jack-hammering or other methods will likely be needed. Additional difficulty should be expected in confined excavations, such as utility trenches.

Executive Summary (continued)

6. Shoring may be needed if there is insufficient horizontal distance between the proposed building and property lines. Recommendations for shoring design are included in the report.

7. We previously evaluated a landslide near the property. Subsurface investigation performed in the area encountered clayey sand and clayey gravel overlying quartzite bedrock. Bedrock was encountered at a relatively shallow depth near the property. Results of slope stability analysis indicate potential slope movement is limited by the depth to the bedrock. Results of slope stability performed for the proposed condo building indicate safety factors of at least 1.5 and 1.0 under static and seismic conditions, respectively.

8. Geotechnical information related to foundations, subgrade preparation, compaction and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the proposed condominium building to be constructed on Parcel R-5 in the Empire Pass development. The property is located at approximately 8900 Marsac Avenue in Park City, Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for the proposed building foundation. The study was conducted in accordance with our agreement December 11, 2024.

We previously evaluated a landslide near the property and presented our findings and recommendations in a letter dated November 6, 2000. Subsurface conditions described in the letter were included in our analysis.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The property encompasses an area of approximately 1.52 acres and consists of undeveloped mountain terrain. There were no buildings or pavement on the property at the time of our site visit. An unpaved trail extends through the central portion of the property. There was approximately 1 foot of snow on the ground surface at the time of our site visit.

The ground surface in much of the property slopes down to the west at approximately 2 to 2½ horizontal to 1 vertical. A localized area near the north side of the property slopes down to the northeast at 1¼ to 2 horizontal to 1 vertical. Vegetation on the property consists of oak brush and grass.

There is undeveloped mountain terrain to the south and west of the property. Moonshadow, a residential development, is northeast of the property. There is a landslide north and downslope from Moonshadow, approximately 600 feet northeast of the property. Marsac Avenue, an asphalt-paved road, extends along the east side of the property. Farther east are multi-story condominium buildings.

FIELD STUDY

Three test pits were excavated at the site on December 12, 2024. The test pits were excavated at the approximate locations shown on Figure 1. The test pits were logged and samples of the soil and bedrock were obtained by an engineer from AGEC. Logs of the subsurface conditions encountered in the test pits are graphically shown on Figure 2.

SUBSURFACE CONDITIONS

Approximately 1 foot of topsoil was encountered overlying poorly-graded gravel with clay and sand. The gravel extends to a depth of approximately 7 feet in Test Pit TP-1 and the full depth of Test Pits TP-2 and TP-3, approximately 8 and 12 feet, respectively. Quartzite bedrock was encountered below the gravel in Test Pit TP-1. Practical excavation refusal was encountered in the bedrock at a depth of approximately 10 feet.

Approximately 5 feet of clayey gravel was encountered overlying quartzite bedrock in a boring drilled approximately 150 feet northeast of the property. The bedrock extended the full depth of the boring, approximately 70 feet.

A description of the various soil and bedrock encountered in the borings and test pits follows:

Topsoil - The topsoil consists of sandy lean clay. The topsoil is moist, dark brown and contains roots.

Poorly-graded Gravel with Clay and Sand - The gravel contains frequent cobbles and occasional boulders up to 1½ feet in size. The gravel is dense to very dense, slightly moist and brown to yellowish brown.

Moisture contents ranging from 1 to 4 percent were measured for samples of gravel tested in the laboratory. Results of gradation tests performed on samples of the gravel are presented on Figure 3 and 4.

Quartzite Bedrock - The bedrock is fractured, hard to very hard, slightly moist and light gray.

A summary of the laboratory test results is presented on Table I and on the logs of the test pits, Figure 2.

SUBSURFACE WATER

No subsurface water was encountered in the test pits at the time of excavating. We anticipate that areas of perched water may develop in the spring or early summer as snow melt occurs.

PROPOSED CONSTRUCTION

Empire Pass Parcel R-5 encompasses an area of approximately 1.52 acres and is located on the downhill side of Marsac Avenue. A condominium building is planned to be constructed on the property. The proposed condo building is planned to consist of a three-story structure and include four units.

We have assumed that building loads for the structure will consist of wall loads up to 5 kips per lineal foot and column loads up to 100 kips.

If the proposed construction or building loads is significantly different from what is described above, we should be notified so that we can reevaluate our recommendations.

SLOPE STABILITY

The ground surface west (downhill) of the proposed building slopes down to the west at a slope as steep as approximately 1½ horizontal to 1 vertical. Slope stability analysis was performed on a slope cross section that extends through the proposed building area and down the slope.

We have assumed subsurface conditions consist of up to 10 feet of clayey gravel overlying quartzite bedrock. Based on previous slope stability analysis in the area, it appears that potential slope movement is limited by the bedrock. Based on previous lab testing we have assumed the clayey gravel will have a total unit weight of 130 pounds per cubic foot, a friction angle of at least 34 degrees and a cohesion of at least 400 pounds per square foot.

A seismic coefficient of 0.16g was used to evaluate the slope stability under seismic conditions. The seismic coefficient is about one-half of a peak ground acceleration that has a 2 percent probability of exceedance in a 50-year period.

Results of slope stability analysis indicate safety factors of approximately 1.5 and 1.1 under static and seismic conditions, respectively. The results are similar to previous slope stability analysis of the slope in the above-referenced landslide evaluation.

RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results, our understanding of the proposed construction and our experience in the area, the following recommendations are given:

A. Site Grading

Based on the provided site grading plan, we estimate excavations for the proposed building will require a cut of up to approximately 20 feet. We anticipate that fill placed around the buildings will raise the grade less than 5 feet above original grade.

1. Mine Features

There are several mine features in the vicinity of the property including discovery pits (shallow mine excavations) and mine shafts. No mine features are known to be on the property, however there is a risk of the presence of mine features due to the location of the property.

2. Slopes

Temporary unretained excavation slopes up to 30 feet in height in the natural soil and bedrock may be constructed at 1 horizontal to 1 vertical or flatter. Steeper slopes may be possible in the bedrock and could be evaluated at the time of construction. The orientation of joints and fractures in the bedrock and the presence of subsurface water may result in the need for flatter excavation slopes.

Permanent unretained cut and fill slopes may be constructed at 2 horizontal to 1 vertical or flatter.

3. Shoring

If there is not sufficient horizontal distance to construct temporary excavation slopes, shoring may be needed. We anticipate shoring would likely consist of soil nails with a shotcrete face, or soldier piles with lagging and tie-back anchors.

Shoring should be designed to retain the load of the soil, along with any surcharge and other loading conditions located above and adjacent to the excavation. The amount of lateral movement of the shoring and its potential impact on adjacent structures and utilities should be considered in the design.

Lateral loads used in design of the shoring should be increased due to sloping excavations above the top of the wall. This load will be dependent on the steepness of the slope and height of material above the wall.

Details and calculations of proposed shoring and excavation should be submitted to the geotechnical engineer for review prior to commencement of the excavation.

4. Subgrade Preparation

Prior to placing grading fill, the topsoil, organic material and other deleterious materials should be removed.

5. Excavation

We anticipate that excavation at the site can be accomplished with heavy-duty excavation equipment. Difficult excavation conditions should be expected when excavating in the bedrock. Rock excavation methods such as jack-hammering, blasting or other methods will likely be needed. Additional difficulty should be expected in confined excavations, such as utility trenches. Care should be taken not to disturb the natural soil and bedrock to remain below proposed building areas.

6. Materials

Materials used as fill for the project are anticipated to consist of imported fill, the natural soil and bedrock. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

Fill Location	Recommendation
Below Footings	Non-expansive granular soil Passing No. 200 Sieve <35% Liquid Limit < 30% Maximum size 4 inches
Below Floor Slabs (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve <5% Maximum size 2 inches
Below Floor Slabs (Deeper than 4 inches)	Non-expansive granular soil Passing No. 200 Sieve <50% Liquid Limit <30% Maximum size 6 inches

b. On-Site Materials

The clayey gravel and bedrock may be considered for use as structural fill in the proposed building areas. Material larger than 6 inches in size should be removed from the clayey gravel and bedrock or the over-sized particles may be crushed.

The clayey gravel and bedrock may also be considered for use as utility trench backfill, foundation wall backfill and grading fill in areas of concrete flatwork and landscape areas.

Topsoil, organic material, oversize particles and other deleterious material should be removed from the materials described above that will be used as structural fill, utility trench backfill and below concrete flatwork.

c. Moisture Conditioning

Depending on the moisture content of the soil at the time of construction, the soil may require wetting or drying prior to use as fill. Drying of the soil may not be practical during cold or wet times of the year.

7. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill Location	Compaction
Below Foundations	≥ 95%
Below Concrete Flatwork	≥ 90%
Foundation Wall Backfill	≥ 90%
Utility Trench Backfill (Outside building area)	≥ 90%
Pavement - Subgrade Fill	≥ 90%
Pavement - Base Course	≥ 95%
Landscaping	≥ 85%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Fill should be placed in lifts thin enough to be properly compacted with the compaction equipment used.

Fill placed for the project should be frequently tested for compaction.

8. Drainage

The ground surface surrounding the proposed building should be sloped to drain away from the building in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from the pavement surface is important to the satisfactory performance of the pavement section. Proper drainage should be provided.

B. Foundations

1. Bearing Material

With the proposed construction and the subsurface conditions encountered, the proposed building may be supported on spread footings bearing on the natural undisturbed clayey gravel, the undisturbed bedrock or compacted granular structural fill extending down to the undisturbed natural gravel or bedrock.

Structural fill placed below foundations should extend out away from the edge of the footings a distance at least equal to the depth of fill beneath the footings.

Topsoil, debris or other deleterious material should be removed from below the proposed foundation areas.

If a footing would bear partially on bedrock and partially on the natural soil or compacted structural fill, the footing should be extended down to bear entirely on bedrock or at least 2 feet of compacted structural fill should be placed below the footing.

2. Bearing Pressure

Footings bearing on the natural clayey gravel, bedrock or on compacted granular structural fill extending down to the natural soil or bedrock may be designed using a net allowable bearing pressure of 4,000 pounds per square foot.

3. Settlement

We estimate that total and differential settlement will be less than ½ inch for footings designed as indicated above.

Disturbance of the soil or bedrock below foundations can result in greater settlement. Care should be taken to minimize the disturbance of natural soil and bedrock to remain below footings so that settlement can be maintained within tolerable limits.

4. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

5. Minimum Footing Width and Embedment

Footings should have a width of at least 1½ feet and a depth of embedment of at least 1 foot.

6. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 40 inches below grade for frost protection.

7. Foundation Base

The base of foundation excavations should be cleared of loose or deleterious material prior to fill or concrete placement.

8. Construction Observation

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil, bedrock, or on compacted granular structural fill extending down to the undisturbed natural soil or bedrock.

The topsoil, organics, debris and other deleterious material should be removed from below proposed floor slab areas.

2. Underslab Sand and/or Gravel

A 4-inch layer of free-draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the floor slab for ease of construction and to promote even curing of the floor slab concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floor, if the floor will receive an impermeable floor covering. The vapor barrier will reduce the amount of water vapor passing from below the slab to the floor covering.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for spread footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. A friction value of 0.45 may be used in design for ultimate lateral resistance where foundations are supported on the clayey gravel, bedrock or compacted granular structural fill which extends down to the natural soil or bedrock.

2. Foundation Walls and Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed assume a horizontal surface adjacent each side of the wall.

Soil Type	Active	At-Rest	Passive
Sand, Gravel and Bedrock	40 pcf	55 pcf	300 pcf
Clay Fill, Clay and Silt	50 pcf	65 pcf	250 pcf

Equivalent fluid pressure values would be higher if the ground surface slopes down toward the wall. These values can be provided, if requested.

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 19 pcf for the active condition, increased by 4 pcf for the at-rest condition and

decreased by 19 pcf for the passive condition. This assumes a horizontal ground acceleration of 0.31g which represents a 2 percent probability of exceedance in a 50-year period.

4. Safety Factors

The values recommended above for active and passive pressures assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismic Design Considerations

1. Building Code Parameters

Listed below is a summary of the site parameters that may be used with the 2018 International Building Code:

Description	Value
Site Class	C[1]
S_s - MCE_R ground motion (period=0.2s)	0.59g
S_1 - MCE_R ground motion (period=1.0s)	0.21g
F_a - Site amplification factor at 0.2s	1.26
F_v - Site amplification factor at 1.0s	1.5
PGA - MCE_G peak ground acceleration	0.26g
PGA_M - Site modified peak ground acceleration	0.31g

[1]Site Class C was selected based on our experience in the area and published geologic literature. Site Class B may be representative of the site, but would need to be determined by measuring the shear wave velocity of the soil and bedrock to a depth of 100 feet.

2. Faulting

No active faults are mapped as being located on the property. The nearest mapped active fault is the Salt Lake City segment of the Wasatch fault located approximately 15 miles west of the site (Utah Geological Survey, 2024).

3. Liquefaction

Based on our experience in the area and the subsurface conditions encountered, liquefaction is not a potential hazard at the site.

F. Water Soluble Sulfates

Based on published literature and previous experience in the area, the natural soil and bedrock possess negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the soil or bedrock. Other conditions may dictate the type of cement to be used for the project.

G. Subsurface Drains

With the potential for perched water conditions to develop during the wet times of the year, we recommend that a subsurface drain be provided around the below grade portion of the proposed building. The subsurface drain system should consist of at least the following items:

a. The subsurface drain should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building. A geotextile drain could be considered as an alternative. The drain should extend up foundation walls high enough to intercept potential subsurface water.

b. The flow line of the pipe should be placed at or below the base of the building footings and be at least 14 inches below the finished floor level. The pipe should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

c. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1:1 (horizontal to vertical) so as not to disturb the soil below the building.

d. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine grained material filling in the void spaces of the gravel.

e. Consideration may be given to installing cleanouts to allow access into the drain should cleaning of the pipe be required in the future. The need for cleanouts may be greatly reduced if care is taken during construction of the drain to protect the drain pipe.

H. Additional Services

It is important that AGEC be involved during design and construction of the building. There are several items where we can provide value, help the design of the geotechnical aspects of the project be more efficient and help reduce the risk to the design team and the owner.

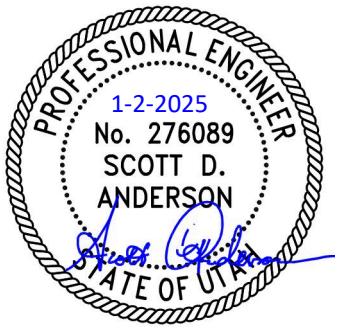
We recommend that at least the following additional services be provided:

1. Attend design meetings.
2. Review construction plans for the project to determine whether recommendations in this report have been incorporated into the design.
3. Observe the foundation excavations for the proposed building.
4. Review designs for temporary and permanent shoring.
5. Provide construction observation and materials testing during construction.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the test pits excavated at the approximate locations indicated on the site plan, the data obtained from laboratory testing and previous experience in the area. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from that described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECH



Scott D. Anderson, P.E.

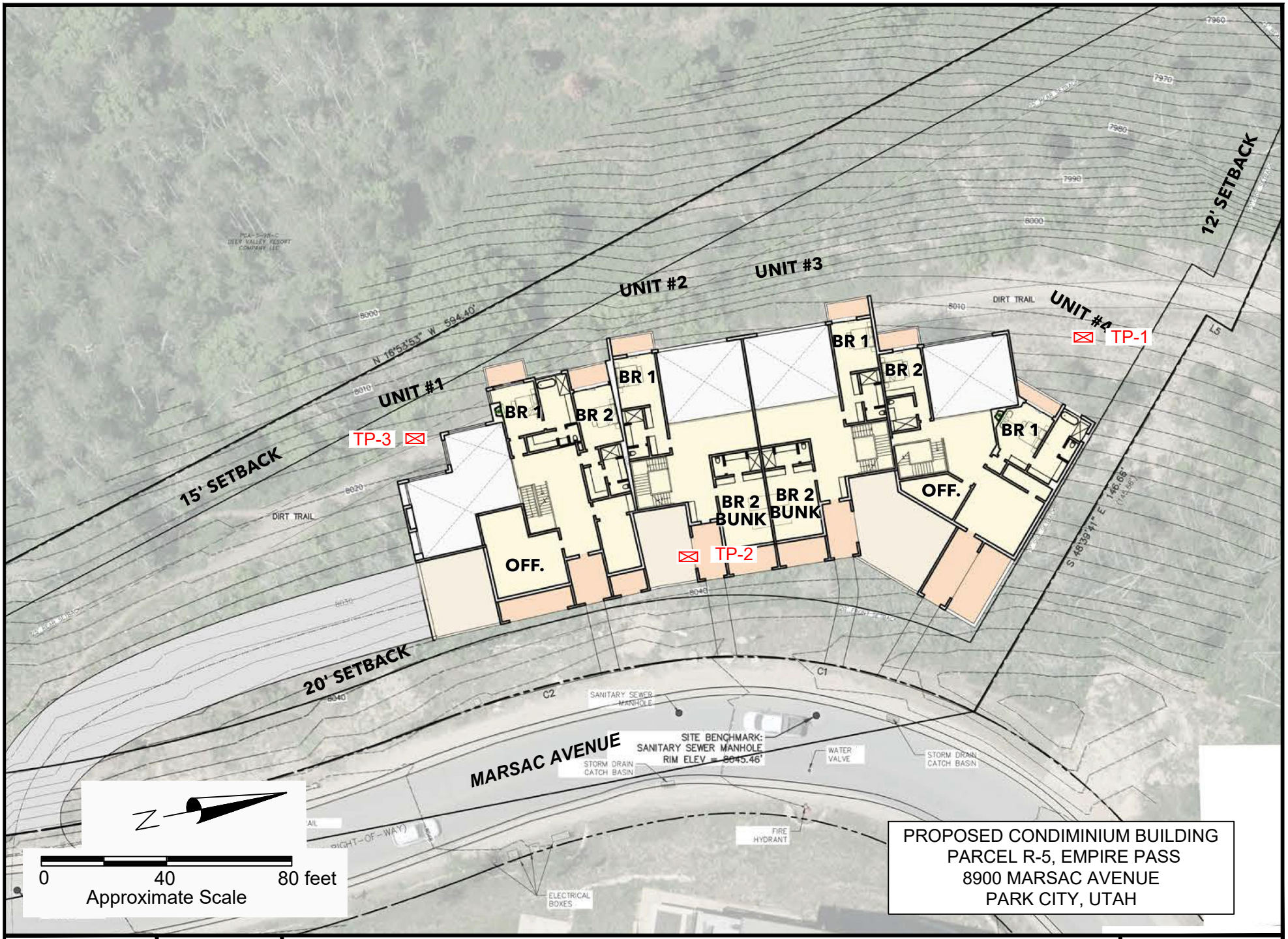
Reviewed by Douglas R. Hawkes, P.E., P.G.

SDA/rs

REFERENCES

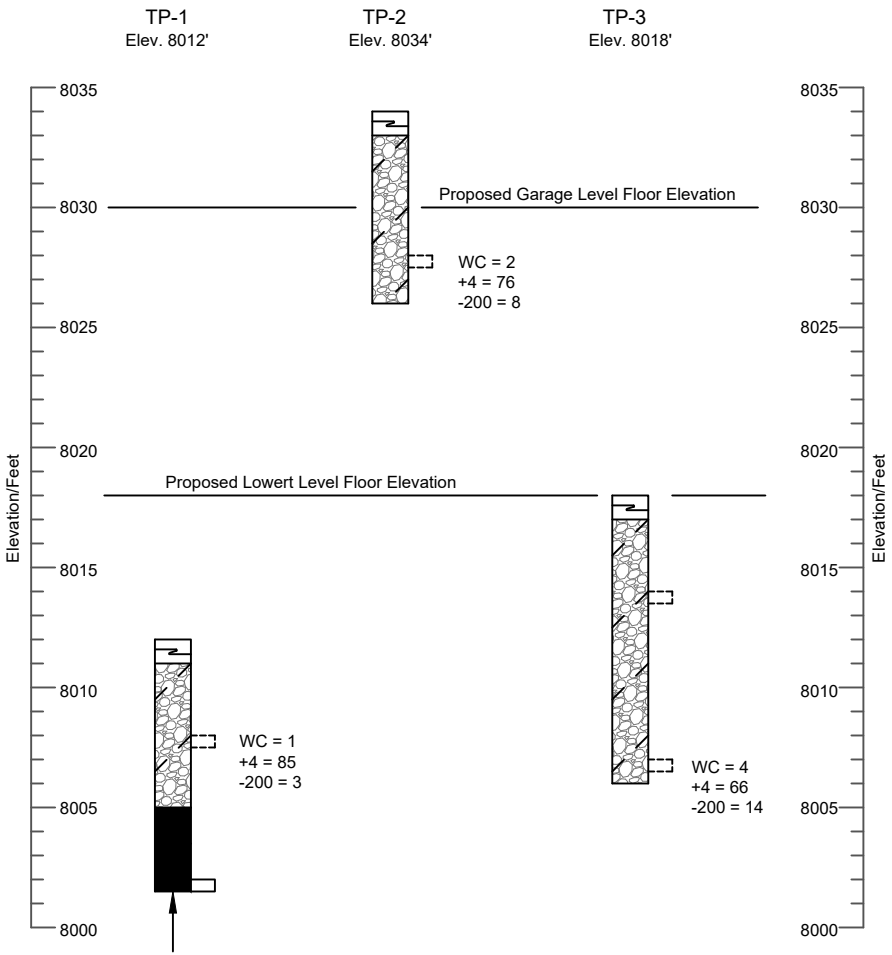
International Code Council 2020, 2021 International Building Code, Falls Church, Virginia.

Utah Geological Survey, 2024; Utah Quaternary Fault and Fold Database, http://geology.utah.gov/resources/data-databases/qfaults/ accessed December 28, 2024.



PROPOSED CONDIMINIUM BUILDING
PARCEL R-5, EMPIRE PASS
8900 MARSAC AVENUE
PARK CITY, UTAH

1240993	AGEC	Test Pit Locations	Figure 1



LEGEND:

Topsoil; sandy lean clay, moist, dark brown, roots.

Poorly Graded Gravel with Clay and Sand (GP-GC); contains frequent cobbles and occasional boulders up to 1½ feet in size, dense to very dense, slightly moist, brown to yellowish brown.

Quartzite Bedrock; hard to very hard, slightly moist, light gray.

Indicates disturbed sample taken.

Indicates practical excavation refusal.

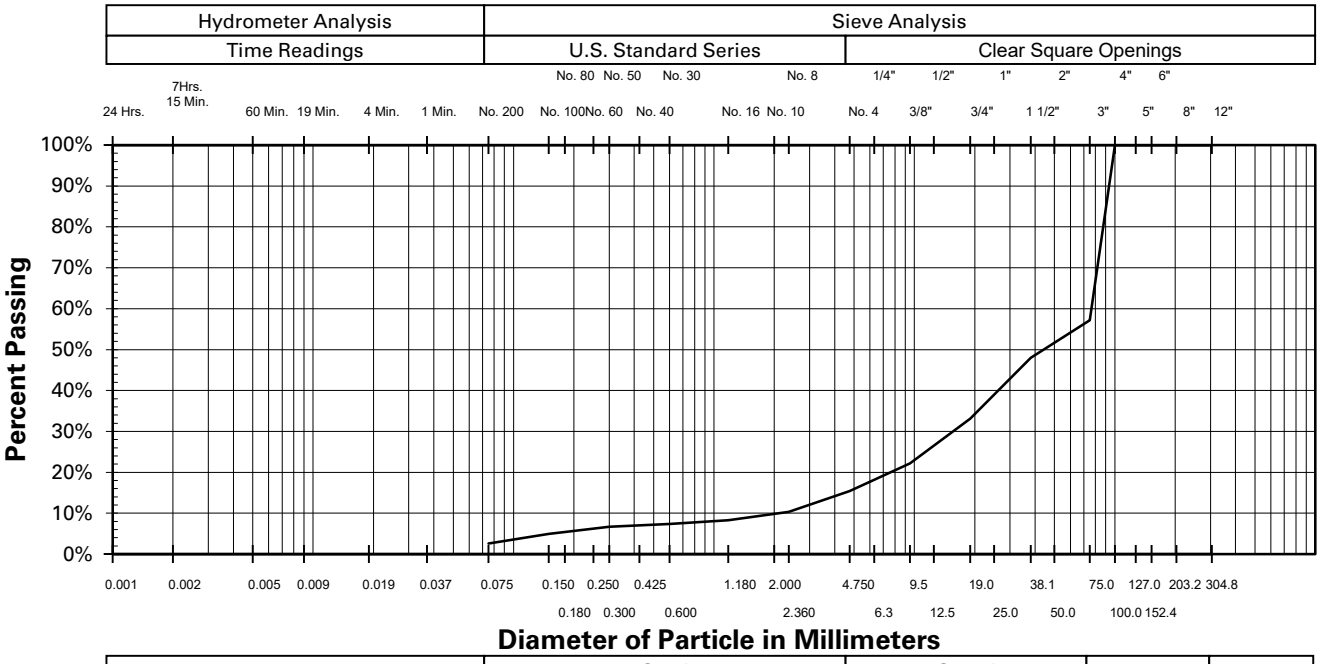
NOTES :

1. The test pits were excavated on December 12, 2024 with a trackhoe.
2. The locations of the test pits were measured by pacing from features shown on the site plan provided.
3. The elevations of the test pits were determined by interpolating between contours shown on the site plan provided.
4. The test pit locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the test pit logs represent the approximate boundaries between materials and the transitions may be gradual.
6. No free water was encountered in the test pits at the time of excavation.
7. WC = Water Content (%);
   DD = Dry Density (pcf);
   +4 = Percent Retained on the No. 4 Sieve;
   -200 = Percent Passing the No. 200 Sieve.

Approximate Vertical Scale 1"=8'

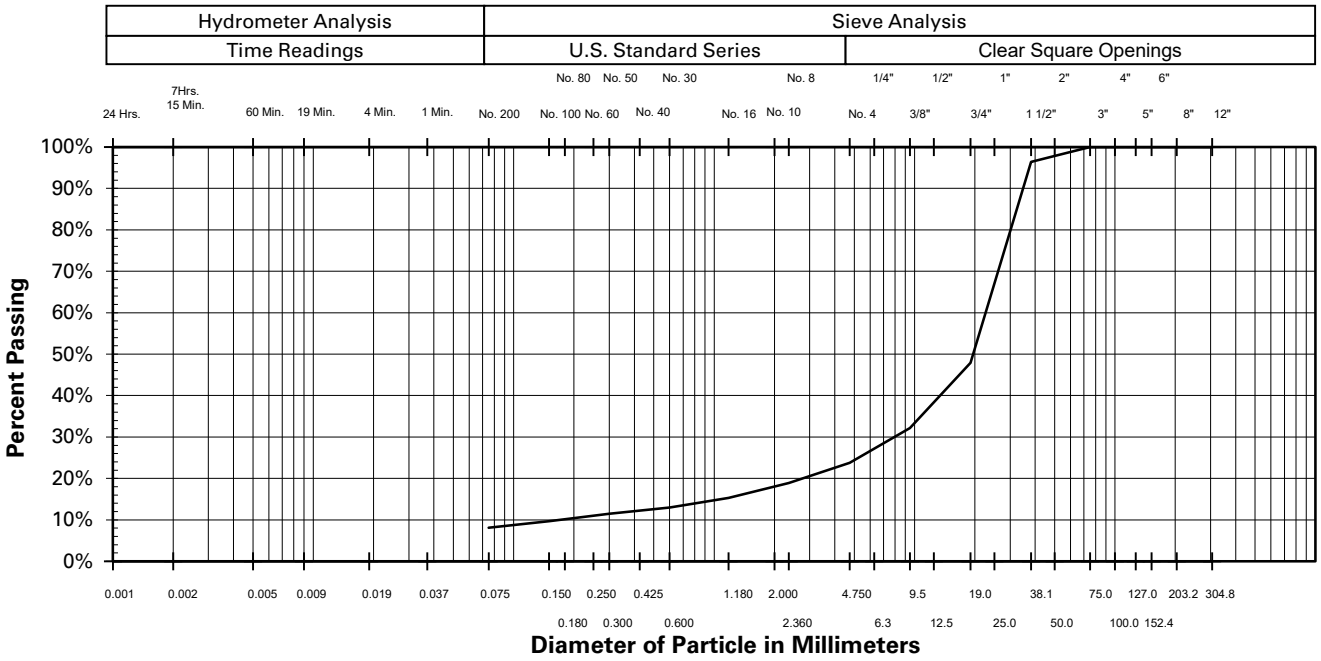
1240993	AGEC	Test Pit Logs, Legend and Notes	Figure 2

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Clay to Silt	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		

Gravel	85%	Liquid Limit	-
Sand	12%	Plasticity Index	-
Silt and Clay	3%	Sample Location	TP-1 @ 4 feet
Sample Description	Well-graded Gravel (GW)		

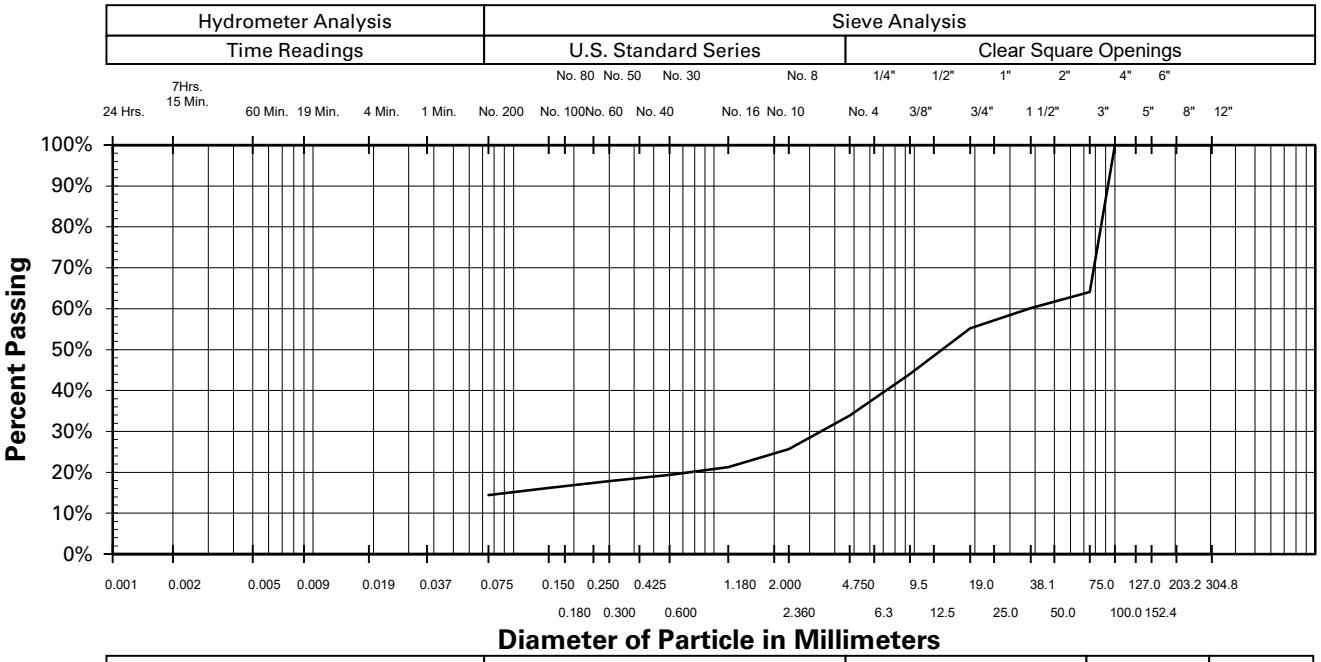


Clay to Silt	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		

Gravel	76%	Liquid Limit	-
Sand	16%	Plasticity Index	-
Silt and Clay	8%	Sample Location	TP-2 @ 6 feet
Sample Description	Poorly Graded Gravel with Clay and Sand (GP-GC)		

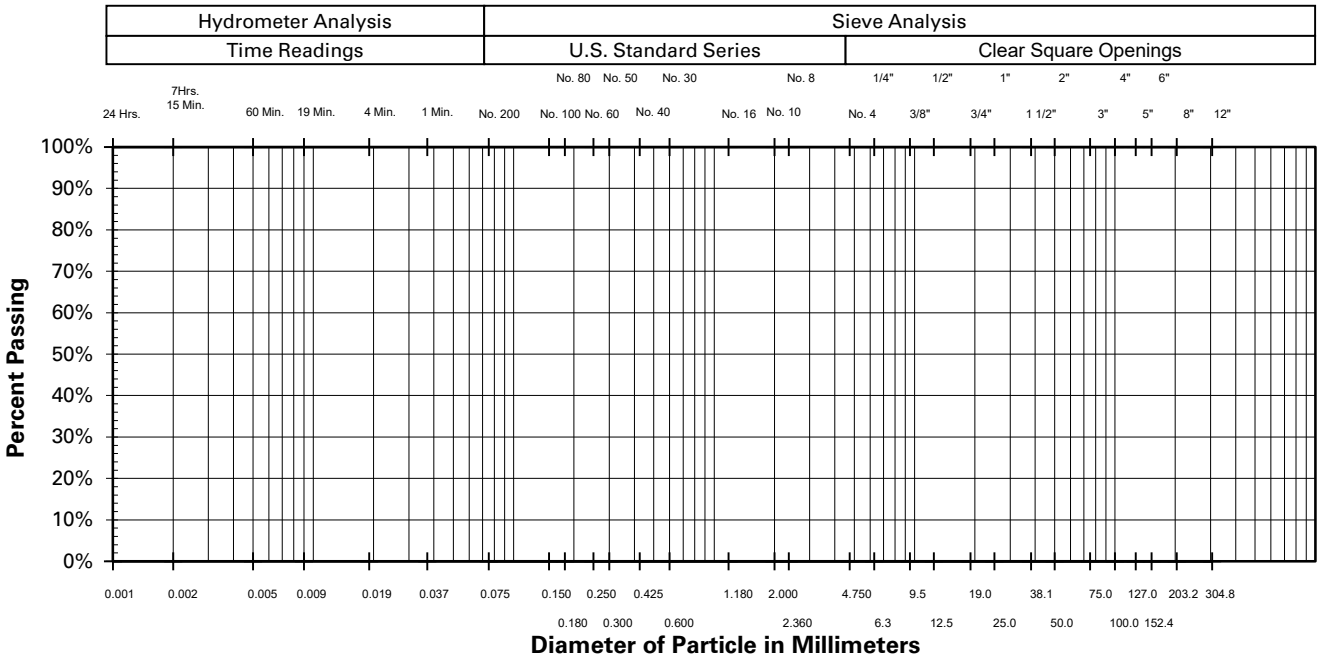
Project No. 1240993 **GRADATION TEST RESULTS** Figure 3

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Clay to Silt	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		

Gravel	66%	Liquid Limit	-
Sand	20%	Plasticity Index	-
Silt and Clay	14%	Sample Location	TP-3 @ 11 feet
Sample Description	Clayey Gravel with Sand (GC)		



Clay to Silt	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		

Gravel	-	Liquid Limit	-
Sand	-	Plasticity Index	-
Silt and Clay	-	Sample Location	
Sample Description			

Project No. 1240993

GRADATION TEST RESULTS

Figure 4

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

TABLE I
SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER: 1240993

SAMPLE LOCATION		NATURAL MOISTURE CONTENT (%)	NATURAL DRY DENSITY (PCF)	GRADATION			ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
TEST PIT	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/ CLAY (%)	LIQUID LIMIT (%)	PLASTICITY INDEX			
TP-1	4	1		85	12	3					Well-graded Gravel (GW)
TP-2	6	2		76	14	8					Poorly Graded Gravel with Clay and Sand (GP-GC)
TP-3	11	4		66	20	14					Clayey Gravel with Sand (GC)

Planning Commission
Staff Report

Subject: **Guardsman Subdivision**
9401 Marsac Avenue
Application: **PL-25-06547**
Author: **Alec Barton, Senior Planner**
Date: **August 13, 2025**
Type of Item: **Subdivision**

Recommendation

(I) Review the proposed Guardsman Subdivision to combine portions of two metes-and-bounds parcels to create three Single-Family Dwelling Lots, one Lot for the Park City Municipal Water Tank, one common area Open Space Parcel, and one Parcel for the Mid Mountain Trailhead and Parking Area, (II) conduct a public hearing, and (III) consider approving the Subdivision based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Redus Park City, LLC Douglas Ogilvy, Applicant Representative
Location:	Parcel No. PCA-S-98-D-1-A Parcel No. PCA-S-98-II-X
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Adjacent Land Uses:	Multi-Unit Dwellings Open Space Deer Valley Resort
Reason for Review:	The Planning Commission conducts a public hearing and takes Final Action on Subdivision Plats pursuant to Land Management Code Section 15-1-8(H) and Section 15-7.1-2.

LMC	Land Management Code
RD	Residential Development
SFD	Single-Family Dwelling
SLO	Sensitive Land Overlay
UDOT	Utah Department of Transportation

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

Summary

The Applicant proposes the Guardsman Subdivision at 9401 – 9575 Marsac Avenue creating:

- Three Lots for Single-Family Dwellings (SFDs) ranging from 21,344 square feet to 32,234 square feet.
- A 67,518-square-foot Lot for the existing Park City Municipal water tank.
- A 51,401-square-foot Open Space parcel including the parking area for the Mid Mountain Trailhead.
- A 40,511-square-foot common area open space parcel including the driveway accessing the residential Lots.

Under the terms of an approved exchange agreement between the City and Redus, the City will own the water tank Lot and the Mid Mountain Trail parking area parcel, while Redus will own the three Single-Family Lots and the common area parcel.

The Summit County GIS Coordinator requested changes to the addresses included on the proposed Subdivision plat (Attachment 1 to Exhibit A). The table below summarizes the requested changes:

Lot	Proposed Address (Shown on Plat)	Corrected Address (Used in Staff Report)
1	9403 Marsac Avenue	9401 Marsac Avenue
2	9401 Marsac Avenue	9403 Marsac Avenue
3	9405 Marsac Avenue	No Change
4	9409 Marsac Avenue	9575 Marsac Avenue

Condition of Approval 17 requires the Applicant to make these changes prior to submitting a plat for final redline review. Throughout this staff report, references to addresses align with the addresses requested by the Summit County GIS Coordinator.

The Guardsman Subdivision is bounded on the north by a vacant 3.8-acre parcel bordering the Northside Village Subdivision, on the east by Deer Valley Resort's East Conservation Parcel, and on the south and west by Marsac Avenue/SR-224 and Twisted Branch Road. Further west are the Sommet Blanc Condominiums.

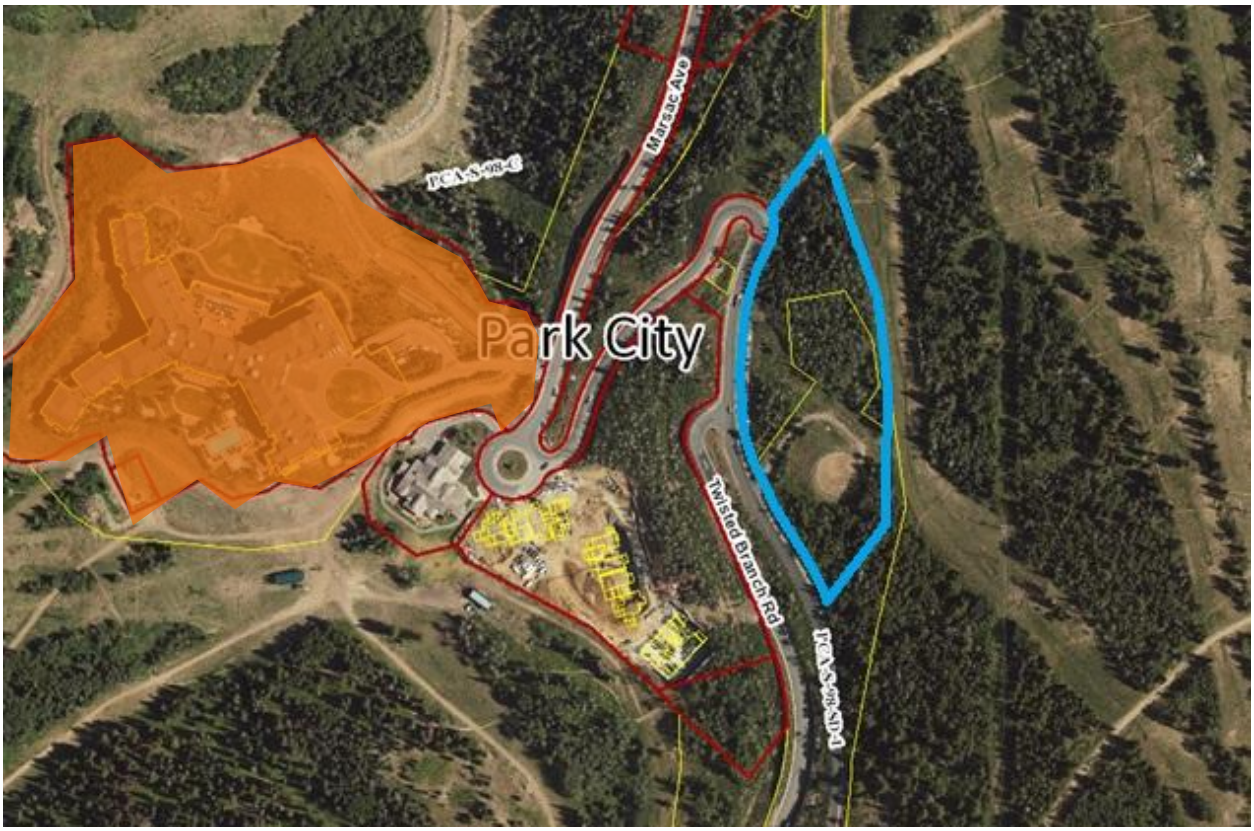


Figure 1: Location of Guardsman Subdivision outlined in blue. Sommet Blanc Condominiums are to the west, highlighted in orange, and are under construction.

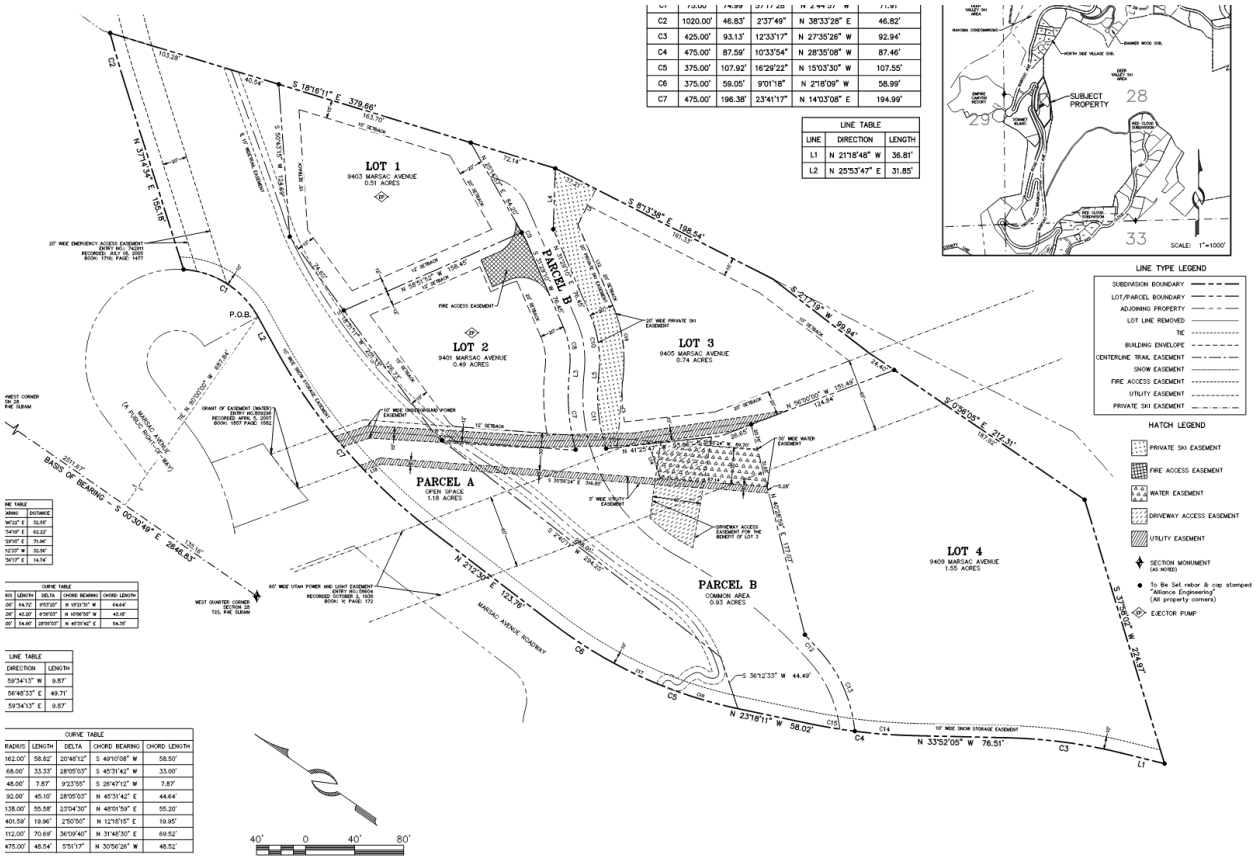


Figure 2: Guardsman Subdivision Plat

On July 23, 2025, the Planning Commission reviewed the proposed Subdivision together with a proposed Subdivision for the R-5 site at 8946 Marsac Avenue and a modification to the Village at Empire Pass MPD Volumetrics. The Applicant proposed:

- Providing separate driveway access for the existing Park City Municipal Water Tank (Lot 4).
- Including a bus turnaround and bus stop in the existing parking area for the Mid Mountain Trailhead (Parcel A).
- Realigning the Mid Mountain and Tour De Suds trails to accommodate the proposed development on the three Single-Family Lots.

The Planning Commission indicated general support for these changes and requested additional information. In response, the Applicant submitted an updated Guardsman Subdivision Plat reflecting changes to the proposed driveway easement and Mid Mountain Trail (Attachment 1).

Background

On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City (Exhibit B). The Flagstaff area is now known as Empire Pass.

The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835; Exhibit C). Redus is successor-in-title to property previously owned by UPCM.

On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement (Exhibit D).

On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for seven residential units and forwarded a positive recommendation for the City Council's consideration (Agenda Packet, Item 5.G.; Minutes, p. 44).

On April 24, 2025, the City Council approved Ordinance No. 2025-05 modifying the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units (Agenda Packet, Item VIII.1; Minutes, p. 17):

Property	Ownership	Zoning	Proposed Density
Argus (R-5) Parcel PCA-S-98-SD-5 PCA-S-98-BB	Redus	RD-MPD	A four-unit Multi-Unit Dwelling
Guardsman Water Tank Parcel PCA-S-98-SD-1-A PCA-S-98-II-X (portion)	Redus PCMC	RD-MPD	Three SFDs

Condition of Approval 5 requires the Applicant to receive required land use approvals, including subdivisions for residential Lots, prior to application for or receipt of any building permit.

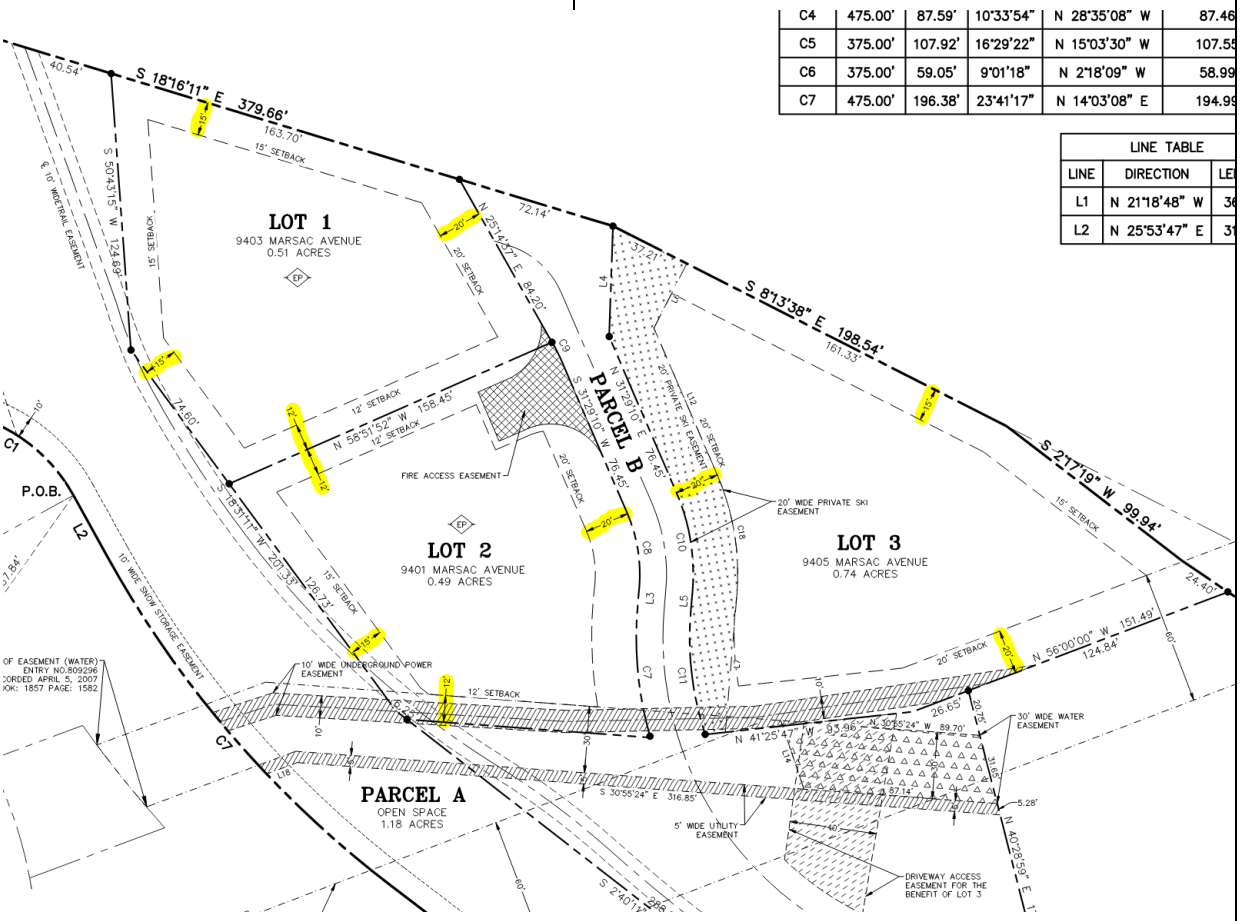
Analysis

(I) The proposal to create three Single-Family Lots, a Lot for an existing water tank, a parcel including the Mid Mountain Trailhead parking area, and a common area parcel, as conditioned, complies with the Residential Development Zoning District, the Flagstaff MPD, and the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain.

The table below outlines the development requirements for the RD Zoning District and First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain.

Development Requirement	Analysis
Lot Size: No minimum or maximum Lot Size in the RD Zoning District (LMC Chapter	**Complies.** Single-Family Lots: Lot 1 – 0.51 acres

15-2.13).	Lot 2 – 0.49 acres Lot 3 – 0.74 acres Lot 4 (Water Tank Parcel) – 1.55 acres
Setbacks: The minimum Setbacks in the RD Zoning District are: Front – 20 feet Rear – 15 feet Side – 12 feet (LMC Section 15-2.13-3).	**Complies.** The proposed Subdivision Plat shows Setbacks for clarity and future development will be reviewed for compliance with the RD Zoning District. Lots 1-3 meet the required Setbacks, as shown in the image below.
Density: The First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass allows up to three detached SFDs in the Guardsman Subdivision area. Each SFD may not exceed 8,000 square feet Gross Residential Floor	**Complies.** The Applicant proposes three Lots for the development of three SFDs. Plat Note 3 limits the Gross Residential Floor Area of each Lot to 8,000 square feet. Plat Note 4 restricts SFDs from including any floors below the basement level.



Area. No floor is allowed below the basement.	The Planning Commission indicated support for changes to Plat Notes 3 and 4 at the July 23, 2025 meeting: 3. Each Single-Family Dwelling on Lots 1, 2, and 3 shall not exceed the Gross Residential Floor Area maximum of 8,000 square feet, as defined in the Park City Land Management Code per lot. 4. No Single-Family Dwelling on Lots 1, 2, and 3 Homes may include any floors below the Basement level, as defined in the Park City Land Management Code.

(II) The Applicant's proposed subdivision, as conditioned, complies with the Sensitive Land Overlay regulations in Land Management Code Chapter 15-2.21.

The purpose of the Sensitive Land Overlay (SLO) is to:

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

The Applicant provided an SLO Study prepared by Alliance Engineering on July 3, 2025 (Exhibit F). The study includes analysis of the features in LMC Section 15-2.21-3, including slope, ridge lines, vegetative cover, designated vantage points, wetlands, stream corridors, and wildlife habitat areas.

Slope
The proposed Lots generally include slopes between 15 and 30 percent, with some Steep Slopes and Very Steep Slopes (see areas shaded in orange and red in Figure 3). Proposed development must meet the requirements of LMC Section 15-2.21-4(A), which prohibits development on or within 50 feet of Very Steep Slopes unless the Planning Commission can make specific findings to support development on Very Steep Slopes. Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. None of the Lots proposed for residential Development include Very Steep Slopes that would trigger a development prohibition.

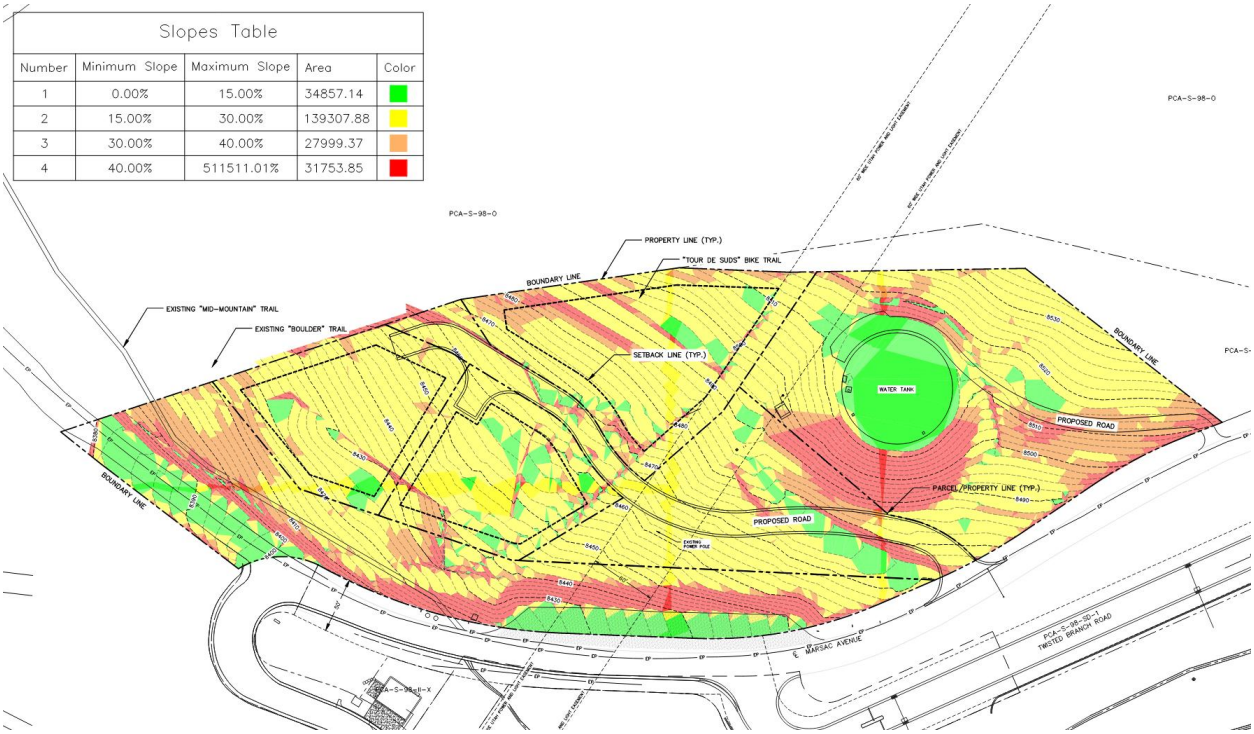


Figure 3: Slope map provided by Applicant showing Steep Slopes in orange and Very Steep Slopes in red.

The Applicant submitted a Geotechnical Report prepared on July 3, 2025 by Summit Geotech (Exhibit I). The report includes recommendations for site grading and excavation, building foundations and slabs, retaining structures, seismic design considerations, site drainage, and pavement.

Ridge Lines

The proposed Subdivision is within an elevation range of 8,380 feet to 8,530 feet. The Subdivision does not include Ridge Lines. Figure 4 shows the Lot in relation to the nearest Ridge Lines. The nearest Ridge Lines are approximately 3,200 feet to the south and northwest.

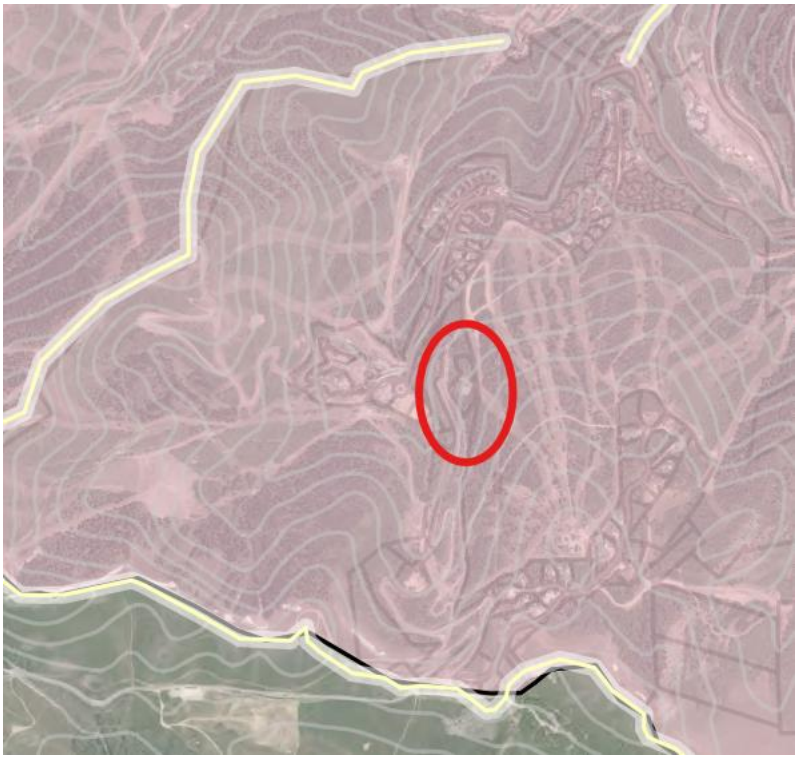


Figure 4: The proposed Lot is circled in Red. Ridge Lines are outlined in yellow, and Sensitive Lands are shaded in pink.

Vegetative Cover
BIO-WEST conducted a survey of vegetation within the proposed Lot (Exhibit G). The site is characterized by a high quality, mature aspen and mixed conifer forest, along with some weedy disturbed areas around the water tank and associated infrastructure. Dominant species include aspen, white fir, subalpine fir, and snowberry. The survey notes that the site has been subject to land clearing and disturbance associated with the water tank and a high voltage power line running through the center of the property.

The survey recommends revegetating disturbed areas with native forbs, grasses, and shrubs (Condition of Approval 10) and promptly treating and controlling noxious weeds during and after construction (Condition of Approval 11). In addition, staff recommends Condition of Approval 19 requiring the protection or in-kind replacement of Significant Vegetation removed during construction.

Designated Vantage Points
The SLO Study provides analysis showing the proposed Lot is not visible from any Designated Vantage Point in LMC § 15-2.21-3(A)(6).

Wetlands, Stream Corridors, Canals, and Irrigation Ditches
The SLO Study states the property is not affected by any designated wetlands, streams, canals, or irrigation ditches based on the United States Geological Survey's National Hydrography Dataset.

Wildlife Habitat Areas
The proposed subdivision is identified by the Utah Department of Natural Resources as crucial year-long or seasonal habitat for black bear, moose, mule deer, Rocky Mountain elk, and snowshoe hare. BIO-WEST conducted a study of potential impacts to wildlife (Exhibit G). The study concludes it is likely that elk and mule deer use the proposed Lot for habitat, and it is very likely that migratory birds nest there. The site could be used by ruffed grouse, dusky grouse, and the federally-threatened Suckley's cuckoo bumble bee.

The survey recommends mitigation measures to protect nesting birds and comply with the Migratory Bird Treaty Act of 1918 (Condition of Approval 12) and designing landscaping to accommodate large native mammals living in the area (Condition of Approval 13).

(III) The Applicant's proposed subdivision, as conditioned, complies with the Subdivision regulations outlined in Land Management Code Chapter 15-7.

The proposed Subdivision is within a Development Pod B-2 zoned Residential Development – Master Planned Development (RD-MPD). The proposed creation of three Lots for SFDs is consistent with the allowed density in the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass. The Lots are accessed via a roadway (Parcel B) connecting to Marsac Avenue/SR 224.

Subdivision – Staff recommends the Planning Commission waive the preliminary plat review pursuant to LMC Section 15-7.1-3(A) and Section 15-7.1-4(A) because the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass allowing up to three SFDs at this site was reviewed by the Planning Commission. The Development Review Committee and internal review teams, including Engineering, Public Utilities, Public Works, Transportation Planning, and Water, and local districts, also reviewed the proposal.

Applicable Rules and Regulations[1]
Conditions of Approval require the Applicant to:

- Comply with the standards and regulations adopted by the City Engineer, Public Utilities, the Park City Fire District, and the Snyderville Basin Water Reclamation District.

General Subdivision Requirements[2]

- **Subdivision Name** – The proposed name of the Subdivision must not duplicate, or too closely approximate, the name of any other Subdivision platted with Summit County, Utah. On July 15, 2025, the County Recorder confirmed the name "Guardsman Subdivision."

[1] LMC Section 15-7.3-1(A) *Conformance to Applicable Rules and Regulations*
[2] LMC Section 15-7.3-2 *General Subdivision Requirements*

General Lot Design Requirements[3]

- **Lot Arrangement** – The Applicant proposes three Lots for SFDs: Lot 1 (9401 Marsac Avenue; 0.51 acres), Lot 2 (9403 Marsac Avenue; 0.49 acres), and Lot 3 (9405 Marsac Avenue; 0.74 acres). Access to the Lots is provided via a private driveway (Parcel B) connecting to Marsac Avenue/SR 224. All three Lots are generally within slopes of 15 to 30 percent, although portions of each Lot contain Very Steep Slopes exceeding 40 percent. Proposed SFDs must either be located at least 50 feet away from Very Steep Slopes, as defined in LMC Section 15-2.21-4(A), or meet the requirements for development on Very Steep Slopes within the Sensitive Land Overlay.
- **Building Sites** – Building Envelopes for the three Single-Family Lots are established on the subdivision plat.
- **Square Footage** – Density for Guardsman Subdivision is established in the Flagstaff Mountain/Empire Pass Development Agreement.
- **Lot Dimensions** – The proposed Lots are sufficiently sized to accommodate required Setbacks, parking areas, and SFDs up to 8,000 square feet Gross Residential Floor Area.

Road Requirements and Design[4]

- The Applicant proposes access to the residential Lots via a common area driveway (Parcel B) adjacent to Marsac Avenue. The Applicant received a Conditional Access Permit from the Utah Department of Transportation (UDOT) to construct the driveway (Exhibit J).
- The Applicant proposes separate access to the municipal water tank (Lot 4) via a second driveway. This alternate access requires a Conditional Access Permit from UDOT. The Applicant also proposes improvements to the Mid Mountain Trailhead parking area requiring a Conditional Access Permit. The Guardsman Subdivision Plat may not be recorded until the Applicant has provided documentation of these Conditional Access Permits (Condition of Approval 4).
- The Applicant proposes improvements to the Mid Mountain Trailhead parking area to accommodate a turnaround and stop for City buses (see Figure 5). The Engineering, Trails & Open Space, Transit, and Transportation Planning Departments reviewed the proposed improvements and found they will allow more frequent transit operations throughout the year and will provide restroom access for drivers and users of City buses.

[3] LMC Section 15-7.3-3 *General Lot Design Requirements*
[4] LMC Section 15-7.3-4 *Road Requirements and Design*

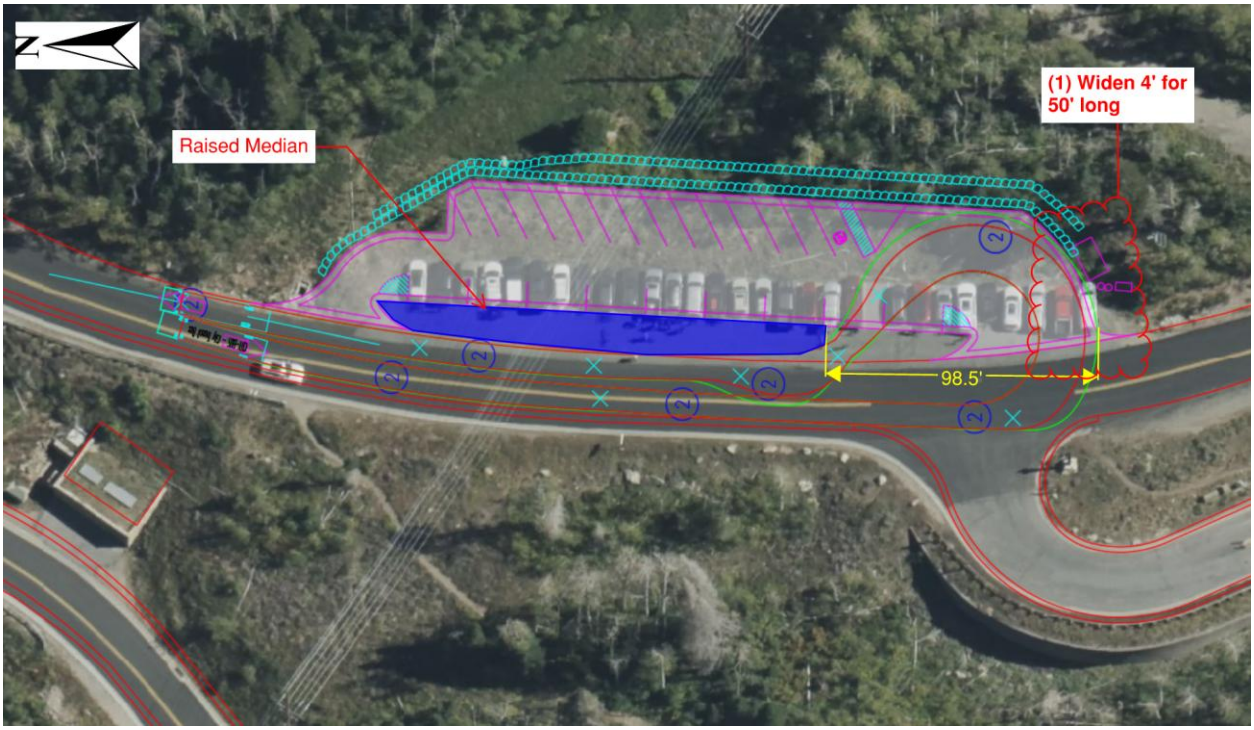


Figure 4: Proposed improvements to the Mid Mountain Trailhead parking area to accommodate a turnaround and stop for City buses.

These modifications will trigger Planning Commission review of the Mid Mountain Trailhead Parking Area Conditional Use Permit approved on June 26, 2024 (Exhibit K). The Applicant must complete these modifications and obtain Planning Commission approval of the Mid Mountain Trailhead CUP prior to plat recordation (Condition of Approval 18).

Water Facilities[5]

- The Applicant shall install a gate on the driveway providing access to the municipal water tank before any building permits for SFDs on Lots 1-3 may be issued. The gate shall be reviewed and approved by the Public Utilities Department prior to installation.

Sewer Facilities[6]

- Prior to submitting a plat for final redline review, the Applicant shall include a plat note indicating the location of any sewer laterals under retaining walls.
- Prior to submitting a plat for final redline review, the Applicant shall include a plat note stating that each Lot shall have its own sewer lateral and ejector pump.

Sidewalks, Hiking Trails, Bike Paths, and Horse Trails[7]

The Trails & Open Space Department recommends the following Conditions of

[5] LMC Section 15-7.3-6 *Water Facilities*
[6] LMC Section 15-7.3-7 *Sewer Facilities*
[7] LMC Section 15-7.3-8 *Sidewalks, Hiking Trails, Bike Paths, and Horse Trails*

Approval:

- The Applicant shall install a single-stall, ADA-compliant plumbed restroom facility at Mid Mountain Trailhead in a location approved by the City. The restroom facility shall receive all required building permits before construction may begin. The restroom shall be installed before any building permits for SFDs on Lots 1-3 may be issued. If the plumbed restroom facility is not installed by August 13, 2026, the Applicant shall install and shall be responsible for maintaining a portable restroom facility until such time as the plumbed facility is installed.
- If it is determined necessary for the safety of trail users, the Applicant shall install a protective fence between the retaining wall east of the Mid Mountain Trailhead parking area and the proposed alignment of the Mid Mountain Trail. The fence shall be composed of durable materials requiring minimal maintenance and shall be reviewed and approved by the Engineering, Planning, and Trails and Open Space Departments prior to installation.
- The proposed trail realignments for the Mid Mountain and Tour De Suds trails shall be staked by the Applicant and scheduled for review by the Trails & Open Space Department within 30 days of Subdivision approval. The Guardsman Subdivision Plat may not be recorded until the Trails & Open Space Department has approved the proposed trail realignments.
- Prior to Subdivision plat recordation, the Applicant shall provide documentation of recorded 10-foot public easements for those portions of the Mid Mountain and Tour De Suds trails proposed for realignment on adjacent properties. Recorded public trail easements shall be indicated with a plat note on the Guardsman Subdivision Plat.

Parks, Playgrounds, and Recreation Areas[8]

Empire Pass includes hundreds of acres of protected Open Space, including several trails accessible to the public. At the time Flagstaff Mountain was annexed, more than 60% of the annexation area was zoned Recreation Open Space, as shown in Figure 5.

[8] LMC Section 15-7.3-10 *Public Uses*

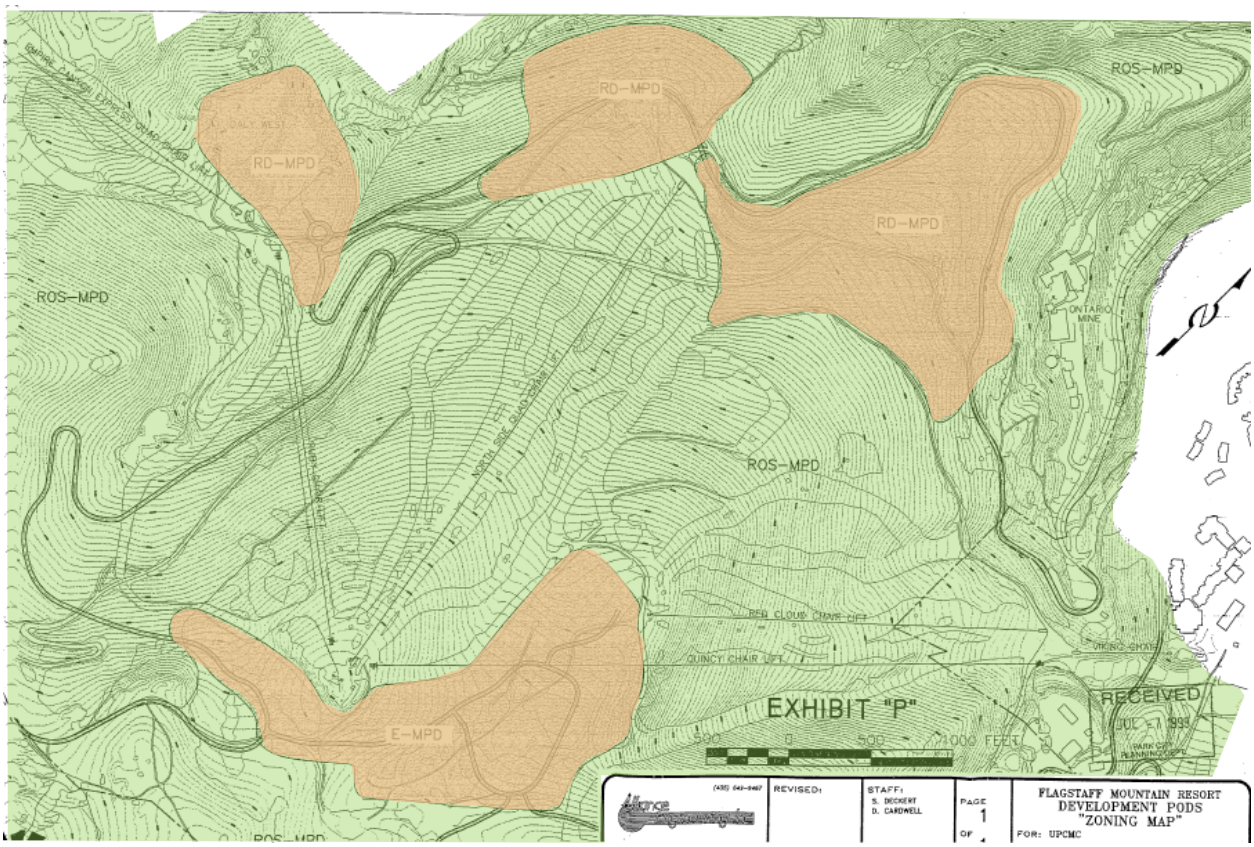


Figure 5: Flagstaff Mountain annexation area. Areas highlighted in orange were zoned in 1999 for development. Areas highlighted in green were zoned Recreation Open Space.

Additionally, the First Amendment to the Amended and Restated Development Agreement for Flagstaff Mountain/Empire Pass that allows the construction of seven residential units on two sites within the Development Pods zoned Residential Development – Master Planned Development was based on the following Open Space contributions:

- The transfer or dedication of approximately 310 acres to the City, most of which is zoned Recreation and Open Space with portions zoned for potential development:
  - **Old Town**: ~8 acres (Parcel PC-S-46-D-850-1) and acreage within Daly Canyon zoned Estate and Historic Residential – 1.
  - **Lower Deer Valley**: ~1.5 acres zoned Residential Development (PCA-S-46-A) and ~5 acres partially zoned Residential Development and Estate (PCA-S-98 on the border of Hidden Oaks Subdivision and Park City Heights Open Space).
- The transfer of the Empire Pass, Mid-Mountain, and Daly trailheads to the City.
- Payment of an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA). Redus will allow EPMOA to retain funds to

spend on City-approved historic preservation projects.

Public Dedication and Easements
Staff recommends Condition of Approval 3:

- Prior to submitting a plat for final redline review, the Applicant shall include an easement to protect an existing fiber line on the property. The easement shall be drawn to the satisfaction of the Public Utilities Department.

(IV) The Development Review Committee reviewed the Guardsman Subdivision Plat on July 1 and August 5, 2025, and requires Conditions of Approval.[9]

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 9, 2025. The *Park Record* published courtesy notice on July 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 9, 2025.[10]

Public Input

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

Alternatives

The Planning Commission may:

- Approve the Guardsman Subdivision Plat.
- Deny the Guardsman Subdivision Plat and direct staff to make findings for the denial.
- Request additional information and continue the Guardsman Subdivision Plat to a date certain.

Exhibits

A: Draft Final Action Letter
Attachment 1 – Proposed Guardsman Subdivision Plat
B: Ordinance No. 99-30
C: 1999 Development Agreement
D: Ordinance No. 07-10
E: Ordinance No. 2025-05
F: 2007 Amended and Restated Development Agreement

[9] 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).
[10] LMC Section 15-1-21

G: Sensitive Land Overlay Study
H: Wildlife and Vegetation Report
I: Geotechnical Report
J: UDOT Conditional Access Permit
K: Mid Mountain Trailhead Conditional Use Permit

Planning Department

August 13, 2025

Redus Park City, LLC

CC: Douglas Ogilvy

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	9401 – 9409 Marsac Avenue
Zoning District:	Residential Development – Master Planned Development Sensitive Land Overlay
Application:	Subdivision
Project Number:	PL-25-06547
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant Proposes to Combine Portions of Two Metes-and-Bound Parcels to Create Three Lots for Single-Family Dwellings, One Lot for the Park City Municipal Water Tank, one Common Area Open Space Parcel, and One Parcel for the Mid Mountain Trailhead and Parking Area.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the Subdivision according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Guardsman Subdivision creates three Lots for Single-Family Dwellings, one Lot for the existing Park City Municipal Water Tank, one Open Space parcel including the parking area for the Mid Mountain Trailhead, and one common area parcel including the driveway accessing the residential Lots. Under the terms of an approved exchange agreement between the City and Redus, the City will own the water tank Lot and the Mid Mountain Trailhead parking area parcel, while Redus will own the three Single-Family Lots.
2. The Summit County GIS Coordinator requested changes to the addresses included on the proposed Subdivision plat The table below summarizes the requested changes:

Lot	Proposed Address (Shown on Plat)	Corrected Address (Used in Staff Report)
1	9403 Marsac Avenue	9401 Marsac Avenue
2	9401 Marsac Avenue	9403 Marsac Avenue
3	9405 Marsac Avenue	No Change
4	9409 Marsac Avenue	9575 Marsac Avenue

3. The Guardsman Subdivision is bounded on the north by a vacant 3.8-acre parcel bordering the Northside Village Subdivision, on the east by Deer Valley Resort's East Conservation Parcel, and on the south and west by Marsac Avenue/State Route 224 and Twisted Branch Road. Further west are the Sommet Blanc Condominiums.
4. The Guardsman Subdivision is within the Flagstaff/Empire Pass annexation area.
5. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City. The Flagstaff area is now known as Empire Pass.
6. The Development Agreement was entered into by United Park City Mines ("UPCM"), Deer Valley Resort Company ("Deer Valley"), and Park City Municipal Corporation ("the City") and was recorded with Summit County on July 26, 1999 (Recorder Entry No. 544835). Redus is successor-in-title to property previously owned by UPCM.
7. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
8. On March 26, 2025, the Planning Commission reviewed requested amendments to the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units and forwarded a positive recommendation for the City Council's consideration.
9. On April 24, 2025, the City Council approved Ordinance No. 2025-05 modifying the Flagstaff Mountain/Empire Pass Development Agreement for the construction of seven residential units. Ordinance No. 2025-05 Condition of Approval 5 requires the Applicant to receive required land use approvals, including subdivisions for residential Lots, prior to application for or receipt of any building permit.
10. The Guardsman is within the Flagstaff Empire Pass Development Pod B-2 zoned Residential Development – Master Planned Development (MPD).
11. The August 13, 2025 Planning Commission staff report is incorporated herein.
12. The Development Review Committee reviewed the proposed Subdivision on July 1 and August 5, 2025.
13. The Planning Commission waived the preliminary Subdivision review pursuant to Land Management Code Sections 15-7.1-3(A) and 15-7.1-4(A) to combine the review of the Preliminary and Final Subdivision.

Conclusions of Law

1. The proposed Subdivision complies with the requirements of the Land Management Code, including Chapter 15-2.13 *Residential Development*, Chapter 15-2.21 *Sensitive Land Overlay,* and 15-7 *Subdivision*, as conditioned.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the LMC, and Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Prior to submitting a plat for final redline review, the Applicant shall include an easement to protect an existing fiber line on the property. Whereas the underground power easement shown on the plat is for Rocky Mountain Power, the City requires an identical easement for fiber infrastructure. The easement shall be recorded to the satisfaction of the Public Utilities Department.
4. Prior to submitting a plat for final redline review, the Applicant shall include an easement for electrical and fiber connections to the proposed bathroom facility at Mid Mountain Trailhead. The easement shall be recorded to the satisfaction of the Public Utilities Department.
5. Prior to submitting a plat for final redline review, the Applicant shall include a plat note indicating the location of any sewer laterals under retaining walls.
6. Prior to submitting a plat for final redline review, the Applicant shall include a plat note stating that each Lot shall have its own sewer lateral and ejector pump.
7. Prior to Subdivision plat recordation, the Applicant shall provide the Planning Department with documentation of Conditional Access Permits issued by the Utah Department of Transportation for the driveway to the municipal water tank and the modifications to the Mid Mountain Trailhead parking area.
8. The Applicant shall install a gate on the driveway providing access to the municipal water tank before any building permits for SFDs on Lots 1-3 may be issued. The gate shall be reviewed and approved by the Public Utilities Department prior to installation.
9. The Applicant shall install a single-stall, ADA-compliant plumbed bathroom facility at Mid Mountain Trailhead in a location approved by the City. The bathroom facility shall receive all required building permits before construction may begin. The bathroom shall be installed before any building permits for SFDs on Lots 1-3 may be issued. If the plumbed bathroom facility is not installed by August 13, 2026, the Applicant shall install and shall be responsible for maintaining a portable restroom facility until such time as the plumbed facility is installed.

10. If it is determined necessary for the safety of trail users, the Applicant shall install a protective fence between the retaining wall east of the Mid Mountain Trailhead parking area and the proposed alignment of the Mid Mountain Trail. The fence shall be composed of durable materials requiring minimal maintenance and shall be reviewed and approved by the Engineering, Planning, and Trails and Open Space Departments prior to installation.
11. The proposed trail realignments for the Mid Mountain and Tour De Suds trails shall be staked by the Applicant and scheduled for review by the Trails & Open Space Department within 30 days of Subdivision approval. The Guardsman Subdivision Plat may not be recorded until the Trails & Open Space Department has approved the proposed trail realignments.
12. Prior to Subdivision plat recordation, the Applicant shall provide documentation of recorded 10-foot public easements for those portions of the Mid Mountain and Tour De Suds trails proposed for realignment on adjacent properties. Recorded public trail easements shall be indicated with a plat note on the Guardsman Subdivision Plat.
13. The Applicant shall revegetate disturbed areas with plantings that comply with the City's Water Wise Landscaping requirements and Wildland-Urban Interface code.
14. The Applicant shall promptly treat and control for noxious weeds during and after construction activities.
15. The Applicant shall conduct vegetation clearing activities outside of the nesting season. If this is not possible, the Applicant shall have a qualified biologist conduct nest-clearance surveys during the nesting season.
16. The Applicant shall submit a landscape plan reviewed and recommended by a wildlife specialist showing the use of wildlife-friendly plantings for native large mammals with any future development application for the site.
17. Prior to submitting a plat for final redline review, the Applicant shall update the addresses for Lots 1-4 to align with changes requested by the Summit County GIS Coordinator.
18. The Applicant must complete modifications to the approved Conditional Use Permit for the Mid Mountain Trailhead Parking Area prior to recordation of the Guardsman Subdivision Plat.
19. To the extent possible, the Applicant shall protect Significant Vegetation during construction. Landscape plans for the Conditional Use Permit for the proposed Single-Family Dwellings shall show all Significant Vegetation as defined in LMC Section 15-2.13-10. Significant Vegetation that is removed during construction must be replaced in-kind or with vegetation compliant with the Wildland-Urban Interface code.

If you have questions or concerns regarding this Final Action Letter, please call 435-731-6088 or email alexander.barton@parkcity.gov.

Planning Department

Sincerely,

Christin Van Dine
Planning Commission Chair

CC: Alec Barton

GUARDSMAN SUBDIVISION

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

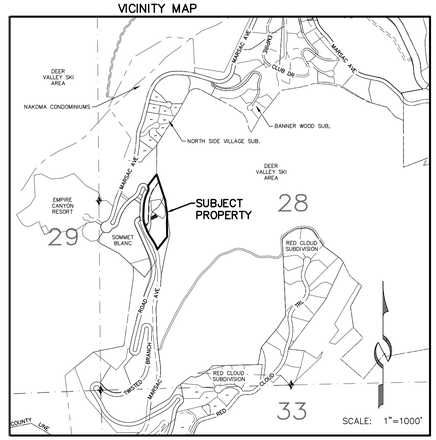
NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2025-_____.
2. See Record of Survey S-_____, filed _____ ____, 202_ in the Summit County Recorders Office.
3. For each lot, the maximum Gross Floor Area as defined by the Land Management Code is 8,000 square feet.
4. Each home may have a maximum of one Basement level below the First Story as defined by the Land Management Code.
5. The improvement envelope is limited to 8,000 square feet excluding driveways and auto courts but including hard surface patio areas. Lovation of impovement envelope to be approved by EPMOA DRB.
6. The trail easement through Common Area is 5' on either side of the constructed trail.
7. Private Ski Easements: a non-exclusie easement for the use, benefit, and enjoyment of the Guardsman Subdivision lot owners as provided in the project declaration.
8. Parcel A is hereby dedicated to Park City Municipal Corporation.
9. Parcel B is hereby dedicated to Empire Pass Master Owners Association.
10. Parcel A and Lot 4 hall not be subject to HOA dues or EPMOA dues.
11. Empire Pass MOA shall be responsible for snow removal on the Parcel A parking lot. All other Parcel A maintenance costs are the responsibility of Park City Municipal Corp.
12. Parcel A and Parcel B are subject to accessd easements in favor of PCMC Water, SBWRD, Rocky Mountain Power and Enbridge Gas.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	75.00'	74.99'	57°17'28"	N 2°44'57" W	71.91'
C2	1020.00'	46.83'	2°37'49"	N 38°33'28" E	46.82'
C3	425.00'	93.13'	12°33'17"	N 27°35'26" W	92.94'
C4	475.00'	87.59'	10°33'54"	N 28°35'08" W	87.46'
C5	375.00'	107.92'	16°29'22"	N 15°03'30" W	107.55'
C6	375.00'	59.05'	9°01'18"	N 2°18'09" W	58.99'
C7	475.00'	196.38'	23°41'17"	N 14°03'08" E	194.99'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 21°18'48" W	36.81'
L2	N 25°53'47" E	31.85'

VICINITY MAP



LINE TYPE LEGEND

- SUBDIVISION BOUNDARY
- LOT/PARCEL BOUNDARY
- ADJOINING PROPERTY
- LOT LINE REMOVED
- TIE
- BUILDING ENVELOPE
- CENTERLINE TRAIL EASEMENT
- SNOW EASEMENT
- FIRE ACCESS EASEMENT
- UTILITY EASEMENT
- PRIVATE SKI EASEMENT

HATCH LEGEND

- PRIVATE SKI EASEMENT
- FIRE ACCESS EASEMENT
- WATER EASEMENT
- DRIVEWAY ACCESS EASEMENT
- UTILITY EASEMENT
- SECTION MONUMENT (AS NOTED)
- To Be Set rebar & cap stamped "Alliance Engineering" (All property corners)
- EP EJECTOR PUMP

LINE TABLE		
LINE	BEARING	DISTANCE
L6	N 81°46'22" E	32.55'
L7	N 59°34'19" E	62.22'
L12	N 31°29'10" E	71.96'
L14	S 36°12'33" W	32.56'
L18	S 55°36'17" E	14.74'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C16	375.00'	64.72'	9°53'20"	N 18°21'31" W	64.64'
C17	375.00'	43.20'	6°36'03"	N 10°06'50" W	43.18'
C18	112.00'	54.90'	28°05'03"	N 45°31'42" E	54.35'

LINE TABLE		
LINE	DIRECTION	LENGTH
L3	S 59°34'13" W	9.87'
L4	N 56°48'33" E	49.71'
L5	N 59°34'13" E	9.87'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C7	162.00'	58.82'	20°48'12"	S 49°10'08" W	58.50'
C8	68.00'	33.33'	28°05'03"	S 45°31'42" W	33.00'
C9	48.00'	7.87'	9°23'55"	S 26°47'12" W	7.87'
C10	92.00'	45.10'	28°05'03"	N 45°31'42" E	44.64'
C11	138.00'	55.58'	23°04'30"	N 48°01'59" E	55.20'
C12	401.59'	19.96'	2°50'50"	N 12°18'15" E	19.95'
C13	112.00'	70.69'	36°09'40"	N 31°48'30" E	69.52'
C14	475.00'	48.54'	5°51'17"	N 30°56'26" W	48.52'

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I further certify that I have completed or directly supervised a survey of the hereon described property and have referenced a record of survey map of the existing property boundaries in accordance with Section 17-23-17 and have verified the boundary locations and have placed monuments as represented on the plat. I do further certify that by authority of the owners, I have prepared the following plat, containing one lot, hereafter to be known as GUARDSMAN SUBDIVISION.

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

LEGAL DESCRIPTION

PARCEL 1

A parcel of land located in the west half of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being described as follows:

Beginning at a point that is North 00°30'49" West 135.16 feet coincident with the section line and East 687.84 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the left having a radius of 75.00 feet, of which the radius point bears North 64°06'13" West; and running thence coincident with said Marsac Avenue Right of Way Northerly along the arc of said curve 74.99 feet through a central angle of 57°17'28" to the boundary of that certain Boundary Line Agreement and Reservation of Easement, recorded September 30, 2022, as Entry No. 1195892 in Book 2759 at Page 666 in the Office of the Recorder, Summit County, Utah; thence coincident with said Boundary Line Agreement and Reservation of Easement the following two (2) courses: 1) North 37°14'34" East 155.18 feet to a point on a curve to the right having a radius of 1020.00 feet, of which the radius point bears South 52°45'26" East; thence 2) along the arc of said curve 46.83 feet through a central angle of 02°37'49" to the westerly boundary of that certain Grant of Conservation Easement East Parcel, recorded January 7, 2003, as Entry No. 643790 in Book 1502 at Page 732 in the Office of the Recorder, Summit County, Utah; thence coincident with said Grant of Conservation Easement East Parcel the following two (2) courses: 1) South 18°16'11" East 379.66 feet; thence 2) South 08°13'38" East 198.54 feet; thence South 02°17'19" West 99.94 feet to the northeasterly corner of that certain Special Warranty Deed, recorded March 19, 2004, as Entry No. 692322 in Book 1606 at Page 185 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed North 56°00'00" West 69.06 feet to the southernmost corner of that certain Special Warranty Deed, recorded March 22, 2004, as Entry No. 692419 in Book 1606 at Page 820 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed the following six (6) courses: 1) North 34°00'00" East 70.49 feet; thence 2) North 08°13'38" West 107.00 feet; thence 3) North 29°30'38" West 125.94 feet; thence 4) South 80°16'21" West 134.00 feet; thence 5) South 04°37'47" East 145.00 feet; thence 6) South 56°00'00" East 65.64 feet to the northernmost corner of that certain Special Warranty Deed, recorded March 19, 2004, as Entry No. 692322 in Book 1606 at Page 185 in the Office of the Recorder, Summit County, Utah; thence coincident with said Special Warranty Deed South 36°12'33" West 233.06 feet to a point on a non tangent curve to the right having a radius of 375.00 feet, of which the radius point bears North 66°41'49" East; thence along the arc of said curve 107.92 feet through a central angle of 16°29'22" to a corner on the easterly boundary of that certain Amended and Restated Declaration of Access Easement, recorded June 13, 2017, as Entry No. 1071473 in Book 2414 at Page 36 in the Office of the Recorder, Summit County, Utah, thence coincident with said Access Easement the following four (4) courses: 1) Northerly along the arc of said curve 59.05 feet through a central angle of 09°01'18"; thence 2) North 02°12'30" East 123.76 feet to a point on a curve to the right having a radius of 475.00 feet, of which the radius point bears South 87°47'30" East; thence 3) along the arc of said curve 196.38 feet through a central angle of 23°41'17"; thence 4) North 25°53'47" East 31.85 feet to the point of beginning.

The Basis of Bearing for the above description is North 00°30'49" West 2646.83 feet between the west quarter corner and the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

PARCEL 2

The description contained in that certain Special Warranty Deed recorded March 19, 2004, as Entry No. 692322 in Book 1606 at page 185, said parcel being more particularly described as follows:

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

Beginning at a point that is South 00°30'49" East 181.08 feet along section line and East 786.96 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 56°00'00" East 194.36 feet; thence South 00°56'05" East 212.31 feet; thence South 37°58'02" West 224.97 feet; thence North 21°18'48" West 36.81 feet to a point on a curve to the left having a radius of 425.00 feet; thence northwesterly along the arc of said curve 93.13 feet (chord bears North 27°35'26" West 92.94 feet); thence North 33°52'05" West 76.51 feet to a point on a curve to the right having a radius of 475.00 feet, of which the radius point bears North 56°07'55" East; thence northwesterly along the arc of said curve 87.59 feet through a central angle of 10°33'54"; thence North 23°18'11" West 58.02 feet; thence North 36°12'33" East 233.06 feet to the point of beginning.

AND

The description contained in that certain Special Warranty Deed recorded March 22, 2004, as Entry No. 692419 in Book 1606 at Page 820, said parcel being more particularly described as follows:

Beginning at a point that is South 00°30'49" East 2624.03 feet along section line and East 854.74 feet from the northwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 29°30'38" East 125.94 feet; thence South 08°13'38" East 107.00 feet; thence South 34°00'00" West 70.49 feet; thence North 56°00'00" West 190.94 feet; thence North 04°37'47" West 145.00 feet; thence North 80°16'21" East 134.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be unified into one lot of record, to be hereafter known as GUARDSMAN SUBDIVISION and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2025.

Redus Park City LLC, a Florida limited liability company

By: _____
_____ Manager

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____ 2024, _____ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of Redus Park City, LLC, a Florida limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed GUARDSMAN SUBDIVISION.

By: _____
Notary Public
_____
Printed Name
Residing in: _____
My commission expires: _____
Commission No. _____

GRANTOR:

REDUS PARK CITY LLC,
a Delaware Limited Liability Company

By: REDUS PROPERTIES, INC.,
a Delware corporation
Its: Manager

By: _____
David L. Ash, Senior Vice President

SHEET 1 OF 1

AUGUST 4, 2025 — JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2025\Guardsman\120216-Guardmans Subdivision_Plat.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2025
BY _____

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2025
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2025
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____ DAY OF _____, 2025
BY _____
PARK CITY ATTORNEY

PUBLIC SAFETY ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY OF _____, 2025
BY _____
SUMMIT COUNTY GIS COORDINATOR

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

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

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

00545109 Bk01277 Pg00553-00555

ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 28 13:11 PM FEE $.00 BY MAT
REQUEST: PARK CITY MUNICIPAL CORP

Ordinance No. 99-30

AN ORDINANCE ANNEXING APPROXIMATELY 1750 ACRES KNOWN AS FLAGSTAFF MOUNTAIN INTO THE CORPORATE LIMITS OF PARK CITY, UTAH AND AMENDING THE OFFICIAL ZONING MAP OF PARK CITY TO INCLUDE THE ANNEXED AREA

WHEREAS, on May 17, 1994, United Park City Mines Company (UPCM) filed an application for annexation to Park City of certain UPCM holdings within the Ontario and Daly Canyons, along with property held by several other mining companies and/or families; and

WHEREAS, the Planning Commission reviewed the proposal several times throughout 1994 and 1995, provided feedback, an d based on Planning Commission feedback, the applicant submitted a revised annexation plan on June 14, 1995; and

WHEREAS, the Planning Commission and a special Flagstaff Task Force held several meetings on the revised plan throughout the remainder of 1995 and the balance of 1996 and held public hearings on the revised plan on October 25, 1995 and November 13, 1996; and

WHEREAS, on March 26, 1997, the Planning Commission recommended annexation of the Flagstaff area, with certain development parameters; and

WHEREAS, the Council began its consideration of the Planning Commission recommendations on April 17, 1997 and continued to take staff, applicant, and public input on April 24, 25, 28 and 29 and May 1, 6, and 8, 1997; and

WHEREAS, on April 24, 1997, the Council opened a public hearing for over 350 attendees, and took testimony from 46 participants. The public sentiment revealed support for annexation, but concerns regarding the development parameters; and

WHEREAS, the City mailed and published notice of the proposed annexation and annexation policy declaration to all affected entities and received no protest to the annexation; and

WHEREAS, on May 10, 1997, the Council concluded in Resolution No. 10-97 that annexation was appropriate and that many, but not all, of the proposed development parameters could be accommodated in the Flagstaff area; and

WHEREAS, without withdrawing its annexation petition, the applicant rejected the Council's 1997 development parameters, and began to pursue development in unincorporated Summit and Wasatch Counties; and

WHEREAS, on July 8, 1998, the applicant approached the Council with a renewed desire to annex and with additional offers of on and off-site transportation facilities, utilities, enhancements, and recreation amenities; and

WHEREAS, the Council convened several work sessions, an additional public meeting, and facilitated interest group meetings to consider new development parameters; and

WHEREAS, on August 27, 1998, approximately 100 people attended, and over 20 individuals commented on new draft development parameters; and

WHEREAS, based on public input, Council further negotiated improved development parameters; and

WHEREAS, on September 10, 1998, the Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels; and

WHEREAS, a Development Agreement has been negotiated between the City and the Developer setting forth the terms of the September 10, 1998 resolution and further terms and conditions; and

WHEREAS, the City Council has held several public meetings on the proposed Development Agreement and has taken public input at those meetings; and

WHEREAS, the Property is not included within any other municipal jurisdiction and there have been no protests filed by any other jurisdictions;

00545109 Bk01277 Pg00554

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

SECTION 1. ANNEXATION. The property is hereby annexed to the corporate limits of Park City, UT according to the annexation plat executed in substantially the same form as it is attached hereto as Exhibit A. The property so annexed shall enjoy the privileges of Park City and shall be subject to all City levies and assessments including those described in the Development Agreement, attached hereto as Exhibit B. The property shall be subject to all City laws, rules, and regulations.

SECTION 2. COMPLIANCE WITH STATE LAW AND THE PARK CITY GENERAL PLAN. The annexation meets the standards for annexation set forth in Title 10, Chapter 2, of the Utah Code and the Park City General Plan.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of Park City, as adopted by Section 1.9 of the Park City Land Management Code, is hereby amended to include the Flagstaff Annexation as depicted in Exhibit A.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon recordation of the annexation plat.

PASSED AND ADOPTED this 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

Janet M. Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Approved as to form:

Jodi Hoffman, City Attorney

00545109 Bk01277 Pg00555

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

EXHIBIT B

Refer to Recorder File 99-

Recorded this ___ day of

_____, 1999

at Book #___ Page #_____.

ORIGINAL

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

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

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

00544835 Bk01276 Pg00485-00575
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 JUL 26 10:36 AM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 24th day of June, 1999, 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; and

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER has 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; and

G. WHEREAS, the Parties intend to enter into this 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 into the City.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the

[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.

City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 84 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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[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.

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 sixty-five percent (65%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

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

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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.

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[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.

1.17 **"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 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:

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;

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

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 84 acres.

2.2.1.3. **Maximum Density**. The maximum density within the Mountain Village is 705 Unit Equivalents configured in no more than 470 residential 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 65% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

[6] Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.

reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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. The majority of the required parking areas will be fully enclosed and/or constructed underground.

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

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

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

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

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[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.

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.

2.4.1.3. **Viewpoint Restrictions**. Structures and roads must be configured to minimize road and utility impacts and to minimize wintertime visual impacts[10] 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

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[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.

[10] As well as summertime visual impacts.

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 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 public road access and no day skier parking, must have adequate emergency vehicle access, and shall have only limited parking to meet service and administrative requirements. 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-style[11]), at a location to be determined at the Small Scale MPD phase, with emergency access only, and no private vehicular access or parking. The size of the private restaurant shall be determined at Small Scale MPD review and shall not exceed 7000 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.

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[11] Beano's is a 7000 square foot private restaurant. This reference to a Beano's-style restaurant is not intended to predetermine the Planning Commission's decision regarding the maximum allowable size of such a restaurant.

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.

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

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[12] The Park City Fire Marshall may not cause the access to be plowed simply for pubic 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 **Gondola.** If approved by the City, DEVELOPER shall construct a gondola from a location in or near Old Town to a terminus in the Mountain Village. DEVELOPER shall submit to the City a complete written description comparing the development scenarios for Flagstaff Mountain with the construction of a gondola and without the construction of a gondola. The City agrees to work expeditiously through the public process with respect to making a final decision regarding the construction of a gondola as set forth in this Section.

2.9.3 **No Gondola Alternative.** If the City determines that the construction of a gondola is not feasible or in the public interest, then: a) 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, and b) pursuant to an approved Specific Transit Plan or a Parking Management Plan, and in addition to all other commitments herein, DEVELOPER shall expend an additional $1,000,000 ($2,000,000 total) for traffic mitigation beneficial to the Project. If DEVELOPER is required to expend $1,000,000 for traffic mitigation directly related to the Project, then such traffic mitigation expenses and the timing thereof shall be set forth in the Specific Transit Plan.

2.9.4 **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.

2.9.5 **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.

2.9.6 **Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area[13], 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.

2.9.7 **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 Flagstaff Mountain ski terrain to construction, development and operation of ski and mountain bike lifts, ski and mountain bike

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

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.

2.9.8 **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.

2.9.9 **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

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limit or waive governmental immunity with respect to claims made against the City.

2.9.10 **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.

2.9.11 **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.

2.9.12 **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.

2.9.13 **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 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:

2.10.2.1 **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.

2.10.2.2 **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

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[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.

improvements. Following DEVELOPER's completion of the construction of such improvements, DEVELOPER shall offer to dedicate such improvements to the appropriate governmental entity.

2.10.2.3 **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.

2.10.2.4 **Runaway Truck Lane**. DEVELOPER, or an affiliate of DEVELOPER, shall construct a run-away 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.

2.10.2.5 **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.

2.10.2.6 **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.

2.10.2.7 **Drainage Improvements.** DEVELOPER shall improve drainage to S.R. 224 as described on

Exhibit M attached hereto.

2.10.2.8 **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.

2.10.3 **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:

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

2.10.3.2 Construction staging, on-site batch plants, and materials stockpiling[16] and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

2.10.3.3 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.

2.10.3.4 Dust and soils monitoring and containment, along with

[16] Developer shall stockpile all earthen material on site.

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

2.10.3.5 Temporary public access trails throughout construction.

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

2.10.4 **Employee/Affordable Housing.** DEVELOPER shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 10% of the residential and 20% of the commercial Unit Equivalents approved by the City for the Project. A minimum of 25% of the affordable housing obligation shall be located on-site within the Project, unless otherwise directed by the Housing Authority. 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 units as directed by the Housing Authority. The employee/affordable housing will be phased with the Project. Upon Planning Commission recommendation, the Housing Authority may direct DEVELOPER to:

2.10.4.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

2.10.4.2 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

2.10.4.3 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

2.10.4.4 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

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

2.10.5 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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 adequate[17] 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

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[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]

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 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

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[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.

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 reallignment 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

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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.

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
P.O. Box 1450
Park City, UT 84060

Copy to:
Craig B. Terry
Parsons Behle and Latimer
P.O. Box 45898
Salt Lake City, Utah 84145-0898

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

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Copy to:
Wendy A. Faber
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 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

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Exhibit L	Map 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 as of the 24th day of June, 1999.

PARK CITY MUNICIPAL CORPORATION

By: _____
Bradley A. Olch, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

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APPROVED AS TO FORM:

Jodi Hoffman, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

By: Hank Rothwell
Title: President

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, the undersigned Notary Public, personally appeared **Hank Rothwell**, personally known to me to be the President of United Park City Mines Co., on behalf of the corporation named herein, and acknowledged to me that the corporation executed it. Witness my hand and official seal.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
445 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

Notary Public, State of Utah
Residing in Park City, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

On this 2nd day of July 1999, before me, **Thomas L. O'Finnegan**, 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.

T. L. O'FINNEGAN
NOTARY PUBLIC • STATE of UTAH
446 MARSAC AVENUE
PARK CITY, UT 84060
COMM. EXP. 2-16-2000

T. L. O'Finnegan
Notary Public, State of Utah
Residing in Park City, Utah

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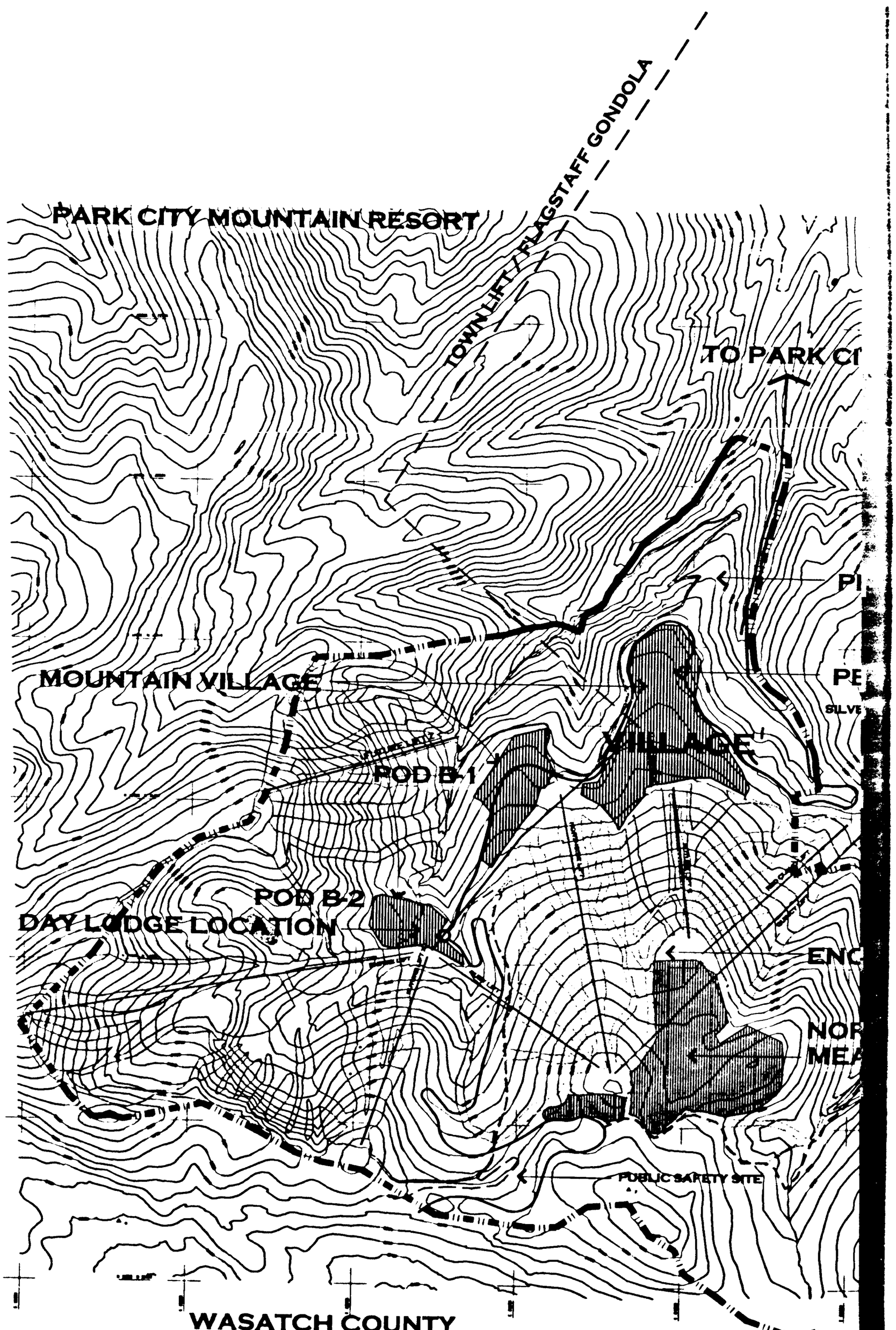

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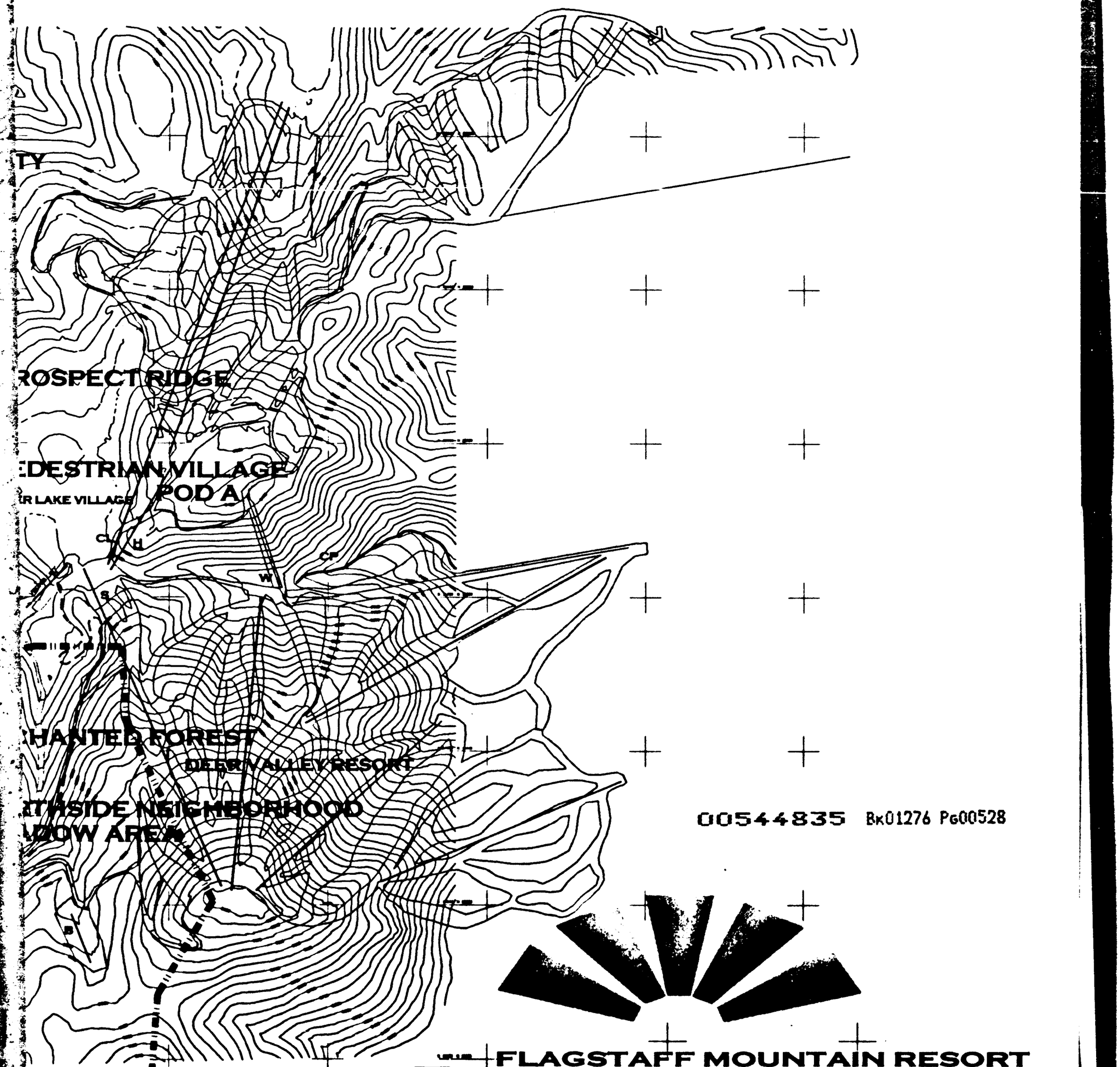

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Exhibit A

FLAGSTAFF MOUNTAIN AT DEER VALLEY

Boundary Description

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04°39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line :

North 44°09'00" East 1236.63 feet; thence North 35°07'44" East 548.54 feet; thence North 37°33'27" East 779.84 feet; thence North 49°33'13" East 616.72 feet; thence North 71°34'40" East 644.26 feet; thence North 30°09'00" East 354.14 feet; thence North 20°48'44" East 698.015 feet; thence North 10°48'36" East 569.75 feet; thence North 23°55'00" East 604.00 feet; thence North 87°35'00" East 778.00 feet; thence North 77°17'18" East 735.40 feet; thence North 82°14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39°17'38" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4.East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64°44'13" East 136.79 feet; thence North 67°45'58" East 149.28 feet; thence North 81°11'10" East 122.88 feet; thence North 77°19'44" East 85.84 feet; thence North 77°48'30" East 79.25 feet; thence North 86°11'16" East 94.42 feet; thence South 72°54'27" East 85.42 feet; thence South 71°42'35" East 163.49 feet more or less to a point on the westerly right -of-way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79°18'06" West 5.00 feet more or less, from Map Point A-1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right-of-way the following fifteen (15) courses: North 10°41'54" East 76.70 feet; thence North 15°21'41" East 116.20 feet; thence North 56°44'38" East 142.80 feet; thence North 46°47'25" East 123.00 feet; thence North 35°09'16" East 88.70 feet; thence North 32°14'53" East 101.60 feet; thence North 32°00'03" East 159.20 feet; thence North 33°26'55" East 136.00 feet; thence North 38° 27'54" East 138.00 feet; thence North 27°54'51" East 126.00 feet; thence North 31°30'07" East 96.20 feet; thence North 40°35'50" East 110.80 feet; thence North 50°15'25" East 92.50 feet; thence North 56°00'00" East 94.90 feet; thence North 50°23'25" East 105.09 feet; thence North 47°29'30" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32°04'00" East 296.25 feet; thence North 29°09'57" East 315.97 feet; thence North 28°18'45" East 186.56 feet, more or less, to the East-West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly

boundary line for the corporate limits of Park City, Utah; thence South 89°59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right-of-way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00°15'34" West 115.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15°23'33"398.24 feet more or less; thence South 15°39'07" West 559.69 feet to a point on a 5,679.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06°11'23", a distance of 613.57 feet; thence South 09°27'44" West 368.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16°06'55", a distance of 388.82 feet; thence South 6°39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48°51'38", a distance of 500.26 feet; thence South 55°30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30°23'53", a distance of 364.28 feet; fhence South 25°06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; fhence along the arc of said curve, through a central angle of 21°36'53", a distance of 191.78 feet; thence South 3°30'00" East 63.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55°51'14", a distance of 214.46 feet; thence South 31°30'00" West 68.20 feet; thence South 79°38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79°59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17°09'45" East 88.76 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 955.96 feet; thence North 69° East 360.00 Feet; thence South 29°20' West 117.60 feet; thence North 78°10' East 714.30 feet; thence East 1,106.71 feet more or less to a point the Wasatch-Summit County line: thence along said Wasatch – Summit County line. The following thirty courses: South 04°15'00" East 1,028.07 feet; thence South 25°30'30" East 2,521.90 feet to County Line Point 51;thence South 29°50'00" West 1,398.30 Feet to County Line Point 55; thence South 4°19'00" West 1,320.70 feet to County Line Point 58; thence South 47°05'00" West 369.50 feet to a County Line Point; thence South 83°34'00" West 69.10 feet to County Line Point 59; thence South 47°42'00" West 1,207.40 feet to County Line Point 62A; thence North 39°53'30" West 1,352.50 feet to County Line Point 64; thence North 72°50'00" West 317.30 feet to County Line Point 65; thence North 46°45'00" West 87.90 feet to County Line Point 66; thence North 70°57'00" West 502.00 feet to County Line Point 67; thence North 51°56'00" West 481.90 feet to County Line Point 68; thence North 55°53'00" West 466.80 feet to County Line Point 69 feet; thence North 21°49'00" West 317.40 feet to County Line Point 70; thence North 59°57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33°22'30" West 467.10 feet to County Line Point 71; thence South 85°10'30" West 492.30 feet to County Line Point 72; thence South 54°42'30" West 453.20 feet to County Line Point 73; thence South 88°55'30" West 344.00 feet to County Line Point 74; thence North 82°52'30" West 1,132.30 feet to

County Line Point 77; thence North 59°43'30" West 1,074.55 feet to County Line Point 2338; thence North 79°07'30" West 494.73 feet to County Line Point 80; thence North 70°28'30" West 339.90 feet to County Line Point 81; thence North 60°14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 64°07'00" West 727.60 feet to County Line Point 83; thence South 77°44'00" West 966.80 feet to County Line Point 85; thence North 77°28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point Q; thence South 85°36'00" West 219.10 feet to County Line Point 86; thence North 46°44'00" West 384.70 feet to County Line Point 87; thence North 34°37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,655.4 acres more or less.

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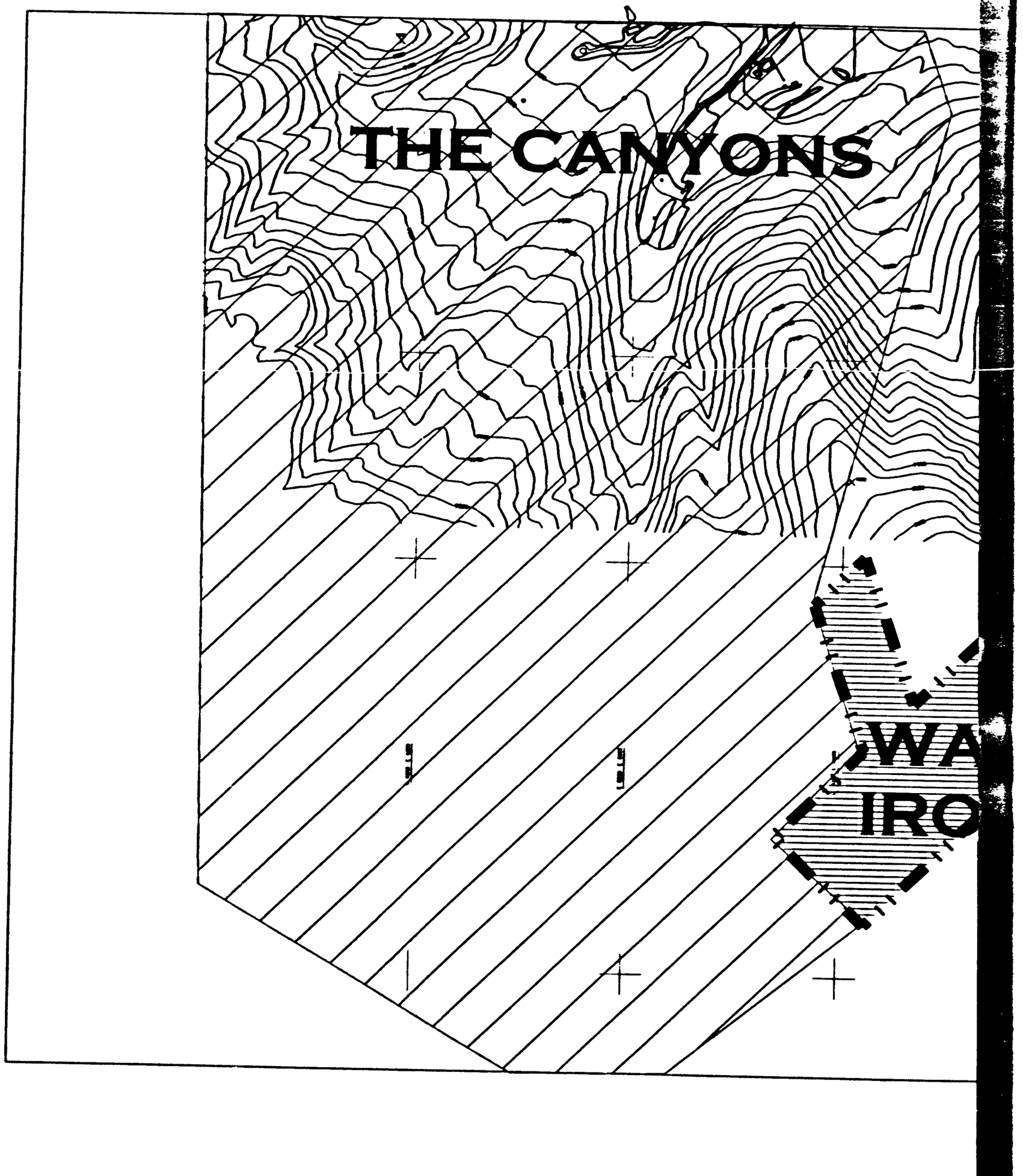

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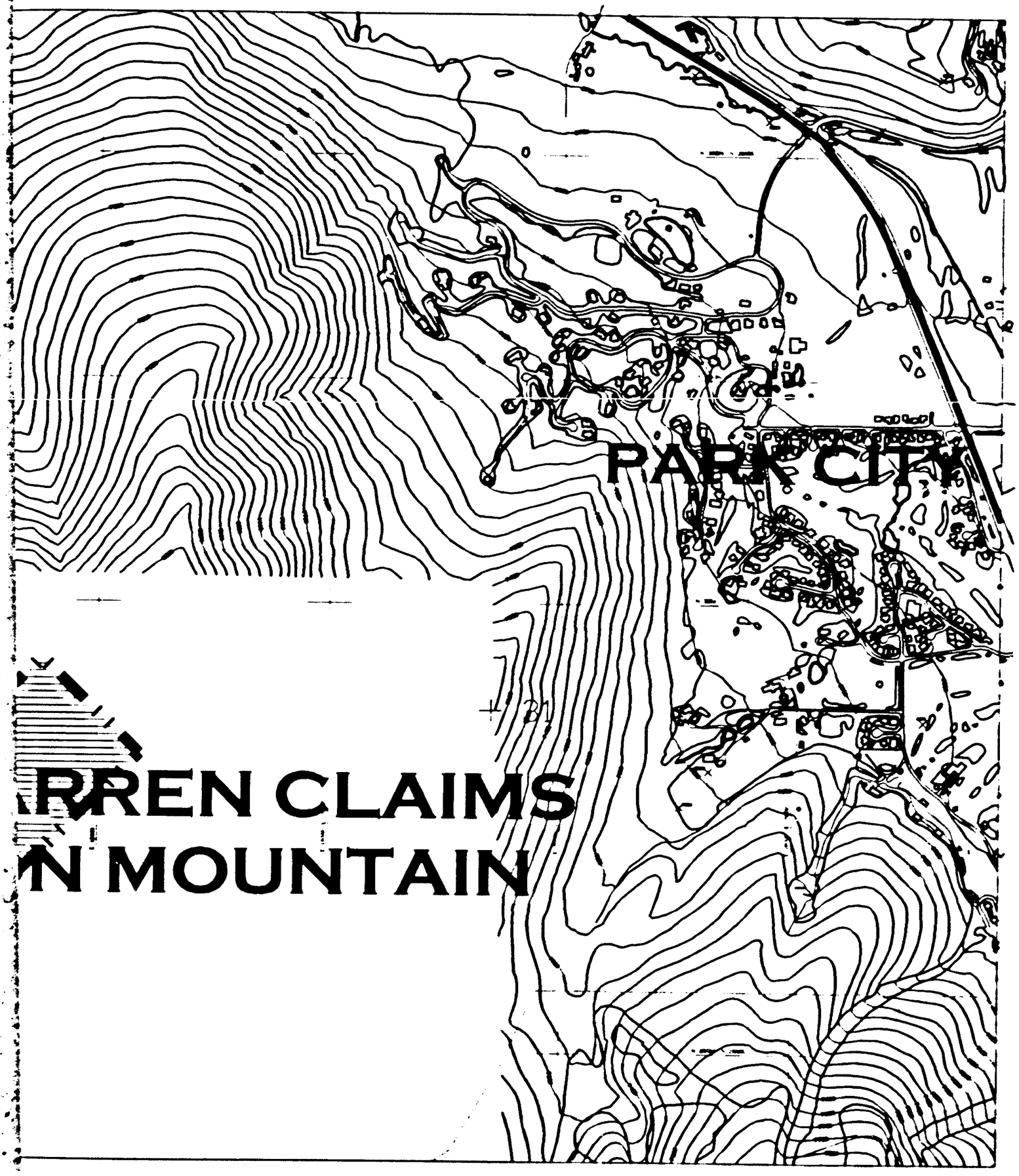

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IRON MOUNTAIN PARCEL

1999

0 800 2000

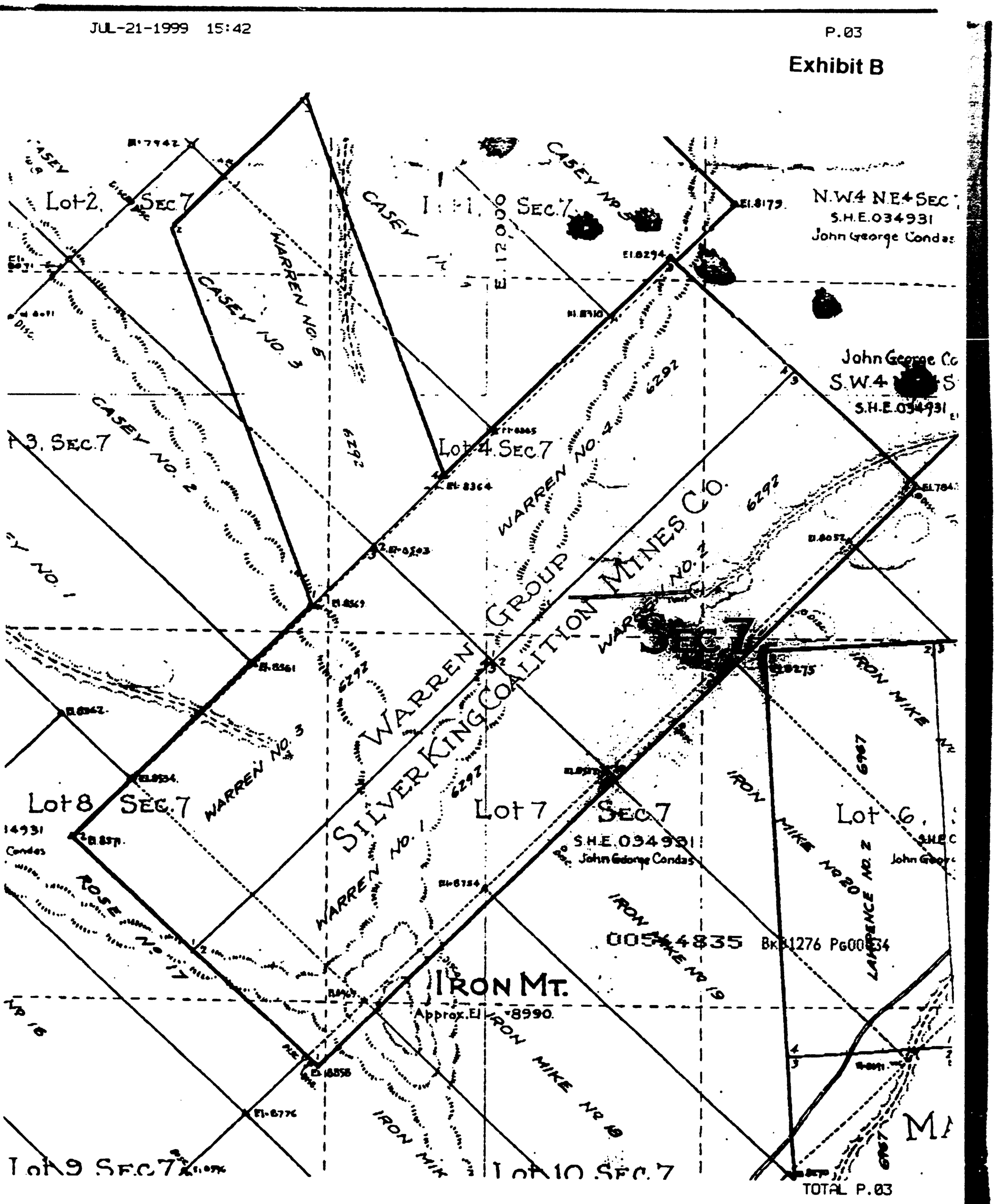
SUMMIT COUNTY, UTAH

PREPARED FOR
UNITED PARK CITY MINES COMPANY

JOSEPHSON DESIGN

EXHIBIT B

Exhibit B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Lot 1. Sec 7
N.W.4 N.E.4 Sec 7
S.H.E.034931
John George Condos
John George Co
S.W.4 S
S.H.E.034931
A 3. Sec 7
Lot 4 Sec 7
Lot 8 Sec 7
Lot 7 Sec 7
S.H.E.034931
John George Condos
Lot 6.
14931
Condos
IRON MT.
Approx. El. 8990.
005 4835 Bk 01276 Pg0034
TOTAL P.03

Exhibit B

FLAGSTAFF MOUNTAIN RESORT
IRON MOUNTAIN PROPERTY LEGAL DESCRIPTION
LOCATED IN SECTION 7, T2S, R4E, SLB & M

ALL OF THE WARREN MINING CLAIMS NO. 1, NO. 2, NO. 3, NO. 4, AND NO. 5, MINERAL SURVEY NUMBER 6292.

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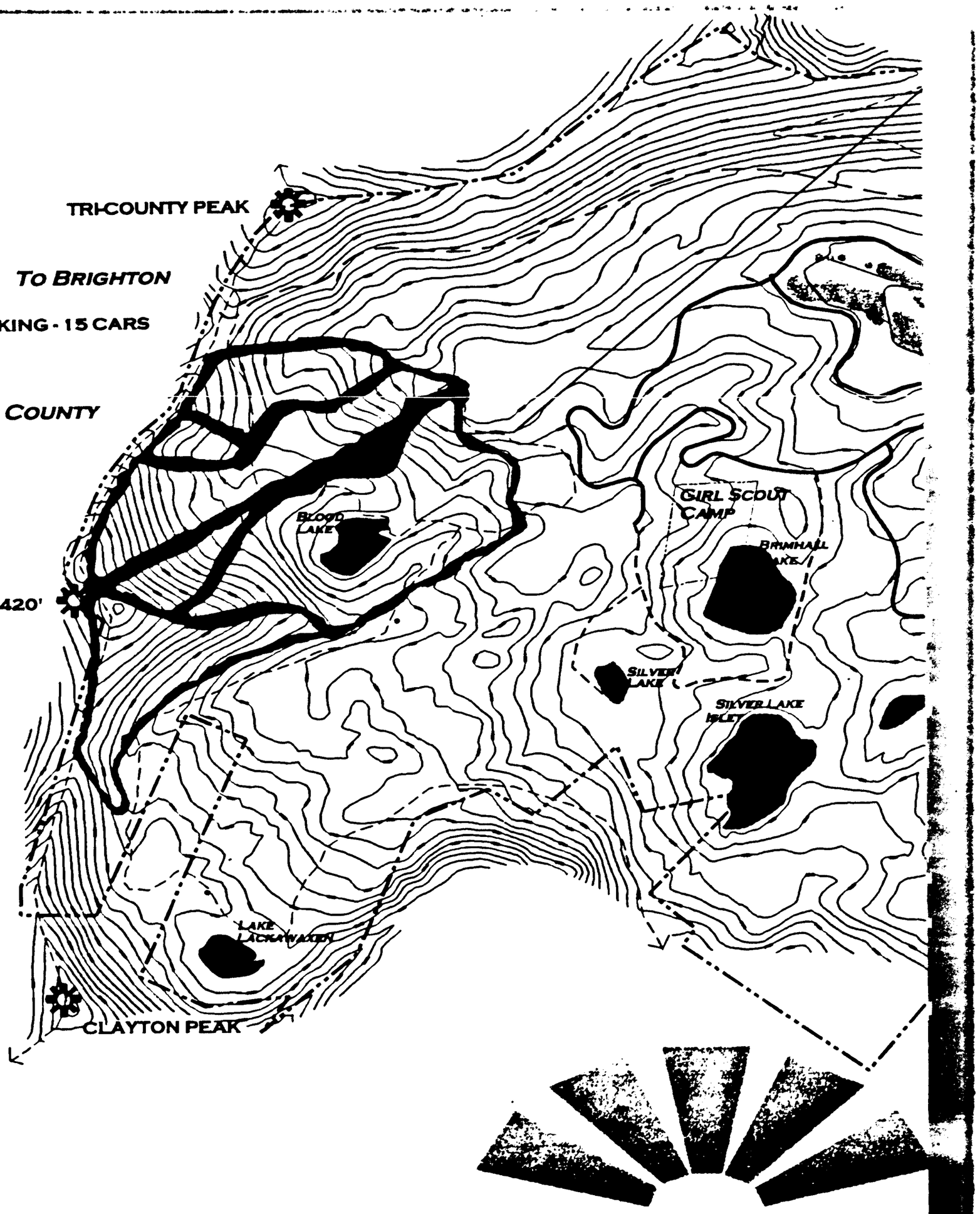

BONANZA MOUNTA

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LANDPLANNING:
JOSEPHSON DESIGN
P. O. Box 1705
PARK CITY, UTAH 84060
(801) 647-7444

JUNE 1999

0 400 800 2000

EXHIB

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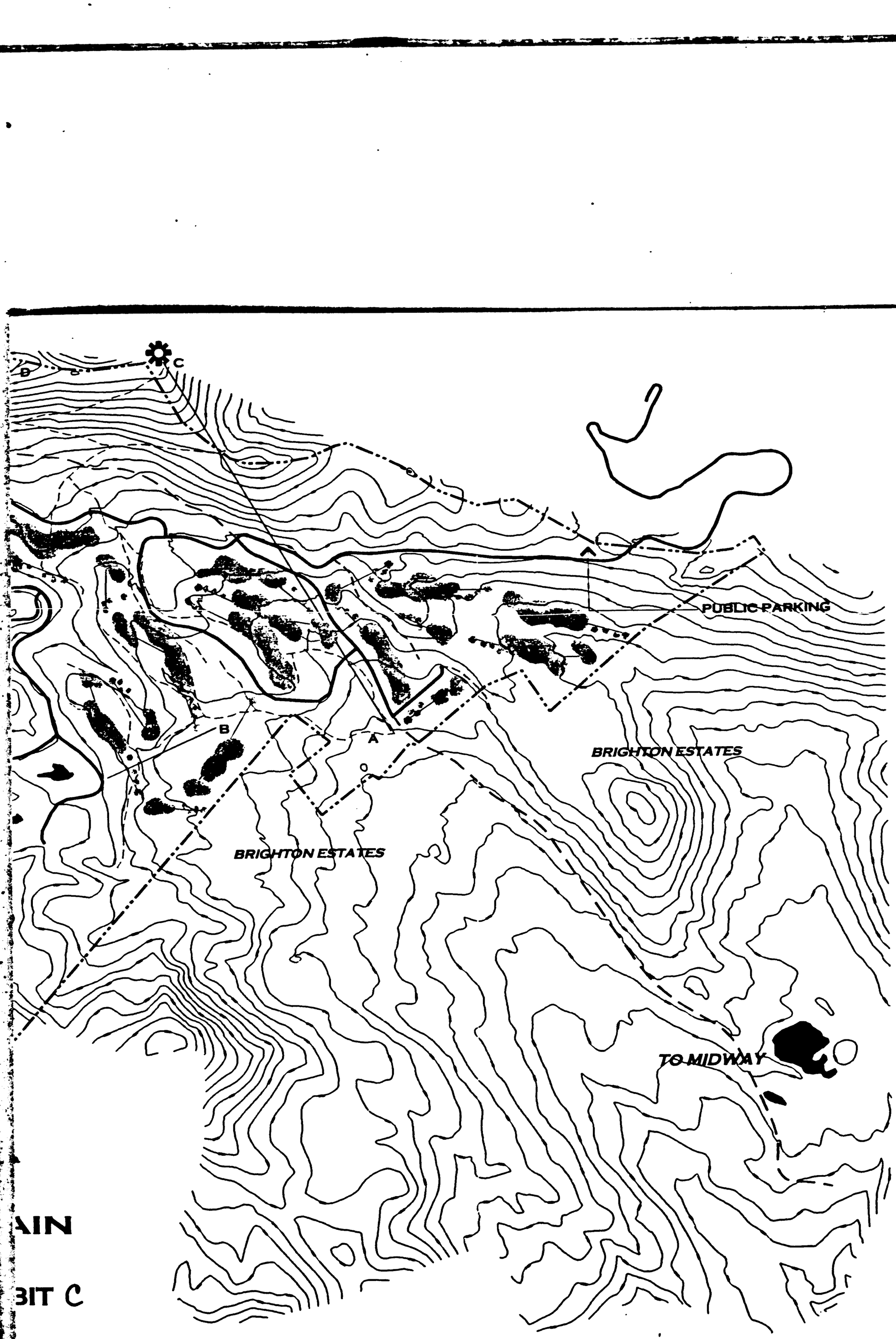

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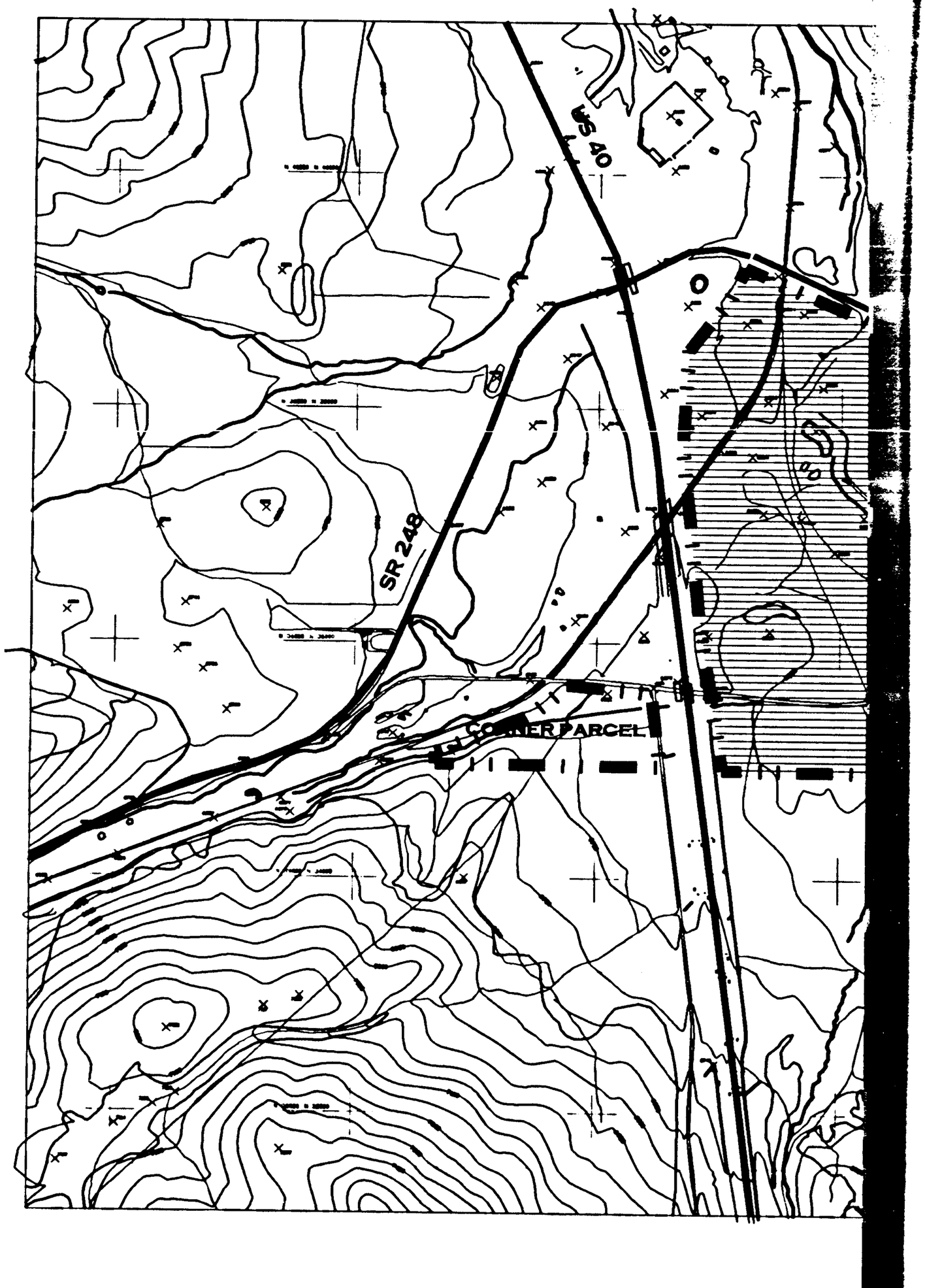

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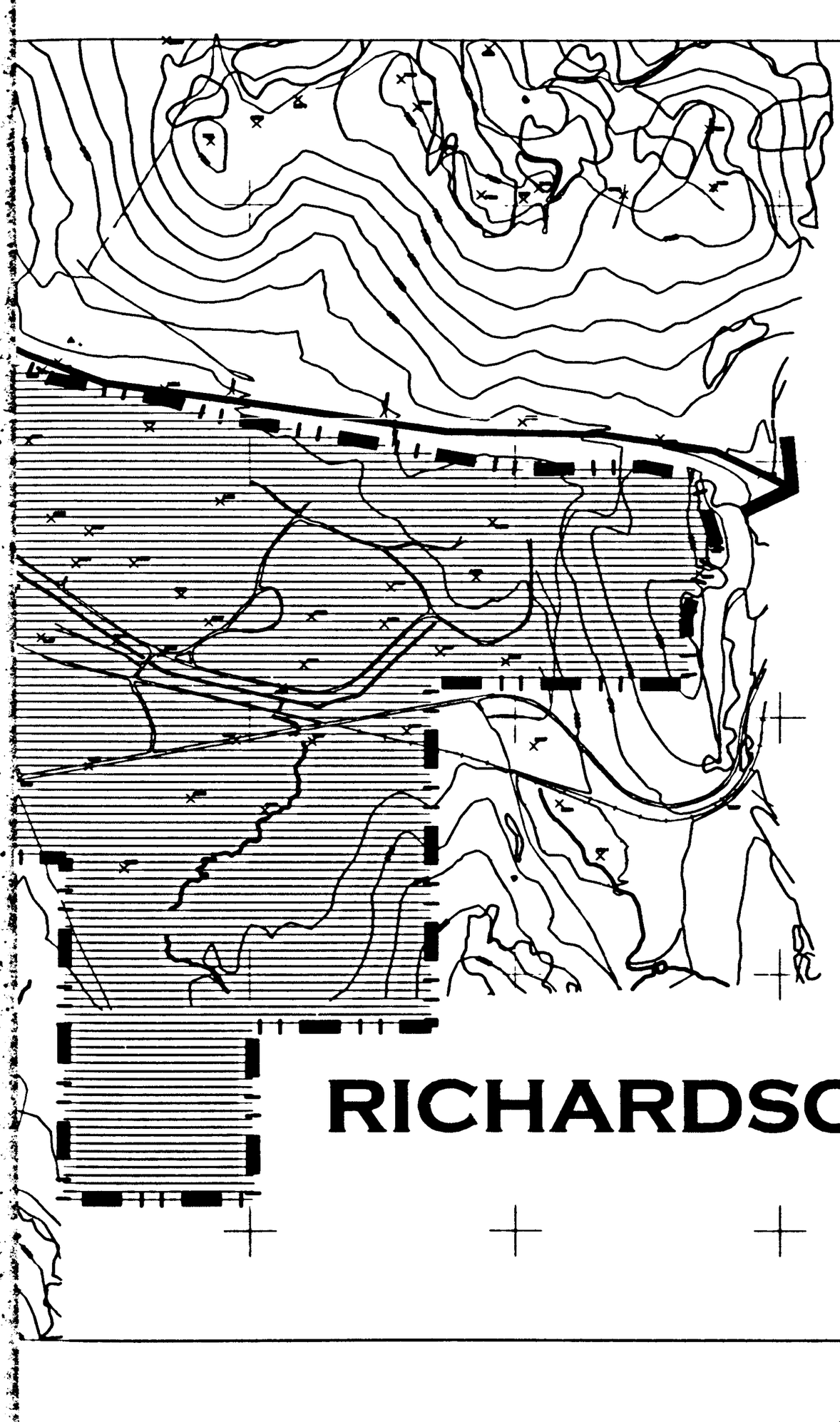


TO KAMAS

RICHARDSON FLATS

00544835 Bk01276 Pg00539

RICHARDSON FLATS PARCEL

SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8111

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1750
PARK CITY, UTAH 84060
(801) 649-8111

APRIL 1999

0 400 800 2000

EXHIBIT D

Exhibit D

UNITED PARK CITY MINES COMPANY

RICHARDSON FLATS DESCRIPTION

GENERAL DESCRIPTION

All of the property owned by United Park City Mines Company lying East of U. S Highway 40, South of Utah Highway 189, West of the Summit Wasatch County Line and North of the foothills forming the South edge of the Basin, being more particularly described as follows:

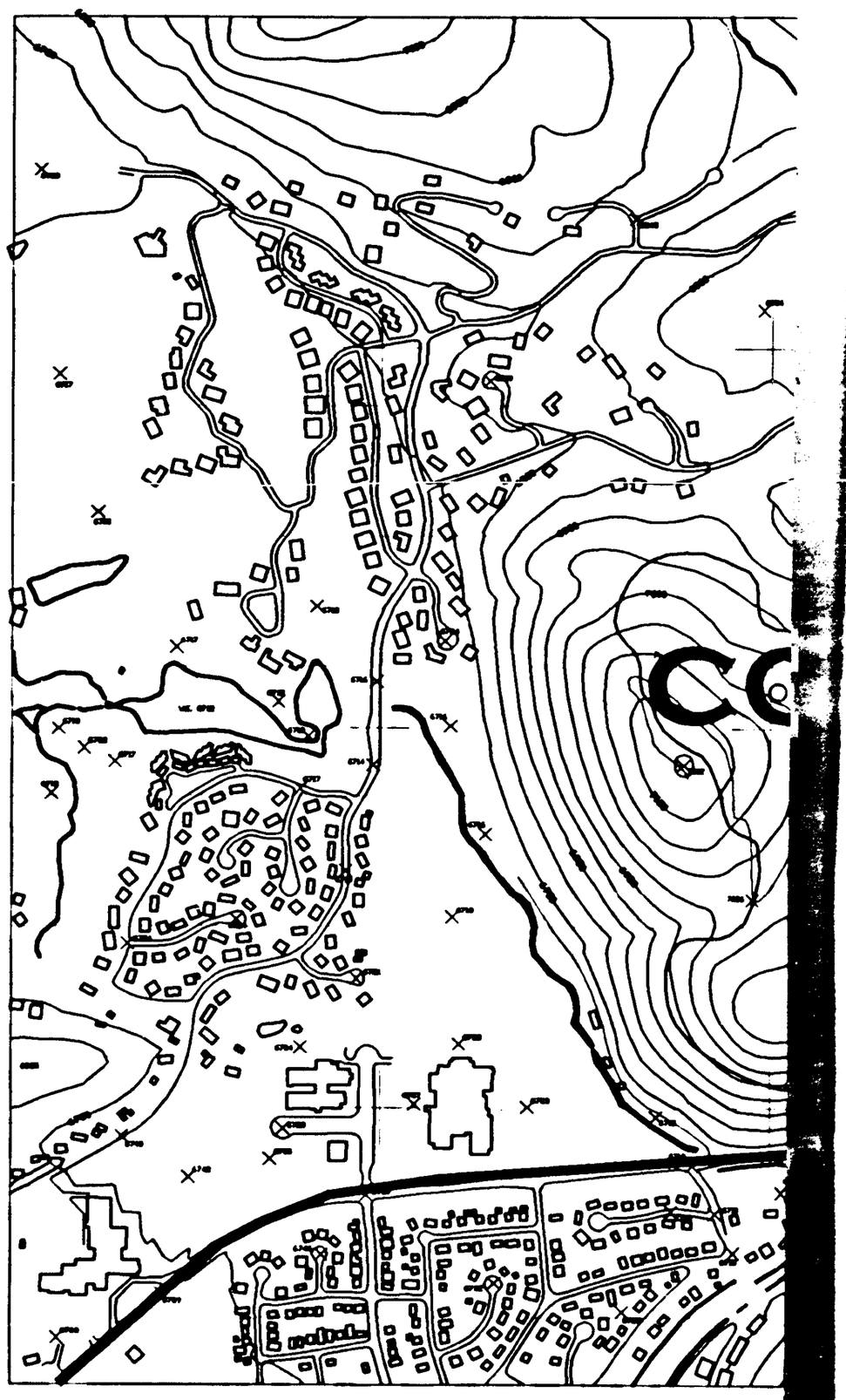
Beginning at a point lying on the center section line of Section 1, Township 2 South, Range 4 East Salt Lake Base and Meridian, said point also common with a point on the Summit and Wasatch County lines and lying South 64°34'17" East 6177.91 Feet, more or less, from the Northwest Corner of said Section 1;

Thence North 07°48'30" West 569.42 Feet more or less;
Thence North 30°03'00" East 491.00 Feet along said County Line to County Line Marker 138;
Thence North 15°43'00" West 620.95 Feet more or less to a point on the Southerly Right-of-Way line to Utah State Highway 189, said point lying on a 1,679.86 Foot radius curve to the left whose radius point bears South 18°25'57" West;
Thence along said curve, through a central angle of 12°57'43" a distance of 380.03 Feet;
Thence North 87°46'51" West 300.64 Feet;
Thence South 88°33'10" West 541.22 Feet;
Thence North 85°26'18" West 193.25 Feet;
Thence North 78°57'34" West 621.06 Feet;
Thence North 81°30'46" West 503.42 Feet;
Thence North 76°56'20" West 501.60 Feet;
Thence North 81°30'46" West 700.00 Feet;
Thence North 71°23'40" West 227.68 Feet;
Thence North 79°09'47" West 994.80 Feet;
Thence North 66°54'08" West 590.16 Feet;
Thence North 64°10'15" West 167.19 Feet;
Thence North 89°53' 00" West 978.55 Feet;
Thence South 25°23'31" West 116.87 Feet to a point on the northerly section line of said section 2;
Thence South 00°45'29" West 178.58 Feet more or less along said section line to a point on the Easterly Right-of-Way line of U. S. Highway 40;
Thence South 5°56'20" West 253.60 Feet;
Thence South 5°56'20" West 205.58 Feet to a point on a 2406.48 radius curve to the left whose radius point bears South 84°01'04" East;
Thence along said curve, through a central angle of 9°17'52" a distance of 390.52 Feet;
Thence South 3°23'37" East 105.10 Feet;
Thence South 7°04'23" East 356.56 Feet more or less to a point on the northwesterly boundary of the Rails to Trails Right-of-Way;
Thence South 7°04'23" East 150.58 Feet to a point on the southeasterly boundary of said Right-of-Way;
Thence South 7°04'24" East 48.63 Feet;
Thence South 1°27'27" West 202.24 Feet;
Thence South 40°00'00" East 554.91 Feet;
Thence South 31°40'49" West 481.87 Feet;

RICHARDSON FLAT DESCRIPTION
Page Two

Thence South 7°04'23" East 493.36 Feet more or less to a point on the northerly edge of the County Road across Richardson Flat;
Thence South 7°04'19" East 102.54 Feet to a point on the southerly boundary of said roadway;
Thence South 7°04'23" East 575.60 Feet to a point on the northern line of the South 1/2 of the Southeast one quarter of said Section 2;
Thence South 89°57'22" East 1604.54 Feet more or less along said line to the east line of said Section 2;
Thence South 00°33'35" West 1326.74 Feet more or less to the Southeast Corner of said Section 2, said point also common to Sections 1, 12 and 11 of Township 2 South, Range 4 East S.L.B. & M.;
Thence South 00°10'48" West 1328.76 Feet along the east section line of said Section 11 to a point common to the center line of the Northeast one quarter of said Section 11;
Thence South 89°09'12" East 1358.31 Feet more or less along the south line of the northwest one quarter of the northwest quarter of said Section 12;
Thence North 00°07'55" East 1347.76 Feet more or less to a point on the south line of said Section 1:
Thence North 89°58'31" East 1357.10 Feet, more or less, along said south section line to the south quarter corner of said Section 1;
Thence North 00°00'24" East 2679.92 Feet more or less along the center section line of said Section 1 to the Center of said Section 1;
Thence South 89°30'01" East 2043.63 Feet more or less along the center section line of said Section 1 to the Point of Beginning;

Contains 573 acres more or less.



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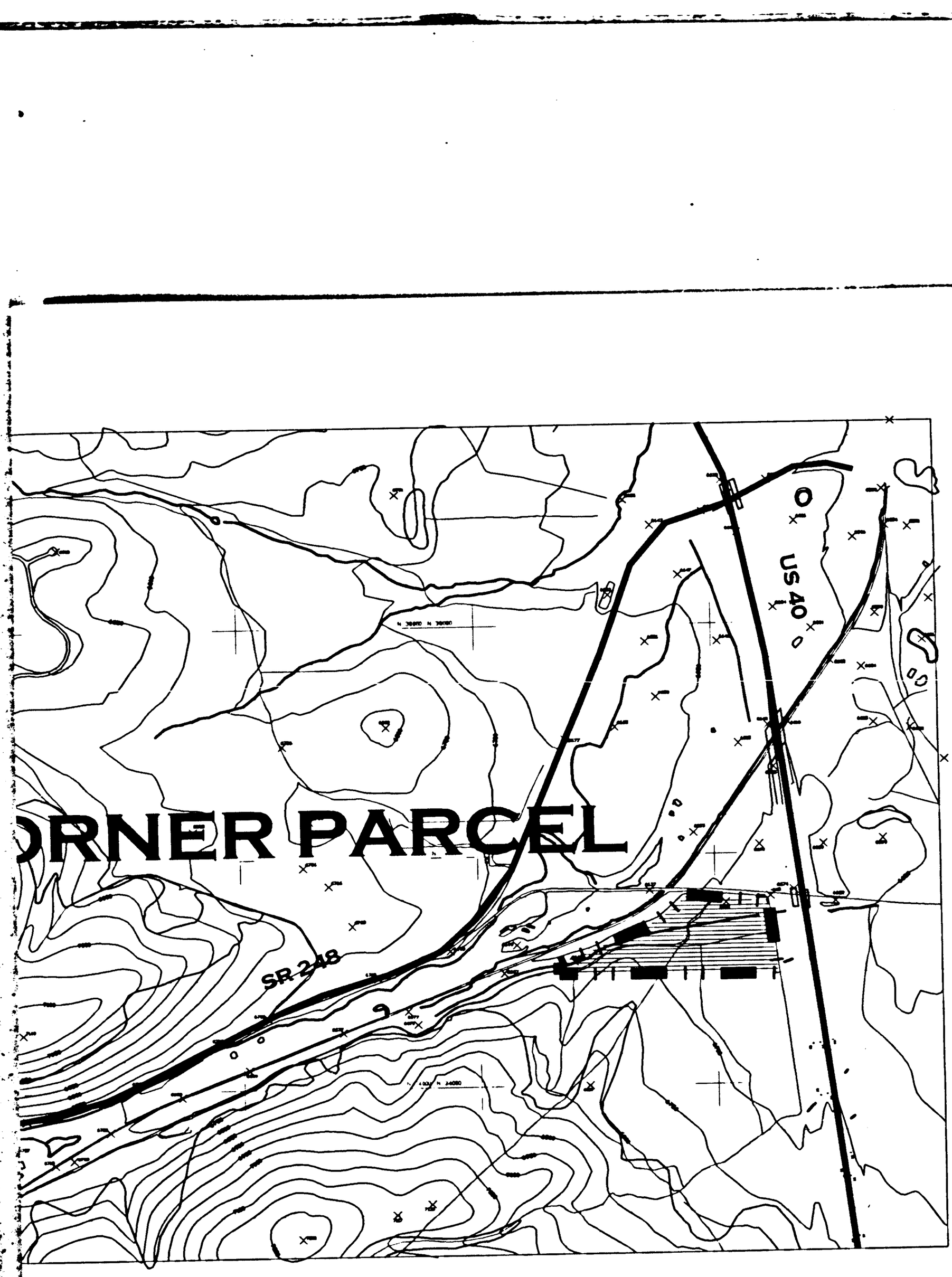

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800 2000

CORNER PARCEL

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1758
PARK CITY, UTAH 84060
(801) 647-7704

00544835 Bk01276 Pg00543

EXHIBIT E

Exhibit E

UNITED PARK CITY MINES COMPANY

Richardson Flat Corner Parcel Description

Two parcels of land located in the North 1/2 of the South 1/2 of Section 3, Township 2 South, Range 4 East, S. L. B. & M. being more particularly described as follows:

All of that portion of the NE 1/4 of the SW 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying South of the Rails to Trails right-of-way and the County Road.
Contains 12.33 acres more or less.

And,

All of that portion of the NW 1/4 of the SE 1/4 of Section 2, Township 2 South, Range 4 East S.L.B. & M. lying west of the relocated U. S. 40 and South of the County Road.
Contains 7.01 acres more or less.

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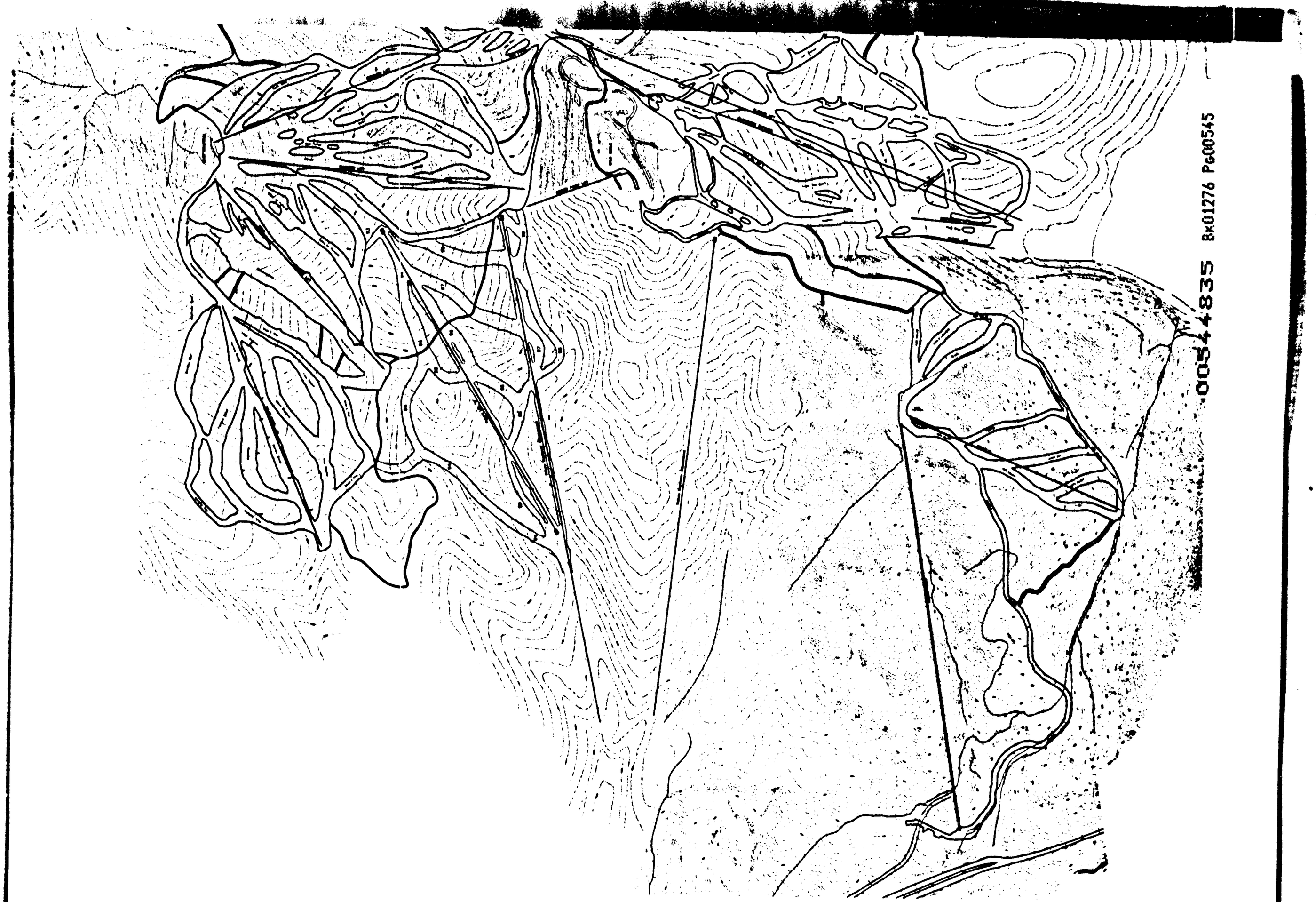




SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)
PROPOSED SKI RUNS (NUMBERED)
EXISTING SKI LIFTS (NAMED)
PROPOSED SKI LIFTS (LETTERED)

400 0 400 800 FEET

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

Exhibit F

SHANER
Design Graphics

00544835 Bk01276 Pg00546

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.

2. Access to construction activity shall be by existing service roads where available.

3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.

4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.

5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.

6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.

7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

Exhibit G

Deer Valley Resort Company
Ski Run Construction and
Revegetation Standards

1. Prior to construction activity, ski trail sidelines will be flagged by Deer Valley Resort Company personnel. Construction activity shall be limited to within the flagged sidelines, lift tower and lift terminal areas.

2. Access to construction activity shall be by existing service roads where available.

3. Clearing operations shall leave the ski trails with a feathered edge. Low shrubs at trail edges shall remain. Tree islands shall be incorporated in the field into trails where feasible and safe.

4. After clearing in areas of cut, topsoil shall be stripped and stockpiled for later respreading.

5. In fill areas, stumps shall remain in place to a 2' maximum height. In cut areas, stumps will be removed by backhoe or dozer. Stumps shall be flush cut in areas where no grading or fill will occur.

6. Any trees cut suitable for use as firewood will be cut into firewood length and transported to Deer Valley's day lodges. Stumps and slash shall be buried as deeply as possible in field-designated areas with 3' minimum cover over uppermost slash layer. Alternate 3' maximum slash layers with 3' soil layers, running over layers with heavy equipment as placement occurs. Maximum length of any one piece of slash shall be 10'. Slash and rock burial may be used to produce terrain features within ski trails.

7. Excavation, embankment and fill operations shall proceed in such a manner that finish grading and erosion control implementation will occur as soon as possible after disturbance.

00544835 Bk01276 Pg00547

8. Cut and fill slopes shall be 1.5 : 1 maximum unless rock is encountered. Cut slopes in rock may be oversteepened depending upon geotechnical considerations. The top of all cut slopes in soil shall be rounded for a horizontal distance of 3' beyond the catch point. Slope rounding shall occur as the slope is being brought down.

9. Lift towers shall be set by helicopter. No work roads shall be cut to lift tower locations except at the upper and lower terminals where access roads are depicted.

10. The finished surface of ski trails shall be graded with 3' maximum, well graded topsoil and native soils. The finished surface of ski trails, fills and cut slopes not in rock shall be tracked prior to reseeding, with cleat marks left perpendicular to the fall line of the slope.

11. Sediment shall be controlled for the duration of the project. Straw bales and sediment filter fencing shall be installed at the lower limits of graded areas so that sediment is not transported off the site or into drainages.

12. On ski trails, construct water bars at 300' intervals for slopes less than 25%, at 200' intervals for slopes between 25% and 50%, and at 100' intervals for slopes in excess of 50%. Water bar locations will be field determined. Water bars shall slope at 6% to 7% in the direction of existing vegetated areas. Water bars shall be constructed immediately after rough grading and shall be maintained for the duration of the project.

13. Snowmaking and utility trenches shall be backfilled to at least 85% of maximum density. Trenches shall be mounded with 6' of compacted soil to allow settlement.

14. Riprap for drainage channels and culvert inlets and outlets shall be angular and outlets shall be angular, hard, dense, durable rock. Riprap shall be spread to achieve an interlocking structure and minimize voids.

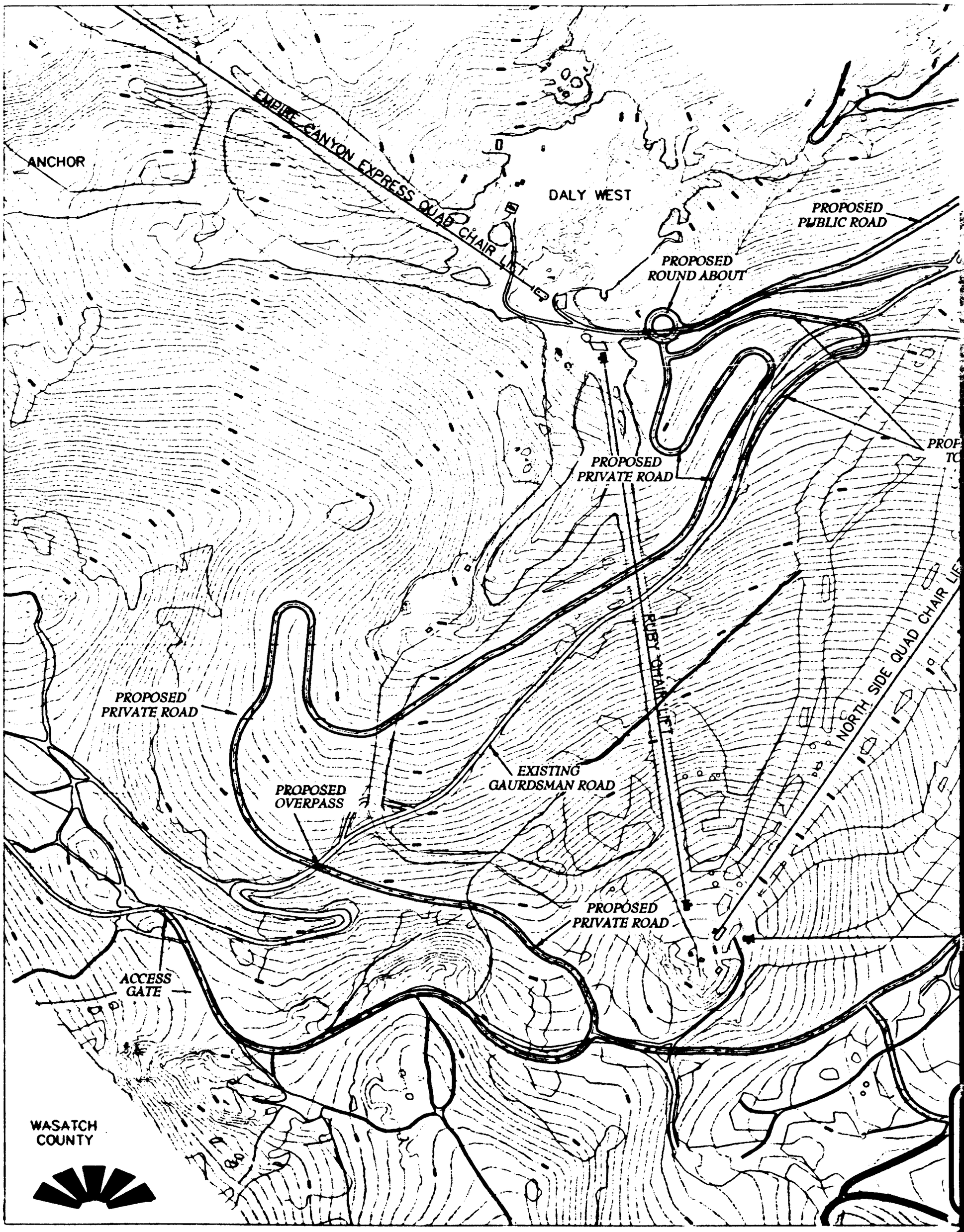
00544835 Bk01276 Pg00548

15. All areas with earth disturbance other than existing roads shall be revegetated. Seed mix shall be applied at a minimum rate of 26 lbs. per acre. Seed mix shall have the following proportions:

Durar Hard Fescue	30%
Manchar Bromegrass	30%
Orchardgrass	30%
Perennial Ryegrass	15%
Pubescent Wheatgrass	15%

Seed shall be applied by broadcast methods. Fertilizer shall be applied at a minimum rate of 400 lbs. per acre. Areas not achieving germination and subsequent coverage of 80% shall be reseeded.

16. After seeding, ski trails shall be mulched with certified weed free straw mulch at a rate of approximately 2 tons per acre (2' to 3' in depth).



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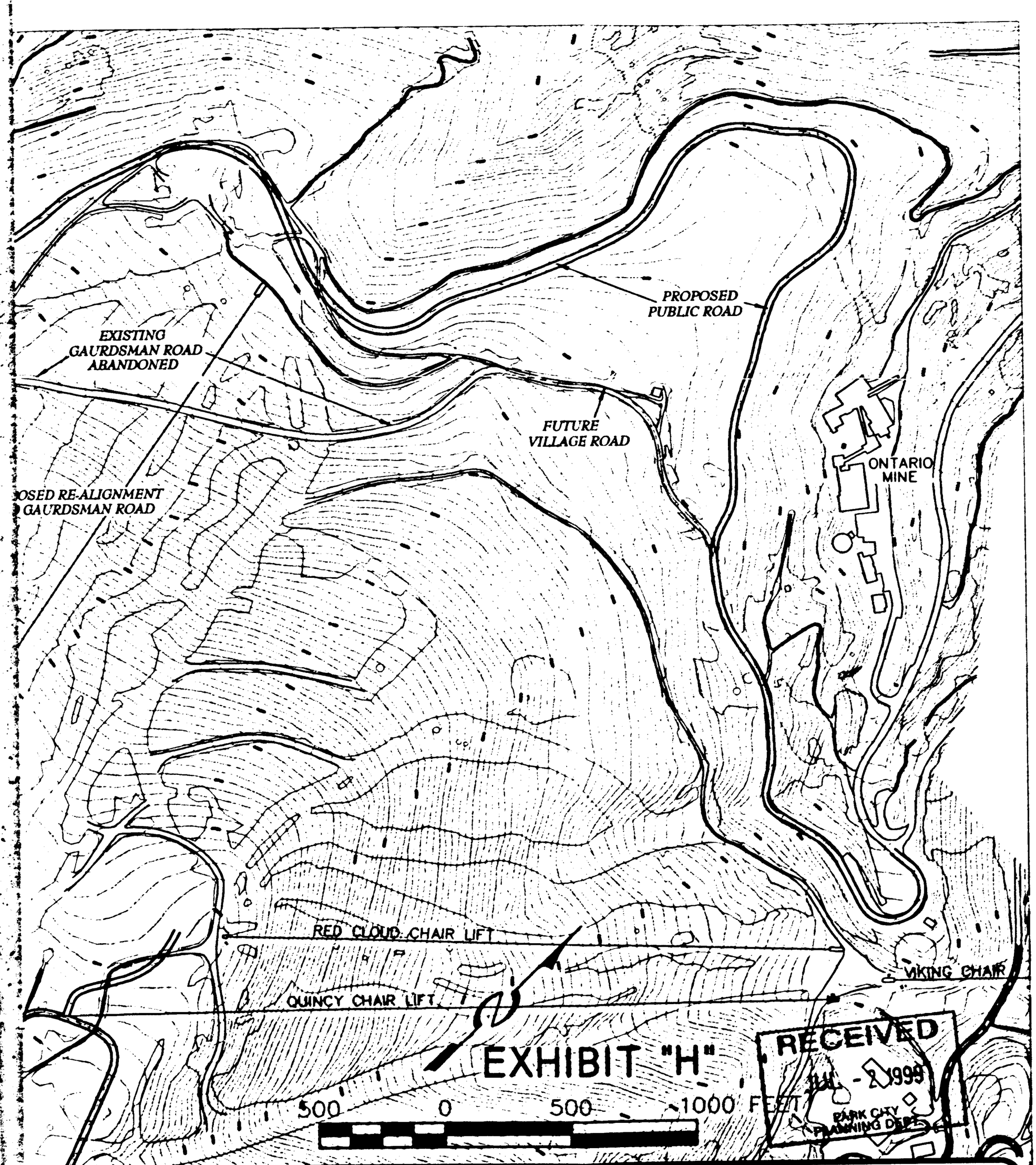


(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

REVISED:
9-1-98
1-13-99
4-13-99
6-9-99

STAFF:
S. DECKERT
D. CARDWELL

DATE: 6-22-98

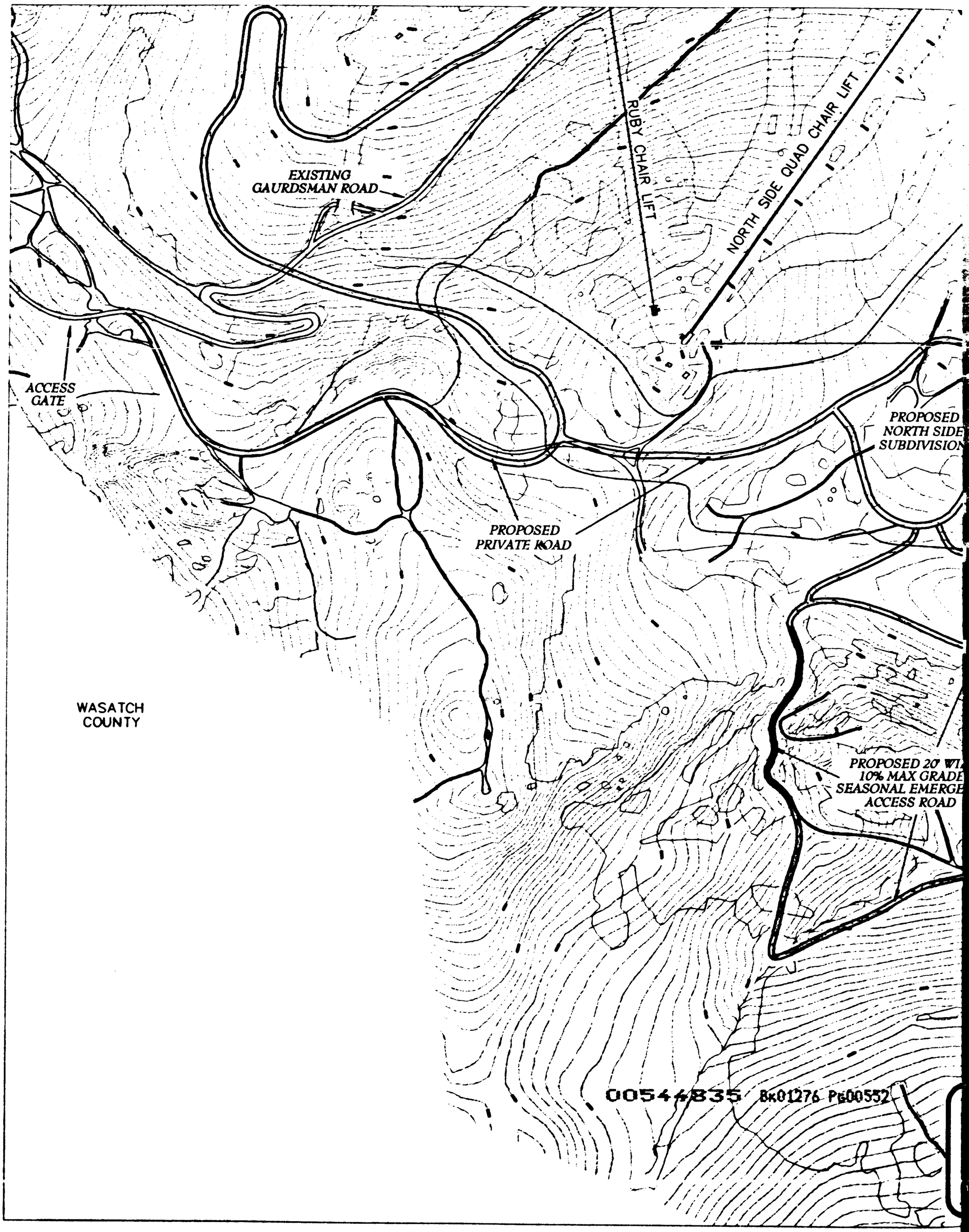
PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
GAURDSMAN RE-ALIGNMENT
PROPOSED PUBLIC/PRIVATE ROADS

FOR: UPCMC

JOB NO.: 5-2-94
FILE: \UPCMC\OVERALL\D\ROAD-EX

00544835 Bk01276 Pg00551



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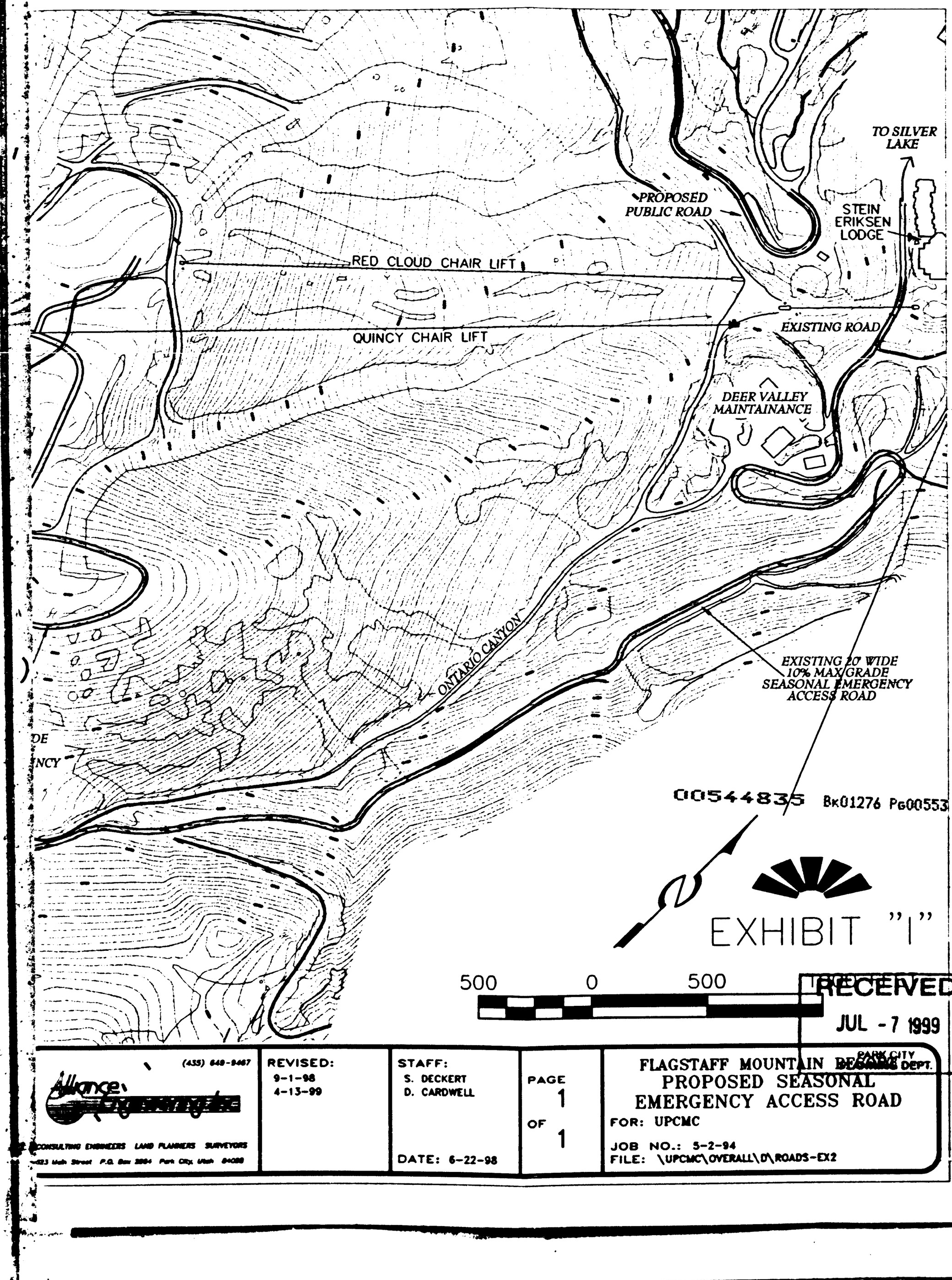
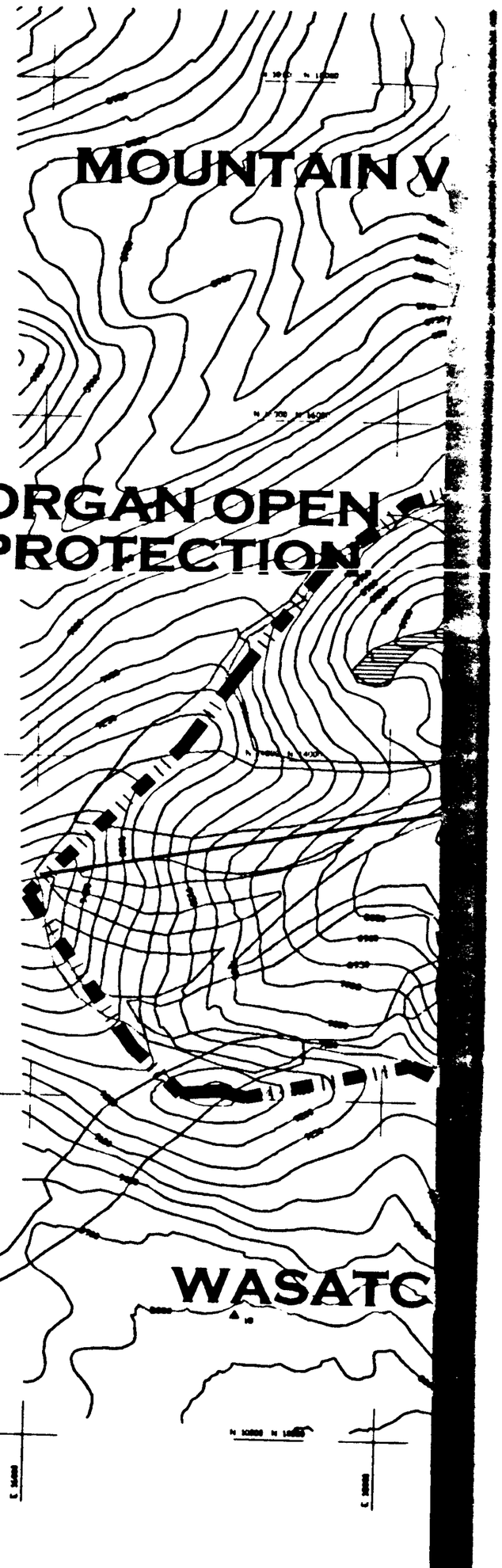


RECEIVED
JUL - 7 1999
PARK CITY PLANNING DEPT.

(435) 649-9467 Alliance Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 423 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED: 9-1-98 4-13-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN BASIN PROPOSED SEASONAL EMERGENCY ACCESS ROAD FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROADS-EX2



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JUNE 1999

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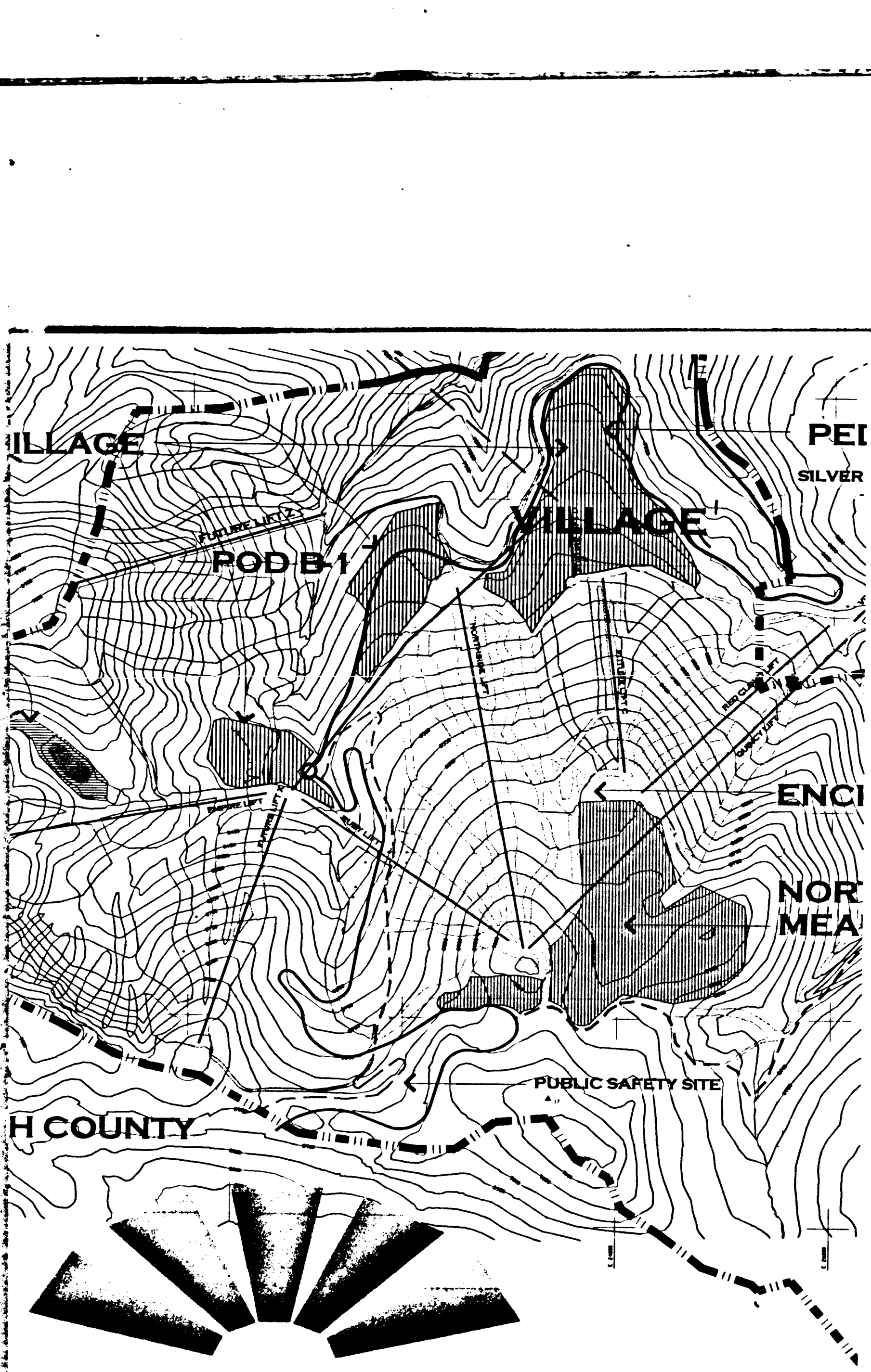

FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8811

LAND PLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

00544835 Bk01276 Pg00555

EXHIBIT J

00544835 Bk01276 Pg00556

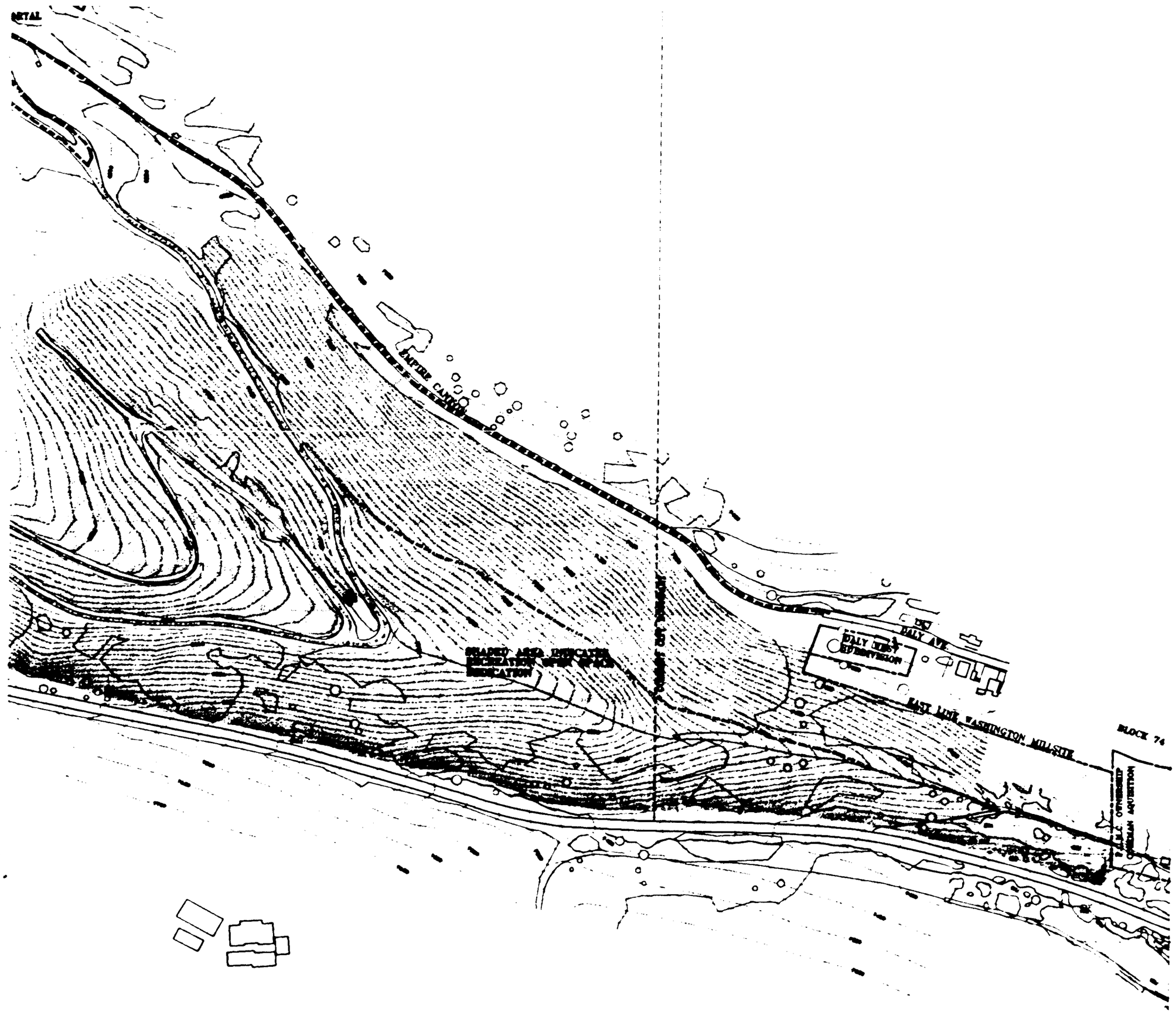

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EXHIBIT "K"

400 0 400 800 FEET

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PARK CITY
PLANNING DEPT.

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2864 Park City, Utah 84060

REVISED:
8-7-98
9-1-98
4-13-99

STAFF:
S. DECKERT
D. CARDWELL

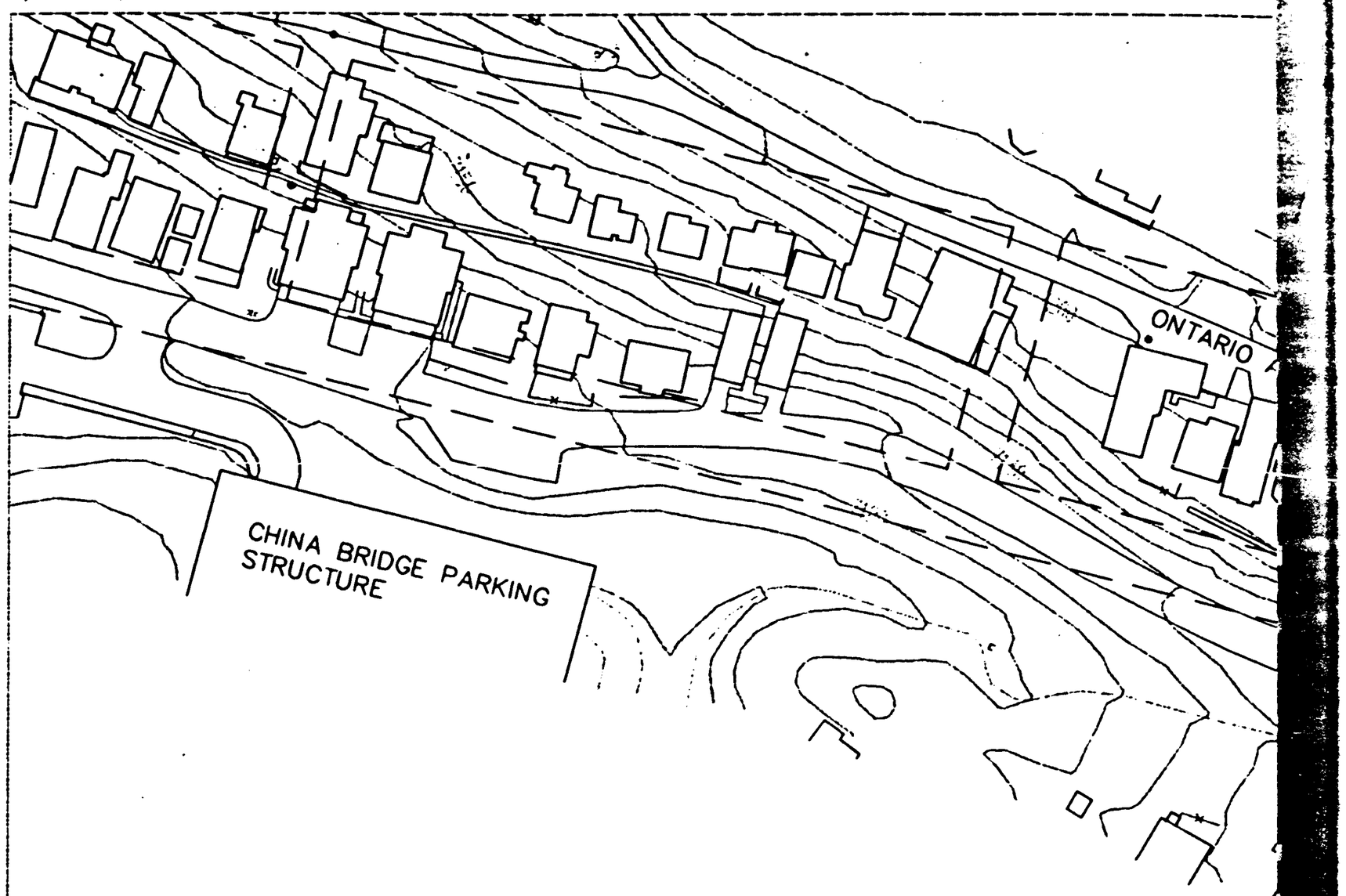
DATE: 6-30-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
PROSPECT RIDGE
ROS DEDICATION

FOR: UPCMC

JOB NO.: 17-4-96
FILE: UPCMC\D\SR-PRELM



00544835 Bk01276 Pg00558

100 0 100 200 FEET

EXHIBIT "L"

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
333 Main Street P.O. Box 3004 Park City, Utah 84060

REVISED:

STAFF:
S. DECKERT

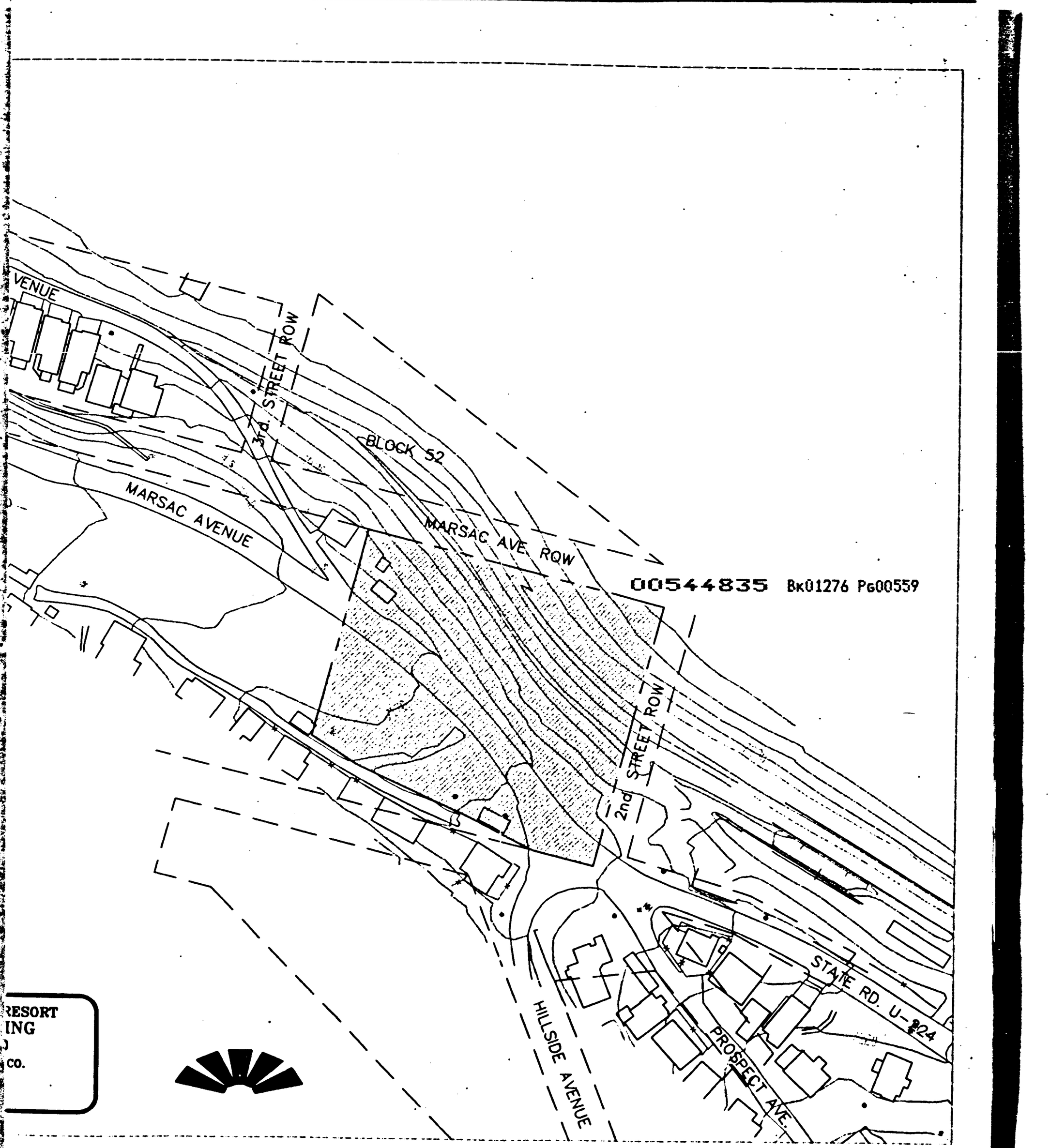
DATE: 9-1-98

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN
SAND RIDGE PARK
HILLSIDE LAND
FOR: UNITED PARK CITY MINES

JOB NO.: 5-2-84
FILE: UPCMC\D\SANDLAND

00544835 Bk01276 Pg00559



RESORT
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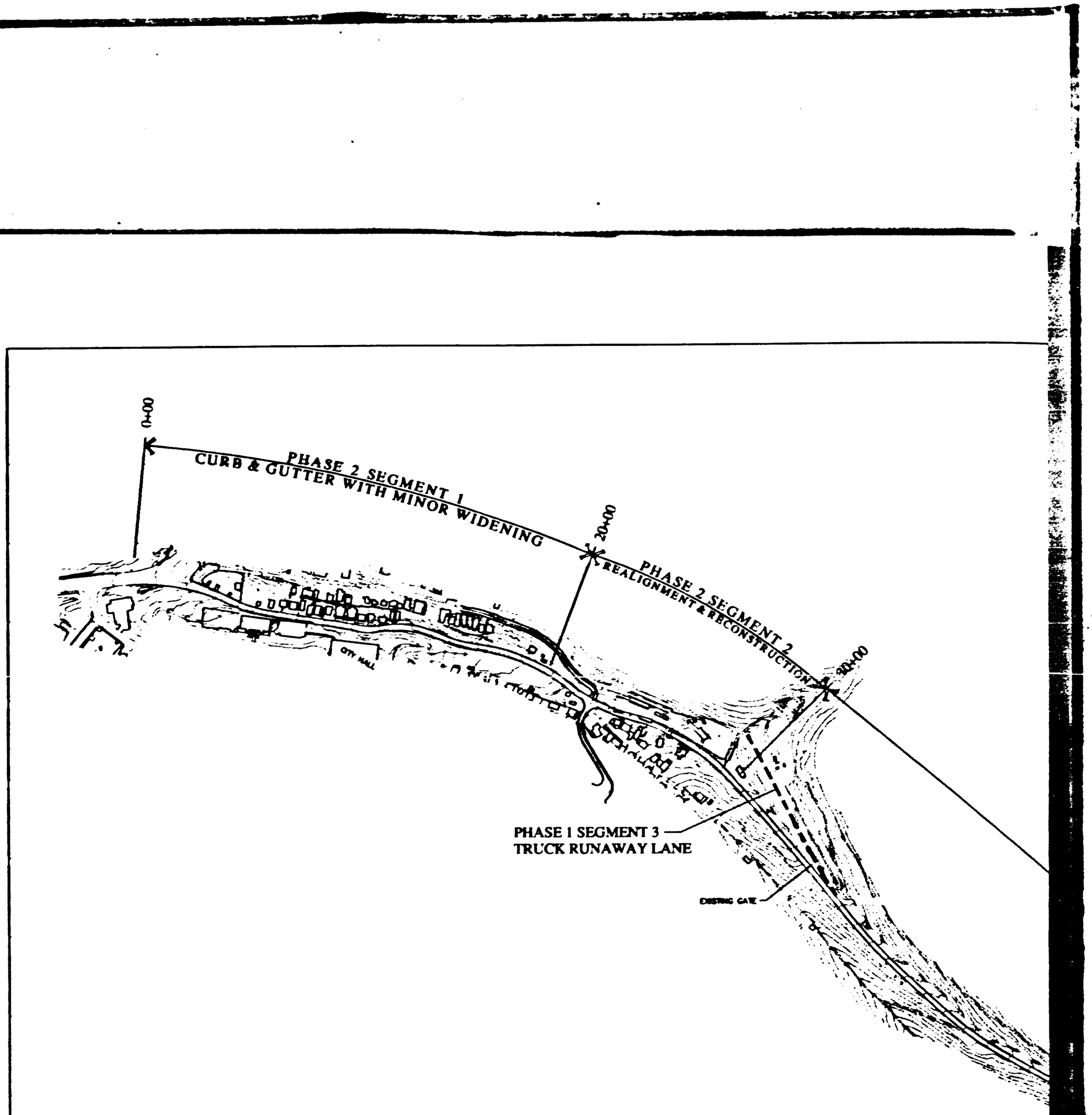
CO.

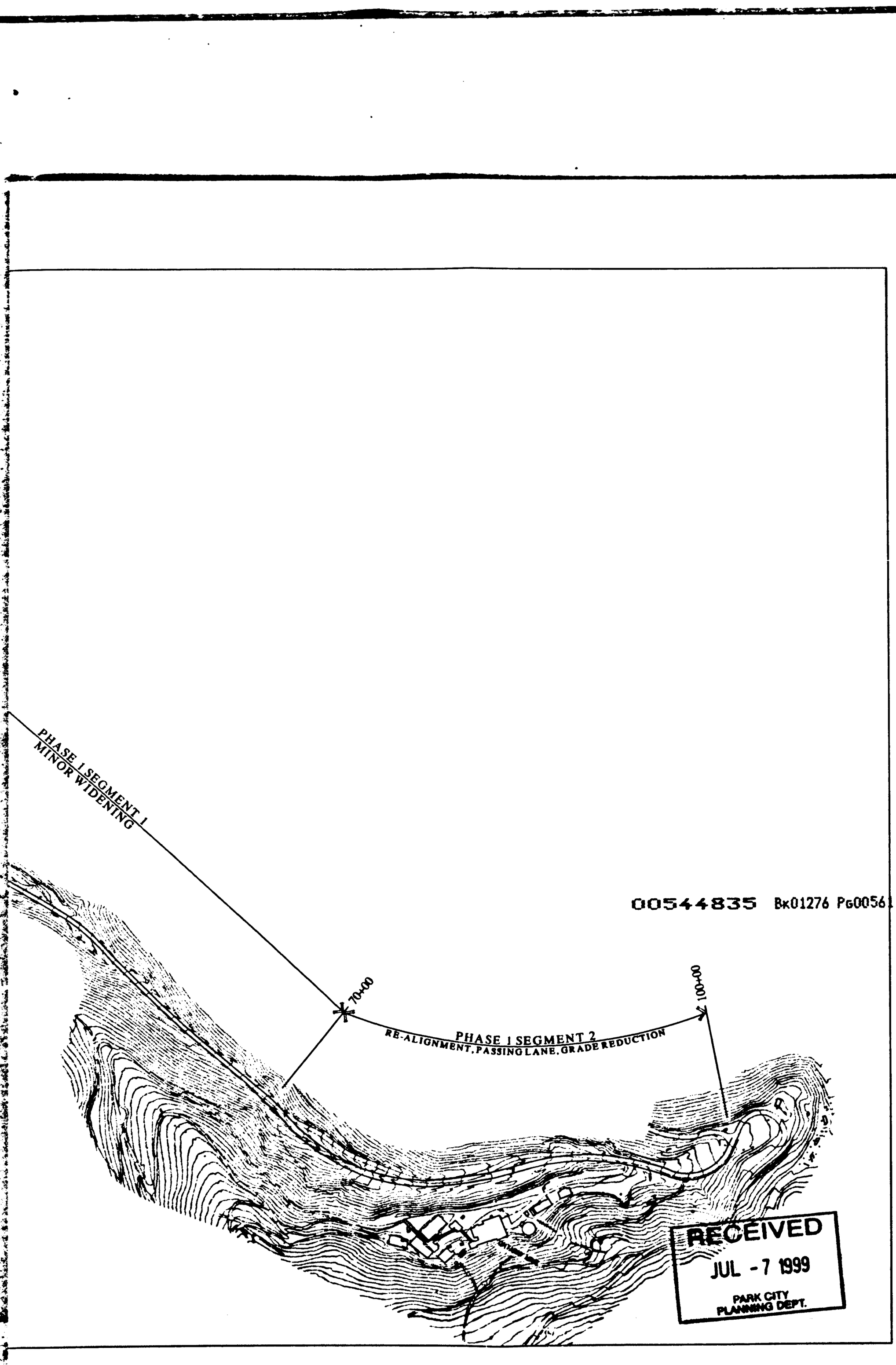


00544835 Bk01276 Pg00560

EXHIBIT "M"

600 0 600 1200 FEET

(435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 355 North Main P.O. Box 3004 Park City, Utah 84060	REVISED:	STAFF: J. DEMKOWICZ L. UJHELY DATE: 1/20/99	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT STATE ROAD U-224 ROAD RECONSTRUCTION PLAN FOR: UPCMC JOB NO.: 28-8-91 FILE: UPCMC\OVERALL\D\RD600



00544835 Bk01276 Pg00561

Exhibit M

The Flagstaff Mountain Resort
At
Deer Valley

Road Construction Plan

Off-site, Highway 224 Improvements
Lower Mine Road

Summary of Current Conditions.

Upgrading and improving State Highway 224 has been identified as an important component related to the Flagstaff Mountain project. S.R. 224, or the Mine Road, as it is commonly referred to, will be the primary ingress and egress route from the Flagstaff Mountain Resort project. The developer has volunteered, at considerable expense, to upgrade and improve the Mine Road. This would not only benefit the Flagstaff Mountain Resort, but all users of the road. It should be noted that the developer volunteered to fund the cost of these considerations up-front and not as an extracted concession.

The route referred to as the Mine Road begins at the far northern end of Marsac Avenue, travels along the length of Marsac Avenue and through Ontario Canyon. The Road crosses the Summit/Wasatch County line, and continues west to Brighton or east to Midway. The Mine Road currently serves during the summer months as a business route to UPCMC, the Silver Mine Adventure, Deer Valley and the horse stables. It serves as a residential access route to Brighton Estates, upper Deer Valley and the Girl Scout facility. It also serves as a sight-seeing route for the Bonanza area. Beyond the Deer Valley turn-off, traffic is not heavy on the road during the summer months, totaling approximately 3-400 vehicles/day (source: MK Centennial Traffic Eng. Report: *Deer Valley Residential Expansion 9/93, rev. 12/93*).

During the winter months the Mine Road is closed by the Utah Department of Transportation just beyond the Deer Valley connector road. The lower road then serves as business access for UPCMC, the Silver Mine Adventure, Deer Valley and High Country Snowmobiles. The road also serves as residential access route for Deer Valley. There are also a small number of snowmobilers who use the road as a recreation access point, however this number continues to decrease as more and more land in the Bonanza Basin is closed to this type of activity.

This proposal covers that portion of the Mine Road which originates at the intersection of Marsac and Deer Valley Drive, and extends to the upper Deer Valley turn-off (Guardsmen Connection). The upper sections of the Mine Road will be addressed in other proposals.

00544835 Bk01276 Pg00562

Construction traffic to upper Deer Valley is continuous throughout the year. Heavy trucks haul supplies up and excavated material down the road. In addition, delivery trucks access the aforementioned businesses throughout the year. An important consideration for public safety is a runaway truck lane. This is currently a problem on the mine road, and the voluntary concession of a runaway truck lane installed at the expense of the developer should greatly improve a problem which is presently of concern.

The present situation on the mine road will be improved with the development of the Flagstaff Mountain Resort project. Current areas of concern will be enhanced by planned improvements. The improvements to the mine road will create a situation whereby levels-of-service will be increased and the road will be made safer and more efficient.

* * *

00544835 Bk01276 Pg00563

Summary of Objectives

The off-site improvements to Highway 224 are considered to be an important component of the overall Flagstaff Mountain Resort Master Plan. The current parameters of the mine road will improve in both efficiency and safety. The following constitute the voluntary proposed changes to the mine road to develop a safe and adequate ingress/egress route to and from the Flagstaff Mountain Resort project.

⇒ **Widen the road needs where necessary**

⇒ **Increase the overall level of service**

⇒ **Curb and gutter installed in residential areas**

⇒ **Install a runaway truck lane uphill from the residential area**

⇒ **Install hydrologic controls where necessary**

⇒ **Install a passing lane below the Ontario Mine**

⇒ **Improve the grade where practical**

* * *

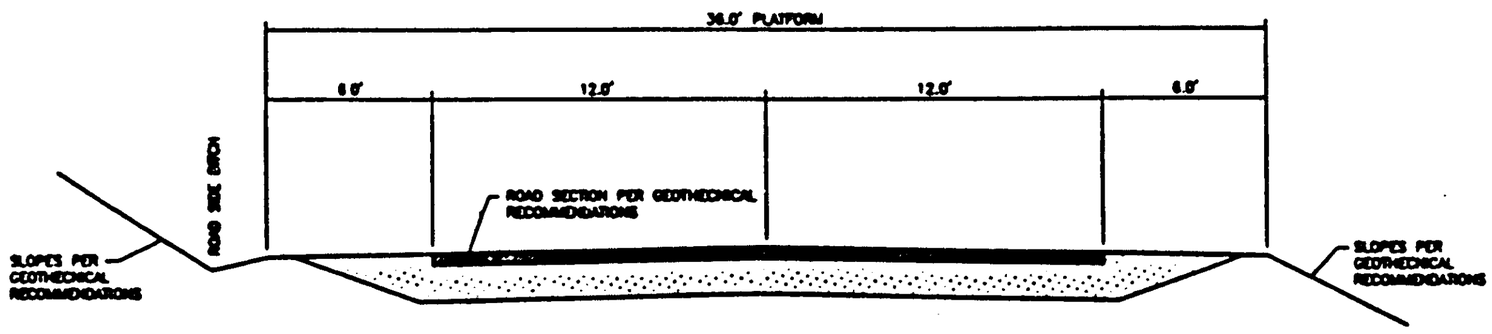
00544835 Bk01276 Pg00564

Phase I

Segment 1- Station 30+00 to Station 70+00.

Segment 1 of Phase 1 extends from just below the sedimentation pond through to the beginning of the passing lane. The improvements to this section of road will generally follow the existing grading and alignment. The profile of the road is a 24' wide asphalt travel platform with six-foot shoulders on either side. The horizontal and vertical alignment will follow the existing road to minimize grading. It is possible that minor slope stabilization will be necessary on those slopes adjacent to the drain channel. A soils engineer will be overseeing the construction of the road and will make the determination in regards to the slope stability of the drain channel. Drainage improvements will consist of roadside ditching and culvert diversions to adjacent intermittent steam at appropriate spacing. Straw hay bales will be placed lengthwise at regular intervals to trap excess sediment.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



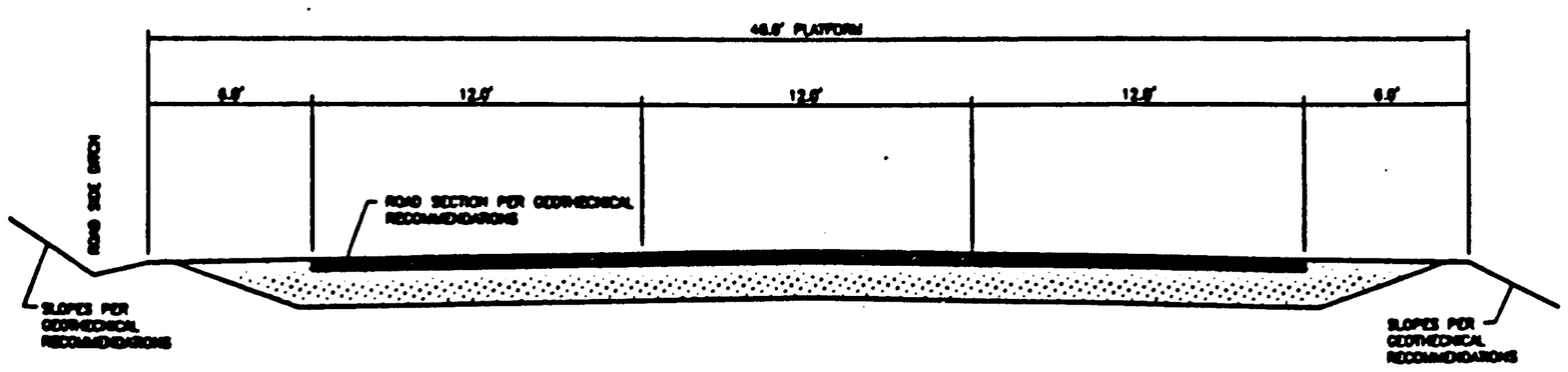
ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00565

Segment 2- Station 70+00 to Station 100+00

Segment 2 of Phase 1 consists of the route which begins at the passing lane and travels uphill to the Deer Valley connector road (Station 100+00). This segment is planned for extensive re-grading, widening and realignment. Due to the line-of-site situation which currently exists on the Mine Road, a passing land is planned along the length of this segment. The general description is three 12' travel lanes (two uphill and one downhill) for a total of 36' of paved road width. The uphill truck passing lane should greatly increase the overall safety on the road. In addition, two six-foot shoulders are planned for construction on either side. The horizontal and vertical alignment will be reconfigured so that the maximum grade does not exceed 12%. This should also positively influence safety on the road. The drainage channel for this segment will be reconstructed adjacent to new alignment. The drainage channel will be a rip rap bed which consists of large rocks hand-placed in the channel. At regular intervals, straw hay bales will be placed lengthwise to trap sedimentation, which will develop from the construction of the road. Roadside drainage will have culvert diversions to the new channel at regular spacing.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



ONTARIO CANYON ROAD – PUBLIC ROAD
PASSING LANE

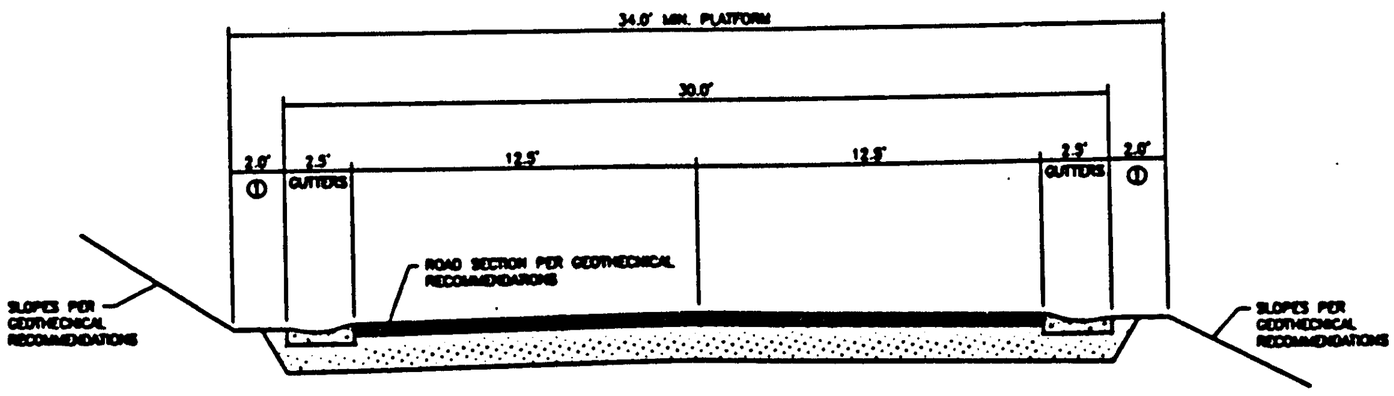
00544835 Bk01276 Pg00566

Phase II

Segment 1. Station 0+00 to Station 20 +00

Segment 1 of Phase II extends from Deer Valley Drive and extends south to Hillside Avenue. General improvements to this section of road will be the installation of a 30' wide asphalt travel lane with 2' shoulders on either side. Curb and gutter will be installed along the entire length. General alignment will follow the current horizontal and vertical alignment to minimize grading and conflicts with existing driveways. Where practical, shoulder widths will be increased provided this does not involve extensive retaining wall work or regrading. Surface drainage will be channeled through inlets and drain lines where it will be connected to existing drainage facilities at the belt route intersection and above 4th Street parking structure. Electrical conduit and sanitary sewer will be placed along the length of this road and stubbed off. The future possibility exists to bury electrical lines in Old Town and the installation of conduit will circumvent the necessity of tearing up the road to do so.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION



MARSAC AVE – PUBLIC ROAD
DEER VALLEY DRIVE TO HILLSIDE AVE

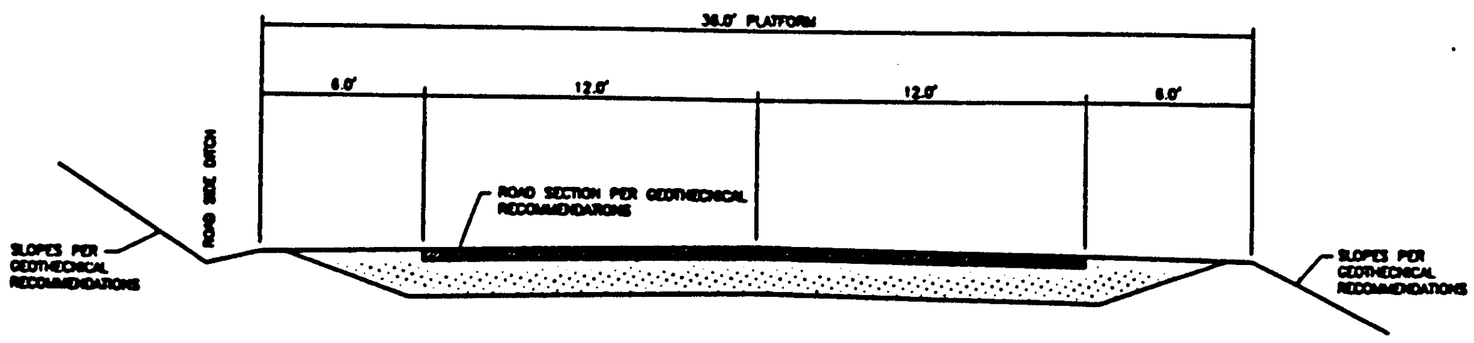
NOTE:
① SHOULDERS TO BE WIDENED TO 5' WHERE PRACTICAL WITHOUT SIGNIFICANT EARTHWORK AND/OR RETAINING WALL CONSTRUCTION.

00544835 Bk01276 Pg00567

Segment 2. Station 20+00 to Station 30+00

The road will have a 24' wide asphalt travel platform with 4' shoulders. Drainage will consist of inlets and drain lines which channel surface water to existing drainage facilities at the belt route intersection, above the 4th Street parking facility and above the Hillside intersection. Curb and gutter will be installed along the length of the improvements.

FLAGSTAFF DEVELOPMENT PARAMETERS
TYPICAL ROAD SECTION

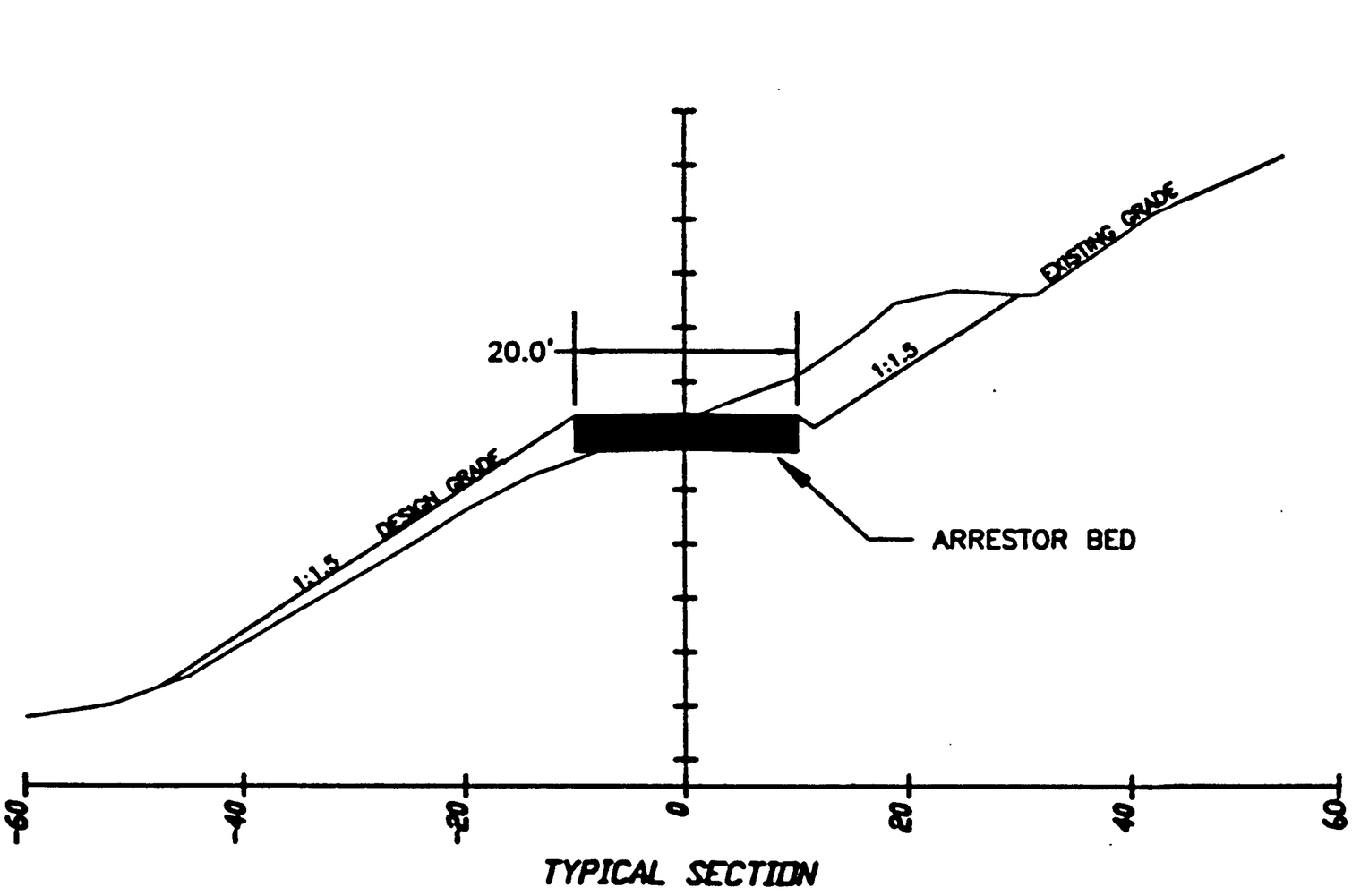


ONTARIO CANYON ROAD – PUBLIC ROAD
HILLSIDE TO GUARDSMAN DV INTERSECTION

00544835 Bk01276 Pg00568

Segment 3- Runaway Truck Lane at Station 30+00.

The construction of a runaway truck ramp is proposed as a safety consideration. This is a courtesy of the developer and should be recognized as such. There are no definitive design guidelines for runaway truck ramps from AASHTO (Fehr and Peers, 11/12/98, Scott Zeigler). Basic criteria emphasize that the offset degree of the ramp to the road should be as minimal as site constraints allow. 20 feet in width is recommended as an adequate width to handle most big trucks without requiring excessive handling by the driver. The AASHTO manual recognizes that runaway truck ramps, out of necessity, need to take into account the nature of the site and design a best fit for that particular piece of property. Options for increasing the efficiency of the ramp include increasing the upward slope and installing sand piles at regular spaced intervals to slow the progress of the vehicle. At present, the Project Engineer (John Demkowicz, Alliance Engineering) is conferring with City's Engineer to determine the best layout and course for the runaway truck ramp.



TYPICAL SECTION

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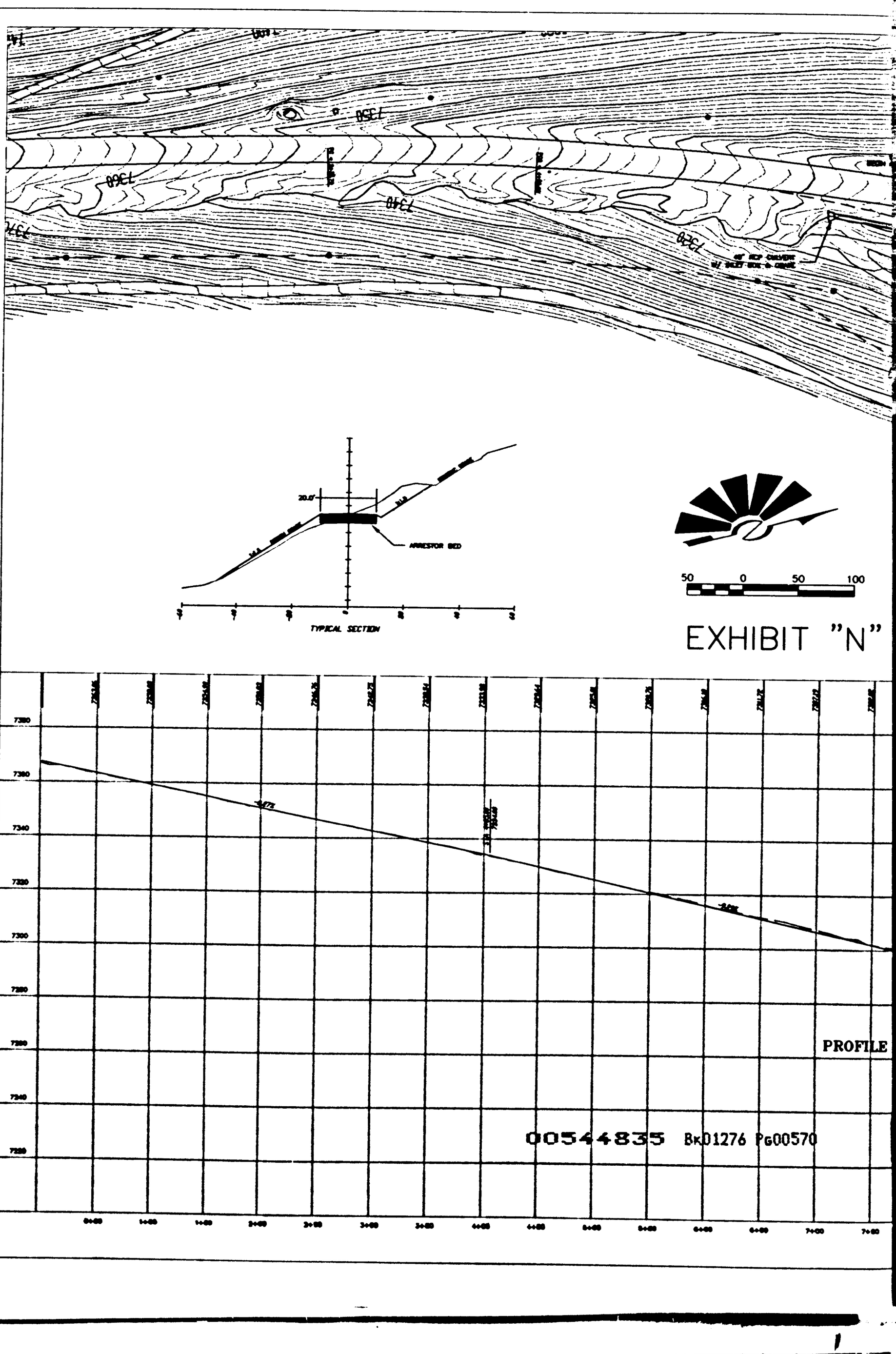

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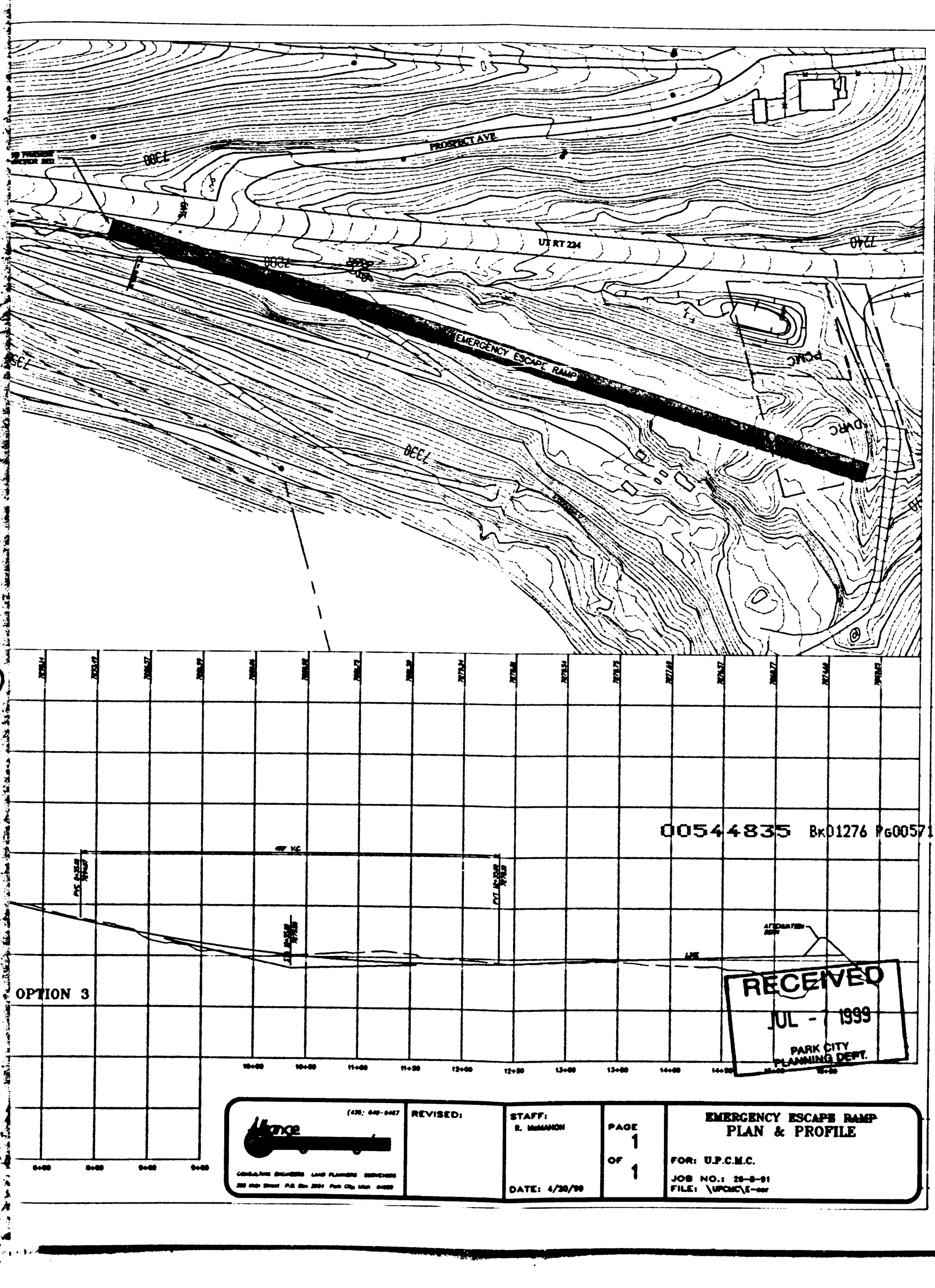

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JUL - 1999
PARK CITY
PLANNING DEPT.

00544835 Bk01276 Pg00571

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

REVISED:

STAFF:
R. McMAHON

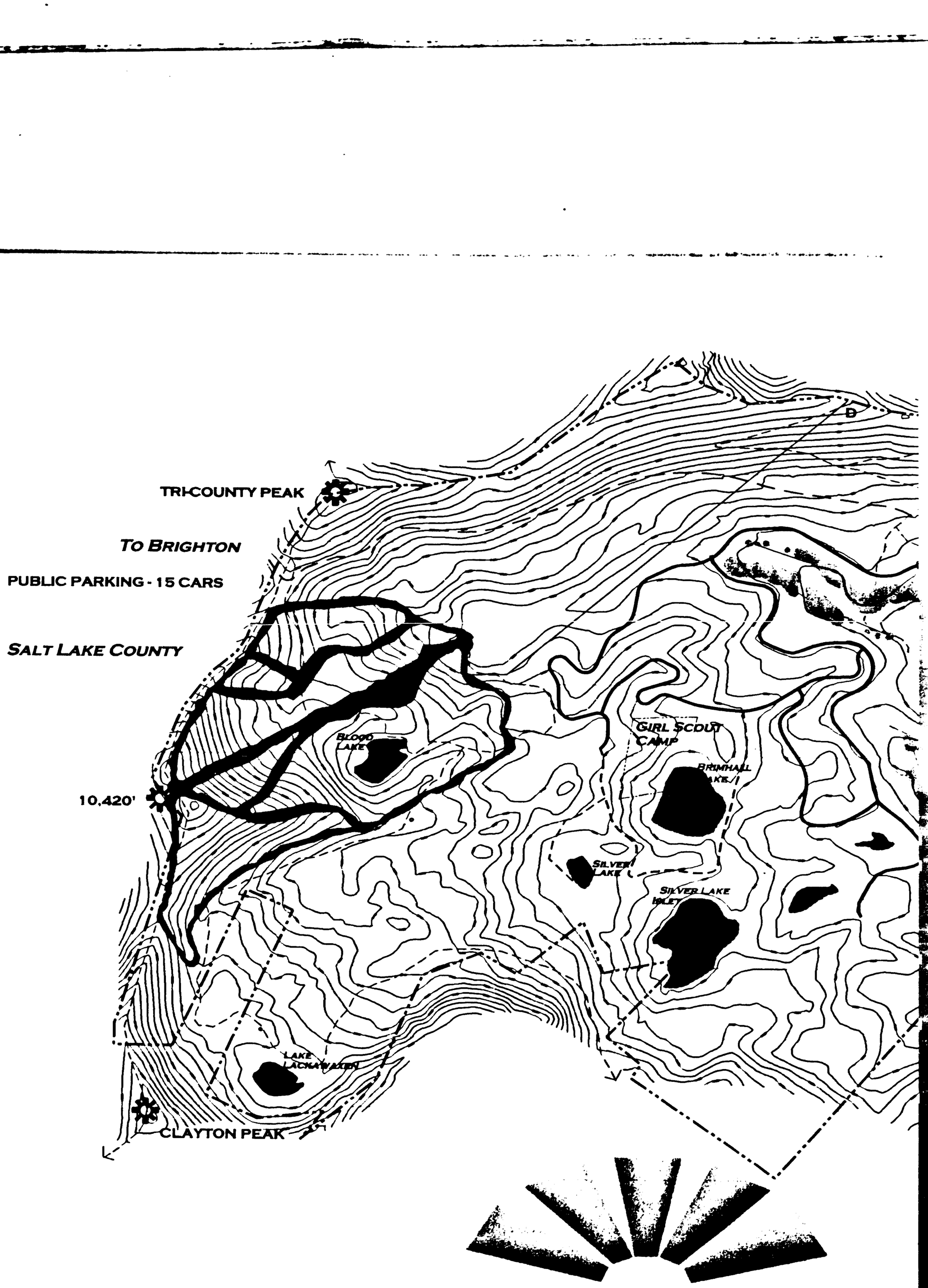
DATE: 4/20/99

PAGE 1 OF 1

EMERGENCY ESCAPE RAMP
PLAN & PROFILE

FOR: U.P.C.M.C.

JOB NO.: 28-8-91
FILE: \UPCMC\E-ccv



JUNE 1999

0 400 800 2000

BONANZA MOUNTAIN

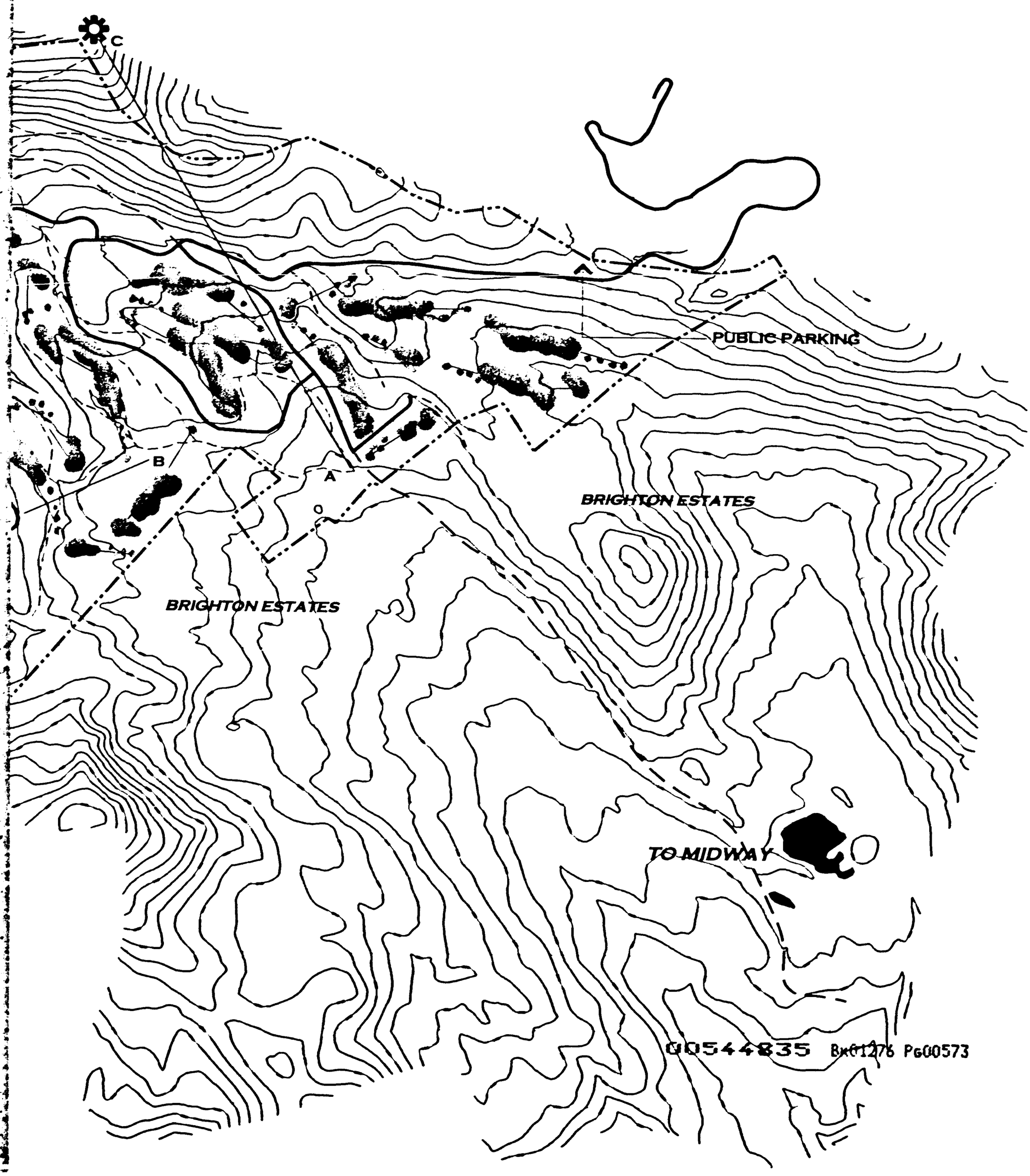
WASATCH COUNTY, UTAH

00544835 Bk01276 Pg00572

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1788
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT O



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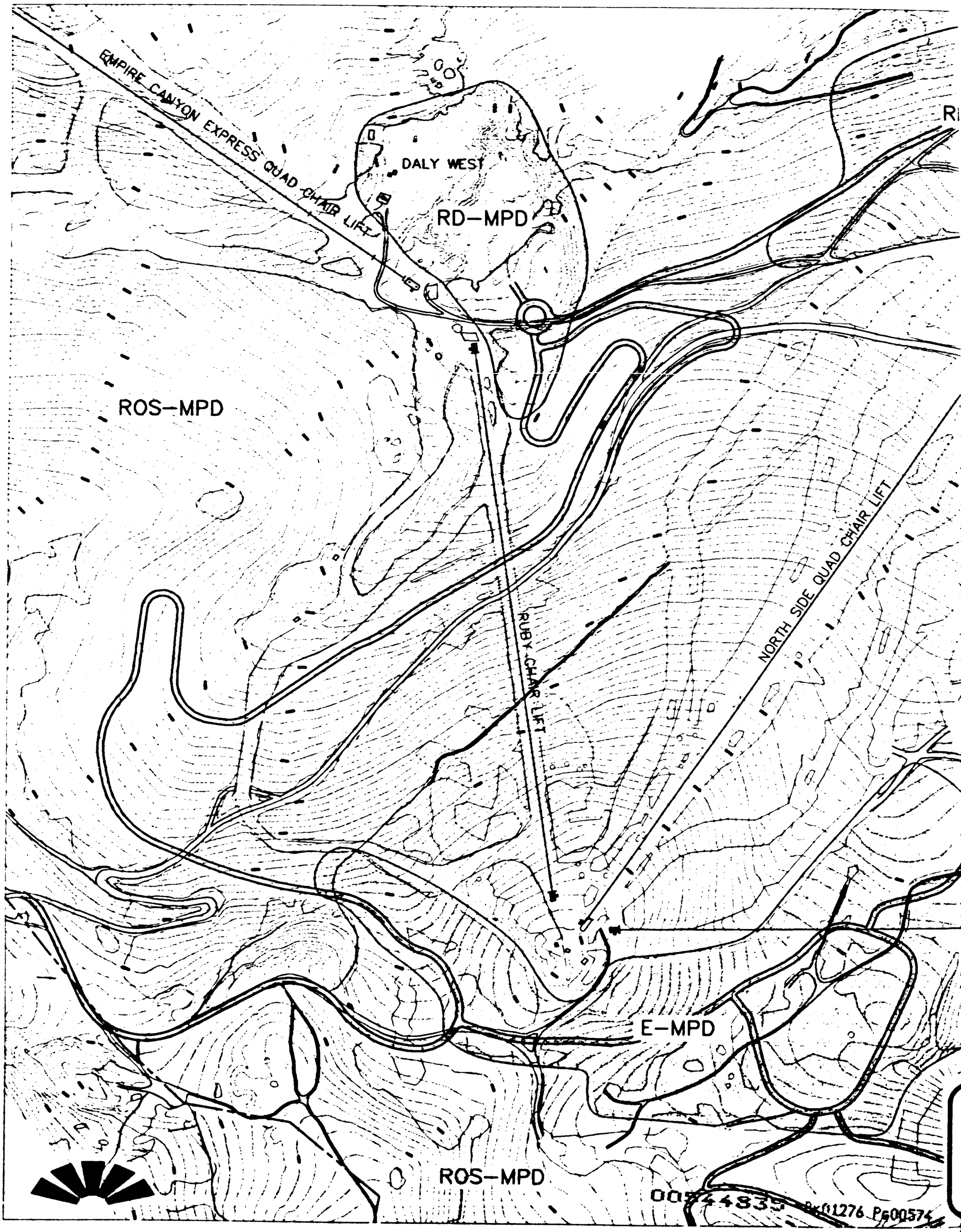
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DALY WEST
RD–MPD
ROS–MPD
RUBY CHAIR LIFT
NORTH SIDE QUAD CHAIR LIFT
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ROS–MPD
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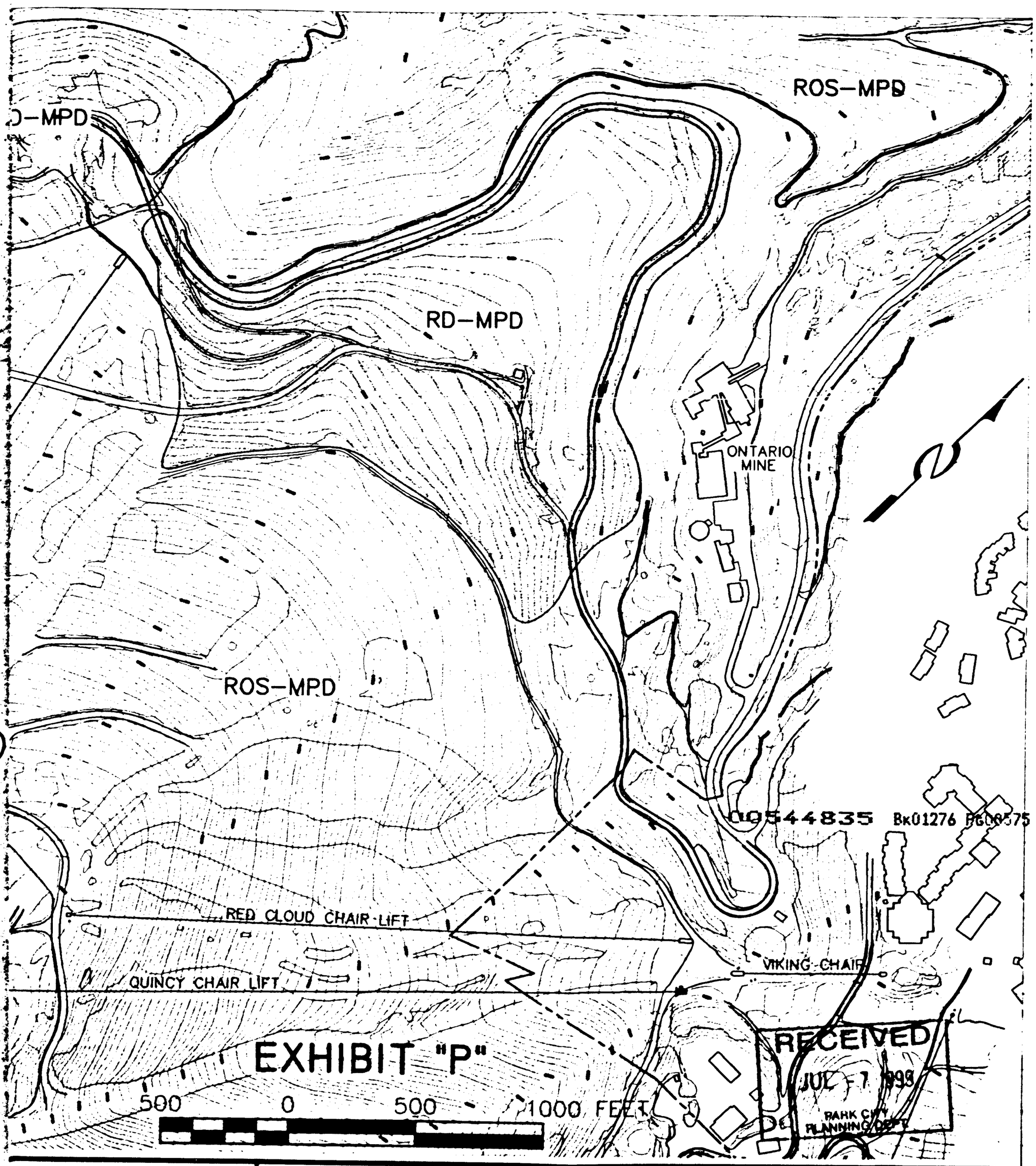


(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 333 Main Street P.O. Box 2864 Park City, Utah 84060	REVISED:	STAFF: S. DECKERT D. CARDWELL DATE: 6-9-99	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT DEVELOPMENT PODS "ZONING MAP" FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ZONING

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

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

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

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

Dana Williams

Mayor Dana Williams

Attest:

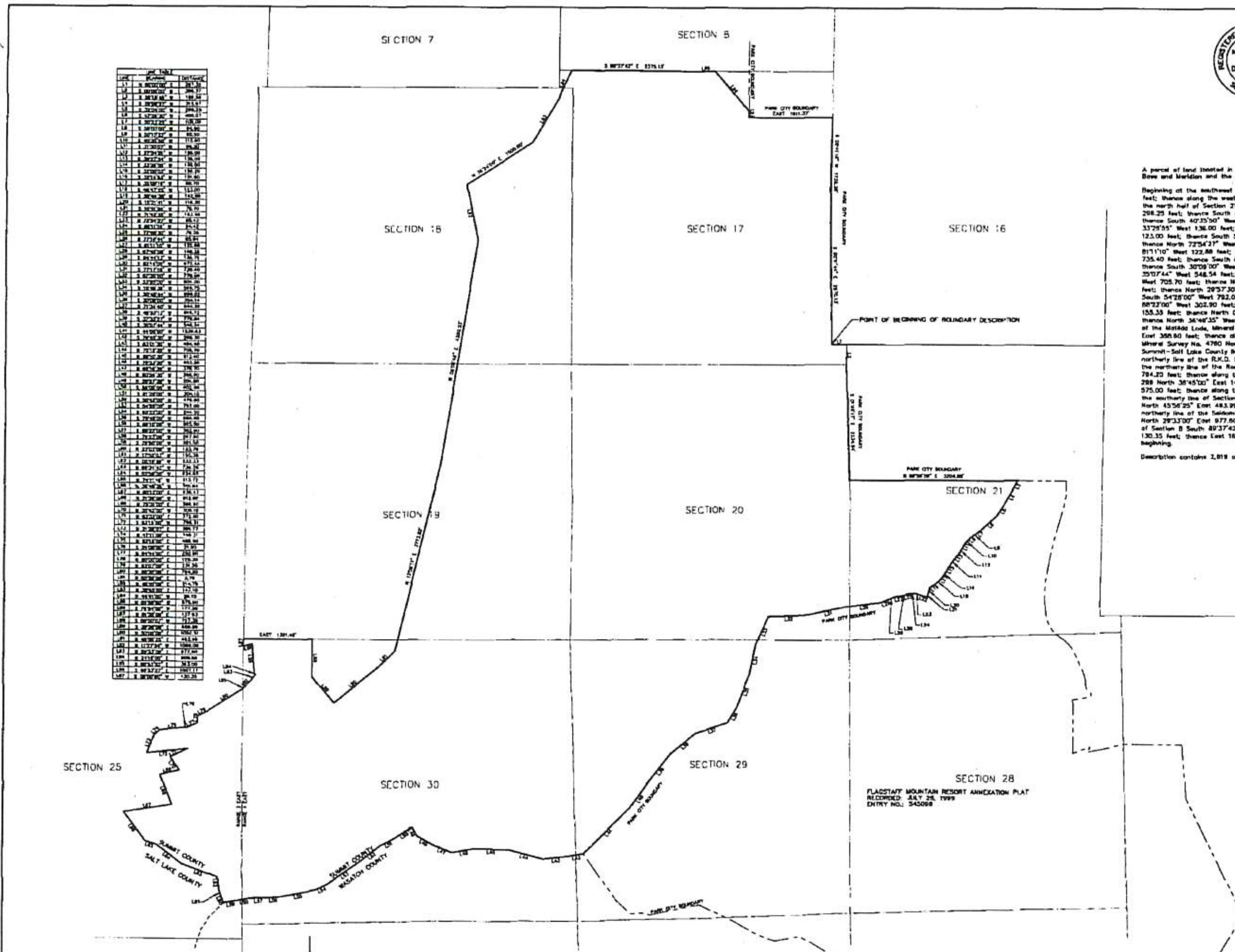
Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



EXHIBIT A (1 OF 2)



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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°54'50" East 3204.88 feet; thence South 28°18'45" West 184.56 feet; thence South 29°39'57" West 315.97 feet; thence South 32°04'00" West 298.25 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 86.20 feet; thence South 27°54'51" West 128.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°25'55" 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 78.70 feet; thence North 71°42'35" West 163.40 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 87°45'58" West 149.28 feet; thence South 84°44'13" West 136.79 feet; thence South 82°14'00" West 877.44 feet; thence South 77°17'16" West 735.40 feet; thence South 87°35'00" West 779.00 feet; thence South 23°55'00" West 604.00 feet; thence South 10°48'36" West 568.75 feet; thence South 20°46'44" West 895.02 feet; thence South 30°09'00" West 354.14 feet; thence South 71°34'40" West 644.26 feet; thence South 49°35'13" 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 812.40 feet; thence South 79°33'30" West 453.20 feet; thence North 88°16'30" West 378.70 feet; thence North 80°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 479.80 feet; thence South 54°28'00" West 792.00 feet; thence South 85°22'00" West 244.50 feet; thence South 78°48'00" West 685.60 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 155.33 feet; thence North 05°10'26" West 233.33 feet; thence North 69°34'42" West 736.25 feet; thence North 52°50'00" West 824.65 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°12'30" East 936.47 feet; thence along the westerly line of the Matilda Lode, Mineral Survey No. 4959 North 21°36'00" West 812.00 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. 4780 North 35°42'00" West 306.10 feet; thence along the northerly line of the Indiana Lode, Mineral Survey No. 4780 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°28'37" 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 489.80 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 Roecamp Lode, Lot 286 North 84°44'00" East 250.80 feet; thence North 129.30 feet; thence North 83°07'00" East 231.20 feet; thence North 56°30'00" East 784.20 feet; thence along the east line of Section 30 North 00°38'00" East 3.70 feet; thence North 45°41'00" East 214.75 feet; thence along the northerly line of the Hope Lode, Lot 288 North 38°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 28.10 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 859.86 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 483.99 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°05'48" 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 1503.00 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 383.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1811.37 feet; thence South 00°41'14" 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.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

SHEET 1 OF 2

ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

1000' 0 1000' 2000'

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

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D.	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______
BY ______ PARK CITY ENGINEER	BY ______ PARK CITY ATTORNEY	BY ______ PARK CITY RECORDER	BY ______ MAYOR	FEE ______ RECORDER ______

00806099 B: 1850 P: 1794 Page 5 of 103 Summit County

EXHIBIT A (2 OF 2)

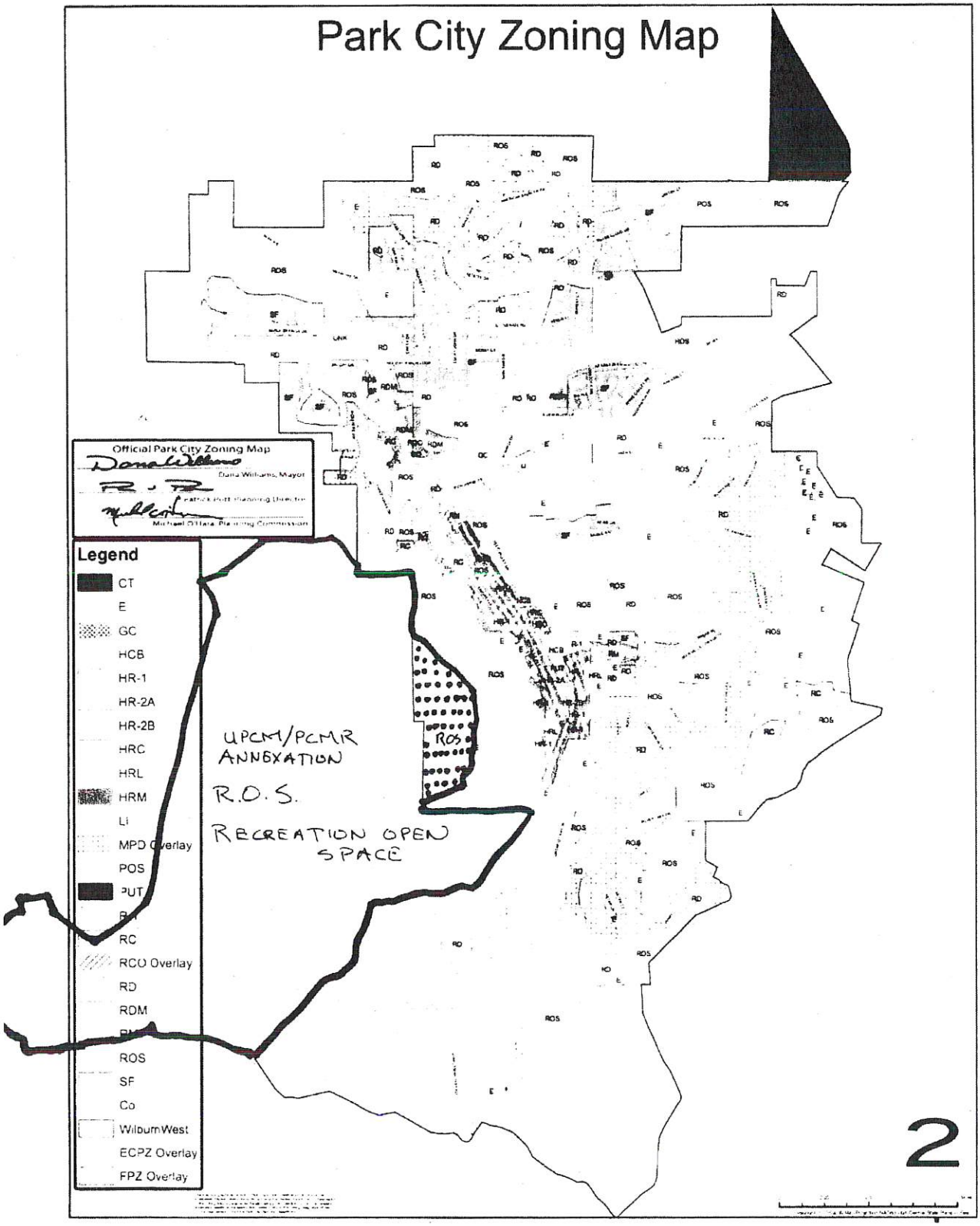


EXHIBIT B - ANNEXATION AGREEMENT

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: _____

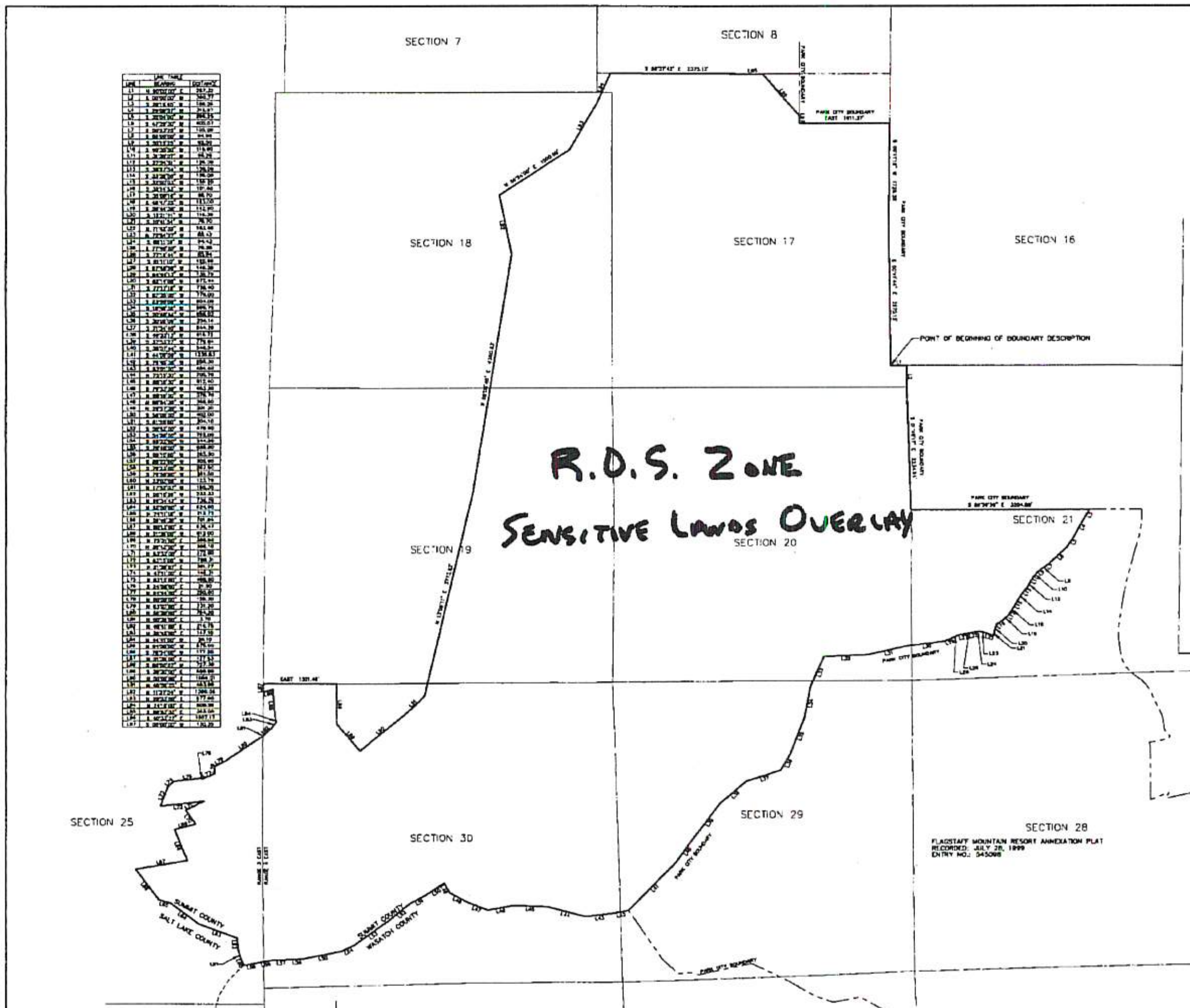
ROYAL STREET LAND COMPANY,
a Utah corporation,

By: _____
Robert W. Wells, Vice President

00806099 B: 1850 P: 1794 Page 12 of 103 Summit County

EXHIBIT "A"
Annexation and Zoning Plat

1 OF 2



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ________ Date ________

BOUNDARY DESCRIPTION

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°56'58" East 3204.88 feet; thence South 25°18'45" West 186.56 feet; thence South 29°09'57" West 315.87 feet; thence South 37°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°54'31" West 126.00 feet; thence South 38°27'54" West 138.00 feet; thence South 33°25'33" 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°09'18" West 88.70 feet; thence South 46°47'25" West 123.00 feet; thence South 56°44'36" 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 85.43 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°45'56" 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°17'16" West 735.40 feet; thence South 87°35'00" West 776.00 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 844.26 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 86°10'30" West 612.40 feet; thence South 79°33'30" West 453.20 feet; thence North 68°16'30" West 376.70 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 85°22'00" West 244.50 feet; thence South 78°46'00" West 685.80 feet; thence South 86°10'00" West 263.50 feet; thence South 86°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°10'28" West 233.33 feet; thence North 69°34'42" West 738.28 feet; thence North 52°50'00" West 624.65 feet; thence North 74°11'16" West 213.72 feet; thence North 36°40'35" 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 westerly line of the Matilda Lode, Mineral Survey No. 4959 North 21°38'00" West 812.00 feet; thence along the northerly line of the Fairbanks Fraction Lode, Mineral Survey No. 5304 North 75°31'00" East 368.90 feet; thence along the westerly line of the Indiana Lode, Mineral Survey No. 4760 North 35°42'00" West 306.10 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 148.31 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 21.80 feet; thence along the northerly line of the Roscoma 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 58°30'00" East 794.20 feet; thence along the west line of Section 30 North 00°38'00" 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 westerly 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°33'00" East 137.83 feet; thence East along the southerly line of Section 19 1321.48 feet; thence South 00°00'07" West 727.38 feet; thence South 39°30'00" East 859.89 feet; thence North 50°00'00" East 1050.51 feet; thence North 45°56'25" East 493.89 feet; thence North 13°09'11" East 3773.82 feet; thence North 09°35'46" 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. 5581 North 56°24'00" East 1300.00 feet; thence along the northerly line of the Seldom Seen No. 3, Mineral Survey 5581 North 29°33'00" East 977.80 feet; thence along the northerly line of the Seldom Seen No. 2, Mineral Survey No. 5581 North 24°18'00" East 809.56 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°53'57" East 383.00 feet; thence South 40°33'27" East 1007.17 feet; thence South 130.35 feet; thence East 1811.37 feet; thence South 00°41'16" West 1728.36 feet; thence along the westerly line of Section 16 South 00°41'44" East 2870.13 feet to the point of beginning.

Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ________ Title ________

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ________ 2007 ________ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ________ Printed Name ________

Residing in:________ My Commission Expires:________

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ________ Title ________

ACKNOWLEDGMENT

State of Utah
:ss
County of Summit

On this ______ day of ________ 2007 ________ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ________ Printed Name ________

Residing in:________ My Commission Expires:________

ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 2

2/27/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Tollaker\plat\annexation-sht1.dwg

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

1000' 0 1000' 2000'

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF ________, 2007 A.D. BY ________ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF ________, 2007 A.D. BY ________ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ________ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ________ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ________ DATE ____ TIME ____ BOOK ____ PAGE ____ FEE ________ RECORDER

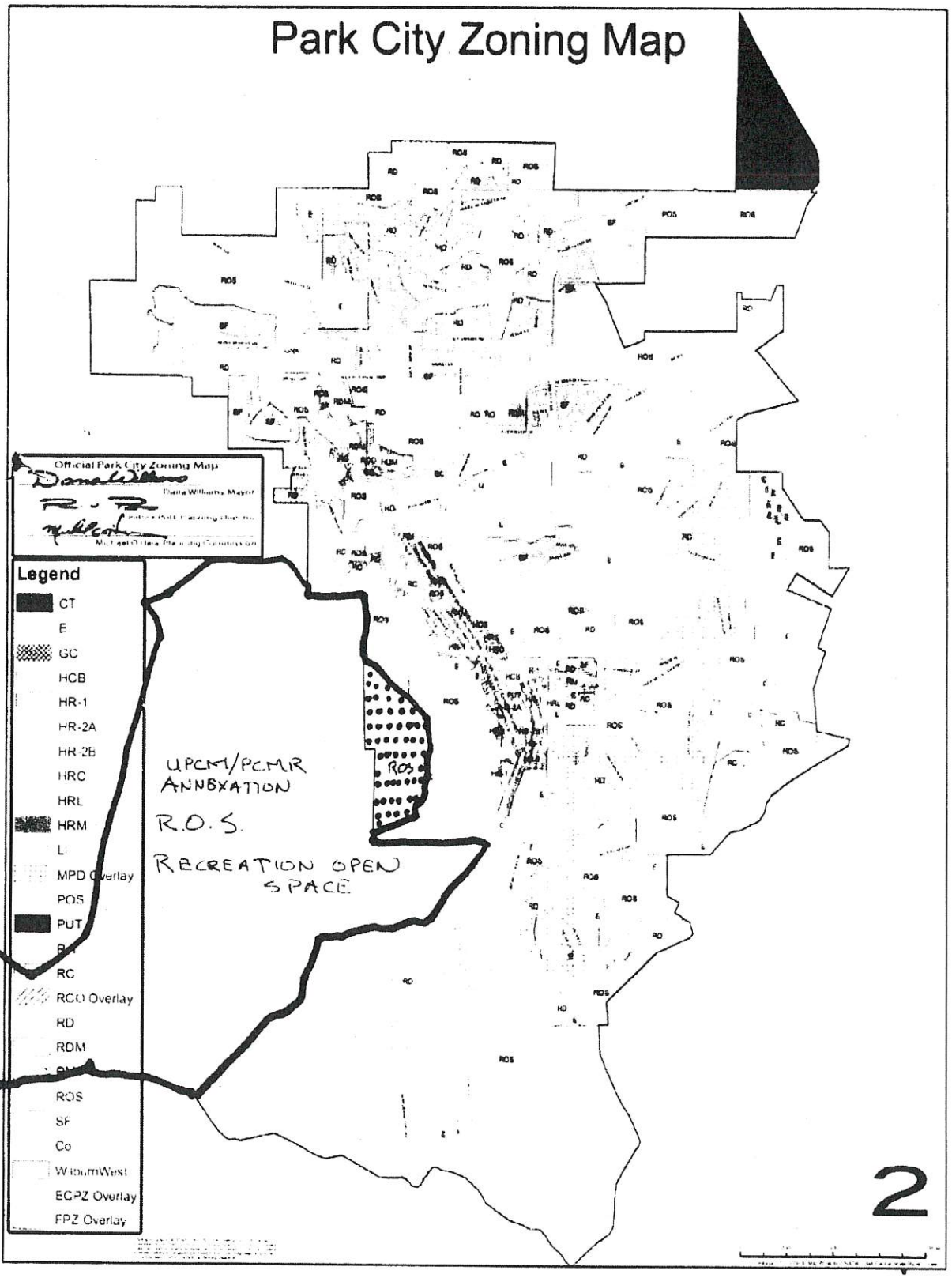

Park City Zoning Map
Official Park City Zoning Map
Legend
CT
E
GC
HCB
HR-1
HR-2A
HR-2B
HRC
HRL
HRM
LI
MPD Overlay
POS
PUT
RC
RCO Overlay
RD
RDM
ROS
SF
Co
WilliumWest
ECPZ Overlay
FPZ Overlay
UPCM/PCMR
ANNEXATION
R.O.S.
RECREATION OPEN
SPACE
ROS
2

EXHIBIT "B"
Legal Description

00806099 B: 1850 P: 1794 Page 16 of 103 Summit County

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;

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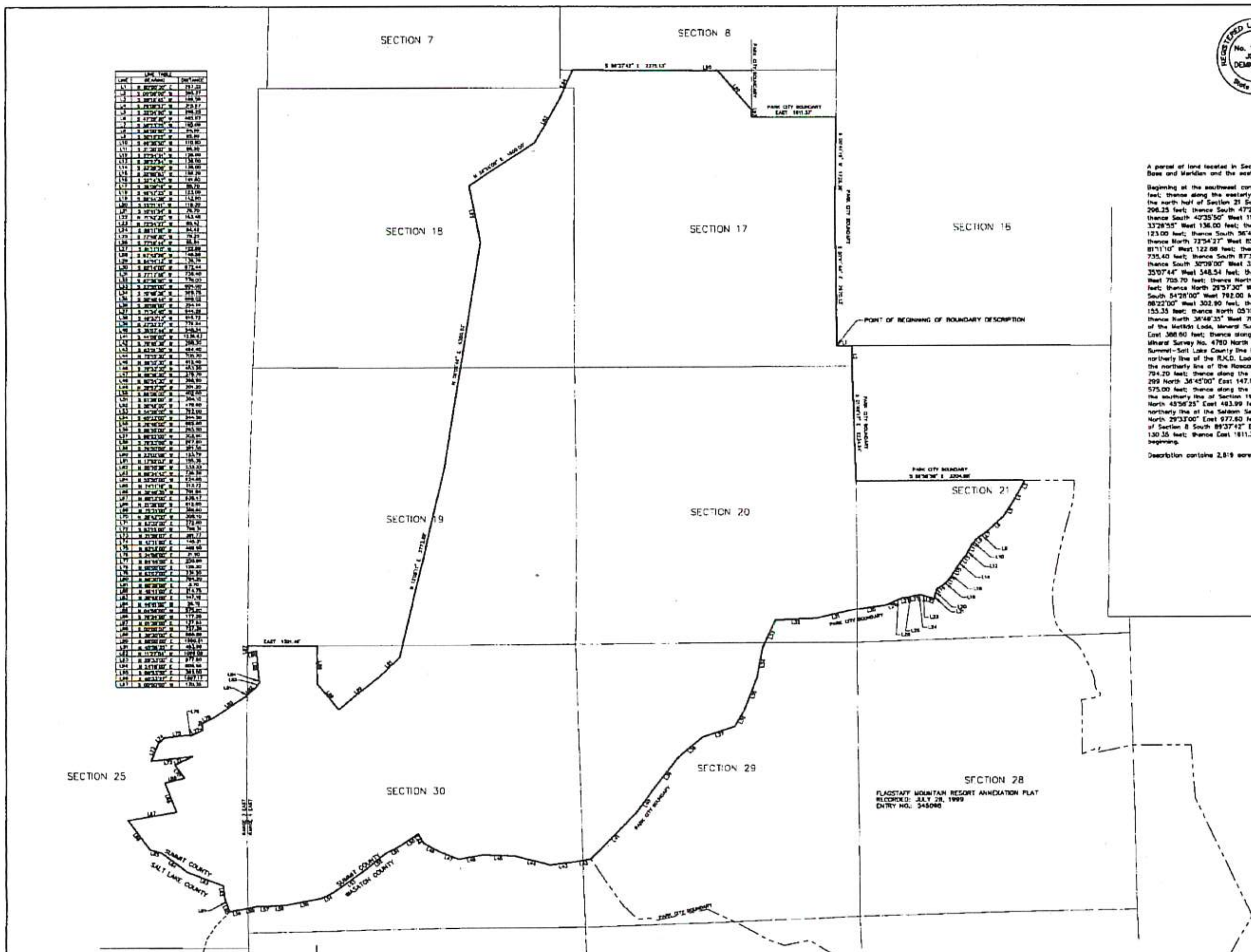
EXHIBIT "C"
Preliminary Plat



ANNEXATION LANDS AT PCMR

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 ALSO THE EAST HALF OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

1000' 0 1000' 2000'

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

SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Government Lots of Record as prescribed within the boundary of the ANNEXATION LANDS AT PCMR annexation petition.

John Demkowicz ______ Date ______

BOUNDARY DESCRIPTION

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:

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Description contains 2,819 acres, more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of United Park City Mines; the owner of the majority of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned corporate officer of Royal Street Land Company, a Utah Corporation; the owner of portions of the land described and illustrated on this plat, hereby petitions Park City Municipal Corporation, of Summit County, Utah that said lands be annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exist under applicable legal ordinances of Park City, Utah.

Name ______ Title ______

ACKNOWLEDGMENT

State of Utah
ss
County of Summit

On this ______ day of ______ 2007 ______ personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the vice-president for Royal Street Land Company, the owner of portions of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

A Notary Public commissioned in Utah ______ Printed Name ______

Residing in: ______ My Commission Expires: ______

SHEET 1 OF 2

1/31/07 JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-sht1.dwg

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ______ DAY OF ______, 2007 A.D. BY ______ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D. BY ______ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF ______ DATE ______ TIME ______ BOOK ______ PAGE ______ FEE ______ RECORDER

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, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

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1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village**. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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.

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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.

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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-style[11]), 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.

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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 restarurant 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

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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 pubic convenience.

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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 Area[13], 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

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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

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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.

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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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

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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 adequate[17] 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.

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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

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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 reallignment 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;

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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 M Scott
Janet Scott, City Recorder

APPROVED AS TO FORM:

Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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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
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4540 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

Arizona

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

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

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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.

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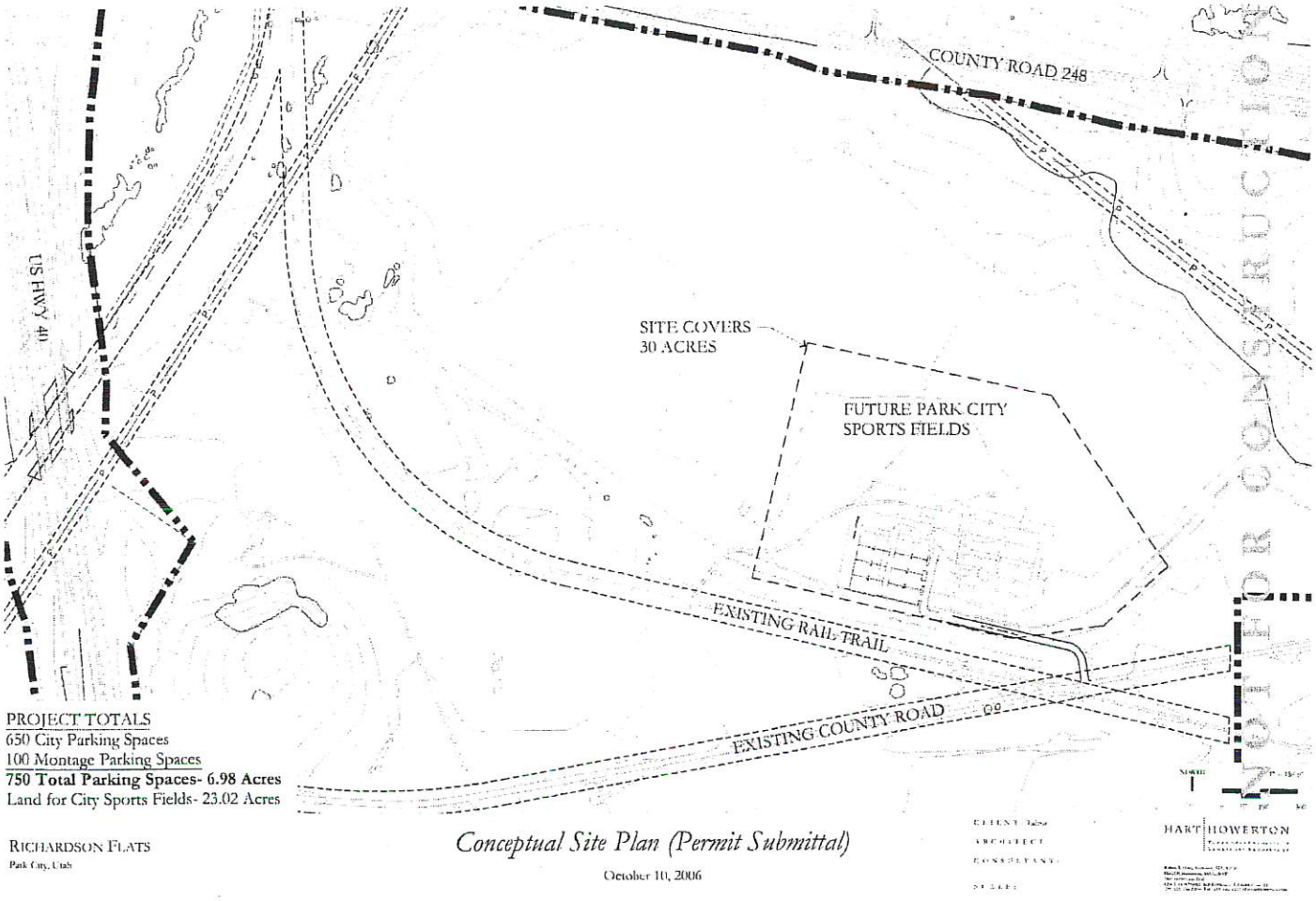

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EXHIBIT D – 1
DEED RESTRICTION

EXHIBIT A
TO
GRANT OF TALISKER CONSERVATION DEED RESTRICTION

[Insert Legal Description of the Property]

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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 MUNICIAL CORPORATION, a city and political subdivision of the STATE OF UTAH located in Summit County, Utah ("City"). UPCMC, 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 UPCMC 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 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;

(viiii) 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
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

_____
NOTARY PUBLIC
Residing at: Oakley, Utah

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ROYAL STREET LAND COMPANY, a
Utah corporation

By: _____
Robert W. Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

_____
NOTARY PUBLIC
Residing at: Maricopa County, Az

11

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.

Notary Public
SABRA KARR DATOR
5729 Kingsford Avenue
Park City, Utah 84098
My Commission Expires
June 15, 2007
State of Utah

Sabra Karr Dator
NOTARY PUBLIC
Residing at: Summit Co.

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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.

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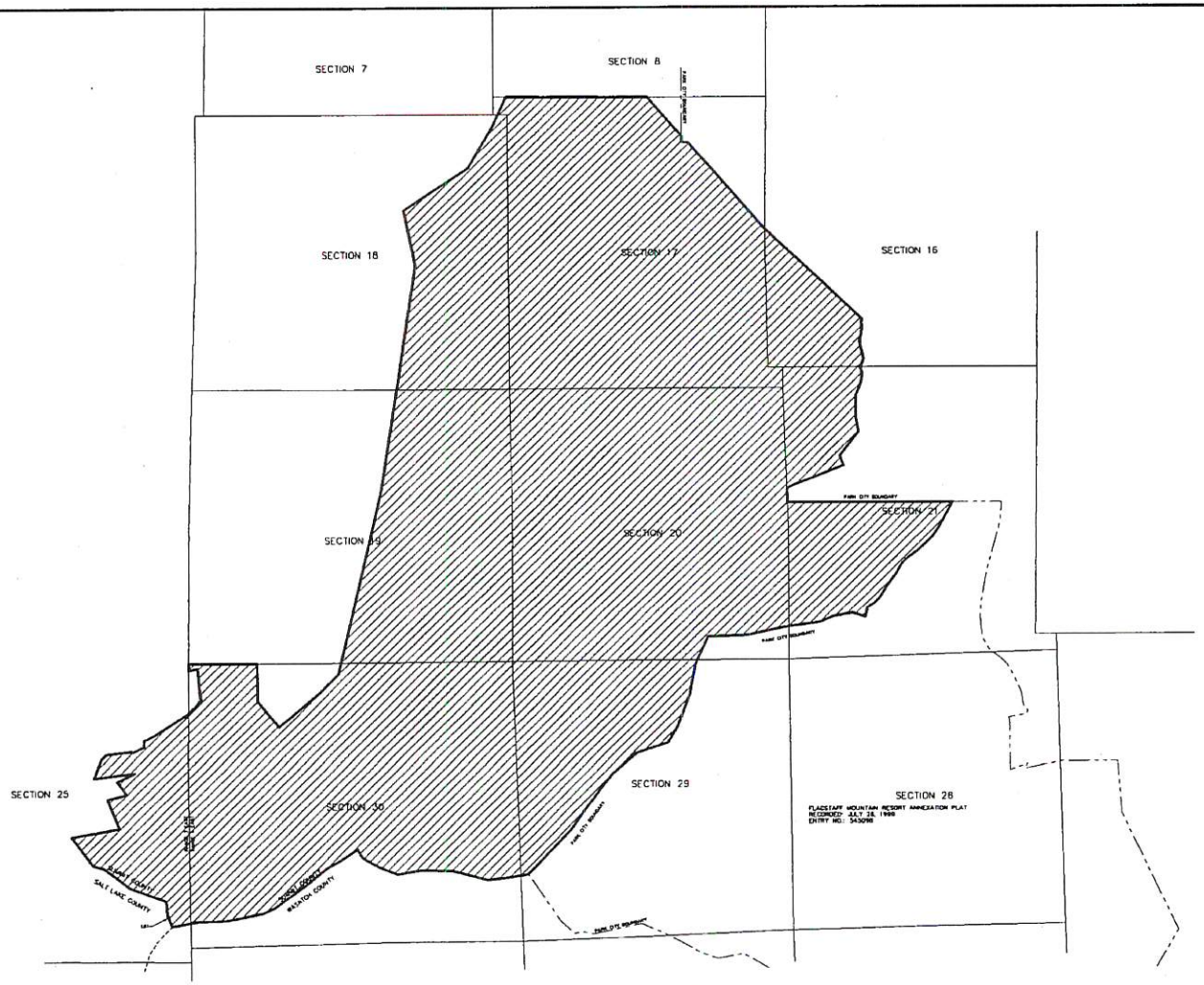

PCMR LANDS DEED RESTRICTION

(435) 649-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\legal exhibit.dwg

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"). UPCMC 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

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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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

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
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

NOTARY PUBLIC
Residing at: Oakley, Utah

My Commission Expires:

10-11-07

EXHIBIT A
TO
CONSERVATION EASEMENT

[Insert Legal Description of the Property]

(Attached)

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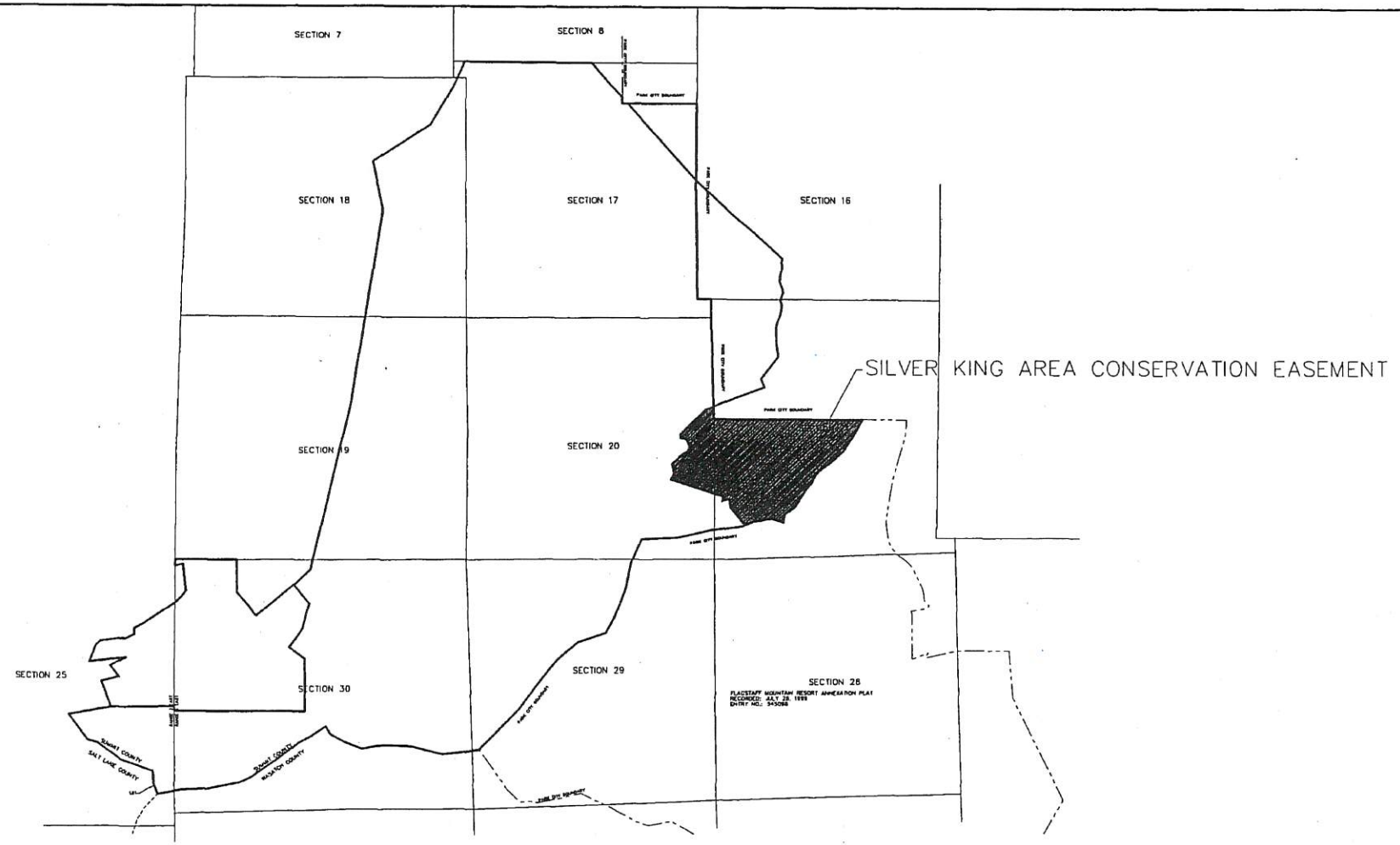
LEGAL DESCRIPTION
SILVER KING AREA CONSERVATION EASEMENT
March 2, 2007

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°54'51" West 126.00 feet; thence 11) South 38°27'54" West 138.00 feet; thence 12) South 33°26'55" West 136.00 feet; thence 13) South 32°00'03" West 159.20 feet; thence 14) South 32°14'53" West 101.60 feet; thence 15) South 35°09'16" West 88.70 feet; thence 16) South 46°47'25" West 123.00 feet; thence 17) South 56°44'38" West 142.80 feet; thence 18) South 15°21'41" West 116.30 feet; thence 19) South 10°41'54" West 76.70 feet; thence 20) North 71°42'35" West 163.49 feet; thence 21) North 72°54'27" West 85.42 feet; thence 22) South 86°11'16" West 94.42 feet; thence 23) South 77°48'30" West 79.25 feet; thence 24) South 77°19'44" West 85.84 feet; thence 25) South 81°11'10" West 122.88 feet; thence 26) South 67°45'58" West 149.28 feet; thence 27) South 64°44'12" West 50.80 feet; thence North 85°19'13" West 26.72 feet; thence North 38°07'58" West 492.94 feet; thence North 10°07'30" West 212.80 feet; thence South 71°23'17" West 141.94 feet; thence North 08°33'57" East 80.65 feet; thence North 71°14'09" West 1185.64 feet; thence North 27°00'44" East 149.76 feet; thence North 13°42'15" West 216.34 feet; thence North 50°17'45" East 117.77 feet; thence North 40°17'45" East 142.11 feet; thence North 58°48'26" East 193.35 feet; thence North 19°44'22" East 106.66 feet; thence North 23°13'01" West 168.03 feet; thence North 73°32'40" West 146.17 feet; thence North 03°13'23" West 78.48 feet; thence North 45°49'43" East 766.88 feet; thence 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

SHEET 1 OF 2

JOB NO.: 1-1-01 FILE: X:\Empire\dwg\Talisker\plat\annexation-shtl.dwg

(435) 649-9467

Alliance Engineering

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2007 A.D.	APPROVED AS TO FORM THIS _____ DAY OF _____, 2007 A.D.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2007 A.D.	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____
BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ PARK CITY RECORDER	BY _____ MAYOR	_____ FEE _____ RECORDER

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ORDINANCE NO. 2025-05

AN ORDINANCE APPROVING AMENDMENTS TO THE FLAGSTAFF MOUNTAIN DEVELOPMENT AGREEMENT, PARK CITY, UTAH.

WHEREAS, on June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City;

WHEREAS, the Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation;

WHEREAS, Redus is successor-in-title to property previously owned by United Park City Mines;

WHEREAS, on February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement;

WHEREAS, the Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development;

WHEREAS, for the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire;

WHEREAS, on January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment;

WHEREAS, on March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval;

WHEREAS, on April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement;

WHEREAS, the City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code;

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as Findings of Fact. The Amended Flagstaff Mountain Development Agreement is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On June 24, 1999, the City Council adopted Resolution No. 20-99 authorizing the Flagstaff Mountain Development Agreement and Ordinance No. 99-30 annexing the 1,750-acre Flagstaff Mountain into Park City.
2. The Development Agreement was entered into by United Park City Mines, Deer Valley Resort Company, and Park City Municipal Corporation.
3. Redus is a successor-in-title to property previously owned by United Park City Mines.
4. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving amendments to the Development Agreement.
5. The Applicant seeks to further amend the Development Agreement to construct seven residential units on two sites within development pods zoned Residential Development – Master Planned Development.
6. For the requested increase in density, the Applicant proposes the transfer of approximately 310 acres to the City, including the Empire Pass, Mid-Mountain, and Daly trailheads, and the transfer of water interests and rights that Redus owns or could acquire.
7. The City's acquisition of parcels from Redus represents an opportunity to gain control of about 310 acres of prime recreation land.
8. Ownership allows Park City to control access to key trail connections and to better integrate the areas within the existing biking and hiking trail network.
9. On January 16, 2025, the City Council authorized the Mayor to enter into a non-binding Letter of Intent authorizing Redus to commence necessary applications for a Development Agreement amendment.
10. On March 26, 2025, the Planning Commission forwarded a positive recommendation to the City Council for consideration to approve an amendment to the Flagstaff Mountain Development Agreement for the potential development of seven residential units, subject to conditions of approval.
11. On April 24, 2025, the City Council conducted a duly noticed public hearing and considered the amendments to the Development Agreement.
12. The City Council finds the amendments to the Development Agreement are consistent with the Park City General Plan and Land Management Code.
13. Seeking and securing the proposed land use approvals is the sole responsibility of Redus and is a condition of Park City closing on the property acquisition. Nothing in this approval impacts the Planning Commission's review of any future application in accordance with applicable Land Management Code standards.

Conclusions of Law

1. The amendments to the Flagstaff Mountain Development Agreement, as conditioned, are consistent with the Park City General Plan and the Land Management Code.
2. Approval of the amendments to the Flagstaff Mountain Development Agreement, as conditioned, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Pursuant to the amended Development Agreement, Redus or its successors-in-title must pay an in-lieu affordable housing fee in an amount required by Resolution No. 05-2021 *Affordable Housing Guidelines*.
2. The Applicant agrees to an open space maintenance transfer fee and additional historic preservation funds through an amendment to the March 16, 2020 Historic Preservation Memorandum of Understanding where Empire Pass Master Owners Association (EPMOA) and Redus would allow EPMOA to retain funds to spend on City-approved historic preservation projects.
3. The Applicant transfers ownership or an access easement for historic mining structures, including the Judge Tunnel/Alliance Mine Complex (Judge Mining and Smelting Office, Caretaker's Cabin, Change Room/Timber Saw, Power House).
4. The Flagstaff Mountain Development Agreement shall be substantially the same as Exhibit A, in a form approved by the City Attorney, and fully executed and recorded with the Summit County Recorder's Office.
5. The Applicant shall receive required land use approvals, including subdivisions for residential Lots and a Conditional Use Permit for the proposed multi-unit dwellings, prior to application for or receipt of any building permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication, and the execution of the Amended Flagstaff Mountain Development Agreement shall be effective upon recordation of the Development Agreement with Summit County.

PASSED AND ADOPTED this 24th day of April 2025.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____
Michelle Kellogg, CITY RECORDER

APPROVED AS TO FORM:

_____
City Attorney's Office

Exhibit A: Amended Flagstaff Mountain Development Agreement

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

Recorded this ___ day of _____, 2007
at Book #___ Page #___

ENTRY NO. 00806100
03/02/2007 02:42:51 PM B: 1850 P: 1897
Agreement PAGE 1 / 49
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
FEE $ 0.00 BY PARK CITY MUNICIPAL CORP

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

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

RECITALS

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

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

B. WHEREAS, on May 17, 1994 DEVELOPER filed an application for annexation to Park City of Flagstaff Mountain, consisting of DEVELOPER's, DEER VALLEY's and Northside Neighborhood Property Owners' land, together totaling an area of approximately 1,750 acres;

C. WHEREAS, on May 10, 1997 the Park City Council unanimously resolved by Resolution 10-97 to annex Flagstaff Mountain under certain Development Parameters;

D. WHEREAS, on July 8, 1998 DEVELOPER requested reconsideration by the City of Resolution 10-97 and offered certain incentives for limiting development of the Bonanza Flats, Richardson Flats and the Iron Mountain Parcels;

E. WHEREAS, on September 10, 1998 the Park City Council unanimously adopted a resolution to rescind Resolution No. 10-97 and to adopt new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats and the Iron Mountain Parcels, as set forth in this Agreement;

F. WHEREAS, in the intervening months since the City Council adopted the September 10, 1998 development parameters, the DEVELOPER further refined its proposal by offering to move 16 single family homes from the sensitive Prospect Ridge area to the Mountain Village and to constrain development in the Northside Neighborhood to reduce site disturbance and to facilitate sale to a conservation buyer for a time certain;

G. WHEREAS, the Parties intended to enter into the original Agreement to establish new development parameters for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and the Iron Mountain Parcels and to establish a time certain for annexation of Flagstaff Mountain (now referred to generally as Empire Pass) into the City;

H. WHEREAS, the Parties in fact entered into the original Agreement on or about June 24, 1999; and

I. WHEREAS, the Parties desire to amend and restate the original Agreement in connection with the development of a project known as the Montage Resort & Spa which is presently planned to include 192 hotel rooms and suites, with spa, restaurant and conference facilities, and a residential component that consists of resort condominiums.

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

SECTION I. DEFINITIONS

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

1.1 **"Annexation Property"** means that approximately 1,750 acres of property known as Flagstaff Mountain, described and depicted on Exhibit A.

1.2 **"Bonanza Flats"** means that approximately 1,500 acres of UPCM property commonly referred to as Bonanza Flats, consituting all of UPCM's holdings in Bonanza Flats and described and depicted on Exhibit C.

1.3 **"DEER VALLEY"** means the Deer Valley Resort Company, a Utah limited Partnership and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEER VALLEY shall cause its employees and agents to act in accordance with the terms of this Agreement.

1.4 **"DEVELOPER"** means United Park City Mines Company, a publicly traded Delaware corporation, and each of its assigns, joint venture partners, and successors in interest, whether in whole or in part. DEVELOPER shall cause its employees and agents to act in accordance

with the terms of this Agreement.

1.5 **"Inaction"** provisionally[1] means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.

1.6 **"Meeting Accessory Uses"** provisionally[2] means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:

1.6.1 Administrative and Banquet Offices

1.6.2 Banquet Storage Areas

1.6.3 Banquet Prep Areas Storage Areas

1.6.4 Common A/V Storage Areas

1.6.5 Coat Check Areas

1.6.6 Public Restrooms

1.6.7 Public Telephone Areas

1.6.8 Public Hallways

1.6.9 Public Circulation Areas.

1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B_1, and B_2) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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

1.8 **"Northside Neighborhood"** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.

1.9 **"Northside Neighborhood Property Owners"** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.

1.10 **"Pedestrian Village"** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.

1.11 **"Planned Unit Development"** or **"PUD"** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.

1.12 **"Pod Z"** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.

1.13 **"Project"** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.

1.14 **"Residential Accessory Uses"** provisionally[3] means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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

1.14.1 Common Ski Lockers

1.14.2 Common Lobbies

1.14.3 Registration

1.14.4 Concierge

1.14.5 Bell Stand/Luggage Storage

1.14.6 Common Maintenance Areas

1.14.7 Mechanical Rooms

1.14.8 Common Laundry Facilities and Common Storage Areas

1.14.9 Employee Facilities

1.14.10 Common Pools, Saunas and Hot Tubs

1.14.11 Public Telephone Areas

1.14.12 Public Restrooms

1.14.13 Administrative Offices

1.14.14 Public Hallways and Circulation Areas

1.15 **"Resort Accessory Uses"** provisionally[4] means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

1.15.1 Information

1.15.2 Lost and Found

1.15.3 Mountain Patrol

1.15.4 Mountain Administration

1.15.5 Mountain Maintenance and Storage Facilities

1.15.6 Mountain Patrol and Emergency Medical Facilities

1.15.7 Public Lockers

1.15.8 Public Restrooms

1.15.9 Employee Lockers

1.15.10 Ski School/Day Care

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

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

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

2.1.1. Mine/Soil Hazard Mitigation Plan--which plan shall include an inventory of all mine sites, potential sources of release of hazardous materials into the environment, and a plan and schedule for their remediation;

2.1.2. Detailed Design Guidelines, with strong architectural themes, for the entire Flagstaff Mountain Project;

2.1.3. Specific Transit Plan;

2.1.4. Parking Management Plan;

2.1.5. Detailed Open Space Management Plan;

2.1.6. Historic Preservation Plan;

2.1.7. Emergency Response Plan, including DEVELOPER's commitments to provide infrastructure necessary to serve the Project and Bonanza Flats and phasing therefor;

2.1.8. Trails Master Plan setting forth trail locations, specifications, phasing and timing of public easements;

2.1.9. Private Road Access Limitation Procedures;

2.1.10. Construction Phasing Plan—including construction milestones for project amenities, including Richardson Flats development;

2.1.11. General Infrastructure and Public Improvements Design and Phasing Plan, which calls for the efficient extension of services, concentrating initial infrastructure development in the Mountain Village, and secondarily in the Northside Neighborhood. Such plan shall allow for the construction of a variety of housing types in each phase;

2.1.12. Utilities Master Plan—including the timing, alignment and service strategy for water and sewer service, as well as storm water management throughout the Project and Bonanza Flats;

2.1.13. Wildlife Management Plan; and

2.1.14. Affordable Housing Plan, including phasing.

2.2. **Maximum Development Parameters--Flagstaff Mountain.** Flagstaff Mountain is composed of the Mountain Village, the Northside

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

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

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

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

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

2.2.1.4. **Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B_1, and B_2) within the Mountain Village must be linked by transit.

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

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

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

2.2.1.6. **Mine Site Reclamation**. To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim[7] all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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

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

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

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

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

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

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 impacts[10] 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-style[11]), 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 restarurant 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 pubic 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 Area[15], 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

[15] 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 run-away 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 stockpiling[16] 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:

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

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

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

2.10.5.1 Develop, subject to deed restrictions some of the remaining units on the 20-Acre Quinn's Junction Parcel; or

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel**. For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

Option 1. Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate[17] 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 reallignment 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

FALISKER
900 MAIN ST SUITE 611
P.O. BOX 4349
84060

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

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

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

Copy to:

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

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, Mayor

ATTEST: City Clerk

By: _____
Janet Scott, City Recorder

APPROVED AS TO FORM:

_____
Mark D. Harrington, City Attorney

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

DEVELOPER:
United Park City Mines Company,
a Delaware corporation

David J. Smith, Authorized Signing Officer

STATE OF UTAH)
: ss
COUNTY OF SUMMIT)

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

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
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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)

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NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
October 11, 2007
LORRIE J. HOGGAN
4549 NSR32
Oakley, Utah 84055

Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: _____
Robert Wells, Vice President

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

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.

OFFICIAL SEAL
CONSTANCE M. RICHARDS
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires Feb. 1, 2008

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

Arizona
STATE OF ~~UTAH~~)
Maricopa : ss
COUNTY OF ~~SUMMIT~~)

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



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

SCHEDULE 3.1

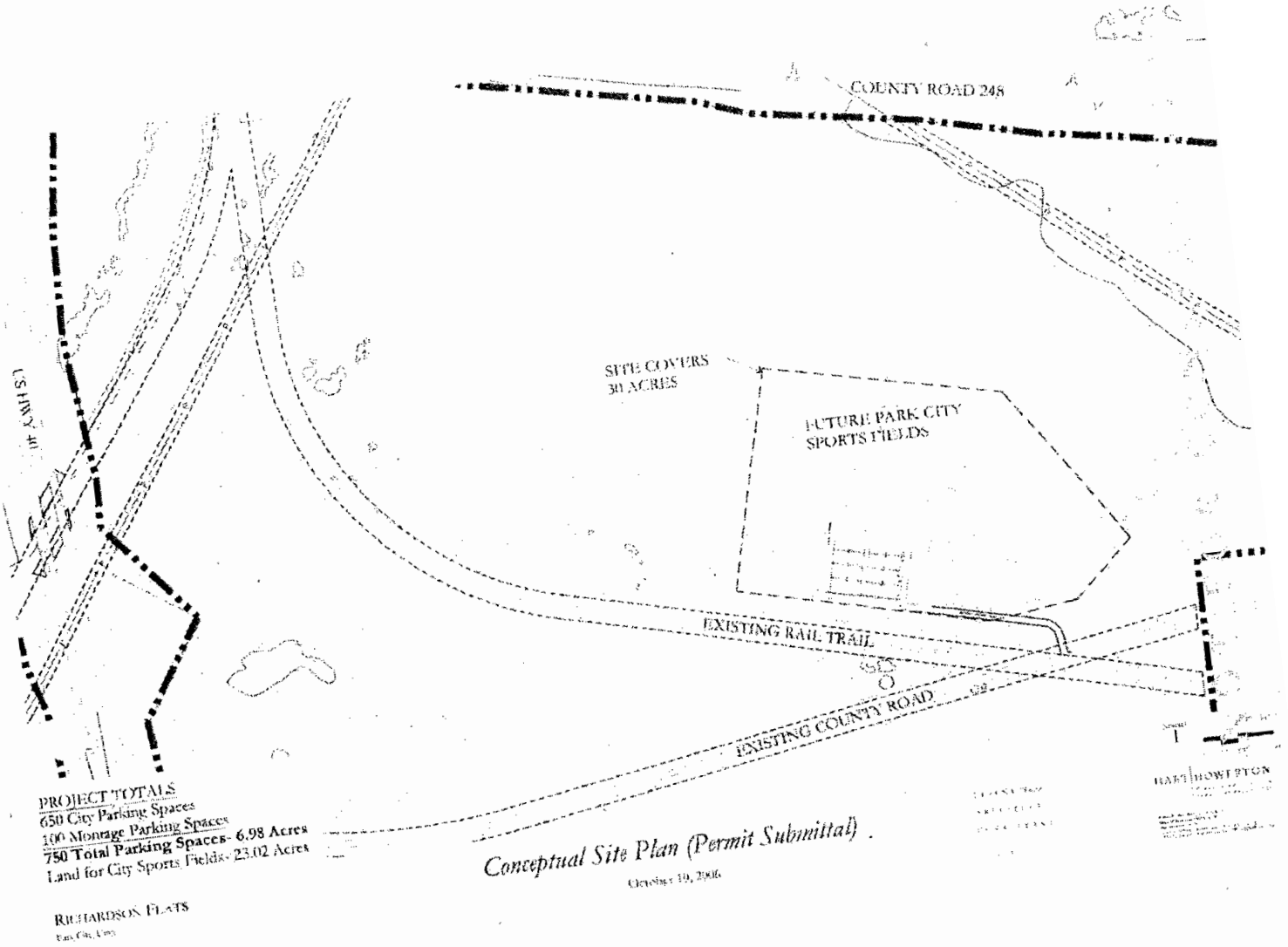
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

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

Additional specifications are as follows:

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

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

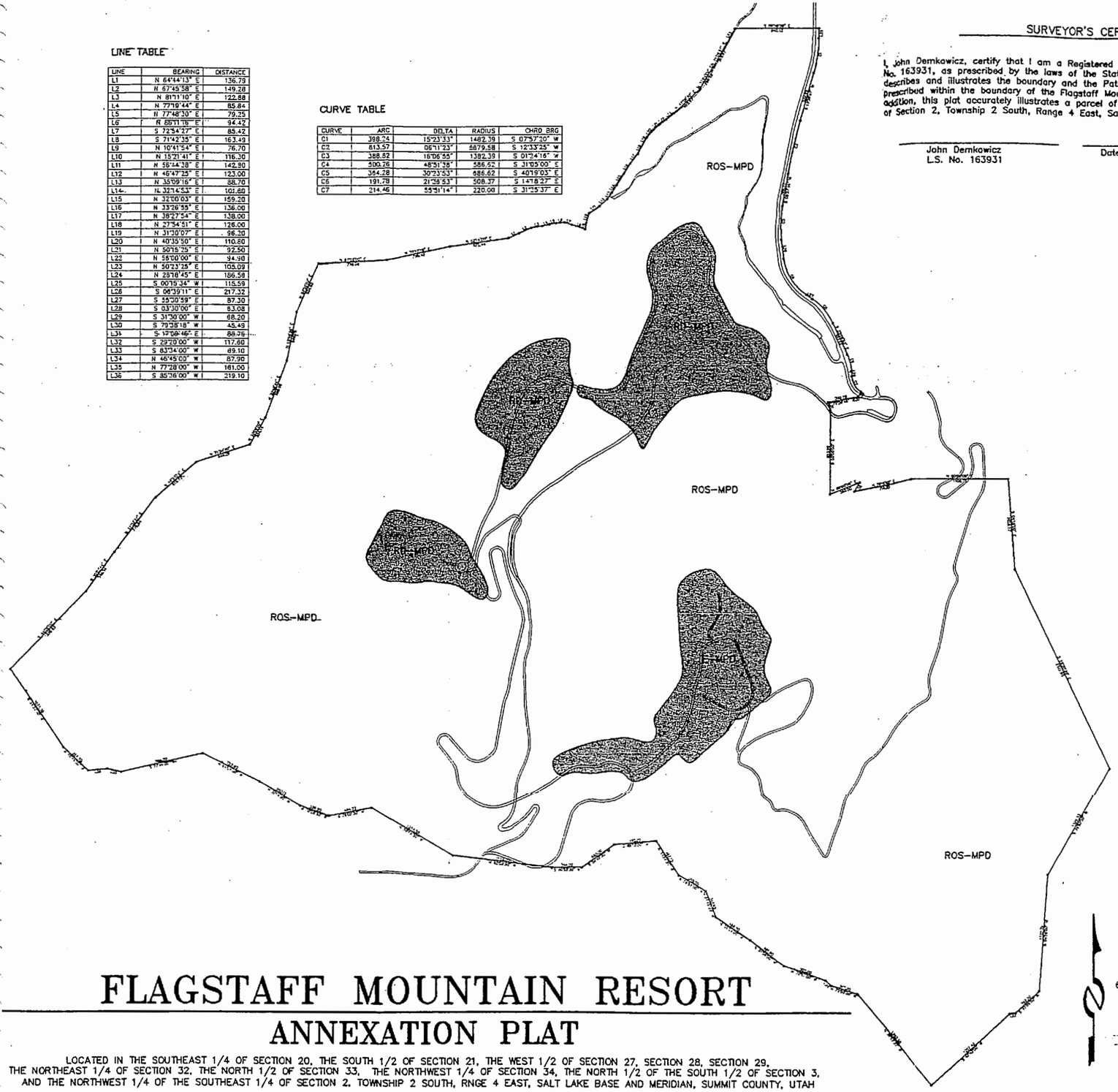

COUNTY ROAD 248
SITE COVERS
30 ACRES
FUTURE PARK CITY
SPORTS FIELDS
EXISTING RAIL TRAIL
EXISTING COUNTY ROAD
PROJECT TOTALS
650 City Parking Spaces
100 Montage Parking Spaces
750 Total Parking Spaces- 6.98 Acres
Land for City Sports Fields- 23.02 Acres
RICHARDSON FLATS
Conceptual Site Plan (Permit Submittal)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 64°44'13" E	136.79
L2	N 67°45'58" E	149.28
L3	N 81°11'10" E	122.88
L4	N 77°19'44" E	85.84
L5	N 77°48'30" E	79.25
L6	N 88°11'16" E	94.42
L7	S 72°54'27" E	85.42
L8	S 71°42'35" E	163.49
L9	N 10°41'54" E	76.70
L10	N 15°21'41" E	116.20
L11	N 58°44'38" E	142.90
L12	N 46°47'25" E	123.00
L13	N 35°09'16" E	88.70
L14	N 32°14'53" E	101.60
L15	N 32°00'03" E	159.20
L16	N 33°26'55" E	136.00
L17	N 38°27'54" E	138.00
L18	N 27°54'51" E	126.00
L19	N 31°30'07" E	96.20
L20	N 40°35'50" E	110.80
L21	N 50°15'25" E	92.50
L22	N 58°00'00" E	94.90
L23	N 50°23'25" E	105.09
L24	N 28°18'45" E	186.58
L25	S 00°15'34" W	115.59
L26	S 06°39'11" E	217.32
L27	S 35°30'59" E	87.30
L28	S 03°30'00" E	63.08
L29	S 31°30'00" W	68.20
L30	S 79°38'18" W	45.49
L31	S 17°08'46" E	88.75
L32	S 29°20'00" W	117.60
L33	S 83°34'00" W	89.10
L34	N 46°45'00" W	87.90
L35	N 77°28'00" W	161.00
L36	S 85°26'00" W	219.10

CURVE TABLE

CURVE	ARC	DELTA	RADIUS	CHRD BRG
C1	398.24	15°23'33"	1482.39	S 07°57'20" W
C2	813.57	06°11'23"	5879.58	S 12°33'25" W
C3	388.82	16°06'55"	1382.39	S 01°24'16" W
C4	500.28	48°51'38"	586.62	S 31°05'00" E
C5	364.28	30°23'53"	686.62	S 40°19'03" E
C6	191.78	21°26'53"	508.37	S 14°18'27" E
C7	214.46	55°51'14"	220.00	S 31°25'37" E



FLAGSTAFF MOUNTAIN RESORT

ANNEXATION PLAT

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 20, THE SOUTH 1/2 OF SECTION 21, THE WEST 1/2 OF SECTION 27, SECTION 28, SECTION 29, THE NORTHEAST 1/4 OF SECTION 32, THE NORTH 1/2 OF SECTION 33, THE NORTHWEST 1/4 OF SECTION 34, THE NORTH 1/2 OF THE SOUTH 1/2 OF SECTION 3, AND THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 2 SOUTH, RNGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this plat accurately describes and illustrates the boundary and the Patented Convernment Lots of Record as prescribed within the boundary of the Flagstaff Mountain Resort annexation petition. In addition, this plat accurately illustrates a parcel of land located in the Southwest Quarter of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

John Demkowicz
L.S. No. 163931

Date

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents: That the undersigned corporate agent for United Park City Mines; the owner of the majority of the land described and illustrated on this plat do hereby petition Park City Municipal Corporation, of Summit County, Utah that said lands be Annexed to and included within the legal boundary of Park City, Utah, and be subject to such benefits and restrictions as exsist under applicable legal ordinances of Park City, Utah.

Hank Rothwell, President

ACKNOWLEDGEMENT

State of _____

:ss

County of _____

On this _____ day of _____, 1999 Hank Rothwell personally appeared before me, the undersigned Notary Public, who being duly sworn, did say that he is the Corporate Agent for United Park City Mines Company, the owner of the majority of the land described and illustrated on this plat and that the foregoing Owners Dedication and Certificate of Consent to Record was signed freely and voluntarily for the purposes therein mentioned and that said Company executed the same.

Notary Public

My Commission Expires: _____

LEGAL DESCRIPTIONS

Beginning at a point identified as County Line Monument Number 2343, said point on the line common to Summit and Wasatch counties and also on the demarcation line between the Park City Ski Area and the Deer Valley Resort, said point lying on the ridge and hilltop above the Anchor Mine Shaft and also being North 04 39'13" East 1303.92 feet, more or less, from the Southwest corner of Section 29, Township 2 South Range, 4 East, Salt Lake Base and Meridian and running Northeasterly along said demarcation and ridge line : North 44 09'00" East 1256.63 feet; thence North 35 07'44" East 548.54 feet; thence North 37 33'27" East 779.84 feet; thence North 49 33'13" East 616.72 feet; thence North 71 34'40" East 644.25 feet; thence North 30 09'00" East 354.14 feet; thence North 20 46'44" East 698.015 feet; thence North 10 48'39" East 569.75 feet; thence North 23 55'00" East 604.00 feet; thence North 87 35'00" East 778.00 feet; thence North 77 17'18" East 735.40 feet; thence North 82 14' East 672.44 feet more or less to a point on the Westerly boundary line of the "Anchor Tunnel Portal Mining Reservation", said point being North 39 17'28" East 942.39 feet more or less from the Southwest corner of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also lying along the ridge line between Empire Canyon and Walker and Webster Gulch; thence along said ridgeline the following eight courses: thence North 64 44'13" East 136.79 feet; thence North 67 45'58" East 149.28 feet; thence North 81 11'10" East 122.88 feet; thence North 77 19'44" East 85.84 feet; thence North 77 48'30" East 79.25 feet; thence North 88 11'16" East 94.42 feet; thence South 72 54'27" East 85.42 feet; thence South 71 42'35" East 163.49 feet more or less to a point on the westerly right —of—way line of the Judge Tunnel/Empire Canyon Water Tank Supply Line Easement, said point lying North 79 18'06" West 5.00 feet more or less, from Map Point A—1 as described in that certain Reservoir Easement dated April 19, 1978 and Recorded as Entry No. 147912 in the Records of the of the Recorder for Summit County, Utah; thence along said westerly right—of—way the following fifteen (15) courses: North 10 41'54" East 76.70 feet; thence North 15 21'41" East 116.20 feet; thence North 58 44'38" East 142.90 feet; thence North 46 47'25" East 123.00 feet; thence North 35 09'16" East 88.70 feet; thence North 32 14'53" East 101.60 feet; thence North 32 00'03" East 159.20 feet; thence North 33 26'55" East 136.00 feet; thence North 38 27'54" East 138.00 feet; thence North 27 54'51" East 126.00 feet; thence North 31 30'07" East 98.20 feet; thence North 40 35'50" East 110.80 feet; thence North 50 15'25" East 92.50 feet; thence North 58 00'00" East 94.90 feet; thence North 50 23'25" East 105.09 feet; thence North 47 29'39" East 405.07 feet more or less to a point on the westerly edge of Daly Avenue; thence along said Daly Avenue the following three courses: North 32 04'00" East 298.25 feet; thence North 29 09'57" East 315.97 feet; thence North 28 18'45" East 188.58 feet, more or less, to the East—West center line of Section 21 Township 2 South, Range 4 East, Salt Lake Base and Meridian, said Section Line also being the southerly baundary line for the corporate limits of Park City, Utah; thence South 89 59'59" East 940.12 feet, more or less, along said Section line 940.12 feet to a point on the easterly right—of—way line for Utah State Highway 224 as located in Ontario Canyon; thence along said highway the following 12 courses; South 00 15'34" West 111.59 feet to a point on a 1,482.39 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 15 23'33"398.24 feet more or less; thence South 15 39'07" West 559.89 feet to a point on a 5,879.58 foot radius curve to the left; thence Southwesterly along the arc of said curve, through a central angle of 06 11'23", a distance of 813.57 feet; thence South 09 27'44" West 268.77 feet to a point on a 1,382.39 foot radius curve to the left; thence southerly along the arc of said curve, through a central angle of 16 06'55", a distance of 388.82 feet; thence South 6 39'11" East 217.32 feet to a point on a 586.62 foot radius curve to the left; thence southeasterly along the arc of said curve, through a central angle of 48 51'38", a distance of 500.28 feet; thence South 55 30'59" East 87.30 feet to a point on a 686.62 foot radius curve to the right; thence along the arc of said curve, through a central angle of 30 23'53", a distance of 364.28 feet; thence South 25 06'53" East 397.14 feet to a point on a 508.37 foot radius curve to the right; thence along the arc of said curve, through a central angle of 21 38'53", a distance of 191.78 feet; thence South 3 30'00" East 83.08 feet to a point on a 220.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 55 51'14", a distance of 214.46 feet; thence South 31 30'00" West 68.20 feet; thence South 79 38'18"West 45.49 feet to a point on the southeasterly boundary of the Ontario Number 3 Shaft Mining Reservation; thence South 79 59'46" West 300.78 feet more or less along the southeastern edge of said Mining Reservation; thence South 17 09'45" East 88.75 feet more or less to a point on a piece of property that is the subject of Entry Number 158551 of the Summit County Records; thence along said parcel the following five courses: South 355.96 feet; thence North 69 East 360.00 Feet; thence South 29 20' West 117.60 feet; thence North 78 10' East 714.30 feet; thence East 1,108.71 feet more or less to a point the Wasatch—Summit County line; thence along said Wasatch — Summit County line. The following thirty courses: South 04 35'00" East 1,028.07 feet; thence South 25 30'30" East 2,521.90 feet to County Line Point 51; thence South 29 50'00" West 1,398.30 Feet to County Line Point 55; thence South 4 18'00" West 1,320.70 feet to County Line Point 58; thence South 47 05'00" West 369.50 feet to a County Line Point; thence South 83 34'00" West 88.10 feet to County Line Point 59; thence South 47 42'00" West 1,207.40 feet to County Line Point 62A; thence North 39 53'30" West 1,352.50 feet to County Line Point 64; thence North 72 50'00" West 317.30 feet to County Line Point 65; thence North 48 45'00" West 87.90 feet to County Line Point 66; thence North 70 57'00" West 502.00 feet to County Line Point 67; thence North 31 56'00" West 481.90 feet to County Line Point 68; thence North 55 53'00" West 486.80 feet to County Line Point 69 feet; thence North 21 49'00" West 317.40 feet to County Line Point 70; thence North 59 57'00" West 360.50 feet to County Line Point and Triangulation Point; thence North 33 22'30" West 467.10 feet to County Line Point 71; thence South 85 10'30" West 492.30 feet to County Line Point 72; thence South 54 42'30" West 453.20 feet to County Line Point 73; thence South 88 55'30" West 344.00 feet to County Line Point 74; thence North 82 52'30" West 1,132.30 feet to County Line Point 77; thence North 59 43'30" West 1,074.55 feet to County Line Point 233B; thence North 79 07'30" West 494.73 feet to County Line Point 80; thence North 70 28'30" West 339.90 feet to County Line Point 81; thence North 60 14'30" West 550.10 feet to County Line Point 82 and Triangulation Point 2339; thence North 54 07'00" West 727.60 feet to County Line Point 83; thence North 77 44'00" West 968.80 feet to County Line Point 85; thence North 77 28'00" West 161.00 feet to a County Line Point and Triangulation Point 2340 which is also Judge Triangulation Point 0; thence South 85 39'00" West 219.10 feet to County Line Point 86; thence North 48 44'00" West 384.70 feet to County Line Point 87; thence North 34 37'00" West 1,077.30 feet, more or less to county Line Point 2343 the point of beginning. Said Parcel contains 1,555.4 acres more or less.

600 0 600 1200 feet

EXHIBIT "A"

RECEIVED
JUL- 2 1999
PARK CITY
PLANNING DEPT.

1 OF 2

Alliance Engineering Inc.

JOB No. 17-4-96 FLAGSTAFF\OVERALL\FLGANEX

ALLIANCE ENGINEERING INC.	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (435) 649-9467	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 1999 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 1999 A.D. BY _____ MAYOR	STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ FEE _____ RECORDER

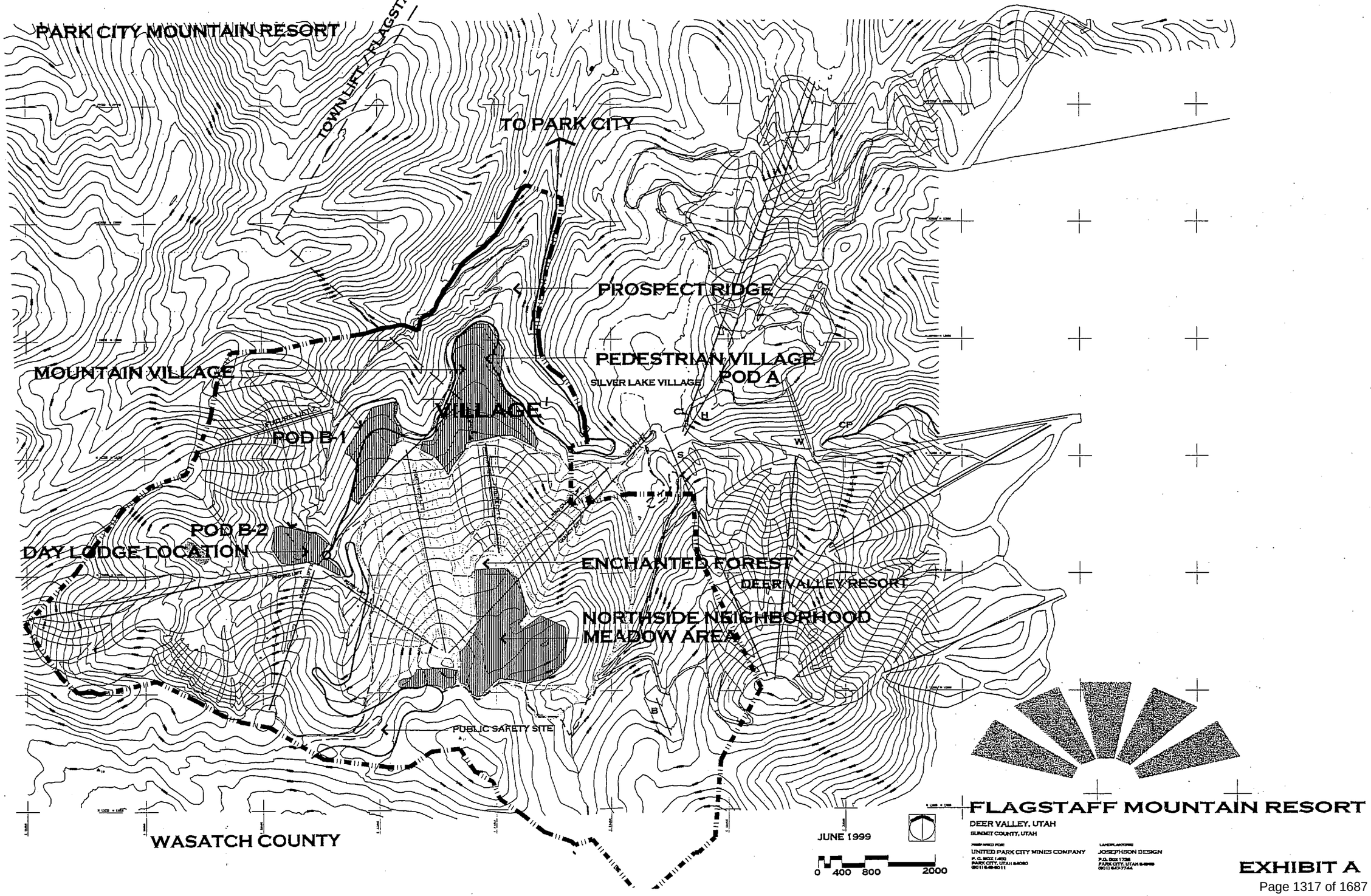
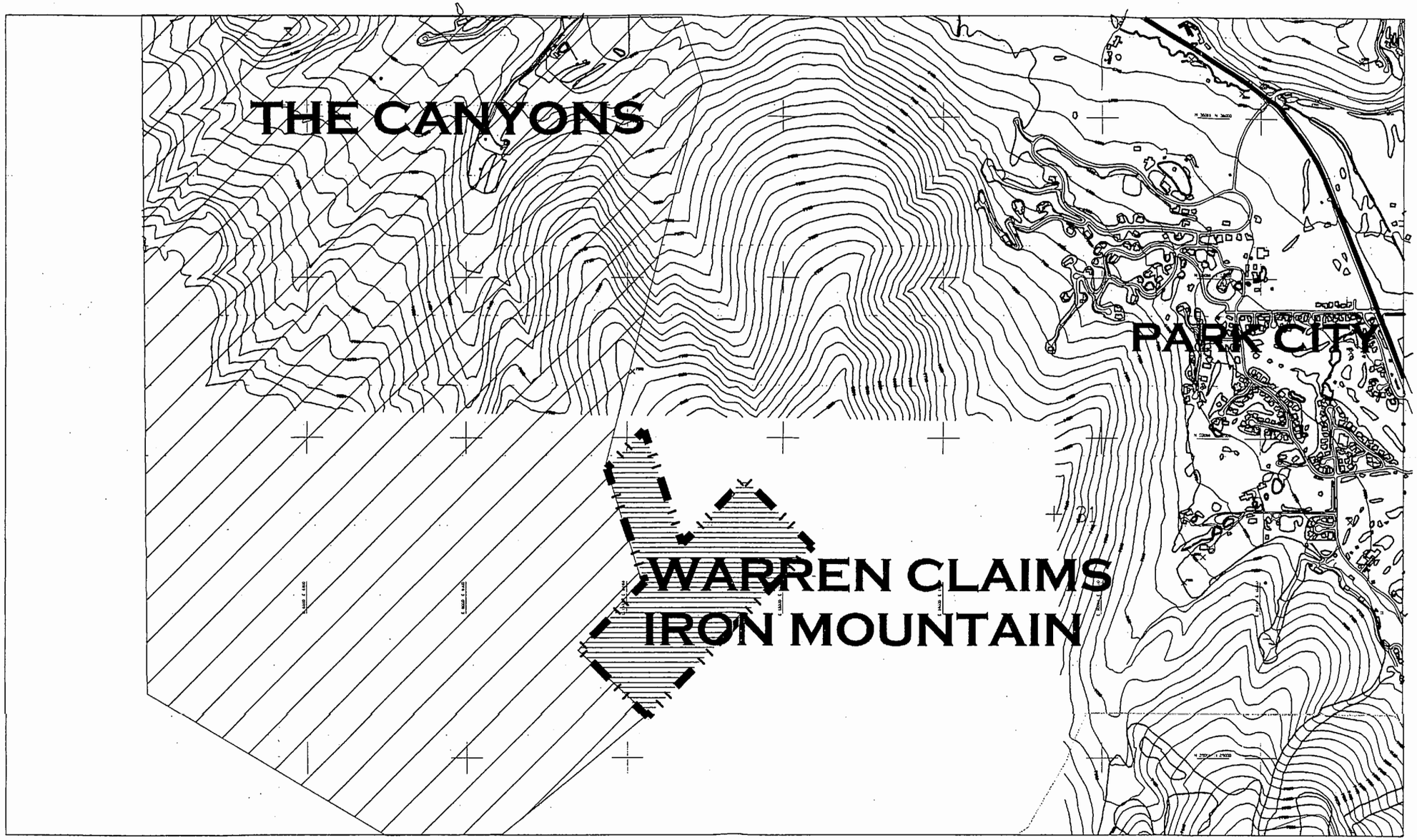

PARK CITY MOUNTAIN RESORT
TOWN LIFT / FLAGSTAFF GONDOLA
TO PARK CITY
PROSPECT RIDGE
PEDESTRIAN VILLAGE
SILVER LAKE VILLAGE
POD A
MOUNTAIN VILLAGE
VILLAGE
POD B-1
POD B-2
DAY LODGE LOCATION
ENCHANTED FOREST
DEER VALLEY RESORT
NORTHSIDE NEIGHBORHOOD
MEADOW AREA
PUBLIC SAFETY SITE
WASATCH COUNTY
FLAGSTAFF MOUNTAIN RESORT
DEER VALLEY, UTAH
SUMMIT COUNTY, UTAH
JUNE 1999
0 400 800 2000
UNITED PARK CITY MINES COMPANY
JOSEPHSON DESIGN

EXHIBIT A



APRIL, 1999

0 400 800 2000

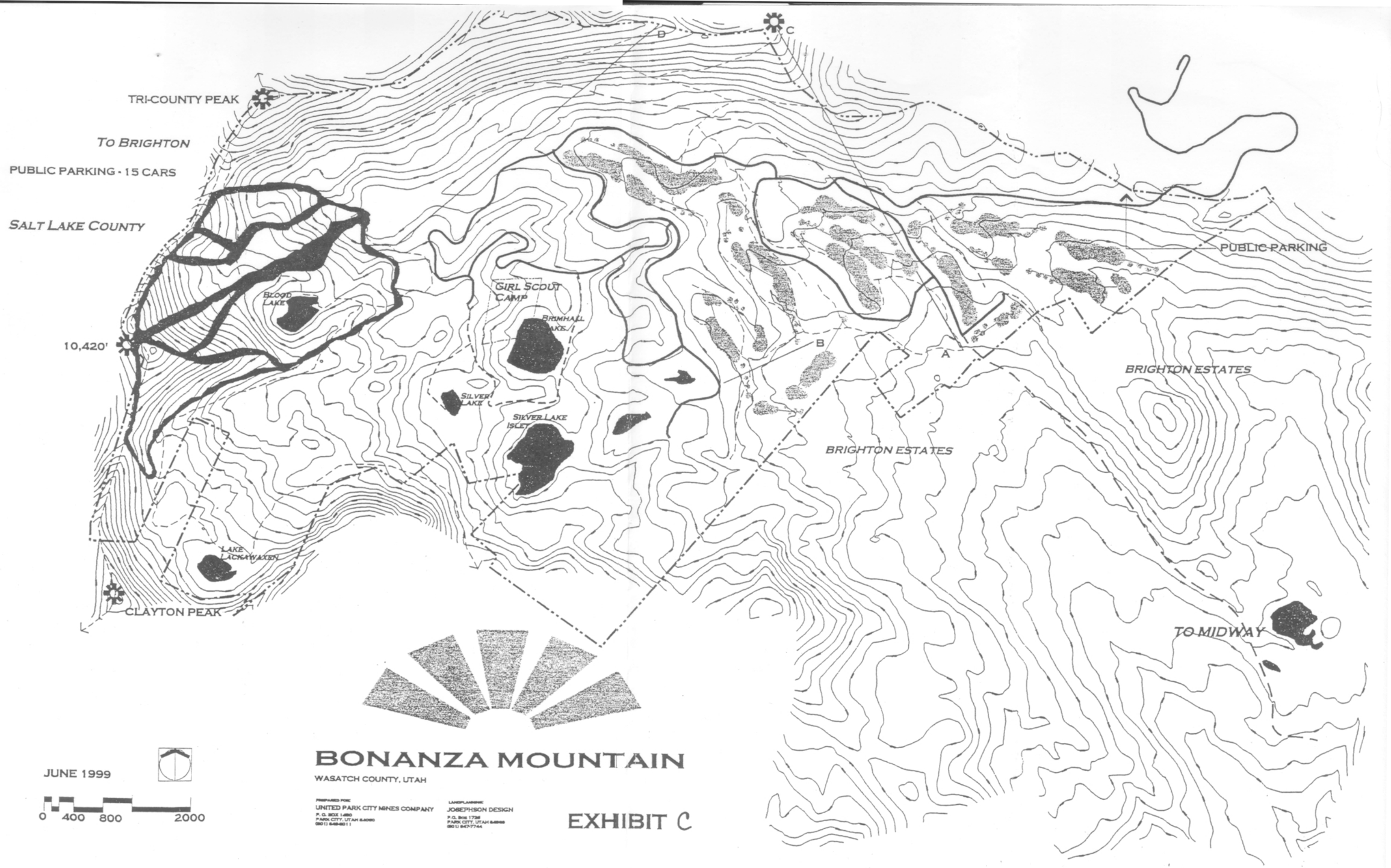
IRON MOUNTAIN PARCEL

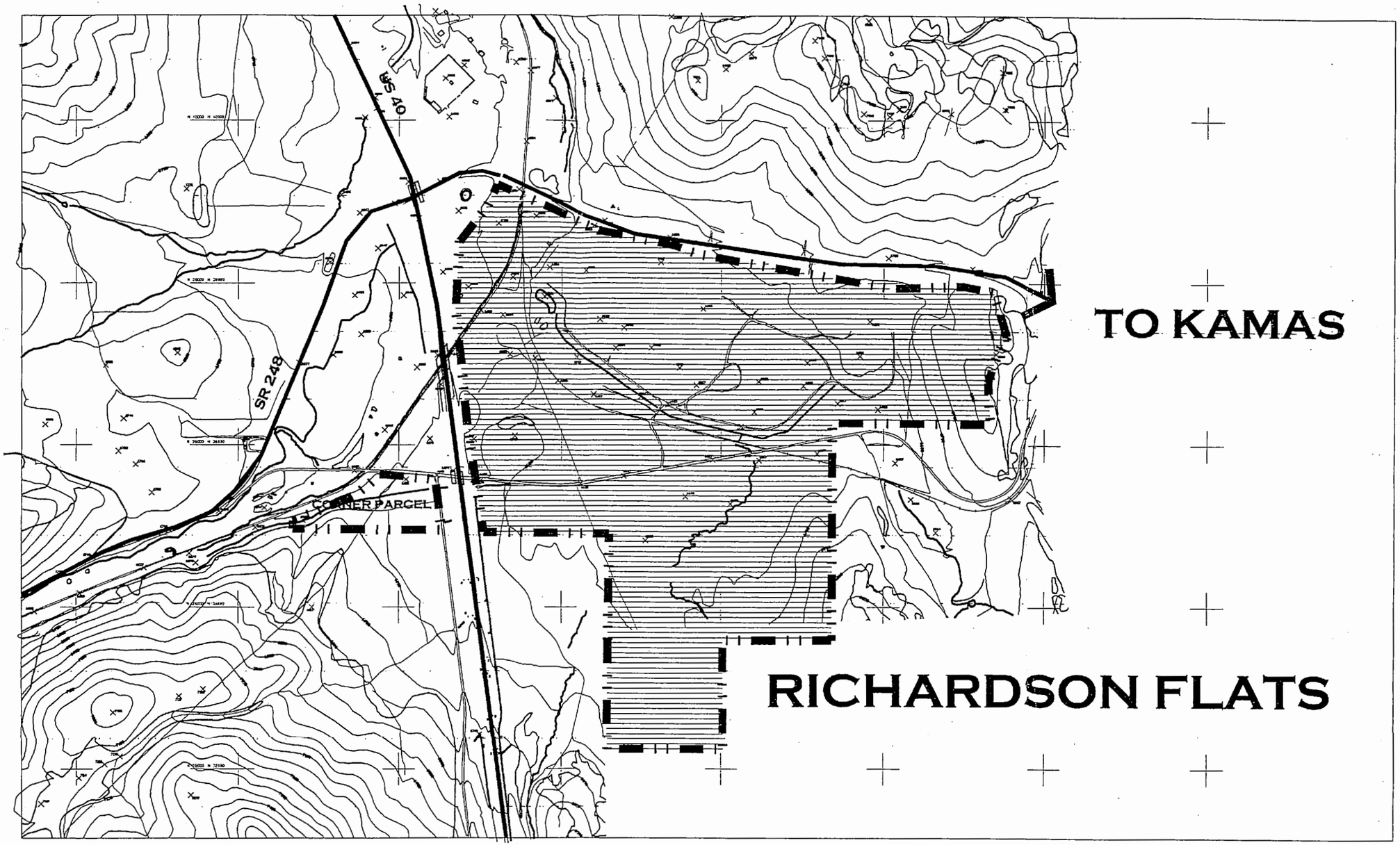
SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1728
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT B


TRI-COUNTY PEAK
TO BRIGHTON
PUBLIC PARKING - 15 CARS
SALT LAKE COUNTY
10,420'
BLOOD LAKE
GIRL SCOUT CAMP
BRIMHALL LAKE
SILVER LAKE
SILVER LAKE ISLET
LAKE LACKAWAXEN
CLAYTON PEAK
BRIGHTON ESTATES
PUBLIC PARKING
TO MIDWAY
A
B
C
JUNE 1999
0 400 800 2000
BONANZA MOUNTAIN
WASATCH COUNTY, UTAH
PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011
LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1738
PARK CITY, UTAH 84060
(801) 647-7744
EXHIBIT C



RICHARDSON FLATS PARCEL

APRIL 1999

0 400 800 2000

SUMMIT COUNTY, UTAH

SUMMIT COUNTY, UTAH

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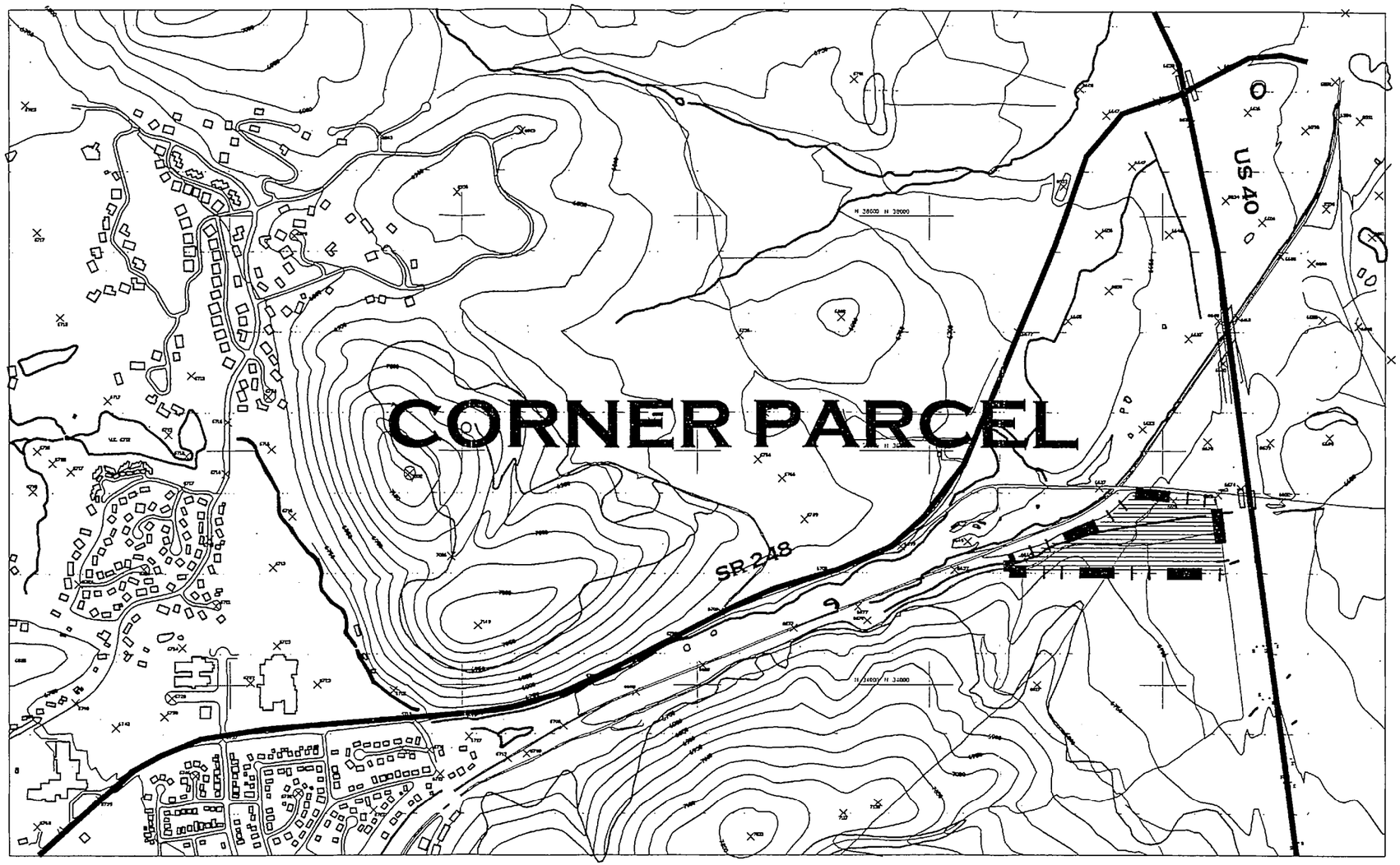
(801) 647-7744

EXHIBIT D



CORNER PARCEL

APRIL 1999

0 400 800 2000

SUMMIT COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-9011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1725
PARK CITY, UTAH 84969
(801) 647-7744

EXHIBIT E

SKI AREA PLAN

DEER VALLEY RESORT COMPANY

EXISTING SKI RUNS (NAMED)

PROPOSED SKI RUNS (NUMBERED)

EXISTING SKI LIFTS (NAMED)

PROPOSED SKI LIFTS (LETTERED)

NOTE:
THIS EXHIBIT IS NOT INTENDED TO BE A SURVEY OF BOUNDARY AND PLANIMETRIC FEATURES SHOWN. MAP ACCURACY IS LIMITED TO GENERAL DESCRIPTIVE PURPOSES ONLY.

400 0 400 800 FEET

Exhibit F

SHANER
Design Graphics

ANCHOR

EMPIRE CANYON EXPRESS QUAD CHAIR LIFT

DALY WEST

PROPOSED PUBLIC ROAD

PROPOSED ROUND ABOUT

EXISTING GAURDSMAN ROAD ABANDONED

PROPOSED PUBLIC ROAD

FUTURE VILLAGE ROAD

ONTARIO MINE

PROPOSED PRIVATE ROAD

PROPOSED RE-ALIGNMENT TO GAURDSMAN ROAD

RUBY CHAIR LIFT

NORTH SIDE QUAD CHAIR LIFT

PROPOSED PRIVATE ROAD

EXISTING GAURDSMAN ROAD

PROPOSED OVERPASS

PROPOSED PRIVATE ROAD

ACCESS GATE

RED CLOUD CHAIR LIFT

QUINCY CHAIR LIFT

VIKING CHAIR

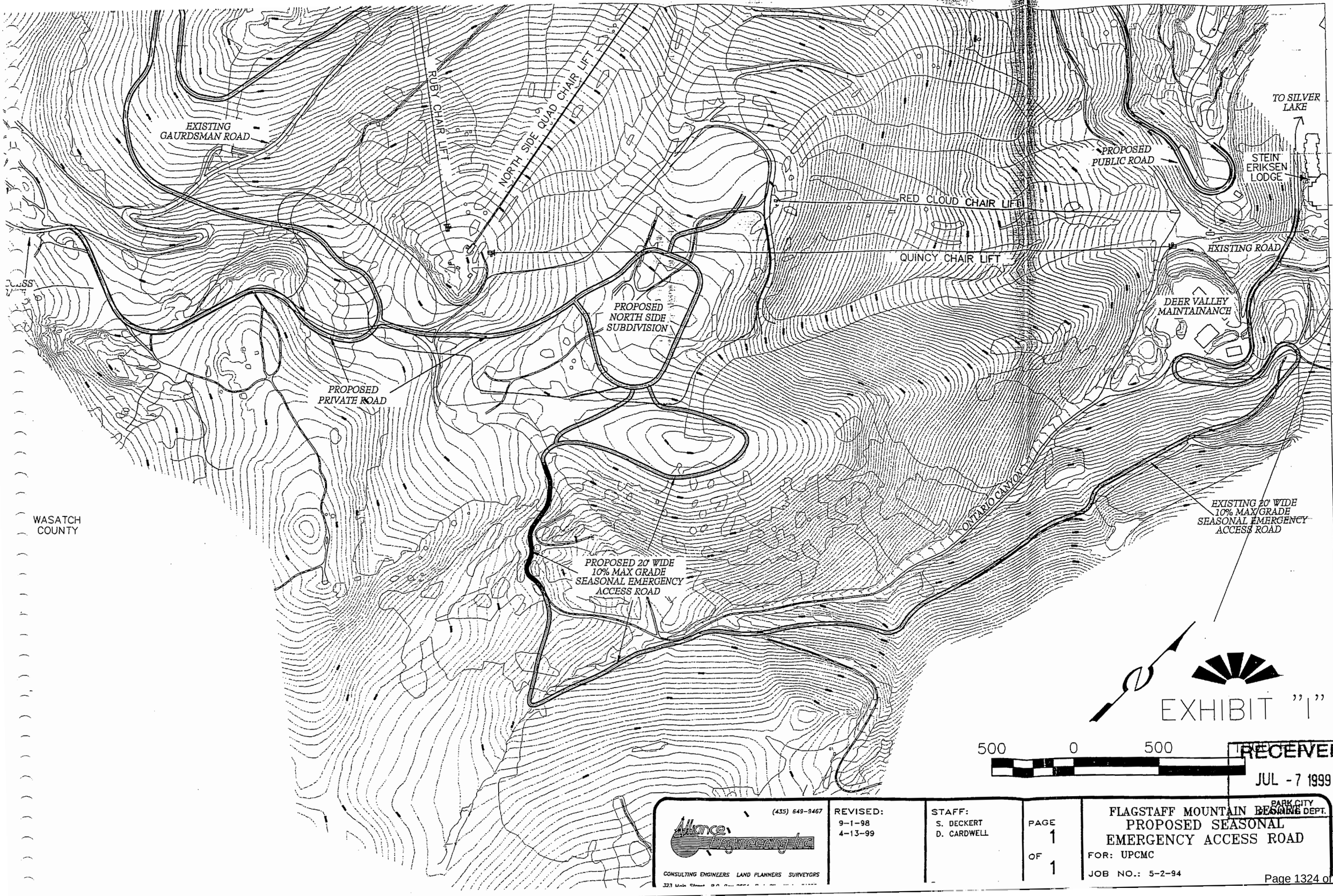
WASATCH COUNTY

EXHIBIT "H"

500 0 500 1000 FEET

RECEIVED
JUL - 2 1999
PARK CITY PLANNING DEPT.

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED: 9-1-98 1-13-99 4-13-99 6-9-99	STAFF: S. DECKERT D. CARDWELL DATE: 6-22-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT GAURDSMAN RE-ALIGNMENT PROPOSED PUBLIC/PRIVATE ROADS FOR: UPCMC JOB NO.: 5-2-94 FILE: \UPCMC\OVERALL\D\ROAD-EX



RECEIVED
JUL - 7 1999
PARK CITY PLANNING DEPT.

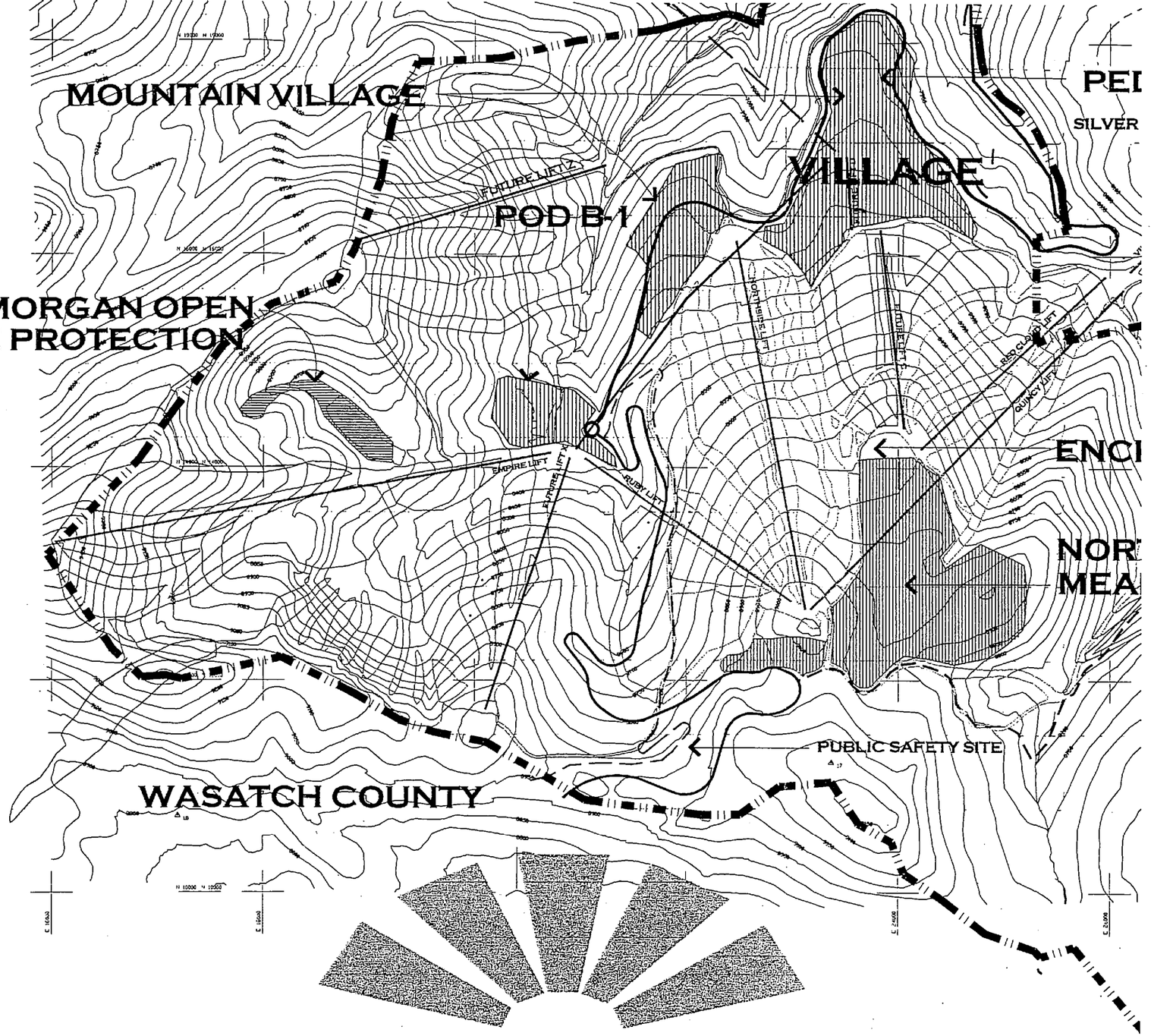
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

REVISED:
9-1-98
4-13-99

STAFF:
S. DECKERT
D. CARDWELL

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
PROPOSED SEASONAL EMERGENCY ACCESS ROAD
FOR: UPCMC
JOB NO.: 5-2-94



FLAGSTAFF MOUNTAIN RESORT

SUMMIT COUNTY, UTAH

JUNE 1999

0 400 800 2000

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
P. O. BOX 1450
PARK CITY, UTAH 84060
(801) 649-8011

LANDPLANNING:
JOSEPHSON DESIGN
P.O. Box 1726
PARK CITY, UTAH 84969
(801) 647-7744

EXHIBIT J

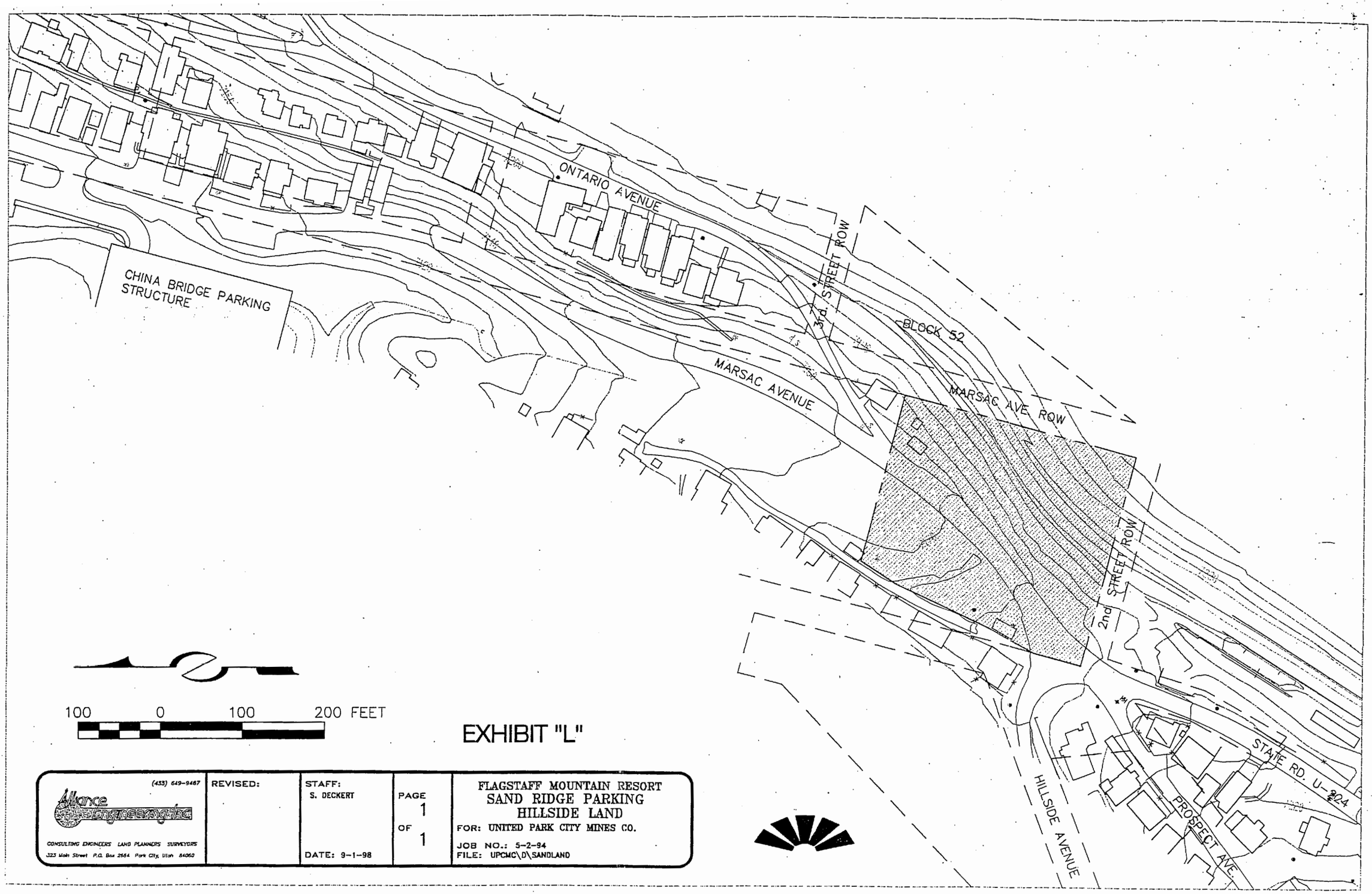


EXHIBIT "L"

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060	REVISED:	STAFF: S. DECKERT DATE: 9-1-98	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT SAND RIDGE PARKING HILLSIDE LAND FOR: UNITED PARK CITY MINES CO. JOB NO.: 5-2-94 FILE: UPCMC\D\SANDLAND

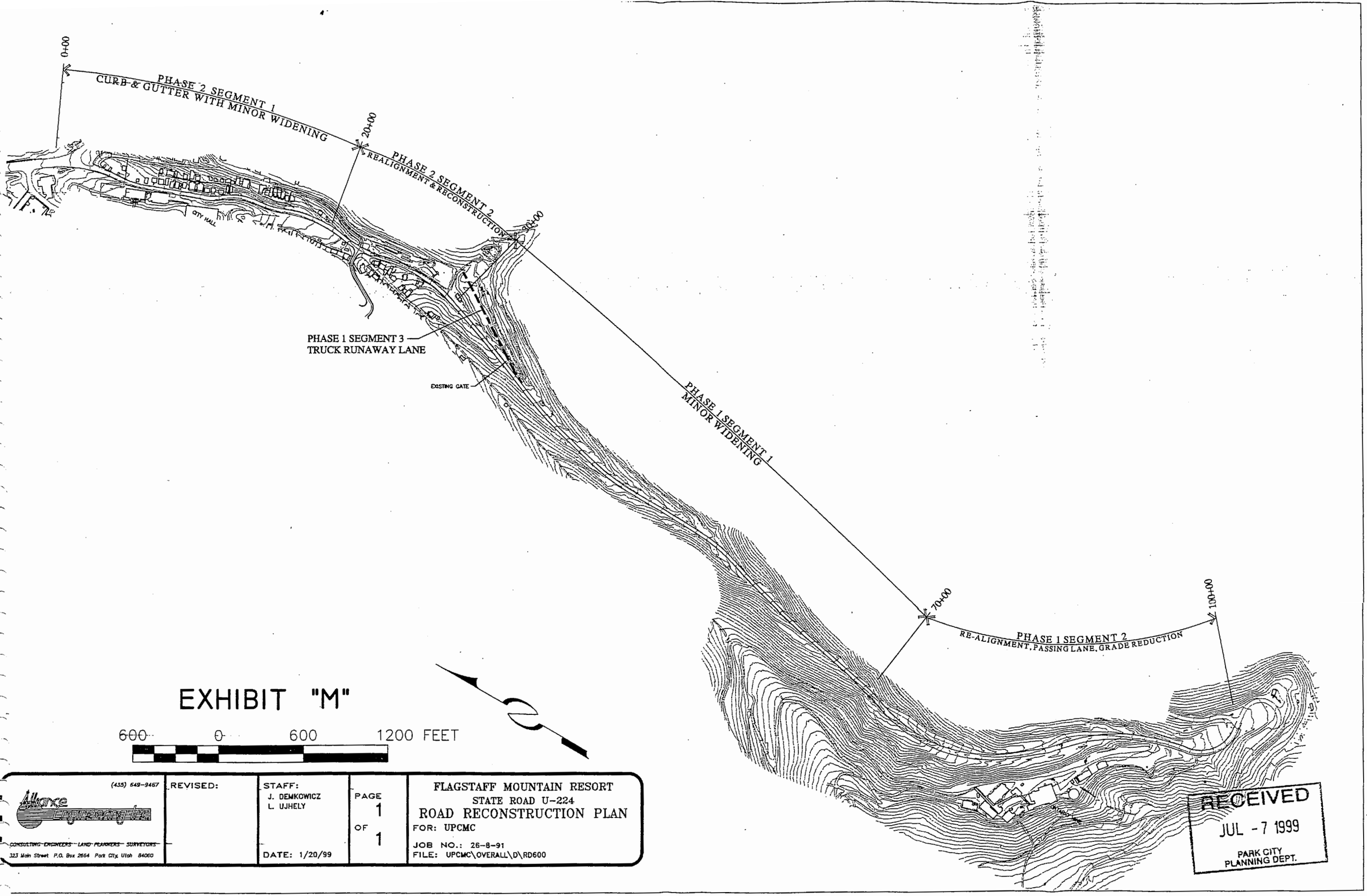


EXHIBIT "M"

600 0 600 1200 FEET

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

REVISED:

STAFF:
J. DEMKOWICZ
L. UJHELY

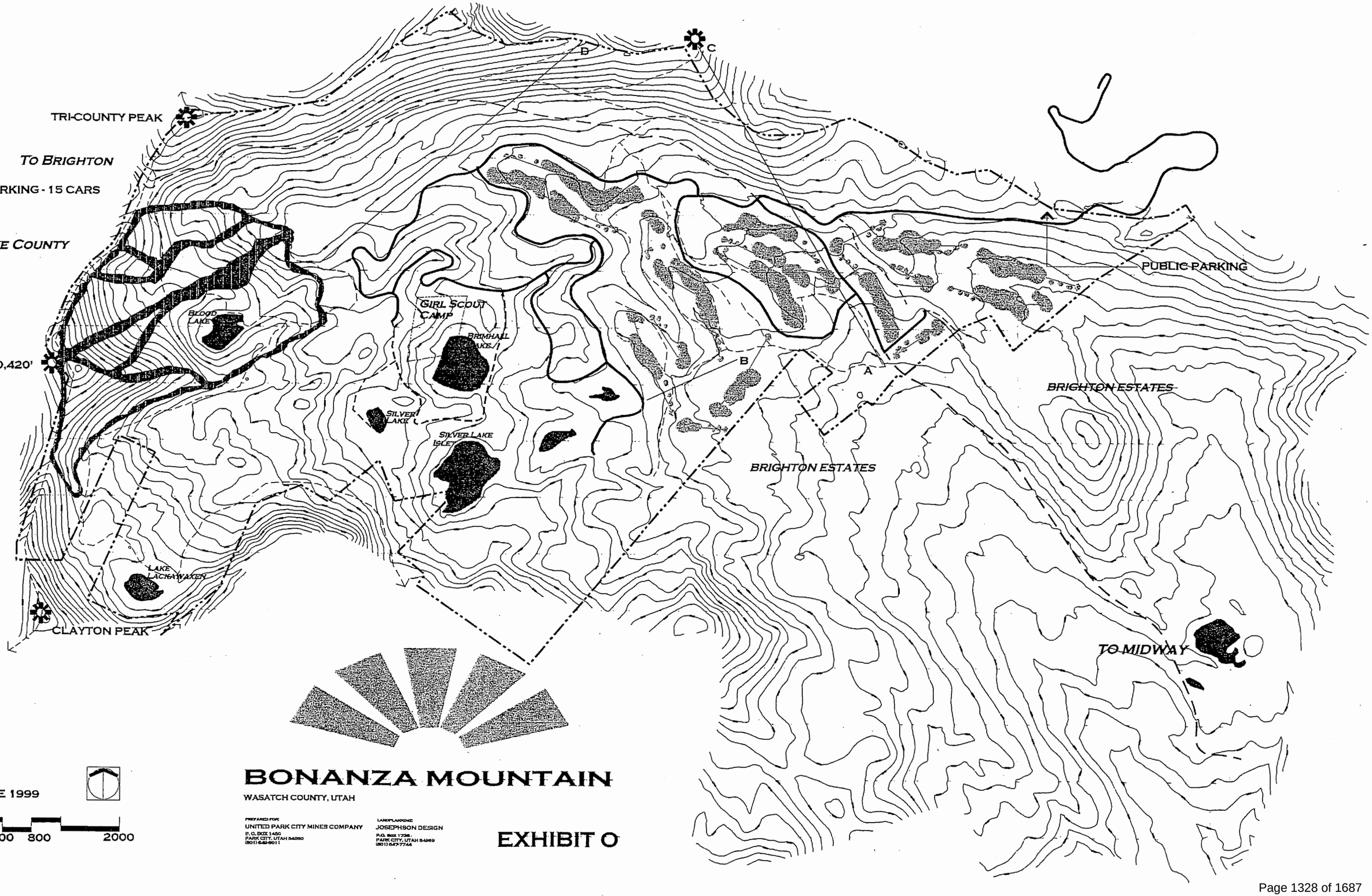
DATE: 1/20/99

PAGE 1 OF 1

FLAGSTAFF MOUNTAIN RESORT
STATE ROAD U-224
ROAD RECONSTRUCTION PLAN
FOR: UPCMC

JOB NO.: 26-8-91
FILE: UPCMC\OVERALL\D\RD600

RECEIVED
JUL - 7 1999
PARK CITY
PLANNING DEPT.



BONANZA MOUNTAIN

WASATCH COUNTY, UTAH

PREPARED FOR:
UNITED PARK CITY MINES COMPANY
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(801) 649-8011

LANDPLANNING:
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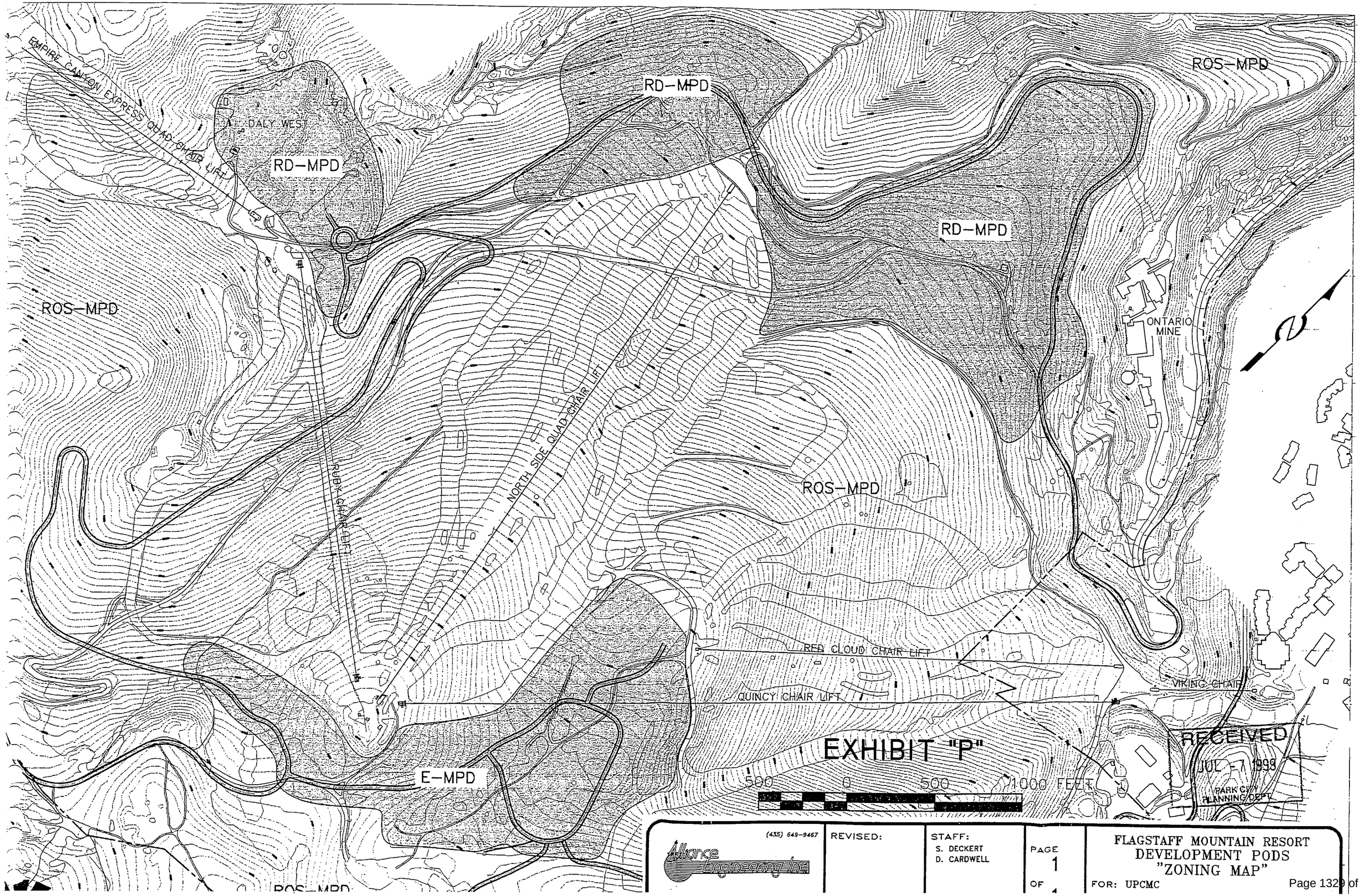
PARK CITY, UTAH 84060
(801) 647-7744

EXHIBIT O



(435) 649-9467 Alliance Engineering Inc	REVISED:	STAFF: S. DECKERT D. CARDWELL	PAGE 1 OF 1	FLAGSTAFF MOUNTAIN RESORT DEVELOPMENT PODS "ZONING MAP" FOR: UPCMC

SENSITIVE LAND OVERLAY STUDY:
GUARDSMAN (WATER TANK) SUBDIVISION
EMPIRE PASS, PARK CITY, UT 84060

BY MICHAEL DEMKOWICZ, P.E. P.L.S
PRESIDENT OF ALLIANCE ENGINEERING, INC.
July 3, 2025

2700 Homestead Suite 50 & 60, Park City, Utah

P.O. Box 2664 | Office: 435-649-9647

Chapter 2.21.3 Sensitive Lands OverlayZone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A) Require dedicated open space in aesthetically and environmentally sensitive Areas;
B) Encourage preservation of large expanses of open space and wildlife habitat;
C) Cluster development while allowing a reasonable use of property;
D) Prohibit development on ridge line areas, steep slopes, and wetlands; and
E) Protect and preserve environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

A) **SENSITIVE LAND ANALYSIS**

- Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

B) **APPLICATION OF OVERLAY ZONE REGULATIONS**

- Regulatory standards apply to the type of sensitive land delineated.

C) **SITE DEVELOPMENT SUITABILITY DETERMINATION**

- Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

D) **HARDSHIP RELIEF**

- If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

SENSITIVE LAND ANALYSIS:

1) **Slope/Topographic Map**

- A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

2) **Ridge Line Area**

- A map depicting all crests of hills and ridge line areas.

3) **Vegetative Cover**

- A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.
- The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

4) **Designated Entry Corridors and Vantage Points**

- Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

5) **Wetlands**

- A map delineating all wetlands established by using the 1987 *Federal Manual for identifying and Delineating Jurisdictional Wetlands,* as amended. **See Section 15-2.21-6.**

6) **Stream Corridors, Canals, and Irrigation Ditches.**

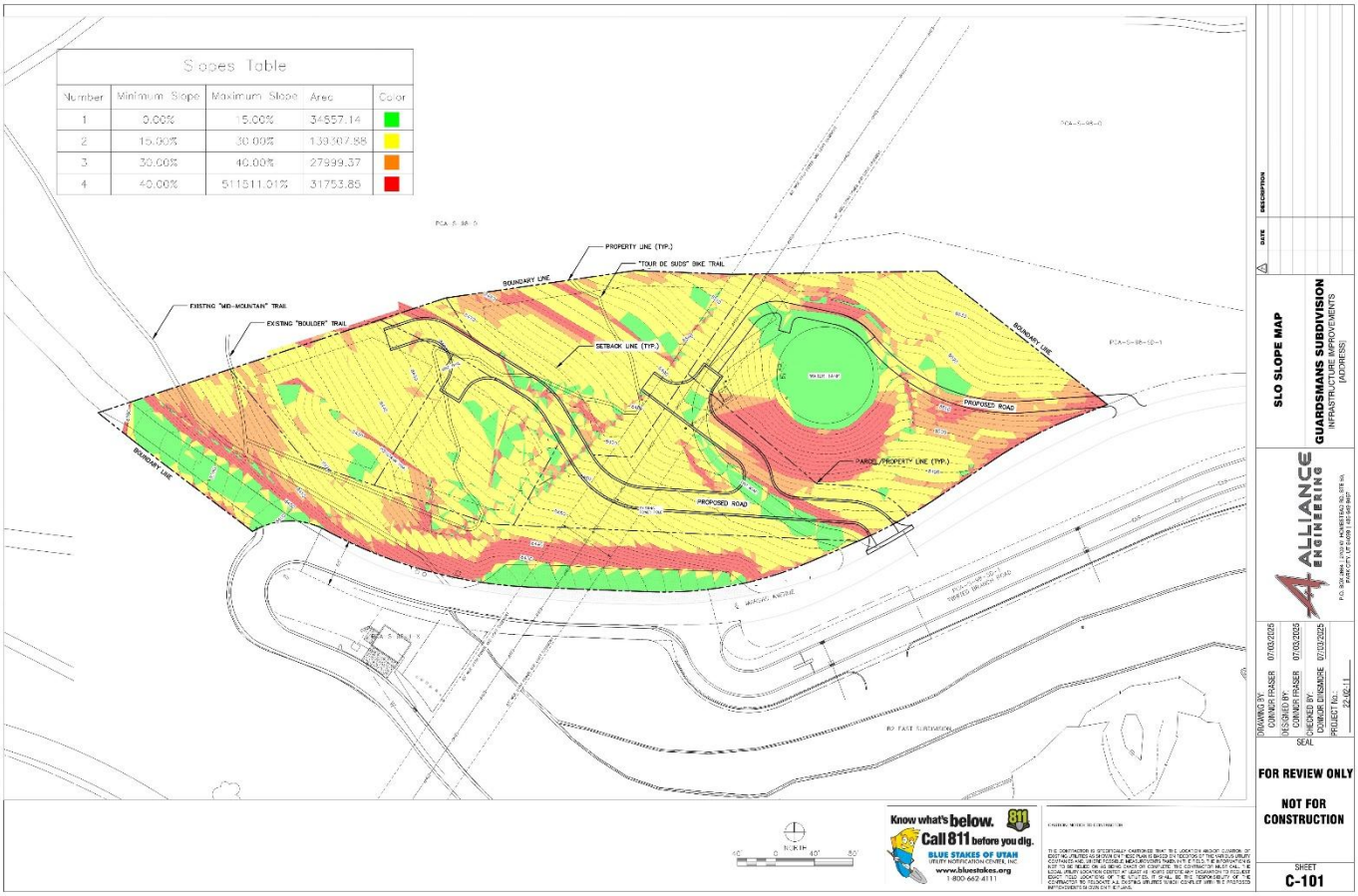
- A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

7) **Wildlife Habitat Areas**

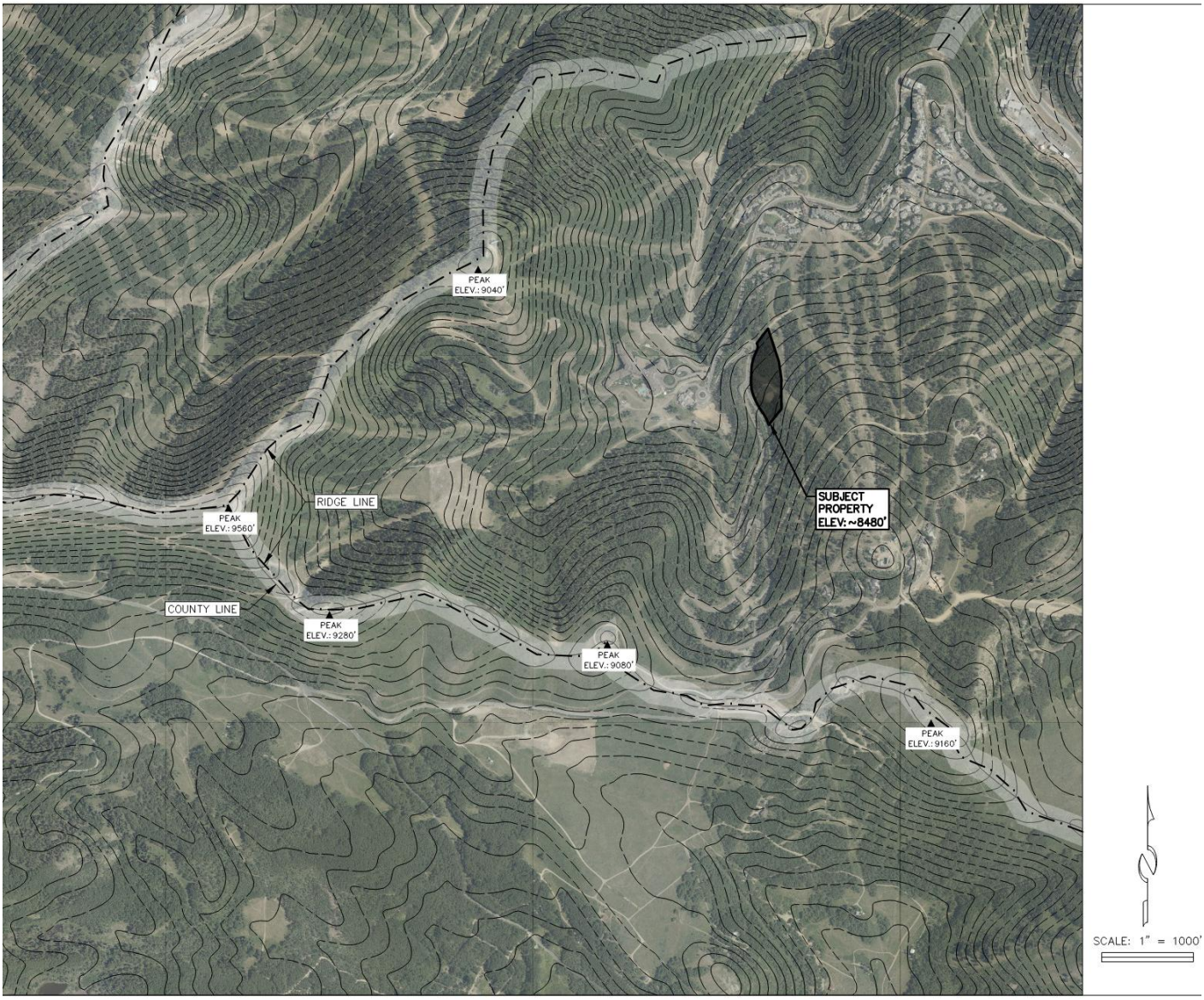
- A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

Topographic Map and Slope Analysis:

See attached Appendix



Ridge Line Study:



A field survey and topographic study was performed by Alliance Engineering. The found subject property exists between elevations 8380’ and 8530’. The topography indicates subject property does not exist on any ridge lines.

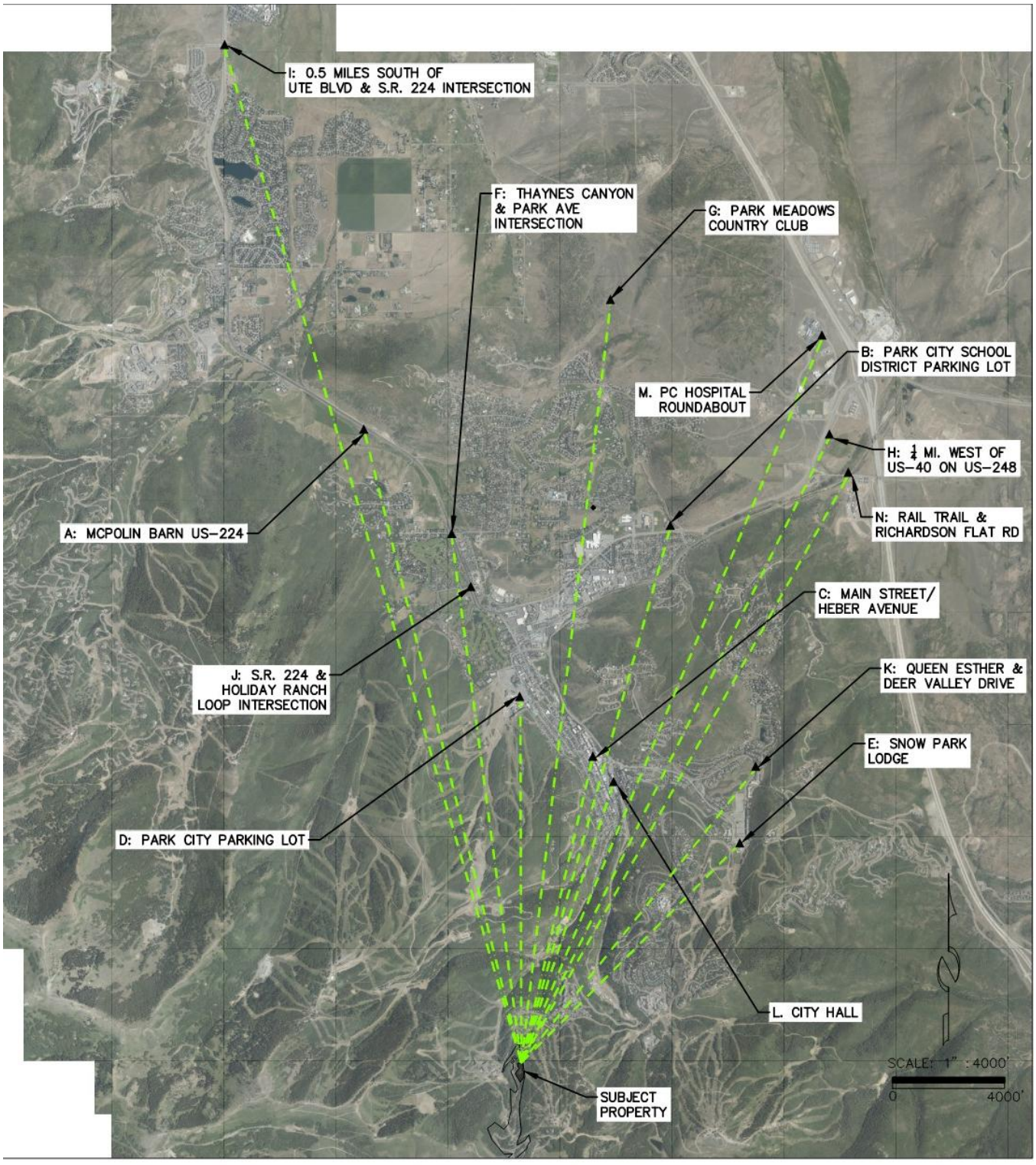
Topographic contours displayed above were collected from public databases (2018 USGIS) and serve as a visual aide for the purposes of this document.

Vegetative Cover:

See - **Bio-West report dated June 20,2025** - for field survey of existing vegetation affected by the proposed building addition. The site currently has existing disturbance from an existing water tank and access toad.,. The project will re-establish the existing “mid-mountain” biking/hiking trail. The proposed road design will utilize the existing access road to the water tank to reduce disturbance and effect less of the on-site vegetation. Subject property to be re-vegetated with landscape improvements as part of project conditions set forth in a landscape plan to accompany the building permit.



Designated Entry Corridors and Vantage Points:





DESIGNATED ENTRY CORRIDOR VANTAGE POINT “A” – McPolin Barn (3000 SR U.S. 224)

Vantage Point “A” is 4.43 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “B” – Park City School District Campus

Vantage Point “B” is 3.77 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “C” – Intersection of Main Street and Heber Avenue.

Vantage Point “C” is 1.77 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “D” – Park City Ski Area Base

Vantage Point “D” is 2.13 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



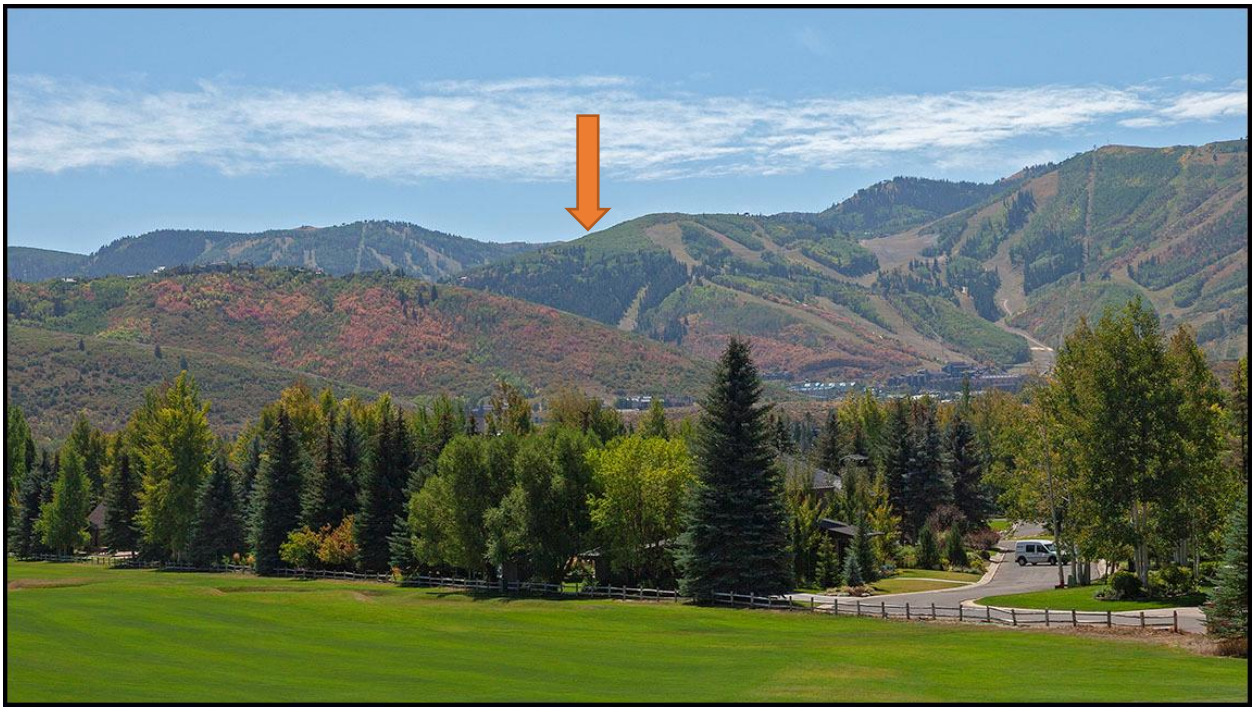
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “E” – Snow Park Lodge

Vantage Point “E” is 1.79 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “F” – Thaynes Canyon & Park Ave

Vantage Point “F” is 2.79 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “G” – Park Meadows Golf Course Club House

Vantage Point “G” is 4.18 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “H” – Highway 248, ¼ mile from US40

Vantage Point “H” is 4.88 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



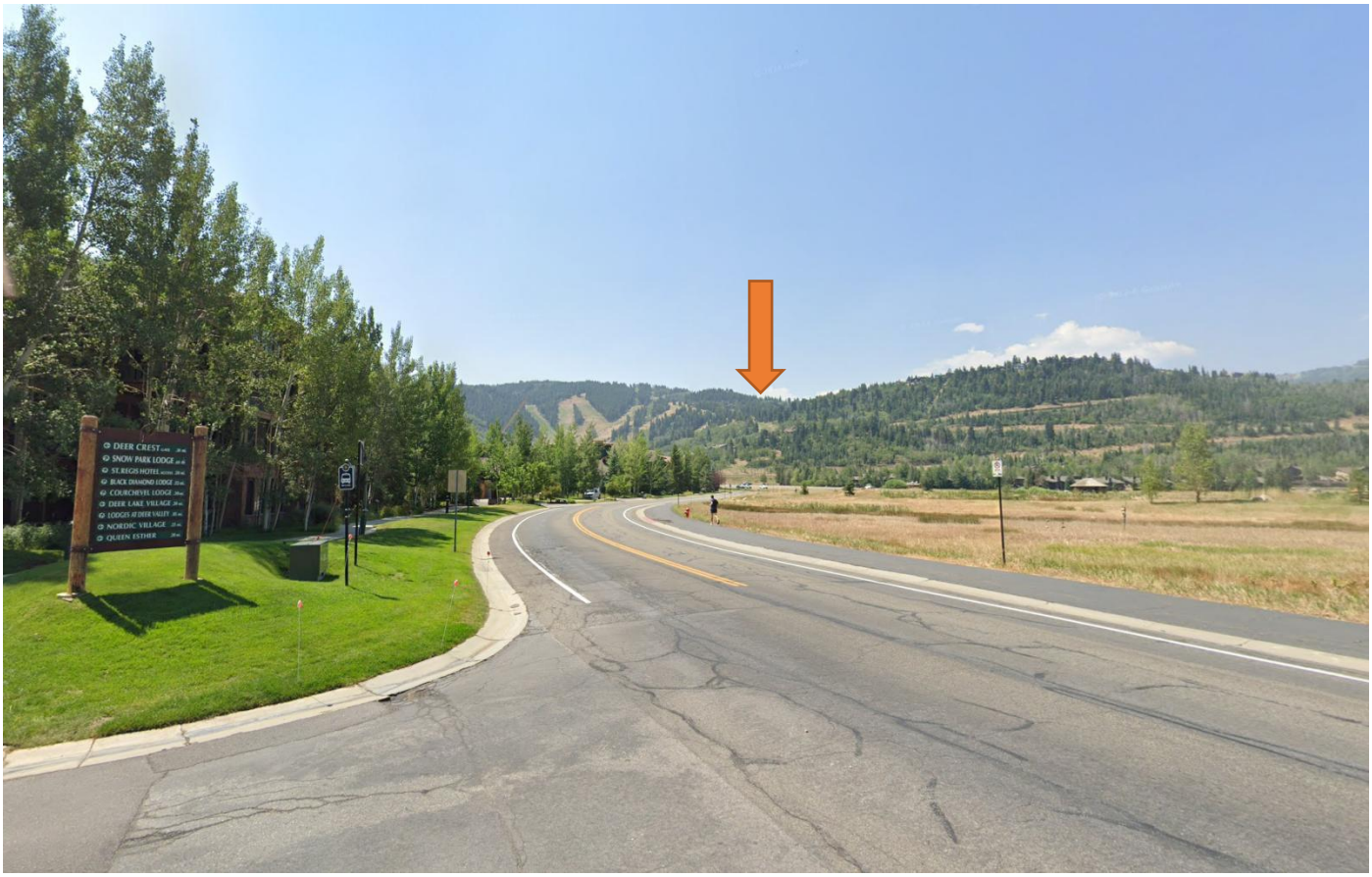
DESIGNATED ENTRY CORRIDOR VANTAGE POINT “I” – Highway 224, 0.5 miles south of Ute Blvd. & SR 224 Intersection

Vantage Point “I” is 7.13 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “J” – S.R. 224 and Holiday Ranch Loop Road

Vantage Point “J” is 3.83 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “K” – Queen Esther and Deer Valley Drive Intersection

Vantage Point “K” is 2.59 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “L” – City Hall (445 Marsac Avenue)

Vantage Point “L” is 2.11 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “M” – Park City Hospital (900 Round Valley Drive)

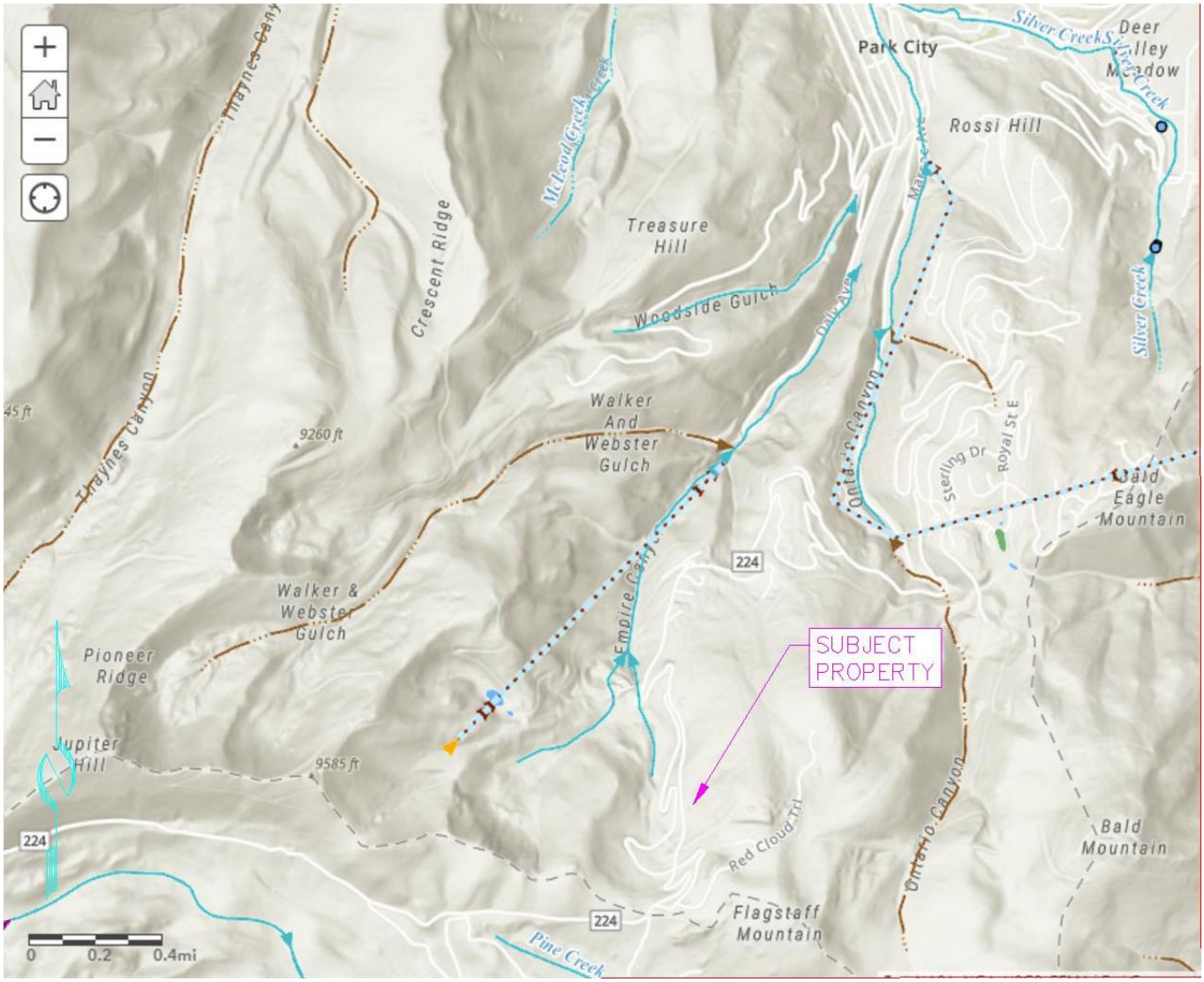
Vantage Point “M” is 5.39 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “N” – Rail Trail and Richardson Flat Rd. Intersection

Vantage Point “N” is 4.62 miles from the project. GAURDSMAN SUBDIVISION is not visible from this vantage point.

Wet Lands, Stream Corridors, Canals, and Irrigation Ditches:



Subject property is not affected by any designated wetlands, streams, canals, or irrigation ditches as determined by national hydrology dataset from USGS data updated July 2023.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Existing drainage areas on site will be maintained and protected as necessary under storm water pollution prevention plan best practices.

Wildlife Habitat Areas:

GUARDSMAN SUBDIVISION site is identified as wildlife habitat on the Utah Department of Natural Resources website for the following specied: black bear, moose, mule deer, elk, and snowshoe hare. Due to the developed nature of the surrounding areas, it is assumed that development within the property will not be a detriment to the wildlife. Occasional wildlife can be anticipated in the area. The following are exhibitions of the habitat areas within and surrounding the property:

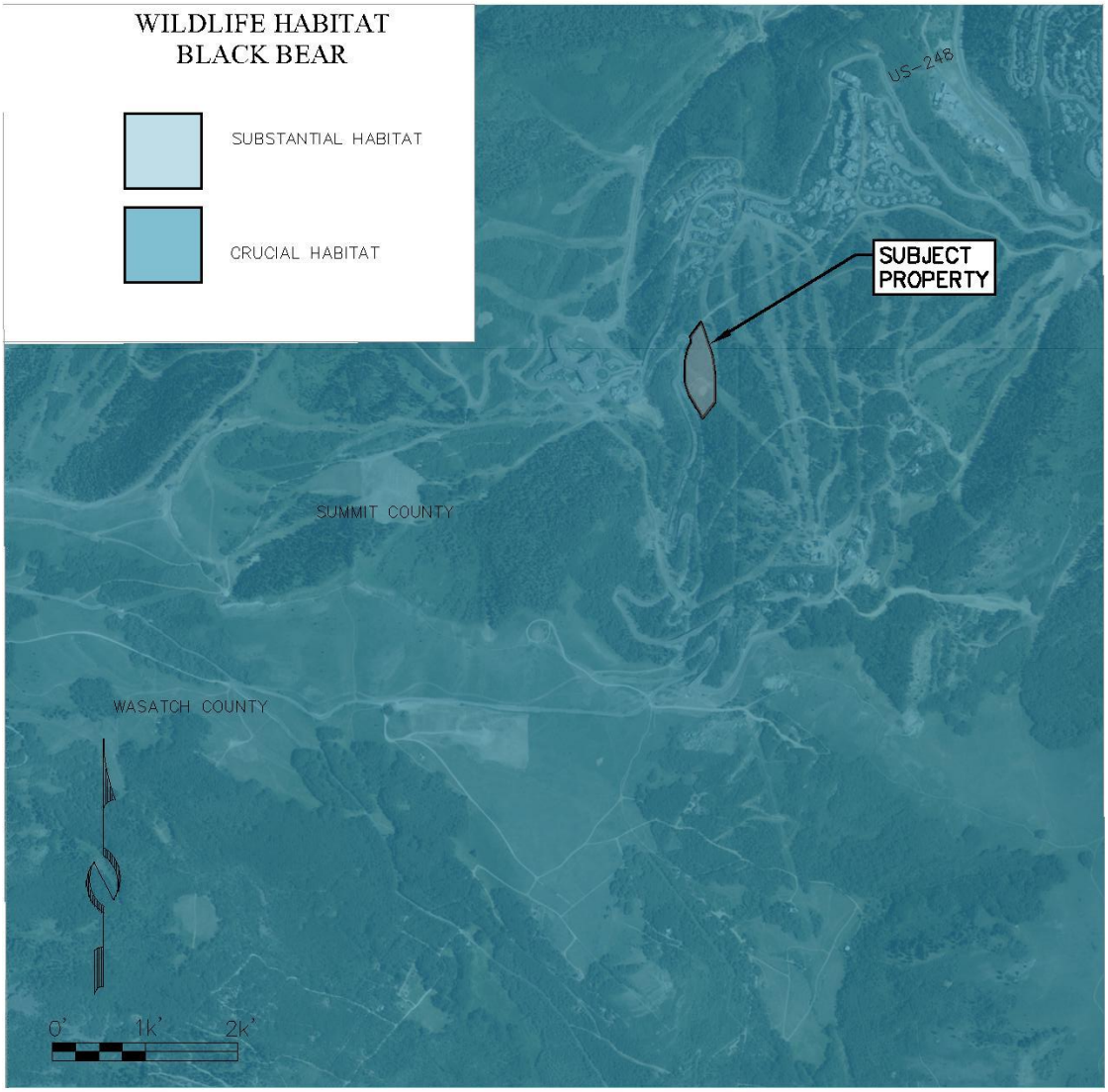


FIGURE 7.1: Shows a crucial, year-long habitat for the regional Black Bear.

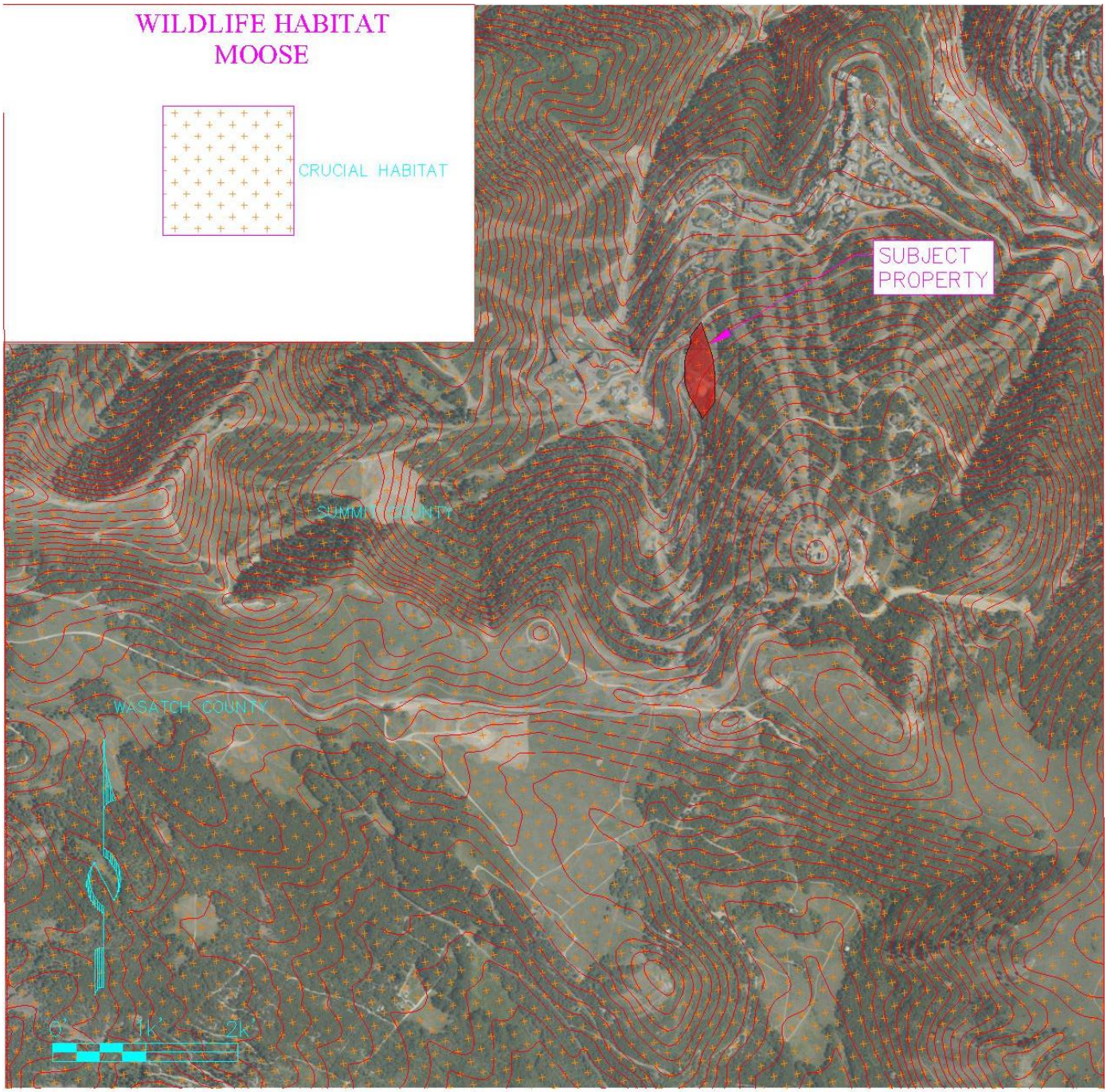


FIGURE 7.2: Shows a crucial, year-long crucial habitat for the regional Moose.

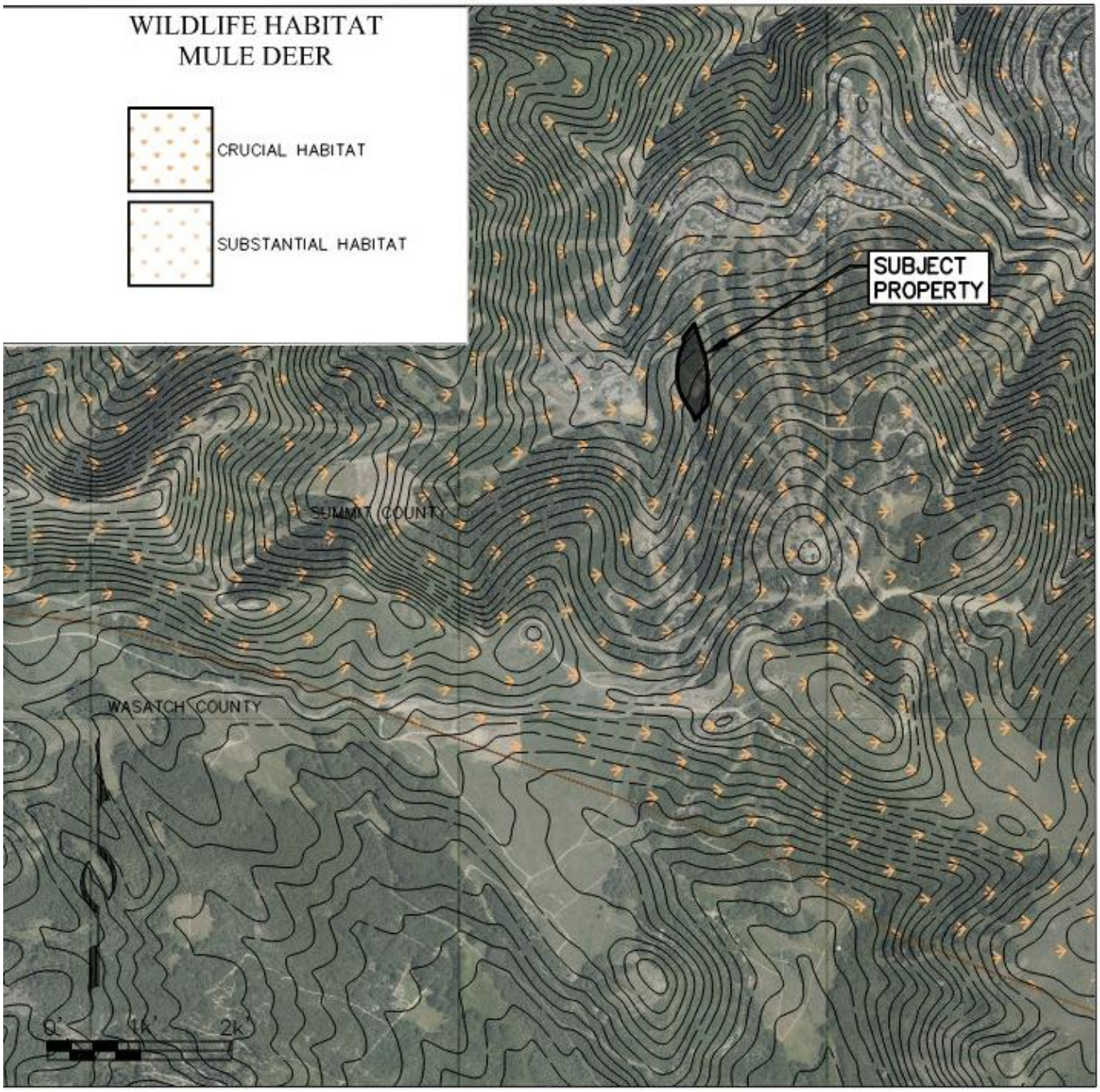


FIGURE 7.3: Shows a crucial, seasonal (Summer) habitat for the regional Mule Deer.

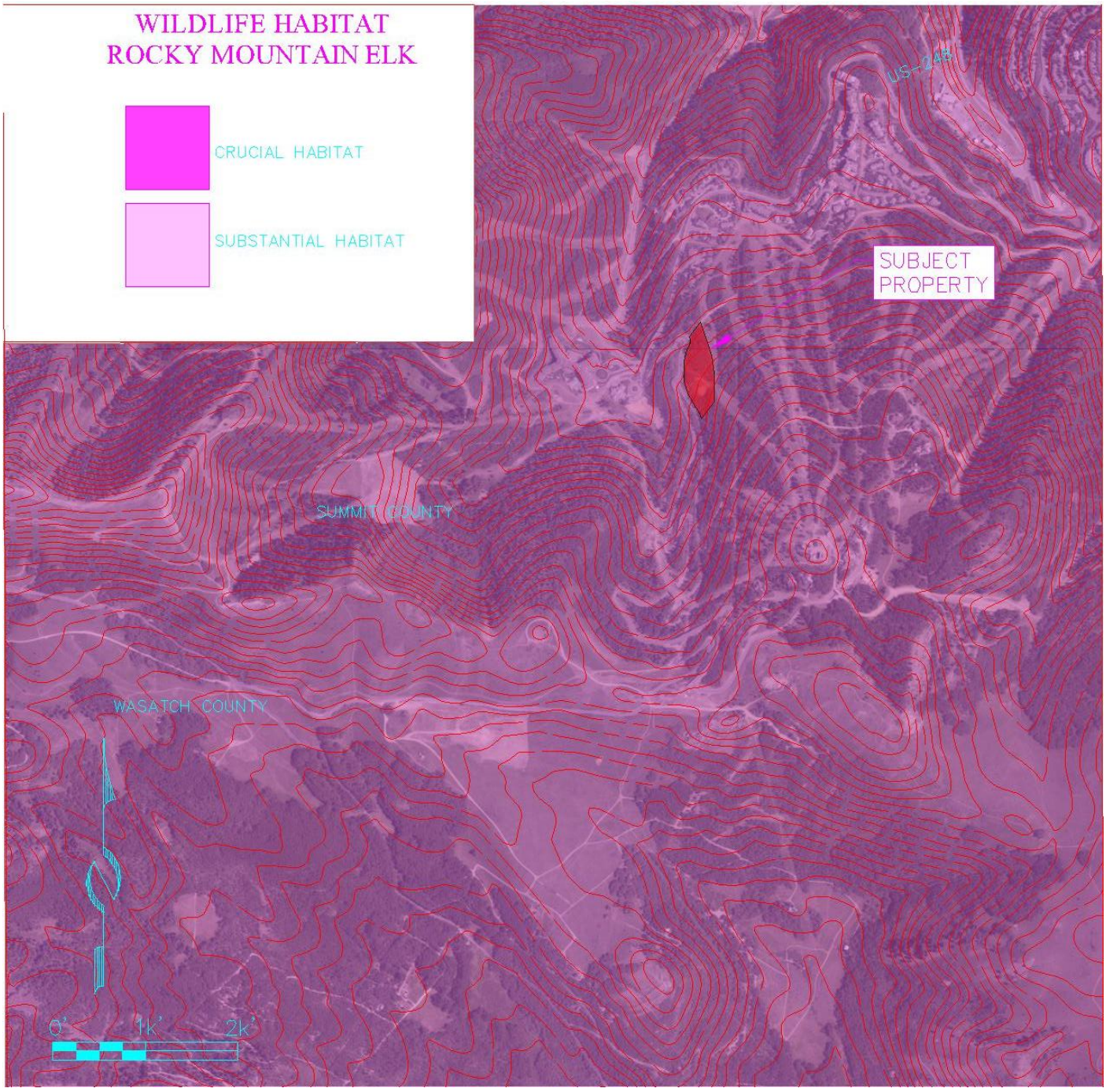


FIGURE 7.4: Shows a crucial habitat for the Rocky Mountain Elk.



FIGURE 7.5: Shows a crucial, year-long habitat for the Snowy Shoe Hare.

BIO-WEST Inc.
1063 West 1400 North
Logan, Utah
84321-2291
Ph: 435.752.4202
Fx: 435.752.0507
www.bio-west.com

Environmental Analysis and Permitting

Geology/ Hydrogeology and Remediation

Fisheries and Aquatic Ecology

GIS Planning and Analysis

Landscape Architecture and Environmental Planning

Vegetation Resources

Watershed Sciences

Wetland Resources

Wildlife Resources

June 20, 2025

Mr. Douglas Ogilvy
Clachan Development, LLC
741 Martingale Lane
Park City, UT 84098

Subject: Wildlife and Environmental Impacts and Recommendations- Marsac Avenue Parcels, Park City, Summit County, Utah

Dear Mr. Ogilvy:

BIO-WEST, Inc. (BIO-WEST) is pleased to provide you with this report regarding potential wildlife and native vegetation community impacts and recommendations to minimize and mitigate those impacts, for the Marsac Avenue parcels (survey areas), located in Park City, Summit County, Utah. The survey areas are composed of two separate proposed development sites. The Summit County parcel numbers and acreages are PCA-S-98-SD-5 (1.52-acres), PCA-S-98-SD-1-A (2.42-acres), and PCA-S-98-II-X (3.03-acres). For purposes of this report, the 1.52-acre parcel will be referred to as the north survey area, and the 2.42-acre parcel and 3.03-acre parcel will be combined (5.45-acres), and referred to as the south survey area. Figures 1 and 2 illustrate the location and topography of the survey areas. Both of the survey areas are located adjacent to Marsac Avenue, approximately 1.4 miles (north survey area), and 2 miles (south survey area), south of Park City, Utah. The north survey area is located within an elevation range of approximately 7,920 feet above mean sea level (amsl), to 8,055 feet amsl. The south survey area is located within an elevation range of approximately 8,400 feet amsl, to 8,550 feet amsl.

The survey areas are proposed for residential and vacation development projects, as both condominiums and single family homes. Potential vegetation and wildlife community impacts due to the project have been assessed and recommendations for mitigation of the impacts are provided here. The assessment is guided by the elements required by the Park City Sensitive Lands Requirements for Wildlife Habitat Analysis.

The resource areas of focus for the impact assessment include native vegetation, native wildlife (including migratory birds), and any sensitive species or other resources of interest. Impact mitigation recommendations are provided at the end of the report.

Existing Resources

The existing resources have been documented through a combination of a preliminary desktop analysis and a follow up site visit to view existing conditions in person. A BIO-WEST Ecologist visited the survey areas on June 12, 2025. A survey areas photo log is included with this report to provide a general view of existing conditions.

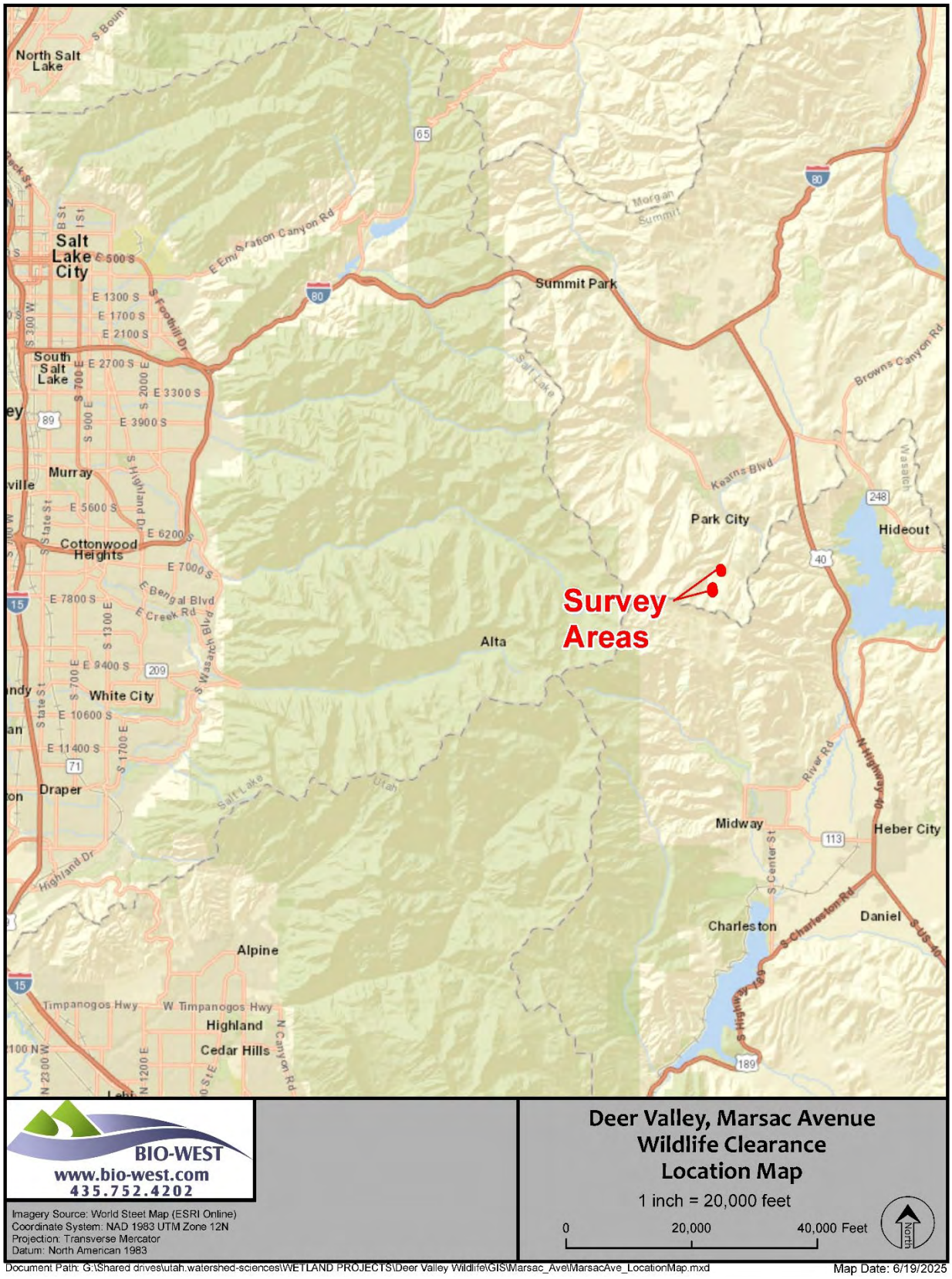


Figure 1. Survey Areas Location Map

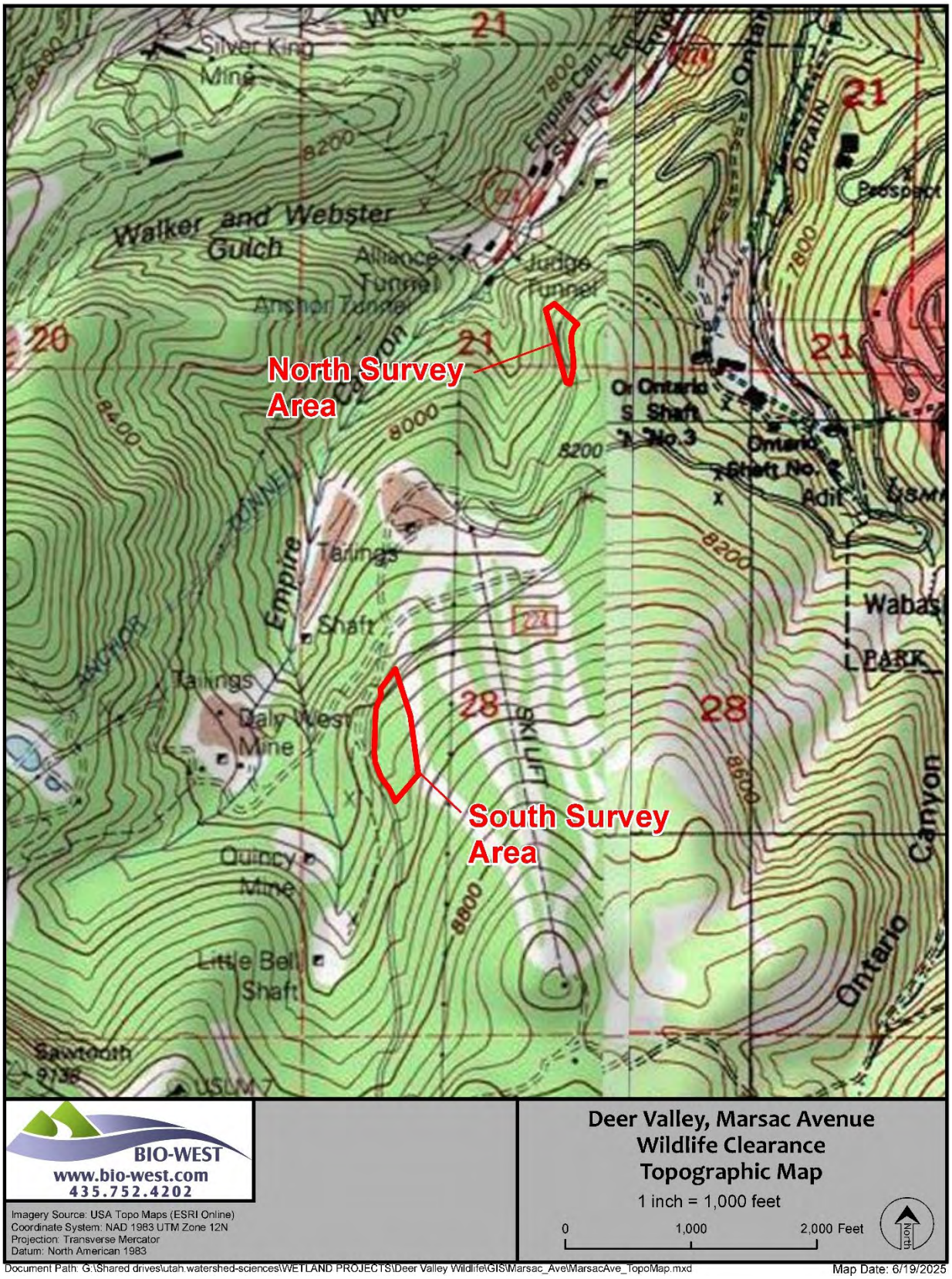


Figure 2. Survey Areas Topographic Map

The preliminary desktop analysis primarily utilized the Wildlife Habitat Analysis Tool (WHAT) report generator provided by the Utah Division of Wildlife Resources, in addition to the U.S. Fish & Wildlife Service's, IPaC (Information for Planning and Consultation) report generator. Both of the generated reports are attached to this letter. A brief description of the resource features identified from the preliminary desktop analysis and the survey areas site visit is provided below.

The north survey area is located on a steep west facing slope adjacent to Marsac Avenue. The north survey area currently supports sporadic native tree cover, dense shrubs, and a combination of native and non-native grasses and forbs. The dominant vegetation on the north survey area is aspen (*Populus tremuloides*), bigtooth maple (*Acer grandidentatum*), and chokecherry (*Prunus virginiana*). The larger aspen trees on this survey area appear to be stressed and many are dead and remain as dead standing timber. The north survey area appears to have been subject to tree clearing and ground disturbance over the past several decades. The surrounding highway and vacation condominium construction may have also altered the hydrology of the area, making it more conducive to drying out, which could also be a reason for the existing aspen tree stress and mortality. During the site visit, the vegetation that was visible and identifiable was documented. Vegetation identified during the site visit is listed in Table 1 below.

Table 1. Vegetation Identified Within the Survey Areas

Common Name	Scientific Name	Growth Form
Subalpine Fir	*Abies lasiocarpa*	Tree
Blue Spruce	*Picea pungens*	Tree
White Fir	*Abies concolor*	Tree
Quaking Aspen	*Populus tremuloides*	Tree
White Spruce	*Picea glauca*	Tree
Douglas Fir	*Pseudotsuga menziesii*	Tree
Bigtooth Maple	*Acer grandidentatum*	Shrub
Gamble Oak	*Quercus gambelii*	Shrub
Wood's Rose	*Rosa woodsii*	Shrub
Sagebrush	*Artemisia tridentata*	Shrub
Snowberry	*Symphoricarpos occidentalis*	Shrub
Oregon Grape	*Berberis repens*	Shrub
Chokecherry	*Prunus virginiana*	Shrub
Common Ninebark	*Physocarpus opulifolius*	Shrub
Western Serviceberry	*Amelanchier alnifolia*	Shrub
Rubber Rabbitbrush	*Ericameria nauseosa*	Shrub
Smooth Brome	*Bromus inermis*	Herbaceous (Grass)
Plumeless Thistle	*Carduus nutans*	Herbaceous (Listed Noxious Weed)
Common Dandelion	*Taraxicum officinale*	Herbaceous
Tall Fringed Bluebells	*Mertensia ciliata*	Herbaceous
English Plantain	*Plantago lanceolata*	Herbaceous
Intermediate Wheatgrass	*Thinopyrum intermedium*	Herbaceous
Common Yarrow	*Achillea millefolium*	Herbaceous
Mullein	*Verbascum thapsus*	Herbaceous
Sedge	*Carex* sp.	Herbaceous

The south survey area currently supports a high quality, mature aspen and mixed conifer forest, along with some weedy disturbed areas associated with the existing water tank and infrastructure. The dominant vegetation is aspen, white fir (*Abies concolor*), subalpine fir (*Abies lasiocarpa*), and snowberry (*Symphoricarpos occidentalis*). The south survey area has been subject to past land clearing and disturbance associated with the large water tank on the south half of the property. The south survey area also has a high voltage power line running through the center of the property in a northwest to southeast direction. The south survey area is adjacent to Marsac Avenue and a winter ski run.

Game trails with Elk *(Cervus canadensis)* and Mule Deer (*Odocoileus hemionus)* tracks and scat were observed surrounding the survey areas during the site visit. Mule Deer tracks and scat were observed. It is likely that Elk and Mule Deer are utilizing the survey areas for habitat. Table 2 lists the wildlife species observed during the survey areas visit. It is very likely that both of the sites within the survey areas are being utilized for migratory bird nesting due to the high prevalence of native shrubs and trees present. The block of mature forest in the south survey area is the highest quality wildlife habitat present within either site.

Table 2. Wildlife Identified Within the Survey Areas

Common Name	Class	Scientific Name	Observation
House Finch	Bird	*Haemorhous mexicanus*	Visual
Black Magpie	Bird	*Pica hudsonia*	Visual
Mountain Chickadee	Bird	*Poecile gambeli*	Visual
Dark Eyed Junco	Bird	*Junco hyemalis*	Visual
Pine Siskin	Bird	*Spinus pinus*	Visual
Red Breasted Nuthatch	Bird	*Sitta canadensis*	Visual
Spotted Towhee	Bird	*Pipilo maculatus*	Visual
Chipping Sparrow	Bird	*Grus canadensis*	Visual
American Red Squirrel	Mammal	*Tamiasciurus hudsonicus*	Visual
Elk	Mammal	*Cervus canadensis*	Scat and Tracks
Mule Deer	Mammal	*Odocoileus hemionus*	Scat, Tracks

Impacts to State Species of Concern

The Utah Division of Wildlife Resources has listed several species as being located within the general region of the survey areas. The type of habitat and value are listed with each species. This generalized state mapping program is described within the attached UDWR report. The UDWR suggest that the survey areas may contain habitat for Black Bear (*Ursus americanus)*-(year-long crucial), Dusky Grouse (*Dendragapus obscurus*)-(year-long crucial), Elk (spring-fall substantial), Moose (*Alces alces*)-(year-long crucial, calving habitat), Mule Deer (summer crucial), Ruffed Grouse (*Bonasa umbellus*)-(year-long substantial), Snowshoe Hare (*Lepus americanus*)-(year-long substantial), and White-Tailed Jackrabbit (*Lepus townsendii*) (year-long). Due to the survey areas being surrounded by roads, infrastructure, and buildings, the likelihood of Black Bear, Moose, and White-Tailed Jackrabbit regularly utilizing this project area is low. These species would most likely be less tolerant of the adjacent highway and human activities.

The mature forested area and the disturbed weedy areas are providing resting, feeding, and cover habitat for larger mammals such as Mule Deer and Elk. Ruffed Grouse and Dusky Grouse could utilize the forested habitat and areas of dense shrubs. These two species of Grouse are common in Utah's mountain habitats and are

together often referred to as Forest Grouse. The habitat for Forest Grouse consists of forested aspen and conifer habitats, shrublands, and riparian areas adjacent to stream beds, and transitional areas between fields and forests (USU 2024). The mature forest habitat within the south survey area and the dense shrubs in the north survey area could provide habitat for the Forest Grouse. The habitat within both survey areas could support use by Snowshoe Hare for feeding and cover.

Again, the highest quality wildlife habitat provided by either survey area is found in the mature forest block of the south survey area. The mature forest block has a very high potential to support nesting by numerous species of native birds. The wildlife observed during the site visit are listed in Table 2.

Potential for Federal and State Listed Wildlife Species

A list of federally-listed species protected under Section 7 of the Endangered Species Act (ESA) of United States Fish and Wildlife Service (USFWS) was gathered to determine if these protected species may potentially occur within the survey areas (Table 3). The list of federally-listed species was gathered based on the USFWS Information for Planning and Consultation (IPaC) report (USFWS 2025; Attached). Based on the findings from this document, four species could occur within the region of the survey areas. Only one species, the Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*), a proposed for listing endangered species, could potentially occur within the survey areas. If the Suckley's Cuckoo Bumble Bee were to utilize the survey areas, it would likely be infrequent and only to take advantage of any pollinator plant resources. There are no requirements for consultation with the USFWS for candidate species proposed for listing under Section 7 of the ESA, but the USFWS encourages all agencies to take advantage of opportunities they may have to conserve these species.

Table 3. Federally-listed species and their potential occurrence within the survey areas.

Species (*Scientific Name*)	**Federal Status**	**Does Critical Habitat exist within the survey areas?**	**Preferred Habitat[a]**	**Potential occurrence within the survey areas**
Canada Lynx (*Lynx canadensis*)	Threatened	No	This species occurs in remote montane coniferous forest, where snow shoe hare is their major food source.	This species is unlikely to occur within the survey areas. The species is exceedingly rare in Utah and breeding populations are thought to be extirpated from the state.
North American Wolverine (*Gulo gulo luscus*)	Threatened	No	This species occurs in the alpine tundra, subalpine forests, and remote mountainous forests. This species is dependent on persistent snow cover, and steep, rugged terrain. In Utah, this species has been observed in montane coniferous forests; however, sightings are exceedingly rare.	This species is unlikely to occur within the survey areas due to existing disturbances from urban development and from the Deer Valley ski resort. This species is exceedingly rare in Utah.
Monarch Butterfly (*Danaus plexippus*)	Proposed Threatened	No	This species relies on milkweed, nectar-rich flowering plants, and streamside meadows for its food source.	This species is unlikely to occur within the survey areas due to the lack of milkweed plants.
Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*)	Proposed Endangered	No	This species prefers open grassy areas, urban parks and gardens, chaparral and shrub areas and mountain meadows. This species relies on asters, *Chrysothamnus*, *Cirsium*, and *Solidago* and other flowering plants for nectar and pollen sources.	This species could utilize the survey areas if the appropriate flowering pollinator plants existed. The survey areas are generally providing a low percentage of the preferred pollinator plants for this species.

[a]Habitat descriptions are from NatureServe Explorer, USFWS, and UDWR Field Guide.

General Impacts to Wildlife

Wildlife using the survey areas will no longer do so on developed land with structures, driveways, and infrastructure after completion of project work. Wildlife may continue to utilize the survey areas where there is open space and undeveloped habitat. Care should be taken to prevent the destruction of migratory bird nests during the tree clearing phase of the construction effort. Species that are more tolerant and adaptable to human disturbance may become more prevalent following development, while more secretive species that intolerant to human disturbance will likely avoid the survey areas following development.

Mitigation and Impact Minimization Recommendations

The survey areas are currently providing habitat for native birds and mammals. We recommend that any unused open space remaining after project completion be vegetated with native plants when possible. These native plants are important for area wildlife including the mammals, birds, and pollinator insects.

Suitable habitat for elk and mule deer does exist within the survey areas. If these species are present locally during clearing and construction activities, they will likely avoid the area due to the mechanical disturbances. The elk and deer will continue to utilize the surrounding landscape and we recommend the development landscaping be designed to allow for this native wildlife to continue utilizing the area.

Protections for Migratory Birds

The survey areas contain high quality nesting substrate and suitable habitat for migratory birds. Therefore, BIO-WEST recommends that construction be avoided during nesting and brood-rearing season for protected migratory birds to comply with the amended Migratory Bird Treaty Act of 1918 (MTBA) (16 U.S.C. 703-712; Ch. 128), which makes it illegal to “pursue, hunt, take, capture, kill, attempt to take, capture or kill” any migratory bird or their eggs or nests without first obtaining a permit from USFWS (16 U.S.C. 703-712; Ch. 128; July 13, 1918; 40 Stat. 755). This includes creating enough disturbances (e.g. noise, vibrations, visual disturbance) to cause a bird to abandon a nest or fledglings. Most bird species within the United States are protected under the MBTA.

To comply with the MBTA, BIO-WEST recommends that the following mitigation measures are implemented in the survey areas during construction:

- If possible, require that no clearing of nesting vegetation occurs during the typical nesting/brood-rearing period from April 1 through August 31.
- If vegetation clearing is required during the nesting/brood-rearing period, have a qualified wildlife biologist perform a nest-clearance survey immediately prior (within three days) to construction activities.
- If actively nesting and/or brood-rearing birds are found within the direct footprint of the clearing area, the clearance and construction should be postponed until breeding activity is completed and the nestling birds have fledged and the nest is no longer active (as assessed by a qualified wildlife biologist).
- If nesting bird species are located outside of the direct footprint of the clearing area but within the 300-foot buffer, a biologist should monitor those nests and determine if construction disturbance has the potential to cause nest abandonment.

Vegetation Removal and Re-establishment

Development should be focused in the previously disturbed weedy areas of the survey areas whenever possible. Numerous native trees and shrubs will likely be removed for the development of these properties. These vegetation removal activities will negatively impact the wildlife that are currently using this vegetation for habitat. Mature tree (aspen and conifers), removal should be avoided to the greatest extent possible so that these trees can continue providing valuable nesting and cover habitat for native birds. Berry producing shrubs are important food and cover resources for birds and mammals. Snowberry and chokecherry removal should be avoided to the greatest extent that is possible.

BIO-WEST recommends that when possible trees and other native vegetation be planted in unused open space to account for the loss of trees and other vegetation from construction activities. Aspen trees are critical for maintaining biodiversity, and provide habitat for numerous other plant and wildlife species (USFS 2005). Saplings of aspen trees should be replanted when possible. Aspen saplings can be planted in early spring in areas with moist, well-drained soil with plenty of sunlight, or planting can also be done after dormancy in the fall before winter snow. Native herbaceous grass and forb species can also be seeded and replanted within the project area after grading and construction activities are completed within the project area. A list of potential native species of herbs and shrubs for revegetation (planting and/or seeding) within the survey areas is provided below.

- Aspen (*Populus tremuloides*)
- Native Spruce/Fir (*Picea/Abies* spp.)
- Blue elderberry (*Sambucus cerulea*)
- Big Tooth Maple (*Acer grandidentatum*)
- Sagebrush (*Artemisia tridentata*)
- Prairie Sagewort (*Artemisia frigida*)
- Prairie Junegrass (*Koeleria macrantha*)
- Wax Currant (*Ribes cereum*)
- Yarrow (*Achillea millefolium*)
- Native Grasses (*Poa* spp.)
- Western Groundsel (*Senecio integerrimus*)
- Wild geranium (*Geranium maculatum*)
- Horsemint (*Agastache urticifolia)*
- Indian paintbrush *(Castilleja* spp.*)*
- Wild buckwheat *(Eriogonum spp.)*
- Goldenrod *(Solidago* spp.*)*

Noxious Weed Control

It is critical to control and treat noxious weeds for the proposed project, as noxious weeds can spread rapidly, and negatively impact wildlife and vegetation habitat. The Utah Department of Agriculture and Food provides a list of state-listed noxious weeds (UDAF 2022). At least one of these listed noxious weed species is already present on the survey areas and disturbance can spread these existing weeds. These noxious weeds should be

treated promptly within the surveys area. BIO-WEST recommends using a combination of mechanical, chemical, and revegetation treatments to minimize and prevent noxious weeds from spreading.

Summary and Conclusions

The proposed project has the potential to cause negative impacts to wildlife, vegetation communities, and migratory birds. This project has the potential to introduce the spread of noxious weeds. To mitigate and minimize negative impacts to the environment to the greatest extent practicable, BIO-WEST is providing a list of recommendations that can be implemented to protect natural resources within the survey areas:

- To minimize and mitigate for impacts to wildlife and vegetation, revegetate disturbed areas with native forbs, grasses, and shrubs within the project area when possible.
- Design the landscaping to accommodate the native large mammals that will likely continue living in the area. Use wildlife friendly plantings and allow for wildlife to cross the landscape where possible.
- Avoid disturbing nesting birds by conducting vegetation clearance activities outside of the nesting season, or if that is not possible, having a qualified biologist conduct a nest-clearance survey if activities occur during the nesting season. More specific guidelines are provided in the Migratory Birds section to comply with the MBTA.
- Treat and control noxious weeds promptly during and after construction, as discussed in the Noxious Weed Control section.
- Additional mitigation measures for State Listed Sensitive Species are provided in the attached UDWR report. These measures should be implemented if possible and reasonable.

These recommendations should allow for some mitigation and minimization of negative environmental impacts associated with this project to the greatest extent practicable. Developing on open space landscapes such as the survey areas, inherently causes a loss of native wildlife habitat. The replacement of native vegetation and wildlife habitat is important, as the project is located within an important area for native wildlife. The large mammals, especially deer and elk will continue to utilize this area as habitat even after the development. The developers and managers of the projects should remember that they are surrounded by large blocks of native wildlife habitat and the expected use of native wildlife should be considered an amenity to be enjoyed by the residents. Accommodating and minimizing the impacts to these species should be part of the long term management of this area.

If you have any additional questions regarding this letter report or this project in general, please feel free to contact me.

Sincerely,

Robert W. Thomas
Biologist/ Environmental Project Manager

Attachments
Survey Area Boundary Maps
USFWS Informational Planning and Consultation Report
UDWR Wildlife Habitat Analysis Tool Report
Photos

References

United States Department of Agriculture Forest Service (USFS). 2005. Effectiveness monitoring of regeneration of managed rangelands. Accessed: 2/22/2025. Location: https://rangelandwatersheds.ucdavis.edu/publication%20list%20and%20files/jones_Asp_Mon.pdf

United States Fish and Wildlife Service (USFWS). 2025. Informational Planning and Consultation (IPAC) Report. Accessed: 6/14/2025.

Utah Department of Agriculture and Food (UDAF). 2022. State of Utah Noxious Weed List. Accessed: 6/14/2025. Location: https://ag.utah.gov/plant-industry/noxious-weed-control-resources/state-of-utah-noxious-weed-list/

Utah Division of Wildlife Resources (UDWR). 2025. Wildlife Habitat Analysis Tool. Accessed: 6/14/2025.

USU 2024. Utah State University Extension, Forest Grouse in the Fall. Chuck Carpenter III, Skyler Farnsworth, and David Dahlgren. https://wildlife.utah.gov/pdf/upland/forest_grouse_in_the_fall.pdf



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North Survey Area

Deer Valley, Marsac Avenue Wildlife Clearance North Survey Area Map

1 inch = 150 feet

0 150 300 Feet

North

Imagery Source: World Imagery (ESRI Online)
Coordinate System: NAD 1983 UTM Zone 12N
Projection: Transverse Mercator
Datum: North American 1983

Document Path: G:\Shared drives\utah.watershed-sciences\WETLAND PROJECTS\Deer Valley Wildlife\GIS\Marsac_Ave\MarsacAve_NorthSurveyArea.mxd

Map Date: 6/19/2025

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Summit County, Utah



Local office

Utah Ecological Services Field Office

(801) 975-3330
(801) 975-3331

2369 West Orton Circle, Suite 50
West Valley City, UT 84119-7603

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Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
North American Wolverine Gulo gulo luscus Wherever found This species only needs to be considered if the following condition applies: • Species may be present based on transient occurrence as it moves through or too suitable habitat. Effects should be considered to species and projects should consult with the Service, however, depending on the project, consultation may not be necessary. No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee Bombus suckleyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

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Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

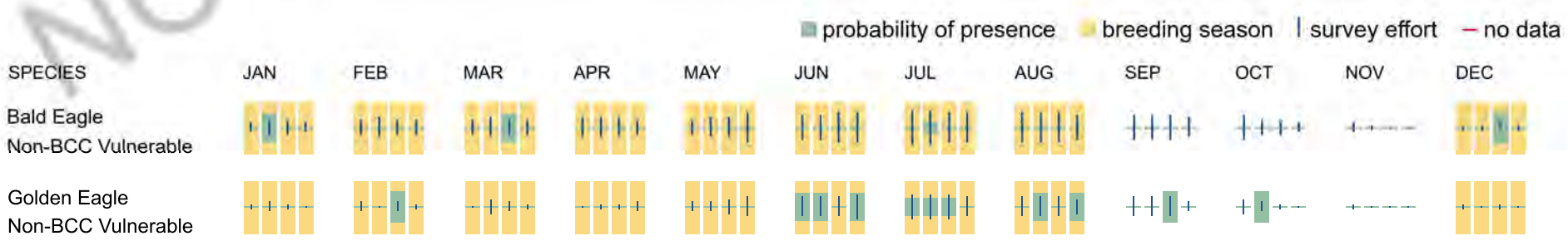
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your

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“IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON

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Bald Eagle Haliaeetus leucocephalus — Breeds Dec 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Black Rosy-finch Leucosticte atrata — Breeds Jun 15 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9460

Broad-tailed Hummingbird Selasphorus platycercus — Breeds May 25 to Aug 21

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

California Gull Larus californicus — Breeds Mar 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Cassin's Finch Haemorhous cassinii — Breeds May 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9462

Clark's Nutcracker Nucifraga columbiana — Breeds Jan 15 to Jul 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Evening Grosbeak Coccothraustes vespertinus — Breeds May 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Flammulated Owl Psiloscops flammeolus — Breeds May 10 to Aug 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/7728

Golden Eagle Aquila chrysaetos — Breeds Dec 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Olive-sided Flycatcher Contopus cooperi — Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3914

Pinyon Jay Gymnorhinus cyanocephalus — Breeds Feb 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9420

Virginia's Warbler Leiothlypis virginiae — Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9441

Western Grebe aechmophorus occidentalis — Breeds Jun 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/6743

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

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Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

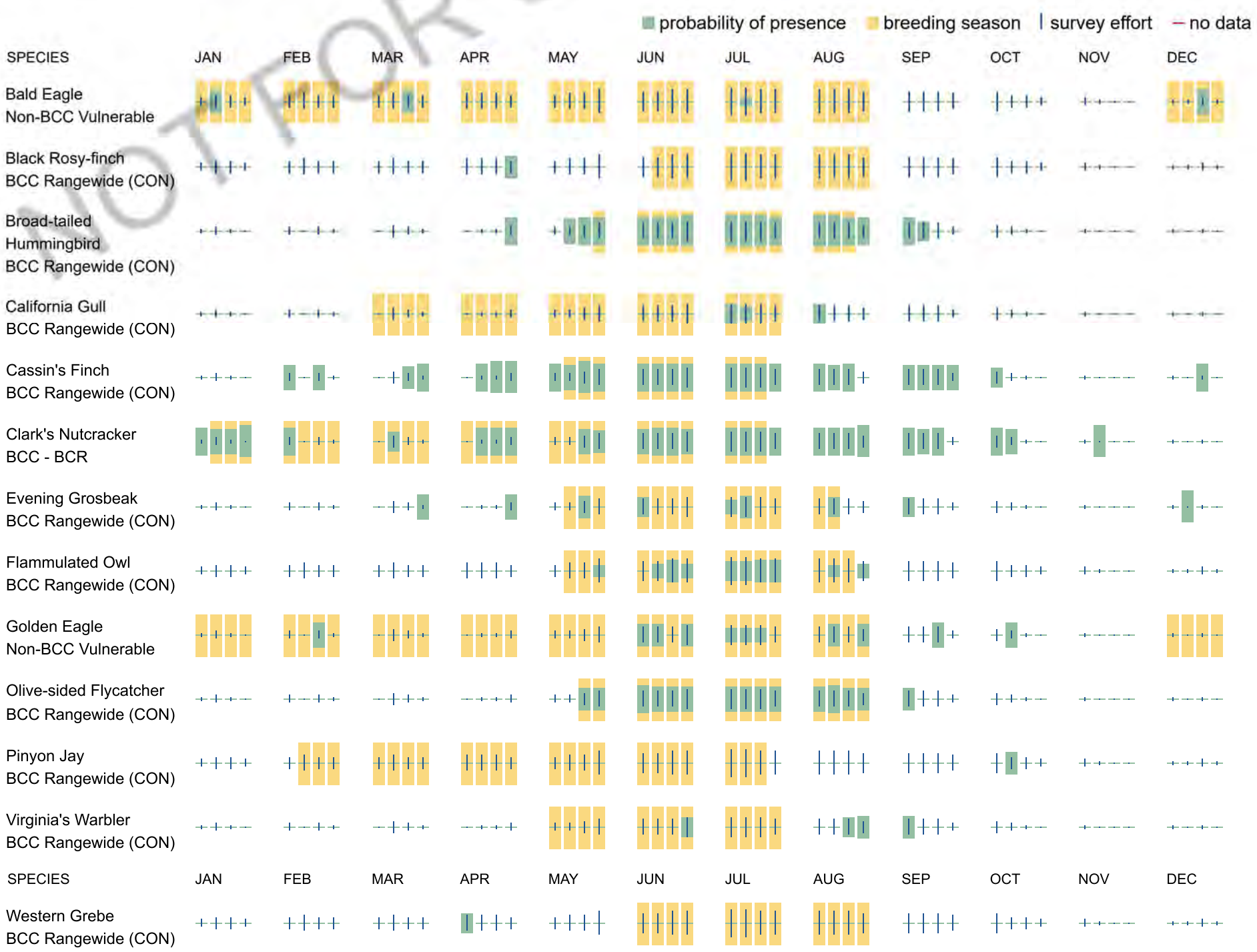
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Migratory Bird FAQs

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Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack

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of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the

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wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

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Utah Division of Wildlife Resources
1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

Report Number: bob_17408

Report Date: 2025-06-20 09:37:50

Marsac Avenue North Survey Area

Location: Park City
Description: Residential Development



Project Area of Interest with a half-mile and two-mile radius.

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2014-04-04	
Golden Eagle	*Aquila chrysaetos*	SGCN	None	2012-03-31	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
	Bombus fervidus	None	None	2021-08-14	
Large Marble Butterfly	*Euchloe ausonides*	SGCN	None	2007-05-17	
Clustered Lady's-slipper	*Cypripedium fasciculatum*	None	None	2019-08-17 21:57:12	
Prairie-rocket Wallflower	*Erysimum asperum*	None	None	2010-07-29 00:00:00	
Quaking Aspen	*Populus tremuloides*	None	None	2019-08-17 21:57:12	
Columbia Spotted Frog	*Rana luteiventris*	SGCN	None	1931-PRE	

Definitions

State Status	
SGCN, SGIN	Species of greatest conservation need (SGCN) or the special subcategory, species of greatest Information need (SGIN), are listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah

C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
Golden Eagle	Avoid disturbance within 0.5 miles from nest Feb. 1 - Aug. 15
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15 and crucial summer range May 15 - July 5. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.
mule deer	Avoid disturbance in crucial summer range during fawning May 15 - July 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Central Region	801-491-5678	Josee Seamons	jseamons@utah.gov	385-421-1277

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act, please visit https://ecos.fws.gov/ipac/ or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

Unmapped Corridors

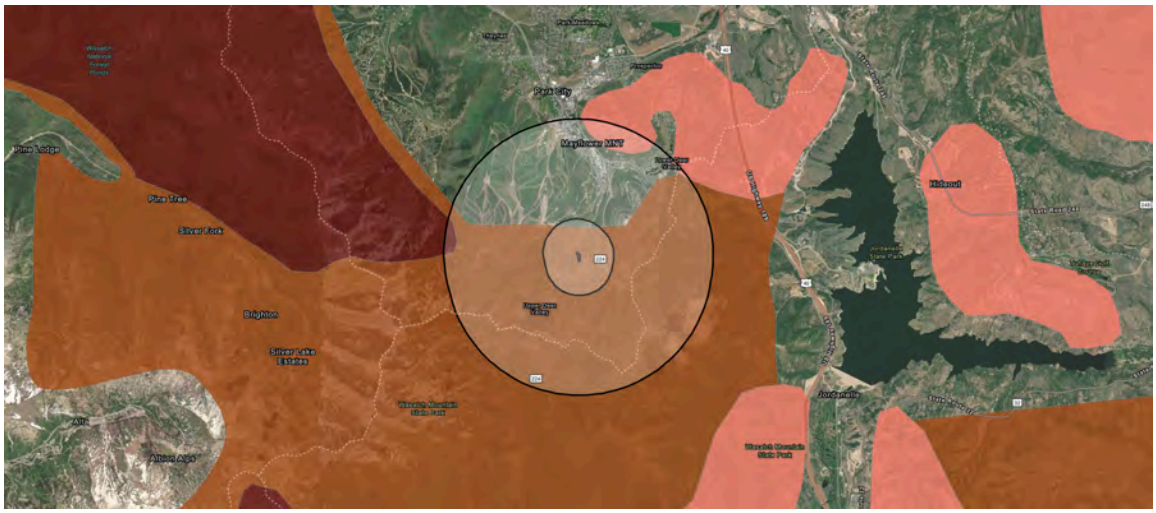
Unmodeled Corridors: Present

Wildlife Habitat Information

Species	Season	Value	Comments
Black Bear	year-long	crucial	
Dusky Grouse	year-long	crucial	
Elk	spring/fall	substantial	

Species	Season	Value	Comments
Moose	year-long	crucial	Calving habitat.
Mule Deer	summer	crucial	
Ruffed Grouse	year-long	substantial	
Snowshoe Hare	year-long	substantial	
White-Tailed Jackrabbit	year-long		

Elk Habitat



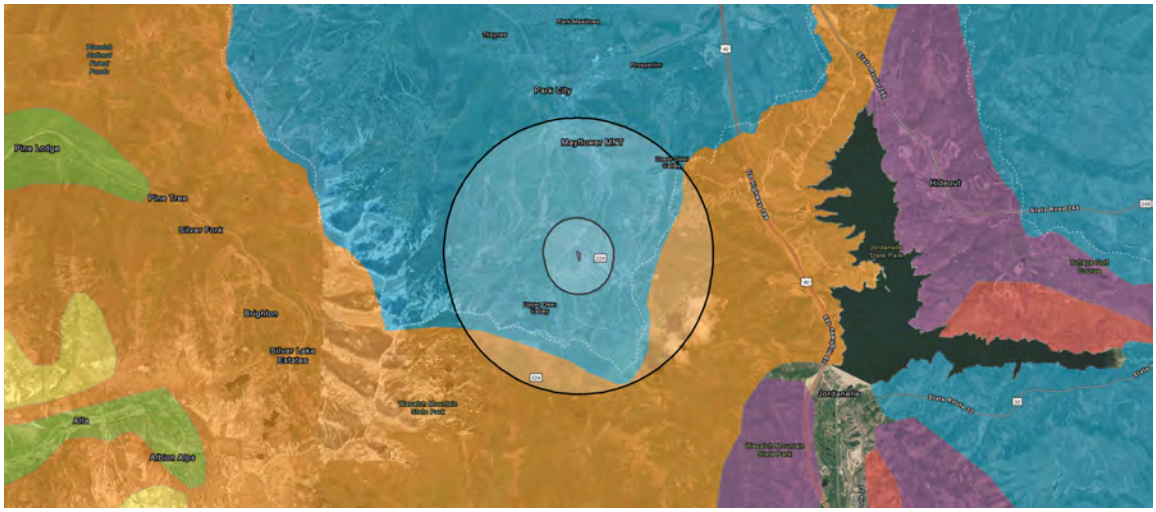
Season	Species	Value	Comments
spring/fall	Elk	substantial	

Moose Habitat



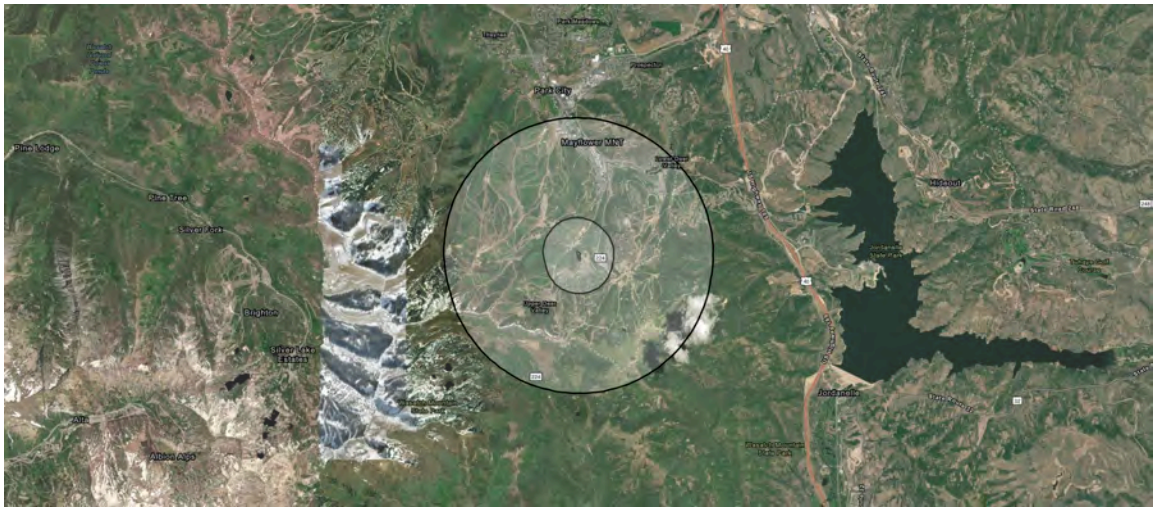
Species	Season	Comments	Value
Moose	year-long	Calving habitat.	crucial

Mule Deer Habitat



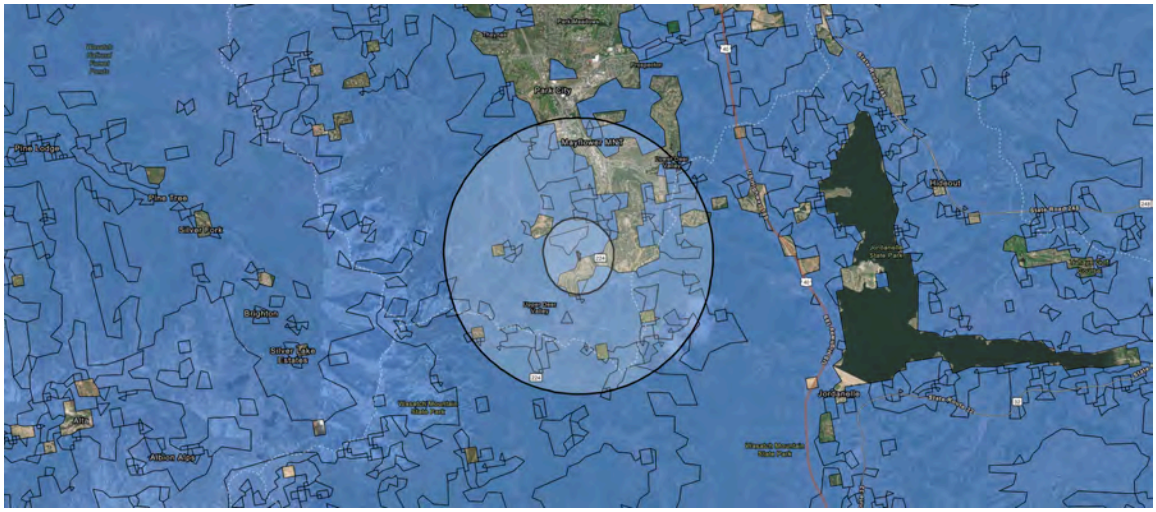
Comments	Season	Species	Value
	summer	Mule Deer	crucial

Unmapped Mule Deer Migration Corridors



Species
Mule Deer

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Aspen Conifer

Report Generated For

Name: Robert Thomas
Organization: BIO-WEST, Inc.
Email: bthomas@bio-west.com
Phone: (435)-752-4202

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.



BIO-WEST
www.bio-west.com
435.752.4202

South Survey Area

Deer Valley, Marsac Avenue Wildlife Clearance South Survey Area Map

1 inch = 150 feet

0 150 300 Feet

North

Imagery Source: World Imagery (ESRI Online)
Coordinate System: NAD 1983 UTM Zone 12N
Projection: Transverse Mercator
Datum: North American 1983

Document Path: G:\Shared drives\utah.watershed-sciences\WETLAND PROJECTS\Deer Valley Wildlife\GIS\Marsac_Ave\MarsacAve_SouthSurveyArea.mxd

Map Date: 6/19/2025

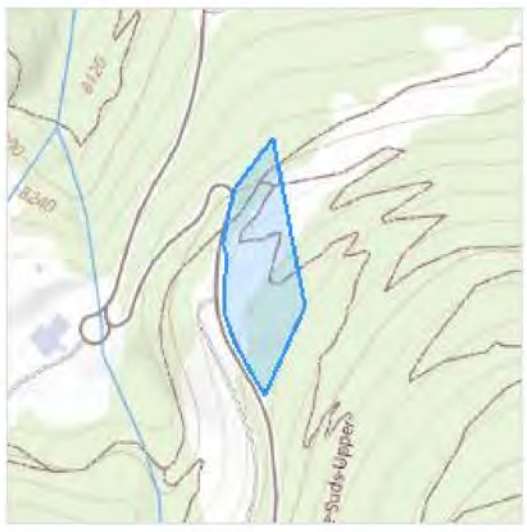
IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

Location

Summit County, Utah



Local office

Utah Ecological Services Field Office

(801) 975-3330
(801) 975-3331

2369 West Orton Circle, Suite 50
West Valley City, UT 84119-7603

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).
2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee Bombus suckleyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

NOT FOR CONSULTATION

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle Aquila chrysaetos This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

NOT FOR CONSULTATION

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

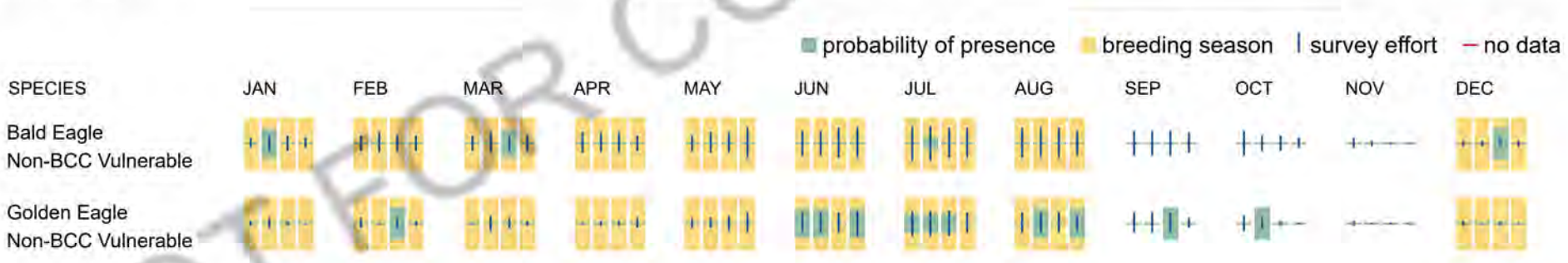
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:

NOT FOR CONSULTATION

The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs
The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle Haliaeetus leucocephalus This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31

NOT FOR CONSULTATION

Black Rosy-finch Leucosticte atrata — Breeds Jun 15 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9460

Broad-tailed Hummingbird Selasphorus platycercus — Breeds May 25 to Aug 21

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

California Gull Larus californicus — Breeds Mar 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Cassin's Finch Haemorhous cassinii — Breeds May 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9462

Clark's Nutcracker Nucifraga columbiana — Breeds Jan 15 to Jul 15

This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Evening Grosbeak Coccothraustes vespertinus — Breeds May 15 to Aug 10

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Flammulated Owl Psiloscops flammeolus — Breeds May 10 to Aug 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/7728

Golden Eagle Aquila chrysaetos — Breeds Dec 1 to Aug 31

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Olive-sided Flycatcher Contopus cooperi — Breeds May 20 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3914

Pinyon Jay Gymnorhinus cyanocephalus — Breeds Feb 15 to Jul 15

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9420

Virginia's Warbler Leiothlypis virginiae — Breeds May 1 to Jul 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9441

Western Grebe aechmophorus occidentalis — Breeds Jun 1 to Aug 31

This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/6743

Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

NOT FOR CONSULTATION

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

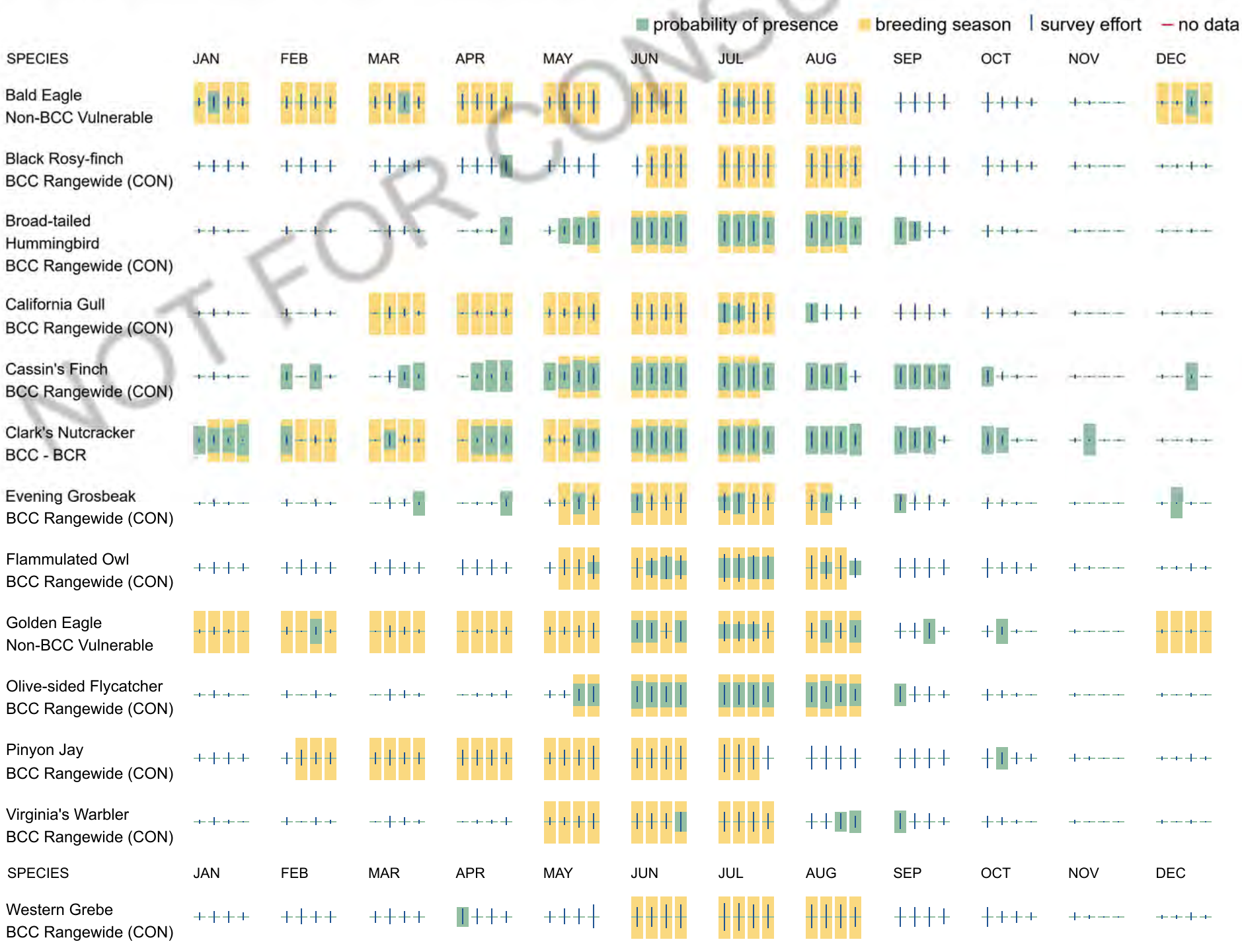
Breeding Season (▪)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



NOT FOR CONSULTATION

Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

NOT FOR CONSULTATION

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

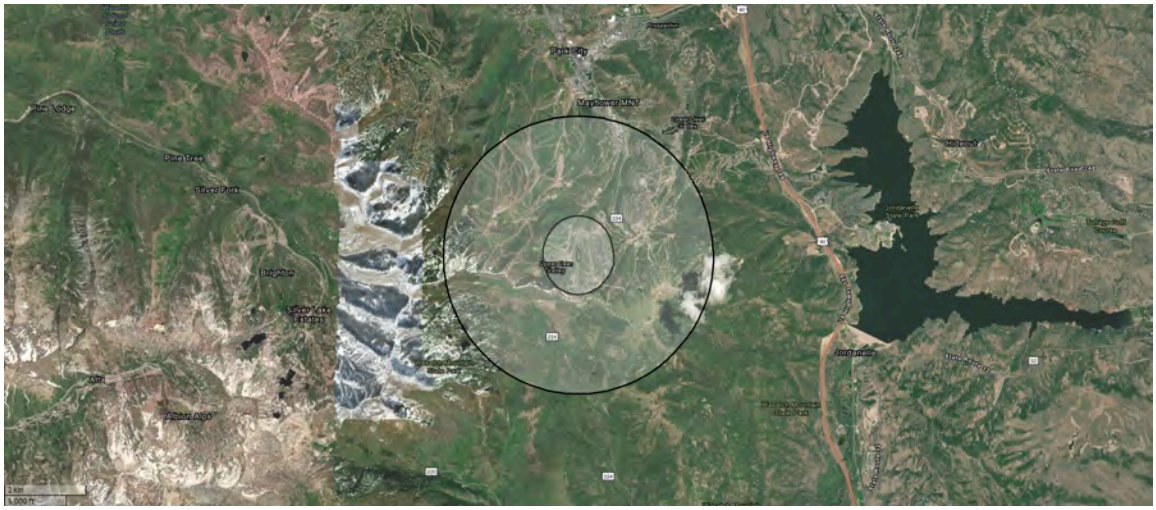
Utah Division of Wildlife Resources
1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

Report Number: bob_17410

Report Date: 2025-06-20 09:51:06

Marsac Avenue South Survey Area

Location: Park City
Description: Residential Development



Project Area of Interest with a half-mile and two-mile radius.

Half-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2013-03-10	

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2014-04-04	
	Bombus insularis	None	None	2023-09-29	
Large Marble Butterfly	*Euchloe ausonides*	SGCN	None	2007-05-17	
Forest Bumblebee	*Bombus lapponicus sylvicola*	None	None	2008-08-26	
Prairie-rocket Wallflower	*Erysimum asperum*	None	None	2010-07-29 00:00:00	
Aspen Fleabane	*Erigeron speciosus var. macranthus*	None	None	2010-07-29 00:00:00	
Clustered Lady's-slipper	*Cypripedium fasciculatum*	None	None	2019-08-17 21:57:12	
Quaking Aspen	*Populus tremuloides*	None	None	2019-08-17 21:57:12	
Engelmann Spruce	*Picea engelmannii*	None	None	2017-08-20 18:45:36	
Small-flower Valerian	*Valeriana occidentalis*	None	None	2010-07-29 00:00:00	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Subalpine Fir	*Abies lasiocarpa*	None	None	2017-08-20 18:45:36	

Definitions

State Status	
SGCN, SGIN	Species of greatest conservation need (SGCN) or the special subcategory, species of greatest Information need (SGIN), are listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah
C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15 and crucial summer range May 15 - July 5. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.
mule deer	Avoid disturbance in crucial summer range during fawning May 15 - July 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Central Region	801-491-5678	Josee Seamons	jseamons@utah.gov	385-421-1277

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act,

please visit https://ecos.fws.gov/ipac/ or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

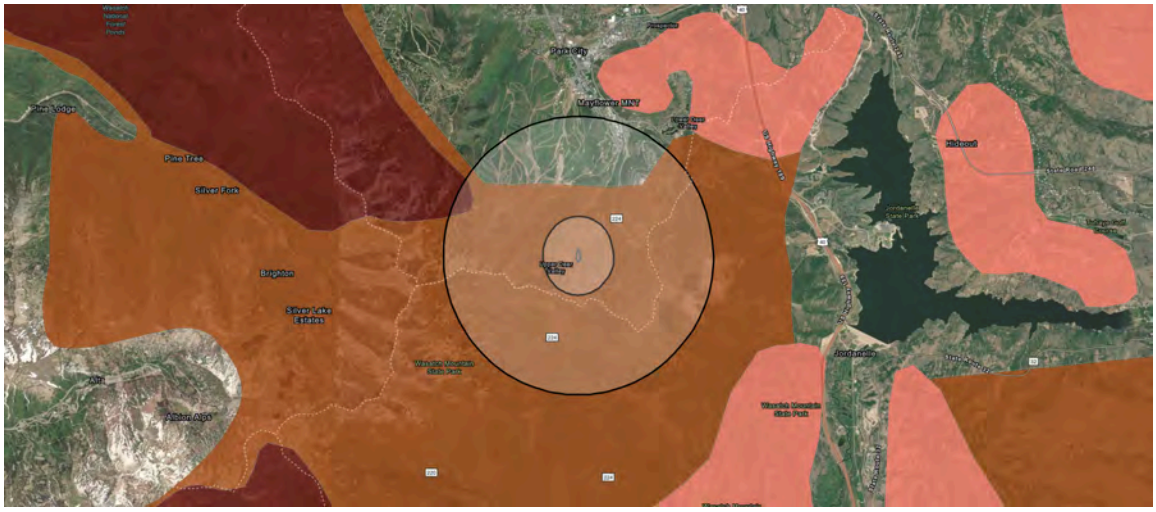
Unmapped Corridors

Unmodeled Corridors: Present

Wildlife Habitat Information

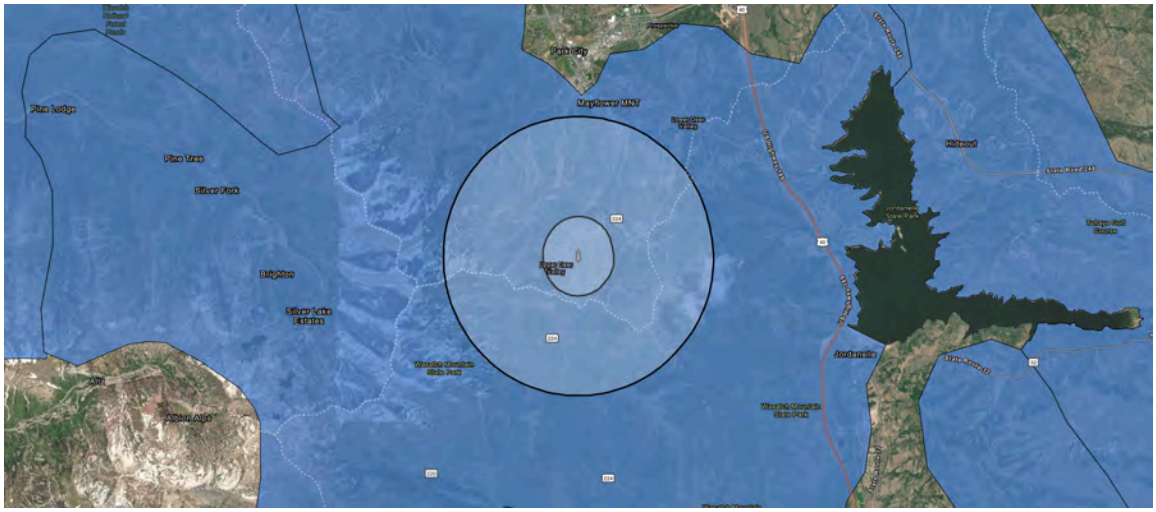
Species	Season	Value	Comments
Black Bear	year-long	crucial	
Dusky Grouse	year-long	crucial	
Elk	spring/fall	substantial	
Moose	year-long	crucial	Calving habitat.
Mule Deer	summer	crucial	
Ruffed Grouse	year-long	substantial	
Snowshoe Hare	year-long	substantial	
White-Tailed Jackrabbit	year-long		

Elk Habitat



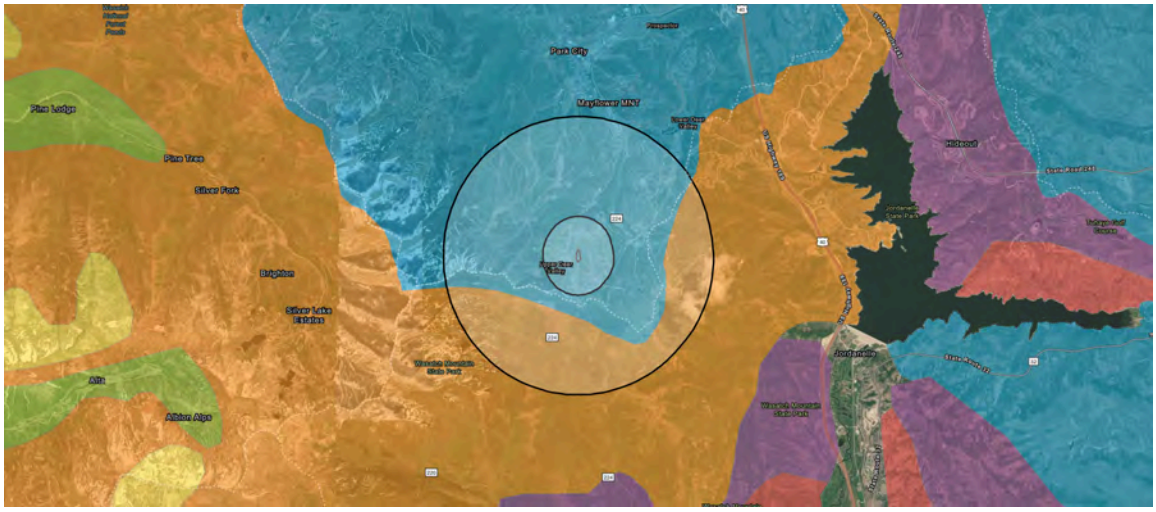
Season	Species	Value	Comments
spring/fall	Elk	substantial	

Moose Habitat



Species	Season	Comments	Value
Moose	year-long	Calving habitat.	crucial

Mule Deer Habitat



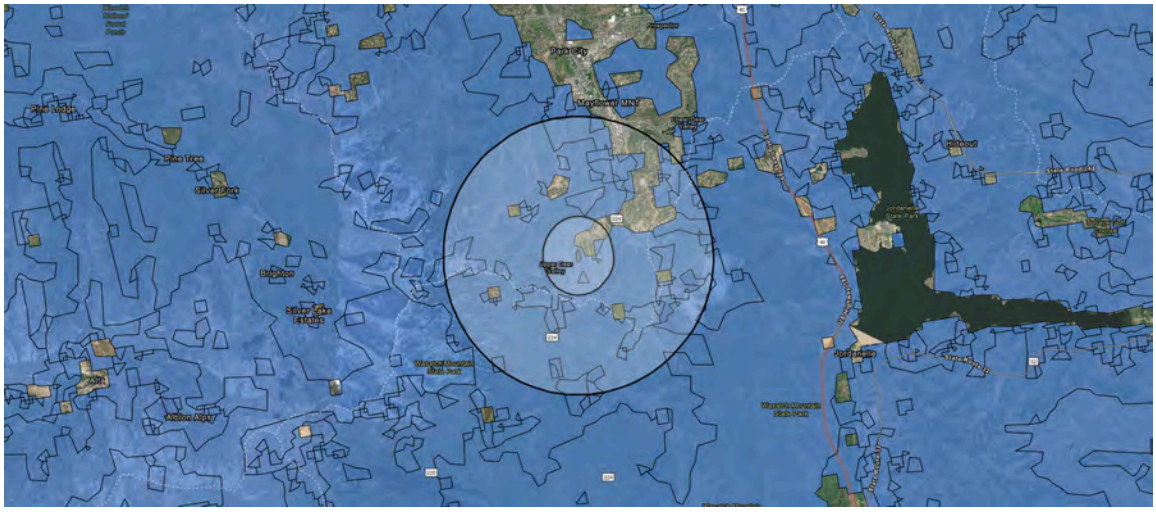
Comments	Season	Species	Value
	summer	Mule Deer	crucial

Unmapped Mule Deer Migration Corridors



Species
Mule Deer

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Aspen Conifer

Report Generated For

Name: Bob Thomas
Organization: BIO-WEST, Inc.
Email: bthomas@bio-west.com
Phone: (435)-752-4202

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.



North Survey Area Facing South



North Survey Area Facing North

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



North Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



North Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



North Survey Area Facing West



South Survey Area Facing South

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing Northeast



South Survey Area– Tall Fringed Bluebells (*Mertensia ciliata*)

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing North



South Survey Area Facing Northwest

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing Southwest



South Survey Area Facing South

Marsac Avenue Survey Areas Photo Log



South Survey Area Facing North

Marsac Avenue Survey Areas Photo Log

SUMMIT GEOTECH

GEOTECHNICAL INVESTIGATION

WATER TANK SUBDIVISION

9401 MARSAC AVENUE
PARK CITY, UTAH

PREPARED FOR:

CLACHLAN DEVELOPMENT LLC
741 MARTINGALE LANE
PARK CITY, UTAH 84098

ATTENTION: DOUGLAS OGILVY
EMAIL: DOUGLAS.OGILVY@GMAIL.COM

PROJECT NO. 25025 **JUNE 23, 2025**

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EXECUTIVE SUMMARY

1. The Water Tank Subdivision is planned to be constructed at 9401 Marsac Avenue in Park City, Utah. The property encompasses an area of approximately 2.6 acres. The property is planned to be subdivided into 3 residential building lots, each approximately ½ to ¾ acres in size.

   We anticipate residences will consist of two to three-story buildings. Lower levels for the residences are anticipated to extend below the finished ground surface. We have assumed that structural loads for the residences will consist of wall loads less than 4 kips per lineal foot and column loads less than 60 kips.

   A paved road is planned to be constructed to provide access to the subdivision.

2. Four test pits were excavated in the area of the proposed subdivision. Approximately 9 inches of fill was encountered in Test Pit TP-1. Topsoil was encountered below the fill in Test Pit TP-1 and in Test Pits TP-2, TP-3, and TP-4. The topsoil extends to depths of approximately 2, 1½, 1 and 1 foot, respectively. Clayey gravel with sand was encountered below the topsoil and extends the full depth of the test pits, approximately 10½, 8½, 5½, and 5 feet, respectively. Layers of lean clay were encountered in Test Pits TP-2 from a depth of 6 to 7½ feet, and TP-3 from a depth of 2 to 3½ feet. Practical excavation refusal was encountered in Test Pits TP-2, TP-3, and TP-4.

3. No subsurface water was encountered in the test pits at the time of excavation. Slotted PVC pipe was installed in Test Pit TP-2 due to very moist soil encountered in the test pit. No subsurface water was measured in the test pit to a depth of 8½ feet when checked 6 days after excavating. Based on our experience in the area, subsurface water may occur in a perched condition during the spring and early summer as snow melts.

4. The proposed residences may be supported on spread footings bearing on the undisturbed natural soil or structural fill extending down to the undisturbed natural soil.

   Footings bearing on the undisturbed natural soil may be designed using a net allowable bearing pressure of 2,000 pounds per square foot (psf). Footings bearing on at least 3 feet of undisturbed natural clayey gravel or at least 3 feet of structrural fill extending down to the undisturbed natural soil may be designed using a net allowable bearing pressure of 3,500 psf.

Executive Summary (continued)

5. Access difficulties may be encountered for rubber-tired construction vehicles when the subgrade soil consists of very moist clay. Increased difficulty may be encountered during the cold, wet times of the year. Placement of 1 to 2 feet of granular fill will improve site access.

6. Geotechnical information related to foundations, subgrade preparation, pavement, and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the Water Tank Subdivision to be constructed at 9401 Marsac Avenue in Park City, Utah.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

The property consists of mountain terrain and encompasses an area of approximately 2.6 acres. There is a water tank in the south portion of the property. A fill slope, up to approximately 40 feet in height, is on the west side of the water tank. An unpaved access road extends east from nearby Marsac Avenue to provide access to the water tank. A utility corridor extends through the central portion of the site. Information provided by the client indicates overhead power, underground power, water, and storm drain lines extend through this area. There were no buildings or pavement on the property at the time of our site visit.

The ground surface in the area of the proposed subdivision slopes down to the north and northwest at approximately 3 to 6 horizontal to 1 vertical. Vegetation consists of grass, weeds, and medium to large trees.

Marsac Avenue, an asphalt-paved road, extends along the west side of the property. A ski run extends along the east side of the property. There is mountain terrain around the property.

FIELD STUDY

The field study was conducted on June 17, 2025. Four test pits were excavated at the approximate locations shown on Figure 1. The test pits were excavated with a trackhoe. The test pits were logged and samples of the soil were obtained by an engineer from Summit Geotech. Logs of the subsurface conditions encountered in the test pits are graphically shown on Figure 2 with legend and notes shown on Figure 3.

The test pits were backfilled without significant compaction. The test pit backfill should be removed and replaced with properly compacted fill where it will support proposed foundations, floor slabs, or exterior concrete flatwork.

SUBSURFACE CONDITIONS

Approximately 9 inches of fill was encountered in Test Pit TP-1. Topsoil was encountered below the fill in Test Pit TP-1 and in Test Pits TP-2, TP-3, and TP-4. The topsoil extends to depths of approximately 2, 1½, 1 and 1 foot, respectively. Clayey gravel with sand was encountered below the topsoil and extends the full depth of the test pits, approximately 10½, 8½, 5½, and 5 feet, respectively. Layers of lean clay were encountered in Test Pits TP-2 from a depth of 6 to 7½ feet, and TP-3 from a depth of 2 to 3½ feet. Practical excavation refusal was encountered in Test Pits TP-2, TP-3, and TP-4.

A description of the soil encountered in the test pits follows:

Fill - The fill consists of clayey gravel with sand. The fill is slightly moist and light brown.

Topsoil - The topsoil consists of sandy lean clay with gravel. The topsoil contains occasional cobbles up to 6 inches in size. The topsoil is moist, dark brown, and contains roots.

Sandy Lean Clay - The clay contains some gravel. The clay is stiff to very stiff, moist to very moist, and light brown to brown.

Clayey Gravel with Sand - The gravel contains frequent cobbles and some boulders up to 2 feet in size. The gravel is dense to very dense, moist to very moist, and light brown to brown.

SUBSURFACE WATER

No subsurface water was encountered in the test pits at the time of excavation. Slotted PVC pipe was installed in Test Pit TP-2 due to very moist soil encountered in the test pit. No subsurface water was measured in the test pit to a depth of 8½ feet when checked 6 days after excavating. Based on our experience in the area, subsurface water may occur in a perched condition during the spring and early summer as snow melts.

PROPOSED CONSTRUCTION

The Water Tank Subdivision is planned to be constructed at 9401 Marsac Avenue in Park City, Utah. The property encompasses an area of approximately 2.6 acres. The property is planned to be subdivided into 3 residential building lots, each approximately ½ to ¾ acres in size.

We anticipate residences will consist of two to three-story buildings. Lower levels for the residences are anticipated to extend below the finished ground surface. We have assumed that structural loads for the residences will consist of wall loads less than 4 kips per lineal foot and column loads less than 60 kips.

A paved road is planned to be constructed to provide access to the subdivision. We have assumed that traffic for the road will consist of less than 100 cars per day, 3 delivery trucks per day and two garbage trucks per week. The assumed traffic does not include significant truck traffic that will likely occur during construction of residences.

If the proposed construction or building loads are significantly different from those described above, we should be notified so that we can reevaluate the recommendations given.

RECOMMENDATIONS

The following recommendations are provided based on the subsurface conditions encountered and the proposed construction.

A. Site Grading

We have assumed that site grading for the roadway in the subdivision will consist of up to 15 feet of cut and fill. Excavation for residences is anticipated to consist of up to 20 feet of cut. We anticipate up to 5 feet of site grading fill will be placed around the residences.

1. Subgrade Preparation

   Prior to placing grading fill, the topsoil, unsuitable fill, organic material, and other deleterious materials should be removed.

   Care should be taken to not disturb the natural soil to remain below the proposed road, residences, concrete flatwork, and other structures.

2. Temporary Excavation Slopes

   Temporary unretained excavation slopes up to 20 feet in height in the natural soil may be constructed at 1 horizontal to 1 vertical or flatter.

   The excavator is responsible to provide safe working conditions around temporary excavation slopes.

3. Long-term Slopes

   Long-term unretained slopes up to 20 feet in height may be constructed at 2 horizontal to 1 vertical or flatter. Fill placed on slopes steeper than 5 horizontal to 1 vertical should be keyed into the slope with a key for every 4 feet of vertical rise. Prior to placement of fill, the subgrade should be prepared by removing the topsoil, unsuitable fill, debris, and other deleterious materials.

Slopes should be protected from erosion by revegetation, erosion control mats, or other methods.

4. Excavation

We anticipate excavation in the natural soil can be accomplished using heavy-duty excavation equipment. Additional difficulty should be expected in confined excavations, such as utility trenches.

Access difficulties may be encountered for rubber-tired construction vehicles when the subgrade soil consists of very moist clay. Increased difficulty may be encountered during the cold, wet times of the year. Placement of 1 to 2 feet of granular fill will improve site access.

5. Materials

Materials used as fill for the project are anticipated to consist of imported fill and natural soil. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

Fill Location	Recommendation
Below Footings	Non-expansive granular soil Passing No. 200 Sieve <35% Liquid Limit < 30% Maximum size 4 inches
Below Floor Slabs (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve <5% Maximum size 2 inches
Below Floor Slabs (Deeper than 4 inches)	Non-expansive granular soil Passing No. 200 Sieve <50% Liquid Limit <30% Maximum size 4 inches

b. <u>On-Site Materials</u>

The natural clayey gravel may be considered for use as fill below the proposed residences if it meets the critieria for imported fill presented in the table above. We anticipate most of the clayey gravel meet this criteria. The natural clayey gravel may also be considered for use as grading fill for the proposed road, as fill below concrete flatwork, and as grading fill around proposed residences.

The natural clay is not recommended for use as fill below the proposed residences, but may be considered as grading fill around residences in landscape areas.

Topsoil, organic material, oversize material, and other deleterious material should be removed from the natural soil prior to use as fill.

c. Moisture Conditioning

Depending on the moisture content of the soil at the time of construction, the soil may require wetting or drying prior to use as fill. Drying of the soil may not be practical during cold or wet times of the year.

6. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill Location	Compaction
Below Foundations	≥ 95%
Below Concrete Flatwork	≥ 90%
Foundation Wall Backfill	≥ 90%
Utility Trench Backfill (Outside building area)	≥ 90%
Pavement	
Subgrade Fill	≥ 90%
Base Course	≥ 95%
Landscaping	≥ 85%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Fill placed for the project should be frequently tested for compaction.

7. Drainage

The ground surface surrounding the proposed residences should be sloped to drain away from the buildings in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

Good surface drainage and diversion away from pavement and concrete flatwork is important to the performance of the pavement. Proper surface drainage should be provided.

B. Foundations

1. Bearing Material

The proposed residences may be supported on spread footings bearing on the undisturbed natural soil or structural fill extending down to the undisturbed natural soil.

The topsoil, organics, debris, and other deleterious materials should be removed from below proposed foundations.

2. Bearing Pressure

Footings bearing on the undisturbed natural soil may be designed using a net allowable bearing pressure of 2,000 pounds per square foot (psf). Footings bearing on at least 3 feet of undisturbed natural clayey gravel or at least 3 feet of structrural fill extending down to the undisturbed natural soil may be designed using a net allowable bearing pressure of 3,500 psf.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

4. Minimum Footing Width and Embedment

Footings should have a width of at least 1½ feet and a depth of embedment of at least 1 foot.

5. Settlement

We estimate total and differential settlement will be less than ½ inch for footings bearing on the undisturbed natural soil or on compacted structural fill that extends down to the undisturbed natural soil as described above.

Care should be taken to not disturb the natural soil at the base of footing excavations so that settlement can be maintained within tolerable limits.

6. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 40 inches below grade for frost protection.

7. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to fill or concrete placement. Loose soil in the base of the excavation should be removed or be compacted.

8. Construction Observation

A geotechnical engineer from Summit Geotech should observe footing excavations for the residence prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil, or on compacted structural fill extending down to the undisturbed natural soil.

Unsuitable fill, topsoil, organics, or other deleterious materials should be removed from below the proposed slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for footings placed on the undisturbed natural soil or compacted structural fill is controlled by sliding resistance between the footing and the foundation soil. A friction value of 0.35 may be used for footings supported on the undisturbed natural soil. A friction value of 0.45 may be used for footings supported on natural clayey gravel or structural fill. These values may be used in design for ultimate lateral resistance for footings. The passive resistance of the soil

adjacent footings may also be considered in design for lateral resistance of footings.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for the design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the wall.

Material Type	Active	At-Rest	Passive
Natural Clayey Gravel or Granular Fill	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 20 pcf for the active condition, increased by 5 pcf for the at-rest condition and decreased by 20 pcf for the passive condition. This assumes a horizontal ground acceleration of 0.32g which represents a 2 percent probability of exceedance in a 50-year period.

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve ultimate soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismic Design Considerations

1. Building Code Parameters

Listed below are site-specific parameters that may be used with the 2021 International Building Code:

Description	Value
Site Class	C[1]
S_s - MCE_R ground motion (period=0.2s)	0.60g
S_1 - MCE_R ground motion (period=1.0s)	0.21g
F_a - Site amplification factor at 0.2s	1.26
F_v - Site amplification factor at 1.0s	1.5
PGA - MCE_G peak ground acceleration	0.26g
PGA_M - Site modified peak ground acceleration	0.32g

[1]Site Class C was selected based on the subsurface conditions encountered and our understanding of the geology in the area.

2. Faulting

No active faults are mapped as being located on the property. The nearest mapped active fault is the Salt Lake City segment of the Wasatch fault is located approximately 15 miles west of the site (Utah Geological Survey, 2025).

3. Liquefaction

Based on our experience in the area and the subsurface conditions encountered, liquefaction is not a potential hazard at the site.

F. Water Soluble Sulfates

Based on published literature and previous experience in the area, the natural soil possesses negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the natural soil. Other conditions may dictate the type of cement to be used in concrete for the project.

G. Subsurface Drain

With the potential for perched water conditions to develop during the wet times of the year, we recommend that a subsurface drain be provided around the below-grade portion of the residence, including crawlspace areas. The subsurface drain system should consist of at least the following items.

1. The subsurface drain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the residence. A geosynthetic drain could be used as an alternative. The drain should extend up the foundation walls high enough (to within approximately 3 feet of the ground surface) to intercept potential subsurface water.

2. Free-draining gravel placed below floor slabs should connect to the perimeter drainage pipe. Consideration should be given to increasing the gravel thickness to 6 inches to facilitate drainage.

3. The flow line of the pipe should be placed at least 14 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

4. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1:1 (horizontal to vertical) so as not to disturb the soil below the residence.

5. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine grained material filling in the void spaces of the gravel.

6. Consideration may be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

7. If requested, we could observe the subsurface drain construction.

H. Pavement

Based on the subsoil conditions encountered, laboratory test results and the assumed traffic as indicated in the Proposed Construction section of the report, the following pavement support recommendations are given:

1. Subgrade Support

   The upper natural soil at the site ranges from lean clay to clayey gravel. A California Bearing Ratio (CBR) of 3 percent was used for our analysis and assumes a clay subgrade.

2. Pavement Thickness

Based on the subsoil conditions encountered, assumed traffic conditions presented in the Proposed Construction section of this report, a design life of 20 years for flexible pavement and 30 years for rigid pavement and methods presented by AASHTO, a pavement section consisting of 3 inches of asphaltic concrete overlying 8 inches of base course is calculated. A Portland cement concrete with a thickness of 5 inches could be considered as an alternative.

3. Pavement Material and Construction

a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the material specifications for the applicable jurisdiction. The use of other materials may result in the need for different pavement material thicknesses.

b. Rigid Pavement (Portland Cement Concrete)

The design assumes that a concrete shoulder or curb will be placed at the edge of the pavement and that the pavement will have aggregate interlock joints.

The pavement materials should meet the material specifications for the applicable jurisdiction. The pavement thicknesses indicated above assume that the concrete will have a 28-day compressive strength of 5,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. The maximum allowable slump will depend on the method of placement, but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The depth of joints should be approximately one-fourth the slab thickness.

I. Additional Services

It is important that Summit Geotech be involved during design and construction of the subdivision and residences. There are several items where we can provide value, help the design of the geotechnical aspects of the project be more efficient, and help reduce the risk to the design team and the owner.

We recommend that at least the following additional services be provided:

1. Observe the foundation excavations for the residences.
2. Review construction plans for the project to determine whether recommendations in this report have been incorporated into the design.
3. Observe fill placement and compaction during construction of the subdivision and residences. This is especially important in the area of the proposed road, residences and concrete flatwork.
4. Provide other testing and inspections that may be required by the building code or local jurisdiction.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the proposed construction and the information obtained from the test pits excavated at the property. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate our recommendations.

SUMMIT GEOTECH



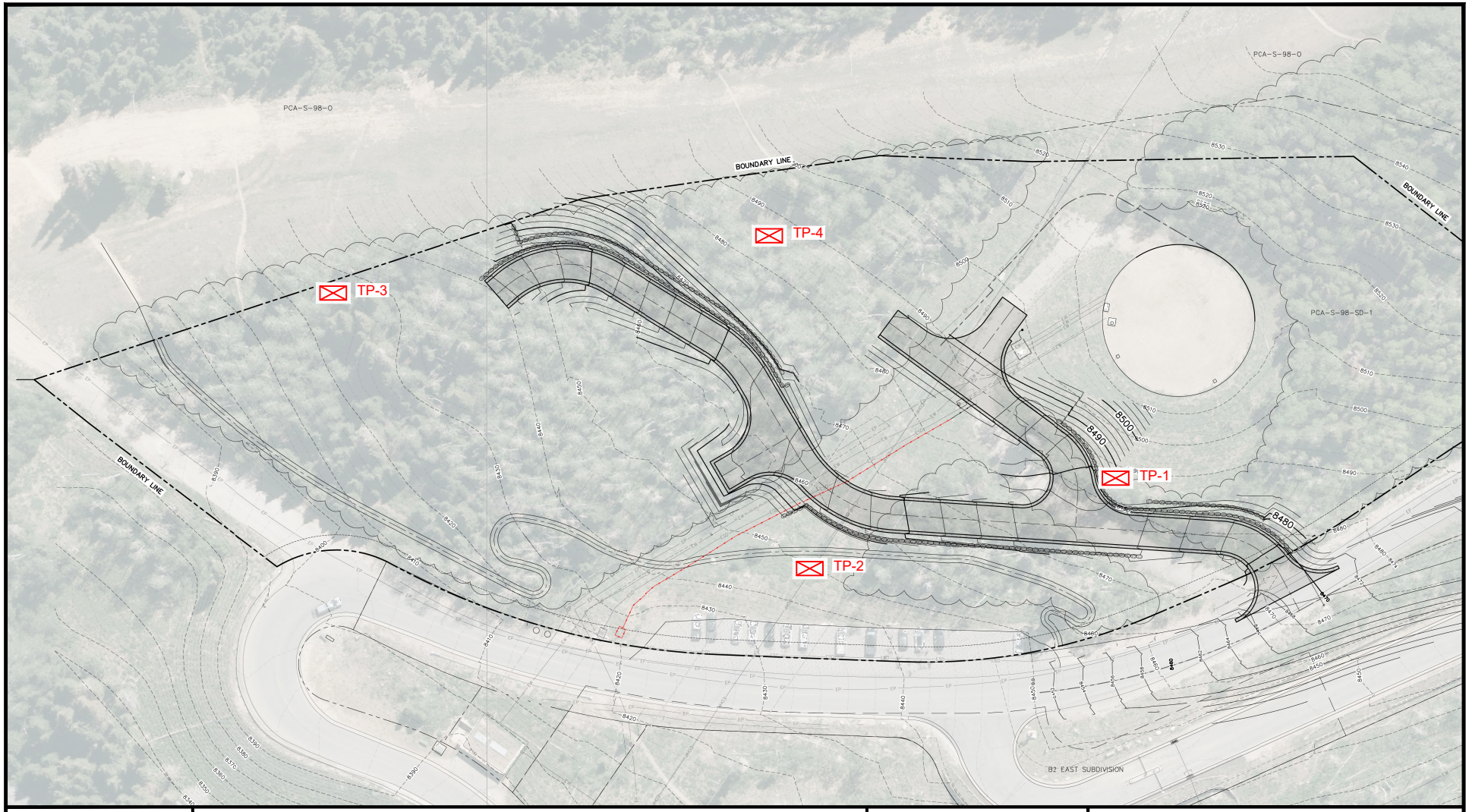
Scott D. Anderson, P.E.

Reviewed by Derek A. Wolfe, P.E.

REFERENCES

International Code Council 2020, 2021 International Building Code, Falls Church, Virginia.

Utah Geological Survey, 2025; Utah Quaternary Fault and Fold Database, https://geology.utah.gov/apps/hazards/ accessed June 20, 2025.



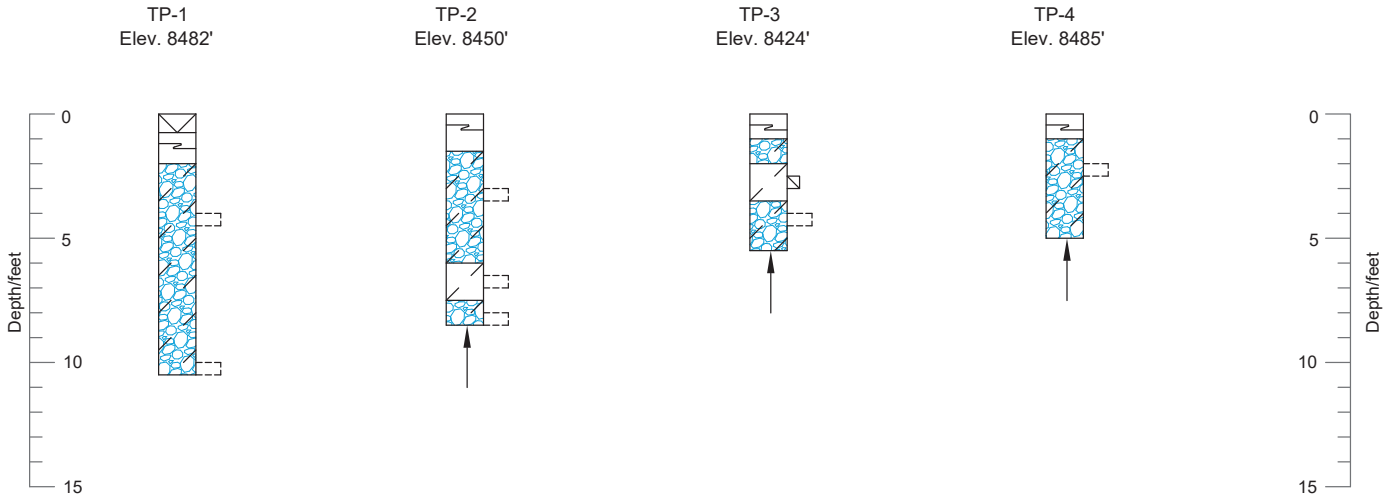
SUMMIT GEOTECH

WATER TANK SUBDIVISION
9401 MARSAC AVENUE
PARK CITY, UTAH

0 60' 120'
Approximate Scale

SITE PLAN

Project Number 25025
Figure 1



Approximate Vertical Scale 1"=8'

For Legend and Notes see Figure 3

SUMMIT GEOTECH

WATER TANK SUBDIVISION
9401 MARSAC AVENUE
PARK CITY, UTAH

Test Pit Logs

Project Number 25025 Figure 2

LEGEND:



Fill; clayey gravel with sand, slightly moist, light brown.



Topsoil; sandy lean clay with gravel, occasional cobbles up to 6 inches in size, moist, dark brown, roots.



Sandy Lean Clay (CL); some gravel, stiff to very stiff, moist to very moist, light brown to brown.



Clayey Gravel with Sand (GC); frequent cobbles, some boulders up to 2 feet in size, dense to very dense, moist to very moist, light brown to brown.



Indicates relatively undisturbed hand drive sample taken.



Indicates disturbed hand drive sample taken.

Indicates practical excavation refusal.

NOTES :

1. The test pits were excavated on June 17, 2025 with a trackhoe.
2. The locations of the test pits were measured by pacing from features shown on the site plan provided.
3. The elevations of the test pits were determined by interpolating between contours shown on the site plan provided.
4. The test pit locations and elevations should be considered accurate only to the degree implied by the method used.
5. The lines between materials shown on the test pit log represent the approximate boundaries between materials and the transitions may be gradual.
6. No free water was encountered in the test pit at the time of excavation.

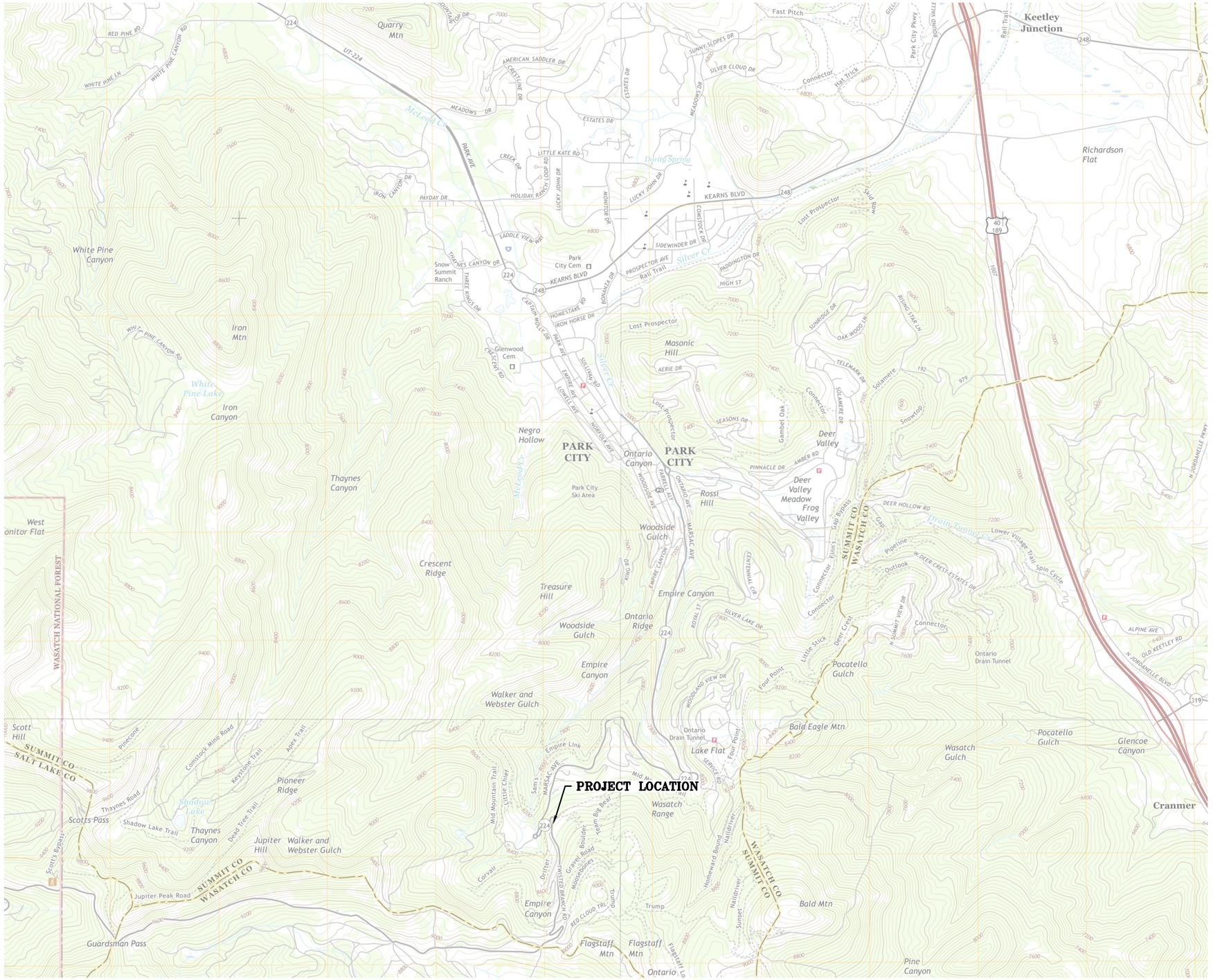
SUMMIT GEOTECH

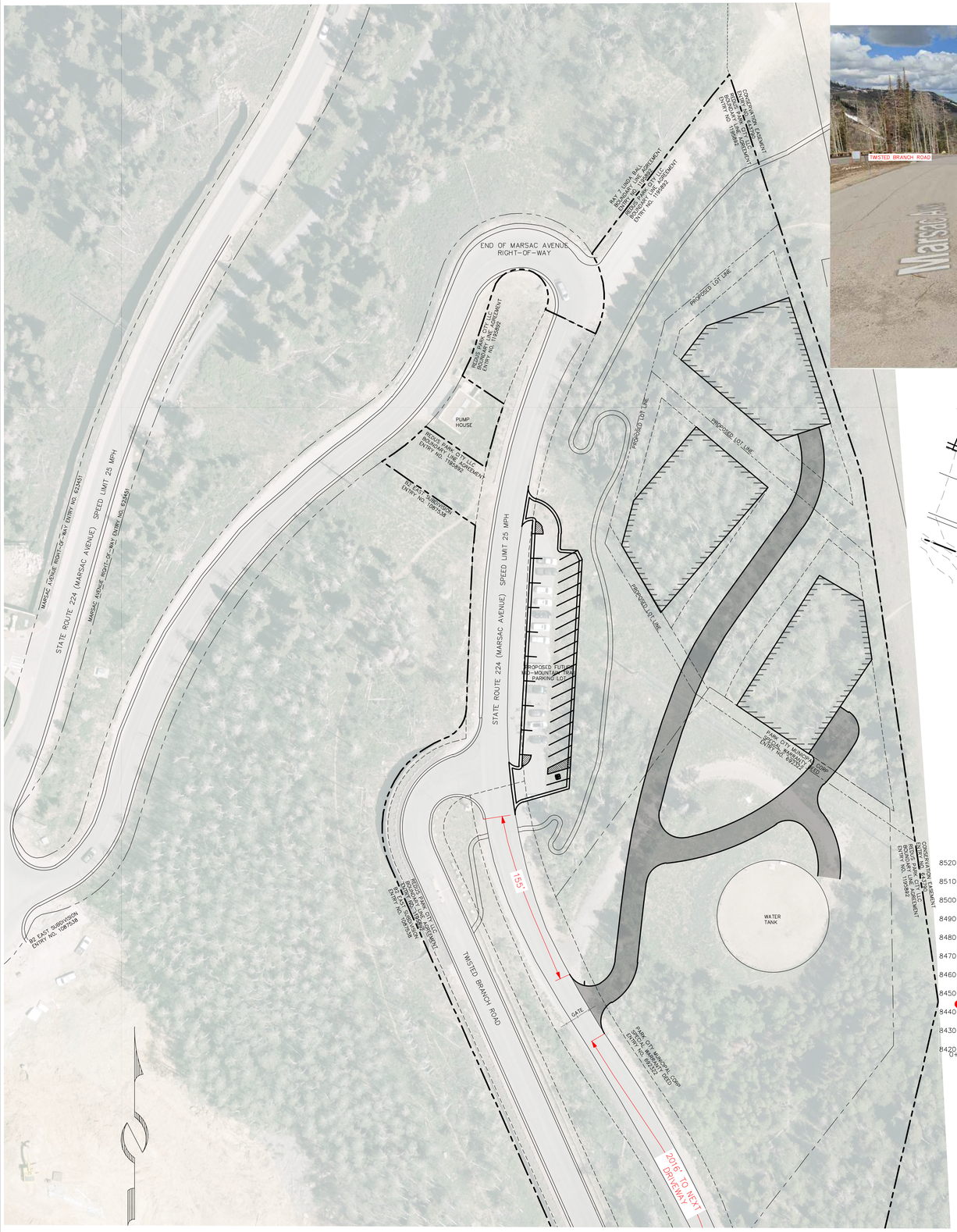
WATER TANK SUBDIVISION
9401 MARSAC AVENUE
PARK CITY, UTAH

Legend and Notes

Project Number 25025 Figure 3

VICINITY MAP

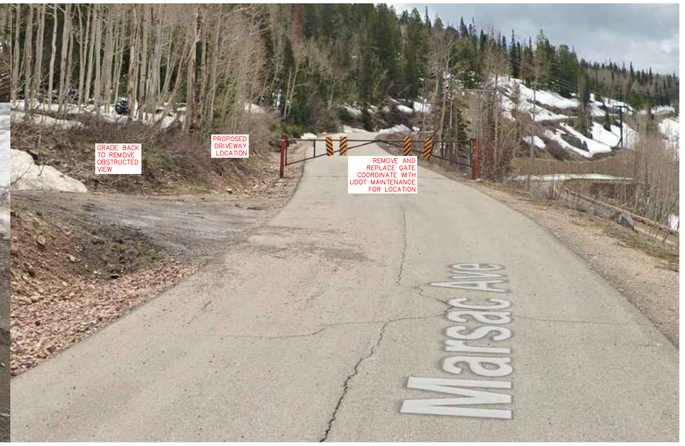

PROJECT LOCATION
PARK CITY
PARK CITY
Quarry Mtn
Fast Pitch
Keetley Junction
Richardson Flat
White Pine Canyon
Iron Mtn
White Pine Lake
Iron Canyon
Thaynes Canyon
Negro Hollow
Ontario Canyon
Masonic Hill
Deer Valley
Deer Valley Meadow Frog Valley
Rossi Hill
Park City Ski Area
Woodside Gulch
Crescent Ridge
Treasure Hill
Empire Canyon
Ontario Ridge
Walker and Webster Gulch
Pocatello Gulch
Bald Eagle Mtn
Wasatch Gulch
Glencoe Canyon
Cranmer
Lake Flat
Wasatch Range
Bald Mtn
Pine Canyon
Flagstaff Mtn
Guardsman Pass
Scotts Pass
Pioneer Ridge
Jupiter Hill
Scott Hill
Snow Summit Ranch
Park City Cem
Glenwood Cem
Ontario Drain Tunnel
Silver Cr
McLeod Cr
Drain Tunnel
Lower Village Trail
Spin Circle
Snowdrop
Solamere
Connector
Hal Trick
Rail Trail
Park City Pkwy
Lost Prospector
Sunridge Dr
Oak Wood Ln
Bronco Star Ln
Telemark Dr
Aerie Dr
Seasons Dr
Pinnacle Dr
Amber Rd
Deer Hollow Rd
Outlook
W Deer Crest Estates Dr
Alpine Ave
Old Keetley Rd
N Jordanelle Blvd
Jordanelle Pkwy
Sawtooth Dr
Woodland View Dr
Four Point
Little Stick
Deer Crest
Sunny Slopes Dr
Silver Cloud Dr
Meadows Dr
Estates Dr
American Saddler Dr
Crest Line Dr
Little Kate Rd
Lucky John Dr
Iron Canyon Dr
Payday Dr
Holiday Ranch Loop Rd
Saddle View Way
Sidewinder Dr
Comstock Dr
Paddington Dr
High St
Homestake Rd
Iron Horse Dr
Captain Molly Dr
Bonanza Dr
Three Kings Dr
Thaynes Canyon Dr
Park Ave
Empire Ave
Lowell Ave
Norfolk Ave
Sullivan Rd
Crescent Rd
Marsac Ave
Empire Link
Mid Mountain Trail
Little Chief
Sam's Gulch
Service Rd
Ontario Ave
Parrott Ave
Woodside Ave
Empire Canyon Rd
Centennial Cir
Royal Ln
Silver Lake Dr
Gambel Oak
Connector
Gap Bypass
Frim's Gap
Pipeline
Draw Tunnel
Summit Co
Wasatch Co
Salt Lake Co
Wasatch National Forest
UT-224
Red Pine Rd
White Pine Canyon Rd
White Pine Ln
Mountain Top Dr
Meadows Dr
Park Ave
Kearns Blvd
Rail Trail
Lost Prospector
Comstock Mine Road
Keystone Trail
Apex Trail
Thaynes Road
Shadow Lake Trail
Dead Tree Trail
Jupiter Peak Road
Scotts Bypass
Corvair
Driftin'
Twisted Branch Rd
Gravel Boulder
Moosebones
Red Cloud Trl
Trump
Sunset
Nailadriver
Homeward Bound
Mid Mountain Trail
Sam's Gulch
Marsac Ave
Empire Link
Service Rd
Four Point
Ontario Drain Tunnel
Lake Flat
Wasatch Range
Bald Mtn
Pocatello Gulch
Wasatch Gulch
Glencoe Canyon
Cranmer
Pine Canyon
Flagstaff Mtn
Guardsman Pass
Scotts Pass
Pioneer Ridge
Jupiter Hill
Walker and Webster Gulch

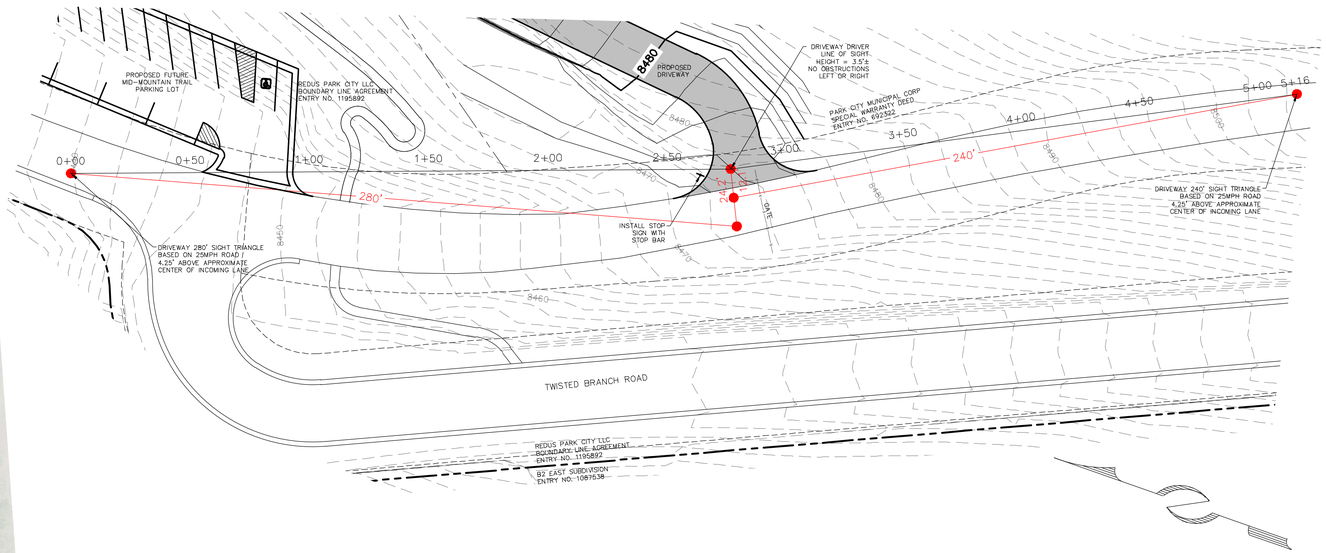


LOOKING NORTH FROM
PROPOSED DRIVEWAY LOCATION



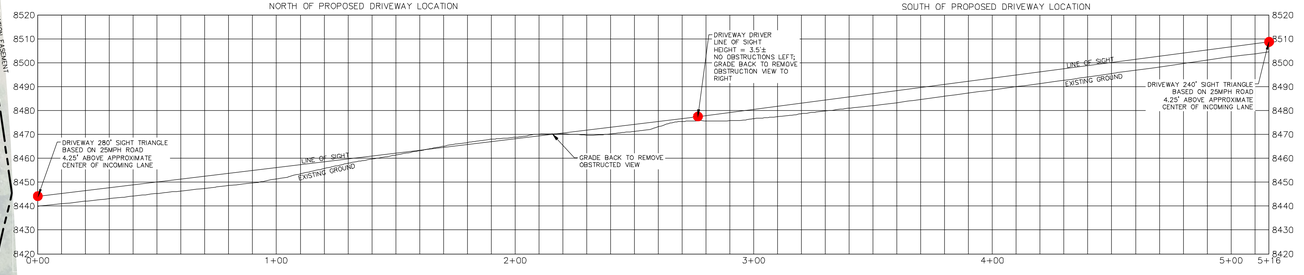
LOOKING SOUTH FROM
PROPOSED DRIVEWAY LOCATION





NORTH OF PROPOSED DRIVEWAY LOCATION

SOUTH OF PROPOSED DRIVEWAY LOCATION



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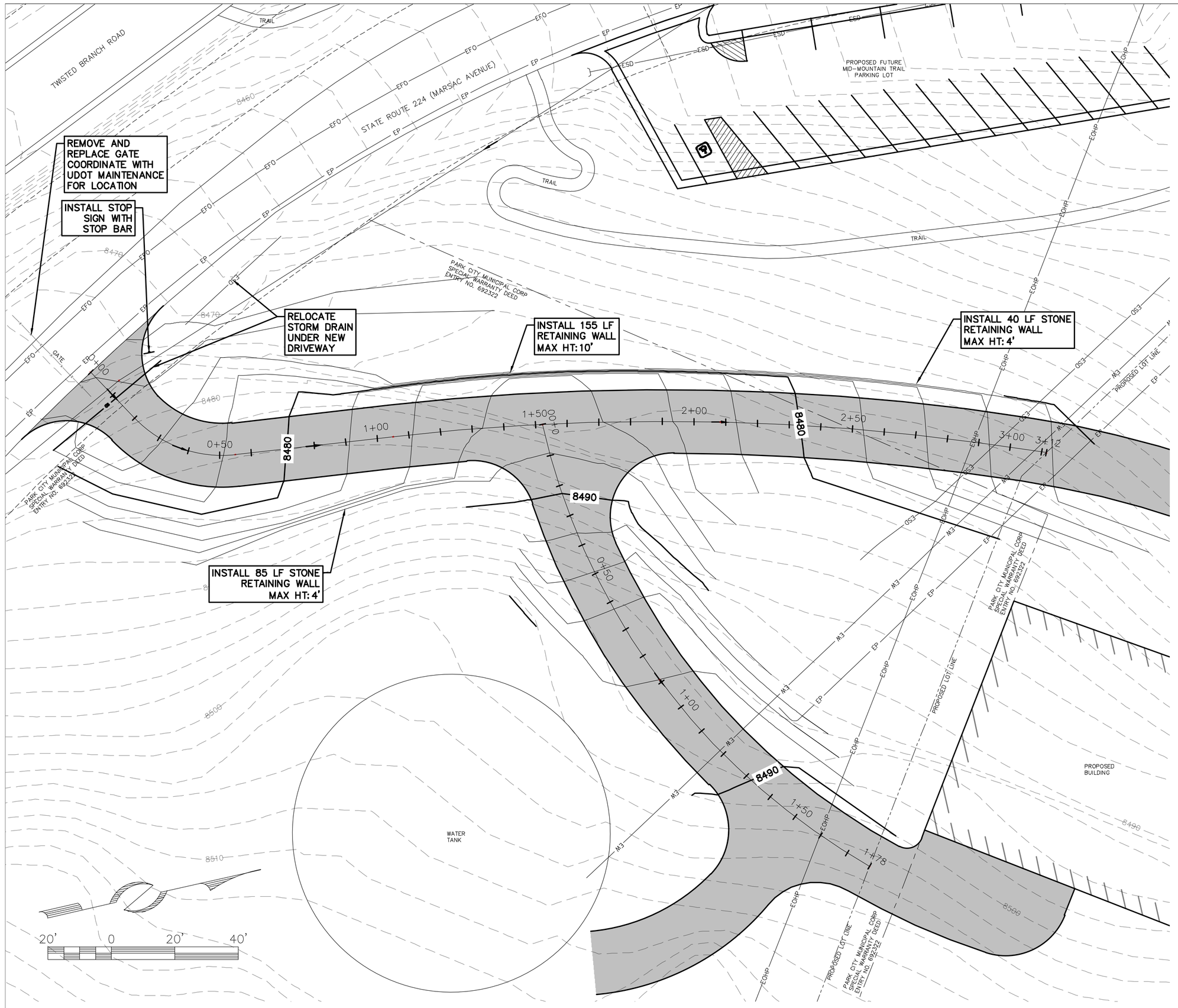
STAFF:
CONNOR DINSMORE
THOMAS VAUGHN

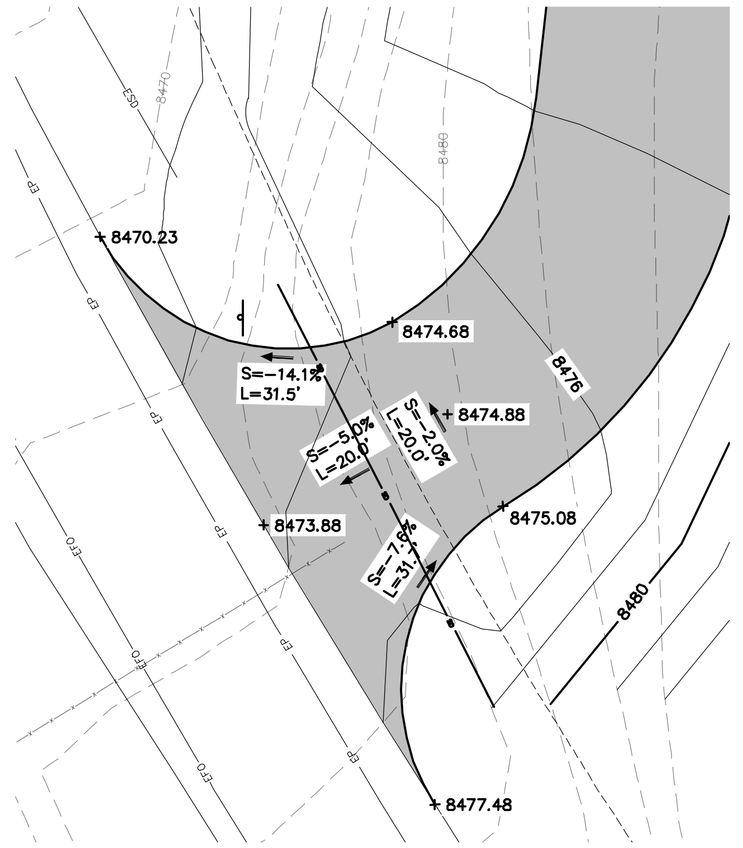
DATE: 12/22/22

CONDITIONAL ACCESS PERMIT EXHIBIT
EMPIRE WATER TANK
EAST OF 9300 MARSAC AVENUE

FOR: DOUG OGILVY
JOB NO.: 12-2-16
FILE: X:\Empire\dwg\Water Tank CAP\Water Tank-Meeting Exhibit.dwg

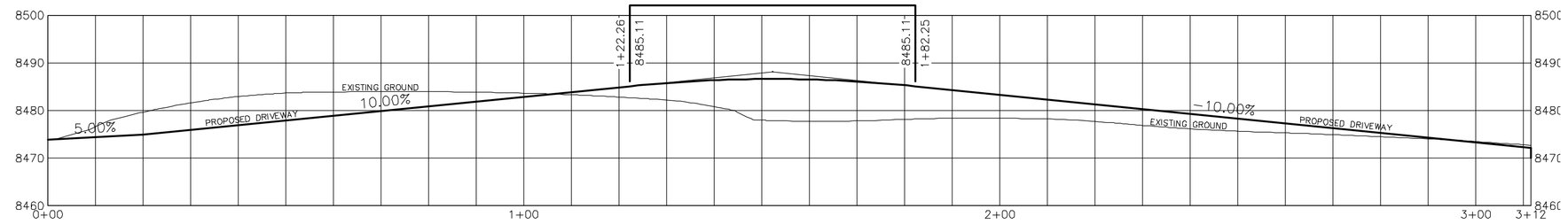
SHEET 2 **OF** 3



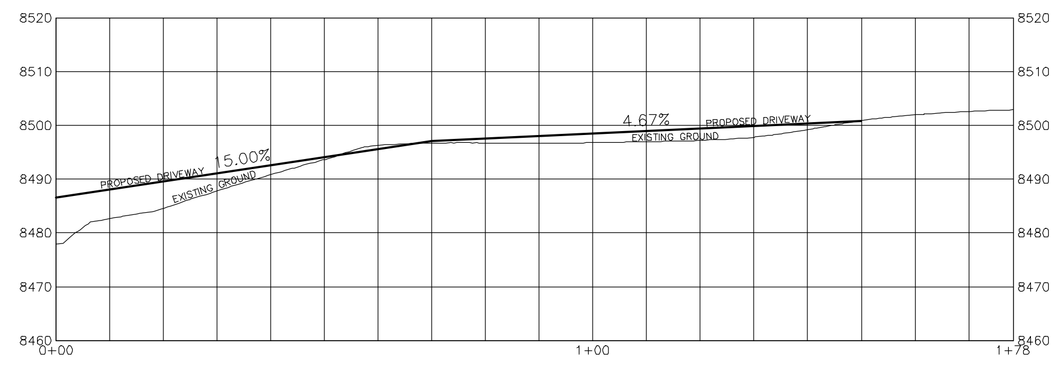


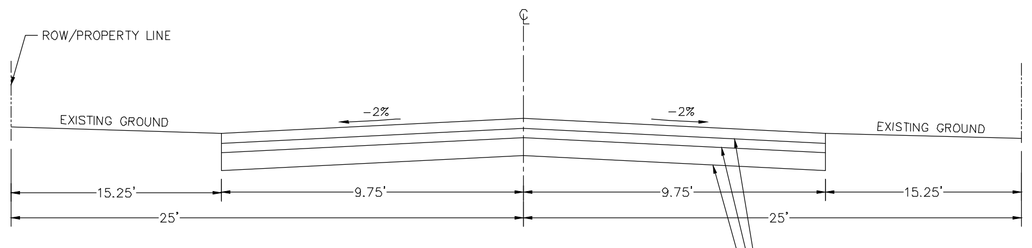
DRIVEWAY CONNECTING TO SR 224

PVI STA=1+52.26
PVI ELEV=8488.106
HIGH PT STA=1+52.26
HIGH PT ELEV=8486.61
R=300.00
A=-20.0%
L=60

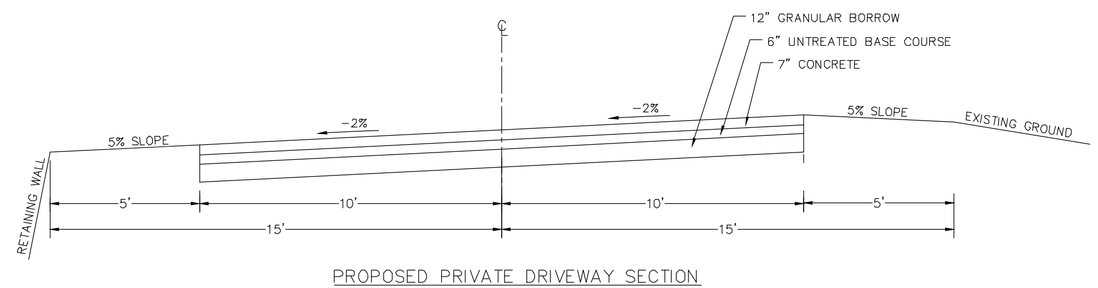


DRIVEWAY GOING TO WATER TANK





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



PROPOSED PRIVATE DRIVEWAY SECTION
ALL MATERIALS TO MEET
UDOT ROAD SPECIFICATION
(NOT TO SCALE)

DESIGNED STORM DRAIN	SD
EXISTING OVERHEAD POWER	EOHP
EXISTING POWER	EP
EXISTING WATER	EW
EXISTING FIBER OPTIC	EFO
EXISTING STORM DRAIN	ESD
EXISTING SANITARY SEWER	

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STAFF:
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THOMAS VAUGHN

DATE: 12/22/22

GRADING & UTILITY
EMPIRE WATER TANK
EAST OF 9300 MARSAC AVENUE

FOR: DOUG OGILVY
JOB NO.: 12-2-16
FILE: X:\Empire\dwg\Water Tank CAP\Water Tank-Meeting Exhibit.dwg

SHEET 3 OF 3

PARK CITY
1884

Planning Department

June 26, 2024

Douglas Ogilvy
Parcel: PCA-S-98-SD-1A

CC: Sommet Blanc, LLC

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	Parcel: PCA-S-98-SD-1A
Zoning District:	Residential Development
Application:	Conditional Use Permit
Project Number:	PL-24-06159
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	June 26, 2024
Project Summary:	The Applicant Proposes Parking Area Improvements at the Mid Mountain Trailhead, Consistent with the Sommet Blanc Plat and CUP Approvals.

Action Taken

On June 26, 2024, the Planning Commission conducted a public hearing and approved the Parking Area improvements according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes improvements to the existing Mid-Mountain Trailhead parking to increase the Parking Spaces from 15 to 29 with two that are ADA compliant. The current paved parking area requires vehicles to back onto Marsac Avenue. The improved Parking Area will be horizontally separated from Marsac Avenue with a low landscaped berm and includes angle-in parking with a one-way entrance and exit, and parallel parking for vehicles with trailers.

2. The Applicant proposes retaining walls greater than six feet in height and the removal of Significant Vegetation to construct the Parking Area improvements.
3. The Mid-Mountain Trailhead and Parking Area along Marsac Avenue in the Empire Pass area near the Sommet Blanc site has been an unofficial Parking Area for many years and is popular for recreational users.
4. Parking Areas greater than five Parking Spaces require a CUP in the RD Zoning District.
5. The Sommet Blanc Conditional Use Permit (CUP) was approved by the Planning Commission March 9, 2022, for the development of 49 residential units and a 3,600-square-foot restaurant
6. The Mid-Mountain Trailhead was considered as part of the 2022 Sommet Blanc approvals and CUP Condition of Approval 24 states.
    a. Condition of Approval 24 from the CUP Final Action Letter states: "Applicant shall construct a parking lot at the Mid-Mountain location and reroute the Mid-Mountain trail, which shall be reviewed and approved by the City Trails & Open Space Manager."
    b. Condition of Approval 25 states: "Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage and maintain the Mid-Mountain parking lot (snow removal to remain within the EPMOA)."
    c. Condition of Approval 18 from the Sommet Blanc plat approval states: "The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24."
7. On June 6, 2024, the Applicant submitted a CUP for the required improvements to the Mid-Mountain Trailhead.
8. On June 11, 2024, staff determined the Application was complete.
9. The proposal complies with the Residential Development Zoning District requirements found in LMC Chapter 15-2.13
    a. Front Setback
        i. Parking Areas are listed as a Front, Side and Rear Setback exception in the RD Zoning District. The Proposed Parking Area is approximately 13 feet from the property line along Marsac Avenue.
    b. Side Setback
        i. The proposed Parking Area improvements are greater than 12 feet from any side property line.
    c. Rear Setback

i. The proposed Parking Area improvements are greater than 15 feet from the rear property line.

d. Vegetation Protection
   i. The Applicant proposes to remove seven trees with a diameter of 6" inches or greater.
   ii. LMC § 15-5-5(N)(4)(i)(2) establishes exceptions where the Forestry Board and Planning Director may approve the removal of Significant Vegetation "if upon their review it is found that equivalent replacement is impossible, would be detrimental to the site's existing and/or proposed vegetation, or violates Chapter 11-21 Utah Wildland-Urban Interface Code."
   iii. On June 6, 2024, the Forestry Board reviewed the proposal and determined the replacement of Significant Vegetation would be detrimental to the site's existing vegetation and approved the removal of seven trees with a diameter of 6" inches or greater.

10. The proposal, as conditioned, complies with LMC § 15-3-4 Specific Parking Area Standards for Parking Areas With 5 of More Spaces.
    a. All Parking Lots shall maintain the required Front and Side Setbacks as would be required for any Structure.
       i. LMC § 15-15-1 defines Parking Lot, Commercial: "A Parking Lot in which motor vehicles are parked for compensation or for Commercial Uses."
       ii. Parking Area is defined: "An unenclosed Area or Lot other than a Street used or designed for parking."
       iii. The Applicant proposes a Parking Area at the Mid Mountain Trailhead. Parking Areas are listed as a Front, Side and Rear Setback exception in the RD Zoning District.
    b. A geotechnical report must be submitted to the City Engineer providing recommendations on Parking Lot design and construction parameters. The City Engineer may approve minor spacing and width deviations.
       i. On June 4, 2024, the City Engineer reviewed the proposed plans. The Engineering Department requires the Applicant to provide detailed engineered plans and a geotechnical report for the proposed retaining walls and Parking Area improvements at building permit submittal.

11. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
    a. Size and Location of Site
        i. The proposed Parking Area improvements will help increase pedestrian and vehicle safety at the Mid-Mountain Trailhead because vehicles will no longer be required to back into Marsac Avenue, and there is a one-way entrance and exit.
    b. Traffic Capacity
        i. The proposed Parking Area improvements will help alleviate vehicular traffic and conflict surrounding the Mid-Mountain Trailhead by removing the need for parked cars to back into Marsac Avenue.
    c. Utility Capacity
        i. The Development Review Committee reviewed the proposal on June 4, 2024, and confirmed the proposal conforms with their requirements.
    d. Emergency Vehicle Access
        i. The Park City Fire District reviewed the proposal on June 4, 2024, and confirmed the proposal conforms with their requirements.
    e. Off-Street Parking
        i. The proposed Parking Area improvements will increase the amount of Off-street parking for recreation uses from 15 Parking Spaces to 29.
    f. Internal Vehicular and Pedestrian Circulation System
        i. The proposed Parking Area improvements will help increase pedestrian and vehicle safety at the Mid-Mountain Trailhead because pedestrians and users of the Parking Area will be located off Marsac Avenue and will be separated by a landscaped berm.
    g. Fencing, Screening, and Landscaping
        i. The Applicant proposes retaining walls greater than six feet along the hillside to stabilize the slope surrounding the Parking Area. The maximum height that the retaining walls will reach is 12 feet from Final Grade and will span the length of the Parking Area, approximately 288 feet across. The proposed retaining wall will be constructed of rocks.

ii. Retaining walls greater than six feet in the RD Zoning District require an Administrative Conditional Use Permit (ACUP). The Applicant submitted an ACUP for the retaining walls with the Planning Department.

h. Structure Mass, Bulk, and Orientation
   i. The total square footage for the proposed improvements will be approximately 18,000 square feet. Vegetation must be protected during development activity, and disturbed areas must be replaced to existing or improved conditions.
   ii. The proposed Parking Area improvements will be similar in design to other Trailheads in Park City. On May 27, 2024, the Trails and Open Space Department approved the design for the proposed Parking Area improvements.

i. Useable Open Space
   i. The proposed Parking Area will increase the accessibility to Open Space for the community.

j. Signs and Lighting
   i. Municipal Code of Park City § 12-8-1 lists exceptions from the Sign Code requirements: "Signs located inside open-air recreational facilities that are not oriented to public streets, such as signs in ski resorts, skateboard parks, and golf courses, are exempt from the requirements of this Title."
   ii. The Applicant proposes a trailhead kiosk sign that is four feet wide by four feet tall and approximately eight feet tall and is not oriented to Marsac Avenue, similar to other kiosk signs at Park City trailheads.
   iii. There will be six signs, approximately seven square feet each, oriented towards Marsac Avenue.
   iv. The Sign Code states the following in § 12-8-1(A): "CITY SIGNS. Signs erected by or at the direction of the Park City Municipal Corporation are exempt from the requirements of this Title."
   v. The Trails and Open Space and Engineering Department requires the Applicant to install entrance and exit signs, trail crossing warning signs, a stop sign at the Parking Area exit, and trail stop signs for trail users.

k. Physical Design and Compatibility with Surrounding Structures

i. The Applicant proposes retaining walls greater than six feet along the hillside to stabilize the slope surrounding the Parking Area. The maximum height that the retaining walls will reach is 12 feet from Final Grade and will span the length of the Parking Area, approximately 288 feet across. The proposed retaining wall will be constructed of rocks.

ii. The design of the Parking Area will be graded to match the existing grade of Marsac Avenue and will be screened from Marsac Avenue with a low landscaped berm with small boulders approximately 3-5 feet in diameter to discourage parking within the landscaped area.

l. Noise, Vibration, Odors, Steam, or Other Mechanical Structures

i. The applicant proposes installing a 110-square-foot singular pit toilet on the east side of the Parking Area, to be maintained by the Trails and Open Space Department.

m. Control of Delivery and Service Vehicles; Loading and Unloading; Screening of Trash and Recycling Pickup Areas

i. The Applicant proposes to install one trash can and a recycling can that will be screened with existing vegetation on site.

n. Expected Ownership

i. Parcel PCA-S-98-SD-1A is owned by REDUS LLC. The Applicant obtained approval by UDOT for the proposed work adjacent to Marsac Avenue.

o. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slopes

i. The proposed Parking Area improvements plans were evaluated as part of the Sommet Blanc MPD/CUP Approval. The Planning Commission reviewed the proposed location and plans for the Mid-Mountain Trailhead improvements attached as Exhibit X to the March 9, 2022, Planning Commission packet.

ii. Staff determined at that time "The MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay. The MPD does not assert why this is, but it may be because at the time of annexation, the City and Applicant strategically chose specific development pods and donated the other acreage to preservation. Fourteen (14) technical reports were required and submitted with the annexation agreement that covered

detailed reports of the area including a mine soil mitigation plan, open space management plan, a trails master plan, historic preservation, and wildlife management plan (amongst others). Again, these plans were utilized to suggest the least sensitive areas for development while preserving 826 acres as Open Space. The 2004 Village at Empire Pass MPD Conclusion of Law #10 noted "The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD annexation; however, the locations of the development pods are based on Sensitive Lands principles."

iii. The Applicant proposes retaining walls to stabilize the slope surrounding the Parking Area. The proposed retaining walls are appropriate for the site and necessary to stabilize the surrounding hillside for the Parking Area improvements. Condition of Approval 3 requires the Applicant to provide engineered plans and a geotechnical report to be reviewed by the Engineering Department prior to Building Permit issuance.

iv. The proposed Parking Area improvements do not conflict with any Physical Mine Hazards, and it is outside the Soils Ordinance Boundary. No wetlands, ridgelines, stream corridors, or wildlife habitat will be impacted.

v. The Flagstaff technical report number 13 "Wildlife Management Plan" does not mention the Mid-Mountain Trailhead as a Sensitive Wildlife Area. The Open Space Management plan does not specifically mention the Mid-Mountain Trailhead, but it could be inferred that the "trailhead" mentioned is referring to the Mid-Mountain Trailhead. "Deer Valley and UPK have historically cooperated with the Utah Department of Transportation (UDOT) in providing a base parking area and snowmobile route through the Deer Valley ski area for use by property owners in Wasatch County in accessing cabins and/or lots outside the boundaries of Deer Valley ski resort. This route is the same as that referred to under the commercial snowmobile operations section, above. While the parking area and trailhead will ultimately be relocated, Deer Valley and UPK will continue to work with UDOT in providing winter access to Wasatch County landowners."

vi. The proposal includes parallel parking stalls for vehicles with trailers. There are no additional technical reports that mention the Mid-Mountain Trailhead.

p. General Plan
   i. Goal 4 of the General Plan states: "Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting." The proposed Parking Area improvements will increase access and connectivity in Open Space areas.
   ii. Goal 9 of the General Plan states: "Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors." The proposed Parking Area improvements will provide residents and visitors with improved access to recreational opportunities.

12. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 12, 2024.
13. Staff mailed courtesy notice to property owners within 300 feet on June 12, 2024. The Park Record published courtesy notice on June 12, 2024.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.13 *Residential Development Zoning District*, Chapter 15-3 *Off-Street Parking*, and Section 15-1-10, *Conditional Use Review Process*.
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. Final building plans and construction details shall reflect substantial compliance with the final plans dated June 7, 2024, submitted to the Planning Department and reviewed June 26, 2024, by the Planning Commission.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes from the approved plans. 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 prior to construction.

3. The Applicant shall provide detailed engineered plans and a geotechnical report for the proposed retaining walls and Parking Area improvements at building permit submittal.
4. The Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage and maintain the Mid-Mountain parking lot (snow removal to remain within the EPMOA) prior to Building Permit Issuance.
5. The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24.
6. All disturbed vegetation must be replaced to existing or improved conditions and shall comply with LMC § 15-5-5(N). Seeded areas shall have at least 80% or more germination prior to site completion.
7. The Applicant shall obtain a Conditional Access Permit from UDOT prior to building permit issuance.

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

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Virgil Lund

Planning Commission
Staff Report

Subject: **301 Marsac Avenue**
Applications: **PL-23-05947**
Author: **Elissa Martin**
Date: **August 13, 2025**
Type of Item: **Plat Amendment**

Recommendation

(I) Review the 301 Marsac Avenue Plat Amendment to create one 3,750-square-foot Single-Family Dwelling Lot and a 431-square-foot no-build parcel, (II) conduct a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Silver Stream Advisors, LLC Representative: Jodi Hoffman, Park City Legal
Location:	301 Marsac Avenue (PC-441)
Zoning District:	Historic Residential-1
Adjacent Land Uses:	Single Family and Multi-Family Residential
Reason for Review:	Plat Amendments require Planning Commission Final Action.[1]

CUP	Conditional Use Permit
HDDR	Historic District Design Review
HR-1	Historic Residential – 1
LMC	Land Management Code
ROW	Right-of-Way
SFD	Single-Family Dwelling
SSCUP	Steep Slope Conditional Use Permit

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

Summary

The Applicant proposes a Plat Amendment at 301 Marsac Avenue to create one 3,750-square-foot Lot to construct a Single-Family Dwelling (SFD) and one 431-square-foot parcel designated as a no-build area in the Historic Residential-1 (HR-1) Zoning District.

[1] LMC § 15-1-8(G) & (H)

Access to the proposed SFD Lot is from Marsac Avenue (SR 224), which requires approval from UDOT. The proposed Plat Amendment dedicates the portion of the property that overlaps with Marsac Avenue to UDOT as public Right-of-Way (ROW).

A Steep Slope Conditional Use Permit (SSCUP) and Historic District Design Review (HDDR) for the SFD are being processed concurrently.



Figure 1: Vicinity Map of 301 Marsac Avenue

Background

301 Marsac Avenue is a 4,875-square-foot vacant property comprised of Lots 1 and 2 of Block 54 of the Amended Plat of the Park City Survey. The existing conditions survey (Exhibit B) shows encroachments of the foundation and decks of the Duplex at 301 and 303 Ontario Avenue onto 301 Marsac Avenue, which shares a common rear Lot line to the east. An encroachment agreement was recorded on June 3, 2022 for the encroachments (Recorder Entry No. 1190328, Exhibit C).

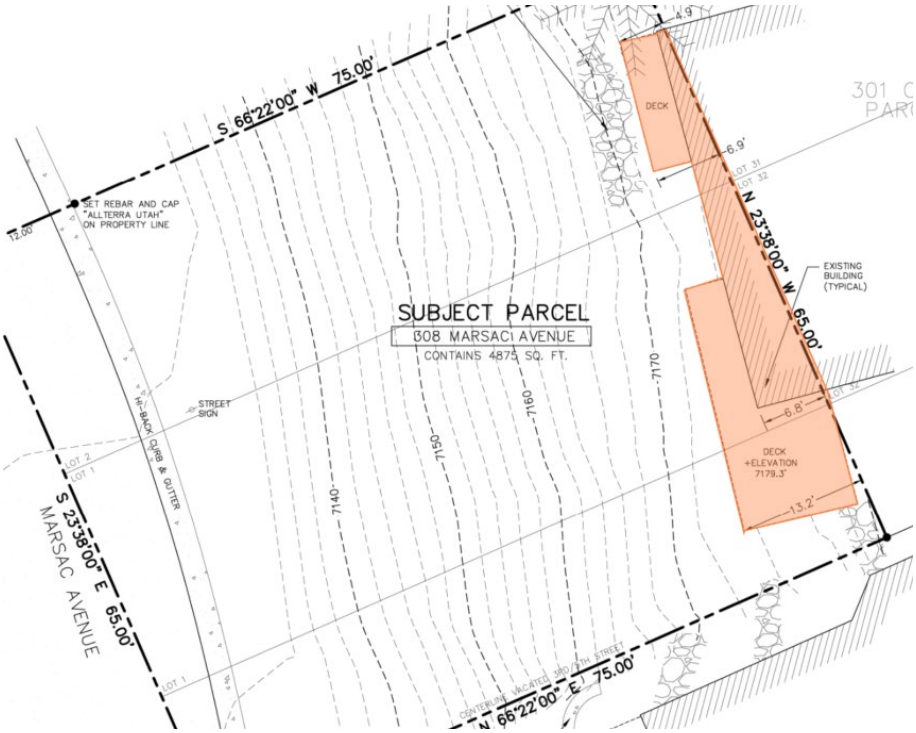


Figure 2: Existing Conditions Survey showing encroachments of 301 and 303 Ontario Avenue onto 301 Marsac Avenue (staff shaded in orange).



Figure 3: The Duplex at 301 and 303 Ontario Avenue—the grey structure—that encroaches onto 301 Marsac Avenue visible from Google Maps from Marsac Avenue looking eastward.

The Planning Commission reviewed the SSCUP (PL-25-05946) and Plat Amendment (PL-23-05947) at a June 25, 2025 work session (Planning Commission Packet, Item 4A; Meeting Video) and provided feedback to the Applicant to modify the Plat based on staff's recommendation to designate the 431-square-foot parcel as a no-build area, as opposed to inaccessible dedicated "Open Space" with substantial encroachments. The Commission provided the Applicant with additional information regarding required revisions to bring the proposed SFD in alignment with the SSCUP criteria and Historic District Regulations. See the June 25, 2025 Work Session Staff Report for the full Background and history of the applications.

The Plat Amendment was scheduled for a public hearing at the July 23, 2025 Planning Commission meeting(Planning Commission Packet, Item 5A). However, the Plat Amendment application was continued to the August 13, 2025 Planning Commission meeting to allow the Applicant additional time to make required revisions to the Plat.

Analysis

(I) The proposed Plat Amendment to create one 3,750-square-foot Lot for development of a SFD and a 431-square-foot no-build parcel meets the HR-1 Zoning District *Lot and Site Requirements*.

The HR-1 Zoning District requires a minimum Lot size of 1,875 square feet and a maximum Lot size of 3,750 square feet for a SFD. The minimum Lot width requirement is 25 feet measured 15 feet back from the Front Lot Line.[2]

[2] LMC § 15-2.2-3

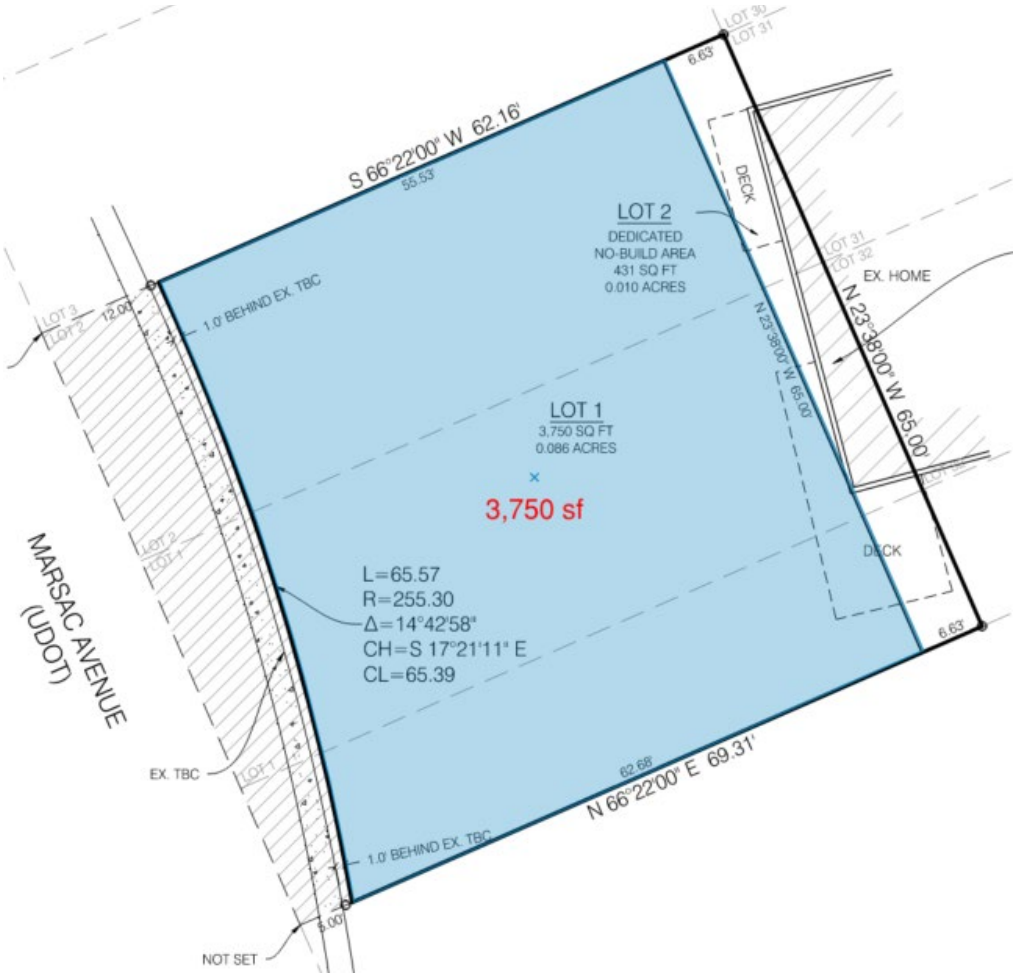


Figure 4: Proposed Plat Amendment.

COMPLIES: The existing property is 4,875 square feet, which exceeds the maximum Lot size for a SFD in the HR-1 Zoning District. To meet the maximum Lot size, the Applicant proposes platting a 3,750-square-foot Lot (the width of the proposed Lot is 65 ½ feet, which meets the minimum Lot width requirement of 25 feet) and establishing a 431-square-foot Parcel A, which contains the 301 and 303 Ontario Avenue encroachments, as a no-build area. Additionally, the Applicant is required to dedicate 694 square feet to UDOT for the Marsac Avenue (SR 224) ROW.

A plat note has been added that limits future construction to the repair and maintenance of the existing 301 and 303 Ontario Avenue Duplex encroachments in accordance with the Non-Complying Structure regulations outlined in LMC Chapter 15-9. The plat note requires that if the encroachments are demolished in the future, no new development may occur on Parcel A. Condition of Approval 5 requires the plat note also include that when the 301 and 303 Ontario Avenue encroachments are removed, the property owner of 301 Marsac Avenue is responsible for stabilizing and revegetating the Parcel A no-build area and shall submit a landscape plan to the Planning, Building, and Engineering Departments for review and approval.

Condition of Approval 6 requires a plat note be added to demarcate the 10-foot Rear

Setback shall be measured from the rear Lot line of Lot 1, as opposed to the rear property boundary of Parcel A.

(II) The proposed Plat Amendment complies with LMC Chapter 15-7, *Subdivision General Provisions.*

Pursuant to LMC § 15-7.1-3 the Planning Commission must find Good Cause to approve a Plat Amendment. LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community."

The proposed Plat Amendment creates one compliant SFD Lot and establishes a portion of the rear of the property, that contains the encroachments, as a no-build parcel. The plat also dedicates a portion of the property that overlaps with Marsac Avenue (SR 224) to UDOT as public ROW. The proposed Plat meets the zoning requirements of the HR-1 Zoning District. No Public Street, Right-of-Way, or easement is vacated or amended.

(III) The Development Review Committee requires Conditions of Approval.[3]

The Development Review Committee reviewed the proposal on December 17, 2024, and have the following Conditions of Approval:

1. Prior to plat recordation, the Applicant must meet with water to discuss the requirements for extending a waterline, possibly off Ontario Avenue, at a minimum.
2. Prior to building permit submittal, the applicant shall obtain an access permit from UDOT for the driveway access on SR 224, and coordinate with UDOT to dedicate a snow storage easement.

Department Review

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

Notice

For the July 23, 2025 Planning Commission meeting, on July 8, 2025, staff mailed courtesy notice to property owners within 300 feet and on July 9, 2025, posted public notice to the property and published notice on the City's website and the Utah Public Notice website. The *Park Record* published notice on July 9, 2026. The Planning Commission held a public hearing and continued the hearing to August 13, 2025.

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

For the August 13, 2025 Planning Commission meeting, on July 28, 2025, staff published notice on the City's website and the Utah Public Notice website. The *Park Record* published notice on July 30, 2025.[4]

Public Input

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

Alternatives

The Planning Commission may:

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

Exhibit

A: Draft Final Action Letter
    Attachment 1: 301 Marsac Avenue Plat Amendment

[4] LMC § 15-1-21

Planning Department

August 13, 2025

Silver Stream Advisors, LLC

CC: Jodi Hoffman, Park City Legal

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	301 Marsac Avenue
Zoning District:	Historic Residential-1
Application:	Plat Amendment
Project Number:	PL-23-05947
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes a Plat Amendment at 301 Marsac Avenue to create one 3,750-square-foot Lot to construct a Single-Family Dwelling (SFD) and one 431-square-foot no-build parcel with encroachments associated with the Duplex at 301 and 303 Ontario Avenue.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the 301 Marsac Avenue Plat Amendment, according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 301 Marsac Avenue is Lots 1 and 2 of Block 54 of the Amended Plat of the Park City Survey.
2. The vacant property contains Very Steep Slopes over 40% with majority of slopes ranging between 90% - 100%.
3. The foundation and decks of the Duplex at 301 and 303 Ontario Avenue encroach onto 301 Marsac Avenue over the shared common rear Lot line to the east of 301 Marsac Avenue.

4. An encroachment agreement was recorded on June 3, 2022 for the encroachments of the Duplex at 301 and 303 Ontario Avenue.
5. The Applicant submitted Plat Amendment, Steep Slope Conditional Use Permit (SSCUP), and Historic District Design Review (HDDR) applications to create a Lot and construct a SFD.
6. The 4,875-square-foot property at 301 Marsac Avenue exceeds the HR-1 Zoning District maximum Single-Family Dwelling (SFD) Lot size of 3,750 square feet.
7. The Applicant proposes a Plat Amendment to dedicate 694 square feet as Marsac Avenue (SR 224) public Right-of-Way, to create one 3,750-square-foot SFD Lot, and to designate the 431-square-foot Parcel A that contains encroachments from 301 and 303 Ontario Avenue a no-build parcel.
8. On June 25, 2025, the Planning Commission conducted a work session on the proposed Plat Amendment and SSCUP applications. The Commission explained to the Applicant they may find Good Cause to approve the Plat Amendment if the 431-square-foot area is established as a no-build area and a plat note is added that prohibits future development of the no-build area.
9. On July 7, 2025, the Applicant submitted a revised Plat that establishes the 431-square-foot area with the encroachments of 301 and 303 Ontario Avenue as a no-build area and added the plat note prohibiting future development of that area.
10. A public hearing for the Plat Amendment was scheduled for the July 23, 2025 Planning Commission meeting; the Commission opened the hearing and continued the item to the August 13, 2025 Planning Commission meeting to allow additional time for revisions requested by the County Surveyor to be incorporated into the Plat.
11. The proposed Plat Amendment creates a SFD Lot that meets the HR-1 Zoning District Lot and Site Requirements, pursuant to LMC § 15-2.2-3.
12. The proposed Plat Amendment complies with LMC Chapter 15-7, *Subdivision General Provisions* because there is Good Cause.

Conclusions of Law

1. There is Good Cause for the 301 Marsac Ave Plat Amendment because it creates a compliant SFD Lot, establishes 431 square feet at the rear of the property as a no-build Parcel A, and dedicates 694 square feet that overlaps with Marsac Avenue (SR 224) to UDOT as public Right-of-Way.
2. The proposed Plat Amendment meets the HR-1 Zoning District Lot and Site Requirements outlined in LMC § 15-2.2-3.
3. No Public Street, Right-of-Way, or easement is vacated or amended.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The Applicant shall record the Plat Amendment within one year from the date of Planning Commission approval. If recordation of the Plat has not occurred within one years' time, this approval for the Plat Amendment will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. The Applicant shall obtain UDOT approval for the driveway access on Marsac Avenue/SR 224 and coordinate with UDOT on a snow storage easement prior to recording the Plat Amendment.
4. The Plat shall dedicate the 694 square feet of land that overlaps with Marsac Avenue (SR 224) to UDOT as public ROW, as indicated on the Plat Amendment (Attachment 1).
5. The Plat shall establish 431 square feet at the rear of the property as no-build Parcel A. The Plat shall include a plat note that states the existing Duplex encroachments at 301 and 303 Ontario Avenue may be maintained and repaired pursuant to the limitations and restrictions outlined in Land Management Code Chapter 15-9. If the 301 and 303 Ontario Avenue encroachments are removed, the property owner of 301 Marsac Avenue is responsible for stabilizing and revegetating the Parcel A no-build area and shall submit a landscape plan to the Planning, Building, and Engineering Departments for review and approval.
6. The Final Plat shall demarcate the 10-foot rear Setback, which shall be established from the rear Lot line of the 3,750-square-foot Lot and not from the rear boundary of the no-build Parcel A.
7. Prior to Plat recordation, the Applicant shall ensure adequate public utilities are provided to service new SFD at the site and shall dedicate utility easements on the Plat as required by the Public Utilities Department requirements (for water) and Snyderville Basin Reclamation District (for sewer) specifications.
8. The Applicant shall coordinate with the Park City Water Department prior to Plat recordation to meet the requirements that a waterline be extended off Ontario Avenue, or as otherwise approved by the Water Department.

If you have questions or concerns regarding this Final Action Letter, please call Elissa Martin at 435-699-7741 or email elissa.martin@parkcity.gov.

Sincerely,

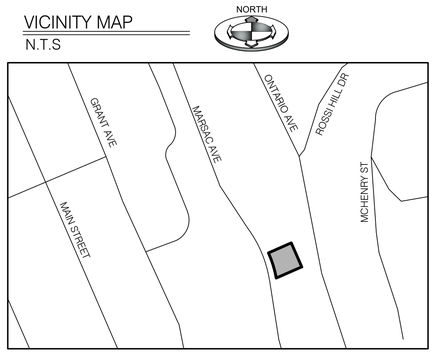
Christin Van Dine
Planning Commission Chair

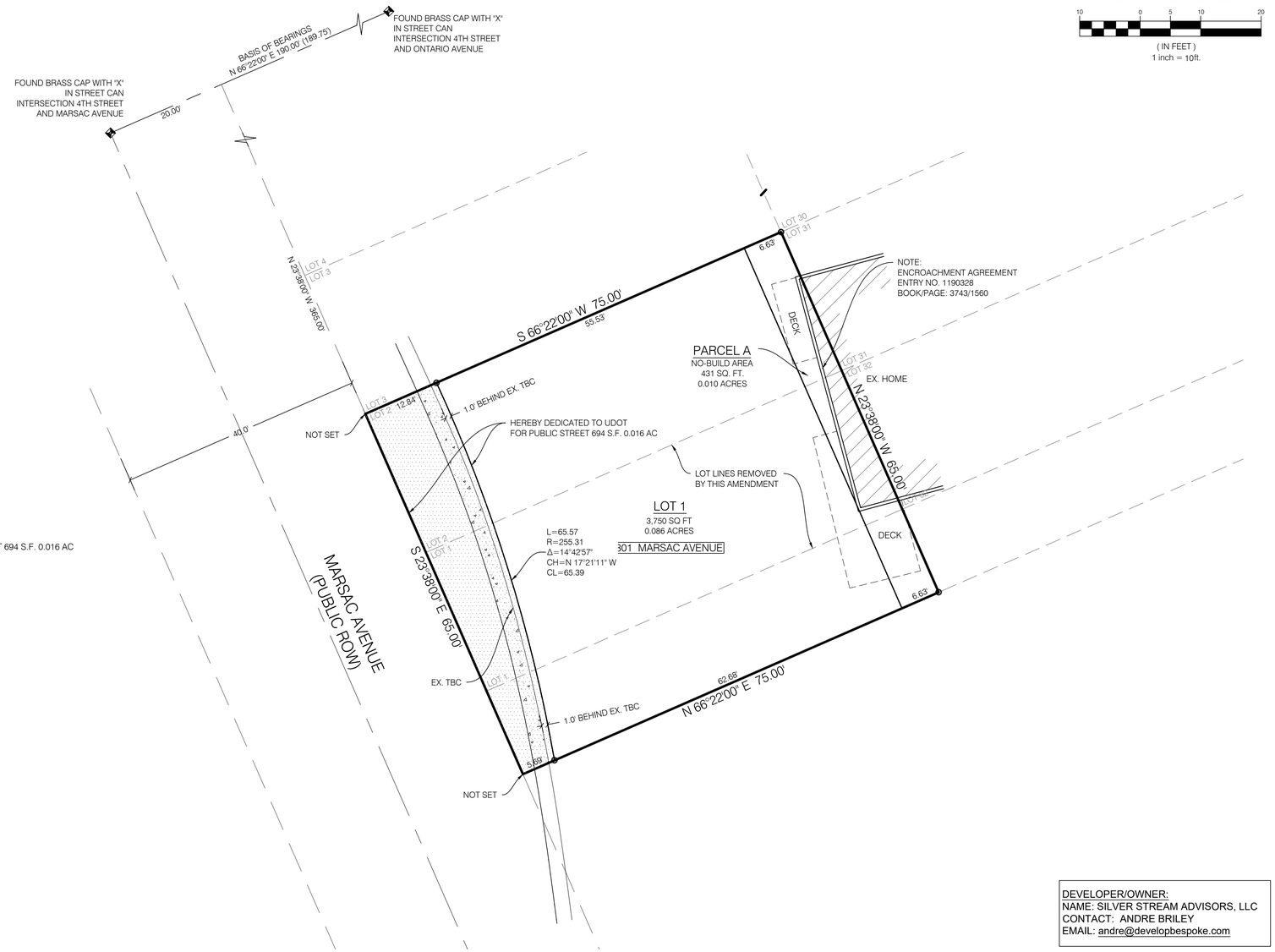
CC: Elissa Martin

301 MARSAC AVENUE PLAT AMENDMENT

LOCATED IN SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

VICINITY MAP
N.T.S





LEGEND

- STREET MONUMENT
- BOUNDARY CORNER (FOUND 5/8 REBAR AND CAP "STAMPED ALLTERA UTAH" OR AS NOTED ON PLAT)
- BOUNDARY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE EXISTING
- EXISTING EASEMENT
- P.U.E. AND D.E. — PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT
- HEREBY DEDICATED TO UDOT FOR PUBLIC STREET 694 S.F. 0.016 AC

NORTH

GRAPHIC SCALE

10 0 5 10 20
(IN FEET)
1 inch = 10ft.

SURVEYOR'S NARRATIVE AND PLAT NOTES:

1) THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL AS SET FORTH IN PARK CITY ORDINANCE NO. 202_-__.
2) FIRE SPRINKLERS ARE REQUIRED FOR ALL NEW OR RENOVATION CONSTRUCTION ON THIS LOT, TO BE APPROVED BY THE CHIEF BUILDING OFFICIAL"
3) THE PURPOSE OF THIS PLAT AMENDMENT IS TO AMEND THE HEREON DESCRIBED TRACT OF LAND(PARCEL PC-441) INTO A SINGLE RESIDENTIAL LOT AND TO DEDICATE THAT PORTION OF MARSAC AVENUE LYING THEREON FOR THE PERPETUAL USE OF THE PUBLIC.
4) SEE RECORD OF SURVEY ON FILE AND OF RECORD LOCATED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDED ON JANUARY 12, 2023 AS FILE NUMBER S0011139 AND PREPARED BY CHARLES GALATI, PLS 7248891
5) PARCEL A IS A NO-BUILD AREA IN PERPETUITY. EXISTING ENCROACHMENTS FROM 301 AND 303 MARSAC AVENUE RECORDED AS ENTRY NO. 1190328 MAY BE MAINTAINED AND REPAIRED BUT NOT EXPANDED. IF SAID ENCROACHMENTS ARE DEMOLISHED, NO NEW DEVELOPMENT MAY OCCUR ON PARCEL A.

DEVELOPER/OWNER:
NAME: SILVER STREAM ADVISORS, LLC
CONTACT: ANDRE BRILEY
EMAIL: andre@developbespoke.com

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

SURVEYOR'S CERTIFICATE

I, DALE K. BENNETT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 103381, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

301 MARSAC AVENUE PLAT AMENDMENT

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

CONTAINS 4,875 SQ. FT. OR 0.112 ACRES, MORE OR LESS

1 LOT

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
07/17/2025
STATE OF UTAH

FOR REVIEW ONLY

OWNER'S DEDICATION AND CONSENT TO RECORD

301 MARSAC AVENUE PLAT AMENDMENT

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREBY WE HAVE HEREUNTO SET THIS _____DAY OF_____A.D., 20___.

SILVER STREAM ADVISORS, LLC

BY: GREGORY D. WOOD
ITS: MANAGER

LLC ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____ DAY OF _____ A.D., 2024, PERSONALLY APPEARED BEFORE ME GREGORY D. WOOD, WHOSE IDENTITY ID PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS MANAGER OF SILVER STREAM, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE OWNER'S DEDICATION WAS SIGNED BY HIM ON BEHALF OF SAID LLC, AND ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ (DATE)

COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

301 MARSAC AVENUE PLAT AMENDMENT

LOCATED IN SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN

SHEET 1 OF 1

RECORDED # _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF_____
DATE_____TIME _____ BOOK _____ PAGE_____

_____ FEE $

_____ SUMMIT COUNTY RECORDER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATIONS DISTRICT STANDARDS ON THIS _____ DAY OF _____, A.D. 20____.	APPROVED AND ACCEPTED BY THE SNYDERVILLE BASIN PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20___.	I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.	APPROVED AS TO FORM ON THE _____DAY OF _____, A.D. 20___.	APPROVED THIS _____ DAY OF _____, A.D. 20___.
_____ S.B.W.R.D. AUTHORIZED REPRESENTATIVE	Park City _____ CHAIR	_____ DATE _____ PARK CITY ENGINEER	_____ PARK CITY ATTORNEY	_____ SUMMIT COUNTY GIS COORDINATOR

2311199sp.dwg

LOTS 1 & 2, BLOCK 54
PARK CITY SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



PROFESSIONAL LAND SURVEYOR
No.7248891
CHARLES GALATI
05/18/2022
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was performed May 11, 2022 and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary, Existing Conditions and Topography survey as part of the due diligence process in advance of the potential sale of the property.
4. A Title Report was not provided to the surveyor and no easements were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Amended Plat of Park City, Thomas and Dickens Subdivision plat Entry No. 475080, Records of Survey, Nos s-1871, s-2180, and s-6919 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: Sewer manhole, Elevation= 7130.0' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corner monuments were found and/or set as shown.

LEGEND

- ● Set 5/8" rebar w/cap "ALLTERRA UTAH" (Unless noted otherwise)
- ○ Found Monument (As-Noted)
- ⚽ Found Street Monument (As-Noted)

10' 0 10' 20'

PROFESSIONAL LAND SURVEYING AND CONSULTING ALLTERRA UTAH, LLC 435-640-4200 463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036	STAFF: CHARLES GALATI JASON WYNNE DATE: 5/18/22	EXISTING CONDITIONS & TOPOGRAPHIC MAP 308 MARSAC AVENUE, PARK CITY, UTAH PARCEL NO. PC-441 CLIENT: STEPHEN PROWS PROJECT.: 22049 C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\22049-308 Marsac Ave\22049 JW.dwg	SHEET 1 OF 1

9/13/2023 12:06:34 PM

01190328 B: 2743 P: 1560
Page 1 of 9
Rhonda Francis Summit County Recorder
06/03/2022 04:05:42 PM Fee $40.00
By FNT WEST JORDAN FNTIC - 9071 S 1300 WEST STE 215
Electronically Recorded

WHEN RECORDED RETURN TO:

Matthew B. Hutchinson
HOGGAN LEE HUTCHINSON
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

PARCEL PC-441 & PC-441-C

ENCROACHMENT AGREEMENT

This ENCROACHMENT AGREEMENT (this "**Agreement**") is dated and made effective this 31st day of May, 2022, (the "**Effective Date**"), and is entered into by and between JAMIE L. KELLY and KIM WELLING, Trustees of the Jamie L. Kelly Irrevocable DAP Trust dated September 15, 2014 ("**Kelly**") and SILVER STREAM ADVISORS, LLC, a Utah limited liability company ("**Silver Stream**"). Kelly and Silver Stream may be referred to herein each individually as a "**Party**" or collectively as the "**Parties.**"

RECITALS

A. WHEREAS, Kelly is the current record owner of that certain parcel of real property located in Summit County commonly known as 301 Ontario Avenue, Park City, Utah, Tax Parcel No. PC-441-C and more particularly described in **Exhibit A** hereto (the "**Kelly Parcel**");

B. WHEREAS, Silver Stream is the current record owner of that certain parcel of real property located in Park City, Summit County, Utah without an assigned street address but taxed by Summit County under Parcel No.: PC-441 and more particularly described in **Exhibit B** hereto (the "**Silver Stream Parcel**");

A. WHEREAS, the Kelly Parcel and the Silver Stream Parcel share a common boundary;

D. WHEREAS, a portion of the residence and other improvements situated on the Kelly Parcel encroaches upon the Silver Stream Parcel as is more particularly depicted in the May 18, 2022 Existing Conditions and Topographic Map prepared by Allterra Utah, LLC attached hereto as **Exhibit C** (the "**Encroaching Improvements**"); and

E. WHEREAS, by this Agreement, Kelly and Silver Stream wish to formally delineate the location of the Encroaching Improvements, describe the Parties' obligations regarding the Encroaching Improvements, apportion the Parties' liabilities for any damage or loss caused by the Encroaching Improvements to any part of the Kelly Parcel or Silver Stream Parcel and provide further terms and conditions related to the Encroaching Improvements.

NOW THEREFORE and in consideration of the mutual promises, terms, conditions, and covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as provided below and Kelly and Silver Stream agree as follows:

Unofficial Copy

AGREEMENT

1. **Silver Stream Acknowledgment**. Silver Stream acknowledges that the Encroaching Improvements encroaches upon the Silver Stream Parcel and that Exhibit C accurately depicts the location of the Encroaching Improvements. Silver Stream further acknowledges that while it owns fee title to all of the Silver Stream Parcel, it does not have any other right to or interest in the Encroaching Improvements themselves except to the extent specifically set forth herein.

2. **Grant of Temporary Easement for Encroaching Improvements**. Silver Stream, as owner of the Silver Stream Parcel, hereby grants to Kelly, as the owner of the Kelly Parcel and the Encroaching Improvement, an easement (the "**Easement**") for the benefit of the Kelly Parcel, to permit the Encroaching Improvements to remain on the Silver Stream Parcel in the precise locations (and only in such locations) depicted on Exhibit C, and allowing Kelly to use, operate, maintain and repair the Encroaching Improvements. Provided, however, Kelly stays in compliance with the provisions of this agreement relating to the Encroaching Improvements. Kelly shall promptly repair any damage to the Silver Stream Parcel and/or any improvements constructed thereon caused by, through, or under Kelly, or by the failure of any of the Encroaching Improvements, in a good, workmanlike and lien-free manner and at no expense to Silver Stream should Kelly violate the Encroachment Agreement.

3. **Termination of Easement**. The Easement shall expire and terminate automatically with respect to any Encroaching Improvement that is demolished, removed, or replaced; provided, however, that in the event any Encroaching Improvement is damaged or destroyed by casualty, Kelly shall have the right to promptly restore the same to its configuration prior to such casualty, in which event the Easement shall remain in full force and effect.

4. **Maintenance; Indemnity**. Kelly shall use, maintain, and repair the Encroaching Improvements in order to keep them in good condition and repair at no cost to Silver Stream. Kelly hereby indemnifies, holds harmless and agrees to defend Silver Stream from and against all claims, actions, liabilities and expenses in connection with loss of life, bodily injury and/or damage to property arising from or out or in connection with any use of the Encroaching Improvements by any person or entity.

5. **Covenants Run with the Land; Duration**. The Easement shall be a burden upon the Silver Stream Parcel, shall be an equitable servitude on the Silver Stream Parcel, shall be appurtenant to and for the benefit of the Kelly Parcel, shall run with the land in accordance with applicable laws, and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties.

6. **Governing Law; Enforcement**. This Agreement shall be governed by and construed in accordance with the law of the state of Utah. Any action to enforce this agreement or any rights or obligations under this agreement shall be brought in the Third Judicial District Court for Summit County, Utah.

Unofficial Copy

7. **Attorney Fees**. In the event either party incurs attorney fees or court costs in order to enforce this Agreement, with or without judicial intervention, the prevailing party in such adjudication shall be awarded their reasonable costs and attorney fees, including any such costs or fees incurred on appeal.

8. **Preamble, Recitals, and Exhibits**. The Parties agree that the preamble, Recitals, and Exhibits to this Agreement are accurate and are incorporated by reference into the Agreement, as if fully set forth herein.

9. **Entire Agreement; Modifications**. This Agreement constitutes the entire understanding and agreement by and among the Parties, and supersedes all prior agreements, representations or understandings by or among them, whether written or oral, pertaining to the subject matter hereof. The provisions of this Agreement shall create no rights nor obligations of use, access, or permit beyond that expressly stated, and which are reasonably necessary to accomplish the purposes and intent hereof. This Agreement may be amended or modified only by written agreement properly executed by the Parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the Parties shall be permitted to operate as an amendment to this Agreement.

10. **Binding on Successors**. Except as otherwise provided, all provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors, and assigns.

11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

12. **Authority**. The undersigned hereby represent and warrant that they have the authority to enter into this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the first date written above.

JAMIE L. KELLY IRREVOCABLE DAP
TRUST DATED SEPTEMBER 15, 2014

Jamie Kelly
Jamie L. Kelly, Trustee

Kim Welling
Kim Welling, Trustee

Acknowledgement

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On this 31 day of May, 2022, personally appeared before me Jamie L. Kelly, personally known to me or proved to me on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument as the Trustee of the Jamie L. Kelly Irrevocable DAP Trust dated September 15, 2014, for its stated purpose.

DUSTIN FENN
Notary Public - State of Utah
Comm. No. 713793
My Commission Expires on
Aug 28, 2024

NOTARY PUBLIC

STATE OF UTAH)
: ss.
COUNTY OF Salt Lake)

On this 31 day of May, 2022, personally appeared before me Kim Welling, personally known to me or proved to me on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument as the Trustee of the Jamie L. Kelly Irrevocable DAP Trust dated September 15, 2014, for its stated purpose.

DUSTIN FENN
Notary Public - State of Utah
Comm. No. 713793
My Commission Expires on
Aug 28, 2024

NOTARY PUBLIC

SILVER STREAM ~~ADVISORS~~, LLC, a Utah limited liability company

By: Gregory D. Wood
Its: Manager

Acknowledgement

STATE OF UTAH)
: ss.
COUNTY OF Washington)

On this 2 day of June, 2022, personally appeared before me Gregory D. Wood, personally known to me or proved to me on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he/she executed the foregoing instrument in his/her capacity as the Manager of Silver Stream Advisors, LLC, a Utah limited liability company for its stated purpose.

TAYLOR S. WHITING
Notary Public
State Of Utah
My Commission Expires 04-15-2023
COMMISSION NO. 705218

NOTARY PUBLIC

EXHIBIT A

[Legal Description of Kelly Parcel]

LOTS 31 & 32, BLOCK 54, AMENDED PLAT OF PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. TOGETHER WITH THE NORTHERLY ½ OF THE VACATED STREET ADJOINING LOT 32 ON THE SOUTH

Parcel No.: PC-441-C

Unofficial Copy

EXHIBIT B

[Legal Description of Silver Stream Parcel]

LOTS 1 & 2 TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT RECORDER'S OFFICE.

Surveyed as:

A parcel of land located in the Southeast corner of Section 16 Township 2 West, Range 4 South, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is South 23°22'00" Ease a distance of 22.00 feet from the Street Monument located at the intersection of Fourth Street and Marsac Ave. and running thence;

North 23°38'00" West a distance of 65.00 feet; thence North 66°22'00" East a distance of 75.00 feet; thence 23°38'00" East a distance of 65.00 feet; thence South 66°22'00" West a distance of 75.00 feet to the point of beginning.

Tax Parcel No.: PC-441

Unofficial Copy

EXHIBIT C

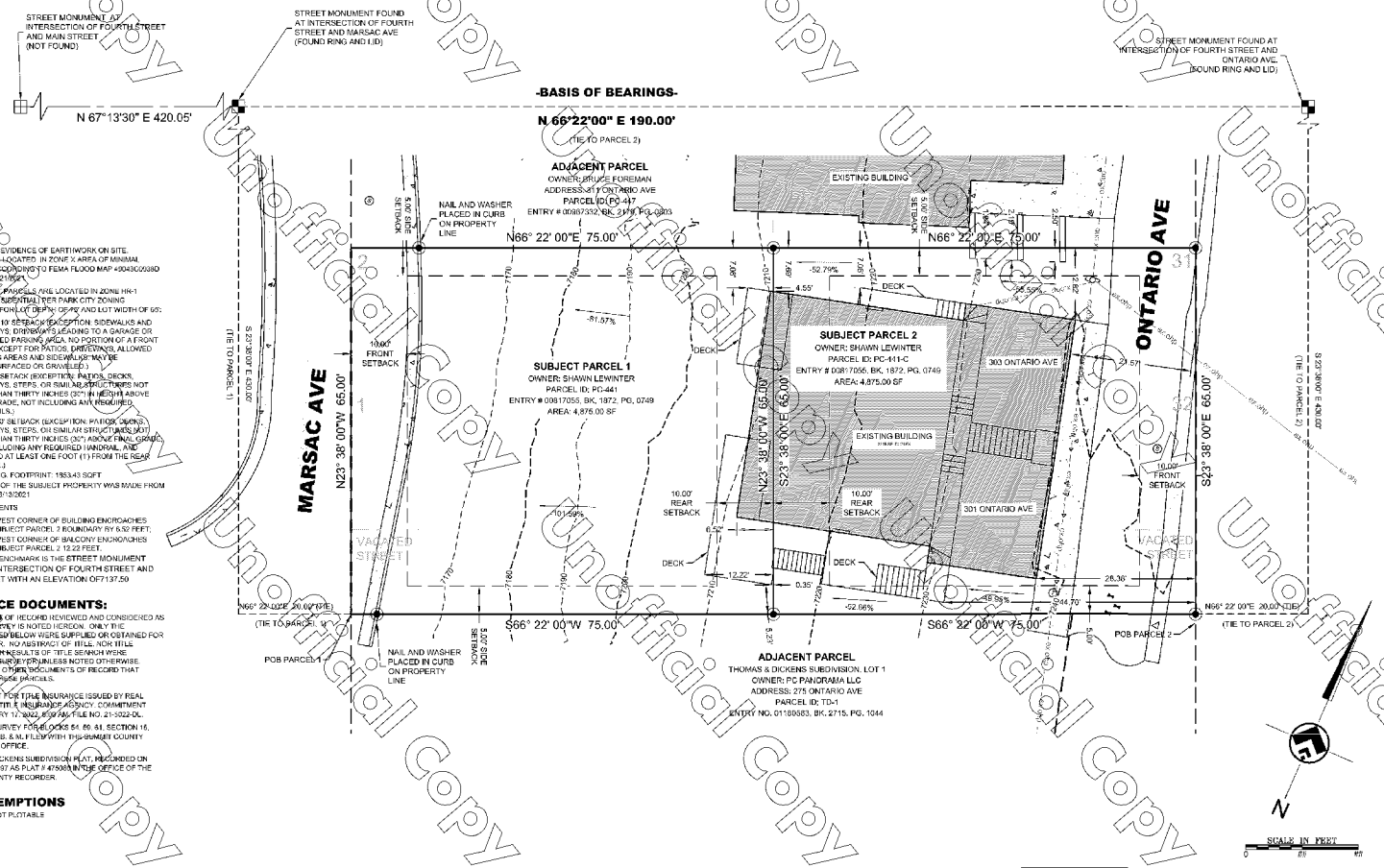
[Encroaching Improvements]

(*Insert survey)

ALTA / ASCM LAND TITLE SURVEY

301 & 303 ONTARIO AVE

LOCATED IN THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



NOTES:

1. THERE IS NO EVIDENCE OF EARTHWORK ON SITE. PROPERTY IS LOCATED IN ZONE X AREA OF MINIMAL FLOODING ACCORDING TO FEMA FLOOD MAP #49043C0338D EFFECTIVE 12/1/2021.
2. THE SUBJECT PARCELS ARE LOCATED IN ZONE HR-1 (HISTORIC RESIDENTIAL) PER PARK CITY ZONING ORDINANCE. FOR LOT DEPTH, DEPTH AND LOT WIDTH OF 60:
   - 2.1. FRONT - 10' SETBACK (EXCEPTION: SIDEWALKS AND PATHWAYS; DRIVEWAYS LEADING TO A GARAGE OR APPROVED PARKING AREA. NO PORTION OF A FRONT YARD, EXCEPT FOR PATIOS, DRIVEWAYS ALLOWED PARKING AREAS AND SIDEWALKS MAY BE HARD-SURFACED OR GRAVELED.)
   - 2.2. SIDE - 5' SETBACK (EXCEPTION: PATIOS, DECKS, PATHWAYS, STEPS, OR SIMILAR STRUCTURES NOT MORE THAN THIRTY INCHES (30") IN HEIGHT ABOVE FINAL GRADE, NOT INCLUDING ANY REQUIRED HANDRAILS.)
   - 2.3. REAR - 10' SETBACK (EXCEPTION: PATIOS, DECKS, PATHWAYS, STEPS, OR SIMILAR STRUCTURES NOT MORE THAN THIRTY INCHES (30") ABOVE FINAL GRADE, NOT INCLUDING ANY REQUIRED HANDRAIL, AND LOCATED AT LEAST ONE FOOT (1') FROM THE REAR LOT LINE.)
   - 2.4. MAX BLDG. FOOTPRINT: 1953.45 SQFT
3. THE SURVEY OF THE SUBJECT PROPERTY WAS MADE FROM 03/11/2021 - 03/13/2021
4. ENCROACHMENTS
   - 4.1. SOUTHWEST CORNER OF BUILDING ENCROACHES OVER SUBJECT PARCEL 2 BOUNDARY BY 6.52 FEET;
   - 4.2. SOUTHWEST CORNER OF BALCONY ENCROACHES OVER SUBJECT PARCEL 2 12.22 FEET.
5. ELEVATION BENCHMARK IS THE STREET MONUMENT FOUND AT INTERSECTION OF FOURTH STREET AND MAIN STREET WITH AN ELEVATION OF7137.50

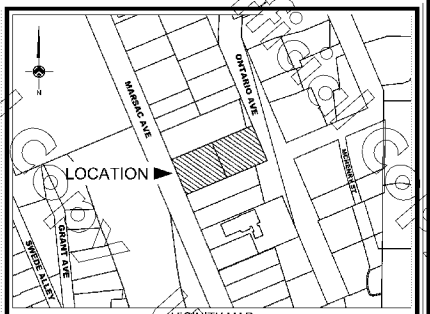
REFERENCE DOCUMENTS:

EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED BELOW WERE SUPPLIED OR OBTAINED FOR BY THE SURVEYOR. NO RESEARCH OF TITLE, NOR TITLE COMMITMENT, WAS RESULTS OF TITLE SEARCH WERE FURNISHED THE SURVEYOR UNLESS NOTED OTHERWISE. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THESE PARCELS.

1. COMMITMENT FOR TITLE INSURANCE ISSUED BY REAL ADVANTAGE TITLE INSURANCE AGENCY. COMMITMENT DATE: JANUARY 17, 2022, 8:00 AM, FILE NO. 21-3022-DL.
2. PARK CITY SURVEY RECORDED AS NO. 84, 85, 86, SECTION 16, T2S, R4E, S.L.B. & M., FILED WITH THE SUMMIT COUNTY SURVEYOR'S OFFICE.
3. THOMAS & DICKENS SUBDIVISION PLAT, RECORDED ON MARCH 19, 1997 AS PLAT # 475088 IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

TITLE EXEMPTIONS

1 THROUGH 21: NOT PLOTABLE



VICINITY MAP

GENERAL NOTES

SURVEYOR'S CERTIFICATE:

THE UNDERSIGNED BEING A REGISTERED SURVEYOR OF THE STATE OF UTAH CERTIFIES TO (I) THISTLE CREEK LP, (II) MATT KELLY, (III) SHAWN LEWINTER (IV) SEAL ADVANTAGE TITLE INSURANCE AGENCY AS FOLLOWS:

THIS IS TO CERTIFY THAT THIS MAP OR PLATT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ASPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7B, 8, 9, 11(A), 13, 16 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 03/13/2021.

02/28/2021
DATE

PROFESSIONAL LAND SURVEYOR
DAVID B. JOHNSON
No. 5338699
STATE OF UTAH

NARRATIVE:

THE BOUNDARIES OF THESE PARCELS WERE DETERMINED BY LOTS 1 & 2 AND LOTS 31 & 32 OF BLOCK 54 AND THE NORTH HALF OF THE VACATED THIRD WEST STREET OF THE PARK CITY SUBDIVISION PLAT, BLOCKS 54, 69, AND 61, FILED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

THE BASIS OF BEARING IS THE STREET CENTER LINE BETWEEN THE STREET MONUMENTS FOUND AT THE INTERSECTION OF FOURTH STREET AND ONTARIO AVE. AND THE INTERSECTION OF FOURTH STREET AND MARSAC AVENUE, THE BASIS OF BEARING HAS A BEARING OF NORTH 66°22'00" EAST AND A DISTANCE OF 190.00 FEET.

LEGAL DESCRIPTIONS (PER DEED)

SEE WARRANTY DEED ENTRY #00817055, BK. 1872, PG. 0749, AND TITLE COMMITMENT (SEE LIST OF REFERENCE DOCUMENTS)

PARCEL 1:

TAX PARCEL #: PC-441

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY ½ OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND RECORDED IN THE SUMMIT RECORDER'S OFFICE.

PARCEL 2:

TAX PARCEL #: PC-441-C

LOTS 31 & 32, BLOCK 54, AMENDED PLAT OF PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT RECORDER'S OFFICE. TOGETHER WITH THE NORTHERLY ½ OF THE VACATED STREET ADJOINING LOT 32 ON THE SOUTH.

MAP NOTES AND LEGEND

STREET MONUMENT	SECTION LINE
POWER POLE	STREET CENTER LINE
WATER VALVE	TIE LINE
SANITARY SEWER MANHOLE	BOUNDARY LINE
TELECOMMUNICATIONS MANHOLE	ADJACENT BOUNDARY LINE
PROPERTY CORNER FOUND	SETBACK LINE
PROPERTY CORNER PLACED (MARKED "JOHNSON 5338699")	PARK CITY SUBDIVISION BLOCK 54 LOT LINES
PROPERTY CORNER CALCULATED	exohp OVERHEAD POWER

LEGAL DESCRIPTIONS (PER SURVEY)

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 16 TOWNSHIP 2 WEST, RANGE 4 SOUTH, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 23°38'00" EAST A DISTANCE OF 430.00 FEET; THENCE NORTH 66°22'00" EAST A DISTANCE OF 22.00 FEET FROM THE STREET MONUMENT LOCATED AT THE INTERSECTION OF FOURTH STREET AND MARSAC AVE. AND RUNNING THENCE:

NORTH 23°38'00" WEST A DISTANCE OF 65.00 FEET; THENCE NORTH 66°22'00" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 23°38'00" EAST A DISTANCE OF 65.00 FEET; THENCE SOUTH 66°22'00" WEST A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4875 SQUARE FEET OR 0.1119 ACRES MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST CORNER OF SECTION 16 TOWNSHIP 2 WEST, RANGE 4 SOUTH, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 66°22'00"EAST A DISTANCE OF 190.00 FEET; THENCE SOUTH 23°38'00" EAST A DISTANCE OF 430.00 FEET; THENCE SOUTH 66°22'00" WEST A DISTANCE OF 22.00 FEET FROM THE STREET MONUMENT LOCATED AT THE INTERSECTION OF FOURTH STREET AND MARSAC AVE. AND RUNNING THENCE:

SOUTH 66°22'00" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 23°38'00" WEST A DISTANCE OF 65.00 FEET; THENCE NORTH 66°22'00" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 23°38'00" EAST A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4875 SQUARE FEET OR 0.1119 ACRES MORE OR LESS.

CLIENT / OWNER INFORMATION:

STEVE WELLING
301/311 ONTARIO AVE.
PARK CITY, UTAH

ENGINEER / SURVEYOR INFORMATION:

JOHNSON ENGINEERING
4435 SOUTH 1025 EAST • SALT LAKE CITY, UTAH 84124
PHONE: (801)-787-4569
www.johnsonengineeringinc.com

COUNTY SURVEYOR INFORMATION:

DRAWN BY:	CHECKED BY:	APPROVED BY:	SHEET:
RC	DBJ	DBJ	V-100 01 OF 01

PROJECT NO: 21-010
DATE: 2/28/2021
SCALE: 1":10'

NO	REVISION	DATE
1	ALTA	2/28/21
#	#	#

X:\Active Projects\21010 Ontario Survey\04 Drawing\Working\Plan Sheets\VP-Survey\ALTA Survey Ontario.dwg

Unofficial Copy

Planning Commission
Staff Report

Subject: 301 Marsac Avenue
Application: PL-23-05946
Author: Elissa Martin, Planning Project Manager
Date: August 13, 2025
Type of Item: Steep Slope Conditional Use Permit

Recommendation

(I) Review the proposed 301 Marsac Avenue Steep Slope Conditional Use Permit (SSCUP) to construct a new 4,103-square-foot Single-Family Dwelling on a Very Steep Slope in the Historic Residential-1 Zoning District, (II) conduct a public hearing, and (III) consider approving the SSCUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Silver Stream Advisors, LLC Representative: Jodi Hoffman, Park City Legal
Location:	301 Marsac Avenue
Zoning District:	Historic Residential - 1
Adjacent Land Uses:	Single Family and Duplex Dwellings
Reason for Review:	Steep Slope Conditional Use Permits require Planning Commission Final Action.[1]

DRC	Development Review Committee
HDDR	Historic District Design Review
HR-1	Historic Residential – 1
LMC	Land Management Code
ROW	Right-of-Way
SFD	Single-Family Dwelling
SSCUP	Steep Slope Conditional Use Permit

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

Summary

The Applicant proposes to construct a 4,103-square-foot Single-Family Dwelling (SFD) in the Historic Residential-1 (HR-1) Zoning District on the east side of Marsac Avenue

[1] LMC § 15-1-8(G)

(SR 224). The vacant 0.11-acre property contains Very Steep Slopes between 90% - 100%.[2] In the HR-1 Zoning District, LMC § 15-2.2-6 requires a SSCUP for construction of any Structure with a Building Footprint in excess of 200 square feet if located on or projecting over an existing Slope of 30% or greater.

The Duplex at 301 and 303 Ontario Avenue contains a Non-Complying Duplex that crosses the eastern (rear) property boundary and encroaches onto 301 Marsac Avenue.



Figure 1: Vicinity of 301 Marsac Avenue

A Plat Amendment (PL-23-05947) to create a 3,750-square-foot SFD Lot and a 431-square-foot no-build Parcel, containing the 301 and 303 Ontario Avenue Duplex encroachments, is being reviewed by the Planning Commission concurrently. A Historic District Design Review (HDDR) (PL-23-05944) is also being processed by Planning staff and is pending approval of the Plat Amendment and SSCUP.

Background

The Planning Commission reviewed the proposed plans for the 301 Marsac Avenue SFD at a work session on June 25, 2025.[3] The Commission provided feedback to the Applicant during the work session, directing the Applicant to make substantial changes to the design of the SFD to meet the SSCUP and HDDR requirements (Agenda Packet,

[2] LMC § 15-15-1 defines a "Very Steep Slope" as those greater than 40%.
[3] See the June 25, 2025 Work Session Staff Report for the full history of applications submitted for development of 301 Marsac Avenue.

Item 4.A; Minutes p. 2). The 3D rendering of the proposed SFD reviewed at the June 25, 2025 Planning Commission meeting is below:

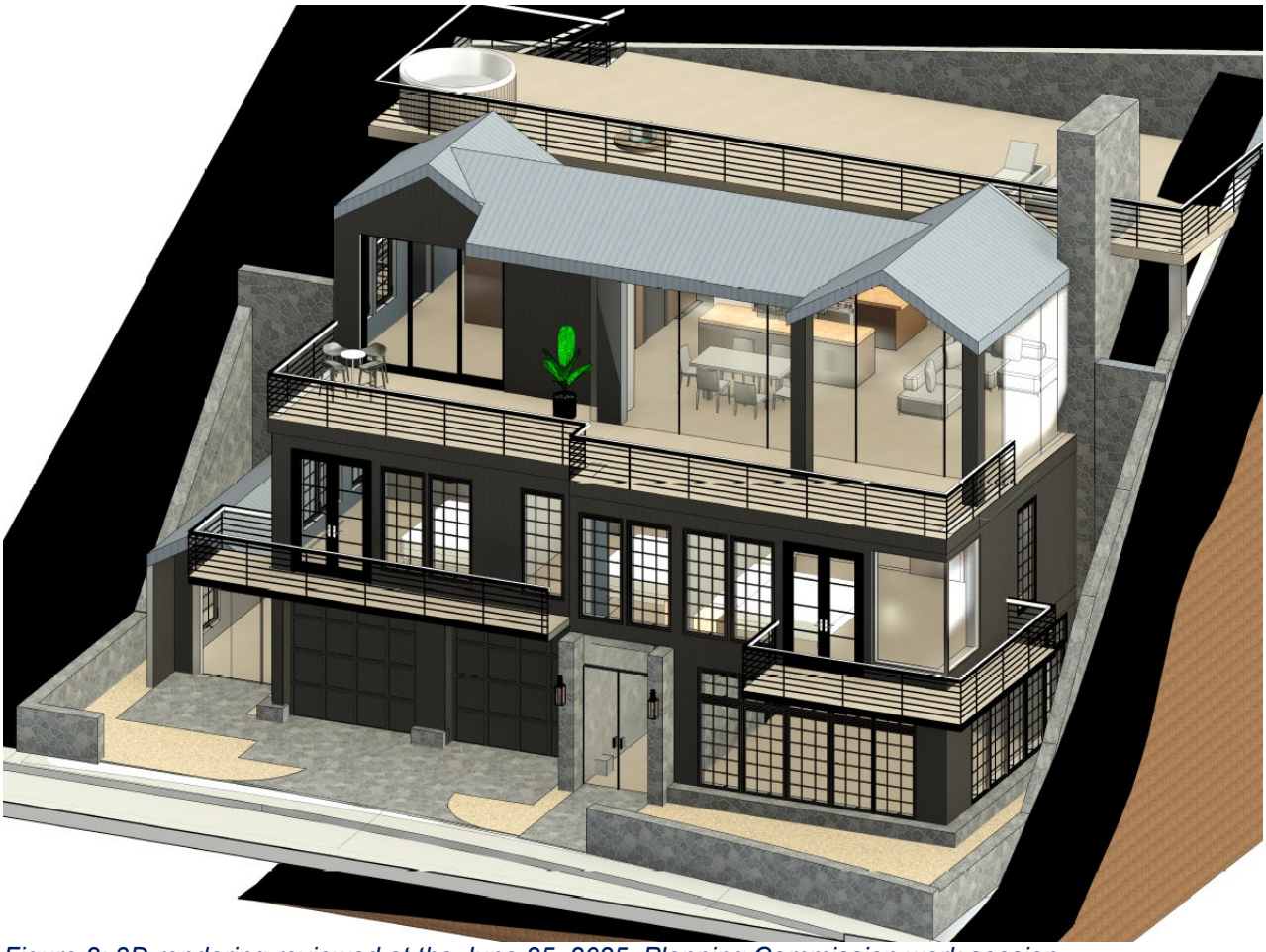


Figure 2: 3D rendering reviewed at the June 25, 2025, Planning Commission work session

The Applicant returned to the Planning Commission on July 23, 2025, with updated plans that included revisions to the roof forms, the addition of terraced retaining walls, removal of the Accessory Building (which exceeded the maximum Building Footprint), reduced glazing, reduced volume of the roof deck, and removal of some decks and balconies on the front façade.

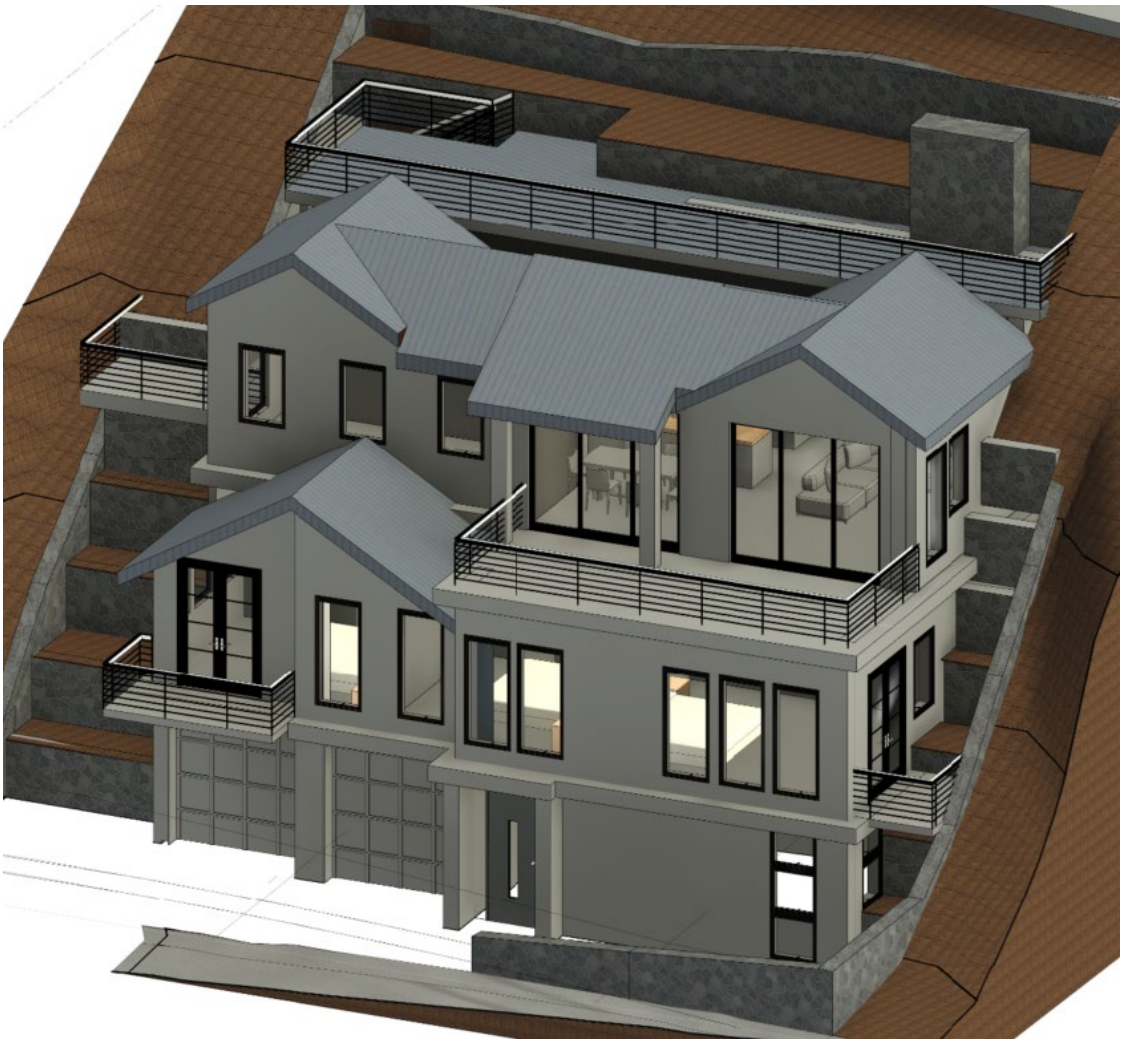


Figure 3: Revised schematic design reviewed at the July 23, 2025 Planning Commission meeting

At the July 23, 2025 Planning Commission meeting the Commission reviewed the updated plans submitted by the Applicant, opened a public hearing and continued the item to August 13, 2025 to allow time for the Applicant to address outstanding items to meet the SSCUP (LMC § 15-2.2-6) and HDDR requirements (LMC § 15-13-8) (Agenda Packet, Item 6G; Meeting Media).[4]

The Applicant submitted revised plans on July 30, 2025, which addressed some of the non-compliances, including a reduction in width of the third level front façade deck with the addition of a shed roof to the north, a reduction in glazing on the third level and a slight reduction of the roof deck railing on either side of the roof form. The Analysis Section below outlines further modifications to the plans required as SSCUP Conditions of Approval.

[4] Please see the July 23, 2025 Staff Report for the analysis of the noncompliant elements of the revised SFD plans dated July 7, 2025.

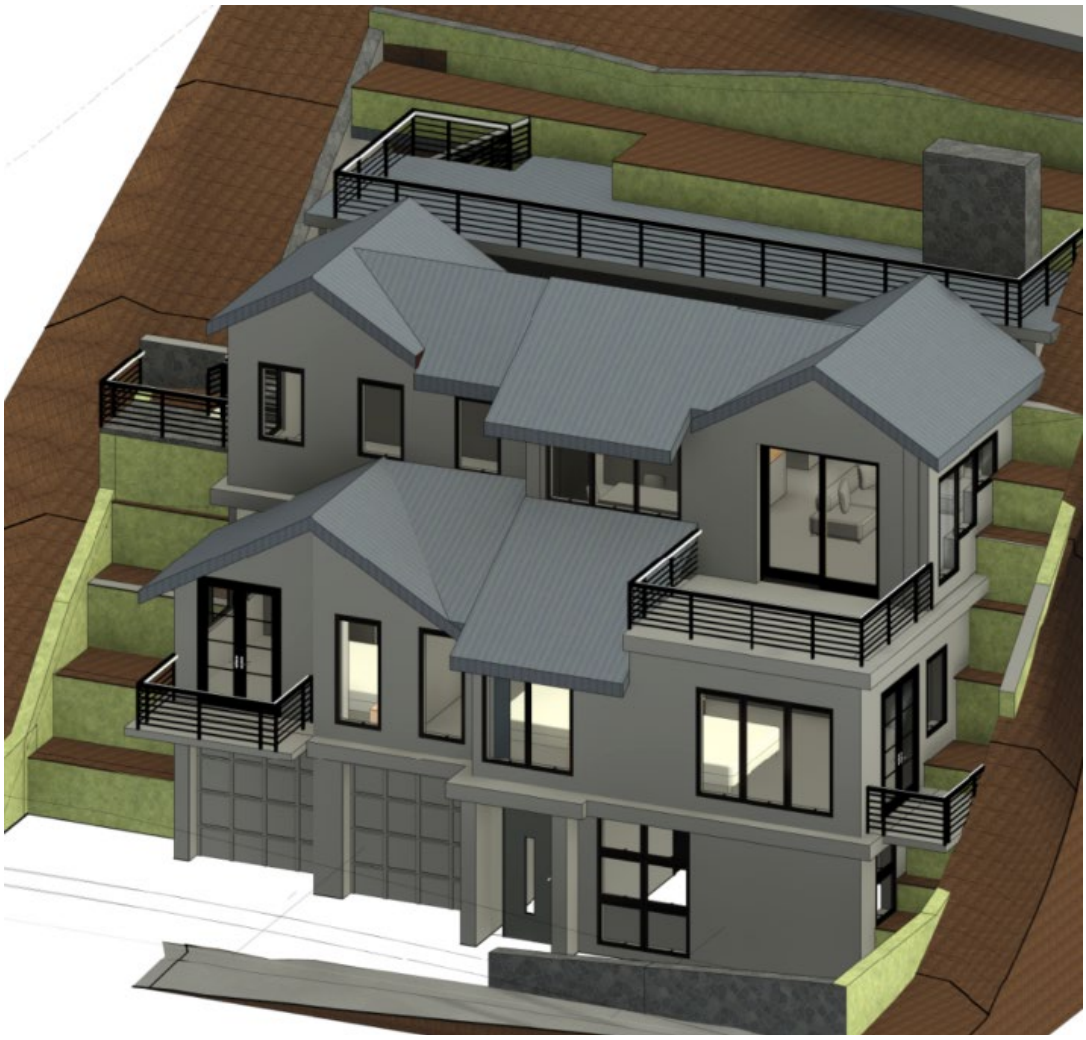


Figure 4: Revised schematic design submitted by the Applicant, July 30, 2025

Analysis

(I) The proposed Single-Family Dwelling, as conditioned, meets the HR-1 Zoning District requirements.

The purpose of the HR-1 Zoning District is to:

A. preserve present land Uses and character of the Historic residential Areas of Park City;
B. encourage the preservation of Historic Buildings and/or Structures;
C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
D. define Development parameters that are consistent with the General Plan policies for the Historic core; and
E. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.[5]

[5] LMC § 15-2.2-1

Lot and Site Requirements.
BUILDING FOOTPRINT. The maximum Building Footprint is calculated according to the following formula:

MAXIMUM FP = (A/2) x $0.9^{A/1875}$

Where FP = maximum Building Footprint and A= Lot Area[6]

Based on the above formula and the proposed Lot Area of 3,750 square feet, the maximum Building Footprint for the SFD is 1,519 square feet. Building Footprint is defined as:

> *The total Area of the foundation of the Structure, or the furthest exterior wall of the Structure projected to Natural Grade, not including exterior stairs, patios, decks and Accessory Buildings listed on the Park City Historic Structures Inventory that are not expanded, enlarged or incorporated into the Main Building.*

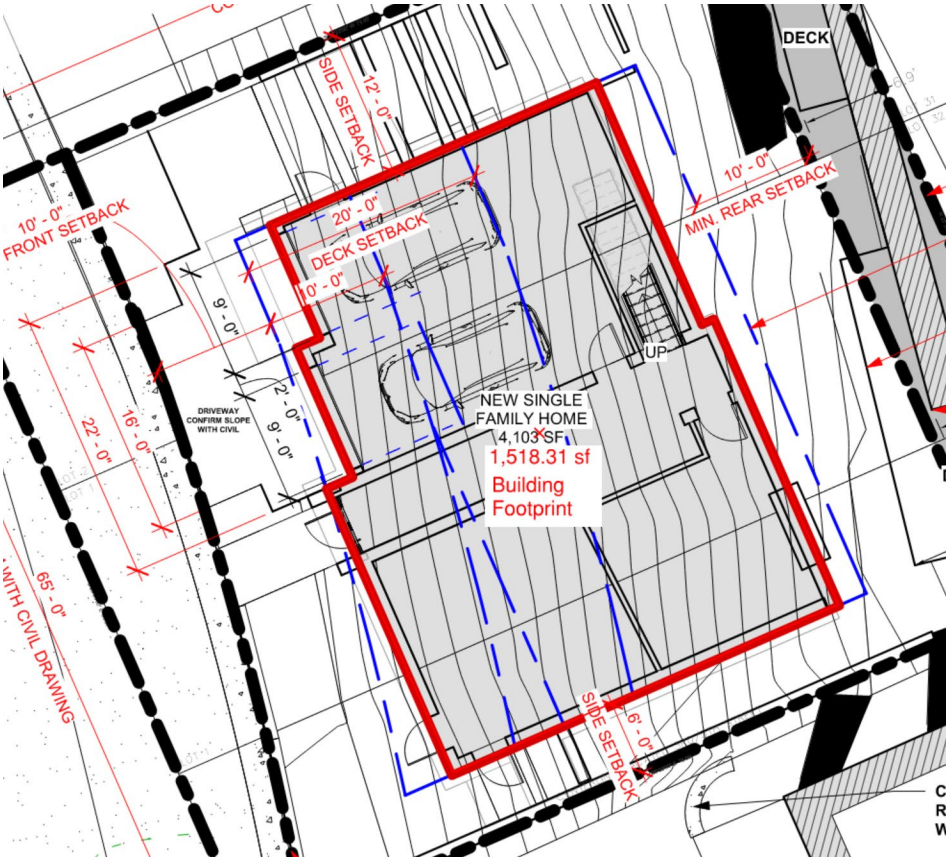


Figure 5: 301 Marsac Avenue proposed SFD building footprint and Setbacks

COMPLIES: According to the Applicant's plans and staff's measurements, the total Area of the foundation for the proposed SFD is 1,518 square feet. The Accessory Building

[6] LMC § 15-2.2-3(E)

that was originally proposed and exceeded the Building Footprint has been removed.

Setbacks. The depth of the Lot is 62 feet, which requires 10-foot Front and Rear Setbacks, for a total of 20 feet combined. The width of the Lot is 65 feet, which requires minimum five-foot Side Setbacks and a combined Side Setback of 18 feet.[7]

COMPLIES AS CONDITIONED: The proposed plans indicate the SFD is ten feet from the Front and Rear Lot lines, six feet from the southern Side Lot line and 12 feet from the northern Side Lot line, for a total of 18 feet combined Side Setback. The Rear Setback is measured from the edge of the easterly Lot line of the 3,750-square-foot Lot and excludes the 431-square-foot area proposed to be established as a no build area, with the Plat Amendment.

Pursuant to LMC § 15-2.2-3(J) *Lot and Site Requirements, Side Setback Exceptions*, patios, decks, pathways, steps, or similar Structures may not be more than thirty inches (30") in height above Final Grade, not including any required handrails.

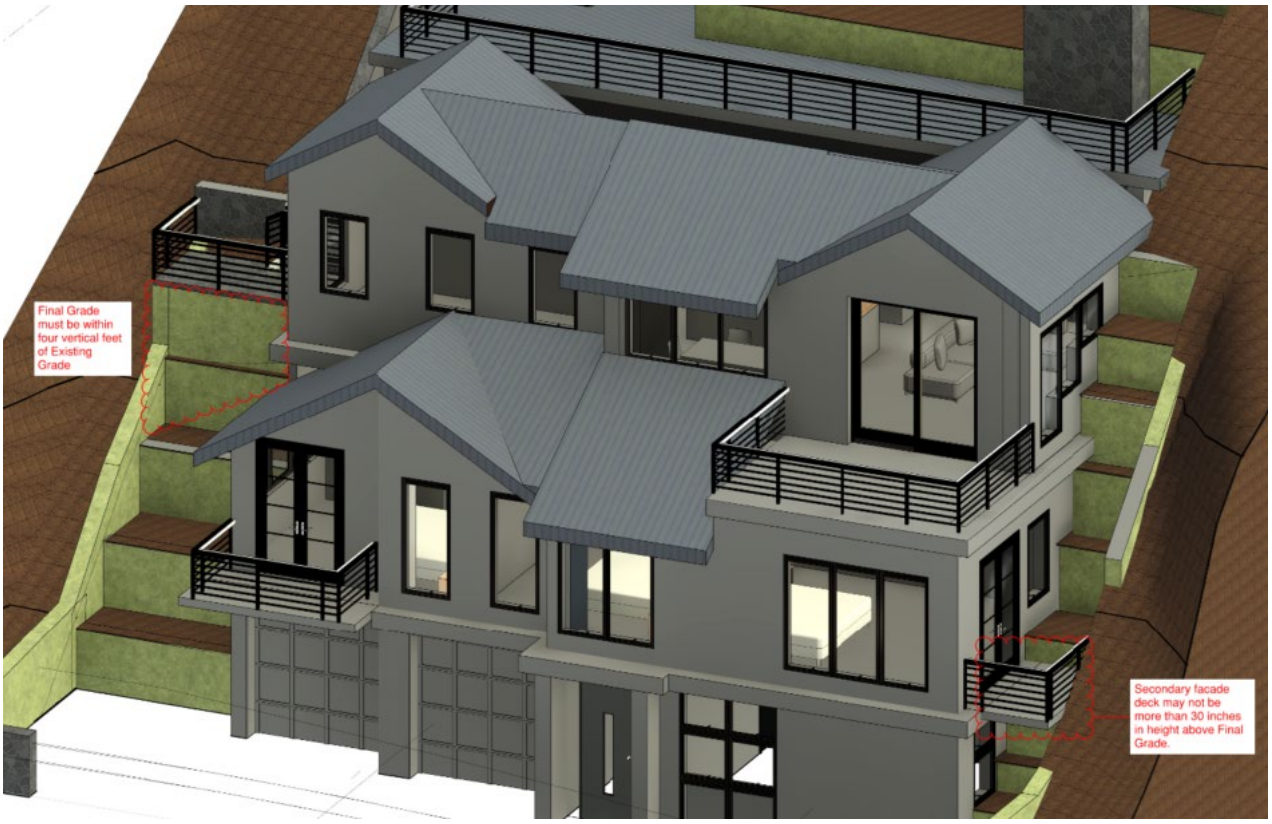


Figure 6: Decks proposed on Secondary Facades

The Finish Grade on the north side of the Structure has been modified from the previous iteration, such that the deck on the north side secondary façade sits flush on Final Grade, which may meet the above requirement. However, this modification has

[7] LMC §15-2.2-3

caused the step between the two upper retaining walls to be nearly obsolete, creating a rise in elevation between Existing Grade and Final Grade that is greater than four vertical feet (see below analysis on Building Height requirements for a Condition of Approval related to grading). The proposed deck on the south secondary façade that encroaches into the Side Setback is more than 30 inches above Final Grade.

CONDITION OF APPROVAL 7(b): Prior to HDDR Final Action, the SFD plans shall be modified to remove all decks from the secondary facade that do not meet Side Setback Exception requirements in the HR-1 Zoning District (LMC § 15-2.2-3(J)).

Two additional LMC standards are applicable to the secondary façade decks:

- LMC § 15-2.2-6(C)(1) SSCUP Criteria 1 *Location of Development* requires development to be located and designed to reduce visual and environmental impacts of the Structure. The proposed secondary façade decks contribute to the Structure's overall visual and environmental impact on the Very Steep Slope, maximizing the build-out of the Lot.
- LMC § 15-13-8(B)(7) Decks. *Decks shall be constructed in inconspicuous areas where visually minimized from the primary public right-of-way, usually on the tertiary façade.* ***When built on a secondary façade of a new structure, a deck should be screened from the primary public right-of-way with fencing and/or appropriate native landscaping***.

See Analysis Section below for additional Conditions of Approval related to the above SSCUP and HDDR standards.

Building Height.
The HR-1 Zone Height is 27 feet from Existing Grade.[8]

[8] LMC § 15-2.2-5

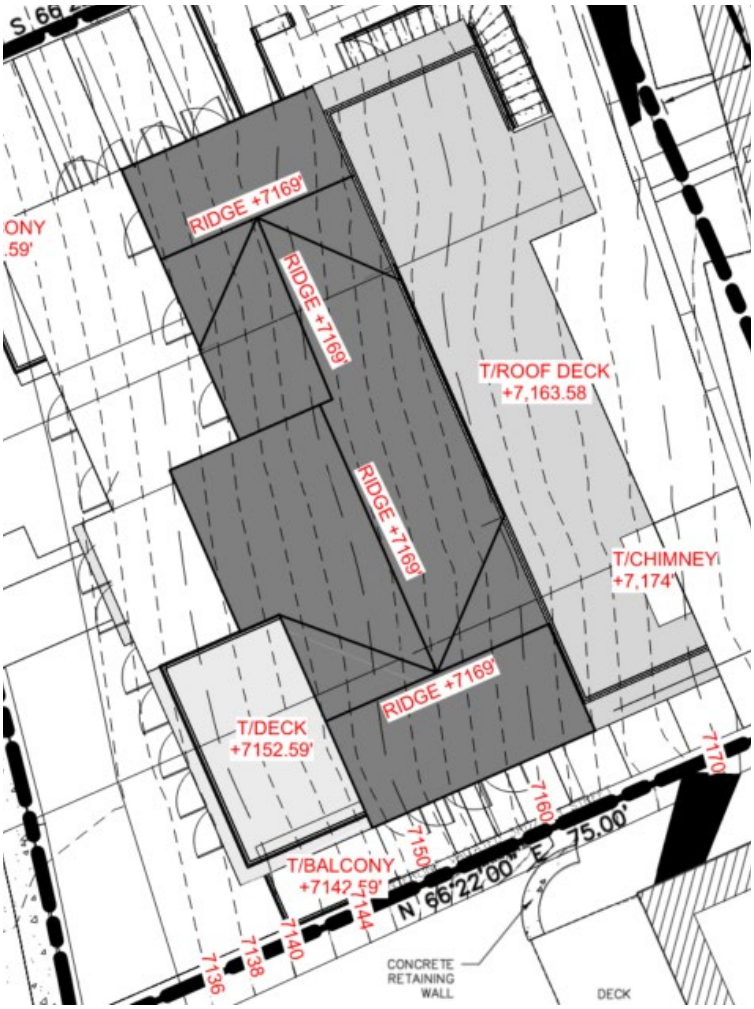


Figure 7: Applicant's roof over topo exhibit

COMPLIES: Since the June 25, 2025 work session, the Applicant modified the plans to meet the HR-1 Zone Height by lowering the ground floor partially below Grade. The updated roof over topography indicates the elevation of the roof ridges, as measured from Existing Grade, ranges from 9 feet to 27 feet, meeting the maximum 27-foot Zone Height.

Final Grade must be within four vertical feet of Existing Grade, except for window wells, emergency egress, and a garage entrance.[9]

COMPLIES AS CONDITIONED: The Applicant's revised plans show the garage entrance and ground level windows are within four vertical feet of Existing Grade. In the July 7, 2025 updated plans, the retaining walls step with the Grade at intervals of four vertical feet. However, the revised plans submitted on July 30, 2025 modified the retaining walls on the upper levels such that it creates a rise in elevation from Existing Grade to Final Grade over four vertical feet. The proposed retaining walls encroach into the Side Setback. Pursuant to LMC § 15-4-2(A), retaining walls shall not exceed six feet

[9] LMC § 15-2.2-5

in height measured from Final Grade within the Side Setback and no more than four feet if within the Front Setback.



Figure 8: Excerpt from Applicant's plans dated July 7,2025 on the left and updated plans dated July 30, 2025 on the right

CONDITION OF APPROVAL 9: requires the plans be modified to show that Final Grade is within four vertical feet of Existing Grade, except for window wells, emergency egress and a garage entrance; and retaining walls within the Side Setback shall not exceed six feet in height or if in the Front Setback, shall not exceed four feet in height.

A Structure shall have a maximum interior height of 35 feet measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.[10]

COMPLIES: According to the Applicant's submitted plans, the proposed SFD has an interior height of 33 feet as measured from the ground level floor plane to the highest wall top plate.

[10] LMC § 15-2.2-5

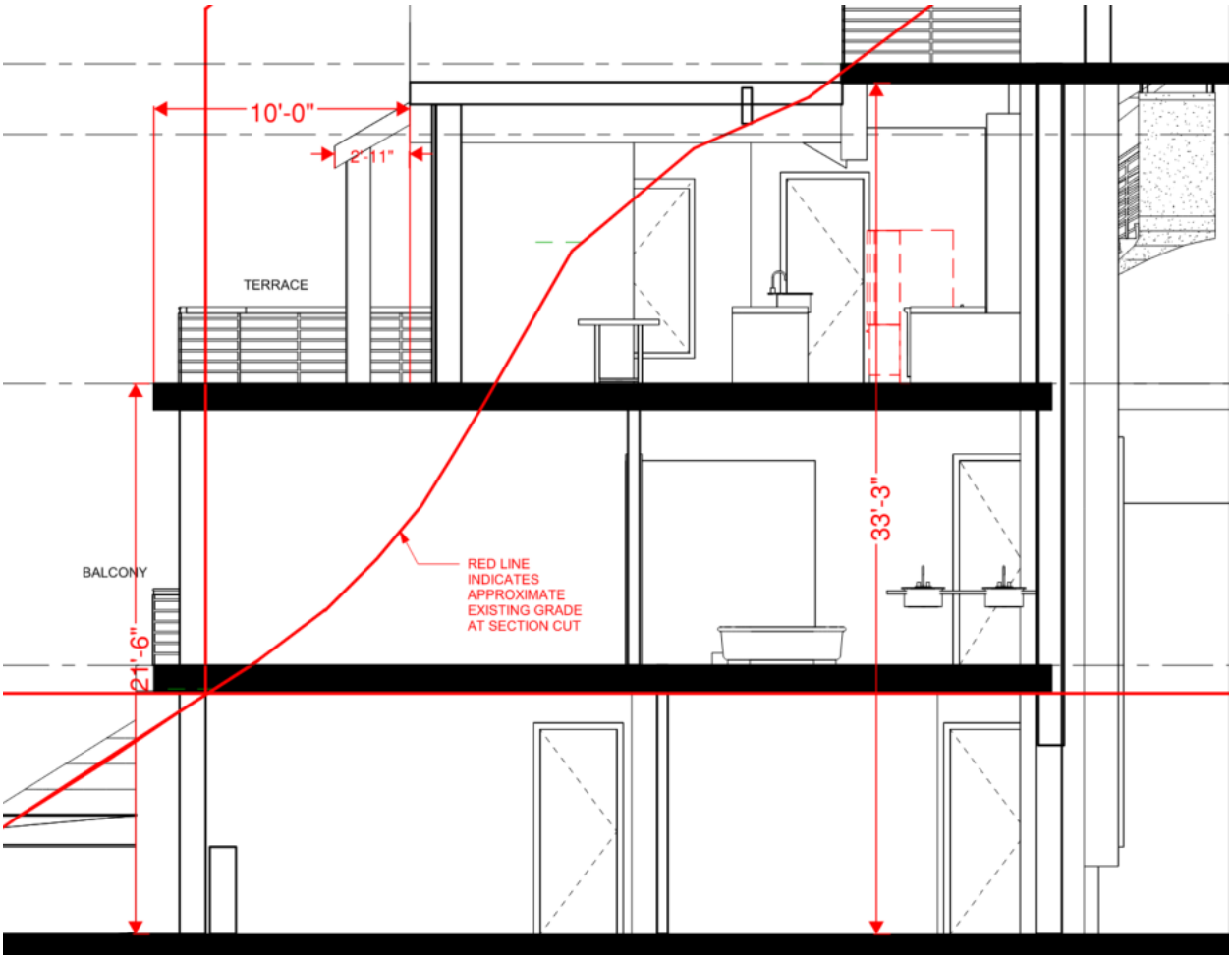


Figure 9: Applicant's submitted plans showing the distance from the lowest finish floor plane to the point of the highest wall top plate and the 10-foot step back in the downhill façade

A ten foot (10') minimum horizontal step in the downhill façade is required. The horizontal step shall take place at a maximum height of 23 feet from where the Building Footprint meets the lowest point of Existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten-foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback.[11]

COMPLIES: The Applicant's plans show the front façade rises 21 feet 6 inches from the lowest point of Existing Grade at which point there is a 10-foot step back provided by the second level deck.

The shed roof overhang on the second level may be considered an 'architectural feature' that provides articulation to the upper story façade. The plans have been updated with a roof overhang that encroaches no more than four feet into the 10-foot step back and is no more than 25% the width of the front façade of the building (See

[11] LMC § 15-2.2-5

Figure 8 below).

The roof pitch of a Structure's Contributing Roof Form shall be between seven:twelve (7:12) and twelve:twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public ROW.[12] Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc.).

COMPLIES: The Applicant's plans show the roof pitch of the Contributing Roof Form has a compliant 7:12 roof pitch and occupies a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building.

Parking and Driveway Standards.
LMC § 15-2.2-8 *HR-1 Parking Regulations* require compliance with Chapter 15-3 *Off-Street Parking* which requires compliance with parking and driveway standards pursuant to LMC § 15-13-8(B)(1)(h). New driveways in the Historic Districts that provide access to a two-car garage can have a maximum 12-foot-wide curb cut and are allowed to widen to 22 feet once outside the Front Setback, unless otherwise approved by the City Engineer.

Access to the proposed SFD is from Marsac Avenue (SR 224) which is a UDOT ROW. UDOT has provided preliminary approval to grant access to the proposed SFD and requires the following:

- Minimum 16-feet-wide curb cut for a driveway accessing one home.
- Replace the curb and gutter to match the existing mountable curb and gutter to the north.

[12] LMC § 15-2.2-5

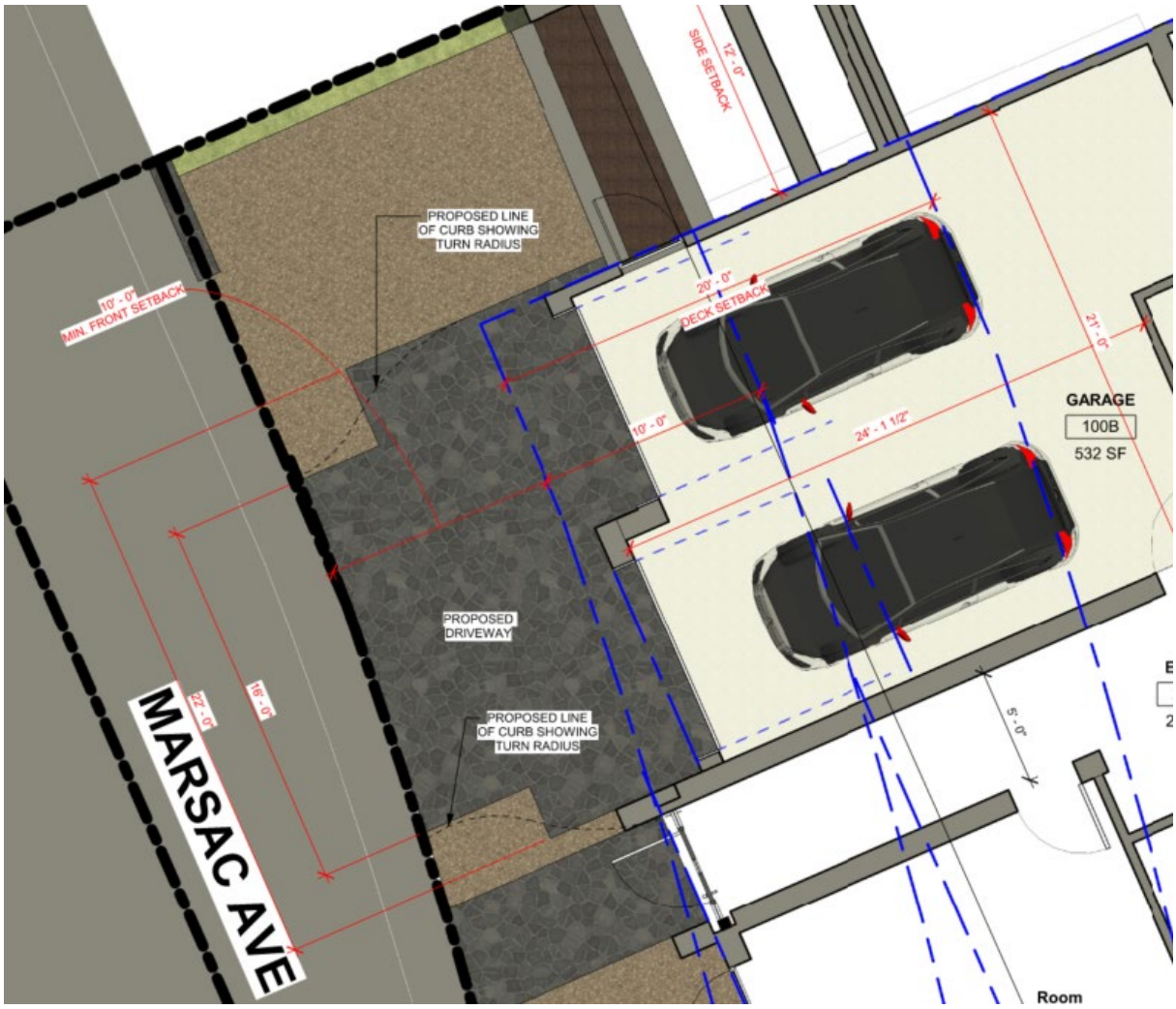


Figure 10: Applicant's revised plans showing driveway access and additional paved area

The Applicant's plans show the width of the driveway is 16 feet where it intersects with the ROW and then widens to 22 feet to provide access to the two-car garage. The SFD is designed with garage access in the Front Setback, as opposed to being designed with side garage access. Thus, the 22-foot-wide driveway is almost entirely within the Front Setback, limited by the depth and Steep Slopes of the Lot. LMC § 15-3-3(H) *Driveway Widths and Spacing*, states that "minor variations in driveway widths may be approved by the City Engineer".

CONDITION OF APPROVAL 11 : The driveway access is subject to UDOT standards and City Engineering Department Approval to allow an exception to the Front Setback maximum width requirement of 12 feet, pursuant to LMC § 15-13-8(B)(h) and to ensure safe egress to Marsac Avenue.

Pursuant to LMC § 15-3-4, double car garages must be at least 20 feet wide by 20 feet deep and per § 15-3-6 *Parking Ratio Requirements*, two parking spaces are required for a SFD.

COMPLIES: The two required parking spaces are provided in the two-car garage, which is 20 feet in width and 24 feet in depth.

LMC § 15-13-8 requires Garages featuring a side-by-side parking configuration to maintain a two-foot horizontal offset in the front wall plane. Additionally, garage doors shall be nine feet wide by nine feet high.

COMPLIES: The Applicant's plans show the two-foot horizontal offset in the front wall plane between the two garage doors and the garage doors are nine feet wide by nine feet high.

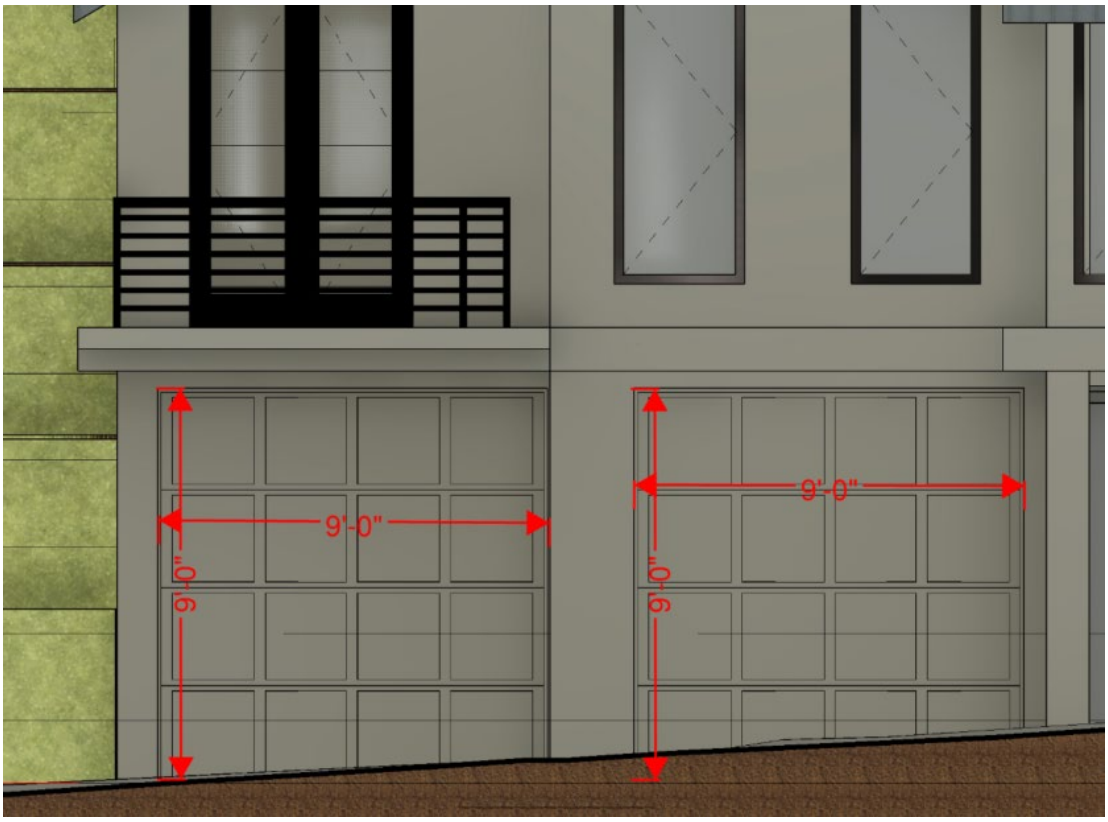


Figure11: Excerpt from Applicant's plans with staff's measurements

(II) The proposed Single-Family Dwelling is conditioned to meet the criteria outlined in LMC § 15-2.2-6 *Development on Steep Slopes* and to be consistent with the LMC § 15-13-8 *Regulations for New Residential Infill Construction (and Non-Historic Residential Sites) in Historic Districts*.

The Applicant submitted a topographic map that indicates most of the property proposed for development consists of Very Steep Slopes, which the LMC defines as Slopes greater than 40%.[13] The Slopes at 301 Marsac Avenue range between 90% - 100%. The Very Steep Slopes together with minimal Lot depth constrain development on the site.

[13] LMC § 15-15-1

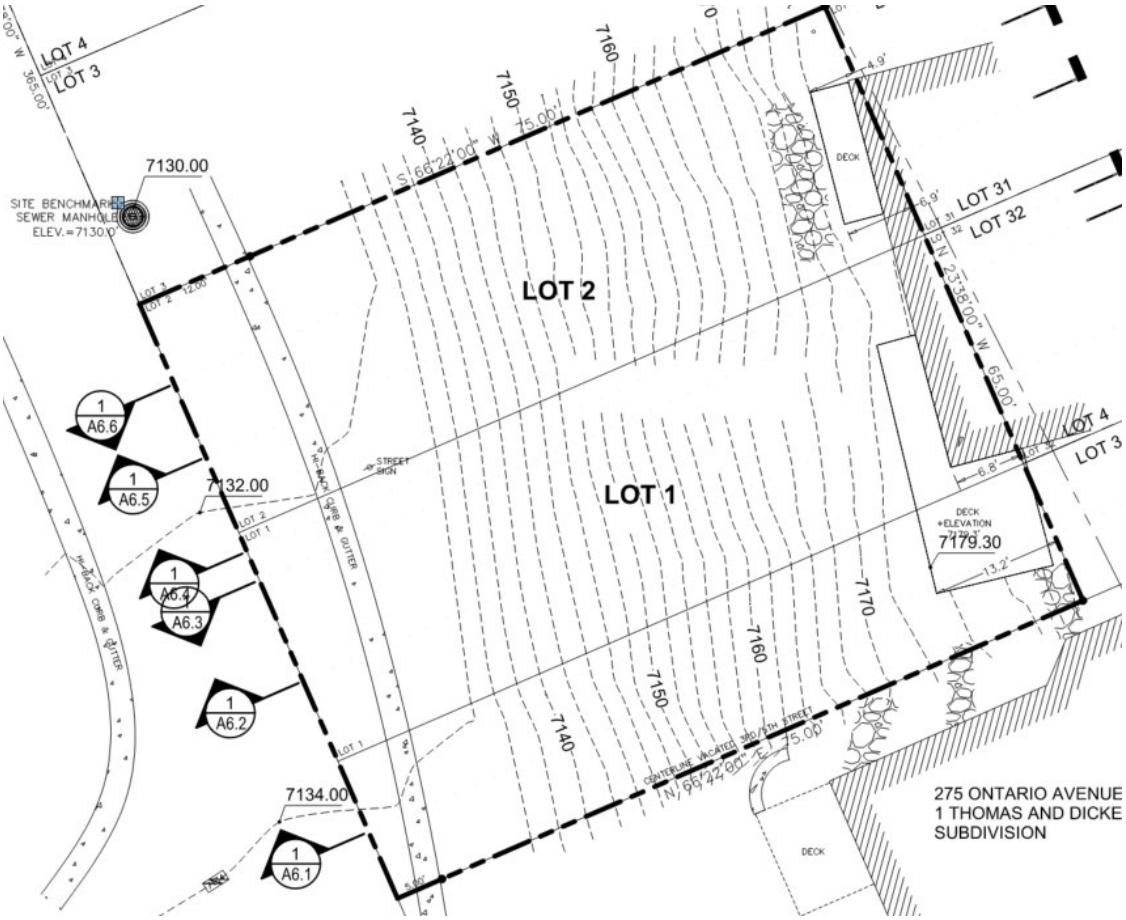


Figure 12: Topographic Map showing Slopes between 90%-100%

LMC § 15-2.2-6 *Development on Steep Slopes* states, "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13."

In the house plans dated July 30, 2025, the updates to the SFD design rectify many of the inconsistencies with the standards outlined in LMC § 15-2.2-6 *Development on Steep Slopes* and LMC § 15-13-8 (Historic District Design Regulations). The remaining non-compliant elements of the design are conditioned for approval. Additional revisions to the house plans may be required at the HDDR phase of approval.

Window Glazing. *Windows must have a solid-to-void ratio that is compatible with surrounding historic buildings. Large glass surfaces shall be divided into smaller windows that are in scale with those seen historically*.[14]

The plans reviewed at the June 25, 2025 work session included floor to ceiling glazing, and large glass surfaces on all three levels.

[14] LMC § 15-13-8(B)(2)(d)



Figure 13: Window glazing on plans dated June 2, 2025

The revised plans, dated July 7, 2025, reduced the amount of glazing to be more in line with a solid to void ratio compatible with historic buildings. However, the large glass surfaces on the third-level front façade were still incompatible with the Historic Districts. The Planning Commission recommended reducing the glazing on the front façade further, to be in scale with window glazing seen historically.

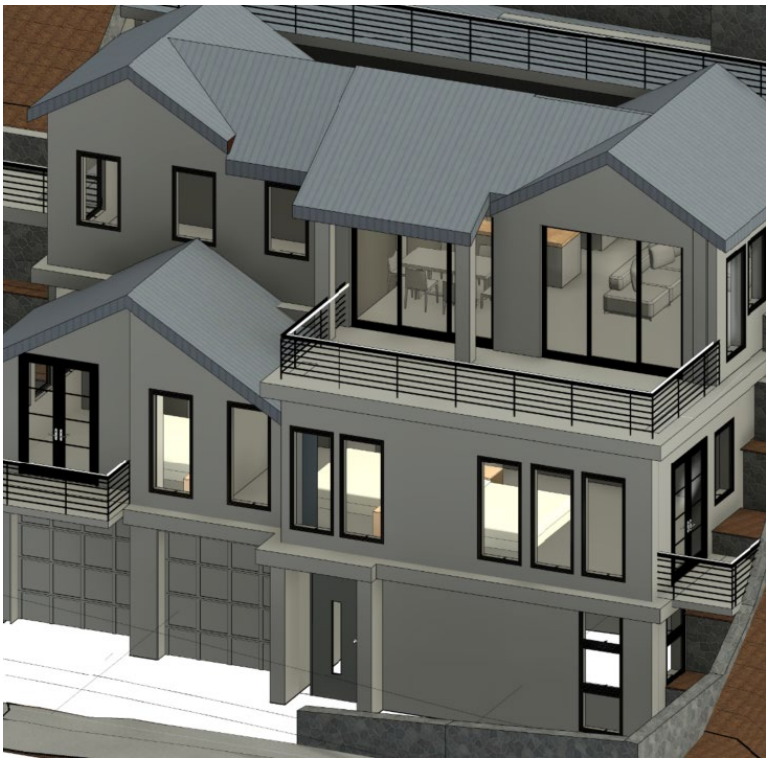


Figure 14: Window glazing in plans dated July 7, 2025

COMPLIES AS CONDITIONED: The updated plans submitted on July 30, 2025 show the third level front façade glazing has been reduced. The design includes only one sliding glass door as opposed to two (included in previous iteration).

CONDITION OF APPROVAL 2: requires compliance with all applicable standards outlined in LMC § 15-13-8.

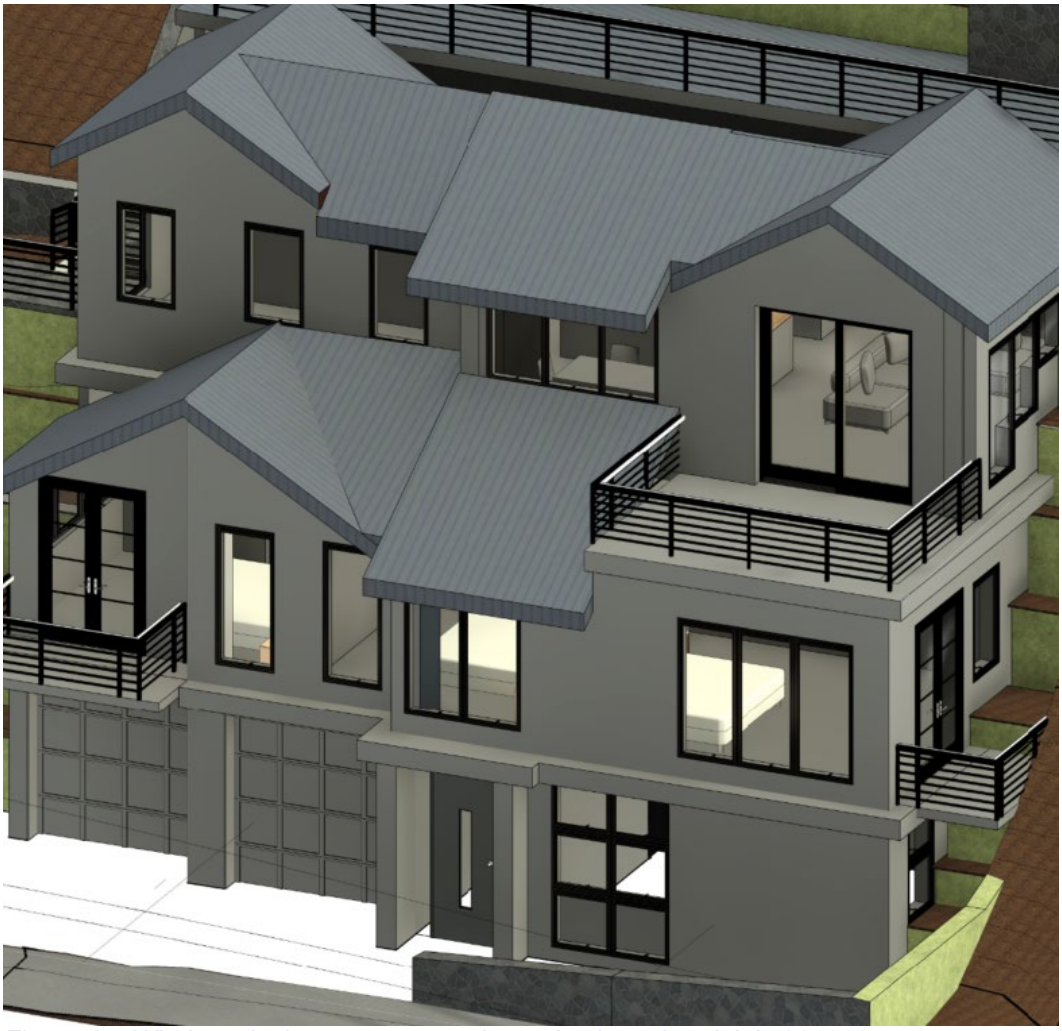


Figure 15: Window glazing on current schematic plans dated July 30, 2025

The previous SFD iteration included large wrap-around decks and balconies on the front façade, as well as a large roof deck that extends beyond the width of the dwelling on either side and is visible from the primary public ROW (see Figure 13 above).

Decks. Pursuant to LMC § 15-13-8(B)(7), *decks shall be constructed in inconspicuous areas where visually minimized from the primary public right-of-way, usually on the tertiary façade. When built on a secondary façade of a new structure, a deck should be screened from the primary public right-of-way with fencing and/or appropriate native landscaping*.

The visual impact of a deck should be minimized by limiting its size and scale.[15]

COMPLIES AS CONDITIONED: The revised plans, dated July 30, 2025, show a reduction in the front façade decks, including the width of the third-level deck, by the addition of a shed roof to the north side (See Figure 15 above). However, the proposed glass and metal railing does not sufficiently screen the front façade decks from the public ROW.

CONDITION OF APPROVAL 8: To minimize the visual impact of the decks proposed on the front facade, the railings on the SFD shall be similar to railings found on Historic Buildings in the character area or streetscape.



Figure 16: Google maps image of 338 Marsac Avenue (2024) with deck railing

[15] LMC § 15-13-8(B)(7)



Figure 17: Google Maps image of 508 Marsac Avenue (2024) with deck railing



Figure 18: Image from Historic Sites Inventory Form for 334 Marsac Avenue

CONDITION OF APPROVAL 7(c) requires the secondary façade decks be removed unless they can be modified to meet the standards for screening, pursuant to LMC § 15-13-8(B)(7).

Balconies and Roof Decks. *New balconies and roof decks shall be visually subordinate to the new building and shall be minimally visible from the primary public right-of-way. A new balcony shall be simple in design and compatible with the character of the Historic District*.[16]

The roof deck has been reduced in depth, but the width of the roof deck remains inconsistent with the above standard of being visually subordinate to the new building and minimally visible from the primary public ROW (see Condition of Approval below, requiring additional reduction of the roof deck width, provided in Analysis of SSCUP Criteria 8 on Dwelling Volume).

The Planning Commission may require mitigation measures to reduce the impact of development on Steep Slopes, pursuant to LMC § 15-2.2-6 *Development on Steep Slopes.*

At the June 25, 2025 work session, the Planning Commission provided feedback to the Applicant regarding the need to modify the design of the SFD to meet the SSCUP criteria. Specifically, the Commission focused on the requirement for screening and terracing the retaining walls to step with the Steep Slope, and the requirement to minimize the visual mass on the Steep Slope by either removing the rear roof top deck or reducing the overall dimension of the roof top deck.

Pursuant to LMC § 15-2.2-6, SSCUP applications are subject to the following criteria:

1. **Location of Development.** *Development is located and designed to reduce visual and environmental impacts of the Structure.*

   The location of the proposed SFD is constrained due to the limited depth and width of the Lot. The visual and environmental impacts of the main Structure have been mitigated by requiring modifications to the scale and massing of the SFD (see Conditions of Approval in the Dwelling Volume section below). However, the secondary façade decks contribute to the overall maximization of development on the Lot and have visual and environmental impacts on the Very Steep Slope.

   CONDITION of APPROVAL 7(a) requires the secondary façade decks be removed if their visual and environmental impacts on the Very Steep Slope cannot be mitigated.

2. **Visual Analysis.** *The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:*
   a) To determine potential impacts of the proposed Access, and Building mass and design; and

[16] LMC § 15-13-8(B)(8)

b) To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.

The Applicant's submitted a Visual Analysis that indicates the site is visible from Designated Vantage Points established in LMC § 15-15-1, such as 445 Marsac Avenue as well as cross canyon Vantage Points within Old Town. As conditioned, there are no unmitigated impacts.



Figure 19: Visual Analysis

Screening
The proposed retaining walls surrounding the SFD are visible from cross-canyon Vantage Points.

CONDITION OF APPROVAL 13 requires all retaining walls to be screened with vegetation.

Soil Stabilization
CONDITION OF APPROVAL 15 requires Engineering review and approval of the Applicant's submitted Geotechnical and Soils Investigation Report prior to submitting a building permit to ensure soil stabilization and mitigate drainage impacts are mitigated.

Vegetation Protection
The Very Steep Slope contains dense vegetation. The proposed SFD will remove or

impact most of the existing vegetation.

CONDITION OF APPROVAL 12 requires that impacts to existing vegetation be minimized. Any areas disturbed during construction surrounding the proposed work shall be brought back to their original state.

CONDITION OF APPROVAL 16: The existing Duplex encroachments at 301 and 303 Ontario Avenue may be maintained and repaired pursuant to the limitations and restrictions outlined in Land Management Code Chapter 15-9. If the 301 and 303 Ontario Avenue encroachments are removed, the property owner of 301 Marsac Avenue is responsible for stabilizing and revegetating the Parcel A no-build area and shall submit a landscape plan to the Planning, Building, and Engineering Departments for review and approval.

3. **Access.** *Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible*.

   Access to the Lot is limited to Marsac Avenue. The proposed SFD design does not accommodate side Access to the garage. See Analysis Section III above for the analysis of driveway compliance with the HR-1 Zoning District, Parking, and Historic District Design Regulations related to driveway and garage standards.

4. **Terracing.** *The project may include terraced retaining Structures if necessary to retain Natural Grade.*



Figure 20: Applicant's rendering of the proposed SFD and retaining walls

The SFD will require significant cuts to the 90% - 100% grade. The Applicant's previous iteration of the house plans did not include stepped retaining walls or vegetative screening. The updated plans show retaining walls on either side of the Structure that step with the Grade. The retaining wall at the rear of the property has been reduced in scale and will be screened with a landscaped terrace that steps up the slope from the roof deck.

Pursuant to LMC § 15-13-8(B)(1)(d), when retaining walls are necessary, the visual impact shall be minimized by creating gradual steps or tiers and by using perennial plant material.

CONDITIONS OF APPROVAL 13: requires vegetative screening of the retaining walls within the terraced areas.

5. **Building Location.** *Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.*

   LMC § 15-13-8(B)(1)(b) *Topography and Grading* requires the following:
   1. *The natural topography and original grading of a site shall be maintained when feasible.*
   2. *Building and site design shall respond to natural features. New infill residential buildings shall step down or up to follow the existing contours of steep slopes.*
   3. *A new site's natural slope shall be respected in a new building design in order to minimize cuts into hillsides, minimize fill, and minimize retaining walls.*



Figure 21: Proposed SFD as viewed from the north

The proposed SFD is designed such that it maximizes the allowable Building Footprint. While the Structure is designed with terraced retaining walls and a break in the front façade, which steps back with the slope to preserve the perceived Natural Grade, the development does not coordinate well with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation. The land directly adjacent to 301 Marsac Avenue, to the north and south, is the rear yard of residences located on Ontario Avenue. The proposed development divides the existing open Area and natural vegetation corridor on the hillside east of Marsac Avenue.

6. **Building Form and Scale.** *Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.*[17]

   COMPLIES: The house plans have been modified to better define individual modules that are compatible with the Historic District by adding a gabled roof and a shed roof on the second level. The proposed SFD is oriented against the Lot's contours and steps with the Grade.

7. **Setbacks.** *The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures***.**[18]

   COMPLIES: The proposed SFD is between two Lots that have SFDs fronting Ontario Avenue, and the land to the rear of those SFDs is vacant property with Very Steep Slopes; there is no present concern for creation of a "wall effect" along Marsac or Ontario Avenues, as a result of the SFD.

8. **Dwelling Volume.** *The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.*[19]

   At the June 25, 2025 work session the Planning Commission recommended the house plans be modified to either remove the roof deck or reduce its volume to minimize the SFD's visual mass on the Very Steep Slope and to be consistent with the Historic District standards outlined in LMC § 15-13-8(B)(8)(a), which require

[17] LMC § 15-2.2-6
[18] LMC § 15-2.2-6
[19] LMC § 15-2.2-6

balconies and roof decks be visually subordinate to the new building and be minimally visible from the primary public ROW.

The Applicant revised the house plans to reduce the depth of the roof deck, by creating a landscaped terrace that steps up the slope and provides vegetative screening for the retaining wall at the rear of the Structure. However, the updated plans, dated July 30, 2025, still show the roof deck railing extends beyond the dwelling's roof form and is visible from the primary public ROW.



Figure 22: Plans reviewed at the June 25, 2025 work session

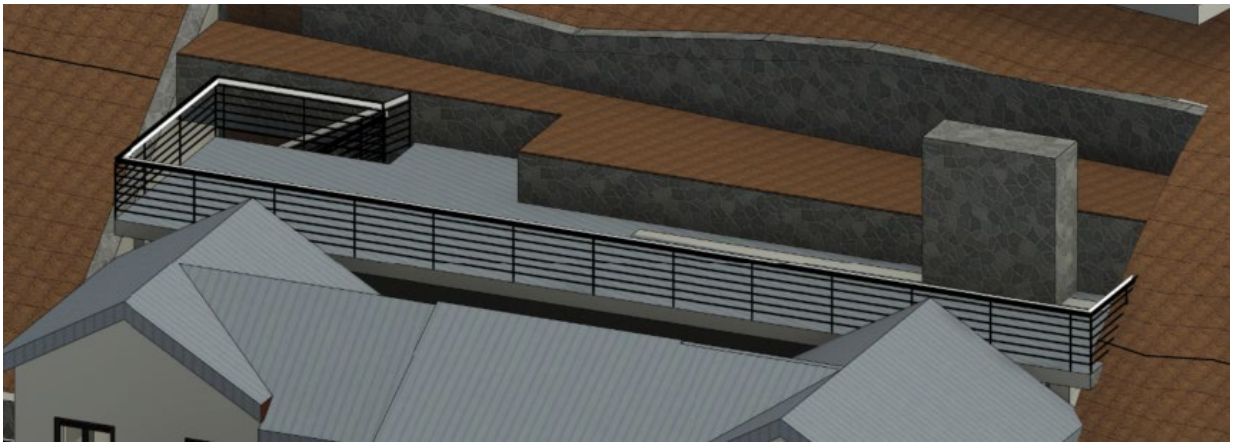


Figure 23: Reduced roof deck in plans dated July 7, 2025



Figure 24: Plans dated July 30,2025 with staff's red shaded areas showing where the roof deck railing is required to be reduced.

CONDITION OF APPROVAL 9: requires the Applicant to modify the plans prior to HDDR Final Action to reduce the volume of the roof deck such that the deck railing does not extend beyond the dwelling's roof form on either side and is not visible from the primary public ROW.

9. **Building Height (Steep Slope).** *The Zone Height in the HR-1 District is twenty-seven feet (27') and is restricted as stated above in § 15-2.2-5. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential*



Figure 25: Bird's eye view of the proposed SFD and the surrounding neighborhood

Structures.

COMPLIES: The proposed SFD is visible from Marsac Avenue and cross canyon. To mitigate the impact of development on the Very Steep Slope, the proposed SFD is broken into a series of smaller volumes that step with the Grade. During the June work session and July public hearing, the Planning Commission did not require a Condition of Approval to further reduce the height of the building to achieve compatibility with the surrounding neighborhood.

(III) The Development Review Committee requires Conditions of Approval.[20]

The Development Review Committee reviewed the proposal on December 17, 2024, and noted the following items to be addressed:

1. Prior to plat recordation, the Applicant must meet with water to discuss the requirements for extending a waterline, possibly off Ontario Avenue, at a minimum.
2. Prior to building permit submittal, the applicant shall obtain an access permit from UDOT for the driveway access on SR 224, and coordinate with UDOT to dedicate a snow storage easement.

Department Review

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

Notice

For the July 23, 2025 Planning Commission meeting, on July 8, 2025, staff mailed courtesy notice to property owners within 300 feet and on July 9, 2025, posted public notice to the property and published notice on the City's website and the Utah Public Notice website. The *Park Record* published notice on July 9, 2026. The Planning Commission held a public hearing and continued the hearing to August 13, 2025.

For the August 13, 2025 Planning Commission meeting, on July 28, 2025, staff published notice on the City's website and the Utah Public Notice website . The *Park Record* published notice on July 30, 2025.[21]

Public Input

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

Exhibits

A: Draft Final Action Letter

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

Attachment 1: Proposed Plans dated 7.30.2025

B: Geotechnical Report

Planning Department

August 13, 2025

Silver Stream Advisors, LLC

CC: Jodi Hoffman, Park City Legal

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	301 Marsac Avenue
Zoning District:	Historic Residential-1
Application:	Steep Slope Conditional Use Permit
Project Number:	PL-23-05946
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes to construct a 4,103-square-foot Single-Family Dwelling on a Very Steep Slope.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and approved the 301 Marsac Avenue Steep Slope Conditional Use Permit (SSCUP), according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 301 Marsac Avenue is Lot 1 and 2 of Block 54 of the Amended Plat of the Park City Survey and is within the Historic Residential-1 Zoning District.
2. The vacant property has never been developed and contains Very Steep Slopes over 40% with most slopes ranging between 90% - 100%.
3. Land Management Code (LMC) § 15-2.2-6 requires Planning Commission review of a SSCUP for construction of “any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq.

ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater" within the HR-1 Zoning District.

4. A Plat Amendment is being processed concurrently with this SSCUP to create one 3,750-square-foot Lot for development of a Single-Family Dwelling (SFD); the approval of the SSCUP is contingent on Planning Commission approval of the Plat Amendment.
5. A Historic District Design Review (HDDR) application is also being processed by Planning staff and is pending approval of the Plat Amendment and SSCUP.
6. An encroachment agreement was recorded on June 3, 2022 for the encroachments of the Duplex at 301 and 303 Ontario Avenue (Recorder Entry No. 1190328), which shares a common rear Lot line to the east of 301 Marsac Avenue.
7. As conditioned, the proposed SFD meets the HR-1 Zoning District Lot and Site Requirements, pursuant to LMC § 15-2.2-3.
    a) The building footprint of the proposed SFD is 1,518 square feet, which meets the maximum building footprint for a 3,750-square-foot Lot, per HR-1 Zoning District standards.
    b) The depth of the Lot is 62 feet, which requires 10-foot Front and Rear Setbacks, for a total of 20 feet combined. The width of the Lot is 65 feet, which requires minimum 5-foot Side Setbacks and a combined Side Setback of 18 feet.
    c) The proposed plans indicate the SFD is ten feet from the Front and Rear Lot lines, six feet from the southern Side Lot line and 12 feet from the northern Side Lot line, for a total of 18 feet combined Side Setback.
    d) The Rear Setback is measured from the edge of the easterly Lot line of the 3,750-square-foot Lot and excludes the 431-square-foot area proposed to be established as a no build area, with the Plat Amendment.
    e) Pursuant to LMC § 15-2.2-3(J) Lot and Site Requirements, Side Setback Exceptions include patios, decks, pathways, steps, or similar Structures not more than 30 inches in height above Final Grade, not including any required handrails.
    f) The schematic plans show a balcony on the southern secondary façade that appears to be flush with Final Grade; the balcony on the northern secondary façade appears to be over 30 inches in height above Final Grade.

8. As conditioned, the proposed SFD meets the HR-1 Zoning District Building Height requirements pursuant to LMC § 15-2.2-5.
    a) Pursuant to LMC § 15-2.2-5, Final Grade must be within four vertical feet of Existing Grade, except for window wells, emergency egress, and a garage entrance.
    b) The plans submitted on July 30, 2025 include retaining walls on the northern side of the Structure on the upper slope that create a rise in elevation from Existing Grade to Final Grade over four vertical feet. Condition of Approval 10 requires the plans be modified prior to HDDR approval to show that Final Grade is within four vertical feet of Existing Grade, except for window wells, emergency egress and a garage entrance.
    c) The elevation of the roof ridges, as measured from Existing Grade, ranges from nine feet to 27 feet, meeting the maximum 27-foot Zone Height.
    d) The interior height of the Structure is 33 feet measured from the ground level floor plane to the highest wall top plate.
    e) The front façade of the proposed SFD rises 21 feet 6 inches from the lowest point of Existing Grade at which point there is a 10-foot step back provided by the second level deck and roof forms. Additionally, the roof overhang encroaches no more than four feet into the 10-foot step back and is no more than 25% the width of the front façade of the building.
    f) The roof pitch of the Contributing Roof Form has a compliant 7:12 roof pitch and occupies a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building.
9. The proposed retaining walls encroach into the Side Setback. Pursuant to LMC § 15-4-2(A), retaining walls shall not exceed six feet in height measured from Final Grade within the Side Setback and no more than four feet if within the Front Setback (see Condition of Approval 10).
10. As conditioned, the proposal complies with the parking and driveway requirements, pursuant to LMC § 15-13-8(B)(1)(h).
    a) New driveways in the Historic Districts that provide access to a two-car garage may have a maximum 12-foot-wide curb cut and are allowed to widen to 22 feet once outside the Front Setback, unless otherwise approved by the City Engineer.
    b) The width of the driveway is 16 feet where it intersects with SR 224, a UDOT ROW (Marsac Avenue), which meets the minimum width required

by UDOT; the driveway widens to 22 feet within the Front Setback, to provide access to the two-car garage. The additional driveway width within the Front Setback requires approval by the City Engineer as a minor variation, pursuant to LMC § 15-3-3(H)(1) Driveway Widths.

c) LMC § 15-13-8 requires Garages featuring a side-by-side parking configuration to maintain a two-foot horizontal offset in the front wall plane. Additionally, garage doors shall be nine feet wide by nine feet high.

d) The Applicant's plans show the required two-foot horizontal offset in the front wall plane between the two garage doors and the garage doors are 9 feet wide by 9 feet high.

11. The proposal complies with LMC Chapter 15-3 Off Street Parking Requirements.
    a) LMC § 15-3-6 requires two parking spaces for a SFD. The Applicant provides these in the two-car garage, which is 20 feet in width and 24 feet in depth.
12. LMC § 15-2.2-6 Development on Steep Slopes states, "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13
13. As conditioned, the proposed SFD is consistent with the with *Design Guidelines for Historic Districts and Historic Sites,* Chapter 15-13.
    a) Pursuant to LMC § 15-13-8(B)(2)(d), windows must have a solid-to-void ratio that is compatible with surrounding Historic Buildings. Large glass surfaces shall be divided into smaller windows that are in scale with those seen historically. The window glazing on the proposed SFD may require further modifications for compliance with the HDDR standards.
    b) The width of the proposed roof deck is inconsistent with LMC § 15-13-8(B)(8) because the deck is not visually minimized from the primary public ROW. Condition of Approval 9 below requires the roof deck railing be reduced in width such that it does not extend beyond the dwelling's roof form.
    c) Pursuant to LMC § 15-13-8(B)(7), decks shall be constructed in inconspicuous areas where visually minimized from the primary public right-of-way, usually on the tertiary façade. When built on a secondary façade of a new structure, a deck should be screened from the primary public right-of-way with fencing and/or appropriate native landscaping. The visual impact of a deck should be minimized by limiting its size and scale.

d) The front façade decks do not meet LMC § 15-13-8(B)(7) because they are not visually minimized from the public ROW. Condition of Approval 8 requires the deck railings to be similar to railings found on Historic Buildings in the character area or streetscape, to minimize the visual impact of decks on the front façade.
e) The proposed secondary façade decks do not meet LMC § 15-13-8(B)(7) because they are not screened from the primary public ROW and the visual impact has not been minimized. Condition of Approval 7(c) requires decks on the secondary façade to be removed that do not meet the standards for screening, pursuant to LMC § 15-13-8(B)(7).

14. As conditioned, the proposed SFD meets the SSCUP criteria outlined in LMC § 15-2.2-6 *Development on Steep Slopes.*
    a) Criteria 1: Location of Development. *Development is located and designed to reduce visual and environmental impacts of the Structure.*
        i. The location of the proposed SFD is constrained due to the limited depth and width of the Lot. The visual and environmental impacts of the main Structure have been mitigated by requiring modifications to the scale and massing of the SFD (see Conditions of Approval in the Dwelling Volume section below). However, the secondary façade decks contribute to the overall maximization of development on the Lot and have visual and environmental impacts on the Very Steep Slope. Condition of Approval 7(a) requires the decks on the secondary façade be removed if the visual and environmental impacts cannot be mitigated.
    b) Criteria 2: Visual Analysis: *The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points to determine potential impacts of the proposed Access, and Building mass and design; and to identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities:*
        i. The Applicant's Visual Analysis indicates the site is visible from Designated Vantage Points established in LMC § 15-15-1, such as 445 Marsac Avenue as well as cross canyon Vantage Points within Old Town. As conditioned, there are no unmitigated impacts.
        ii. Screening: The proposed retaining walls surrounding the SFD are visible from cross-canyon Vantage Points (see Condition of Approval 13)

iii. Soil Stabilization: See Condition of Approval 15
iv. Vegetation Protection: The Very Steep Slope contains dense vegetation. The proposed SFD will remove or impact most of the existing vegetation (see Condition of Approval 12)

c) Criteria 3: Access. *Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible*.
   i. Access to the Lot is limited to Marsac Avenue. The proposed SFD design does not accommodate side Access to the garage.

d) Criteria 4: Terracing. *The project may include terraced retaining Structures if necessary to retain Natural Grade*.
   i. Pursuant to LMC § 15-13-8(B)(1)(d), when retaining walls are necessary, the visual impact shall be minimized by creating gradual steps or tiers and by using perennial plant material.
   ii. The SFD will require significant cuts to the 90% - 100% grade and retaining walls on either side and to the rear of the Structure.
   iii. The Structure is designed with terraced retaining walls and a break in the front façade, which steps with the slope to preserve the perceived Natural Grade (see Condition of Approval 13 for required vegetative screening of retaining walls)
   iv. The retaining wall at the rear of the property has been reduced in scale and will be screened with a landscaped terrace that steps up the slope from the roof deck.

e) Criteria 5: Building Location. *Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.*
   i. The land directly adjacent to 301 Marsac Avenue, to the north and south, is the rear yard of residences located on Ontario Avenue; the proposed development divides the existing open Area and natural vegetation corridor on the hillside east of Marsac Avenue.

f) Criteria 6: Building Form and Scale. *Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade*

and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.

i. The house plans dated July 30, 2025 define individual modules that are compatible with the Historic District, with the addition of a gabled roof and a shed roof on the second level. The proposed SFD is oriented against the Lot's contours and steps with the Grade

g) Criteria 7: Setbacks. *The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures*

i. The proposed SFD is between two Lots that have SFDs fronting Ontario Avenue, the two rear yards contain natural vegetation and Very Steep Slopes that flank 301 Marsac Avenue; there is no present concern for creation of a "wall effect" along Marsac or Ontario Avenues, as a result of the SFD.

h) Criteria 8: Dwelling Volume. *The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.*

i. The proposed roof deck contributes to the visual mass of the SFD on the Very Steep Slope, as the roof deck railing extends beyond the dwelling's roof form and is visible from the primary public ROW.

ii. Condition of Approval 9 requires the plans be modified to reduce the roof deck railing such that it does not extend beyond the dwelling's roof form on either side and is not visible from the primary public ROW.

i) Criteria 9 Building Height.

i. To mitigate the impact of development on the Very Steep Slope, the proposed SFD is broken into a series of smaller volumes that step with the Grade. During the June work session and July public

hearing, the Planning Commission did not require a Condition of Approval to further reduce the height of the building to achieve compatibility with the surrounding neighborhood.

15. The Development Review Committee reviewed the proposal on December 17, 2024.
16. For the July 23, 2025 Planning Commission meeting, on July 8, 2025, staff mailed courtesy notice to property owners within 300 feet and on July 9, 2025, posted public notice to the property and published notice on the City's website and the Utah Public Notice website. The *Park Record* published notice on July 9, 2026. The Planning Commission held a public hearing and continued the hearing to August 13, 2025. For the August 13, 2025 Planning Commission meeting, on July 28, 2025, staff published notice on the City's website and the Utah Public Notice website . The *Park Record* published notice on July 30, 2025.

Conclusions of Law

1. As conditioned, the proposal complies with the LMC requirements in Chapter 15-2.2, *Historic Residential - 1 (HR-1) Zoning District*.
2. As conditioned, the proposal complies with the Steep Slope Conditional Use Permit criteria outlined in LMC § 15-2.2-6, *Development on Steep Slopes*.
3. As conditioned, the proposal complies with the LMC requirements in Chapter 15-3, *Off-Street Parking*.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans reviewed August 13, 2025, by the Planning Commission, except modifications required in the Conditions of Approval of this Final Action Letter and pending design modifications required as part of the Historic District Design Review.
2. The proposed SFD shall meet all applicable standards outlined in LMC § 15-13-8. Prior to application for a Building Permit the Applicant shall obtain approval of the Historic District Design Review application, which may require additional modifications to the design of the SFD and the driveway to comply with LMC Chapter 15-13, *Regulations For New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts*.
3. If the Applicant does not obtain a building permit within one year of the date of this approval, this SSCUP approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.

4. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans; 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. 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.
6. Residential fire sprinklers are required for all new construction on this Lot, per requirements of the Chief Building Official.
7. Prior to HDDR Final Action, the SFD plans shall be modified to remove all decks from the secondary facade that do not:
    a. mitigate the visual and environment impacts on the Very Steep Slope (LMC § 15-2.2-6(C)(1),
    b. meet the Side Setback Exceptions in the HR-1 Zoning District (LMC § 15-2.2-3(J)), and
    c. meet the standards for screening decks located on a secondary façade in the Historic Districts (LMC § 15-13-8(B)(7)).
8. To minimize the visual impact of decks on the front façade, the deck railings shall be similar to railings found on Historic Buildings in the character area or streetscape.
9. The Applicant shall modify the plans prior to HDDR Final Action to reduce the volume of the roof deck such that the deck railing does not extend beyond the dwelling's roof form on either side and is not visible from the primary public ROW.
10. Prior to HDDR approval, the plans shall be modified to show that Final Grade is within four vertical feet of Existing Grade, except for window wells, emergency egress and a garage entrance; and retaining walls within the Side Setback shall not exceed six feet in height or if in the Front Setback, shall not exceed four feet in height.
11. The driveway access is subject to UDOT standards and City Engineering Department Approval to allow an exception to the Front Setback maximum width requirement of 12 feet, pursuant to LMC § 15-13-8(B)(h) and to ensure safe egress to Marsac Avenue.
12. Impacts to existing vegetation shall be minimized. Prior to HDDR approval, a landscape plan shall be submitted that shows all Significant Vegetation within

twenty feet (20') of proposed Development, pursuant to LMC § 15-2.2-10 *Vegetation Protection*; any areas disturbed during construction surrounding the proposed work shall be brought back to their original state.

13. The landscape plan, submitted prior to HDDR Final Action, shall include vegetative screening to be installed in the terraced areas of all retaining walls.
14. Prior to Plat Amendment recordation, the Applicant shall ensure adequate public utilities are provided to service new development at the site and dedicate utility easements on the Final Plat per Public Utilities Department requirements (for water) and Snyderville Basin Reclamation District (for sewer) specifications.
15. Additional design modifications may be required based on Engineering review and approval of the Geotechnical and Soils Investigation Report, prior to applying for a Building Permit.
16. The existing Duplex encroachments at 301 and 303 Ontario Avenue may be maintained and repaired pursuant to the limitations and restrictions outlined in LMC Chapter 15-9. If the 301 and 303 Ontario Avenue encroachments are removed, the property owner of 301 Marsac Avenue is responsible for stabilizing and revegetating the Parcel A no-build area and shall submit a landscape plan to the Planning, Building, and Engineering Departments for review and approval.
17. The Applicant will be required to provide intermediary shoring plans at the building permit phase.
18. Prior to plat recordation, the Applicant must meet with water to discuss the requirements for extending a waterline, possibly off Ontario Avenue, at a minimum.
19. Prior to building permit submittal, the applicant shall obtain an access permit from UDOT for the driveway access on SR 224, and coordinate with UDOT to dedicate a snow storage easement.

If you have questions or concerns regarding this Final Action Letter, please call Elissa Martin at 435-699-7741 or email elissa.martin@parkcity.gov.

Sincerely,

Christin Van Dine
Planning Commission Chair

CC: Elissa Martin



Planning Department

Attachment: 301 Marsac House Plans 7.30.2025

PROPOSED NEW PRIVATE DEVELOPMENT:

PARK CITY DUPLEX LOT 1 & 2

311 Marsac Avenue
Park city, Utah



PROJECT INFORMATION

GENERAL PARCEL INFORMATION:
APN:
Property Owner:
Owner Address:
Site Address:
Recorded Size (Assessor Database):
Computed Size (GIS):

PLANNING AND DEVELOPMENT INFORMATION:
General Plan:
Zoning: HR-1

SPECIAL AREA POLICIES AND INFORMATION:
Fire Responsibility Area:
Cal Fire SRA Hazard Class:
Wildland Urban Interface:
Fire Protection District:
Geohazard:
Historic Parcel:
FEMA Flood Zone:
Sanitary District:
Watershed:

2022 International Building Code (IBC)
2022 International Residential Code (IRC)
2022 International Electrical Code (IEC)
2022 International Mechanical Code (IMC)
2022 International Plumbing Code (IPC)
2022 International Fire Code (IFC)
2022 City of Park City/County of Summit amendments

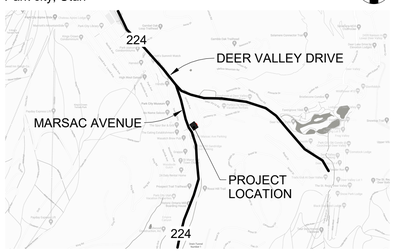
LEGAL DESCRIPTION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

VICINITY MAP

308 Marsac Avenue
Park city, Utah



PROJECT DESCRIPTION

NEW CONSTRUCTION HOME ON AN EXISTING LOT LOCATED IN PARK CITY'S OLD TOWN HISTORIC DISTRICT. DESIGNED IN COMPLIANCE WITH THE 15-2.2-2.B CONDITIONAL USES AND THE 1-13-8 HR-1 DESIGN GUIDELINES. THE HOME SITS ON A STEEP SLOPE AND IS DESIGNED TO COMPLY WITH THE STEEP SLOPE CONDITIONS AND PROVIDES MINIMALIST NATIVE LANDSCAPING WHERE GROUNDCOVER REMAINS ON THE LOT.THE EXTERIOR MATERIALS USED SHALL REFLECT THE NATURE OF THE HISTORIC DISTRICT AND NEIGHBORS. THE BUILDING FEATURES THREE LEVELS, STARTING WITH THE GROUND FLOOR ENTRY, GARAGE, AND BONUS ROOM, DESIGNED IN SUCH A WAY TO MINIMIZE THE VISUAL IMPACT OF THE GARAGE. THE FIRST FLOOR IS THREE BEDROOMS AND BATHS. THE SECOND AND TOP FLOOR IS THE DINING, LIVINING, AND KITCHEN AREAS WITH A PARTIALLY UNCOVERED TERRACE. THERE IS A ROOF DECK AT THE REAR OF THE PROPERTY DESIGNED TO BE HIDDEN FROM THE FRONT FACADE AND TO MINIMIZE VISUAL IMPACT FOR THE NEIGHBORS ABOVE.

9/13/2023 12:02:53 PM

SHEET INDEX

G0.0 PROJECT INFORMATION

SURVEY/REVISED PLAT

GEOTECHNICAL REPORT

G0.1 PHOTOS LOCATIONS - FROM PROJECT SITE
G0.2 PHOTOS LOCATIONS - TO PROJECT SITE
G0.3 AERIAL RENDERINGS
G0.4 AERIAL RENDERINGS
G0.5 AERIAL RENDERINGS

A1.0 PROPOSED SITE PLAN
A1.1 FLOOR PLAN - GROUND FLOOR
A1.2 FLOOR PLAN - FIRST FLOOR
A1.3 FLOOR PLAN - SECOND FLOOR
A1.4 FLOOR PLAN - ROOF DECK
A1.5 ROOF OVER TOPO EXHIBIT
A2.1 BUILDING ELEVATION - EAST & WEST
A2.2 BUILDING ELEVATION - SOUTH
A2.3 BUILDING ELEVATION - NORTH
A2.4 BUILDING SECTION
A5.0 3D VIEW

	11.08.2023 Planning Submission
REV 1	04.08.2024 Planning Re-Submission
REV 5	04.25.2025 Planning Re-Submission
REV 5.4	07.07.2025 Planning Re-Submission
REV 5.5	07.30.2025 Planning Re-Submission

DATE STAMP

DATE STAMP

DRAWN BY:	
CHECKED BY:	
APPROVED BY:	NL
PROJECT NUMBER:	
STATUS:	
	JULY 30, 2025

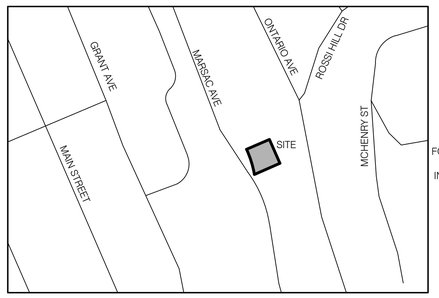
PROJECT INFORMATION

G0.0

308 MARSAC AVE SUBDIVISION

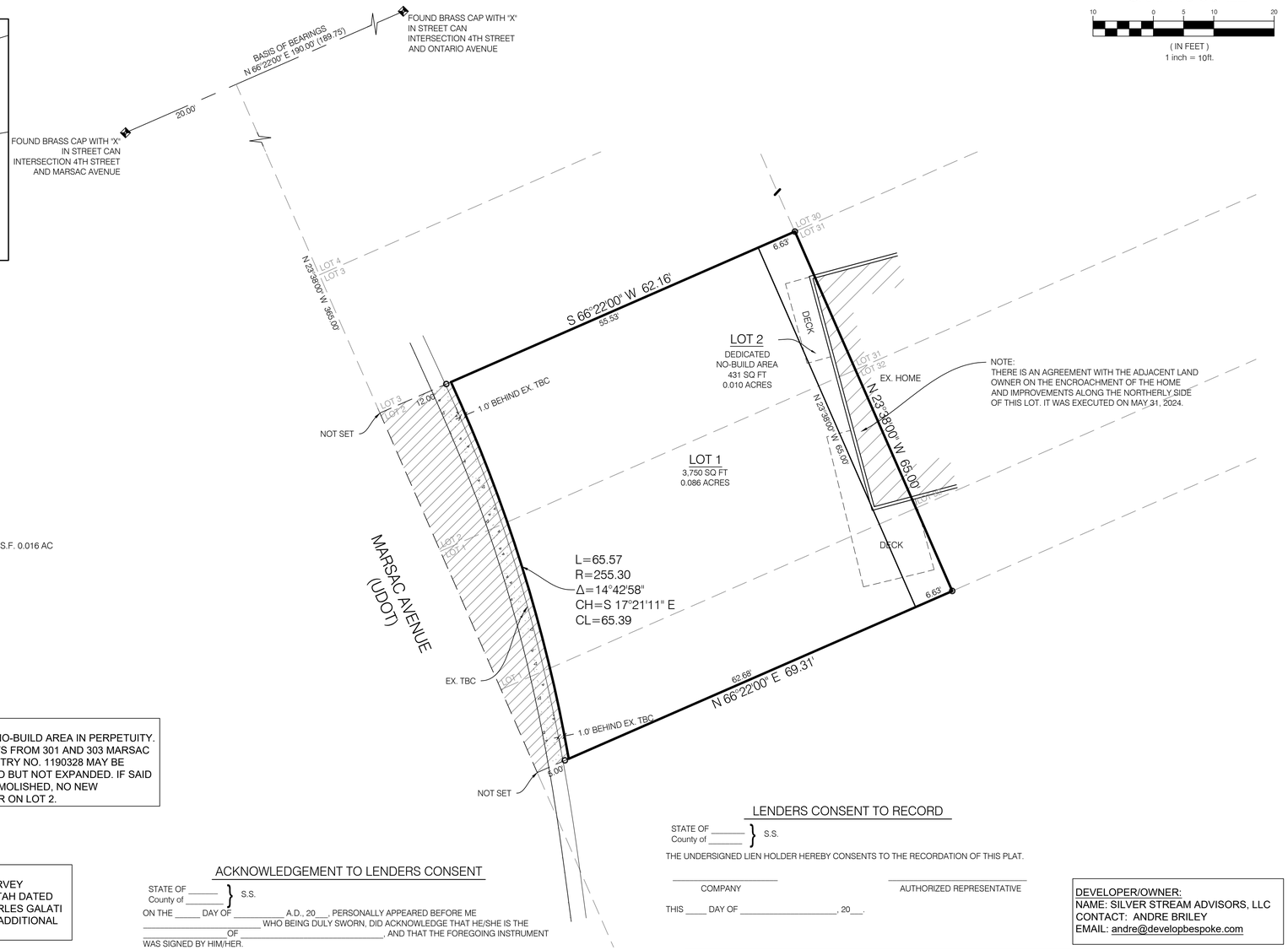
LOCATED IN SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

VICINITY MAP
N.T.S



NORTH

GRAPHIC SCALE
10 0 5 10 20
(IN FEET)
1 inch = 10ft.



LEGEND

	STREET MONUMENT
	BOUNDARY CORNER (FOUND 5/8 REBAR AND CAP "STAMPED ALLTERA UTAH" OR AS NOTED ON PLAT)
	BOUNDARY LINE
	ADJACENT PROPERTY
	STREET CENTERLINE EXISTING
	EXISTING EASEMENT
P.U.E. AND D.E.	PUBLIC UTILITY EASEMENT AND DRAINAGE EASEMENT
	DEDICATED TO UDOT FOR PUBLIC STREET 694 S.F. 0.016 AC

NOTE:
LOT 2 IS DEDICATED AS A NO-BUILD AREA IN PERPETUITY. EXISTING ENCROACHMENTS FROM 301 AND 303 MARSAC AVENUE RECORDED AS ENTRY NO. 1190328 MAY BE MAINTAINED AND REPAIRED BUT NOT EXPANDED. IF SAID ENCROACHMENTS ARE DEMOLISHED, NO NEW DEVELOPMENT MAY OCCUR ON LOT 2.

NOTE:
REFER TO RECORD OF SURVEY PREPARED BY ALTERRA UTAH DATED 05/18/2022 SIGNED BY CHARLES GALATI LICENSE NO. 7248891 FOR ADDITIONAL INFORMATION

ACKNOWLEDGEMENT TO LENDERS CONSENT

STATE OF _____
County of _____ } S.S.

ON THE _____ DAY OF _____ A.D., 20___ PERSONALLY APPEARED BEFORE ME _____ WHO BEING DULY SWORN, DID ACKNOWLEDGE THAT HE/SHE IS THE _____ OF _____, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED BY HIM/HER.

MY COMMISSION EXPIRES: _____ (DATE)

COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

LENDERS CONSENT TO RECORD

STATE OF _____
County of _____ } S.S.

THE UNDERSIGNED LIEN HOLDER HEREBY CONSENTS TO THE RECORDATION OF THIS PLAT.

_____ COMPANY

_____ AUTHORIZED REPRESENTATIVE

THIS ____ DAY OF _____, 20___.

DEVELOPER/OWNER:
NAME: SILVER STREAM ADVISORS, LLC
CONTACT: ANDRE BRILEY
EMAIL: andre@developbespoke.com

SURVEYOR'S CERTIFICATE

I, DALE K. BENNETT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 103381, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS:

308 MARSAC AVE SUBDIVISION

AMENDING LOTS 19 AND 20

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

BOUNDARY DESCRIPTION

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH, BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

CONTAINS 4,875 SQ. FT. OR 0.112 ACRES, MORE OR LESS

1 LOT

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
07/07/2025
STATE OF UTAH

FOR REVIEW ONLY

OWNER'S CONSENT TO RECORD

308 MARSAC AVE SUBDIVISION

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. IN WITNESS WHEREBY WE HAVE HEREUNTO SET THIS _____DAY OF_____A.D., 20___.

SILVER STREAM ADVISORS, LLC

_____
BY: GREGORY D. WOOD
ITS: MANAGER

LLC ACKNOWLEDGMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____ DAY OF _____ A.D., 2025, PERSONALLY APPEARED BEFORE ME GREGORY D. WOOD, WHOSE IDENTITY ID PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO, BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE IS MANAGER OF SILVER STREAM ADVISORS, LLC, A LIMITED LIABILITY COMPANY, AND THAT THE OWNER'S DEDICATION WAS SIGNED BY HIM ON BEHALF OF SAID LLC, AND ACKNOWLEDGED TO ME THAT SAID LLC EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____ (DATE)

COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY

PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20___.

_____ BY: JEFF WARD, GIS DIRECTOR
SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT

PARK CITY FIRE SERVICE DISTRICT

THIS PLAT HAS BEEN APPROVED BY THE PARK CITY FIRE SERVICE DISTRICT.

_____ DATE

_____ PARK CITY FIRE MARSHALL

SUMMIT WATER DISTRIBUTION COMPANY

SUMMIT WATER DISTRIBUTION COMPANY WILL DELIVER WATER TO PARK EAST II BUSINESS COMMUNITY CONDOMINIUMS CONSISTENT WITH SUMMIT WATER'S ARTICLE OF INCORPORATION, RULES AND REGULATIONS, BYLAWS, AND OTHER CORPORATIONS DOCUMENTS, AND PURSUANT TO THE DEVELOPMENT AGREEMENT BETWEEN SUMMIT WATER AND DEVELOPER. APPROVED AND ACCEPTED ON THIS _____ DAY OF _____, A.D. 20____.

_____ S.W.D.C. AUTHORIZED REPRESENTATIVE

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

APPROVED THIS _____ DAY OF _____, A.D. 20____.

_____ AUTHORIZED REPRESENTATIVE

COUNTY ASSESSOR

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D. 20___.

_____ COUNTY ASSESSOR

COUNTY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE SNYDERVILLE BASIN PLANNING COMMISSION THIS _____ DAY OF _____, A.D. 20___.

CHAIR OF SNYDERVILLE BASIN PLANNING COMMISSION

COUNTY ATTORNEY

APPROVED AS TO FORM ON THE _____DAY OF _____, A.D. 20___.

_____ COUNTY ATTORNEY

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATIONS DISTRICT STANDARDS ON THIS _____ DAY OF _____, A.D. 20____.

_____ S.B.W.R.D. AUTHORIZED REPRESENTATIVE

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, A.D. 20____.

_____ AUTHORIZED REPRESENTATIVE

DOMINION ENERGY

APPROVED THIS ___ DAY OF _____, A.D. 20____.

_____ AUTHORIZED REPRESENTATIVE

COUNTY ENGINEER

I HEREBY CERTIFY THAT I HAVE HAD THIS PLAT EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE.

_____ DATE

_____ COUNTY ENGINEER

GOVERNING BODY APPROVAL & ACCEPTANCE

APPROVED AND ACCEPTED THIS _____ DAY OF _____, A.D. 20___.

BY: _____
SUMMIT COUNTY MANAGER
LAND USE AUTHORITY

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

308 MARSAC AVE SUBDIVISION

LOCATED IN SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN

SHEET 1 OF 1

RECORDED # _____

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF_____
DATE_____TIME _____ BOOK _____ PAGE_____

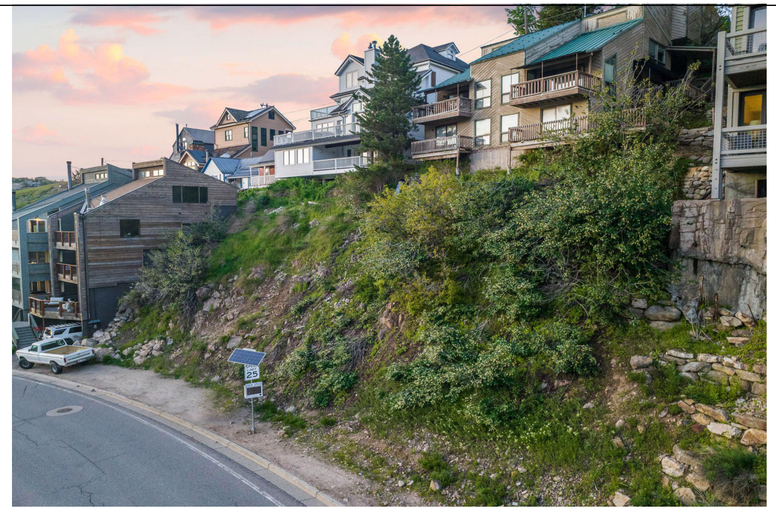
_____ FEE $

_____ SUMMIT COUNTY RECORDER

2311199sp.dwg



03 - View from site towards Northwest



04 - View north towards project site



02 - View from site towards West



05 - View East towards project site



01 - View from site towards Southwest



06 - View South towards project site

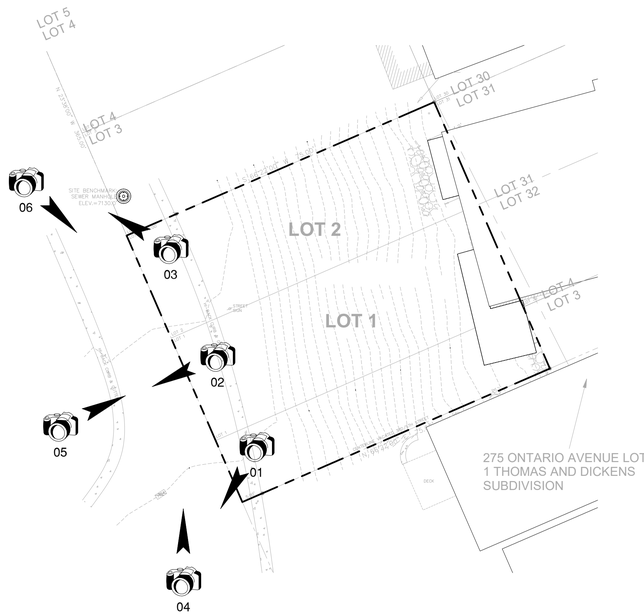
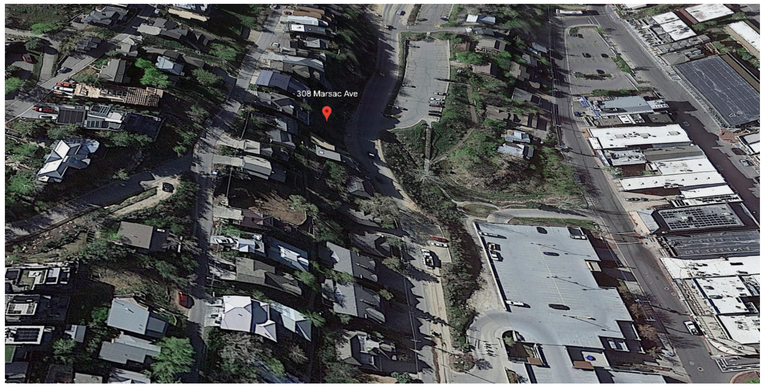


PHOTO LOCATIONS - VIEWS FROM SITE

9/13/2023 12:02:55 PM



N - View towards project site from North



W - View towards project site from West

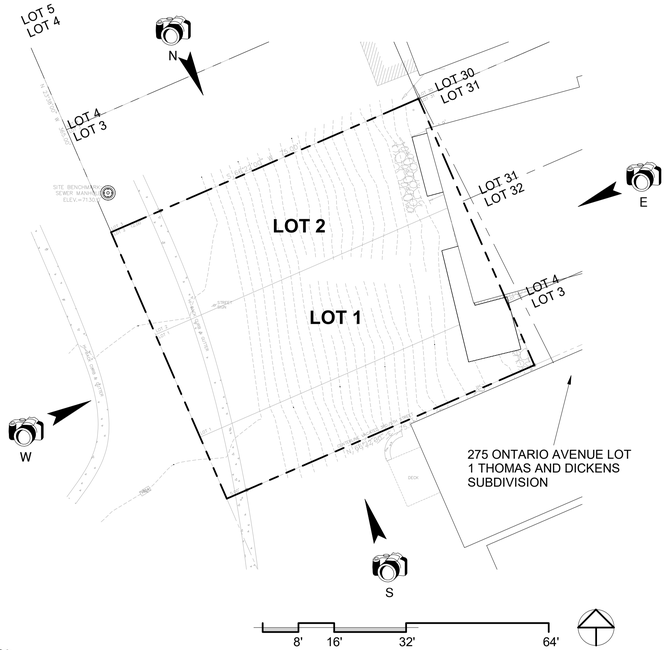
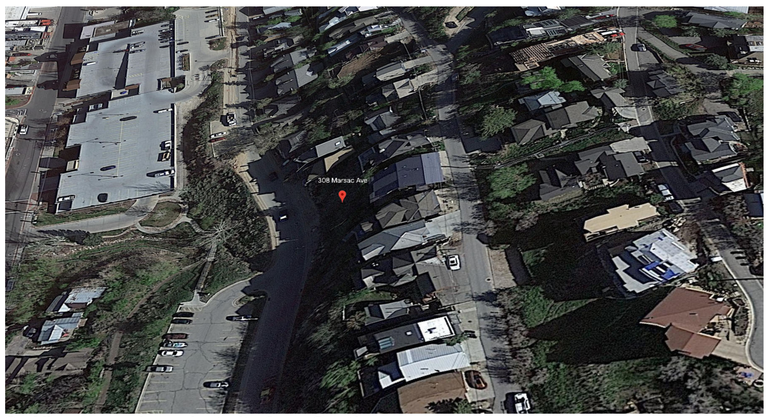


PHOTO LOCATIONS - VIEWS TO PROJECT SITE



E - View towards project site from East



S - View towards project site from South

9/13/2023 12:02:57 PM



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

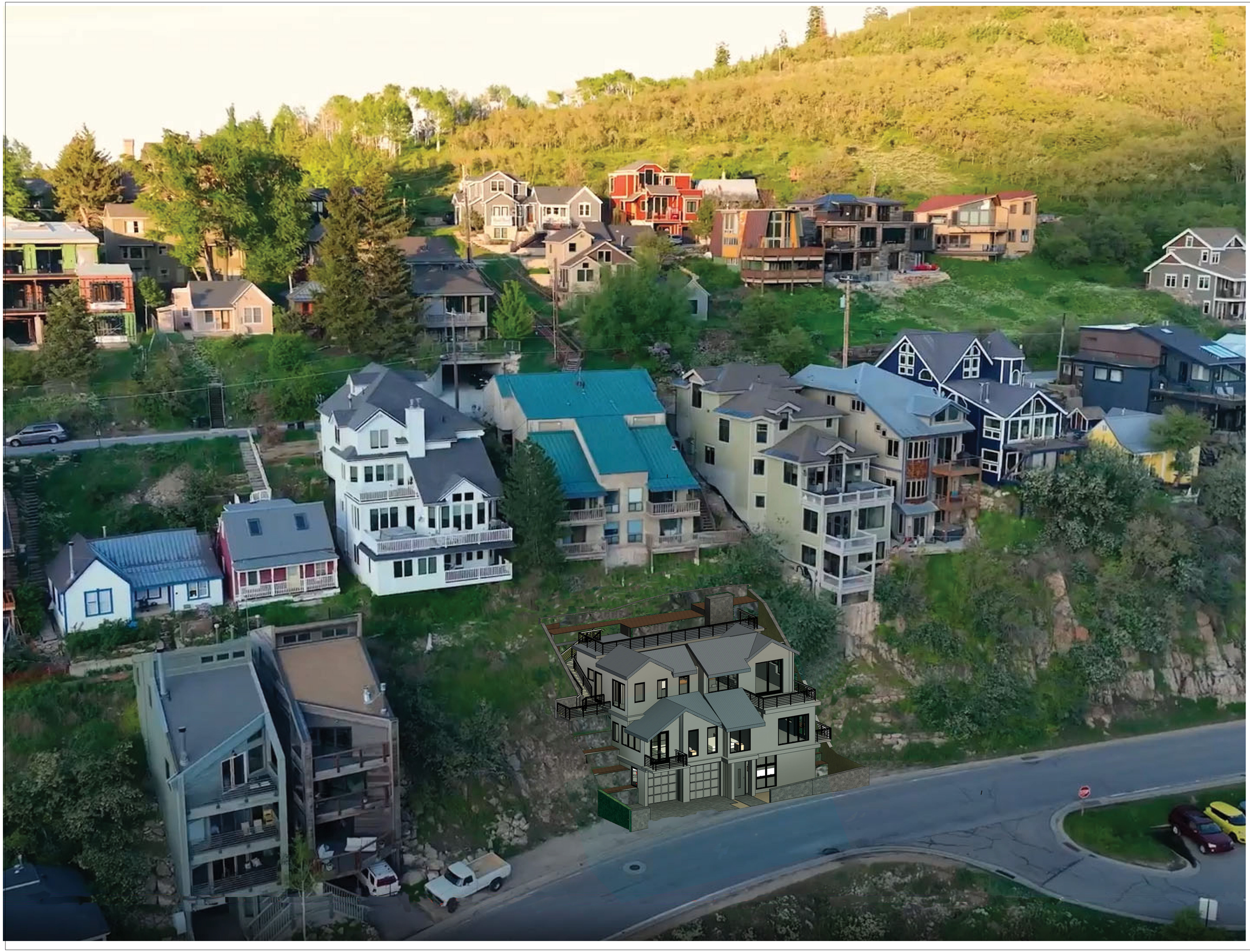
GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
	Planning Submission	11.08.2023
REV 1	Planning Re-Submission	04.08.2024
REV 2	Planning Re-Submission	10.16.2024
REV 4	Planning Re-Submission	01.06.2025
REV 5	Planning Re-Submission	04.25.2025
REV 5.1	Planning Re-Submission	06.02.2025
REV 5.4	Planning Re-Submission	07.10.2025
REV 5.5	Planning Re-Submission	07.30.2025

AERIAL RENDERINGS

Project number	
Date	07/30/2025
Drawn by	AG
Checked by	AG

G0.3



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
REV 5.1	Planning Re-Submission	06.02.2025
REV 5.4	Planning Re-Submission	07.10.2025
REV 5.5	Planning Re-Submission	07.30.2025

AERIAL RENDERINGS

Project number	
Date	07/30/2025
Drawn by	AG
Checked by	AG

G0.4



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOODWOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
REV 5.1	Planning Re-Submission	06.02.2025
REV 5.4	Planning Re-Submission	07.10.2025
REV 5.5	Planning Re-Submission	07.30.2025

AERIAL RENDERINGS

Project number	
Date	07/30/2025
Drawn by	AG
Checked by	AG

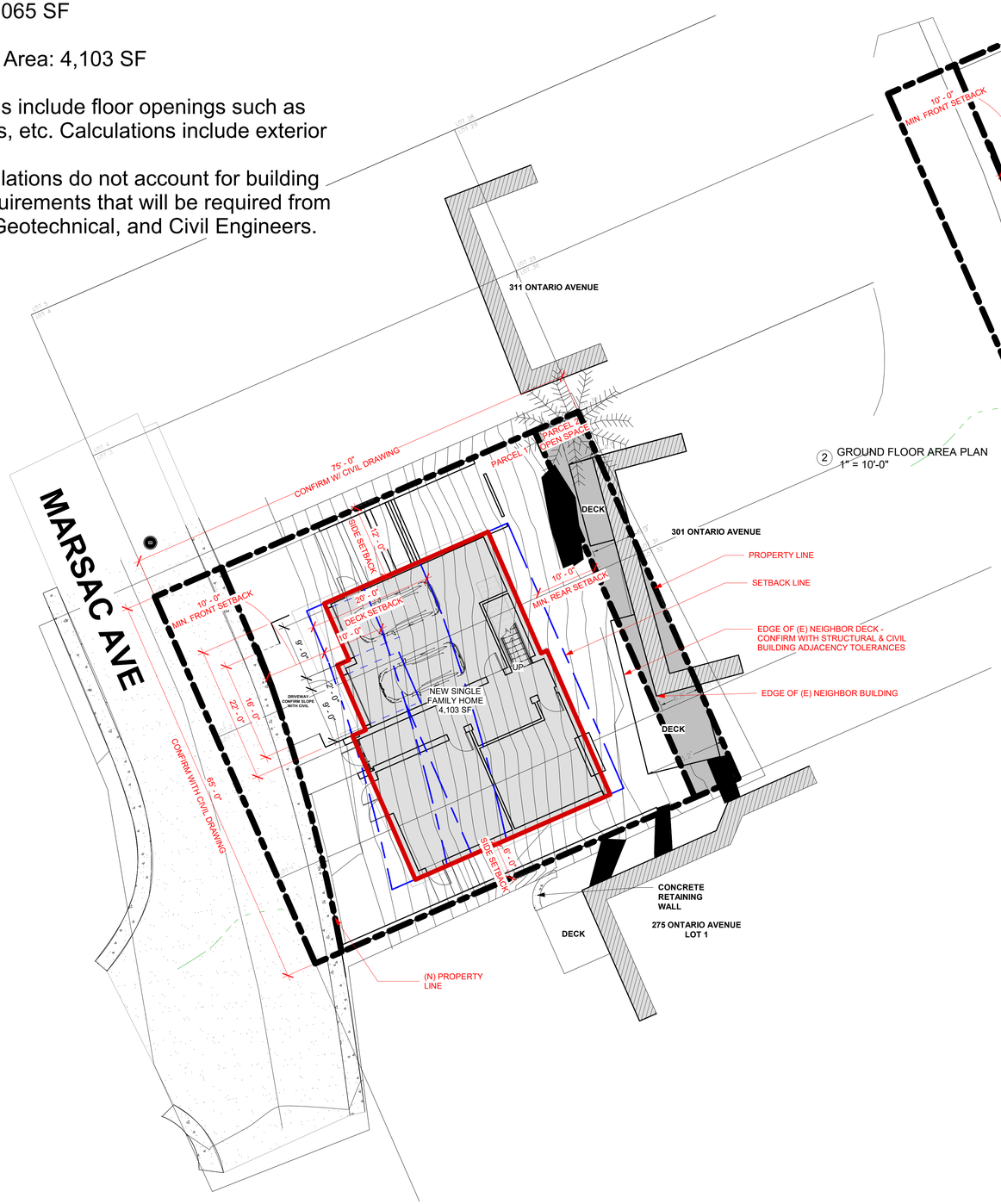
G0.5

Gross Area Calculations
GROUND LEVEL (including garage): 1,519 SF
LEVEL 1: 1,519 SF
LEVEL 2: 1,065 SF

Total Gross Area: 4,103 SF

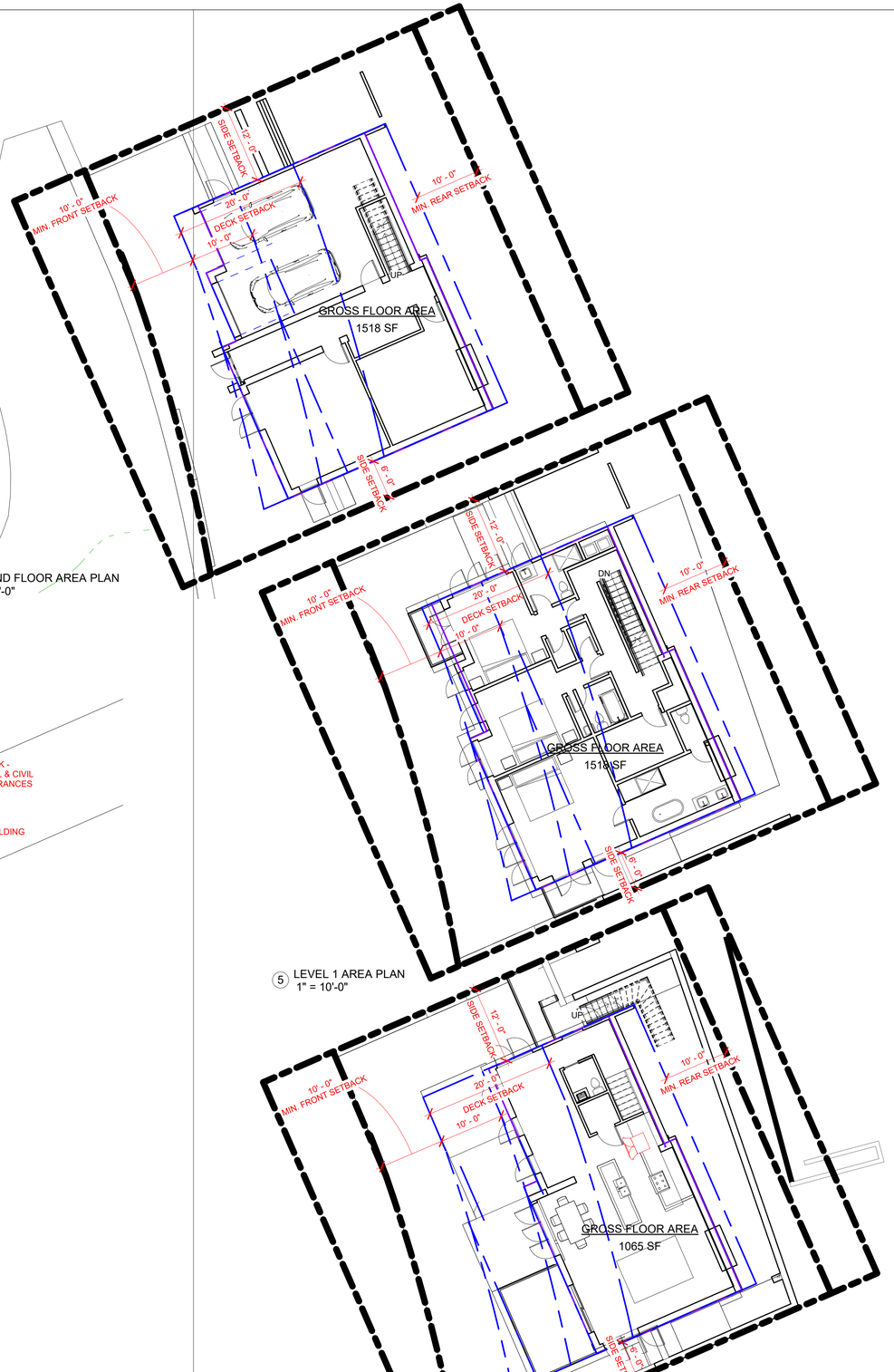
*Calculations include floor openings such as stairs, shafts, etc. Calculations include exterior walls.
*Note Calculations do not account for building setback requirements that will be required from Structural, Geotechnical, and Civil Engineers.

Building Footprint:
Maxiumum FP=1,519 SF



1 SITE PLAN
1" = 10'-0"

2 GROUND FLOOR AREA PLAN
1" = 10'-0"



5 LEVEL 1 AREA PLAN
1" = 10'-0"

6 LEVEL 2 AREA PLAN
1" = 10'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE
PARK CITY, UTAH 84060

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4351 W CANTERBURY RD, HURRICANE, UT 84737

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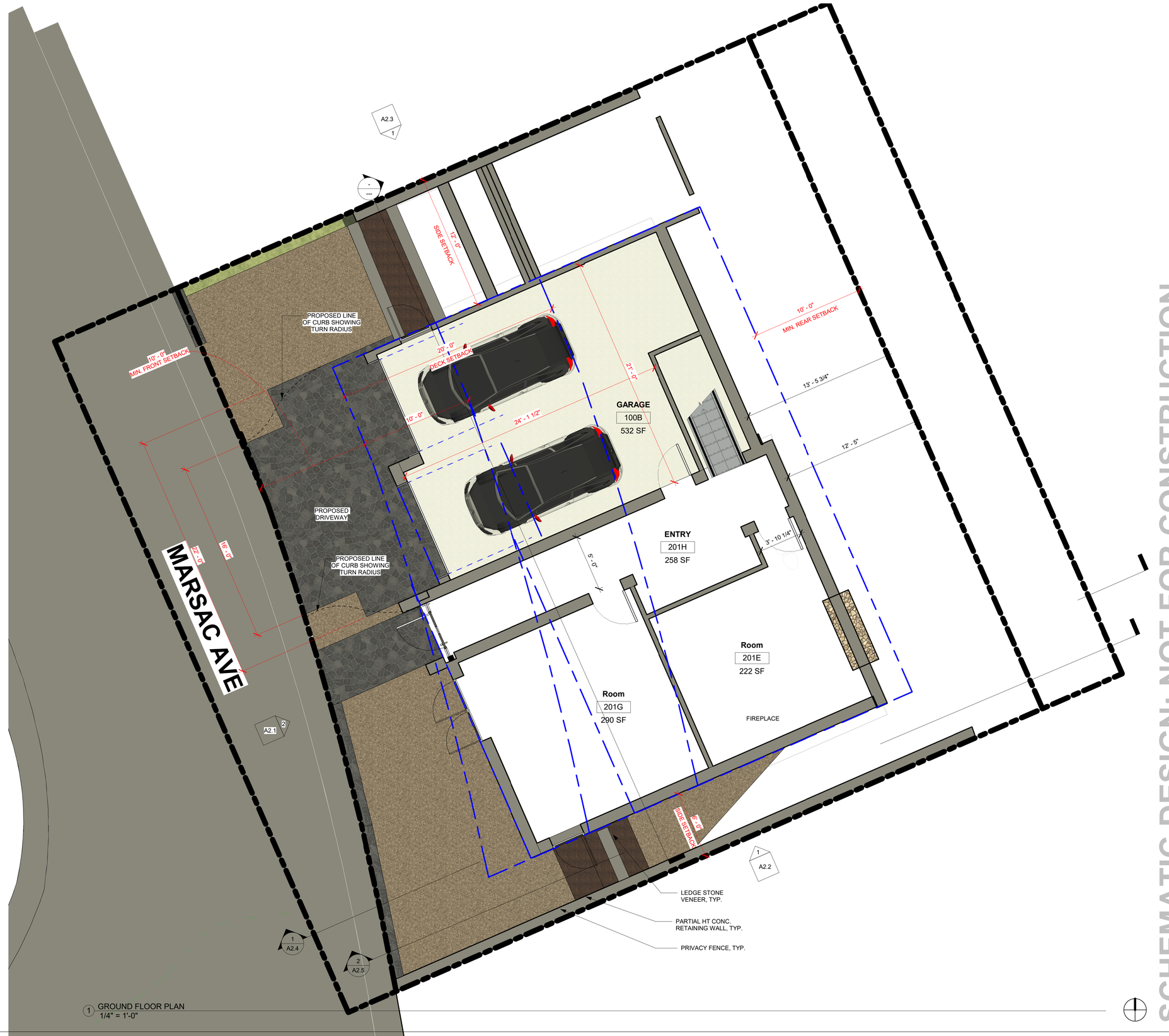
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

PROPOSED SITE PLAN

Project number	
Date	07/30/2025
Drawn by	AG
Checked by	AG

A1.0



1 GROUND FLOOR PLAN
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

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REV 5	Planning Re-Submission	04.25.2025
~~REV 5.3~~	~~Planning Re-Submission~~	~~06.30.2025~~
~~REV 5.4~~	~~Planning Re-Submission~~	~~07.07.2025~~
~~REV 5.5~~	~~Planning Re-Submission~~	~~07.30.2025~~
REV 5.5	Planning Re-Submission	08.01.2025

FLOOR PLAN - GROUND FLOOR

Project number	
Date	08/01/2025
Drawn by	MK
Checked by	AB

A1.1



1 FIRST FLOOR PLAN
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
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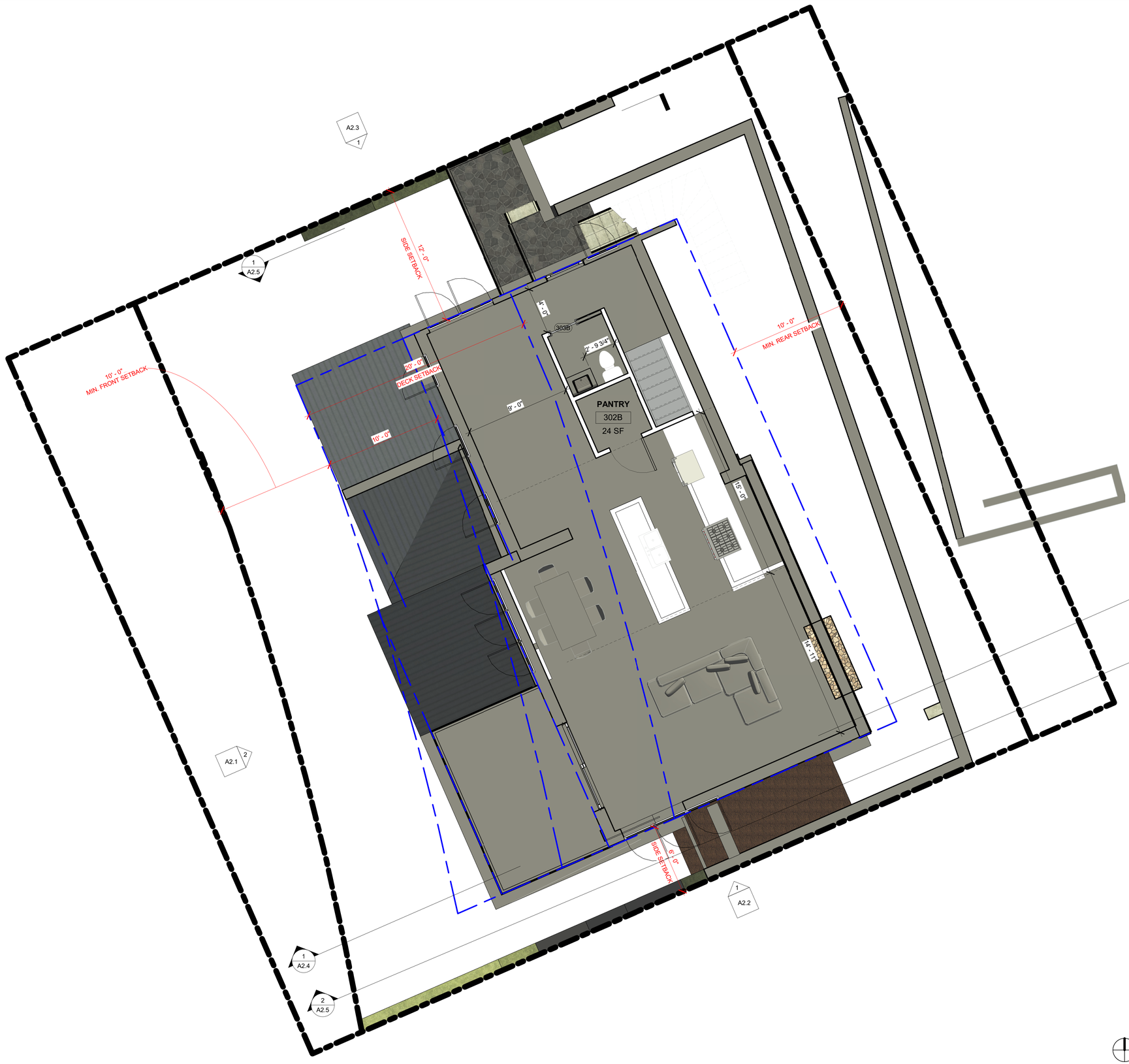
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

FLOOR PLAN - FIRST FLOOR

Project number	
Date	07/30/2025
Drawn by	MK
Checked by	AB

A1.2



1 SECOND FLOOR PLAN
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
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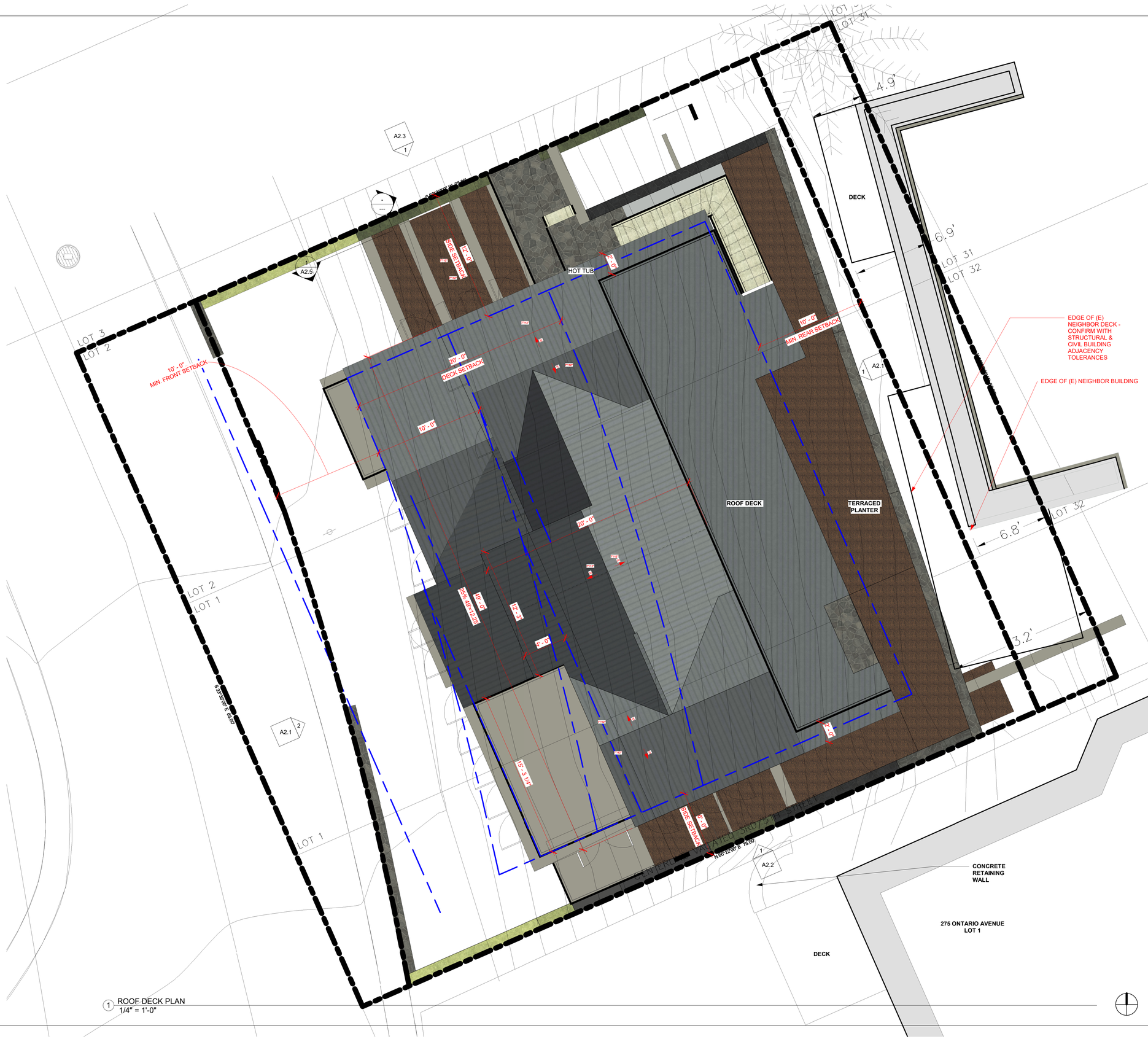
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

FLOOR PLAN - SECOND FLOOR

Project number	
Date	7/30/2025
Drawn by	MK
Checked by	AB

A1.3



1 ROOF DECK PLAN
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
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REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

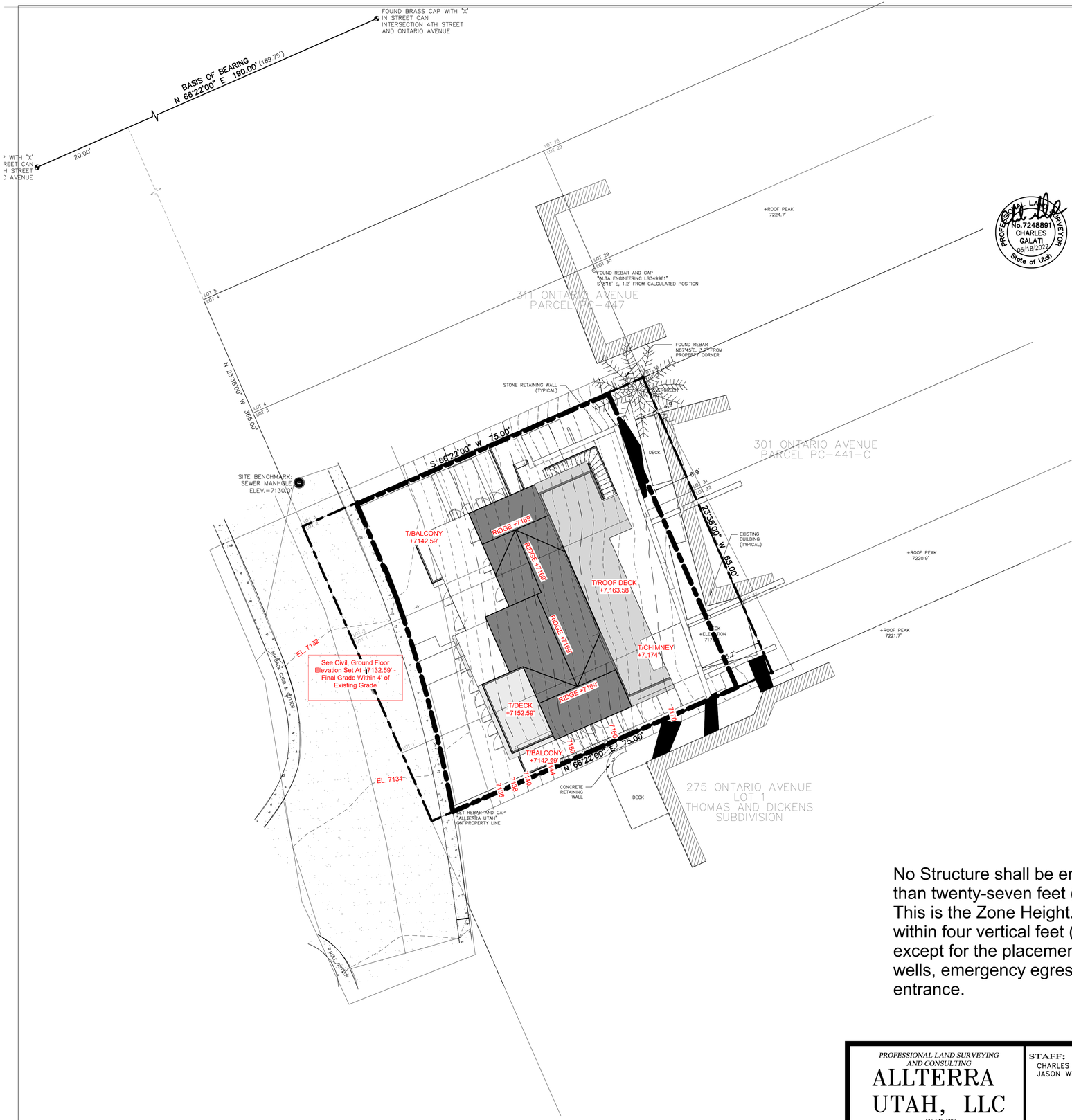
FLOOR PLAN - ROOF DECK

Project number	
Date	7/30/2024
Drawn by	MK
Checked by	AB

A1.4

LOTS 1 & 2, BLOCK 54
PARK CITY SURVEY

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
RECORD OF SURVEY
SUMMIT COUNTY, UTAH



PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
05.18.2022
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision a survey has been performed on the hereon described property and that to the best of my knowledge this plat is a correct representation of said survey.

LEGAL DESCRIPTION

LOTS 1 & 2, TOGETHER WITH THE NORTHERLY 1/2 OF THE VACATED STREET ADJOINING SAID LOT 1 ON THE SOUTH BLOCK 54, AMENDED PLAT OF THE PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE ANE OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

NARRATIVE/NOTES

1. Basis of Bearing for this survey is between the found street monuments as shown on this plat.
2. Field work for this survey was performed May 11, 2022 and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform a Boundary, Existing Conditions and Topography survey as part of the due diligence process in advance of the potential sale of the property.
4. A Title Report was not provided to the surveyor and no easements were located as part of this survey. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
5. County tax maps, recorded deeds, Amended Plat of Park City, Thomas and Dickens Subdivision plat Entry No. 475080, Records of Survey, Nos s-1871, s-2180, and s-6919 (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were all considered when determining the boundary as shown on this plat.
6. Site Benchmark: Sewer manhole, Elevation= 7130.0' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corner monuments were found and/or set as shown.

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance.

LEGEND

- ● Set 5/8" rebar w/cap "ALLTERRA UTAH" (Unless noted otherwise)
- ○ Found Monument (As-Noted)
- ⚽ Found Street Monument (As-Noted)

10' 0 10' 20'

PROFESSIONAL LAND SURVEYING AND CONSULTING
ALLTERRA UTAH, LLC
435-640-4200
463 SCENIC HEIGHTS ROAD, FRANCIS, UTAH 84036

STAFF: CHARLES GALATI, JASON WYNNE

DATE: 5/18/22

EXISTING CONDITIONS & TOPOGRAPHIC MAP
308 MARSAC AVENUE, PARK CITY, UTAH
PARCEL NO. PC-441

CLIENT: STEPHEN PROWS
PROJECT.: 22049
C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\22049-308 Marsac Ave\22049 JW.dwg

SHEET 1 OF 1

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

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REV 3	Planning Re-Submission	11.14.2024
REV 5	Planning Re-Submission	04.25.2025
REV 5.1	Planning Re-Submission	06.02.2025
REV 5.2	Planning Re-Submission	06.10.2025
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

ROOF OVER TOPO EXHIBIT

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A1.5



ST-1 STONE CLADDING



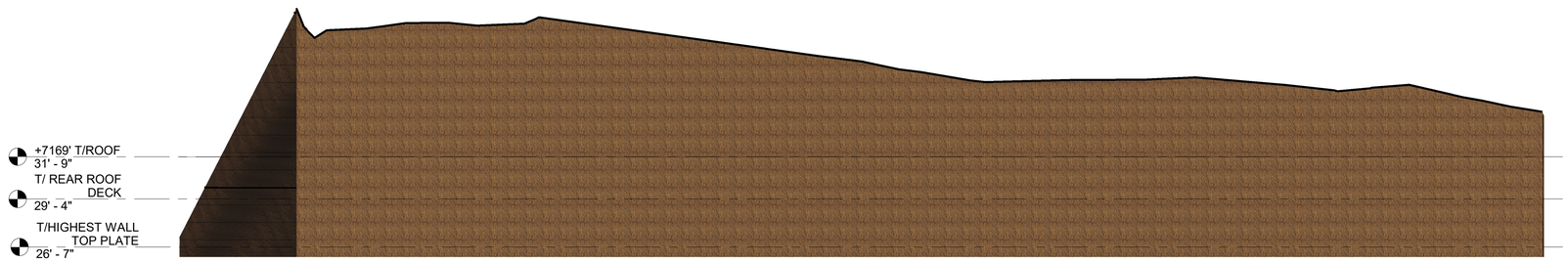
WD-1 PTD WOOD CLADDING - THERMORY OR SIMILAR



MTL-1 METAL FOR WINDOW FRAMES AND MISC. METALS



2 WEST
1/4" = 1'-0"



1 EAST
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

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REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

BUILDING ELEVATION - EAST & WEST

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A2.1



1 GROUND FLOOR PLAN
1/4" = 1'-0"

SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

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~~REV 5.4~~	~~Planning Re-Submission~~	~~07.07.2025~~
~~REV 5.5~~	~~Planning Re-Submission~~	~~07.30.2025~~
REV 5.5	Planning Re-Submission	08.01.2025

FLOOR PLAN - GROUND FLOOR

Project number	
Date	08/01/2025
Drawn by	MK
Checked by	AB

A1.1



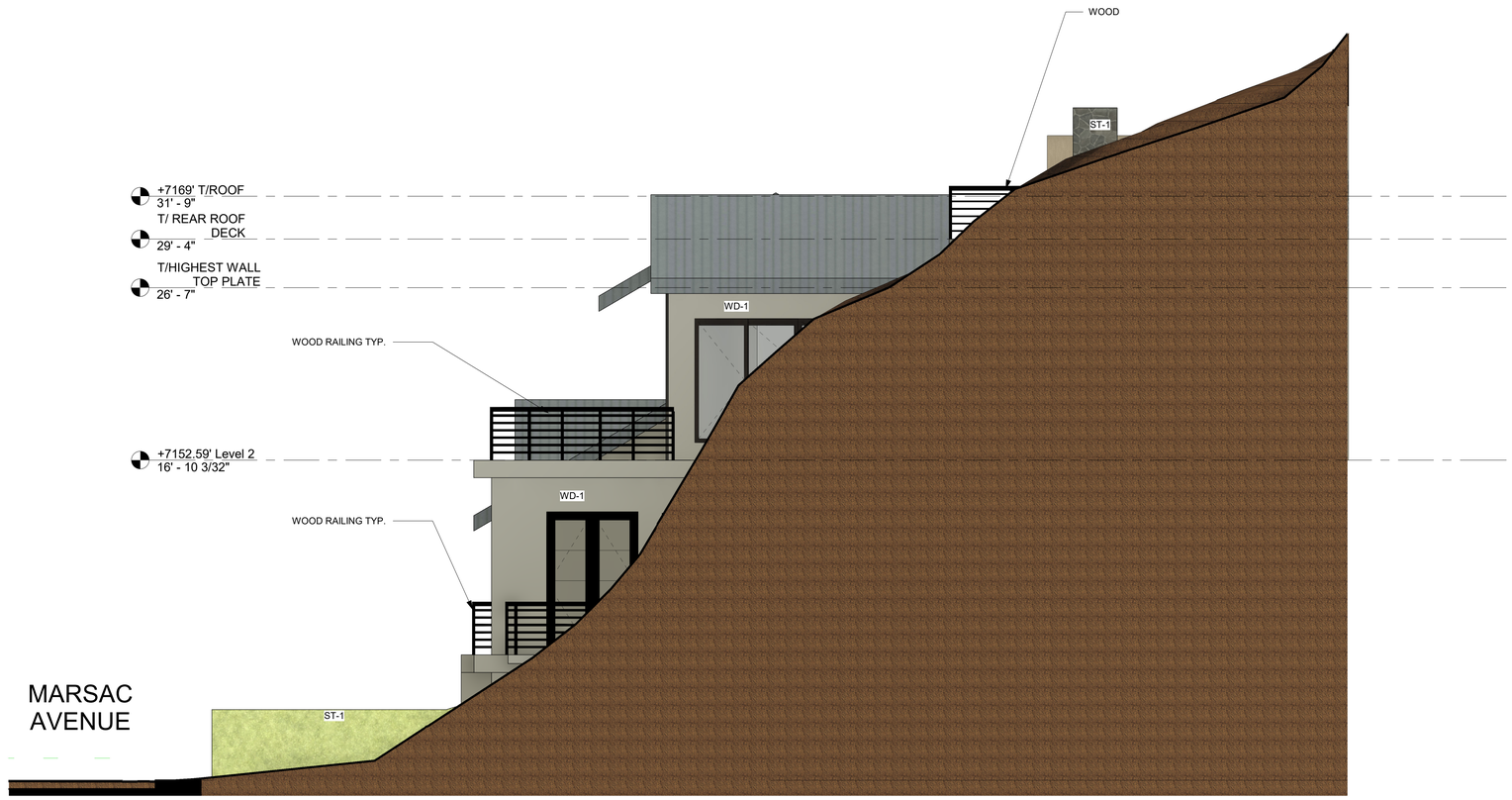
ST-1 STONE CLADDING



WD-1 PTD WOOD CLADDING - THERMORY OR SIMILAR



MTL-1 METAL FOR WINDOW FRAMES AND MISC. METALS



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

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4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
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REV 5	Planning Re-Submission	04.25.2025
~~REV 5.3~~	~~Planning Re-Submission~~	~~06.30.2025~~
~~REV 5.4~~	~~Planning Re-Submission~~	~~07.07.2025~~
REV 5.5	Planning Re-Submission	07.30.2025

BUILDING ELEVATION - SOUTH

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A2.2



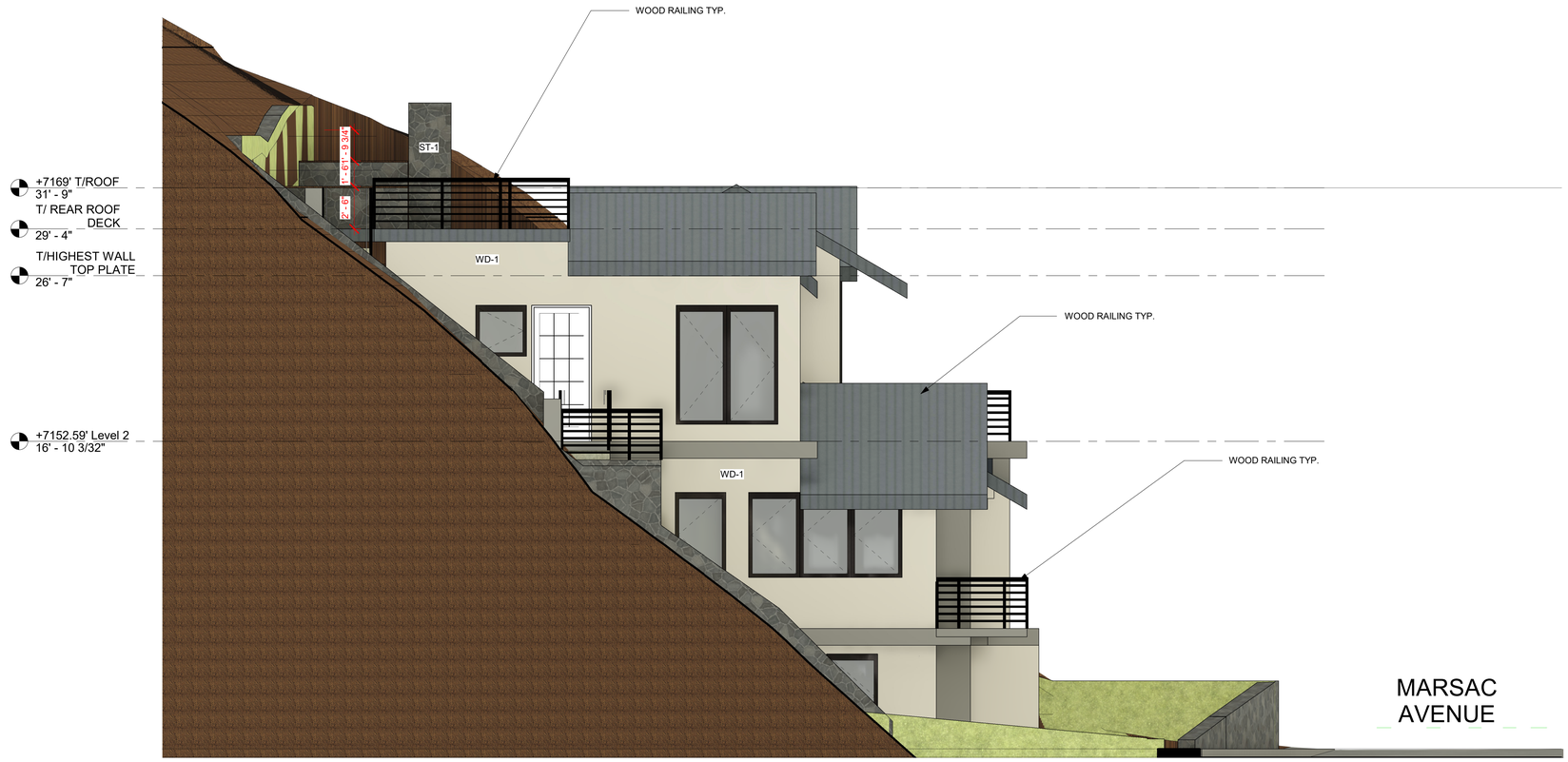
ST-1 STONE CLADDING



WD-1 PTD WOOD CLADDING - THERMORY OR SIMILAR



MTL-1 METAL FOR WINDOW FRAMES AND MISC. METALS



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

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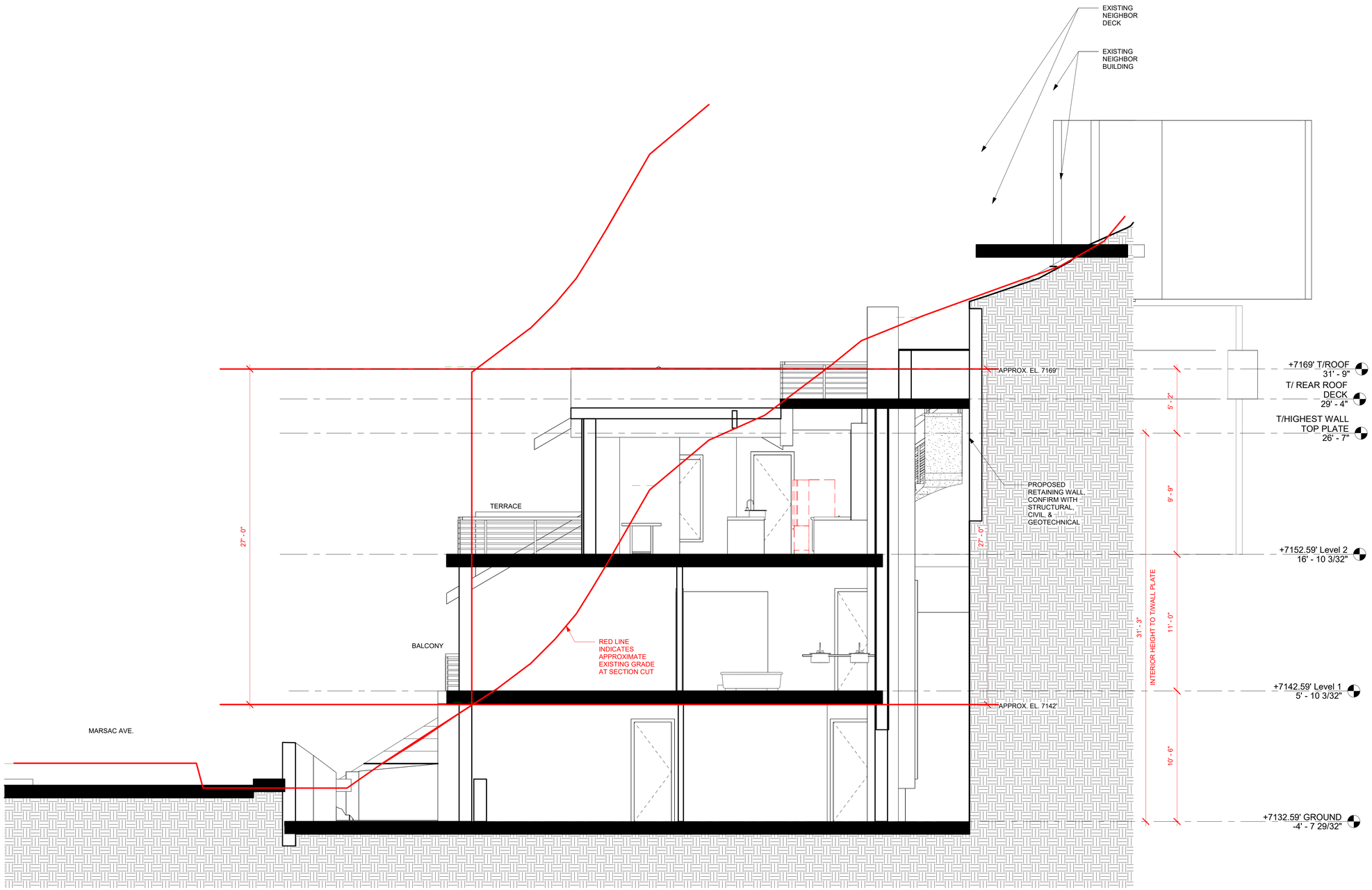
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

BUILDING ELEVATION - NORTH

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A2.3



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

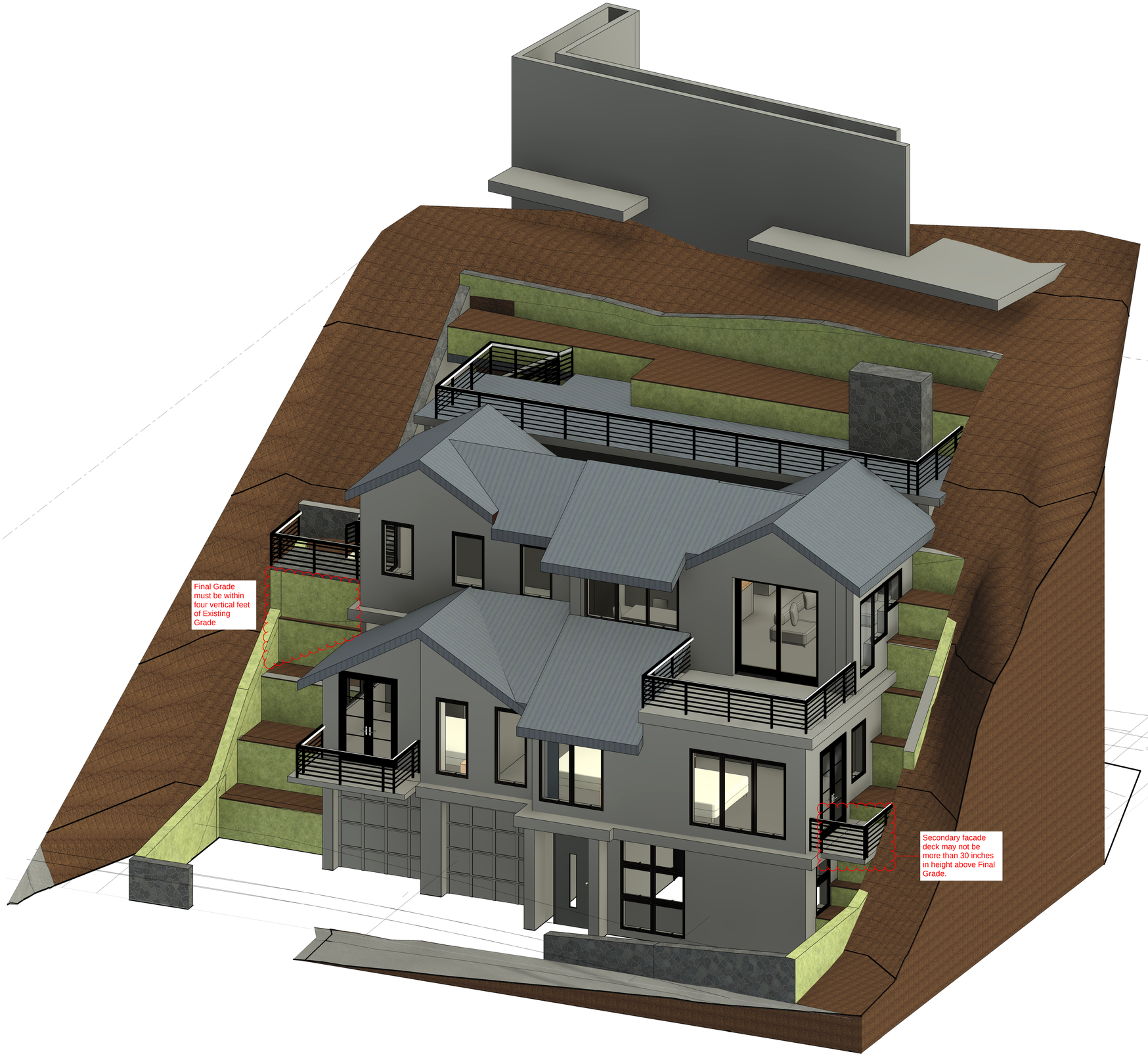
GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
	Planning Submission	11.08.2023
REV 1	Planning Re-Submission	04.08.2024
REV 2	Planning Re-Submission	10.16.2024
REV 5	Planning Re-Submission	04.25.2025
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

BUILDING SECTION

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A2.4



SCHEMATIC DESIGN: NOT FOR CONSTRUCTION

311 MARSAC AVE

PARK CITY, UTAH 84060

GREGORY WOOD, SILVER STREAM ADVISORS, LLC
4351 W CANTERBURY RD, HURRICANE, UT 84737

No.	Description	Date
	Planning Submission	11.08.2023
REV 1	Planning Re-Submission	04.08.2024
REV 2	Planning Re-Submission	10.16.2024
REV 5	Planning Re-Submission	04.25.2025
REV 5.3	Planning Re-Submission	06.30.2025
REV 5.4	Planning Re-Submission	07.07.2025
REV 5.5	Planning Re-Submission	07.30.2025

3D VIEW - EXTERIOR AERIAL

Project number	
Date	7/30/2025
Drawn by	AG
Checked by	AG

A5.0

SUMMIT GEOTECH

PRELIMINARY GEOTECHNICAL INVESTIGATION

PARK CITY DUPLEX

311 MARSAC AVENUE
PARK CITY, UTAH

PREPARED FOR:

SILVER STREAM ADVISORS, LLC
4351 WEST CANTERBURY ROAD
HURRICANE, UTAH 84737

ATTENTION: ANDRE BRILEY
EMAIL: ANDRE@DEVELOPBESPOKE.COM

PROJECT NO. 25021 **MAY 23, 2025**

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FIGURE

SITE PLAN . . . . . FIGURE 1

EXECUTIVE SUMMARY

1. The Park City Duplex is planned to be constructed at 311 Marsac Avenue in Park City, Utah. The building is planned to consist of a three-level structure. The building is planned to extend below the ground surface on the uphill (east) side of the property. Levels 0, 1, and 2 are planned to be constructed at elevations of 7,130, 7,140, and 7,150 feet, respectively.

   We have assumed that structural loads for the building will consist of wall loads less than 5 kips per lineal foot and column loads less than 80 kips.

2. It is difficult to access the property due to the steep slope and surrounding residences. A geologist from Summit Geotech visited the property on May 19, 2025. Several bedrock outcrops were observed in the face of the slope. Based on our experience in the area, bedrock has been encountered at shallow depths. We have assumed that the subsurface material will consist of quartzite bedrock.

   An engineer from Summit Geotech should observe the foundation excavation at the time of construction to determine whether the subsurface conditions encountered are similar to what has been assumed.

3. Based on previous experience in the area, there is a potential for subsurface water to flow through more permeable layers of the subsurface materials in a perched condition. A subsurface drain should be constructed around the below-grade portion of the building.

4. The proposed building may be supported on spread footings bearing on the undisturbed bedrock or structural fill extending down to the undisturbed bedrock.

   Footings bearing on the undisturbed bedrock may be designed using a net allowable bearing pressure of 5,000 pounds per square foot (psf). Footings bearing on compacted structural fill that extends down to the bedrock may be designed using a net allowable bearing pressure of 4,000 psf.

   If a footing would bear partially on bedrock and partially on compacted structural fill, at least 2 feet of structural fill should be provided below the footing or the footing extended down to bear entirely on the bedrock.

Executive Summary (continued)

5. Excavation in the bedrock will be difficult and likely require jack-hammering or other rock excavation methods.

6. With the steep slope on the property and nearby residences, we anticipate it will be necessary to construct shoring. Recommendations for shoring design and construction are presented in the report.

7. Geotechnical information related to foundations, subgrade preparation, and materials is included in the report.

SCOPE

This report presents the results of a geotechnical investigation for the Park City Duplex to be constructed at 311 Marsac Avenue in Park City, Utah. The report presents the conditions observed at the time of our site visit and provides preliminary recommendations.

Subsurface conditions have been assumed based on previous experience in the area and our observations during a visit to the site. The assumed subsurface conditions were used for our engineering analysis and to develop recommendations for the proposed building foundation. Summit Geotech should be requested to visit the site during construction to determine whether the observed subsurface conditions are similar to what has been assumed.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the assumed subsurface conditions. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

SITE CONDITIONS

A geologist from Summit Geotech visited the property on May 19, 2025. The property consists of two vacant residential building lots with a combined size of approximately 0.11 acres. There were no buildings on the property at the time of our site visit. The ground surface for most of the property slopes down to the west at approximately 1 to 1.4 horizontal to 1 vertical. An area along the west side of the property is relatively flat. Vegetation on the property consists of grass and oak brush.

Bedrock outcrops were observed in some areas on the face of the slope. The bedrock consists of quartzite and is hard to very hard, slightly moist, and light gray to light brown. The bedrock is very fractured. Fractures in the bedrock dip down at approximately 28 degrees to the northwest.

Marsac Avenue, an asphalt-paved road, extends along the west side of the property. There are residences to the north, south and east of the property. Residences consist of multi-story buildings.

ANTICIPATED SUBSURFACE CONDITIONS

Based on our observations at the site and previous experience in the area we have assumed the subsurface conditions at the property will consist of quartzite bedrock.

SUBSURFACE WATER

Based on our experience in the area, subsurface water may occur in a perched condition during the spring and early summer as snow melts.

PROPOSED CONSTRUCTION

The Park City Duplex is planned to be constructed at 311 Marsac Avenue in Park City, Utah. The building is planned to consist of a three-level structure. The building is planned to extend below the ground surface on the uphill (east) side of the property. Levels 0, 1, and 2 are planned to be

constructed at elevations of 7,130, 7,140, and 7,150 feet, respectively.

We have assumed that structural loads for the building will consist of wall loads less than 5 kips per lineal foot and column loads less than 80 kips.

If the proposed construction or building loads are significantly different from those described above, we should be notified so that we can reevaluate the recommendations given.

RECOMMENDATIONS

Assuming the subsurface conditions consist of quartzite bedrock and the proposed construction is as described above, the following recommendations are given:

A. Site Grading

Construction plans indicate a cut of up to 40 feet will be needed to accommodate the proposed construction.

1. Subgrade Preparation

   Prior to placing grading fill, the topsoil, unsuitable fill, organic material, and other deleterious materials should be removed.

   Care should be taken to not disturb the bedrock to remain below the proposed building, concrete flatwork, and other structures.

2. Temporary Excavation Slopes

Temporary unretained excavation slopes up to 40 feet in height in the undisturbed bedrcock may be constructed at ½ horizontal to 1 vertical or flatter. Flatter excavation slopes in bedrock may be needed, depending on weathering and orientation of fractures.

The excavator is responsible to provide safe working conditions around temporary excavation slopes.

3. Long-term Slopes

Long-term unretained slopes may be constructed at 2 horizontal to 1 vertical or flatter. Fill placed on slopes steeper than 5 horizontal to 1 vertical should be keyed into the slope with a key for every 4 feet of vertical rise. Prior to placement of fill, the subgrade should be prepared by removing the topsoil, unsuitable fill, debris, and other deleterious materials.

Slopes should be protected from erosion by revegetation, erosion control mats, or other methods.

4. Shoring

Based on the proposed construction, we anticipate it will be necessary to construct shoring. We anticipate shoring would likely consist of soil nails with a shotcrete face.

Shoring should be designed to retain the load of the soil and bedrock, along with any surcharge and other loading conditions located above and adjacent to the

excavation. The amount of lateral movement of the shoring and its potential impact on adjacent structures and utilities should be considered in the design.

Lateral loads used in design of the shoring should be increased due to sloping excavations above the top of the wall. This load will be dependent on the steepness of the slope and height of material above the wall.

Details and calculations of proposed shoring and excavation should be submitted to the geotechnical engineer for review prior to commencement of the excavation.

5. Excavation

We anticipate excavation in the bedrock can be accomplished using heavy-duty excavation equipment. Jack-hammering and other rock excavation methods will likely be needed. Additional difficulty should be expected in confined excavations, such as utility trenches.

6. Materials

Materials used as fill for the project are anticipated to consist of imported fill and bedrock. Recommendations for these materials are shown below.

a. Imported Fill

Listed below are materials recommended for imported structural fill.

(See table on following page)

Fill Location	Recommendation
Below Footings	Non-expansive granular soil Passing No. 200 Sieve <35% Liquid Limit < 30% Maximum size 3 inches
Below Floor Slabs (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve <5% Maximum size 2 inches
Below Floor Slabs (Deeper than 4 inches)	Non-expansive granular soil Passing No. 200 Sieve <50% Liquid Limit <30% Maximum size 3 inches

b. On-Site Materials

The broken down bedrock may be considered for use as structural fill below the proposed building if it meets the criteria presented above for imported structural fill. The bedrock may also be used as grading fill around the building and below proposed concrete flatwork.

Topsoil, oversize material, and other deleterious material should be removed from the materials described above that will be used as fill.

c. Moisture Conditioning

Depending on the moisture content of the soil and bedrock at the time of construction, the soil and bedrock may require wetting or drying prior to use as fill. Drying of the soil and bedrock may not be practical during cold or wet times of the year.

7. Compaction

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D 1557.

Fill Location	Compaction
Below Foundations	≥ 95%
Below Concrete Flatwork	≥ 90%
Foundation Wall Backfill	≥ 90%
Utility Trench Backfill (Outside building area)	≥ 90%
Landscaping	≥ 85%

To facilitate the compaction process, the fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Fill placed for the project should be frequently tested for compaction.

8. Drainage

The ground surface surrounding the proposed building should be sloped to drain away from the building in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

B. Foundations

1. Bearing Material

The proposed building may be supported on spread footings bearing on the undisturbed bedrock or structural fill extending down to the undisturbed bedrock.

If a footing would bear partially on bedrock and partially on compacted structural fill, at least 2 feet of structural fill should be provided below the footing or the footing extended down to bear entirely on the bedrock.

The topsoil, organics, debris, and other deleterious materials should be removed from below proposed foundations.

2. Bearing Pressure

Footings bearing on the undisturbed bedrock may be designed using a net allowable bearing pressure of 5,000 pounds per square foot.

Footings bearing on compacted structural fill that extends down to the undisturbed bedrock may be designed using a net allowable bearing pressure of 4,000 psf.

3. Temporary Loading Conditions

The allowable bearing pressure may be increased by one-half for temporary loading conditions such as wind or seismic loads.

4. Minimum Footing Width and Embedment

Footings should have a width of at least 1½ feet and a depth of embedment of at least 1 foot.

5. Settlement

We estimate total and differential settlement will be less than ½ inch for footings bearing on the compacted structural fill or bedrock as described above.

Care should be taken to not disturb the bedrock at the base of footing excavations so that settlement can be maintained within tolerable limits.

6. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 40 inches below grade for frost protection.

7. Foundation Base

The base of excavations should be cleared of loose or deleterious material prior to fill or concrete placement. Loose bedrock in the base of the excavation should be removed or be compacted.

8. Construction Observation

A geotechnical engineer from Summit Geotech should observe footing excavations for the building prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil, bedrock or on compacted structural fill extending down to the undisturbed natural soil or bedrock.

Unsuitable fill, topsoil, organics or other deleterious materials should be removed from below the proposed slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for footings is controlled by sliding resistance between the footing and the foundation soil or bedrock. A friction value of 0.45 may be used in design for ultimate lateral resistance for footings. The passive resistance of the soil adjacent footings may also be considered in design for lateral resistance of footings.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for the design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest

condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the wall.

Material Type	Active	At-Rest	Passive
Bedrock or Granular Fill	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 19 pcf for the active condition, increased by 4 pcf for the at-rest condition and decreased by 19 pcf for the passive condition. This assumes a horizontal ground acceleration of 0.31g which represents a 2 percent probability of exceedance in a 50-year period.

4. Safety Factors

The values recommended above assume mobilization of the soil to achieve ultimate soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismic Design Considerations

1. Building Code Parameters

Listed below are site-specific parameters that may be used with the 2021 International Building Code:

(See table on following page)

Description	Value
Site Class	C[1]
S_s - MCE_R ground motion (period=0.2s)	0.58g
S_1 - MCE_R ground motion (period=1.0s)	0.21g
F_a - Site amplification factor at 0.2s	1.27
F_v - Site amplification factor at 1.0s	1.5
PGA - MCE_G peak ground acceleration	0.26g
PGA_M - Site modified peak ground acceleration	0.31g

[1]Site Class C was selected based on the subsurface conditions encountered and our understanding of the geology in the area.

2. Faulting

No active faults are mapped as being located on the property. The nearest mapped active fault is the Salt Lake City segment of the Wasatch fault located approximately 16 miles west of the site (Utah Geological Survey, 2025).

3. Liquefaction

Based on our experience in the area and the subsurface conditions encountered, liquefaction is not a potential hazard at the site.

F. Water Soluble Sulfates

Based on published literature and previous experience in the area, the natural soil and bedrock possess negligible sulfate attack potential on concrete. No special cement type is required for concrete placed in contact with the natural soil and bedrock. Other conditions may dictate the type of cement to be used in concrete for the project.

G. Subsurface Drain

With the potential for perched water conditions to develop during the wet times of the year, we recommend that a subsurface drain be provided around the below-grade portion of the building, including crawlspace areas. The subsurface drain system should consist of at least the following items.

1. The subsurface drain system should consist of a perforated pipe installed in a gravel filled trench around the perimeter of the subgrade floor portion of the building. A geosynthetic drain could be used as an alternative. The drain should extend up the foundation walls high enough (to within approximately 3 feet of the ground surface) to intercept potential subsurface water.

2. At least 6 inches of free-draining gravel should be placed below the floor slab of the building. The gravel should connect the perimeter drainage pipe.

3. The flow line of the pipe should be placed at least 14 inches below the finished floor level and should slope to a sump or outlet where water can be removed by pumping or by gravity flow.

4. If placing the gravel and drain pipe requires excavation below the bearing level of the footing, the excavation for the drain pipe and gravel should have a slope no steeper than 1:1 (horizontal to vertical) so as not to disturb the soil below the building.

5. A filter fabric should be placed between the natural soil and the drain gravel. This will help reduce the potential for fine grained material filling in the void spaces of the gravel.

6. Consideration may be given to installing cleanouts to allow access into the perimeter drain should cleaning of the pipe be required in the future.

7. If requested, we could observe the subsurface drain construction.

H. Additional Services

It is important that Summit Geotech be involved during design and construction of the building. There are several items where we can provide value, help the design of the geotechnical aspects of the project be more efficient and help reduce the risk to the design team and the owner.

We recommend that at least the following additional services be provided:

1. Observe the foundation excavation for the building.
2. Review construction plans for the project to determine whether recommendations in this report have been incorporated into the design.
3. Observe fill placement and compaction during construction. This is especially important in the area of the proposed building and concrete flatwork, including the driveway.
4. Provide other testing and inspections that may be required by the building code or local jurisdiction.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from a visit to the site and our experience in the area. Variations in the subsurface conditions will not become evident until exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

SUMMIT GEOTECH



Scott D. Anderson, P.E.

Reviewed by Derek A. Wolfe, P.E.

REFERENCES

International Code Council 2020, 2021 International Building Code, Falls Church, Virginia.

Utah Geological Survey, 2025; Utah Quaternary Fault and Fold Database, https://geology.utah.gov/apps/hazards/ accessed May 23, 2025.

Planning Commission
Staff Report

Subject: **1127 Woodside Avenue**
Application: **PL-24-06317**
Author: **Meredith Covey, Planner I**
Date: **August 13, 2025**
Type of Item: **Administrative – Plat Amendment**

Recommendation

(I) Review the proposed 1127 Woodside Avenue Plat Amendment to remove a Plat Note establishing a 2,100-square-foot maximum Building Footprint, (II) conduct a public hearing, and (III) consider denying the Plat Amendment based on the Findings of Fact, and Conclusions of Law outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant:	Monique Sanders Representative: Megan Blosser, Alliance Engineering
Location:	1127 Woodside Avenue Landmark Historic Site
Zoning District:	Historic Residential – 1
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

HDDR	Historic District Design Review
HR-1	Historic Residential – 1
LMC	Land Management Code
SSCUP	Steep Slope Conditional Use Permit

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

Summary

1127 Woodside Avenue is a Landmark Historic Site on Park City's Historic Sites Inventory. It is an unusually large Lot for a residential Historic Site in Old Town because in 2013, the property owner at the time requested a Plat Amendment to combine nearly four Old Town 25-foot by 75-foot Lots to create a 7,501-square-foot Lot for the Landmark Historic Site.

[1] LMC § 15-7.1-2

1127 Woodside Avenue, Parcel No. 1127-WS-1, is in the Historic Residential – 1 (HR-1) Zoning District, fronting both Woodside and Norfolk Avenues:



Figure 1: Aerial view of 1127 Woodside Avenue with the HR-1 Zoning District shown in light blue.

The Existing Conditions Survey provided by the Applicant shows the Landmark Historic Structure and additions (Exhibit C – Existing Conditions Survey).

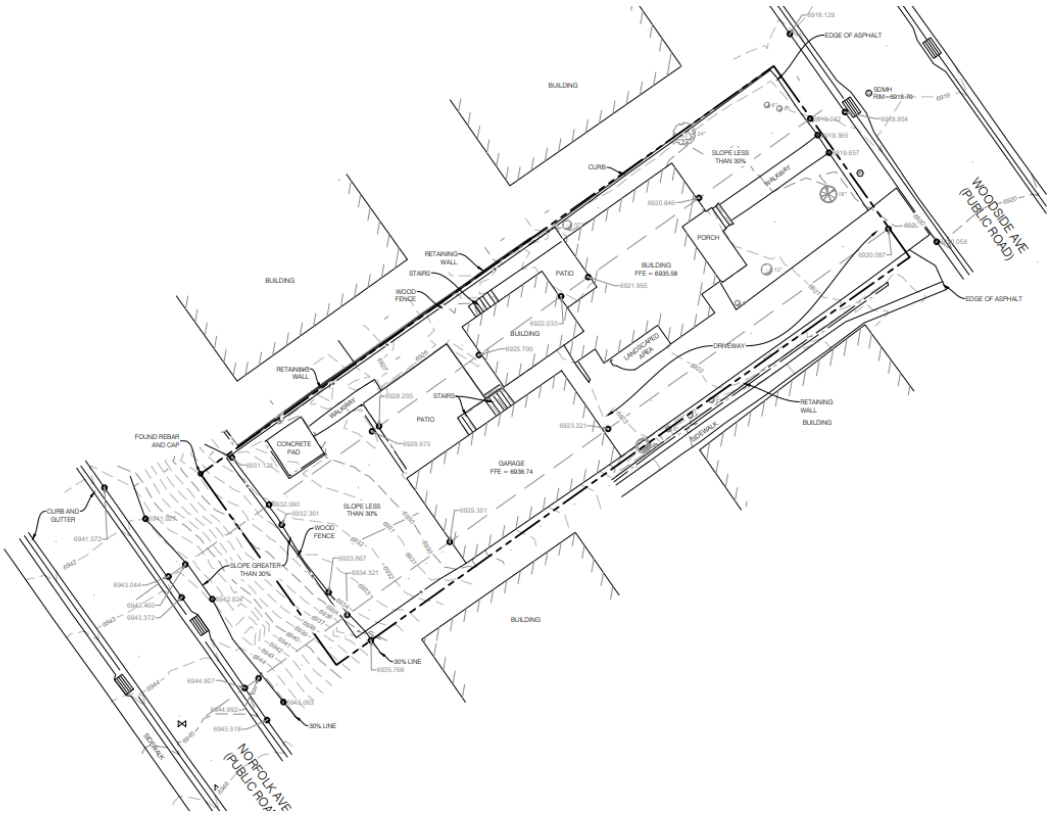

Figure 2: Existing conditions showing the existing Structures on the site



Image 1: 1127 Woodside Avenue viewed from Woodside Avenue. Image provided by Applicant.

The Landmark Historic Structure is located along Woodside Avenue and was constructed circa 1895. There is an existing garage and addition constructed behind the Landmark Historic Structure.

On September 18, 2006, the Historic Preservation Board issued a Determination of Significance (PL-06-00156) finding the garage on site behind the Historic Structure was not Historic and did not contribute to the Historic Integrity of the site (Exhibit J – 2006 Determination of Significance).

On October 13, 2013, the Property Owner received Final Action from Planning staff for a Historic District Design Review (PL-13-01821) to construct an addition behind the Landmark Historic Structure and a connector between the new addition and the existing garage (Exhibit M – Final Action Letter 2013 HDDR).



Image 2: The rear portion of the property viewed from Norfolk Avenue, provided by the Applicant.

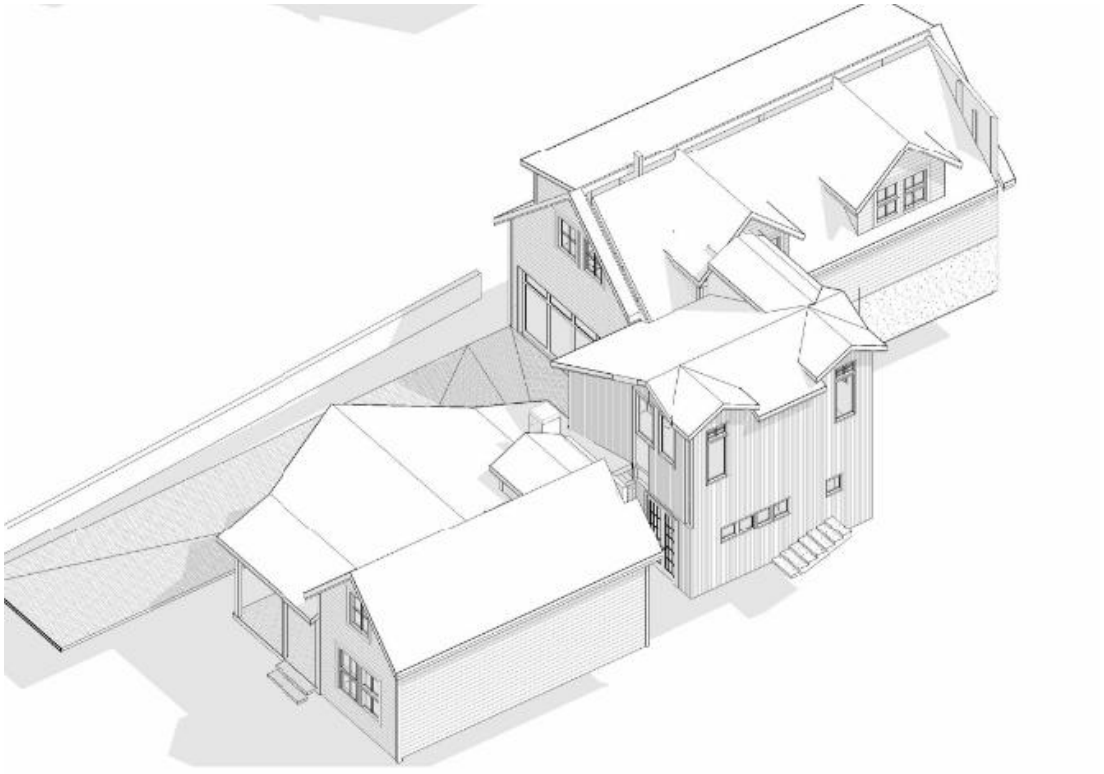

Figure 3: Existing rendering of the site, provided by the Applicant.



Image 3: The site as viewed from Norfolk Avenue, image from Google Street View.

On May 5, 2005, the City Council adopted Ordinance No. 05-25 for the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision to combine Lots 7, 8, 25, and 26 of the Snyder's Addition to the Park City Survey to create one Lot, 1127 Woodside Avenue. The plat was never recorded and expired on May 6, 2006.

When reviewing a Plat Amendment request in 2013 for 1127 Woodside Avenue to combine the four Old Town lots, the Planning Commission recommended adding Condition of Approval 7, limiting the total maximum Building Footprint for the Lot to 2,100 total square feet and the maximum Building Footprint of the Landmark Historic Structure to 1,200 square feet. The Planning Commission added this Condition of Approval to prevent future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition (Exhibit F – August 14, 2013, Planning Commission Minutes and Staff Report).

On September 5, 2013, the City Council adopted Ordinance No. 2013-31 approving the 1127 Woodside Avenue Subdivision Plat with Condition of Approval 7 recommended by the Planning Commission, amending it to read: "The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage" (Exhibit E – Ordinance No. 2013-31) (Staff Report, Minutes, pg. 17).

As a result, the recorded plat for 1127 Woodside Avenue includes Note 3 limiting the total maximum Building Footprint for the Lot to 2,100 square feet, with the maximum Building Footprint of the house being 1,200 square feet, and the connector being 30 square feet. The approved 1127 Woodside Avenue Plat was recorded with Summit County on January 27, 2014 (Entry No. 988494) (Exhibit B – Recorded Plat).

The Applicant proposes to amend Note 3 of the recorded 1127 Woodside Avenue Plat to increase the allowed maximum Building Footprint for the Lot by 361 square feet. The Applicant's proposed Amended Plat Note states: "The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage" (Attachment 1 – Proposed Plat).

The Applicant is requesting this Plat Amendment to construct an Accessory Apartment on the subject site. The Applicant has provided a site plan clarifying the different portions of the Structure on the site (Exhibit L – Applicant Submittal). The area highlighted on the image below in blue is the Landmark Historic Structure. The area highlighted in orange is the non-historic addition. The area highlighted in grey is the existing connector and the area highlighted in pink is the non-historic garage. The area highlighted in green at the rear of the property is the proposed Accessory Apartment, and the area highlighted in yellow is the proposed connector associated with the proposed Plat Amendment.

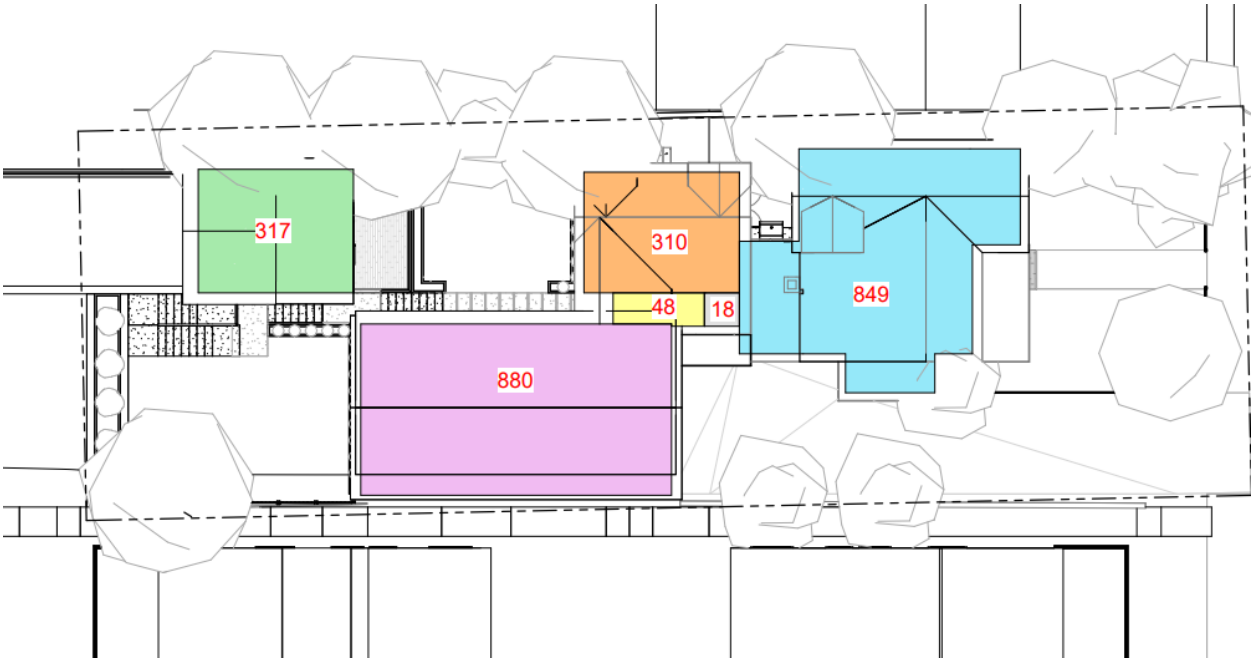

Figure 4: Color coded site plan, provided by the Applicant

On April 2, 2025, the Planning Commission continued this item to April 23, 2025 (Staff Report, Minutes). On April 23, 2025, the Planning Commission continued this item to a date uncertain (Minutes). On June 11, 2025, the Planning Commission held a work session with the Applicant and requested additional information, including information on the topography of the site and existing conditions (Staff Report, Minutes).

Analysis

(I) The proposed Plat Amendment is contrary to the Planning Commission recommendation for the 1127 Woodside Avenue Plat approved by the City Council in 2013.

In 2013, the Applicant proposed to combine Lots 7, 8, 25, and 26 of the Snyders Addition to Park City to create a 7,501-square-foot Lot to make improvements to the site. The Applicant was given the option to demolish the non-historic garage on the site and re-subdivide the Lot to create one or two Lots along Norfolk Avenue in addition to the Woodside Avenue Lot. It was noted that this would limit the Lot size of 1127 Woodside to that of two Old Town Lots measuring roughly 50 feet by 75 feet. The Staff Report expressed that “this would alleviate potential density on the site and distribute the density over multiple lots.”

At that time, Staff provided the following table analyzing the proposed Lot size in proximity to 1127 Woodside Avenue (Exhibit F - August 14, 2013, Planning Commission

Staff Report and Minutes). Staff noted that the proposed combination of four lots would be one of the larger plat amendments in the neighborhood.

Address	Year Built	Historical Significance	Lot Size (+/-)	Maximum Footprint (+/-)
1167 Woodside	1935-36	Landmark	13,125 SF (7 lots)	3,139 SF
1147 Woodside	1899	Significant	5,625 SF (3 lots)	2,050 SF
1152 Norfolk	Vacant	n/a	3,750 SF (2 lots)	1,519 SF
1127 Woodside	1904	Landmark	7,501 SF (4 lots)	2,461 SF
1102 Norfolk	1904	Landmark	3,750 SF (2 lots)	1,519 SF
1107 Woodside	1916	Significant	1,875 SF (1 lot)	844 SF
1103 Woodside	1905	Significant	1,875 SF (1 lot)	844 SF
1135- Woodside	1984	Non-Historic	7,501 SF (4 lots)	1,358.87 SF
1144 Woodside	2012	Non-Historic	3,920 SF (2 lots)	1,519 SF
1162 Woodside	1905	Landmark	2,813 SF (1.5 lots)	1,201 SF
1158 Woodside	1901	Significant	2,813 SF (1.5 lots)	1,201 SF
1141 Park	1905	Landmark	4,689 SF (2.5 lots)	1,801 SF
1136 Woodside	1984	Non-Historic	2,813 SF (1.5 lots)	1,201 SF
1129 Park	1895	Significant	5,625 (3 lots)	2,050 SF
1125 Park	1901	Landmark	4,689 SF (2.5 lots)	1,201 SF
1120 Woodside	1905	Significant	2,813 SF (1.5 lots)	1,201 SF
1110 Woodside	1928	Landmark	3,920 SF(2 lots)	1,519 SF
1100 Woodside	1928	Landmark	3,920 SF (2 lots)	1,519 SF
1135 Norfolk	1905	Significant	4,356 SF (2.3 lots)	1,705 SF
1121 Norfolk	1966	Non-Historic	3,920 SF (2 lots)	1,519 SF
1117 Norfolk	1967	Non-Historic	1,875 SF (1 lot)	844 SF
1113 Norfolk	Vacant	n/a	1,875 SF (1 lot)	844 SF
1105 Norfolk	2003	Non-Historic	1,875 SF (1 lot)	844 SF
1101 Norfolk	1900	Landmark	1,875 SF (1 lot)	844 SF

Table 1: Lot size analysis from August 14, 2013, Planning Commission staff report

To accommodate the Applicant's Plat Amendment request at that time, the Planning Commission added Condition of Approval 7, limiting the total maximum Building Footprint on the lot to 2,100 square feet and the maximum Building Footprint of the Historic Structure to 1,200 square feet. The Condition of Approval was added to prevent any future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition (Exhibit F – August 14, 2013, Planning Commission Minutes and Staff Report).

On September 5, 2013, the City Council adopted Ordinance No. 2013-31 approving the proposed plat with the amended Condition of Approval recommended by the Planning Commission (Exhibit E – Ordinance 2013-31) (Staff Report, Minutes).

Planning reviewed the above table to assess any changes from the 2013 conditions and outlined the current Lot Size and Maximum Building Footprint of the above addresses in

the table below:

Address	Lot Size	Maximum Building Footprint	Change Since 2013
1167 Woodside	13,125 SF	3,139 SF	No change
1147 Woodside	5,625 SF	2,050 SF	No Change
1152 Norfolk	3,750 SF	1,519 SF	No Change
1102 Norfolk	3,750 SF	1,519 SF	No Change
1107 Woodside	1,875 SF	844 SF	No Change
1103 Woodside	1,875 SF	844 SF	No Change
1135 Woodside	7,501 SF	1,358 SF	No Change
1144 Woodside	3,750 SF	1,519 SF	No Change
1162 Woodside	2,813 SF	1,201 SF	No Change
1158 Woodside	2,813 SF	1,201 SF	No Change
1141 Park	4,689 SF	1,801 SF	No Change
1136 Woodside	2,813 SF	1,201 SF	No Change
1129 Park Avenue	4,699 SF	1,804 SF	Change in Conditions (Building Footprint decreased by 246 SF)
1125 Park Avenue	2,875 SF	1,223 SF	Change in Conditions (Building Footprint increased by 22 SF)
1120 Woodside	2,813 SF	1,201 SF	No Change
1110 Woodside	3,920 SF	1,572 SF	No Change
1100 Woodside	3,920 SF	1,572 SF	No Change
1135 Norfolk	4,687.5 SF	1,800	Change in Conditions (Building Footprint increased by 95 SF when a Lot was created for the Significant Historic

			Site)
1121 Norfolk	3,920 SF	1,572 SF	No Change
1117 Norfolk	3,750 SF	1,519 SF	Lot was platted in 2002, there have been no change in physical conditions since 2013
1113 Norfolk	1,875 SF	844 SF	No Change
1105 Norfolk	1,875 SF	844 SF	No Change
1101 Norfolk	1,875 SF	844 SF	No Change

Table 2: Lot size analysis updated to reflect changes since 2014

The following Lots underwent a change between 2013 and 2025:

- 1135 Norfolk Avenue is within the 1135 Norfolk Avenue Plat Amendment (Entry No. 1134282). On August 1, 2019, City Council adopted Ordinance No. 2019-42 approving the plat amendment to create a 4,687.5-square-foot Lot. 1135 Norfolk Avenue is a Significant Historic Site pursuant to LMC § 15-11-10.
- 1125 and 1129 Park Avenue are Historic Sites and part of the Jupiter Moons Plat Amendment approved by City Council on May 13, 2021 (Ordinance No. 2021-23). The plat amendment created three Lots and resolved an encroachment by 1129 onto 1125 Park Avenue. The Building Footprint of 1125 Park Avenue decreased to 1,223 square feet because the property was subdivided into two lots – one facing Park Avenue and one facing Woodside Avenue. The 1129 Park Avenue allowable footprint was reduced to 1,804 square feet due to the creation of an additional Lot.
- On October 26, 2023, the City Council adopted Ordinance No. 2023-50 to establish a maximum lot size for the Historic Residential Districts. Pursuant to LMC § 15-2.2-4 Significant and Landmark Historic Sites that exceed maximum Lot Area are valid Non-Complying Structures.

There have been no changes in the properties referenced in the 2013 plat amendment Staff Report that resulted in a Lot Size or Building Footprint comparable to the proposal by the Applicant. The changes in Lot Size and Building Footprints noted above have resulted in Lot Sizes smaller than the proposed Lot Size at 1127 Woodside Avenue. The changes that have resulted in non-compliant Lot Sizes were approved prior to the establishment of a Maximum Lot Size in the Historic Residential Districts and are Non-Complying Structures pursuant to LMC Chapter 15-9. Pursuant to LMC § 15-9-6 no Non-Complying Structure may be altered or enlarged. Future development or plat amendments would be required to comply with current code standards.

The requested Plat Amendment would allow for the proposed Accessory Structure to be constructed at the rear of the property. The Accessory Structure would alter the relationship of the Historic Structure to the site as well as the proportion of open space.

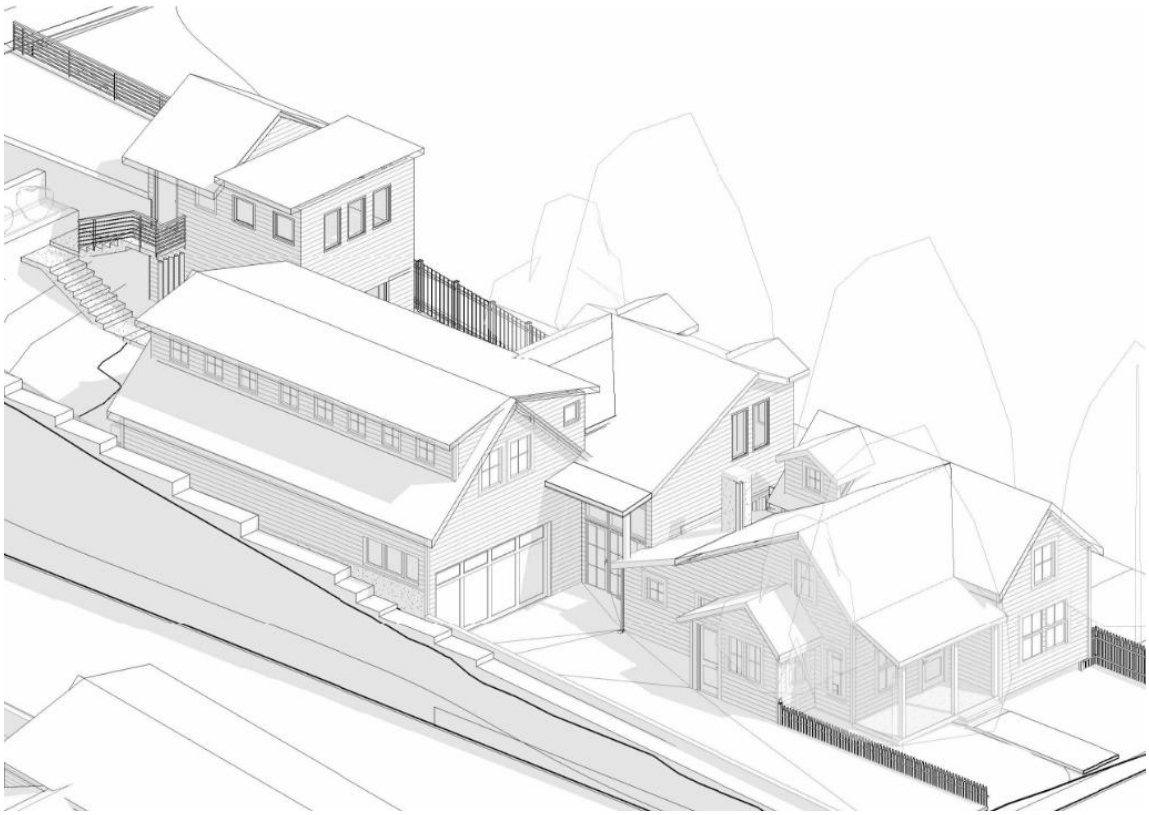

Figure 5: Rendering of the proposed Accessory Apartment, provided by the Applicant

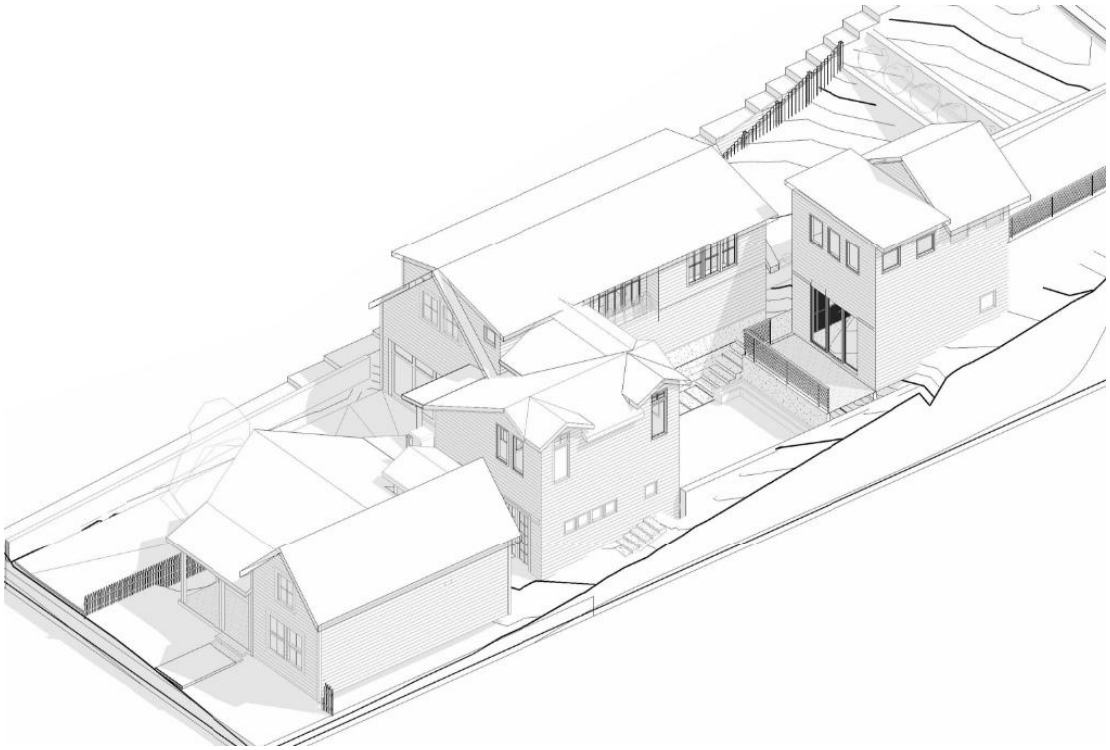

Figure 6: Rendering of the proposed Accessory Apartment, provided by the Applicant

The proposed Accessory Apartment would be visible from the Primary Public Right-of-Way (Norfolk Avenue) and impact the Historic Character of the streetscape. The Accessory Structure will not be visually subordinate to the Landmark Historic Structure as required by LMC § 15-13-2(B)(9)(g). The proposed Accessory Structure is contradictory to the 2013 Planning Commission decision that specifically detailed concerns that the Historic Structure would be engulfed by a non-historic addition as a reason for the restrictive Building Footprint plat note.

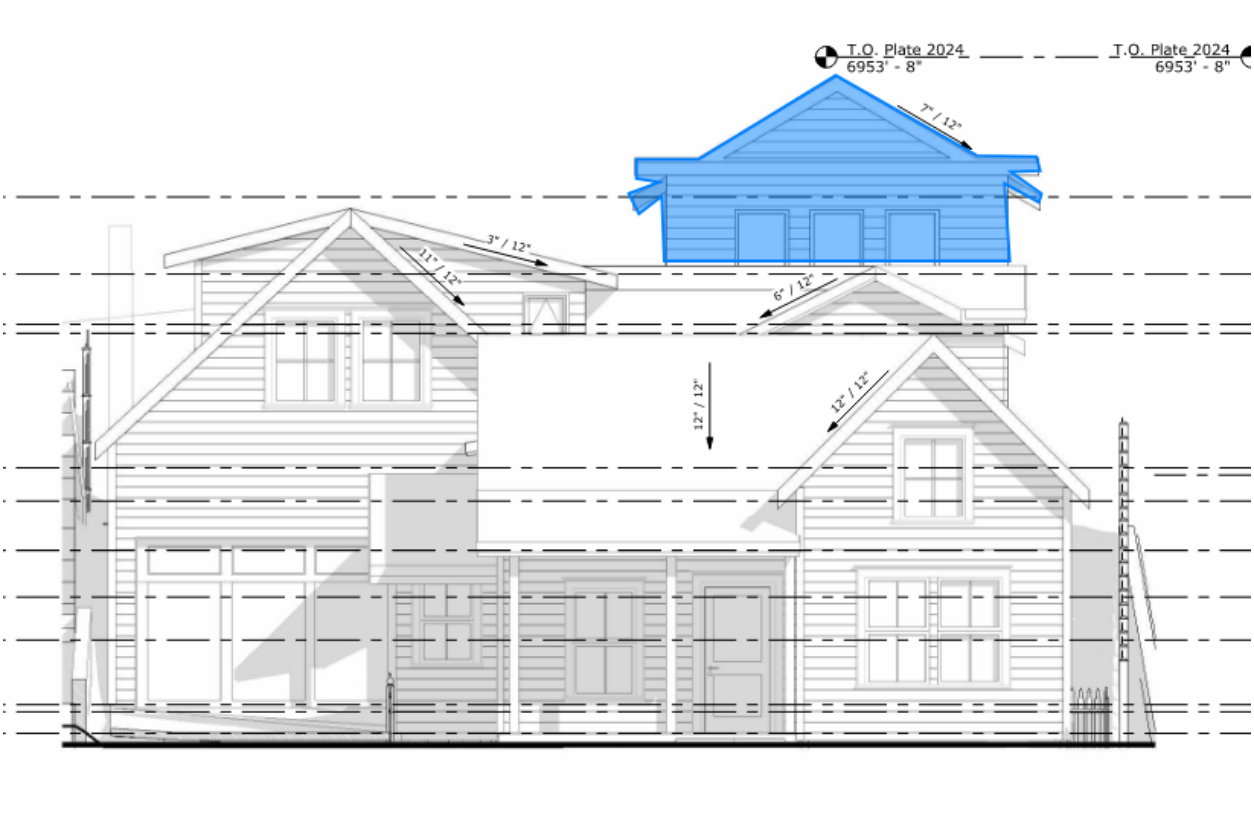

Figure 7: Elevations of the proposed Accessory Building (highlighted in blue), when viewed from Norfolk Avenue, provided by the Applicant

(II) The proposed 1127 Woodside Avenue Plat Amendment does not comply with the recent maximum Lot Area updates to LMC Chapter 15-2.2 *Historic Residential – 1 Zoning District*.

Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. The General Plan states "[w]hile the uses within [the Historic Districts] may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929)." Community Planning Strategy 15.12 recommends examination of lot sizes in Old Town to determine if a maximum lot size would provide more compatible mass and scale for new structures as well as

additions to existing structures.[2]

Upon recommendation from the Historic Preservation Board and Planning Commission, on October 26, 2023, the City Council adopted Ordinance No. 2023-50 to establish a maximum lot size for the Historic Residential Districts, now codified in LMC § 15-2.2-3 and outlined in the table below:

HR-1 Requirement	Analysis of Proposal
Lot Size: The minimum Lot Area is 1,875 square feet for a Single-Family Dwelling and the maximum Lot Area is 3,750 square feet.	The current Lot size of 7,501 square feet is 3,751 square feet larger than the maximum Lot Area for the Zoning District. Pursuant to LMC § 15-2.2-4 Significant and Landmark Historic Sites that exceed maximum Lot Area are valid Non-Complying Structures. 1127 Woodside Avenue is a Landmark Historic Structure pursuant to LMC § 15-11-10 and is a valid Non-Complying Structure. The maximum Lot Area of 3,750 square feet as required by LMC § 15-2.2-3 sets forth a maximum Building Footprint of 1,518 square feet. The proposed Plat Amendment would allow for a Building Footprint of 2,461 square feet which is 943 square feet larger than the HR-1 Zoning District maximum Lot size Building Footprint.

The proposed amendment to the Footprint limitation is inconsistent with LMC § 15-9-6(a).

(III) Good Cause does not exist for the Plat Amendment because (a) no change in circumstances has occurred to alter the Planning Commission's and City Council's finding of Good Cause from the 2013 Plat Amendment, (b) the proposed Accessory Apartment engulfs the historic home as viewed from the rights of ways and impacts Very Steep Slopes and would require a Steep Slope Conditional Use Permit, (c) the proposal impacts Significant Vegetation, and (d) the Land Management Code already prohibits Nightly Rental of Accessory Apartments.

(a) No change in circumstances has occurred to alter the Planning Commission's and City Council's finding of Good Cause from the 2013 Plat Amendment.

[2] General Plan Volume 1, Historic Character

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

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

On September 5, 2013, the City Council reviewed and approved the 1127 Woodside Avenue Subdivision. The Staff Report for the City Council meeting outlined Good Cause for the Plat Amendment as:

> "Planning Staff believes there is good cause for the application. Combining the Lots will allow the property owner to move forward with site improvements, which include a possible addition to the historic structure. The plat amendment is necessary in order for the applicants to utilize future plans, and if left un-platted, the property remains as is. Moreover, the plat amendment will resolve the issue of the two (2) existing structures straddling interior lot lines. Moreover, the plat amendment will utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community. Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code (LMC) and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. In approving the plat, the City will gain two (2) ten foot (10') snow storage easements along Woodside and Norfolk Avenues as well as resolve the existing building encroachments over interior lot lines. As discussed previously, this plat amendment reduces the density because the garage could be torn down and the size of the new house or accessory structure would be limited on the lot. At this time, however, the applicant would like to introduce a small addition of 350 square feet footprint and return the site to single family use. The applicant cannot move forward with this addition until the plat amendment has been recorded."

The Applicant provided a statement of Good Cause on May 23, 2025 (Exhibit G – Applicant Statement of Good Cause for 1127 Woodside Plat Amendment) detailing:

> "This property was originally comprised of four Old Town lots, which would support a total allowable footprint of 2,461 square feet under the HR-1 zoning formula. There is Good Cause for the First Amended 1127 Woodside Subdivision because it would allow the construction of an accessory dwelling unit that provides additional housing opportunities in an area that is suffering from a housing shortage. The Applicant is even open to a deed restriction precluding nightly rental of the accessory dwelling unit to ensure year-round housing in this location. Any potential visual impacts have been mitigated by careful design to ensure compatibility with the neighborhood. The proposed accessory structure will be compatible with the neighborhood and consistent with surrounding architecture in both design and scale. It will not appear out of place or visually intrusive. In fact, the accessory dwelling unit's roof peak will sit lower than those

of the adjacent condominium buildings on either side of the property. The requested plat amendment represents a modest and appropriate adjustment that brings the recorded plat into alignment with the development standards of the HR-1 zone. It is consistent with the historic preservation goals of the City, achieves the intent of the 2013 condition in a more precise and fact-based manner, and offers clear public and neighborhood benefits. The applicant has demonstrated Good Cause as required by law."

The proposed Plat Amendment would increase the maximum allowed Building Footprint, contrary to the finding of Good Cause from the approval in 2013. No change in circumstances has occurred to negate the finding of Good Cause from the 2013 approval. As shown in Figure 7 above, the proposal introduces new construction at a higher plane which overshadows the existing historic elevations and removes existing vegetation buffering the rear of the property.

(b) The proposed Accessory Apartment impacts Very Steep Slopes and would require a Steep Slope Conditional Use Permit.

Consistent with applicable LMC and General Plan provisions, existing construction was approved in accordance with the historic residential pattern of Woodside and on the least sensitive parts of the Landmark Historic Site. The proposed amendment would unnecessarily roll back those successful planning outcomes by allowing driveway and structural improvements on Steep Slopes. This is exactly the scenario the 2013 Ordinance was mutually agreed to in order to avoid such a result.

LMC § 15-15 defines Steep Slopes as a Slope over 15% and Very Steep Slopes as a Slope greater than 40%.

The Applicant has provided the below topographic information for the site, with Slopes between 15% and 30% colored yellow. Slopes between 30% and 40% in orange, and Slopes between 40% and 100% shown in red.



Figure 8: Color coded topographic analysis, provided by Applicant

Pursuant to LMC § 15-2.2-6 a Steep Slope Conditional Use Permit (SSCUP) is required when an Access Driveway is located on or over an existing Slope of 30% or greater, and for any disturbance that creates a change from Existing Grade or elevation greater than four feet, cuts into the Steep Slope, or requires retaining walls.

The proposed Accessory Apartment would include a driveway over an existing Slope 30% or greater and involve cutting into the Steep Slope more than four feet as well as retaining walls. The proposed Accessory Apartment would require a SSCUP.

(c) The proposal impacts Significant Vegetation.

LMC § 15-15 defines Significant Vegetation as trees six inches in diameter or greater measured four and one half feet above the ground. There is Significant Vegetation located at the rear of the property that would be impacted with the construction of an Accessory Apartment.



Image 4: Significant vegetation at the rear of the property, image from Google Street View.

(d) The Land Management Code already prohibits Nightly Rental of Accessory Apartments.

LMC § 15-4-7 outlines the requirements for Accessory Apartments. A Deed Restriction is required to be recorded against properties with Accessory Apartments that outlines that the rental term for the Apartment must be no less than 90 days. This requirement is already established in the LMC and does not contribute to the Applicant's statement of Good Cause.

(III) The Development Review Committee reviewed this proposal on January 21, 2025, and does not require any Conditions of Approval.[3]

Department Review

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

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 30, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The *Park Record* published notice on July 30,

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

2025.[4]

Public Input

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

Alternatives

The Planning Commission may:

- Deny the 1127 Woodside Avenue Plat Amendment based on the draft Final Action Letter;
- Approve the 1127 Woodside Avenue Plat Amendment and direct staff to make Findings for the approval; or
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Proposed Plat
B: Recorded Plat
C: Existing Conditions Survey
D: Historic Site Form
E: Ordinance No. 2013-31
F: August 14, 2013, Planning Commission Staff Report and Minutes
G: Applicant's Statement of Good Cause
H: Proposed Plans
I: Site Topography
J: 2006 Determination of Significance
K: Applicant Photo Submittal
L: Applicant Submittal
M: 1127 Woodside HDDR Final Action Letter 2013

[4] LMC § 15-1-21

Planning Department

August 13, 2025

Monique Sanders
CC: Megan Blosser, Alliance Engineering

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	1127 Woodside Avenue A Landmark Historic Site
Zoning District:	Historic Residential - 1
Application:	Plat Amendment
Project Number:	PL-24-06317
Action:	DENIED
Date of Final Action:	August 13, 2025
Project Summary:	The Applicant proposes to amend Plat Note 3 of the 1127 Woodside Avenue Subdivision that establishes a total Maximum Building Footprint of 2,100 Square Feet.

Action Taken

On August 13, 2025, the Planning Commission conducted a public hearing and denied the 1127 Woodside Avenue Plat Amendment according to the following Findings of Fact, and Conclusions of Law:

Findings of Fact

1. 1127 Woodside Avenue is a Landmark Historic Site on Park City's Historic Sites Inventory.
2. It is an unusually large Lot for a residential Historic Site in Old Town because in 2013, the property owner at the time requested a Plat Amendment to combine nearly four Old Town 25-foot by 75-foot Lots to create a 7,501-square-foot Lot for the Landmark Historic Site.
3. The Lot fronts both Woodside and Norfolk Avenue.
4. The Landmark Historic Structure is located along Woodside Avenue and was constructed circa 1895. There is an existing garage and addition constructed behind the Landmark Historic Structure.
5. On September 18, 2006, the Historic Preservation Board issued a Determination of

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Significance (PL-06-00156) determining that the garage on site behind the Historic Structure was not Historic and did not contribute to the Historic Integrity of the site.

6. On October 13, 2013, the Property Owner received Final Action for a Historic District Design Review (PL-13-01821) to construct an addition behind the Landmark Historic Structure and to construct a connector between the new addition and the existing garage.
7. On May 5, 2005, the City Council adopted Ordinance No. 05-2025 for the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision to combine Lots, 7, 8, 25, and 26 to create one Lot of record, 1127 Woodside Avenue. The plat was never recorded and expired on May 6, 2006.
8. In February of 2013, the Applicant applied for a Plat Amendment at 1127 Woodside Avenue.
9. When reviewing a Plat Amendment request in 2013 for 1127 Woodside Avenue to combine the four Old Town lots, the Planning Commission recommended adding Condition of Approval 7, limiting the total maximum Building Footprint for the Lot to 2,100 total square feet and the maximum Building Footprint of the Landmark Historic Structure to 1,200 square feet. The Planning Commission added this Condition of Approval to prevent future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition
10. On September 5, 2013, the City Council adopted Ordinance No. 2013-31 approving the 1127 Woodside Avenue Subdivision Plat with Condition of Approval 7 recommended by the Planning Commission, amending it to read: “The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.”
11. As a result, the recorded plat for 1127 Woodside Avenue includes Note 3 limiting the total maximum Building Footprint for the Lot to 2,100 square feet, with the maximum Building Footprint of the house 1,200 square feet, and the connector 30 square feet. The approved 1127 Woodside Avenue Plat was recorded with Summit County on January 27, 2014.
12. The Applicant proposes to amend Note 3 of the recorded 1127 Woodside Avenue Plat to increase the allowed maximum Building Footprint for the Lot by 361 square feet. The Applicant’s proposed Amended Plat Note states: “The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.”
13. The proposed Plat Amendment is contrary to the Planning Commission recommendation for the 1127 Woodside Avenue Plat approved by the City Council in 2013.

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14. In 2013, the Applicant proposed to combine Lots 7, 8, 25, and 26 of the Snyders Addition to Park City to create a 7,501-square-foot Lot to make improvements to the site. The Applicant was given the option to demolish the non-historic garage on the site and re-subdivide the Lot to create one or two Lots along Norfolk Avenue in addition to the Woodside Avenue Lot. It was noted that this would limit the Lot size of 1127 Woodside to that of two Old Town Lots measuring roughly 50 feet by 75 feet. The Staff Report expressed that "this would alleviate potential density on the site and distribute the density over multiple lots."
15. To accommodate the Applicant's Plat Amendment request at that time, the Planning Commission added Condition of Approval 7, limiting the total maximum Building Footprint on the lot to 2,100 square feet and the maximum Building Footprint of the Historic Structure to 1,200 square feet. The Condition of Approval was added to prevent any future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition.
16. On September 5, 2013, the City Council adopted Ordinance No. 2013-31 approving the proposed plat with the amended Condition of Approval recommended by the Planning Commission.
17. There have been no changes in the properties referenced in the 2013 plat amendment Staff Report that resulted in a Lot Size or Building Footprint comparable to the proposal by the Applicant.
18. The requested Plat Amendment would allow for the proposed Accessory Structure to be constructed at the rear of the property. The proposed Accessory Structure would alter the relationship of the Historic Structure to the site as well as the proportion of open space.
19. The proposed Accessory Structure would be visible from the Primary Public Right of Way (Norfolk Avenue) and impact the Historic Character of the streetscape. The Accessory Structure will not be visually subordinate to the Landmark Historic Structure as required by LMC § 15-13-2(B)(9)(g). The proposed Accessory Structure is contradictory to the 2013 Planning Commission decision that specifically detailed concerns that the Historic Structure would be engulfed by a non-historic addition as a reason for the restrictive Building Footprint plat note.
20. The proposed 1127 Woodside Avenue Plat Amendment does not comply with the recent maximum Lot Area updates to LMC Chapter 15-2.2 Historic Residential – 1 Zoning District.
21. Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. The General Plan states "[w]hile the uses within [the Historic Districts] may evolve over time, the built environment of the local historic

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districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929)." Community Planning Strategy 15.12 recommends examination of lot sizes in Old Town to determine if a maximum lot size would provide more compatible mass and scale for new structures as well as additions to existing structures.

22. Upon recommendation from the Historic Preservation Board and Planning Commission, on October 26, 2023, the City Council adopted Ordinance No. 2023-50 to establish a maximum lot size for the Historic Residential Districts, now codified in LMC § 15-2.2-3.
23. The current Lot size of 7,501 square feet is 3,751 square feet larger than the maximum Lot Area for the Zoning District. Pursuant to LMC § 15-2.2-4 Significant and Landmark Historic Sites that exceed maximum Lot Area are valid Non-Complying Structures. 1127 Woodside Avenue is a Landmark Historic Structure pursuant to LMC § 15-11-10 and is a valid Non-Complying Structure.
24. The maximum Lot Area of 3,750 square feet as required by LMC § 15-2.2-3 sets forth a maximum Building Footprint of 1,518 square feet.
25. The proposed Plat Amendment would allow for a Building Footprint of 2,461 square feet which is 943 square feet larger than the HR-1 Zoning District maximum Lot size Building Footprint.
26. The proposed amendment to the Footprint limitation is inconsistent with LMC § 15-9-6(a).
27. There is not Good Cause for the Plat Amendment because:
    a. There has not been a change in circumstances to alter the Planning Commission and City Council's finding of Good Cause from the 2013 Plat Amendment.
    b. The proposed Accessory Apartment engulfs the historic home as viewed from the rights of ways and impacts Very Steep Slopes and would require a Steep Slope Conditional Use Permit.
        i. Consistent with applicable LMC and General Plan provisions, existing construction was approved in accordance with the historic residential pattern of Woodside and on the least sensitive parts of the Landmark Historic Site. The proposed amendment would unnecessarily roll back those successful planning outcomes by allowing driveway and structural improvements on Steep Slopes. This is exactly the scenario the 2013 Ordinance was mutually agreed to in order to avoid such a result.

    c. The proposal impacts Significant Vegetation.
    d. The LMC already prohibits Nightly Rental of Accessory Apartments.

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28. The item was scheduled for review by Planning Commission on April 2, 2025, and staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025. The Park Record published notice on March 19, 2025.
29. On April 2, 2025, at the request of the Applicant, the Planning Commission continued this application to April 23, 2025.
30. On April 23, 2025, the Applicant requested that the item be continued. The Planning Commission continued the item to a date uncertain.
31. On June 11, 2025, the Planning Commission conducted a Work Session on the item with the Applicant.
32. Staff again published notice for the August 13, 2025 Planning Commission meeting on the City's website and the Utah Public Notice website and posted notice to the property on July 30, 2025. Staff mailed courtesy notice to property owners within 300 feet on July 30, 2025. The Park Record published notice on July 30, 2025.

Conclusions of Law

1. There is not Good Cause for this Plat Amendment because the proposed plat amendment is contrary to the Planning Commission recommendation for the 1127 Woodside Avenue Plat approved by the City Council in 2013 and recorded with Summit County.
2. There has not been a change in circumstances to alter the Planning Commission and City Council's finding of Good Cause from the 2013 Plat Amendment.
3. The proposed 1127 Woodside Avenue Plat Amendment exceeds the maximum Lot Area updates to LMC Section 15-2.2-3 *Historic Residential – 1 Zoning District Lot and Site Requirements*.
4. The Plat Amendment is not consistent with the LMC, including Chapter 15-2.2 *Historic Residential - 1 (HR-1) Zoning District* and § 15-7.1-3(B) *Classification Of Subdivision – Plat Amendment*.

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

Sincerely,

Christin Van Dine
Planning Commission Chair

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Planning Department

CC: Meredith Covey

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OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Monique Sanders hereby certify that she has caused this plat amendment to be made, together with easements as set forth and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set her hand this _____ day of _____, 2025.

By: _____
Monique Sanders

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2025, Monique Sanders personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed 1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

SURVEYOR'S CERTIFICATE

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

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I certify that I have verified all measurements. I do further certify that by authority of the owners, I have prepared this plat amendment of the property described hereon, hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED.

LEGAL DESCRIPTION

Lot 1, 1127 Woodside Avenue Subdivision, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

THE FOLLOWING NOTE 3 OF 1127 WOODSIDE AVENUE SUBDIVISION, RECORDED JANUARY 27, 2014 AS ENTRY NO. 988494, SHALL BE AMENDED AS FOLLOWS:

3. The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

NOTES

1. This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated _____, and on file with the Planning Department (PL-24-_____).

1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED

BLOCK 8
LOTS 7, 8, 25, & 26
SNYDER'S ADDITION, PARK CITY, UTAH

SHEET 1 OF 1

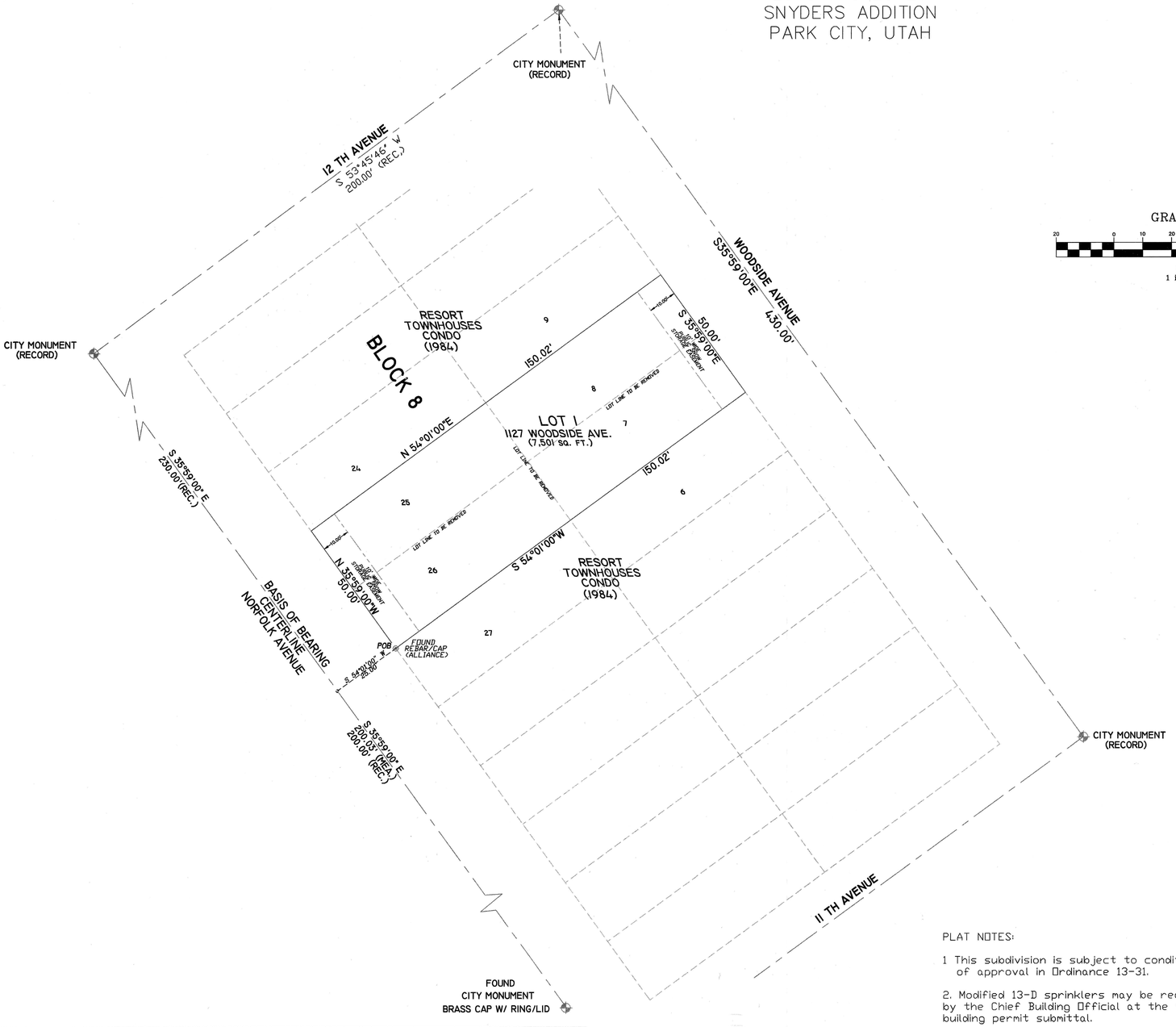
12/18/2024 JOB NO.: 5-11-24 FILE: X:\SnydersAddition\dwg\srv\plat2024\51124.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2025	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2025	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2025	APPROVED AS TO FORM THIS _____ DAY OF _____, 2025	APPROVED THIS _____ DAY OF _____, 2025	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ SUMMIT COUNTY GIS COORDINATOR	_____ FEE _____ RECORDER
					TIME _____ DATE _____ ENTRY NO. _____

1127 WOODSIDE AVENUE SUBDIVISION

BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY, UTAH



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

PLAT NOTES:

1 This subdivision is subject to conditions of approval in Ordinance 13-31.

2. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal.

3. The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.152956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as **1127 WOODSIDE AVENUE SUBDIVISION** *and that same has been surveyed as shown on this plat.*

DEC 17, 2013
DATE

SIGNATURE AND SEAL

STATE OF UTAH
No. 152956
RICHARD K. JOHANSON
DEC 17, 2013
PROFESSIONAL LAND SURVEYOR

DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION TO PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. LOCATED IN THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 35°59'00" E 230.00 FEET AND N 54°01'00" E 25.00 FEET FROM THE INTERSECTION OF 12TH AVENUE AND NORFOLK AVENUE (FOUND CITY MONUMENT), THENCE N 35°59'00" W 50.00 FEET, THENCE N 54°01;00" E 150.02 FEET, THENCE S 35°59'00" E 50.00 FEET, THENCE S 54°01'00" W 150.02 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I EMILY WHITE THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS 1127 WOODSIDE AVENUE SUBDIVISION DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE MADE AND I THE UNDERSIGNED OWNER HEREBY CONSENT TO THE RECORDATION OF THIS PLAT. I ALSO OFFER FOR DEDICATION TO THE CITY OF PARK CITY ALL STREET, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED TO BE PUBLIC AS SHOWN HEREON IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION

EMILY WHITE

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
County of Summit)

On the 17th ***day of*** December, 2013, ***personally appeared before me the undersigned Notary Public in and for said County of Summit in said State of Utah, the person that executed this instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the person who executed this instrument on behalf of said person, being duly sworn acknowledged to me that she is the owner of the herein described tract of land and she signed the afore owner's dedication and consent to record freely and voluntarily.***

Commission Number 666499

My Commission Expires 05/20/2017

A Notary Public Commissioned in Utah

EDWIN FIGUEROA
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 05/20/2017
Commission # 666499

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 17th *DAY OF* December *20*13 *AD*

B.D.C.O.
S.B.W.R.D.

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 14 *DAY OF* January *20*14 *AD*

Manstill
City Recorder

PREPARED BY:

PROPERTY DESIGN LLC
P O BOX 701168
SALT LAKE CITY UT 84170
(801) 495-2541

CITY ENGINEER

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFOMATION ON FILE IN MY OFFICE THIS 8th *DAY OF* January *20*14 *AD*

08 Jan 2014
DATE

CITY ENGINEER

PARK CITY PLANNING COMMISSION

Planning Commission ~~Approved~~ August 14, 2013
~~Staff~~ Modified recommendation

APPROVED AND ACCEPTANCE BY THE PARK CITY COMMISSION ON THIS 15 *DAY OF* January *20*14 *AD*

Chair

APPROVAL AND ACCEPTANCE

Approval and Acceptance by the Park City Council this 4th *day* _____ *of* September *20*13

Mayor

14 Jan. 14

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 14th *DAY OF* January *A.D., 20*14

BY: CITY ATTORNEY

COUNTY RECORDER

STATE OF UTAH COUNTY OF SUMMIT

Recorded and filed at the request of First American Title Insurance Co.
DATE 1-27-14 TIME 11:45 am
ENTRY # 988494 FEE 31.00
Book A Bovard deputy

COUNTY RECORDER

TOPOGRAPHY SURVEY

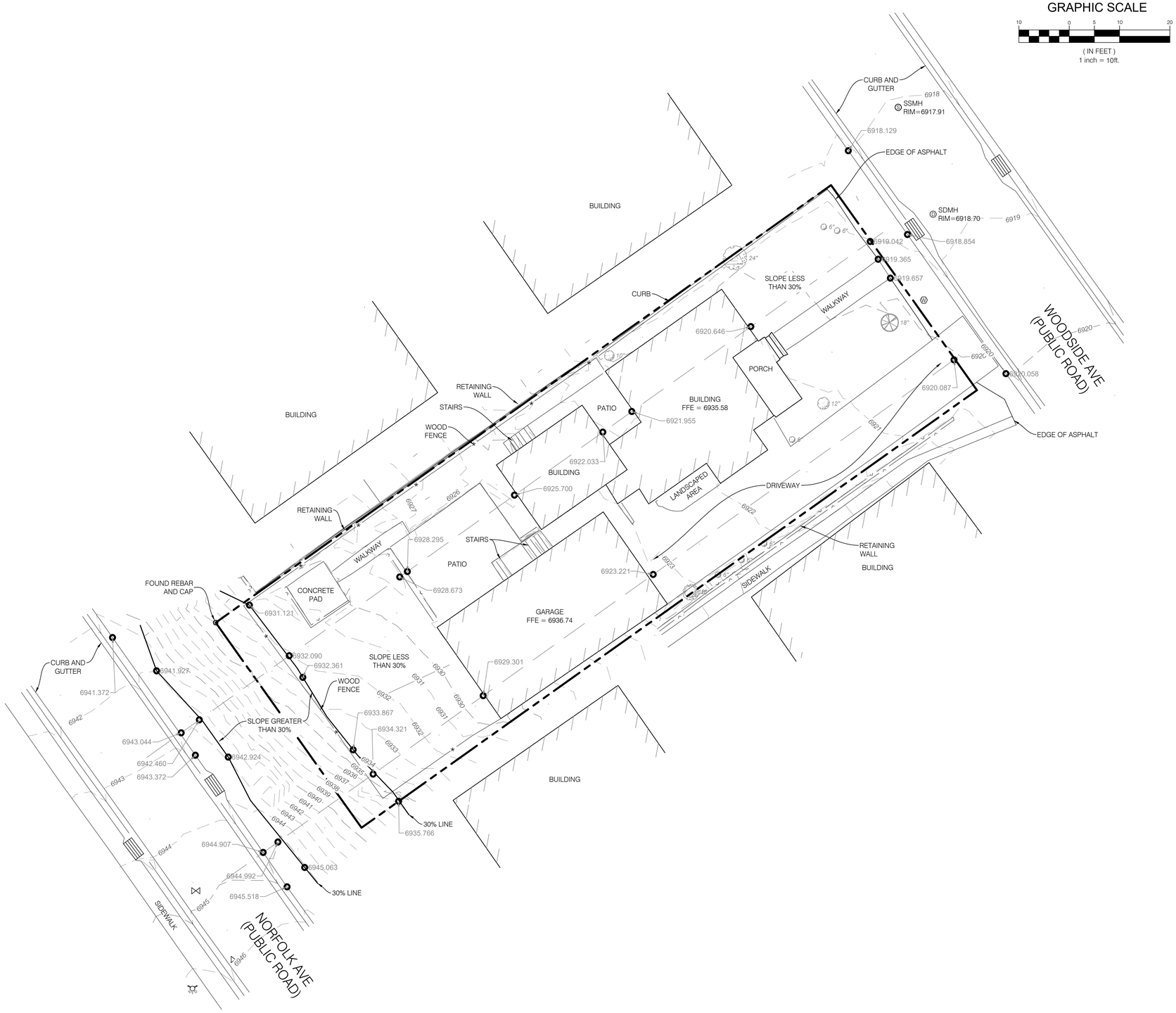
1127 WOODSIDE AVE
PARK CITY
SUMMIT COUNTY, UTAH

NORTH

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10ft.



NARRATIVE OF TOPOGRAPHY:

SCOPE
BENCHMARK ENGINEERING AND LAND SURVEYING, LLC WAS RETAINED BY INSTUDIO DESIGN TO PERFORM A TOPOGRAPHY SURVEY AS SHOWN HEREON.

BENCHMARK
STREET MONUMENT
NORFOLK AVE AND 11TH STREET
ELEVATION = 6970.87

NOTE:
THIS IS A TOPOGRAPHY SURVEY ONLY. THE BOUNDARY IS SHOWN FOR REFERENCE ONLY. REFER TO THE PLAT FOR MORE INFORMATION RELATING TO THE BOUNDARIES OF THE PROPERTY. THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT IS RECORDED AS ENTRY NO 988494 IN THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND AND ABBREVIATIONS:

CURB & GUTTER
EDGE OF EXISTING ASPHALT
FENCE, WOOD
RETAINING WALL
30% SLOPE LINE

DECIDUOUS TREE
CONIFEROUS TREE
STORM DRAIN INLET BOX
SANITARY SEWER MANHOLE & PIPE
STORM DRAIN MANHOLE & PIPE
WATER VALVE & WATER METER
FIRE HYDRANT

SDMH STORM DRAIN MANHOLE
SSMH SANITARY SEWER MANHOLE
SD STORM DRAIN
CB CATCH BASIN

No.	DATE	DESCRIPTION
1.	10.17.2024	MATCH ELEV. DATUM TO EX. PROJECT

DRAWN BY: TF
CHECKED BY: KO / DKB
FIELD CREW: TF
DATE: 10/08/2024
DWG FILE: 2408124fr.dwg

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
11/26/2024
STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
9108 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

INSTUDIO DESIGN

1127 WOODSIDE AVE
PARK CITY, UTAH

PROJECT NO. 2408124

TOPOGRAPHY SURVEY

SVB.01
1 OF 1

HISTORIC SITES INVENTORY
HISTORIC SITE FORM

PARK CITY MUNICIPAL CORPORATION



IDENTIFICATION

Property Name (if any): **Matthew Bailey House**

Address: **1127 Woodside Avenue**

Date of Construction: **c. 1895**

City, County: Park City, Summit County, Utah

Architect/Builder: **Unknown**

Tax Number: **SA-77**

Current Owner: **Emily White**

Legal Description (include acreage): see continuation sheet

STATUS / USE

Original Use: **Single dwelling**

Current Use: **Single dwelling**

Property Type:

- ■ Building
- ☐ Structure
- ☐ Site

National Register of Historic Places:

- ■ Eligible
- ☐ Ineligible
- ☐ Listed, Date:

Evaluation:

- ■ Landmark Site
- ☐ Significant Site
- ☐ Not Historic

DOCUMENTATION

Photographs:

- ■ Tax Photos
- ■ Prints
- ■ Historic

Research Sources:

- ■ Sanborn Maps
- ■ Tax Card
- ■ Census Records
- ■ City/ County Histories
- ☐ Personal Interviews
- ■ Park City Museum
- ■ Newspapers
- ☐ Other:

DESCRIPTION

Architectural Style: T/L cottage type / vernacular style

No. Stories: 1

Number of Associated Structures: ☒ Accessory building(s). # 1 ☐ Structure(s). # 0

Condition: ☒ Good ☐ Fair ☐ Poor ☐ Uninhabitable/Ruin

Location: ☒ Original location ☐ Moved (Date: , original location:)

Materials: (Describe the visible materials)

Exterior Walls: Drop-novelty wood siding

Foundation: Concrete

Roof: Cross-wing roof form sheathed in metal material

Windows/Doors: Two over two double hung paired windows on the gable front first floor and a single two over two double hung on the second floor and in the front porch.

Additions: ☐ Major ☒ Minor ☐ None

Alterations: ☐ Major ☒ Minor ☐ None

Essential Historic Form: ☒ Retains ☐ Does Not Retain

NARRATIVE DESCRIPTION OF PROPERTY

(Briefly describe the property and its setting. Include a verbal description of the location; a general description of the property including the overall shape, number of stories, architectural style, materials, shape of roof; identify and describe any associated structures; identify any known exterior additions and/or alterations.)

1127 Woodside is a T/L cottage that has undergone minor modifications. The T/L cottage, also known as a cross-wing, is one of the main three house types built during the historic Park City mining era. The house has a small addition on its south side that was originally a covered porch, but was enclosed sometime before 1968. A portion of the porch area was enclosed prior to the tax photo but has since been opened, similar to what is shown on the 1929 Sanborn map. The cross-gable roof is sheathed with standing seam metal, which replaced the shingle material shown in the early tax photos. The walls are clad with drop-novelty wood siding. The window on the primary gable façade was a casement flanked by two one-over-one double sash windows. A window similar to this used to be under the porch area to the left of the door. A multi-pane

casement window was in the upper front gable and another three windows of the same type are found in the side addition. Sometime between 2013 and 2020 the windows were replaced by a pair of two over two double hung window on the front gable and single two over two on the second floor and the front porch. The door is a wood frame and panel door. The porch is covered by a shed extension of the main roof, which is supported by lathe turned wood posts. The site is surrounded by a wood picket fence. The overall form and materiality of the building remains intact and the building retains its historic value.

The garage present on the property was originally attached to the house, but was moved and made into a garage, according to notes on a 1949 tax card that appear to have been made at a later date. The 1958 tax card dates the garage construction to 1950. It was modified sometime after 2006 to be taller, with livable space above the garage.

SIGNIFICANCE

Historic Era:

☐ Settlement & Mining Boom Era (1868-1893)

■ Mature Mining Era (1894-1930)

☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Narrative Statement of Significance:

(Briefly describe those characteristics by which this property may be considered historically significant.)

It is likely that this house was built while under the ownership of Matthew Bailey and his wife Mary, as a mortgage was taken out by them in 1895 for the property. Matthew was a miner, and it appears that they rented the house out. The 1900 census shows they lived on Norfolk Avenue with their five children at that time. They sold the house in 1909 to Jacob Hoffman.

Jacob Hoffman, also called Jake, appears on the 1910 census, living in this house with his wife Mary and their daughter Lucille. He worked as a salesman for a department store. Not much else is known of them or their family. The house somehow came under the ownership of James Archibald by the time of the 1920 census.

James Archibald was a teamster for Hopkins Coal Company, and lived at this house with his wife Marie and their two children. They had moved by the time of the 1930 census and it is unknown when they sold the property. It appears that is somehow came under the ownership of the county, and was sold to Dan Kanold in 1929.

No information could be found regarding Dan Kanold, except that he sold the house in 1929 to Eric and Shirley Wallberg. They lived in the house at the time of the 1930 census with their three children. Eric worked as a miner, but not much else is known of their family. They owned the house for many years, but by the time of the 1940 census were renting it out. It was occupied in that year by H.O. Wright and his four daughters. Nothing else is known of them. The property has changed hands several times since the historic period, and is currently owned by Emily White.

Legal Description (include acreage): LOTS 7 & 8 BLK 8 SNYDERS ADDITION TO PARK CITY TWD-542 M40-497 OWD-445 SWD-321 UWD-445 CWD-617-18 XMIC-264 M142-849M143-17 M194-374 M215-408 M233-789 416-344 613-455 656-266 765-161976-750-760 1327-1204 1720-1264 SHANNON P O'NEAL & MELISSA O'NEAL AS TRUSTEES OF THE O'NEAL FAMILY TRUST 1720-1264; 0.09 AC

REFERENCES

- Boutwell, John Mason and Lester Hood Woolsey. Geology and Ore Deposits of the Park City District, Utah. White Paper, Department of the Interior, United States Geological Survey. Washington: Government Printing Office, 1912.
- Carter, Thomas and Peter Goss. Utah's Historic Architecture, 1847-1940. Salt Lake City: Center for Architectural Studies, Graduate School of Architecture, University of Utah and Utah State Historical Society, 1988.
- Hampshire, David, Martha Sonntag Bradley and Allen Roberts. A History of Summit County. Coalville, UT: Summit County Commission,1998.
- National Register of Historic Places. Park City Main Street Historic District. Park City, Utah, National Register #79002511.
- Peterson, Marie Ross and Mary M. Pearson. Echoes of Yesterday: Summit County Centennial History. Salt Lake City: Daughters of Utah Pioneers, 1947.
- Pieros, Rick. Park City: Past & Present. Park City: self-published, 2011.
- Randall, Deborah Lyn. Park City, Utah: An Architectural History of Mining Town Housing, 1869 to 1907. Master of Arts thesis, University of Utah, 1985.
- Ringholz, Raye Carleson. Diggings and Doings in Park City: Revised and Enlarged. Salt Lake City: Western Epics, 1972.
- Ringholz, Raye Carleson and Bea Kummer. Walking Through Historic Park City. Self-published, 1984.
- Thompson, George A., and Fraser Buck. Treasure Mountain Home: Park City Revisited. Salt Lake City: Dream Garden Press, 1993.

PHOTOGRAPHS

(Provide several clear historical and current photos of the property.)



Photo 1: 1127 Woodside Avenue. East elevation. 2020



Photo 2: 1127 Woodside Avenue. Southeast oblique. November 2013



Photo 3: 1127 Woodside Avenue. East elevation. November 2013



Photo 4: 1127 Woodside Avenue. Northeast oblique. November 2013



Photo 5: 1127 Woodside Avenue. East elevation. 2006



Photo 6: 1127 Woodside Avenue. in 1995



Photo 7: 1127 Woodside Avenue in 1981 (Historic Architectural Survey, 1982)

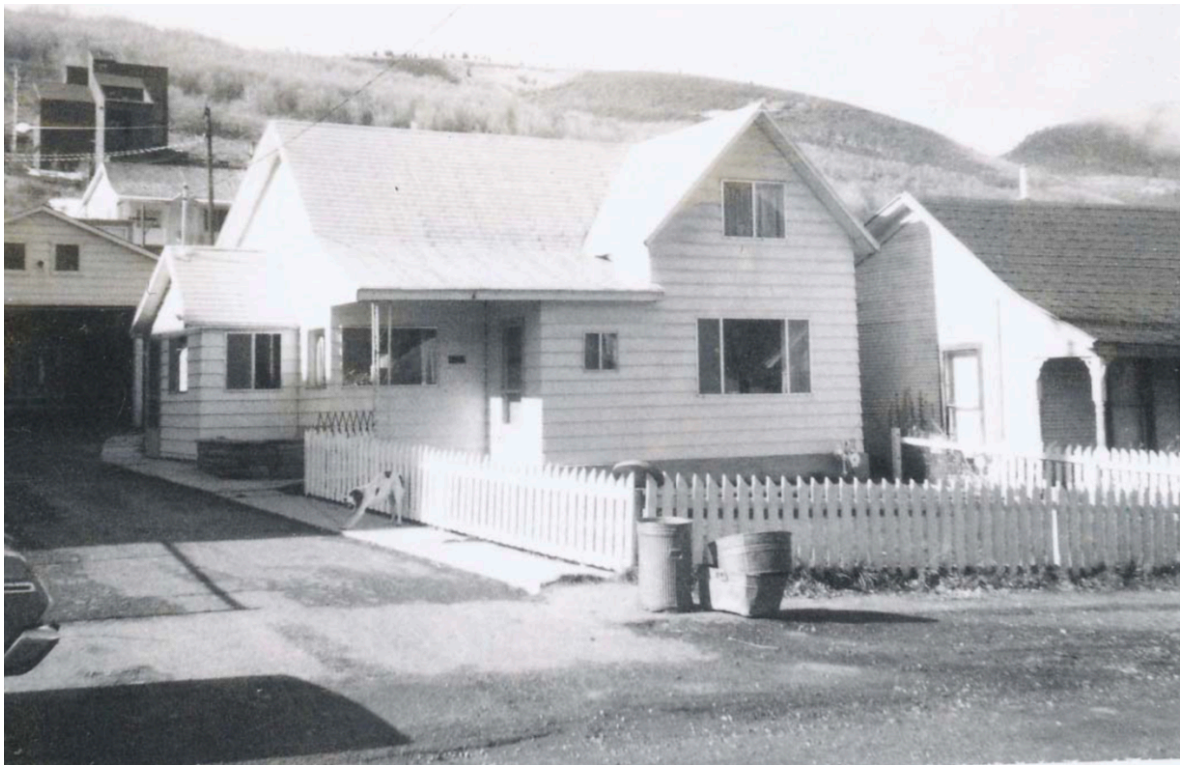


Photo 8: 1127 Woodside Avenue. c. 1968 (Tax Photos, Summit County)

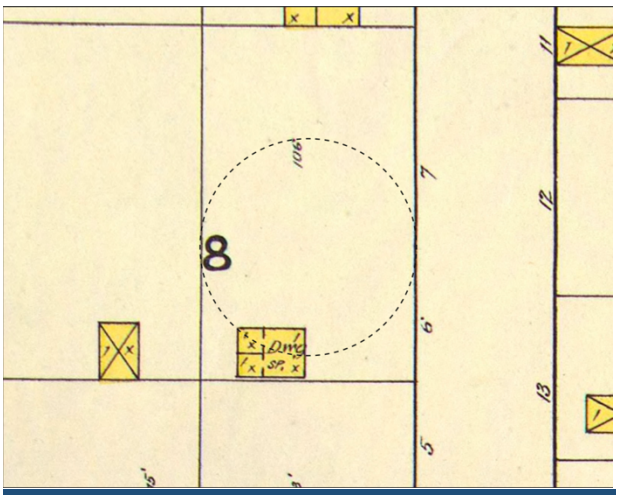
MAPS

(Provide several clear historical and current maps indicating the location of the property in relation to streets or other widely recognized features.)

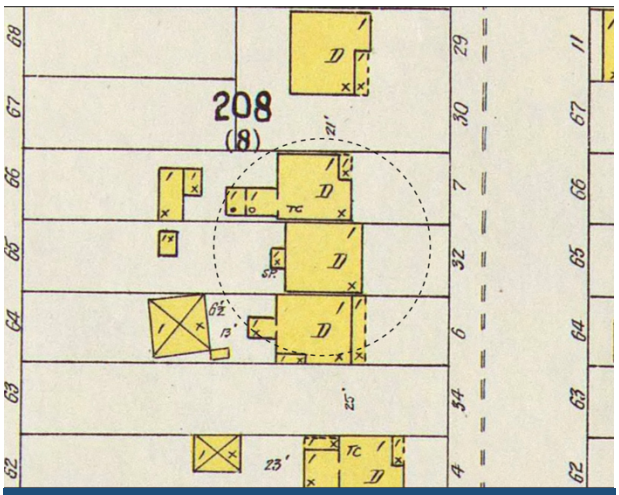


Figure 1: Aerial view showing the location of 1127 Woodside Avenue. (ESRI 2020)

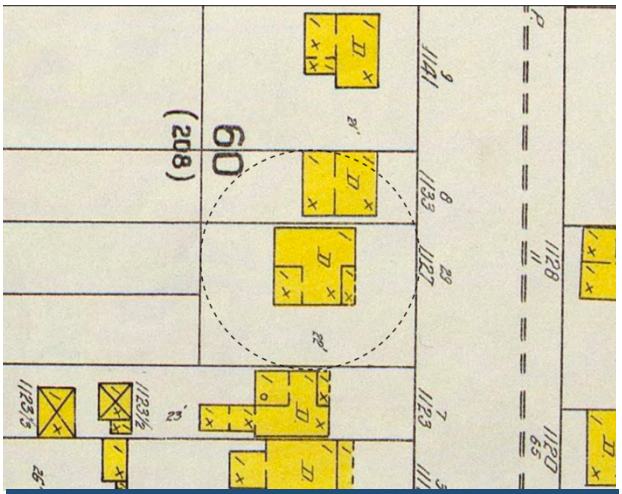
Sanborn Maps



1889



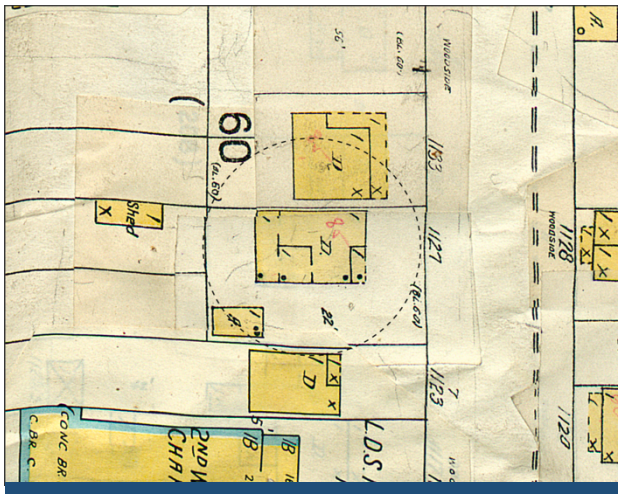
1900



1907



1929



1941

TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 1127 Woodside Avenue
City: Park City, UT
Current Owner: Emily White
Address: (see historic site form for address)

Tax Number: 1127-WS-1
Legal Description (include acreage): SA BK8 L7, L8, L25 & L26 (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
11/14/1883	Geo. G. Snyder	David C. McLaughlin	W		[L1-32]
10/24/1893	D.C. & H.M. McLaughlin	Matthew Bailey	W		"7,8"
4/16/1895	Matthew Bailey & wife	Geneva H. Kimball	Mortg.	$400.00	"7,8"
12/10/1909	M.U. Bailey & wife Mary	Jacob Hoffman	W.D.		"7,8"
3/12/1929	Summit County	Dan Kanold et ux	Q.C.D.		"7,8" [under 1911 Tax Sale]
1/5/1929	Dan Kanold et ux	Eric & Shirley Wallberg	W.D.		"7,8"
1/31/1944	Co. Sheriff Geo. M. Fisher	Am. Savings & Loan Co.	Sheriff's Deed		"7,8"
3/29/1945	Am. Savings & Loan Co.	Albert L. Sorensen, et ux	W.D.		"7,8"
6/5/1950	Albert L. Sorensen, et ux	Peter Jaralemon, et ux	W.D.		"7,8"
7/1/1954	Peter Jaralemon, et ux	Russell E. & Ruth R. Green	W.D.		"7,8"
8/17/1972	Russell E. & Ruth R. Green	William T. & Juli M. Bertagnole	W.D.		"7,8,25,26" [rest of form]
10/5/1979	William T. & Juli M. Bertagnole	Summit County Resources	W.D.		
10/5/1979	Summit County Resources	Ennis J. & Barbara E. Gibbs	W.D.		
9/24/1982	Ennis J. & Barbara E. Gibbs	Donald C. & Mary Johnston	W.D.		
5/21/1986	Donald C. & Mary Johnston	First Security Bank of Utah	W.D.		
1/30/1987	First Security Bank of Utah	Warren H. Lortie	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 1/9/2015

Planning Department/ Park City Corporation

TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 1127 Woodside Avenue, page 2
City: Park City, UT
Current Owner: Emily White
Address: (see historic site form for address)

Tax Number: 1127-WS-1
Legal Description (include acreage): SA BK8 L7, L8, L25 & L26 (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
9/14/1990	Warren H. Lortie	Jeffrey Kuhn	W.D.		
4/8/1992	Jeffrey Kuhn & Fred Moore	Tim B. Henney	W.D.		
7/9/1996	Tim B. & Katherine S. Henney	Melissa L. & D. Brent Scott	W.D.		
7/9/1996	D. Brent Scott	Melissa L. Scott	Q.C.D.		
7/31/2000	Melissa L. Scott	Shannon P. & Melissa O'Neal	W.D.		
4/5/2013	Shannon P. & Melissa O'Neal	Emily White	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 1/9/2015

Planning Department/ Park City Corporation

Ordinance 13-31

AN ORDINANCE APPROVING THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 1127 Woodside Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1127 Woodside Avenue, has petitioned the City Council for approval of the Subdivision; 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 August 14, 2013 to receive input on the proposed subdivision;

WHEREAS, on August 14, 2013 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 4, 2013 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 1127 Woodside Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 1127 Woodside Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR, for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.
6. The existing historic 1,358 square foot home is listed as "Landmark" on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyders Addition. It is classified as legal non-conforming.

9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 734.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.
14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.
5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue, and one (1) ten foot (10') wide public snow storage easement is required along the street frontage of Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

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

PASSED AND ADOPTED this 5 day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

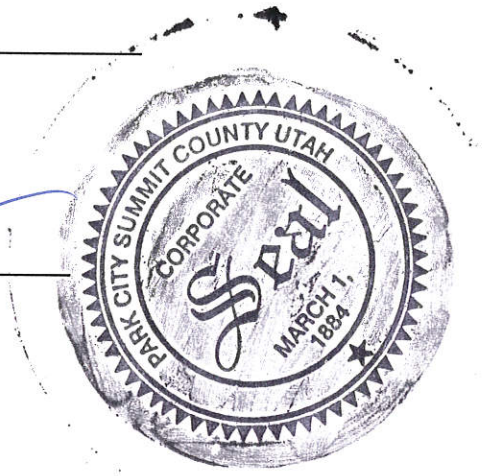
Dana Williams, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

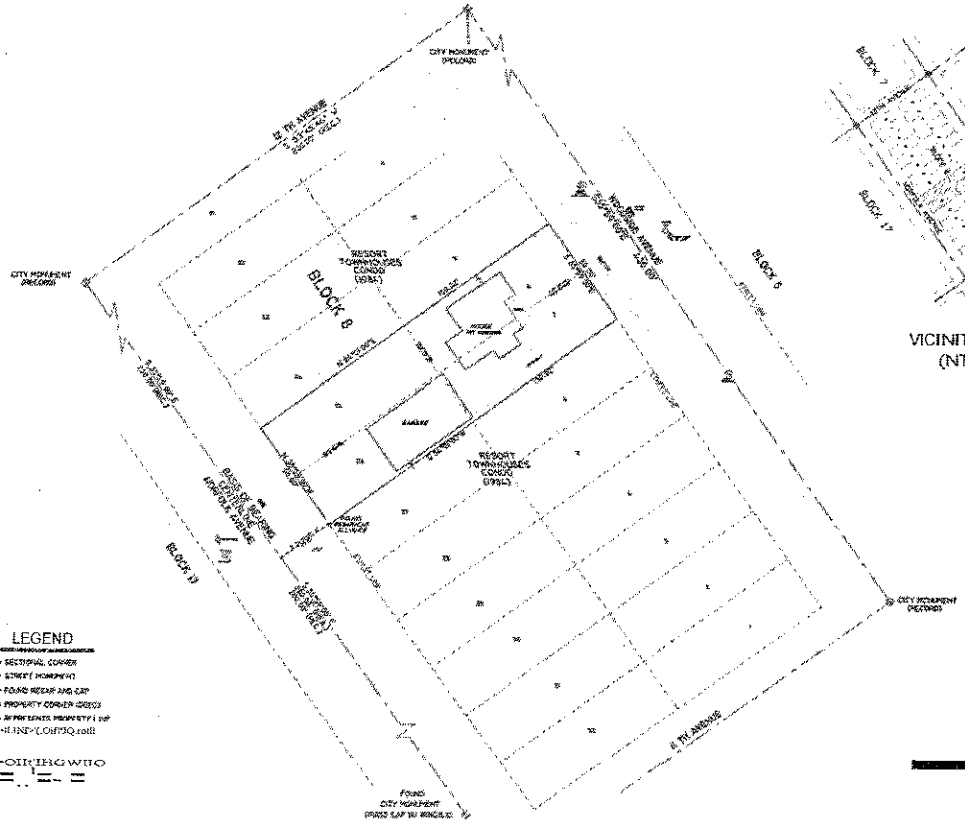
Mark Harrington, City Attorney

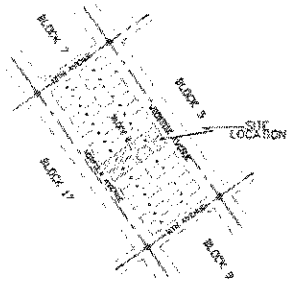


Exhibit

RECEIVED
JUN 2 0 2013
PARK CITY
PLANNING DEPT.

1127 WOODSIDE AVENUE
SUBDIVISION
PART OF BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY , UTAH





VICINITY MAP
(NTS)

LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND REBAR AND CAP
- = PROPERTY CORNER (SET)
- = REPRESENTS PROPERTY LINE

GRAPHIC SCALE

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHNSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.172666, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

MARCH 26, 2013
DATE

SURVEYOR

BOUNDARY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26 OF BLOCK 8 SNYDERS ADDITION LOCATED IN THE NORTHEAST QUARTER OF SECTION 14 TOWNSHIP 2 SOUTH RANGE 4 EAST SALT LAKE BASE AND MERIDIAN

OWNERS DEDICATION

1127 WOODSIDE AVENUE SUBDIVISION

ACKNOWLEDGMENT

STATE OF UTAH
County of Summit :
Personally appeared before me this ___ day of _____ 20____
the following

who acknowledged to me that ...he/she... executed the above owners dedication.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CONSENT TO RECORD

STATE OF UTAH

SUMMIT COUNTY PUBLIC HEALTH DEPARTMENT
PREPARED BY:
PROPERTY EXPRESS LLC
P O BOX 95129
SALT LAKE CITY UT 84109
(801) 486-2241

UTAH POWER AND LIGHT

CITY ENGINEER

SOUTH SUMMIT FIRE DISTRICT

CITY PLANNING COMMISSION

ACCEPTANCE BY PARK CITY COUNCIL

ATTEST

COUNTY RECORDER
STATE OF UTAH

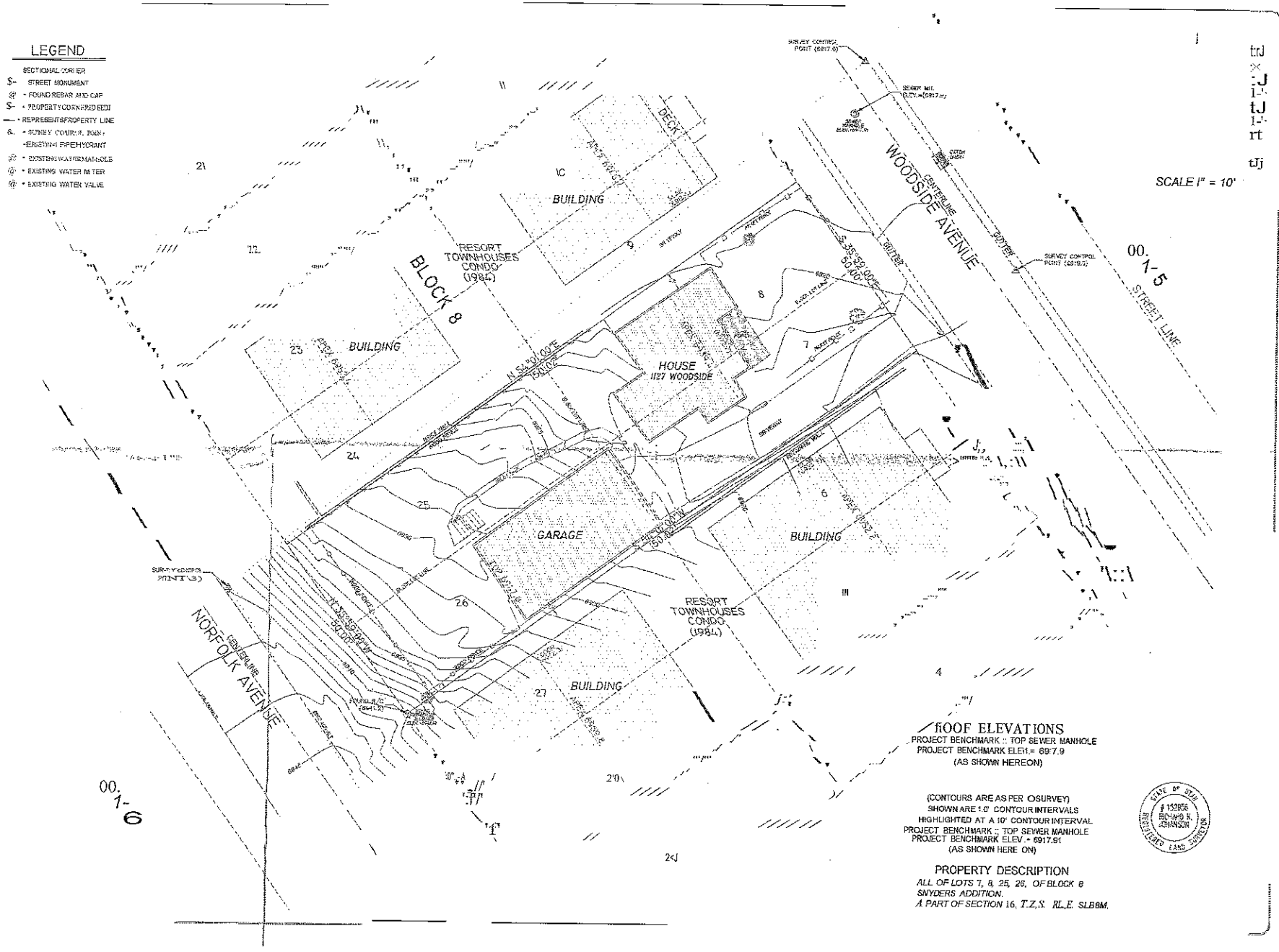

LEGEND
SECTIONAL CORNER
STREET MONUMENT
FOUND REBAR AND CAP
PROPERTY CORNER REBAR
REPRESENTS PROPERTY LINE
SURVEY CONTROL POINT
EXISTING FIRE HYDRANT
EXISTING WATER MANHOLE
EXISTING WATER METER
EXISTING WATER VALVE
SCALE 1" = 10'
WOODSIDE AVENUE
NORFOLK AVENUE
BLOCK 8
RESORT TOWNHOUSES CONDO (1984)
BUILDING
HOUSE
1127 WOODSIDE
GARAGE
DECK
00.1-5
00.1-6
STREET LINE
CENTERLINE
SURVEY CONTROL POINT (5919.5)
SURVEY CONTROL POINT (5917.9)
SEWER MH ELEV.=5917.91
N 54°30'00"E 150.00'
S 35°30'00"E 50.00'
N 35°30'00"W 50.00'
S 54°30'00"W 150.00'
ROOF ELEVATIONS
PROJECT BENCHMARK :: TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.9
(AS SHOWN HEREON)
(CONTOURS ARE AS PER OSURVEY)
SHOWN ARE 1.0' CONTOUR INTERVALS
HIGHLIGHTED AT A 10' CONTOUR INTERVAL
PROJECT BENCHMARK :: TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.91
(AS SHOWN HERE ON)
PROPERTY DESCRIPTION
ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8
SNYDERS ADDITION,
A PART OF SECTION 16, T.2.S. R1.E. SLB&M.
STATE OF UTAH
152856
RICHARD K. JOHNSON
REGISTERED LAND SURVEYOR
PROJECT SITE LOCATION
LOTS 7 & 25 26
BLOCK 8
PARCK CITY UT
SNYDERS ADDITION
SURVEYED BY:
DRAWN BY:
BROOK
DATE:
02
EMILY CARLSON
SHEET 1 OF 1
APR 17 2013

Exhibit C



Exhibit D

City Council Staff Report

PARK CITY 1884

PLANNING DEPARTMENT

Planner: Jonathan Weidenhamer
Subject: 1127 WOODSIDE AVENUE REPLAT
Date: May 5, 2005
Type of Item: Administrative
Applicant: Shannon and Missy O'Neal
Zone: Historic Residential – (HR-1)

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND

The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS

The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

for the combined lot, currently 1.4' exist); and in terms of its height. A detached accessory building is limited to 18' in height. The garage on these lots is approximately 21' in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.

Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24' deep driveway, which will be eligible for a tandem space.

NOTICE

Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS

Ordinance
Exhibit A – Proposed Subdivision Plat
Exhibit B - Site Photo

complying structure in relation to its side yard setback to the south (3' will be required

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

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

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

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

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **1127 Woodside Avenue Plat Amendment**
Author: **Anya Grahn, Historic Preservation Planner**
Project Number: **PL-13-01893**
Date: **August 14, 2013**
Type of Item: **Administrative – Plat Amendment**

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the 1127 Woodside Avenue plat amendment, located at the same address, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant:	Emily White, represented by Architect Jonathan DeGray
Location:	1127 Woodside Avenue
Zoning:	Historic Residential (HR-1) District
Adjacent Land Uses:	Residential condominiums, single-family residential, vacation rentals
Reason for Review:	Planning Commission review and recommendation to City Council

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 7, 8, 25, and 26 of Block 8 of the Snyders Addition to Park City. There is an existing historic home on the property identified as a Landmark on the City's Historic Sites Inventory (HSI) that straddles the lot line between Lots 8 and 7. There is also a legal-nonconforming, non-historic garage that encroaches over the lot line between Lots 7 and 26. The garage contains an accessory apartment; however, with the plat amendment, the owner plans to eliminate the apartment and return the property to single family use.

The applicant wishes to combine the lots in order to move forward with a Historic District Design Review (HDDR) approval. No plans have yet been submitted for this property, though Planning Staff met with the applicant to discuss options for building an addition on February 6, 2013. The applicant proposes to introduce a small addition, containing a bedroom and a mudroom to the historic structure, with a footprint of approximately 350 square feet. In order to comply with the Historic District Design Guidelines (HDDR), the proposed addition will need to be visually subordinate to the historic building and will have to complement the visual and physical qualities of the historic building. The Plat Amendment approval and recordation is necessary prior to the approval of the HDDR.

Purpose

The purpose of the Historic Residential (HR-1) District is to:

(A) Preserve present land Uses and character of the Historic residential Areas of Park City,
(B) Encourage the preservation of Historic Structures,
(C) Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
(D) Encourage single family Development on combinations of 25' x 75' Historic Lots,
(E) Define Development parameters that are consistent with the General Plan policies for the Historic core, and
(F) Establish Development review criteria for the new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background

The 1127 Woodside Avenue property is listed on the Historic Sites Inventory (HSI) as a "Landmark" site which includes a small Mining era home constructed in 1904. During the 1960s, the 1-1/2 story, wood-frame T-cottage was significantly altered. The 1968 historic photograph shows the house with aluminum siding, aluminum windows, and metal porch supports. A portion of the porch was also enclosed. The 1949 tax card also shows that a 12' by 21' structure was originally attached to the northwest corner of the house. In 1990, the Historic Preservation Commission awarded the property owners a grant to restore the porch, windows, and wood siding.

Built in 1950, the garage that exists today is roughly 22.5 feet by 38.75 feet, and is not the garage depicted on the 1949 tax card. In March 1992, the Planning Department approved the use of the garage as a "skiers dorm." A year later, a second floor was added to the garage to create an office and studio space. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage currently sits approximately seventy-three feet (73') from the west (front) property line and less than two feet (2') from the south (side) property line. Furthermore, the garage encroaches over the lot line between Lots 26 and 7. The garage is twenty-three feet six inches (23'6") tall on the façade and nineteen feet (19') tall at the rear, exceeding the eighteen foot (18') height permitted for a detached accessory building. The second floor of the garage currently contains an accessory apartment; however, the applicant plans to eliminate the rental unit and return the property to single family use following the plat amendment.

In 2005, the property owners applied for a plat amendment and the Planning Commission approved the plat amendment to combine lots 7, 8, 25, and 26 of Block 8. The second story of the garage was then used as a lockout unit. The plat expired on May 5, 2006, and was never recorded. Similarly, the applicants received an Action Letter from the Planning Department in May 2005 permitting the addition to the rear of the historic home; however, this work was also never completed. The property's setting has changed very little since the early 1900s, and the setting continues to be typical of

mining era homes in Park City. Since the time of the 2005 approvals, the LMC has been amended and new Historic District Guidelines have been put into place.

In February 2013, the applicant submitted a HDDR Pre-application and met with the Design Review Team (DRT). The applicant would like to add a small addition to the rear of the property in order to accommodate a bedroom and mudroom. The proposed footprint of this new addition is roughly 350 square feet. The applicant plans to make a full HDDR submittal once the plat amendment is approved. Work will not be allowed to commence until the plat amendment is recorded.

Analysis

The home currently straddles the lot line between Lots 7 and 8 of Block 8 of the Snyders Addition. Similarly, the garage encroaches over the east property line between Lots 26 and 7. The plat amendment is necessary in order for the applicants to make the necessary improvements to the site, which are subject to Planning Department review.

	HR-1 Zone Designations	Existing Conditions
Lot Size	Greater than 1,875 ft.	7,501 SF
Maximum Building Footprint	2,460.56 SF based on lot size	1,550 SF (Footprints: House—approx. 679 SF + Garage—871 SF)
Maximum Height	27 feet/3 stories 18 feet (accessory structures	19 feet 5 inches/2 stories (House) 23 feet 6 inches/2 stories (Garage)
North Side yard Setback	10 feet	4.5 feet (House)
South Side yard Setback	10 feet	1.4 feet (Garage)
Front Yard Setback	15 feet	28.75 feet (House)
Rear Yard Setback	15 feet	35 feet (Garage)

The garage is considered non-complying because it does not conform to the zoning regulation's setback and exceeds the eighteen feet (18') height allowance. The garage also encroaches over the lot line between Lots 26 and 7. The proposed plat amendment does not increase any degree of nonconformity with respect to setbacks. The plat amendment would remove existing encroachments over the interior lot lines. Any additions to the garage or landmark structure would be required to meet the current setback requirements.

Additions would also be required to comply with the Design Guidelines for Historic Sites in Park City. Though the applicant may have a maximum footprint of 2,460.56, the applicant does not intend to add the full 910.56 square feet of footprint to the structure. Currently, the property owner is proposing to add a small addition to the historic house, containing a mudroom and a bedroom. The footprint of this new addition would be

approximately 350 square feet. The addition will need to appear subordinate to the historic structure from the public right-of-way and will need to be attached by a clear transitional element. A rear addition will not be able to overwhelm or engulf the historic building.

As seen in the chart below, the current size of the historic structure at 1127 Woodside is similar in size to other historic properties in the neighborhood. The proposed small addition with a footprint of 350 square feet will not significantly alter the size of the house, nor create a house that is larger than those seen in the neighborhood. The chart shows the approximate house sizes for other historic structures in the neighborhood:

Address	Year Built	Historical Significance	Total Existing SF of Improvements (per Summit County Recorder's Office)
1167 Woodside	1935-36	Landmark	6,172 SF
1147 Woodside	1899	Significant	2,030 SF
1127 Woodside	**1904**	**Landmark**	**1,358 SF**
1102 Norfolk	1904	Landmark	883 SF
1107 Woodside	1916	Significant	1,149 SF
1103 Woodside	1905	Significant	1,345 SF
1162 Woodside	1905	Landmark	1,100 SF
1158 Woodside	1901	Significant	778 SF
1141 Park	1905	Landmark	1,744 SF
1129 Park	1895	Significant	920 SF
1125 Park	1901	Landmark	895 SF
1120 Woodside	1905	Significant	1,100 SF
1110 Woodside	1928	Landmark	1,348 SF
1100 Woodside	1928	Landmark	1,103 SF
1135 Norfolk	1905	Significant	936 SF
1101 Norfolk	1900	Landmark	1,168 SF

(See Exhibit H – Historically Significant Properties Map for the location of these addresses.)

It would be permissible to demolish the non-historic garage and build a new structure on the site; however, any new structures would be required to meet the specified front, side, and rear yard setbacks. Again, the mass and scale of the new structure would need to comply with the Design Guidelines for Historic Sites and could not overwhelm the historic building. Future subdividing of the lot could permit additional density in the future, specifically if the non-historic garage was removed. Such action would alleviate potential density on the site, and distribute the density over multiple lots.

Similarly, the applicant may choose to demolish the garage and re-subdivide the lot in order to sell one (1) or two (2) lots along Norfolk Avenue. This would limit the lot size of 1127 Woodside to two (2) Old Town lots measuring roughly fifty feet (50') by seventy-five feet (75'). Again, this would alleviate potential density on the site, and distribute the density over multiple lots.

The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. As seen in the chart below, the largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.

Address	Year Built	Historical Significance	Lot Size (+/-)	Maximum Footprint (+/-)
1167 Woodside	1935-36	Landmark	13,125 SF (7 lots)	3,139 SF
1147 Woodside	1899	Significant	5,625 SF (3 lots)	2,050 SF
1152 Norfolk	Vacant	n/a	3,750 SF (2 lots)	1,519 SF
1127 Woodside	1904	Landmark	7,501 SF (4 lots)	2,461 SF
1102 Norfolk	1904	Landmark	3,750 SF (2 lots)	1,519 SF
1107 Woodside	1916	Significant	1,875 SF (1 lot)	844 SF
1103 Woodside	1905	Significant	1,875 SF (1 lot)	844 SF
1135- Woodside	1984	Non-Historic	7,501 SF (4 lots)	1,358.87 SF
1144 Woodside	2012	Non-Historic	3,920 SF (2 lots)	1,519 SF
1162 Woodside	1905	Landmark	2,813 SF (1.5 lots)	1,201 SF
1158 Woodside	1901	Significant	2,813 SF (1.5 lots)	1,201 SF
1141 Park	1905	Landmark	4,689 SF (2.5 lots)	1,801 SF
1136 Woodside	1984	Non-Historic	2,813 SF (1.5 lots)	1,201 SF
1129 Park	1895	Significant	5,625 (3 lots)	2,050 SF
1125 Park	1901	Landmark	4,689 SF (2.5 lots)	1,201 SF
1120 Woodside	1905	Significant	2,813 SF (1.5 lots)	1,201 SF
1110 Woodside	1928	Landmark	3,920 SF(2 lots)	1,519 SF
1100 Woodside	1928	Landmark	3,920 SF (2 lots)	1,519 SF
1135 Norfolk	1905	Significant	4,356 SF (2.3 lots)	1,705 SF
1121 Norfolk	1966	Non-Historic	3,920 SF (2 lots)	1,519 SF
1117 Norfolk	1967	Non-Historic	1,875 SF (1 lot)	844 SF
1113 Norfolk	Vacant	n/a	1,875 SF (1 lot)	844 SF
1105 Norfolk	2003	Non-Historic	1,875 SF (1 lot)	844 SF
1101 Norfolk	1900	Landmark	1,875 SF (1 lot)	844 SF

(See Exhibit I – Addresses and Property Boundaries Map for the location of these addresses.)

Aside from an HDDR and Building Permit if the applicant wishes to add an addition to the house, there are no other regulatory processes anticipated for this property. The site is not on a steep slope.

Good Cause

Planning Staff believes there is good cause for the application. Combining the Lots will allow the property owner to move forward with site improvements, which include a possible addition to the historic structure. The plat amendment is necessary in order for the applicants to utilize future plans, and if left un-platted, the property remains as is. Moreover, the plat amendment will resolve the issue of the two (2) existing structure

straddling interior lot lines. Moreover, the plat amendment will utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code (LMC) and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. In approving the plat, the City will gain two (2) ten foot (10') snow storage easements along Woodside and Norfolk Avenues as well as resolve the existing building encroachments over interior lot lines. As discussed previously, the potential density could be reduced if the non-historic garage was demolished and replaced by a new house. At this time, however, the applicant would like to introduce a small addition of 350 square feet footprint and return the site to single family use. The applicant cannot move forward with this addition until the plat amendment has been recorded.

Process
The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No additional issues were raised regarding the subdivision.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input
Public input has been received and has been attached as Exhibit G.

Additional public input may be taken at the regularly scheduled Planning Commission public hearing and at the Council meeting scheduled for September 4, 2013.

Alternatives
- The Planning Commission may forward a positive recommendation to the City Council for the 1127 Woodside Avenue Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the 1127 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the 1127 Woodside Avenue Plat Amendment.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The proposed plat amendment would not be recorded and four (4) existing lots would not be adjoined. Any additions to the historic house would be limited to the existing rear and side lot lines. The garage would continue to encroach over the rear property line of Lots 26 and 7 as well. The non-historic garage could also be removed to create additional density on the site, as well.

Recommendation
Staff recommends the Planning Commission hold a public hearing for the 1127 Woodside Avenue Plat Amendment, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Existing Conditions Survey
Exhibit C – Vicinity Map/Aerial Photograph
Exhibit D – Staff Report for 1127 Woodside Plat, dated May 5, 2005
Exhibit E – Minutes from City Council meeting, May 5, 2005
Exhibit F – 5-25 Ordinance, approved
Exhibit G – Public Input
Exhibit H – Historically Significant Properties Map
Exhibit I – Addresses and Property Boundaries Map

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 13-

AN ORDINANCE APPROVING THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 1127 Woodside Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1127 Woodside Avenue, has petitioned the City Council for approval of the Subdivision; 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 August 14, 2013 to receive input on the proposed subdivision;

WHEREAS, on August 14, 2013 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 4, 2013 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 1127 Woodside Avenue Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 1127 Woodside Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.

6. The existing historic 1,358 square foot home is listed as “Landmark” on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure and possibly an addition to the non-historic garage. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyders Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.
14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation’s setback. The garage sits 1.4’ from the south property line; the current code requires a ten foot (10’) side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required ten foot (10’) side yard setback along the north property line as it is only four feet six inches (4’6”) from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home or would first require the approval of an HDDR shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
5. Two (2) 10 foot wide public snow storage easements are required along the street frontages of the lot along Woodside Avenue and Norfolk Avenue and shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.

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

PASSED AND ADOPTED this ___day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

_____
Dana Williams, MAYOR

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

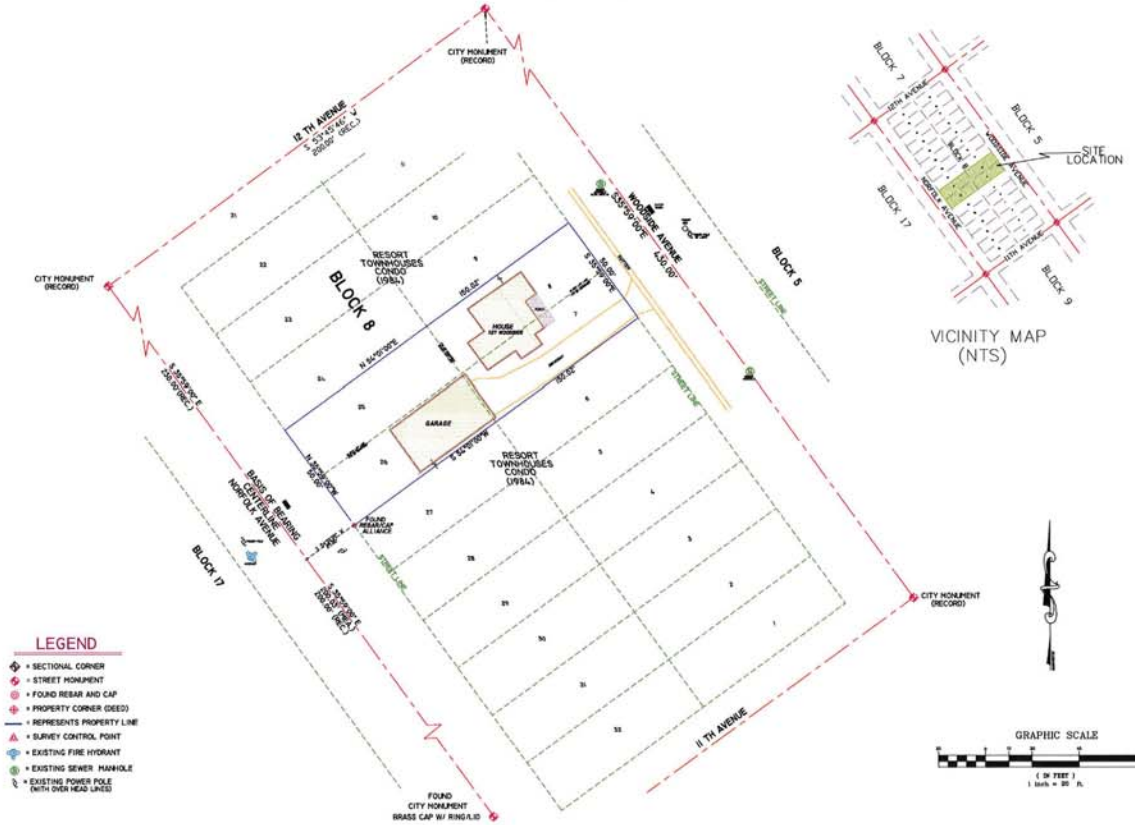
_____

Mark Harrington, City Attorney

RECEIVED
JUN 20 2013
PARK CITY
PLANNING DEPT.

1127 WOODSIDE AVENUE SUBDIVISION

PART OF BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY , UTAH



VICINITY MAP
(NTS)

LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND REBAR AND CAP
- = PROPERTY CORNER (DEED)
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING FIRE HYDRANT
- = EXISTING SEWER MANHOLE
- = EXISTING POWER POLE (WITH OVER HEAD LINES)

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.152956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners,I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

MARCH 26, 2013
DATE

SIGNATURE AND SEAL

BOUNDARY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION. LOCATED IN THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EST, SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

Known all men by these presents that we, all of the _____ undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

1127 WOODSIDE AVENUE SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public us.
In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20_____

ACKNOWLEDGMENT

STATE OF UTAH
County of Summit :
Personally appeared before me this ___ day of _____ 20_____ the following:

who acknowledged to me that __be__ executed the above owners dedication.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____

CONSENT TO RECORD

STATE OF UTAH
County of Summit :
The undersigned lien holder hereby consents to the recordation of the plat

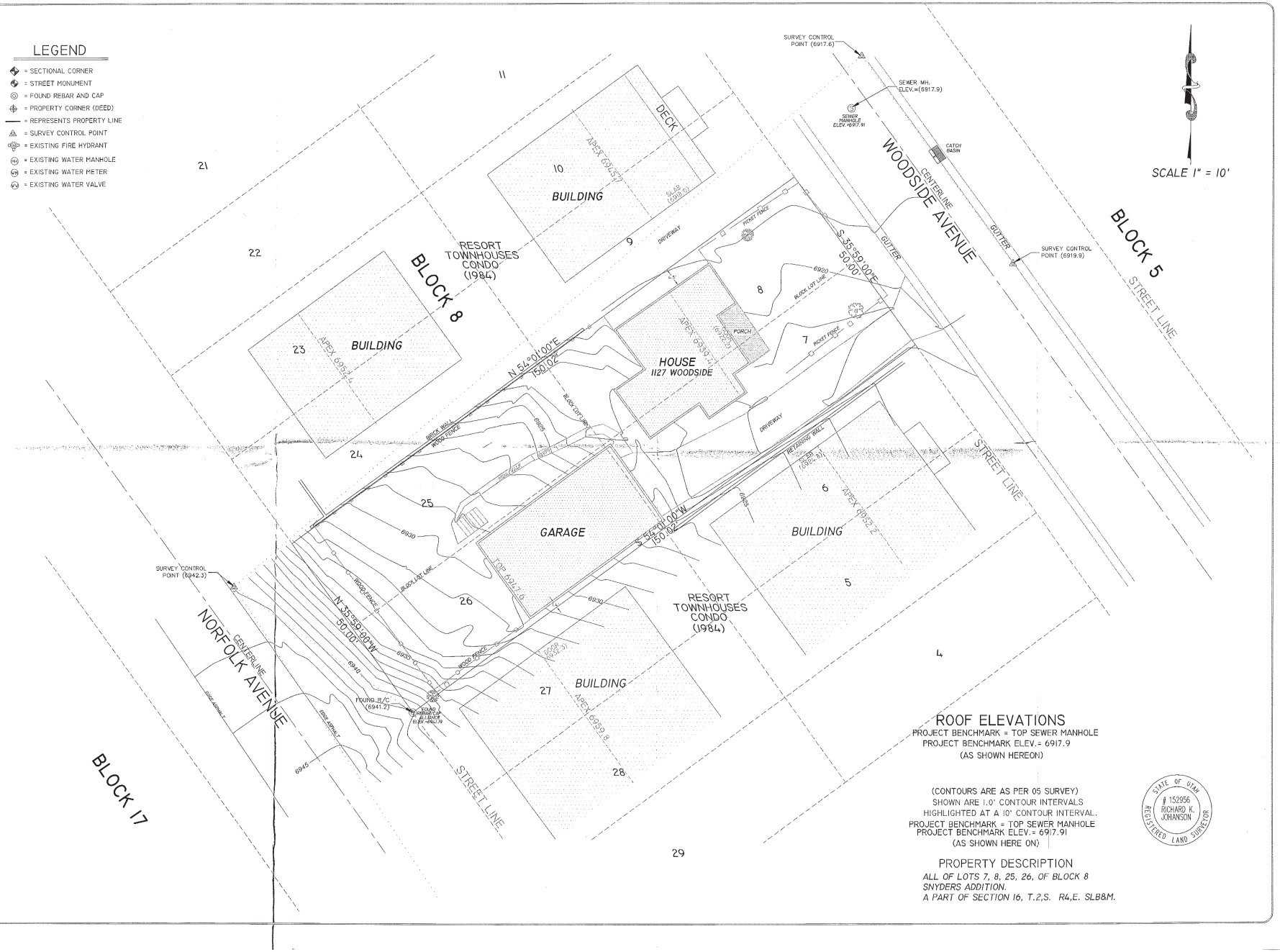
By: _____
Authorized official

The foregoing consent to record was acknowledged before me this _____ day of _____, 20___ by: _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____

SUMMIT COUNTY PUBLIC HEALTH DEPARTMENT	UTAH POWER AND LIGHT	SOUTH SUMMIT FIRE DISTRICT		
Approved and Accepted, this _____ day of _____ 20____ DEPARTMENT OF ENVIRONMENTAL HEALTH BY: _____	Approved and Accepted, this _____ day of _____ 20____ UTAH POWER AND LIGHT BY: _____	Approved and Accepted, this _____ day of _____ 20____ _____ FIRE DISTRICT BY: _____	All lots within this subdivision must meet all building permit requirements at the time of building permit issuance.	LEGEND 0000 INDICATES STREET ADDRESS AS SHOWN ON THE PLAT. TWO NUMBERS INDICATES THAT EITHER MAY BE USED.

PREPARED BY:	CITY ENGINEER	CITY PLANNING COMMISSION	APPROVAL AND ACCEPTANCE	APPROVAL AS TO FORM	COUNTY RECORDER
PROPERTY DESIGN LLC P O BOX 701168 SALT LAKE CITY UT 84170 (801) 495-2541	Approved and accepted by the Park City Engineering Department this _____ day of _____ 20____ _____ DATE _____ CITY ENGINEER	Approved and accepted by the Park City Planning Commission this _____ day of _____ 20____ _____ Chair	On behalf of the Park City Council on this _____ day _____ of _____ 20____ at which time this subdivision was approved and accepted. _____ Mayor _____ City Recorder	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20_____ _____ PC CITY ATTORNEY	STATE OF UTAH COUNTY OF SUMMIT Recorded and filed at the request of _____ DATE _____ TIME _____ ENTRY # _____ FEE _____ _____ COUNTY RECORDER



ROOF ELEVATIONS

PROJECT BENCHMARK = TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.9
(AS SHOWN HEREON)

(CONTOURS ARE AS PER 05 SURVEY)
SHOWN ARE 1.0' CONTOUR INTERVALS
HIGHLIGHTED AT A 10' CONTOUR INTERVAL.
PROJECT BENCHMARK = TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.91
(AS SHOWN HERE ON)

PROPERTY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8
SNYDERS ADDITION.
A PART OF SECTION 16, T.2,S. R4,E. SLB&M.

STATE OF UTAH
152956
RICHARD K. JOHANSON
REGISTERED LAND SURVEYOR

PROPERTY DESIGN LLC
P O BOX 701168
SALT LAKE CITY UT 84170
(801) 496-2541

REVISIONS
DATE | BY | COMMENTS

PROJECT SITE LOCATION
LOTS 7 8 25 26
BLOCK 8
PARCK CITY UT
SNYDERS ADDITION

SURVEYED BY:
DRAWN BY: BECCH
DATE: 02

1127 WOODSIDE AVENUE
BUILDING ELEVATIONS

FOR: EMILY CARLSON
PROJ: 1127 WOODSIDE DWG
JOB NO: R-13-002

SHEET 1 OF 1
APR 17 2013



City Council
Staff Report

PLANNING DEPARTMENT

Planner: **Jonathan Weidenhamer**
Subject: **1127 WOODSIDE AVENUE REPLAT**
Date: **May 5, 2005**
Type of Item: **Administrative**
Applicant: **Shannon and Missy O'Neal**
Zone: **Historic Residential – (HR-1)**

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND
The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS
The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

complying structure in relation to its side yard setback to the south (3' will be required for the combined lot, currently 1.4' exist); and in terms of its height. A detached accessory building is limited to 18' in height. The garage on these lots is approximately 21' in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.

Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24' deep driveway, which will be eligible for a tandem space.

NOTICE

Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS

Ordinance
Exhibit A – Proposed Subdivision Plat
Exhibit B - Site Photo

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

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

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

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

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

minimum of 15’ with a total of 30’. The house and garage meet these requirements.

10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5’ and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4’ and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18’. The detached garage is currently 21’ in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

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

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.

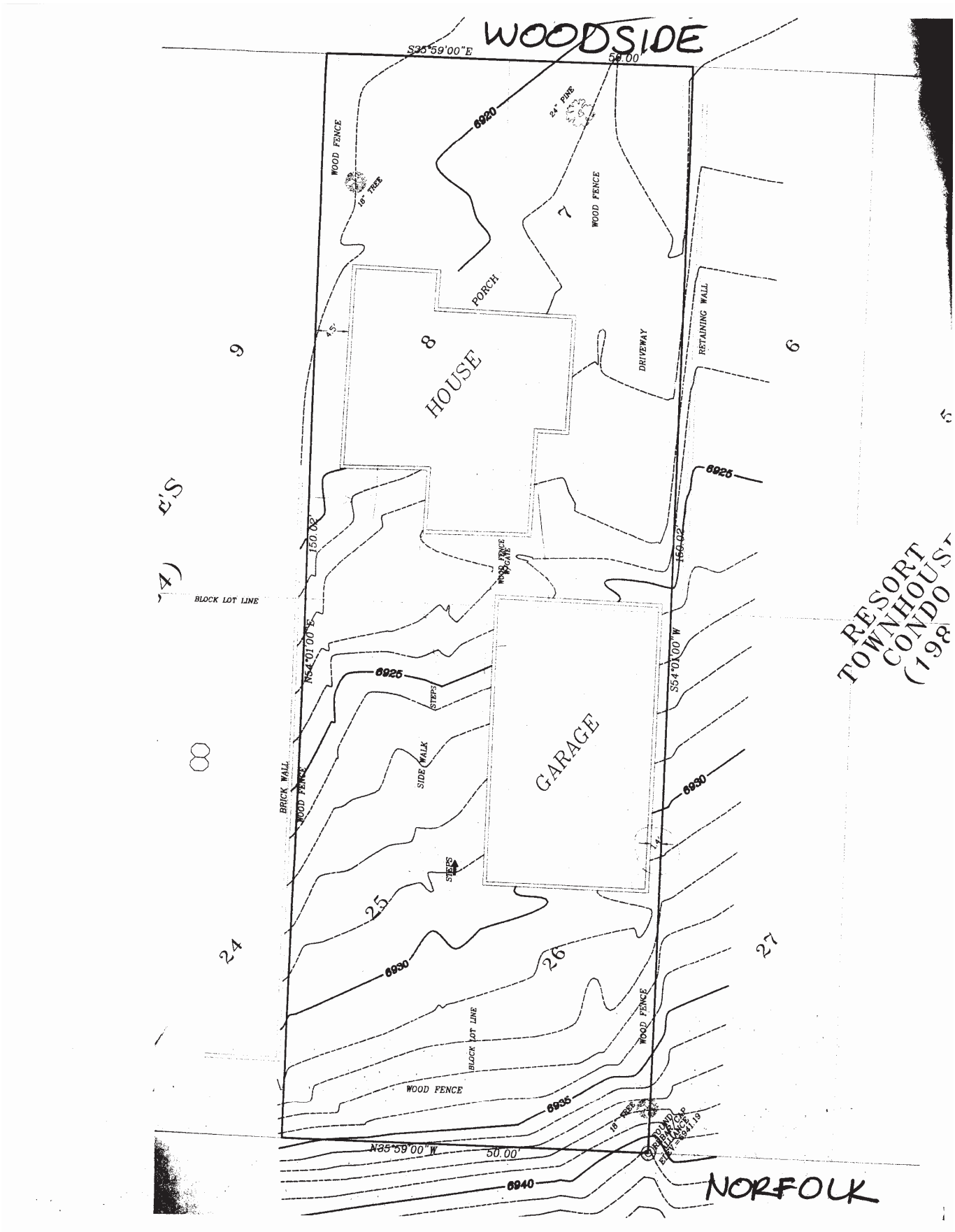
The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year’s time, this approval and the plat will be void.

No building permits shall be issued prior to the final recordation of the plat at the County Recorder’s Office.

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

PASSED AND ADOPTED this 5th day of May, 2005.

1127 WOODSIDE AVENUE REPLAT
LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY UTAH
NORTH
SURVEYOR'S CERTIFICATE
PRELIMINARY
BOUNDARY DESCRIPTION
PROPERTY DESCRIPTION
SUBDIVISION DESCRIPTION
OWNER'S DEDICATION
CONSENT TO RECORD
ACKNOWLEDGEMENT
RESORT TOWNHOUSES (1981)
RESORT TOWNHOUSES (1981)
WOODSIDE AVENUE
PRESCOTT STREET
BLOCK 9
LEGEND
LOCATION MAP
(NTS)
LAND DESIGN LLC
PLANNING COMMISSION
CITY COUNCIL APPROVAL AND ACCEPTANCE
SNYDERS ADDITION TO THE PARK CITY SURVEY
SNYDERS ADDITION TO THE PARK CITY SURVEY
SOUTH SUMMIT FIRE DISTRICT
SEWER BASIN SPACE IMPROVEMENT DISTRICT
RECORDED


WOODSIDE
S35°59'00"E
50.00
6920
24" PINE
WOOD FENCE
16" TREE
7
WOOD FENCE
PORCH
4.5'
8
HOUSE
DRIVEWAY
RETAINING WALL
9
6
6925
150.02
WOOD FENCE
GATE
BLOCK LOT LINE
N54°01'00"E
150.02
S54°01'00"W
6925
STEPS
SIDE WALK
BRICK WALL
WOOD FENCE
GARAGE
6930
STEPS
25
26
24
27
6930
BLOCK LOT LINE
WOOD FENCE
WOOD FENCE
6935
18" TREE
IRON PIPE FOUND
N35°59'00"W
50.00
6940
NORFOLK

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 5, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 5, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jonathan Weidenhamer, Planner; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

Budget document - Mike Sweeney, HMBA, asked that the budget document be made available to citizens so they can follow the work session discussions and are better prepared. Services like snow removal are of interest to merchants. It was explained that it will be available on the Internet in its entirety and there are currently hard copies of the budget for public review at the Marsac Building and the Library.

IV MINUTES OF MEETING OF APRIL 21, 2005

Marianne Cone, "I move we approve the Minutes of the meeting of April 21, 2005". Joe Kernan seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat **(motion to continue to May 26, 2005)** – The Mayor requested a motion to continue. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Ordinance approving the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision which will combine Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of record – Jonathan Weidenhamer explained that the application proposes the combination of four lots into one. There is an historic home and a garage on the property and the applicants would like to build an addition on the rear of the residence. The Planning Commission held a public hearing where no input was received and forwards a positive recommendation. The Mayor opened the public hearing and hearing no comments, closed the hearing.

Ordinance No. 05-25

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD – 1127 WOODSIDE AVENUE

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

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

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

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

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

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

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements.
10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5' and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4' and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18'. The detached garage is currently 21' in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

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

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

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

PASSED AND ADOPTED this 5th day of May, 2005.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, Mayor

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

EXHIBIT A

1127 WOODSIDE AVENUE REPLAT
LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY UTAH
NORTH
RESORT TOWNHOUSES (1981)
RESORT TOWNHOUSES (1984)
BLOCK 9
SILVER STAR DRIVE
WOODSIDE AVENUE
LOCATION MAP
LEGEND
OWNER'S DEDICATION
SURVEYOR'S CERTIFICATE
PRELIMINARY
ACKNOWLEDGEMENT
CONSENT TO RECORD

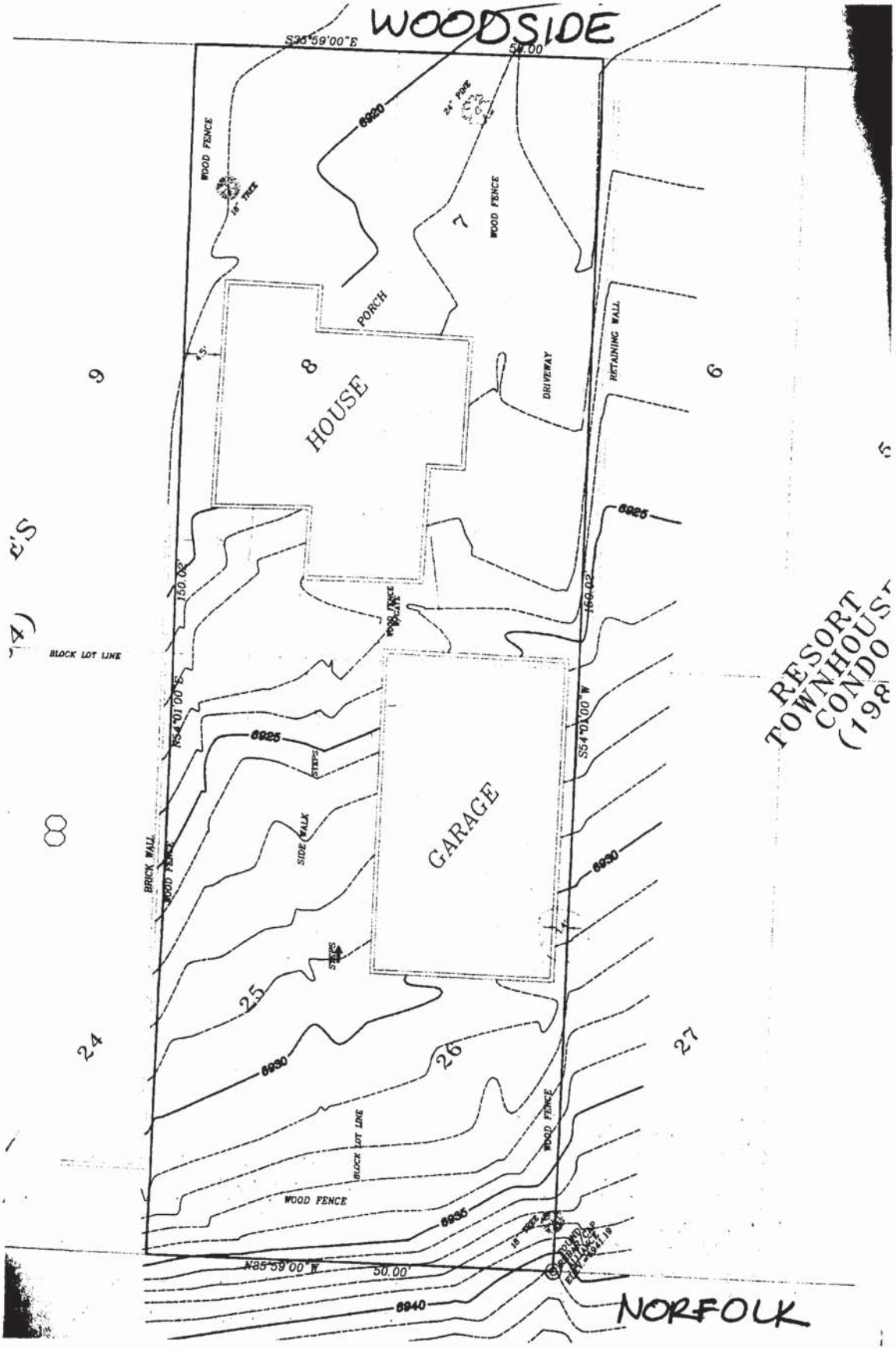


Exhibit B – Site Survey

Anya Grahn

From: Brian Van Hecke <bvhutah@gmail.com>
Sent: Monday, July 22, 2013 12:18 PM
To: Anya Grahn
Cc: Thomas Eddington
Subject: 1127 Woodside Avenue

Hi Anya,

Nice speaking with you today regarding 1127 Woodside Avenue and the request to combine 4 Old Town lots.

This is a great historic home that truly represents Park City's long and vibrant history. I've walked by the house for years and always admired it.

As discussed, I would like to express my general concern and the danger of lot combinations in historic Old Town. As you know density is already a major issue within Old Town. Developers and many property owners have been building and/or adding on to homes that are way beyond scale of historic standards.

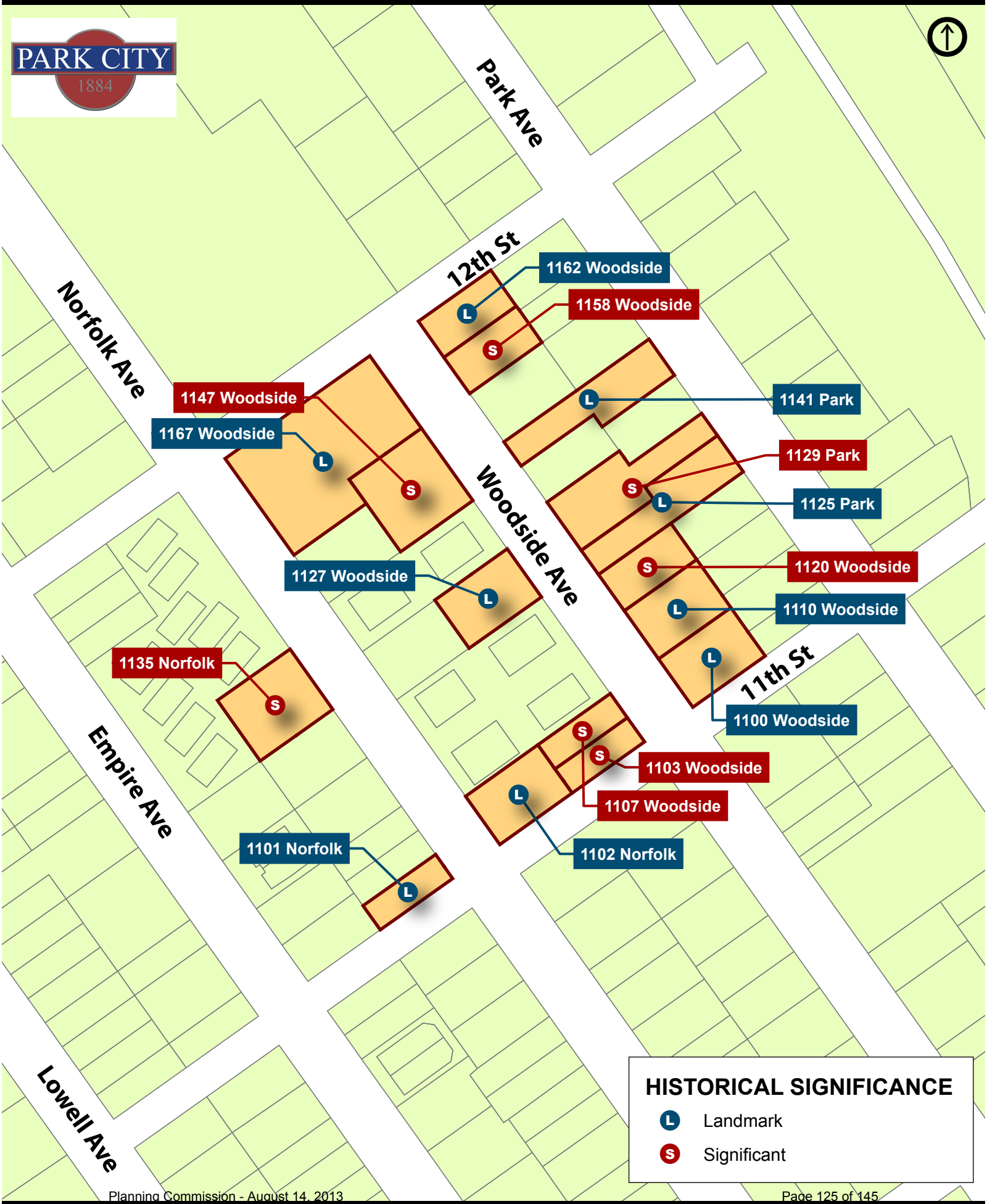
Although the request to combine the lots may seem reasonable it's very important to only consider lot combinations when true plans are also presented (at the same time) as the basis for the lot combination request. What are the plans of the owner? What is the basis for the request?

I appreciate your review and efforts to help protect historic Old Town Park City. Please help to maintain the historical integrity of Old Town Park City.

Regards,

Brian
1101 Empire Avenue
435.901.1500

HISTORICALLY SIGNIFICANT PROPERTIES | PARK CITY, UTAH



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ADDRESSES AND PROPERTY BOUNDARIES | PARK CITY, UTAH



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Commissioner Hontz noticed when reading that Staff report that her husband, Jonathan Weidenhamer, had written the Staff report in 2005 for 1127 Woodside Avenue. She did not believe that presented a conflict or would affect her decision this evening.

CONTINUATION(S) – Public hearing and continue to date specified.

1. Land Management Code – Amendments to Chapter 2.4 – Historic Residential-Medium Density (HRM) District

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE the LMC Amendments to Chapter 2.4 – Historic Residential Medium Density District to August 28, 2013. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

2. 7905 Royal Street – Record of Survey Amendment
(Application PL-13-01968)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 7905 Royal Street to August 28, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 1127 Woodside Avenue – Plat Amendment
(Application #PL-13-01893)

Planner Anya Grahn reported that the property owners at 1127 Woodside Avenue were requesting a plat amendment to combine four lots of record into one lot. The lots include Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition. The existing 1904 Landmark house currently straddles the interior lot lines between Lot 7 and 8. There is also a legal non-conforming non-historic garage that encroaches between Lots 7 and 26.

Planner Grahn stated that the house and garage do not meet the current side yards setbacks. She noted that the Chart on page 101 of the Staff report incorrectly showed that the required side yard setbacks were 10 feet. The required side yard setbacks are actually 5 feet. The house is 4.5 feet from the north side yard setback. The garage is 1.4 feet from the south side yard setback. The garage was also 19 feet tall, which exceeds the 18-foot height requirement for an accessory structure. Planner Grahn stated that the house and the garage conform to the front and rear yard setbacks and the house meets the maximum height requirement. The garage and the house were both below the maximum building footprint as existing.

Planner Grahn explained that the applicant was requesting this plat amendment in order to move forward with an HDDR. The Staff met with the applicant in February to discuss the options for possibly adding a small addition to the house. At that time the applicant was also considering connecting it to the garage. However, in talking with the architect it appears she only plans to add a mud room and a bedroom, which would add approximately 335 square feet of footprint to the historic house.

Planner Grahn pointed out that any new additions would have to comply with the setbacks required by the Land Management Code as well as the Historic District Design Guidelines. An accessory apartment above the garage was approved in 1992. As it sits now the property is similar to a duplex because of the accessory apartment above the garage and the house. Planner Grahn clarified that the owner intends to use it as a single-family property and not have renters.

Planner Grahn noted that the total square footage of the house and the garage was 2,672 square feet, which includes the footprint and the upper levels. She noted that 2,672 was the number calculated by the architect, but it does not correspond to the Summit County Recorder's information provided on the chart. She stated that this was not the first time the Staff has found that the Summit County Recorder has incorrect information.

Planner Grahn remarked that the amendment of the four lots would create one of the largest lots in the neighborhood, as outlined in the comparison chart on page 102 of the Staff report. Other larger plat amendments were seven lots at the Park City Mechanical Arts Building, as well as a plat amendment of three lots at 1140 Woodside. She noted that the majority of the lots in the neighborhood were between 2 and 2-1/2 lot combinations.

The Staff found good cause for this application because moving the interior lot lines would help the applicant improve the site. It also allows the City to gain a 10-foot wide snow storage easement along Woodside and Norfolk Avenue. At the same time, Planner Grahn thought they needed to be sensitive to the fact that there is a historic Landmark home on the property and, therefore, not allow a property owner to maximize the footprint.

In researching past applications, they found that in June 2011 the Planning Commission approved a plat amendment at 929 Park Avenue that actually set a footprint limitation. That application was a plat amendment for two full lots and the remnants of two additional lots. There was also a historic house that straddled interior lot lines. At that time the Planning Commission added a condition of approval that included a reduction of footprint based on the Land Management Code Footprint Formula.

Planner Grahn stated that if they were to do the same for 1127 Woodside, the four lots currently equate to 7,501 square feet and the footprint formulate calculates 2,461 square feet. She pointed out that it would not limit the footprint but there was the potential to negotiate an average for what is should be.

Planner Grahn referred to a wooden fence along the south property line and suggested adding a condition of approval requiring an encroachment agreement if one does not already exist, to settle any issues that may arise with the fence.

Commissioner Strachan asked Planner Grahn for the footprint limitation. Planner Grahn stated that after looking at it again, she would suggest 2,100 square feet. Currently, the maximum footprint could be 2,461. It would give the applicant some flexibility in adding the addition or possibly changing the non-historic garage in the future.

Jonathan DeGray, representing the applicant, was comfortable with reducing the footprint as long as it allowed the owner to improve the historic home to make it more livable by adding a mud room and a small bedroom. They were looking for an additional 350 square feet. If the 2,100 square feet proposed by Planner Grahn would allow for that expansion, he would not be opposed.

Commissioner Savage clarified that 2,100 square feet would allow for the proposed expansion plus a little extra.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Hontz supported the Staff recommendation, with proposed changes to the Findings of Fact and Conditions of Approval. Planner Grahn referred to Finding 7 and removed the language "…and possibly an addition to the non-historic house", since the owner was no longer considering an addition to the garage. The new finding should read,

The applicant is considering a rear addition to the historic structure. Thus far no HDDR application has been submitted." The remainder of the last sentence was also deleted.

Planner Grahn noted that Findings 14 and 15 should be corrected to reflect a 5 foot side yard setback instead of a 10 foot side yard setback.

Planner Grahn noted that Condition 7 should be added to address the 2,100 square foot footprint limitation. Mr. DeGray clarified that he was comfortable with the square footage, but he wanted to check the math to make sure it would allow for the 350 square foot addition.

The Commissioners discussed revisions to Finding 11. Assistant City Attorney McLean recommended that they keep the first sentence because it adds justification to why they were limiting the footprint. They could then add that the owner consents to limiting the size to 2100 square.

Commissioner Hontz suggested that they should also reference historically significant and landmark structures to justify the limitation.

The first sentence of Finding 11 was revised to read, "The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; and the owner consents to limiting the size to 2,100 square feet; however…."

Commissioner Hontz referred to Condition of Approval 3, and suggested adding a comma after the word "home", and another comma after the "HDDR". She felt the commas made the sentence easier to read and understand.

Commissioner Hontz referred to Condition 5 and recommended changing "Two (2) 10' wide public snow storage easements…" to read, "One 10-foot wide public snow storage easement is required along the street frontage of Woodside and one 10-foot wide public snow storage easement is required along the street frontage of Norfolk Avenue." She thought it was better to separate the two for clarity.

Mr. DeGray reiterated his concern about making sure the footprint numbers were accurate before they were memorialized in a condition of approval. Commissioner Hontz stated that the Staff could bring back the Findings and Conditions for ratification to allow Mr. DeGray to work with the Staff to check the numbers before it goes to the City Council. If the number is different than 2,100 square feet, the Planning Commission could discuss it at that time.

Commissioner Savage pointed out that having to come back to the Planning Commission would delay the process for the application. Commissioner Strachan suggested that Mr. DeGray and Planner Grahn step into the hall and work out the math, and come back with revised Findings and Conditions that the Planning Commission could ratify this evening. The Commissioners concurred.

Planner Grahn and Mr. DeGray left the room and the Planning Commission moved to the next item on the agenda.

Planner Grahn and Mr. DeGray later returned with agreement on the square footage and the revised Findings and Conditions.

Commissioner Hontz referred to the table on page 102 of the Staff report and clarified that per the Summit County Recorder, the 1,358 square feet was in the actual structure and not a footprint. Planner Grahn replied that this was correct. However, in re-measuring the house, Mr. DeGray found that the actual size is 2,672 square feet, including the garage. She pointed out that if the Summit County Recorder's office was that far off on this property, she could only imagine the discrepancies with the rest of the properties on the street.

Commissioner Hontz wanted to know the square footage of the Landmark structure at 1127 Woodside without the garage. Mr. DeGray could not recall the actual square footage of the house, but the footprint was calculated at just under 800 square feet. The basement was 400 square foot basement and there was 250 square feet upstairs. He estimated the square footage to be approximately 1400 square feet. Commissioner Hontz believed that 2,100 square feet would allow significantly more than the 350 square feet needed for the addition. Mr. DeGray calculated that there was a little over 800 square feet in the existing house in footprint and they were looking for an additional 350 square feet.

Commissioner Hontz wanted to address the house separately from the garage, because in order for the garage footprint to expand, it does not meet the Code in terms of setbacks. Mr. DeGray emphasized that the owner did not want to expand the footprint of the garage, and he was willing to make that a condition of approval.

Assistant City Attorney McLean pointed out that the garage is not historic and it could be torn down in the future and a new garage built. Commissioner Savage thought the condition should address the house. If someone wanted to change the garage they would have to submit a different application. Director Eddington stated that they should limit the square footage of the house to 1200 square feet in one condition, and state in a separate condition that the square feet footprint of the garage would not exceed 880 square feet either as is or if it was torn down and replaced.

Commissioner Hontz stated that in looking at the table on page 102 she thought the 1200 square feet for the footprint limitation of the historic house made sense, because they were trying to replicate the pattern and limitations and footprints they see in the existing structures. She wanted to continue to maintain the compatibility she sees in the charts.

Assistant City Attorney McLean reiterated her concern that because the garage is not historic, they have no way of knowing what might happen in the future. If someone wanted to attach a garage that meets the Historic District Guidelines, they would normally be entitled to do that. It would be confusing in the future to decipher what would be permitted or not, with a plat note that talks about the existing garage. Commissioner Strachan stated that someone could come in for a plat amendment to amend the plat for the garage. He asked if a plat amendment for the garage would create a legal problem. Ms. McLean stated that it creates additional hurdles. She recognized that if the applicant's representative was willing to accept a condition of approval it should not be a problem.

Commissioner Savage suggested that they restrict the total allowed footprint on the lot to 2100 square feet and the footprint for the house could not exceed 1200 square feet. It would constrain the size of a garage but it would not prohibit anything as long as it stays within the total footprint. Mr. DeGray pointed out that this was a Landmark structure and it would have to go through a full HDDR. Expanding the home beyond a reasonable notion would be prohibited by the Landmark status.

Speaking on behalf of his client who was out of town, Mr. DeGray stated that a maximum of 2100 square feet, with the understanding that it is a Landmark structure and would have to go through an HDDR, would be most appealing.

Commissioner Hontz suggested that they add Condition 7 to read, "The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet." The Commissioners concurred.

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the Plat Amendment at 1127 Woodside Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report and as amended. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 1127 Woodside</u>

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.
6. The existing historic 1,358 square foot home is listed as "Landmark" on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyder's Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.

14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law – 1127 Woodside

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 1127 Woodside

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue and one (1) ten foot (10') wide public snow storage easement will also be required along the street frontage along Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

2. 7620 Royal Street – Record of Survey Amendment

Planner Whetstone provided a handout of the plat with a change to the square footage being proposed for Unit 401. The revised ordinance was also provided.

Planner Whetstone reviewed the request to amend Unit 401 of the Royal Plaza Condominiums, a condominium project located at Silver Lake. The amendment would convert limited common deck and chimney area to private area for Unit 401. Planner Whetstone noted that the net increase would be 40 square feet. She noted that the Staff report incorrectly showed the net increase of 66 square feet due to a problem with CAD doing the survey. The plat that was submitted with the application stated that the new unit would be 66 square feet that what was currently platted. The Staff calculated a net increase of 40 square feet and the number needed to be amended. Planner Whetstone noted that the correct increase of 40 square feet would be recorded in the square footage of Unit 401.

Planner Whetstone reported that this was the third amendment to the Royal Plaza; however unit 401 has never been amended. In 2009 the Staff relooked at the units and found that they needed to add a significant amount of UEs. At that time the Deer Valley Master Plan was amended to account for that.

Planner Whetstone referred to an analysis in the Staff report comparing the permitted through the MPD/CUP and the proposed. The applicant requested an increase of 40 square feet and that change was reflected in the first paragraph of the ordinance.

Planner Whetstone noted that the project must comply with the Deer Valley Master Plan. The Staff reviewed the request and recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended to correctly reflect the correct Unit Equivalent Addition of .02 unit equivalents, as opposed to .03.

HOGGAN LEE HUTCHINSON

Justin Keys
Justin@hlhparkcity.com
Direct: 435.731.9195

May 23, 2025

VIA EMAIL

Park City Municipal Corporation
Park City Planning Commission
PO Box 1480
Park City, Utah 84060

Re: 1127 Woodside Plat Amendment

Dear Commissioners,

This firm represents Monique Sanders, the owner of the property located at 1127 Woodside Avenue, Park City, Utah 84060. On behalf of our client, we respectfully submit this letter in support of the requested plat amendment (Application # PL-24-06317) for 1127 Woodside Avenue, which seeks to revise Plat Note 3 to allow a total building footprint of 2,461 square feet, consistent with the formula set forth in the HR-1 zoning code. As explained below, the proposed amendment is compliant with applicable code requirements, respects the intent of historic preservation policies, and meets the City's standards for a finding of Good Cause.

1. *The proposed plat amendment does not create non-compliance with the requirements of the HR-1 zone.*

The proposed plat amendment complies with the Land Management Code (the "LMC"). The HR-1 zone permits a building footprint of 2,461 square feet for a 7,501 sq. ft. lot like this one.[1] However, the current recorded plat artificially restricts that footprint to 2,100 sq. ft.—not due to any zoning requirement but based on concerns raised in 2013 that a future addition could visually overwhelm the Landmark Historic Structure.

The applicant is not seeking a variance or departure from the Land Management Code. Rather, the proposed amendment would bring the plat into alignment with the square footage the HR-1 zone already authorizes. The lot was lawfully created and recorded in 2014, in full compliance with the applicable code at that time. Although the previous staff report cites that a Non-Complying Structure may not be altered or enlarged, this is a legal non-complying lot, not a "Non-Complying

[1] LMC § 15-2.2-3(E).

Structure."[2] The code section for Building Footprint calculations in the HR-1 zone explicitly allows homes on lots larger than the zoning limit of 3,750 sq. ft. to have a larger footprint than would be allowed on a 3,750 sq. ft. lot by using the same Building Footprint limit calculation on all lots up to 18,750 sq. ft.[3]

2. The proposed structure honors the intent behind the 2013 footprint restriction

Beyond complying with the LMC's requirements for the property, the proposed new structure on the lot is not at odds with the intent of Plat Note 3. The original 2,100 sq. ft. cap was imposed to prevent a single massive addition that would "engulf the Landmark Historic Structure."[4] That risk does not exist here.

The additional footprint will be applied to a detached accessory structure located to the rear of the lot, along Norfolk Avenue, and fully screened from Woodside. This design preserves the visual prominence of the Landmark Historic Structure. It does not "engulf" or dominate the historic house and is far more respectful of its character than what the code would otherwise allow if applied aggressively. This satisfies the exact intent behind the 2013 condition. In fact, it furthers the purposes of Plat Note 3 by using up the remaining Building Footprint allotted by the LMC which will prevent any future additions to the Landmark Historic Structure.

3. The proposed plat amendment meets the Park City's standard for Good Cause

The proposed plat amendment should be approved because it meets the required "Good Cause" standard. "Good Cause" as: "Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City, and furthering the health, safety, and welfare of the Park City community."[5]

This property was originally comprised of four Old Town lots, which would support a total allowable footprint of 2,461 square feet under the HR-1 zoning formula. There is Good Cause for the First Amended 1127 Woodside Subdivision because it would allow the construction of an accessory dwelling unit that provides additional housing opportunities in an area that is suffering from a housing shortage. The Applicant is even open to a deed restriction precluding nightly rental of the accessory dwelling unit to ensure year-round housing in this location.

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[2] Exhibit A, Staff Report from Merideth Covey on 1127 Woodside Avenue to Planning Commission 9 (April 23, 2025).
[3] LMC § 15-2.2-3(E).
[4] Exhibit B, Staff Report from Anya Grahn on 1127 Woodside Avenue Plat Amendment to Planning Commission 3 (August 14, 2013).
[5] LMC § 15-15-1.

Any potential visual impacts have been mitigated by careful design to ensure compatibility with the neighborhood. The proposed accessory structure will be compatible with the neighborhood and consistent with surrounding architecture in both design and scale. It will not appear out of place or visually intrusive. In fact, the accessory dwelling unit's roof peak will sit lower than those of the adjacent condominium buildings on either side of the property.

The requested plat amendment represents a modest and appropriate adjustment that brings the recorded plat into alignment with the development standards of the HR-1 zone. It is consistent with the historic preservation goals of the City, achieves the intent of the 2013 condition in a more precise and fact-based manner, and offers clear public and neighborhood benefits. The applicant has demonstrated Good Cause as required by law.

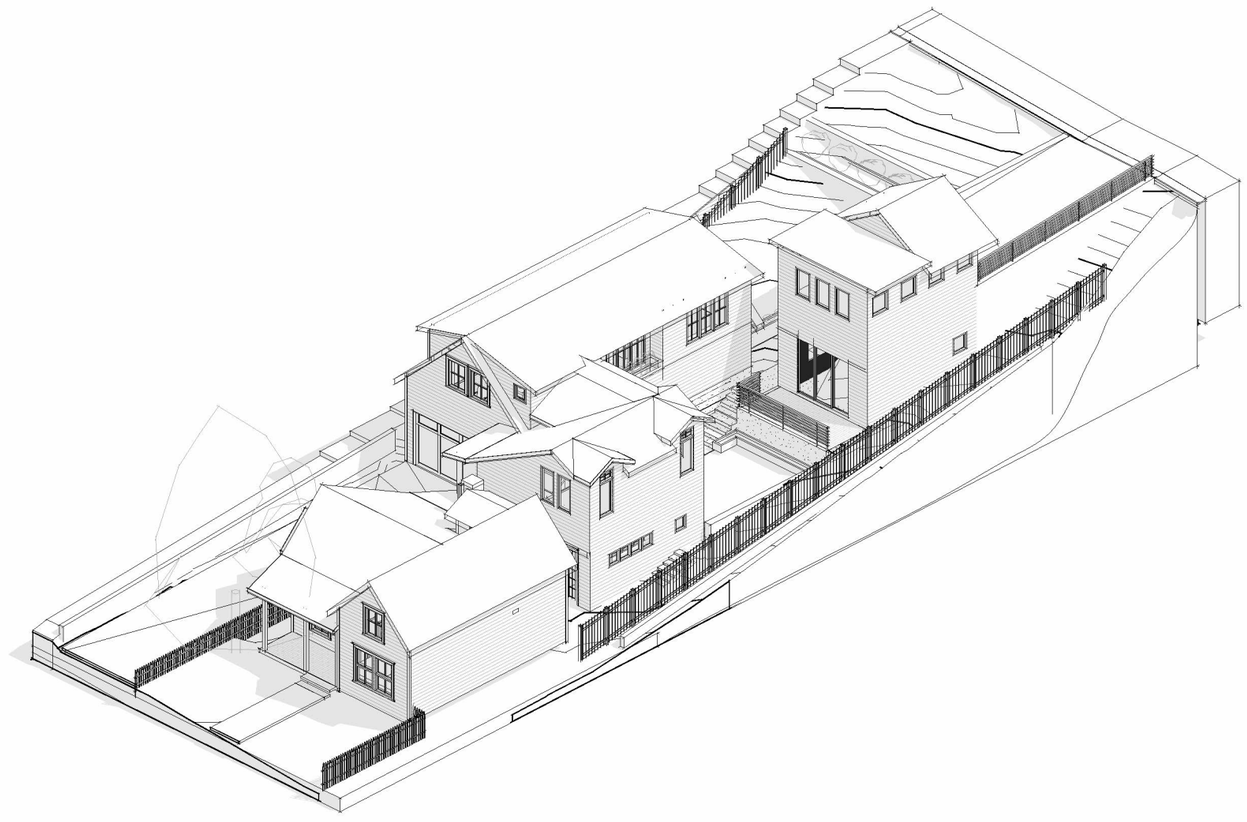
We respectfully request that the Planning Commission approve the amendment. We appreciate your efforts on our behalf. Please feel free to contact me if you have any questions regarding this request.

Very Truly Yours,
HOGGAN LEE HUTCHINSON



Justin J. Keys

1127 Woodside Sanders



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A202	upper level exising/demo
A203	upper floor plan
A204	ADU SUITE PLAN
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A402	roof plan existing/demo
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instudio design

SHERI RUSSELL INTERIOR DESIGNER
435.640.8997 admin@instudiodesign.com
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE

1127 WOODSIDE AVE, PARK CITY, UTAH

Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

index

A000

construction notes

FRAMING

1. ALL DIMENSIONS ON FLOOR PLANS ARE TO ROUGH FRAMING 2x4 WALLS CALCULATED TO BE 3 1/2" WIDE, 2X6 WALLS CALCULATED TO BE 5 1/2" WIDE.
2. BUILT UP BEAMS OF 2x MEMBERS SHALL BE SPIKED TOGETHER WITH NOT LESS THAN 16d NAILS AT 16" O.C. ON ALL EDGES. ALTERNATE WITH BOTH SIDES
3. ALL STRUCTURAL SHEATHING SHALL BE APA RATED AND SHALL NOT EXCEED MAXIMUM SPAN RATING. FLOOR SHEATHING SHALL BE T & G GAP WAFER BOARD SHEATHING. GLUED AND SCREWED TO TOP FLANGE OF JOIST
4. TRUSSES SHALL BE ENGINEERED AND CONSTRUCTED BY MANUFACTURER AND GUARANTEED TO WITHSTAND LOADS AS REQUIRED BY LOCAL CODES. PROVIDE CALCULATION AT TIME OF TRUSS SUBMITTAL.
5. ALL BI-PASS DOORS SHALL BE FRAMED 1" SMALLER IN WIDTH THAN THE DOOR. EXAMPLE: A 4'-0" SLIDER SHALL HAVE A 47" R.O. FURTHER MORE BI-FOLD DOORS SHALL BE FRAMED D1 WIDER THAN DOOR AND 82" IN HEIGHT. (VERSES 83" IN HEIGHT FOR A BI- PASS DOOR)
6. ALL BEARING AND NON BEARING FRAMING SHALL BE AT 16" O.C. U.N.O.
7. FRAMING TO INCLUDE ALL FUR DOWNS, PLANT SHELVES, AND CEILING JOINTS AS PER PLAN.
8. INSTALL 3 STUDS AT CORNERS FOR NAILING
9. WHERE NOT NOTED OTHERWISE CONNECT ALL WOOD TO CONCRETE, WOOD TO STEEL, AND WOOD TO WOOD, EXCEPT STUD TO PLATE OR TJI TO PLATE WITH METAL CONNECTORS WITH SIMPSON TIE OR EQUAL.
10. ALL MULTIPLE PLATES AND LEDGERS SHALL BE NAILED TOGETHER WITH 16d NAILS AT 8" O.C. NO MORE THAN TWO SILL PLATES CONNECTED TO THE FOUNDATION WITH "J" BOLTS THROUGH BOTH MEMBERS ARE ALLOWED WITHOUT ENGINEERING. MULTIPLE MEMBER LEDGERS ARE NOT ALLOWED WITHOUT ENGINEERING SHOWING THE FASTENING IS ADEQUATE.
11. BLOCK ALL HORIZONTAL EDGES OF PLYWOOD WALL SHEATHING WITH 2" NOMINAL BLOCKING. BLOCK ALL EDGES OF PLYWOOD ON FLOORS AND ROOFS AS DETAILED.
12. ALL LEDGER BOLTS SHALL HAVE PLATE WASHERS WITH A MIN DIAMETER EQUAL TO 3 TIMES THE BOLT DIAMETER UNLESS SHOWN OTHERWISE IN DETAILS.
13. MINIMUM NAILING SHALL BE AS PER TABLE 602.3(1) OF THE 2015 IRC.
14. FASTENERS SUCH AS STAPLES CAN ONLY BE SUBBED FOR NAILS AT A RATE EQUAL TO LOAD VALUES PROVIDED BY ICBO APPROVAL. HOWEVER ALL FLOOR SHEATHING MUST BE FASTENED WITH CONTINUOUS GLUE BEAD AND RING SHANK NAILS (NO SUBSTITUTION PERMITTED)
15. PROVIDE HOLD DOWNS AT SHEAR WALLS AS INDICATED ON THE STRUCTURAL PLANS.
16. WOOD BEAMS CONSISTING OF TWO OR MORE PIECES SHALL HAVE THE PIECES SECURELY BOLTED OR NAILED TOGETHER TO PREVENT SEPARATION AND INSURE MUTUAL LOAD SHARING, EACH INTERCONNECTED PIECE SHALL BE CONTINUOUS BETWEEN SUPPORTS, AND SUPPORTS SHALL HAVE THE SAME WIDTH AS THE COMPOSITE BEAM.
17. SHELVES IN WALK IN CLOSETS TO BE 16" IN DEPTH. SHELVES IN OTHER CLOSETS TO BE 12". IN CLOSETS WITH DOUBLE SHELVES, UPPER SHELF TO BE AT 84" AND LOWER SHELF TO BE AT 42". IN CLOSETS WITH SINGLE SHELVES, SHELF SHALL BE SET AT 72" ABOVE FINISHED FLOOR.STUD WALLS OVER 10' HEIGHT SHALL BE FIRE BLOCKED PER SECTION 602.8 OF THE 2015 IR
18. ALL WOOD IN CONTACT WITH CONCRETE OR WITHIN 6" OF FINISHED GRADE SHALL BE PRESSURE TREATED OR REDWOOD, OR ANY EXPOSED WOOD WITH BE PRESSURE TREATED OR WEATHER RESISTIVE TREATED TYPICAL.

ELECTRICAL

1. R315.2.1 CARBON MONOXIDE DETECTORS SHALL BE SUPPLIED IN ROOMS WHERE THERE ARE FUEL FIRED APPLIANCES AND AT ROOMS WITH DIRECT CONNECTIONS WITH GARAGE
2. R315.3 CARBON MONOXIDE DETECTORS SHALL BE INSTALLED OUTSIDE A SLEEPING AREA IN THE IMMEDIATE VICINITY.
3. R315.4 CARBON MONOXIDE / SMOKE DETECTOR COMBINATIONS SHALL BE ALLOWED IN LUE OF SMOKE DETECTORS
4. R315.5 CARBON MONOXIDE DETECTORS SHALL BE HARD WIRED AND HAVE A BATTERY BACK UP
5. SMOKE DETECTORS SHALL BE INSTALLED IN SLEEPING ROOMS WITHOUT A FUEL FIRED APPLIANCE.
6. SMOKE DETECTORS SHALL BE HARD WIRED AND HAVE A BATTERY BACK UP.
7. BATHROOM RECEPTACLE OUTLETS SHALL BE SUPPLIED BY DEDICATED 20 AMP BRANCH CIRCUIT WITH NO OTHER OUTLETS.
8. INCANDESCENT CLOSET LIGHTING SHALL BE 18 MINIMUM FROM COMBUSTIBLES MEASURE HORIZONTALLY. 6" HORIZONTALLY IS PERMITTED FOR FLUSH FIXTURES AND FLORESCENT FIXTURES.
9. GROUND FAULT CIRCUIT PROTECTION REQUIRED FOR ALL 110V, SINGLE PHASE 15 AND 20 AMP RECEPTACLES IN BATHROOMS, GARAGES AND OUTDOORS WHERE THERE IS A DIRECT GRADE LEVEL ACCESS TO DWELLINGS AND POWER POLES. GFI ALSO REQUIRED FOR ALL COUNTER TOP LEVEL KITCHEN RECEPTACLES. GARAGE OUTLETS MUST BE A MIN OF 18" ABOVE FLOOR.
10. ALL INCANDESCENT LIGHTING FIXTURES RECESSED INTO INSULATED AREAS SHALL BE APPROVED FOR ZERO CLEARANCE INSULATION COVER (I.C.) PER THE 2015 MANDATORY ENERGY REQUIREMENTS.
11. CONDUIT FOR METER BASED SERVICE ENTRANCE SHALL BE ANCHORED TO FOUNDATION WITH UNISTRUT AND CONDUIT CLAMPS (POWDER ACTUATED FASTENERS ARE NOT PERMITTED)
12. OUTLETS SHALL BE SPACE ACCORDING TO PREVAILING CODES AS A MINIMUM REQUIREMENT. ACTUAL OUTLET LOCATION MAY VARY FROM PLAN.
13. METALLIC WATER SERVICE OR A CONCRETE ENCASED ELECTRODE (UFER GROUND) AVAILABLE FOR USE AS A GROUNDING ELECTRODE FOR THE HOUSE WHICH MEETS THE REQUIREMENTS OF THE 2015 IRC SHALL BE REQUIRED. UFERGROUND SHALL BE REQUIRED WHEN SOIL CONDITIONS AND GROUND WATER CONTENT DO NOT PROVIDE ADEQUATE GROUNDING RESISTANCE (VERIFY UFER REQUIREMENT WITH LOCAL CODES AND ORDINANCES.
14. PLASTIC ELECTRICAL BOXES IN GARAGE FIRE WALLS TO BE 2HR LISTED.
15. NOTE DELETED
16. INCLUDE ONE CARBON MONOXIDE DETECTOR PER LEVEL WIRE IN SERIES WITH SMOKE ALARMS AND PROVIDE A BATTERY BACK-UP
17. LOCATE EXTERIOR 110V SERVICE OUTLET WITHIN 25' OF AC UNIT.
18. ALL ELECTRICAL WORK SHALL COMPLY TO 2015 IRC AND 2017 NEC

WEATHER PROTECTION

1. INSTALL (1) LAYER OF GRADE "D" (15LB) FELT UNDER ASPHALT ROOF SHINGLES.
2. ANY ROOF PITCHES BETWEEN 2:12 AND 4:12 WILL RECEIVE A DOUBLE LAYER OF GRADE "D" (15LB) FELT UNDERLAYMENT
3. INSTALL (1) LAYER OF GRADE "D" (15LB) FELT UNDER ALUMINUM SIDING.
4. INSTALL (1) LAYER OF GRADE "D" (15LB) FELT UNDER BRICK VENEER.
5. INSTALL (2) LAYERS OF GRADE "D" (15LB) FELT UNDER EXTERIOR INSULATING FINISH SYSTEMS (EFIS / STUCCO). OVERLAP ALL SEAM
6. INSTALL (1) LAYERS OF NO. 40 COATED ROOFING OR COATED GLASS BASE FROM THE ROOF EAVES TO A LINE 24" INSIDE THE EXTERIOR WALL LINE WITH ALL LAPS CEMENTED TOGETHER
7. INSTALL (1) LAYER OF NO. 40 COATED ROOFING OR COATED GLASS BASE AT ALL ROOF VALLEY CONDITIONS.
8. PROVIDE METAL FLASHING OR EQUAL AT ALL FOUNDATIONS, (OR BRICK AND EFIS TRANSITIONS) WHERE WATER FROM WEATHER BARRIER COULD HAVE ENTERED DWELLING.
9. PROVIDE METAL FLASHING OR 15LB FELT BETWEEN WOOD SHEATHING AND CONCRETE PORCHES, LANDINGS, STEPS, AND STAIRS.
10. PROVIDE 9" FLASHING, COUNTER FLASHING, AND APPROVED CAULKING AT ALL EXTERIOR WINDOWS AND DOORS. WINDOWS AND DOORS MUST BE INSTALLED AS PER MANUFACTURER.

PLUMBING

1. ALL WORK TO BE IN ACCORDANCE WITH THE 2015 IRC
2. WATER HEATERS SHALL BE STRAPPED AT THE UPPER ONE THIRD AND LOWER ONE THIRD, WITH THE LOWER STRAP NOT CLOSER THAN 4" ABOVE ANY CONTROLS TO WALLS WITHIN 12"
3. TOILETS SHALL BE 1.6 GALLON FLUSH TYPE. SHOWER HEADS SHALL BE 2.5 GPM TYPE.
4. PROVIDE PRESSURE REGULATOR AND SHUT OFF VALVE.
5. INTERIOR WASTE AND VENT LINES SHALL BE ABS.
6. FREEZLESS BACKFLOW PREVENTION HOSE BIBS WITH INTERIOR LOCATED ACCESSIBLE SHUT OFF VALVES REQUIRED.
7. PLUMBING VENTS SHALL BE AT LEAST 6' ABOVE OR 10' AWAY FROM ALL OUTSIDE AIR INTAKE OPENINGS.
8. NO SLIP JOINT PLUMBING CONNECTIONS ALLOWED IN CONCEALED AREAS.
9. INDIVIDUALLY INSULATE ALL PLUMBING, WATER, AND DRAIN LINES IN AREAS SUBJECT TO FREEZING.
10. INSTALL EXPANSION TANK FOR WATER HEATER. INSULATE HOT WATER LINES IN UNFINISHED AREAS WITH 1/2" FOAM. HEAT / CHECK VALVES REQUIRED AT WATER HEATER INLET AND OUTLET.
11. PROVIDE ANTI SCALD VALVES ON ALL SHOWER AND TUB INSTALLATIONS.
12. BATHROOMS DIVIDED INTO SEPARATE WATER FIXTURE AREAS REQUIRE INDIVIDUAL VENTING FOR EACH OF THE INDIVIDUAL AREAS
13. ALL VENTING THROUGH ROOF SHALL BE A MIN OF 3" DIA PIPE.MIN BATHROOM CLEARANCES FOR FIXTURES AS PER IRC 2015 R307.1

MASONRY

1. MASONRY VENEER ABOVE OPENINGS SHALL BE SUPPORTED PER 2015 IRC.
2. FLASHING SHALL BE LOCATED BENEATH THE FIRST COARSE OF MASONRY ABOVE FINISHED GRADE LEVEL ABOVE THE FOUNDATION WALL AND AT ALL OTHER POINTS OF SUPPORT.
3. WEEP HOLES SHALL BE PROVIDED IN THE OUTSIDE WYTHE OF MASONRY WALLS AT A MAXIMUM SPACING OF 33" O.C. WEEP HOLES SHALL NOT BE LESS THAN 3/16" DIAMETER. WEEP HOLES SHALL BE LOCATED IMMEDIATELY ABOVE THE FLASHING.

MECHANICAL

1. ALL WORK TO BE IN COMPLIANCE WITH 2015 IRC & IFGC
2. MAXIMUM LENGTH OF DRYER EXHAUST DUCT SHALL BE 25'. MAXIMUM LENGTH SHALL BE REDUCE 2.5' FOR EACH 45 DEGREE BEND AND 5' FOR EACH 90 DEGREE BEND.
3. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION OF ALL MECHANICAL FIXTURES.
4. DESIGN SHALL BE CONSIDERED UNUSUALLY TIGHT CONSTRUCTION IN ALL COMBUSTION AIR TO ROOMS OR SPACES CONTAINING FUEL BURNING APPLIANCES SHALL BE OBTAINED FROM THE OUTDOORS OR FROM SPACES FREELY COMMUNICATING WITH THE OUTDOORS.
5. VENTS SHALL TERMINATE NOT LESS THAN 4' BELOW OR 4' HORIZONTALLY AND AT LEAST 1' ABOVE A DOOR, OPERABLE WINDOW, OR A GRAVITY AIR INLET INTO A BUILDING.
6. FLUE VENTS AND EXHAUST FAN VENTS SHALL BE NOT LESS THAN 3' FROM AN OUTSIDE AIR INLET LOCATED WITHIN 10' AND AT LEAST 4' FROM A PROPERTY LINE.
7. NO CLOTH TYPE DUCT TAPE ALLOWED. METAL OR FOIL TAPE MUST BE USED.
8. ALL JOINTS TRANSVERSE AND LONGITUDINAL SEAMS AND CONNECTIONS MUST BE PROPERLY SEALED WITH TAPE OR MASTIC.
9. GAS LINES SHALL NOT PASS THROUGH OR PENETRATE ANY DUCT OR PLENUM.
10. A GAS LINE SEDIMENT TRAP SHALL BE INSTALLED DOWN STREAM OF THE EQUIPMENT (FURNACE AND WATER HEATER) SHUT OFF VALVE AS CLOSE TO THE INLET OF THE EQUIPMENT AS PRACTICAL.
11. ALL GAS LINE PIPING MATERIAL SHALL BE STEEL OR WROUGHT IRON (SCHEDULE 40 MINIMUM) AND SHALL BE ASME COMPLIANT.
12. SOFT WATER TO BE PROVIDED TO ALL FIXTURES EXCEPT KITCHEN SINK COLD AND EXTERIOR HOSE BIBS
13. GAS PIPING SHALL NOT BE INSTALLED IN OR THROUGH A DUCTED SUPPLY, RETURN, EXHAUST, CLOTHES CHUTE, CHIMNEY, DUMB WAITER OR ELEVATOR SHAFT
14. GAS PIPING SHALL NOT PENETRATE BUILDING FOUNDATION WALLS AT ANY POINT BELOW GRADE.
15. GAS PIPING INSTALLED UNDERGROUND BENEATH BUILDINGS IS PROHIBITED EXCEPT WHERE THE PIPING IS ENCASED IN A CONDUIT. SUCH CONDUIT SHALL EXTEND NOT LESS THAN 4" OUTSIDE THE BUILDING, SHALL BE VENTED ABOVE GRADE TO THE EXTERIOR
16. DUCT TESTING WILL BE REQUIRED WHERE AIR HANDLERS OR MORE THAN 25% OF THE DUCT WORK IS OUTSIDE OF THE THERMAL ENVELOPE.
17. R1102.4 AIR LEAKAGE VERIFICATION SHALL COMPLY WITH N1102.4.1.2 / BLOWER DOOR TEST.
18. RANGE HOODS CAPABLE OF EXHAUSTING GREATER THAN 400 CFM TO THE OUTSIDE REQUIRE MAKE-UP AIR

GENERAL

1. ALL WORK IS TO BE PERFORMED IN COMPLIANCE WITH THE 2015 IRC AND ALL FEDERAL, STATE, AND LOCAL CODES. SECURE ALL REQUIRED PERMITS AND APPROVALS PRIOR TO ANY CONSTRUCTION. THE PROJECT MANAGER, SUPERINTENDENT, AND ALL SUBCONTRACTORS ARE TO EXAMINE AND VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS BOTH ON THE PLANS AND IN THE FIELD.
2. NO WOOD SHALL BE CLOSER THAN 8" TO EARTH UNLESS SEPARATED BY CONCRETE AT LEAST 3" IN THICKNESS WITH IMPERVIOUS MEMBRANE INSTALLED BETWEEN EARTH AND CONCRETE. THIS INCLUDES DECKS AND SIDING
3. TUBS AND SHOWERS WITH TILED AREAS REQUIRE A PORTLAND CEMENT APPLICATION FIBERED CEMENT OR GLASS MAT GYPSUM BACKER, GREEN BOARD NO LONGER REQUIRED. TYP.

EXCAVATION, BACKFILL, AND GRADING

1. ALL EXCAVATION FOR FOOTINGS SHALL BE TO NATURAL, UNDISTURBED SOIL.
2. ALL FOOTINGS SHALL BE IN PLACE ON UNDISTURBED EARTH AND BELOW FROST LINE (40" MINIMUM)
3. R401.3 FINISH GRADING SHALL BE DONE SO AS TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS. MIN OF 6" IN FIRST 10.

WINDOWS & DOORS

1. R303.1 HABITABLE ROOMS WITHIN A DWELLING UNIT SHALL BE PROVIDED WITH NATURAL LIGHT BY MEANS OF EXTERIOR GLAZED FENESTRATION WITH AN AREA NOT LESS THAN 8% OF THE FLOOR AREA OF SUCH ROOMS.
2. R303.1 HABITABLE ROOMS WITHIN A DWELLING UNIT SHALL BE PROVIDED WITH NATURAL VENTILATION BY MEANS OF OPERABLE GLAZED FENESTRATION WITH AN AREA NOT LESS THAN 4% OF THE FLOOR AREA OF SUCH ROOMS.
3. TOPS OF WINDOWS SHALL BE A MINIMUM OF 6'-8" ABOVE FINISHED FLOOR, UNLESS NOTED OTHERWISE. THE BOTTOM OF WINDOWS AT COUNTERTOPS SHALL BE 44" ABOVE FINISHED FLOOR.
4. R310.2.1 MIN. CLEAR EGRESS OPENING OF 5.7 SQ FT HEIGHT OF 24" AND WIDTH OF 20"
5. ALL FENESTRATION GLAZING WITHIN 24" OF EITHER SIDE OF EXTERIOR DOORS SHALL BE TEMPERED (SAFETY GLAZED).
6. R310.2.2 ALL FENESTRATION GLAZING IN ROOMS USED FOR SLEEPING SHALL HAVE SILLS NO MORE THAN 44" ABOVE FINISHED FLOOR
7. PROVIDE 9" FLASHING, COUNTER FLASHING AND APPROVED CAULKING AT ALL EXTERIOR GLAZED FENESTRATION. WINDOWS MUST BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
8. TEMPERED GLASS SHALL BE USED IF LOCATED WITHIN 24" OF DOOR, PERPENDICULAR TO THE PLANE OF THE DOOR, LARGER THAN 9 SQ FT, BOTTOM IS LESS THAN 18" FROM THE FLOOR, LOCATED IN RAILING OR GUARDRAILS, WHERE BOTTOM EDGE IS LESS THAN 36" ABOVE THE PLANE OF THE ADJACENT WALKING SURFACE

VENTILATION

1. VENTILATION SHALL BE PROVIDED TO ALL CRAWL SPACES BY MEANS OF SCREENED VENTS PLACED SO AS TO PROVIDE CROSS VENTILATION.
2. CRAWL SPACES MUST HAVE ONE SQUARE FOOT OF VENTILATION FOR EVERY 150 SQUARE FEET OF FLOOR AREA, WITH ONE VENT WITHIN 3 FEET OF EACH CORNER OF BUILDING.
3. ATTICS TO BE VENTILATED ACCORDING TO THE REQUIREMENTS OF SECTION R806.2 OF THE 2015 IRC.

FIRE PROTECTION AND WARMING

1. R302.6 PROVIDE ONE LAYER OF 5/8" TYPE "X" GYP BOARD ON ALL WALLS AND CEILING OF THE GARAGE COMMON TO LIVING AREAS, WALLS SUPPORTING UPPER FLOOR AND ANY EXPOSED BEAMS AND POSTS.
2. R302.7 ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE THE WALL UNDER THE STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYP BOARD.
3. R302.5.1 DOORS LEADING FROM GARAGE INTO LIVING AREA SHALL BE SOLID WOOD, SOLID OR HONEYCOMB CORE STEEL DOOR NOT LESS THAN 1 3/8" THICK OR HAVING A FIRE RATING PROTECTION OF NOT LESS THAN 20 MINUTES WHEN TESTED.
4. R302.5.1 MUST HAVE TWO SELF CLOSING HINGES ON 20 MINUTE RATED DOORS
5. SMOKE AND CARBON MONOXIDE DETECTORS ARE REQUIRED TO MEET LOCAL CODES. WIRE IN SERIES WITH BATTERY BACKUP ON DEDICATED BREAKER
6. NO WOOD BURNING FIREPLACES ALLOWED EXCEPT IN PROMONTORY DEVELOPMENT.
7. R302.11 IN COMBUSTIBLE CONSTRUCTION, FIREBLOCKING SHALL BE PROVIDED TO CUT OFF BOTH VERTICAL AND HORIZONTAL CONCEALED DRAFT OPENINGS AND TO FORM AN EFFECTIVE FIRE BARRIER BETWEEN STORIES AND BETWEEN A TOP STORY AND THE ROOF SPACE.

RAILINGS

1. HANDRAILS ARE REQUIRED AT ALL STAIRWAYS HAVING FOUR OR MORE RISERS.
2. PROVIDE 1 1/4" TO 2 5/8" HANDRAILS 34" TO 38" IN HEIGHT THAT RUN CONTINUOUS AND HAVE RETURNING ENDS TO WALL, NEWEL POST, OR SAFETY TERMINAL. OR 12" PAST LAST TREAD
3. HANDRAILS DEEPER THAN 2 5/8" SHALL HAVE A FINGER GROOVE 3/4" x 1/4" DEEP ROUTED THE ENTIRE LENGTH OF AT LEAST ONE SIDE OF HANDRAIL.
4. MINIMUM 36" HIGH GUARDRAILS ARE REQUIRED AT ALL LANDINGS, DECKS OR FLOOR LEVELS THAT ARE MORE THAN 30" OFFSET IN HEIGHT.

WINDOW WELLS

1. WINDOW WELLS SERVING REQUIRED EGRESS WINDOWS SHALL HAVE DIMENSIONS IN KEEPING WITH THE MINIMUM REQUIRED FOR WINDOWS.
2. R310.2.3 36" HORIZONTAL CLEARANCE FROM FOUNDATION TO FRONT OF WINDOW WELL
3. R310.2.3.1 44" MAXIMUM DEPTH (OR PROVIDE STEPS OR LADDER RUNGS)
4. R310.2.3.2 WINDOW WELLS SHALL HAVE DRAINAGE CONNECTED TO THE BUILDINGS FOUNDATION DRAIN.
5. 36" VERTICAL CLEARANCE REQUIRED FROM ANY PROJECTION IN HORIZONTAL CLEARANCE AS STATED ABOVE (i.e. BAY WINDOWS OR CANTILEVERS)
6. R310.4 GRATINGS OR GUARDRAILS PROTECTING WINDOW WELLS SHALL BE EASILY REMOVABLE OR BE DESIGNED SO AS NOT TO HINDER EGRESS.
7. WINDOW WELLS SHALL HAVE A NET CLEAR OPENING OF 9 SQUARE FEET MINIMUM.

STAIRS

1. R311.7.1 MIN WIDTH OF 36" WITH MAX HANDRAIL PROJECTION OF 4 1/2" ON EITHER SIDE OF THE STAIRWAY
2. R311.7.2 MINIMUM HEADROOM = 6'-8" FINISH FROM NOSING LINE AND MINIMUM FINISH WIDTH = 36"
3. R311.7.3 MAX RISE OF STAIRWAY BETWEEN LEVELS AND LANDINGS IS 147"
4. R311.7.5.1 RISE = 7 3/4" AND MINIMUM TREAD DEPTH = 10" (11" TREAD REQUIRED IN THE ABSENCE OF NOSING.)
5. EVERY STAIRWAY LANDING SHALL HAVE A DIMENSION MEASURED IN THE DIRECTION OF TRAVEL, AT LEAST EQUAL TO THE STAIRWAY WIDTH.
6. A DOOR MAY OPEN AT THE TOP OF THE STEP OF AN INTERIOR FLIGHT OF STAIRS PROVIDED THE DOOR DOES NOT SWING OVER THE TOP STEP, AND PROVIDED THE TOP STEP IS NO MORE THAN 8" LOWER THAN FLOOR LEVEL.
7. (3) 1 1/4" x 11 7/8" LVL / LSL STRINGERS REQUIRED AT ALL STAIRWAYS.
8. R302.7 MIN OF 1/2" GYPSUM WALL BOARD ON ALL ACCESSIBLE WALLS AND UNDERSIDE OF STAIRS

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revisions:

1127 Woodside Ave, Park City, UT
SANDERS RESIDENCE
Remodel and Renovation

construction notes

Project number -
Date 09.05.2023
Drawn by Author

A001

Scale

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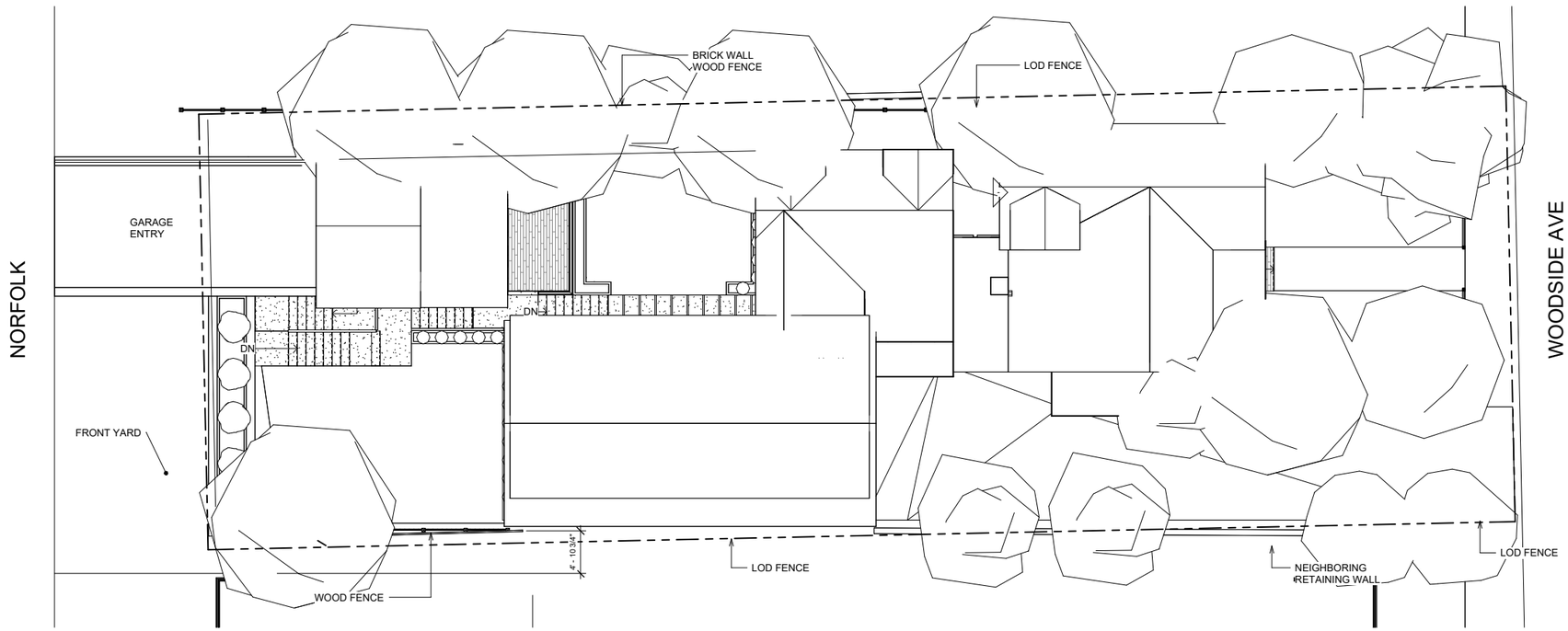

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Residential Renovation

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ISSUED :

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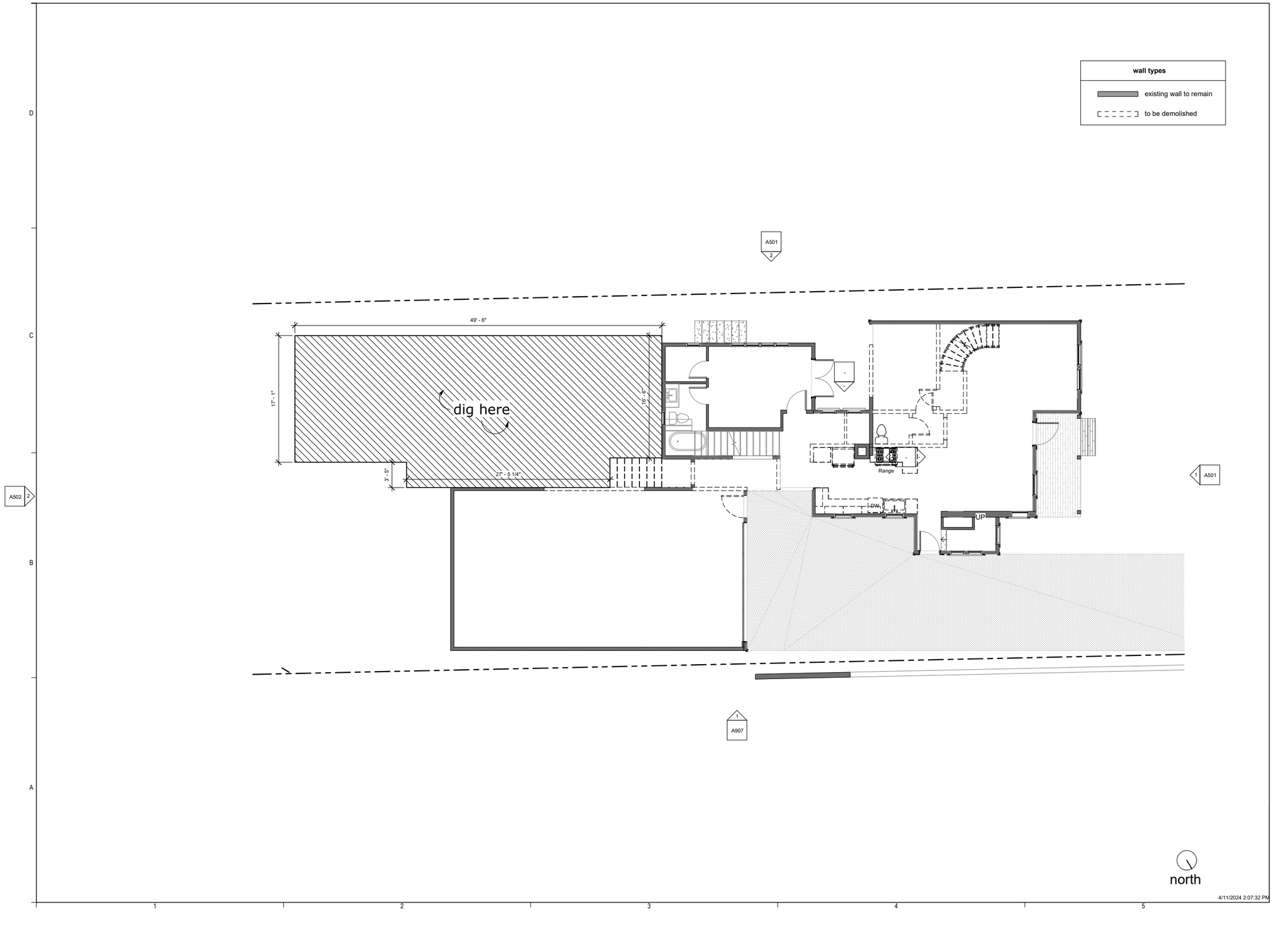
site plan

A101



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Residential Renovation

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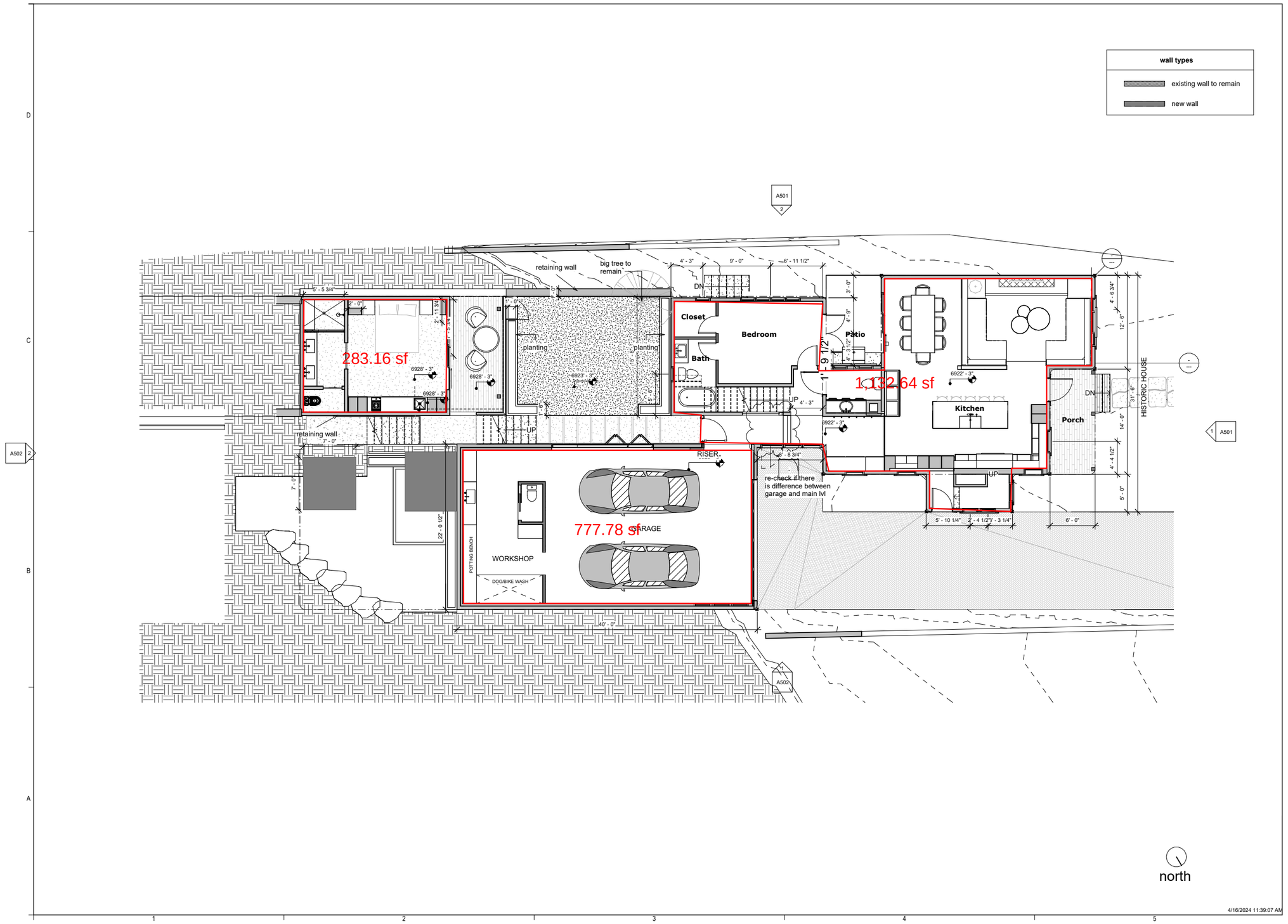
main floor existing

A200



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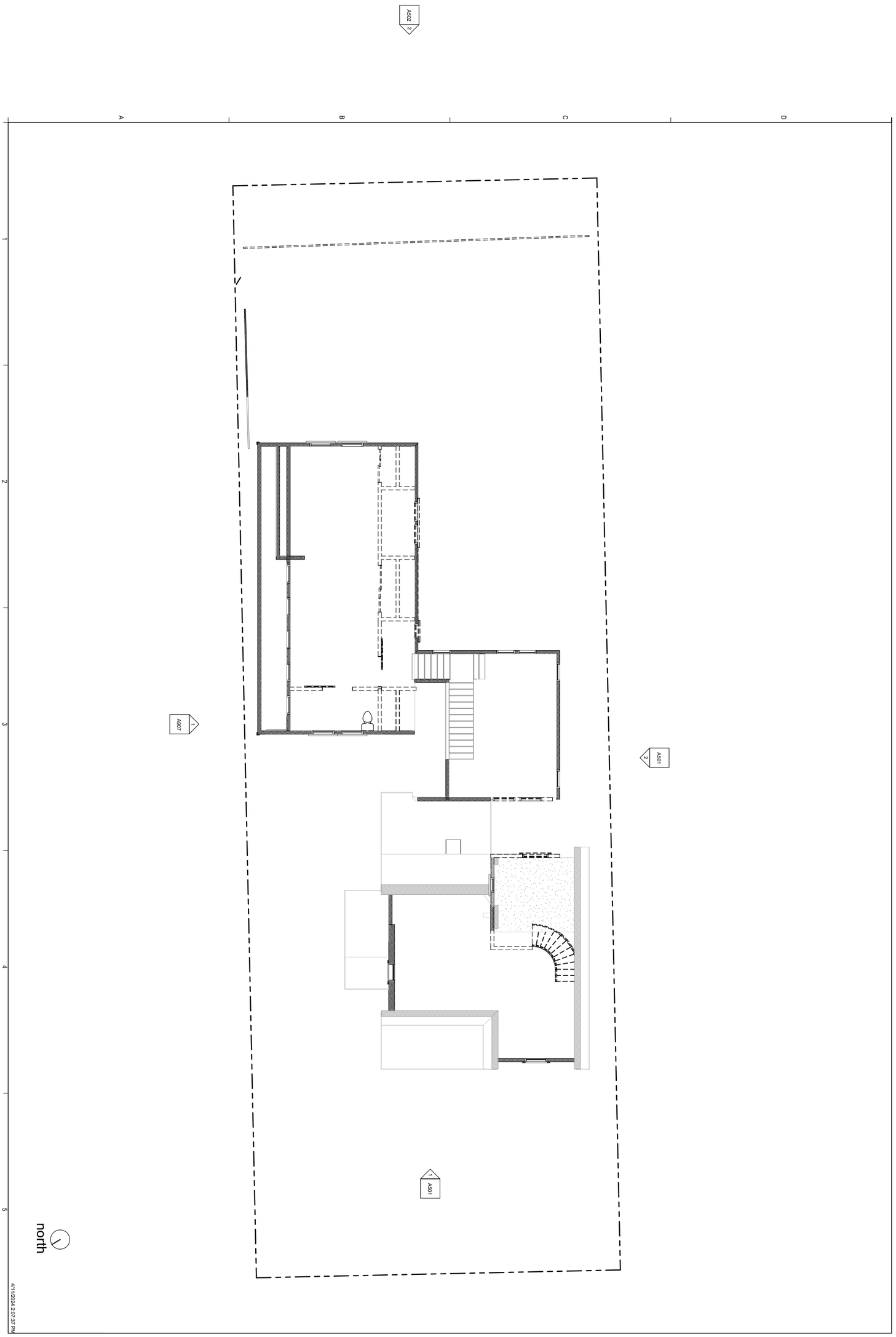
main floor plan

A201



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upper level
exising/demo
A202

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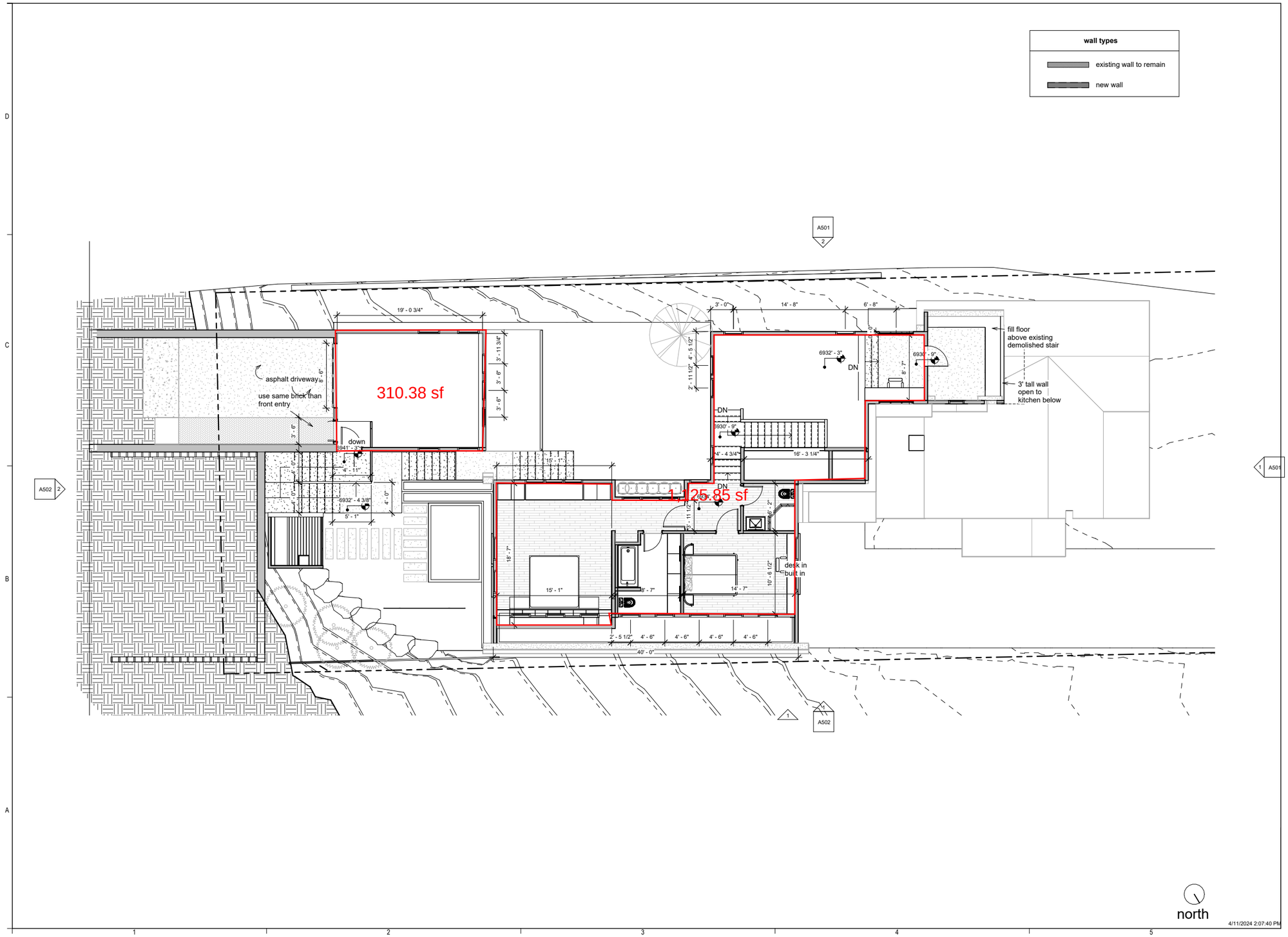

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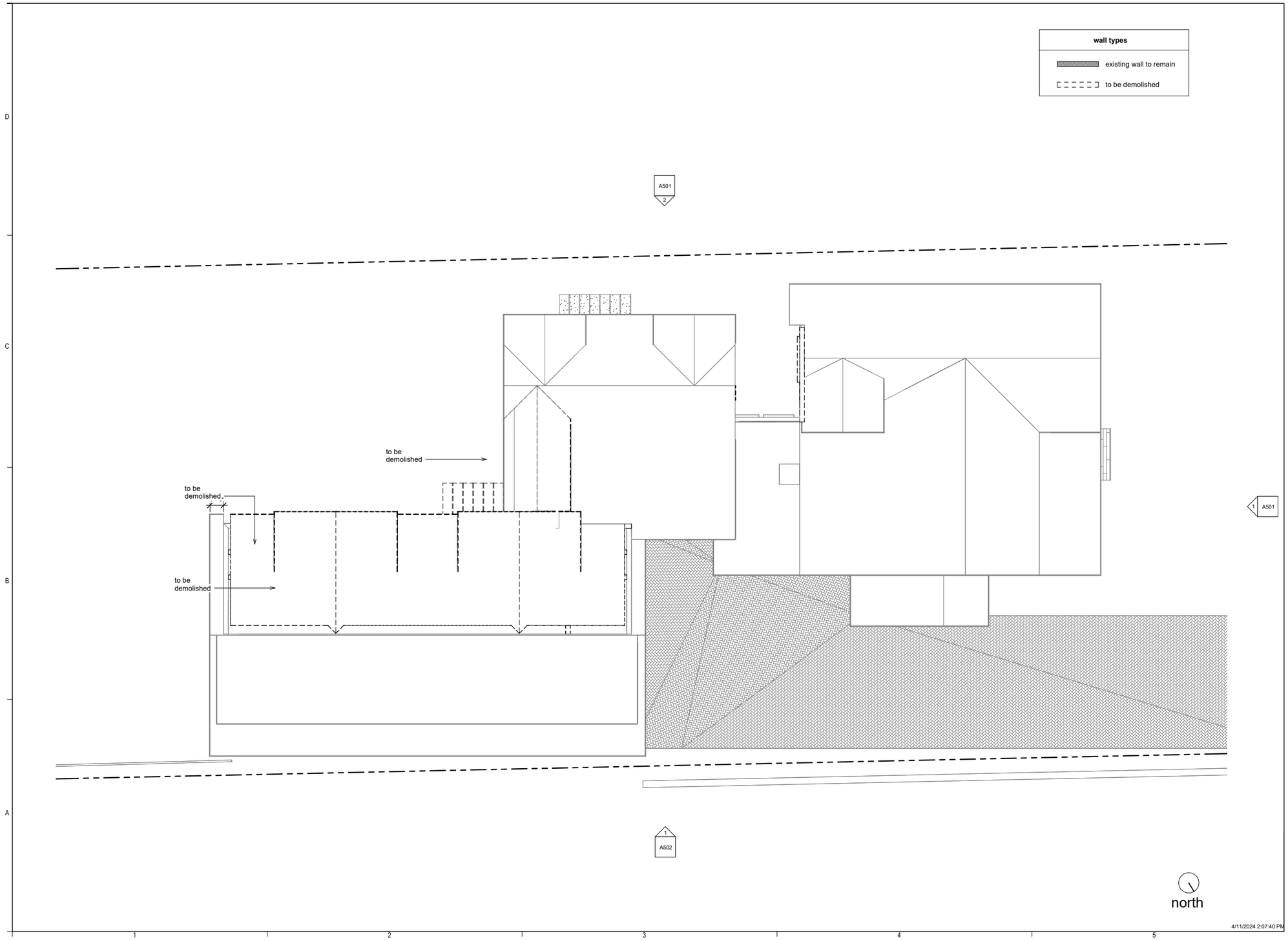
upper floor plan

A203



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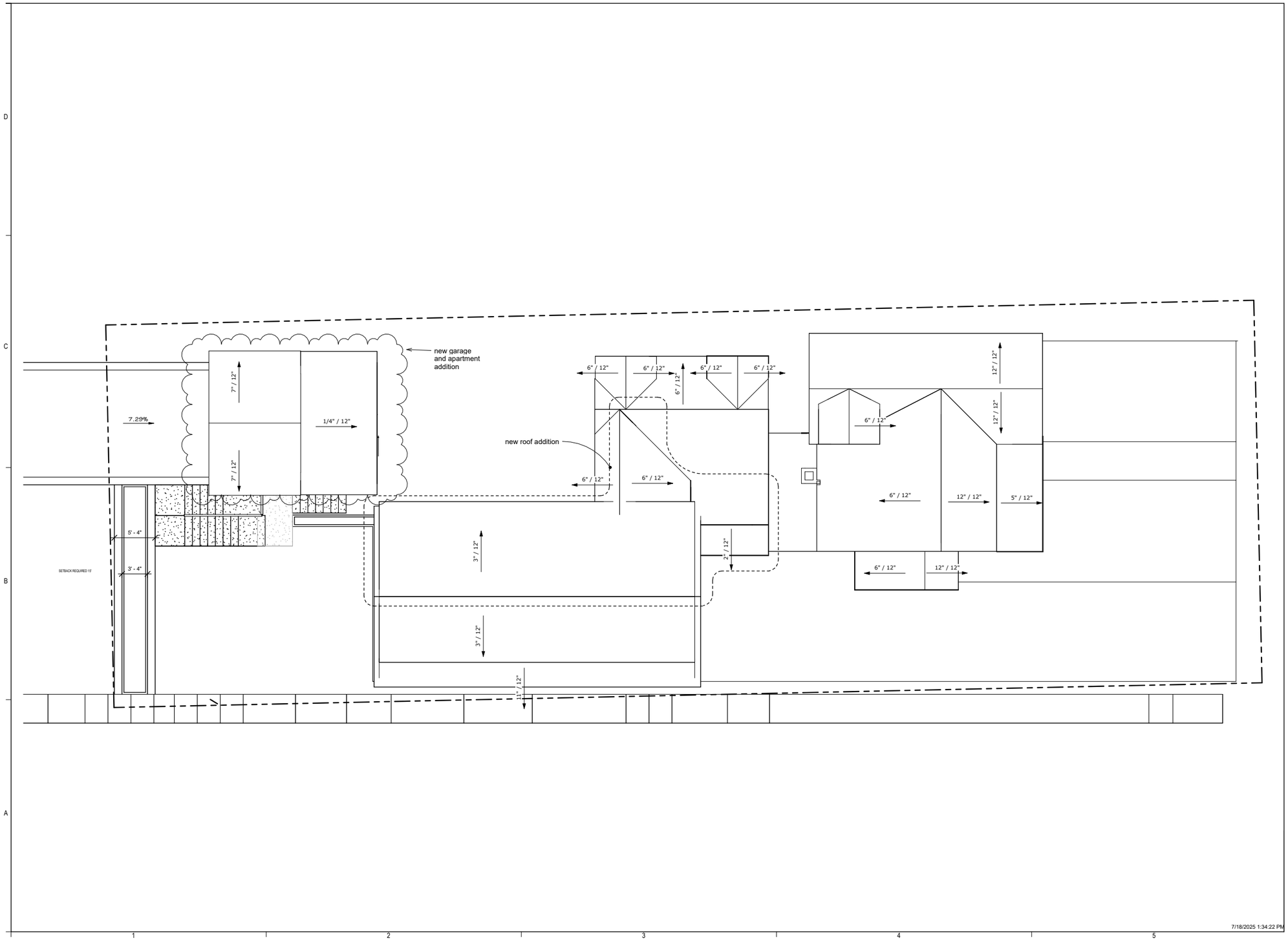
roof plan existing/demo

A400



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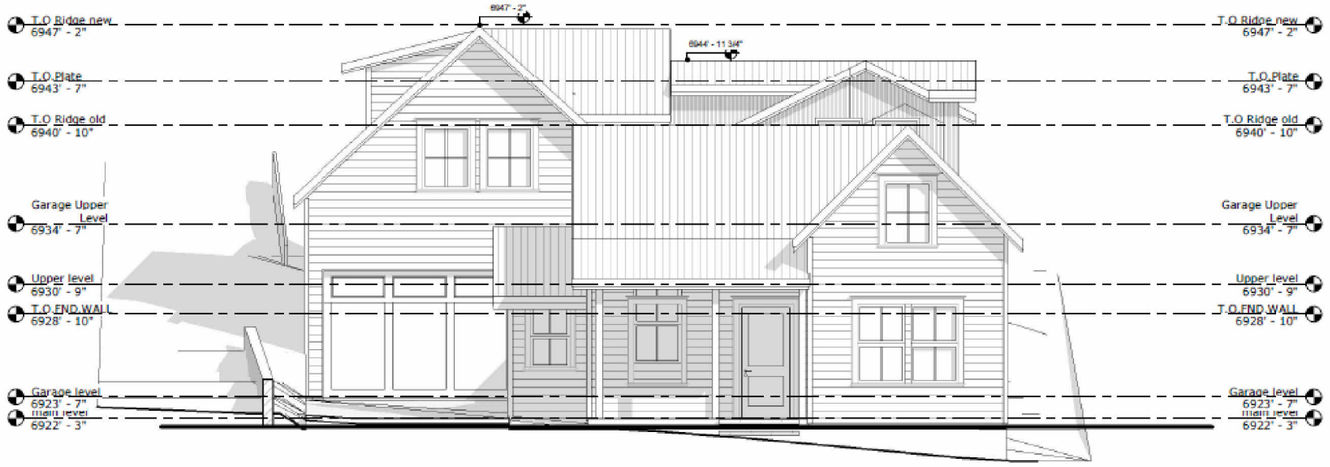
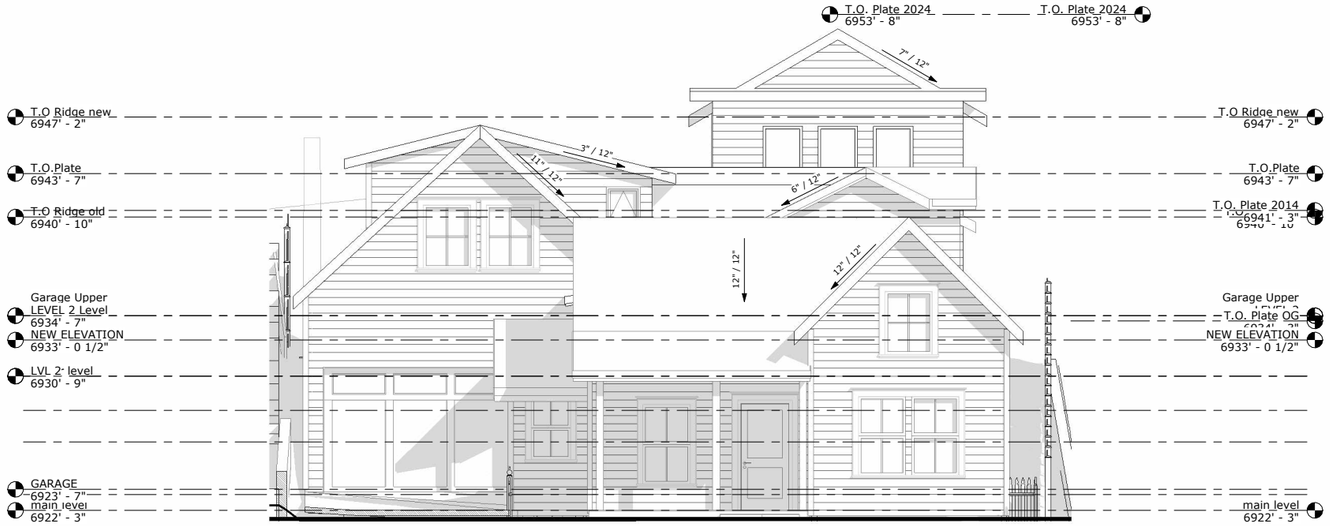
roof plan

A401





1 A501 **Elevation 1 - a**
1/4" = 1'-0"

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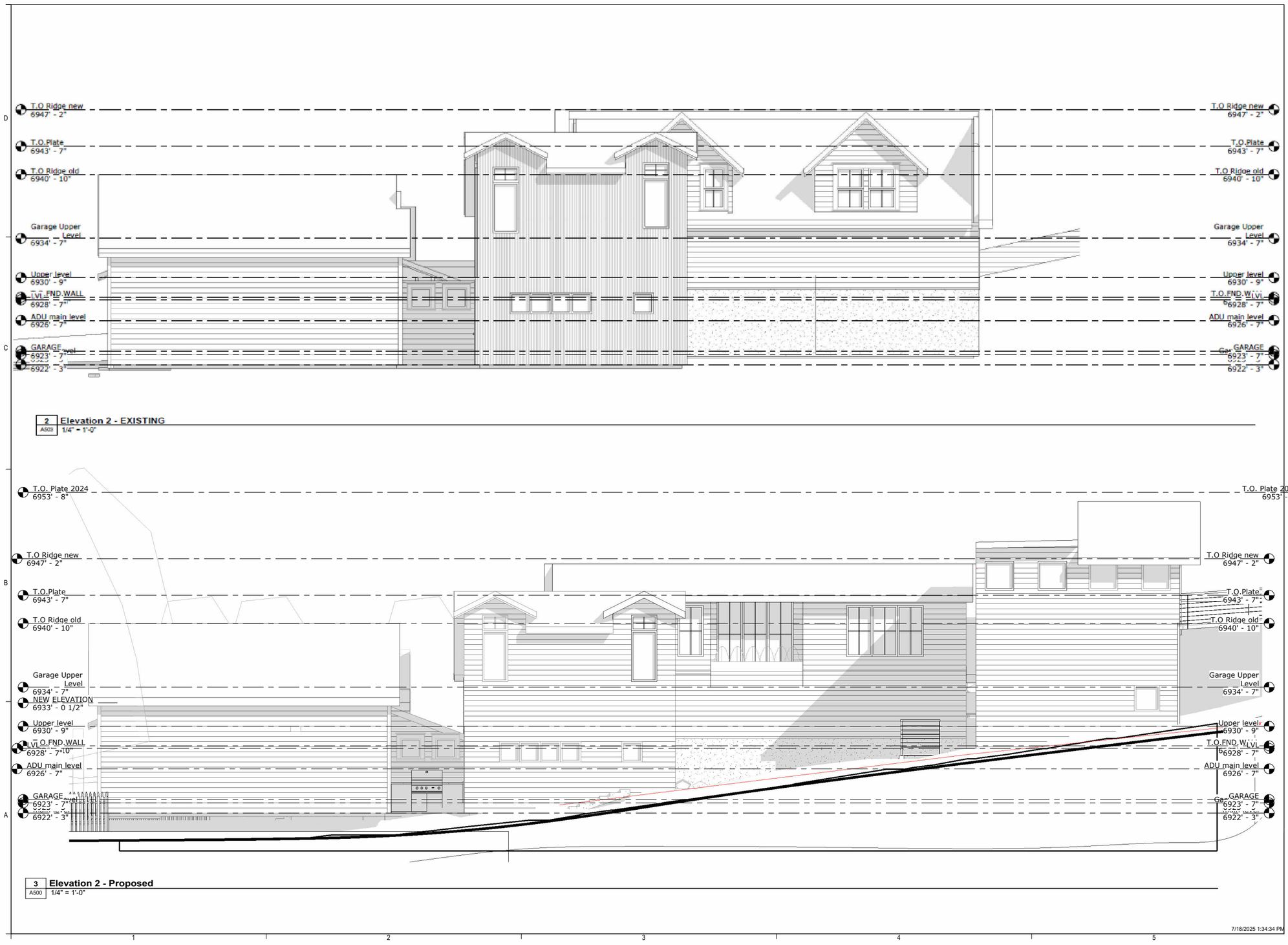
Elevations 1
A501



2 A503 **Elevation 2 - EXISTING**
1/4" = 1'-0"

3 A500 **Elevation 2 - Proposed**
1/4" = 1'-0"

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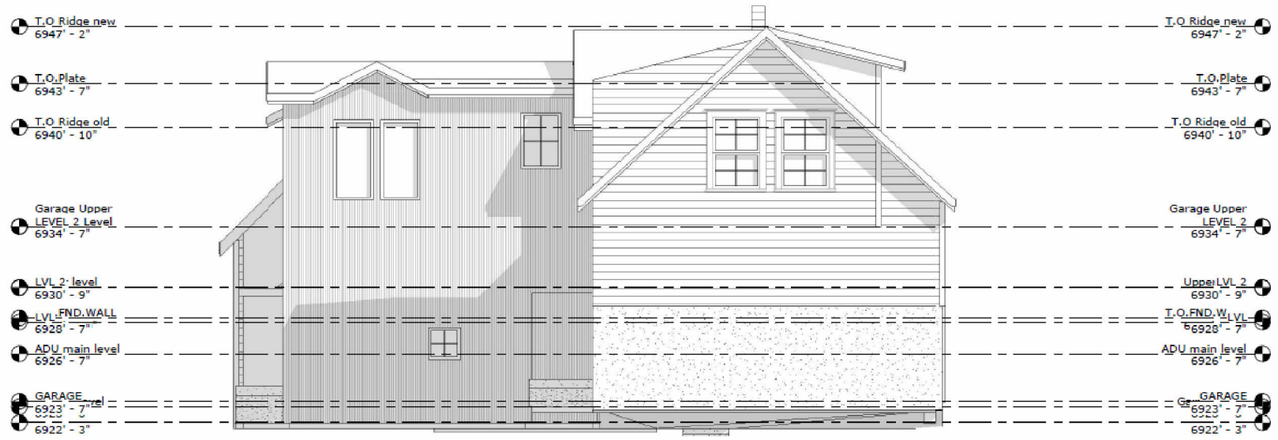
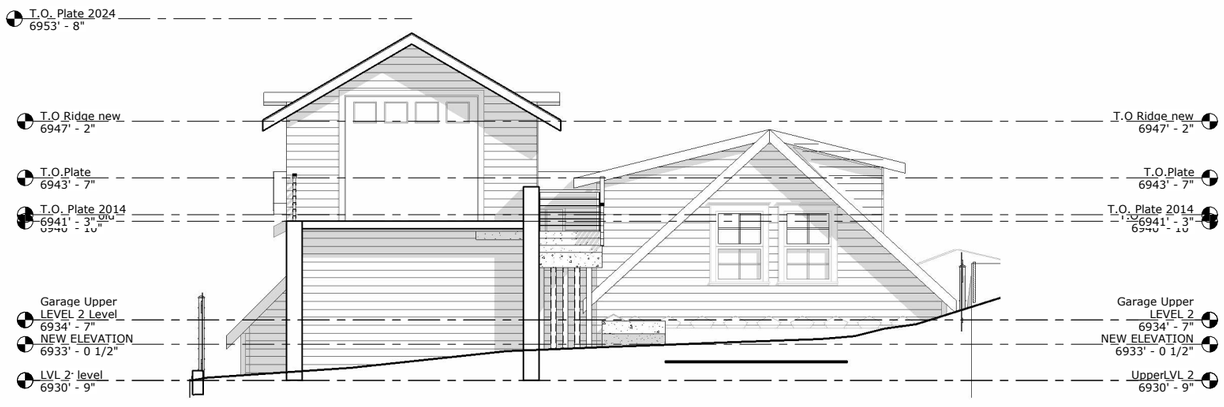
Elevations 2
A500



2 Elevation 4 - EXISTING
A504 1/4" = 1'-0"



2 Elevation 4 - Proposed
A502 1/4" = 1'-0"

7/18/2025 1:34:27 PM

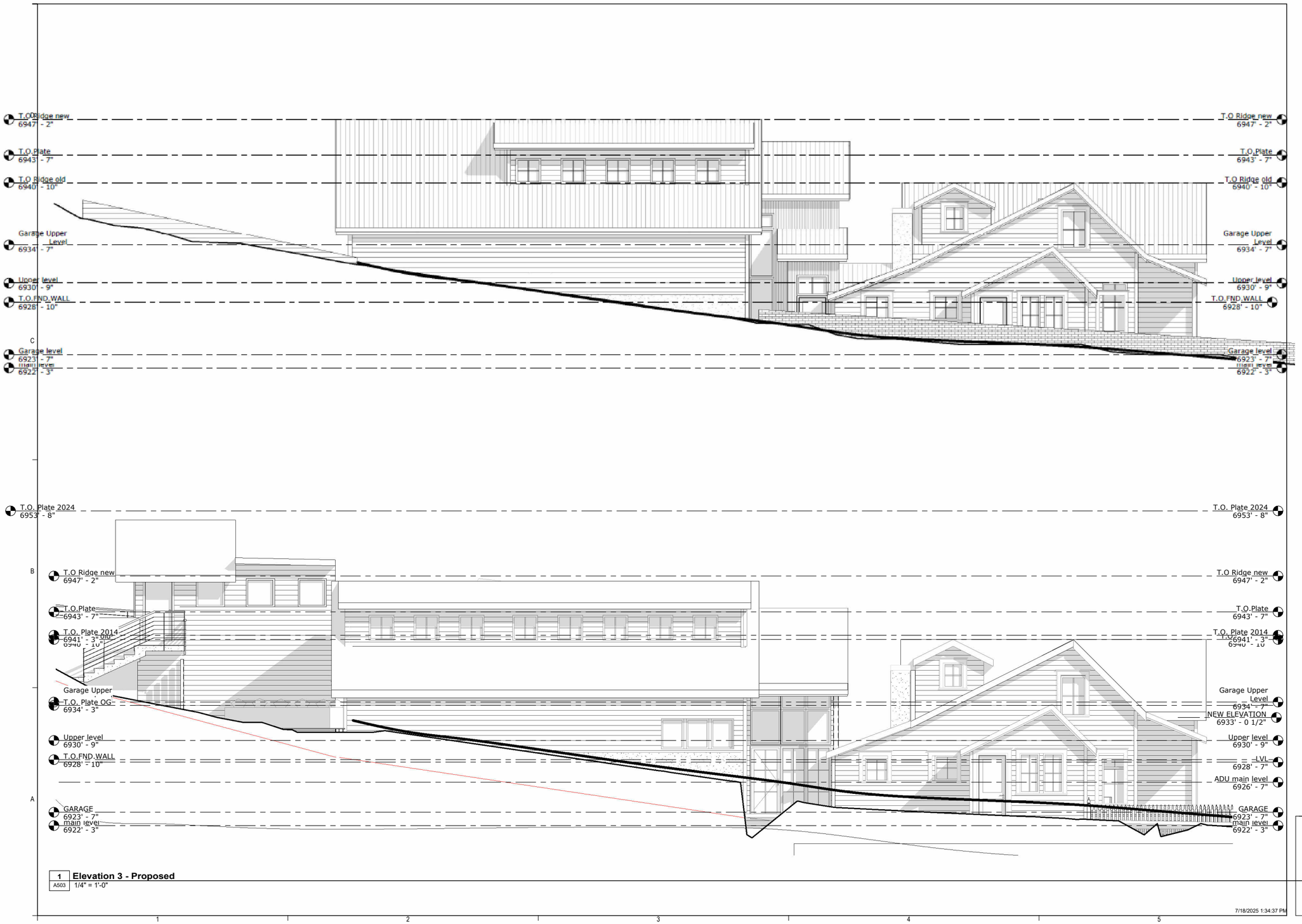
instudio design

SHERI RUSSELL INTERIOR DESIGNER
435.640.8997 admin@instudiodesign.com
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE
1127 WOODSIDE AVE, PARK CITY, UTAH
Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

Elevations 4
A502



1 Elevation 3 - Proposed
A503 1/4" = 1'-0"

7/18/2025 1:34:37 PM

instudio design

SHERI RUSSELL INTERIOR DESIGNER
435.640.8997 admin@instudiodesign.com
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE
1127 WOODSIDE AVE, PARK CITY, UTAH
Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

Elevations 3
A503

4/11/2024 2:07:51 PM

instudio design

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OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE

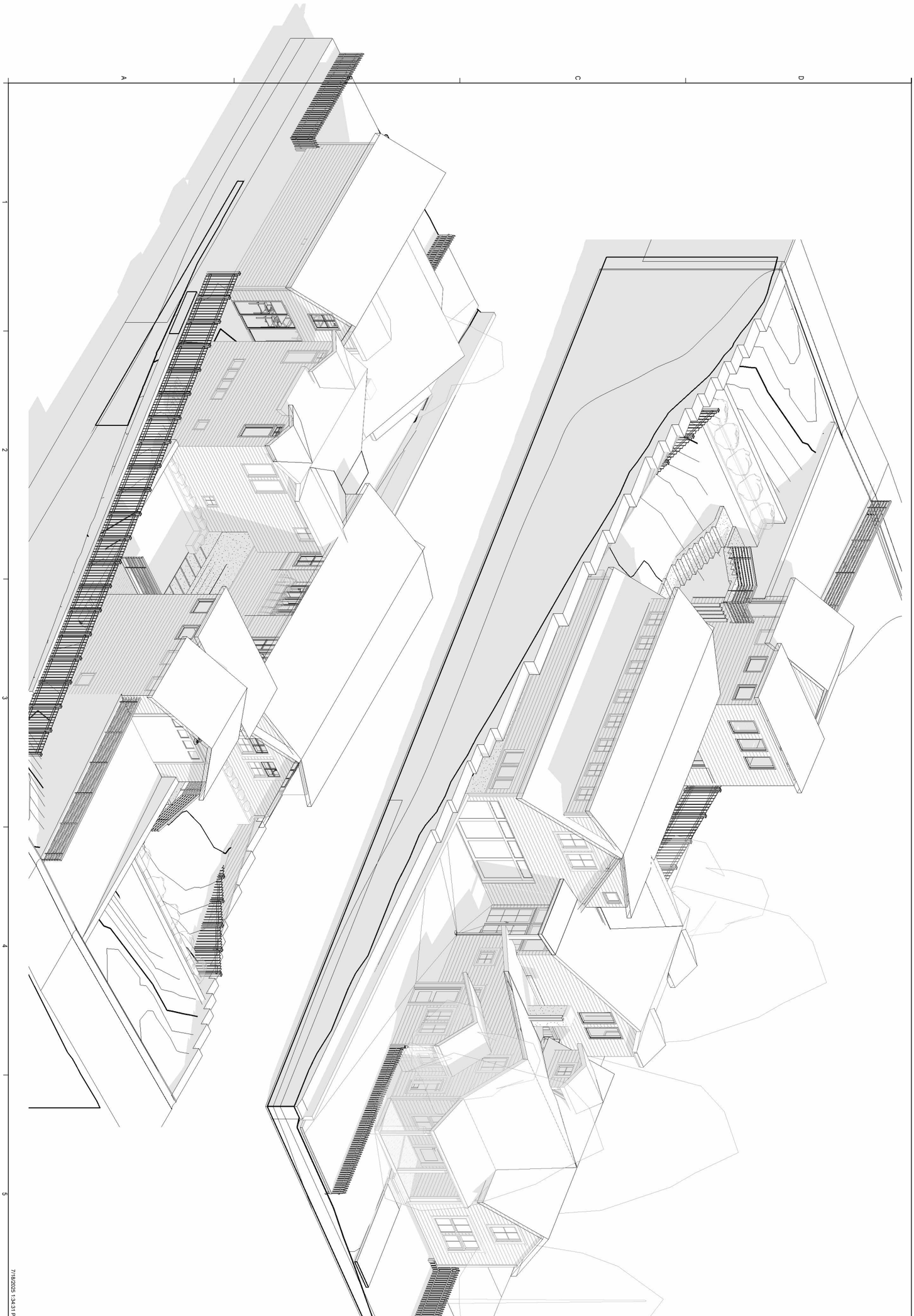
1127 Woodside Ave, Park City, UT

Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

3d views existing

A900



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3d views

A901

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED

SANDERS RESIDENCE

1127 WOODSIDE AVE, PARK CITY, UTAH

Residential Renovation

SHERI RUSSELL INTERIOR DESIGNER

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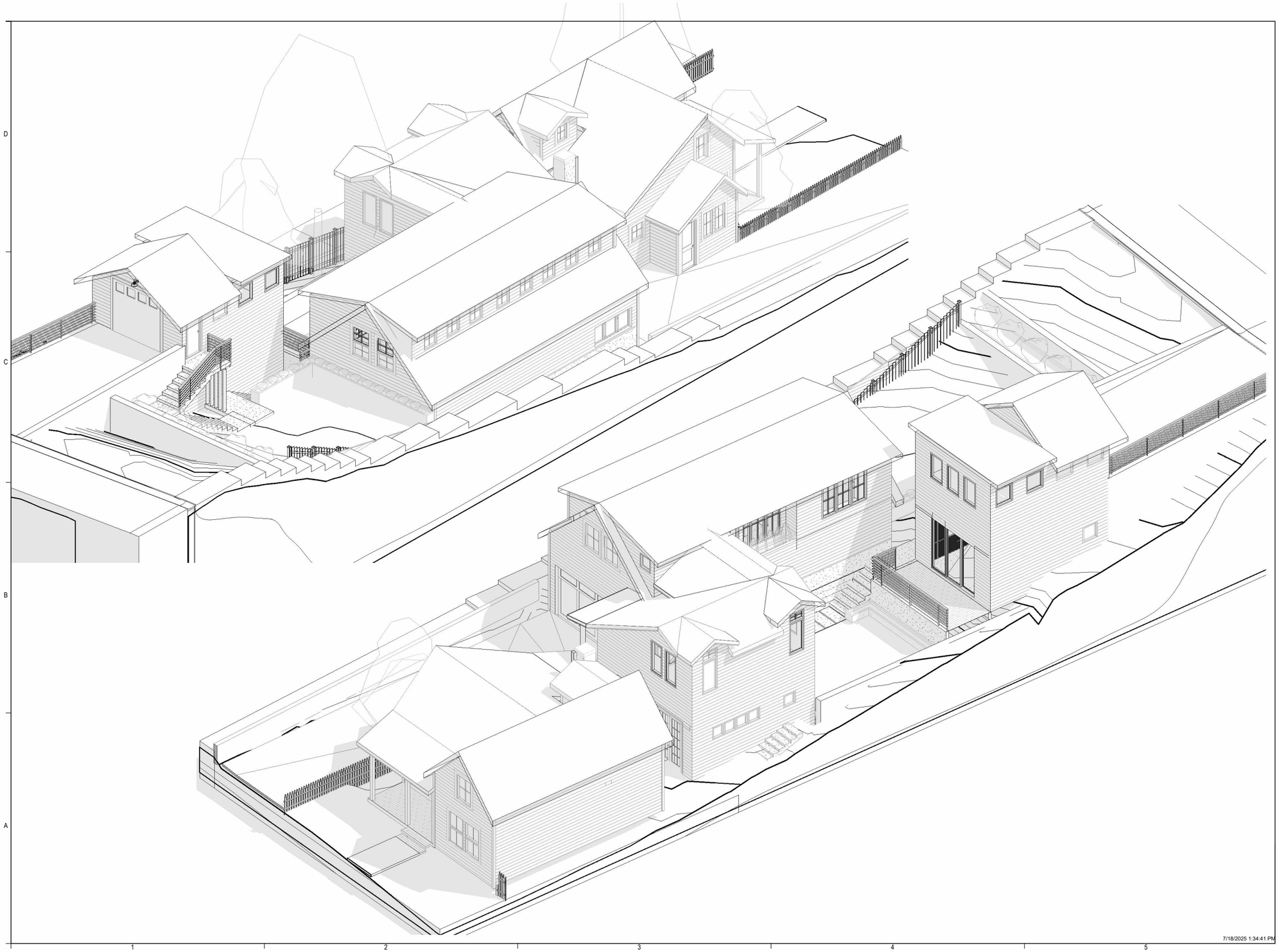
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

instudio design



instudio design

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SANDERS RESIDENCE

1127 WOODSIDE AVE, PARK CITY, UTAH

Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:

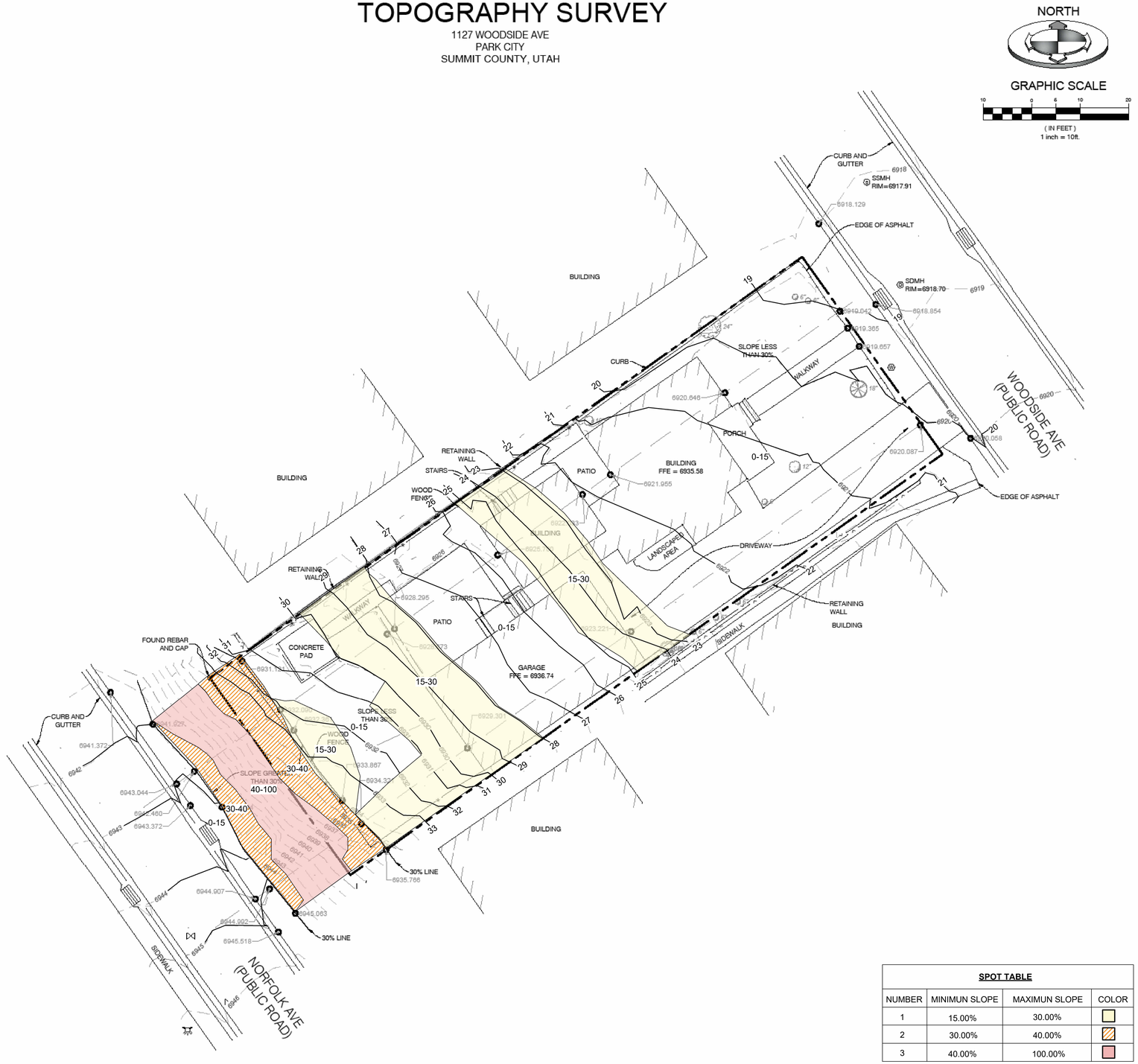
CHECKED BY:
ISSUED :

3d views 2

A902

TOPOGRAPHY SURVEY

1127 WOODSIDE AVE
PARK CITY
SUMMIT COUNTY, UTAH



SPOT TABLE			
NUMBER	MINIMUN SLOPE	MAXIMUN SLOPE	COLOR
1	15.00%	30.00%	
2	30.00%	40.00%	
3	40.00%	100.00%	

NARRATIVE OF TOPOGRAPHY:

SCOPE
BENCHMARK ENGINEERING AND LAND SURVEYING, LLC WAS RETAINED BY INSTUDIO DESIGN TO PERFORM A TOPOGRAPHY SURVEY AS SHOWN HEREON.

BENCHMARK
STREET MONUMENT
NORFOLK AVE AND 11TH STREET
ELEVATION = 6970.87

NOTE:
THIS IS A TOPOGRAPHY SURVEY ONLY. THE BOUNDARY IS SHOWN FOR REFERENCE ONLY. REFER TO THE PLAT FOR MORE INFORMATION RELATING TO THE BOUNDARIES OF THE PROPERTY. THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT IS RECORDED AS ENTRY NO 988494 IN THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND AND ABBREVIATIONS:

CURB & GUTTER
EDGE OF EXISTING ASPHALT
FENCE, WOOD
RETAINING WALL
30% SLOPE LINE

SDMH STORM DRAIN MANHOLE
SSMH SANITARY SEWER MANHOLE
SD STORM DRAIN
DI CATCH BASIN

DECIDUOUS TREE
CONIFEROUS TREE
STORM DRAIN INLET BOX
SANITARY SEWER MANHOLE & PIPE
STORM DRAIN MANHOLE & PIPE
WATER VALVE & WATER METER
FIRE HYDRANT

No.	DATE	DESCRIPTION
1.	10.17.2024	MATCH ELEV. DATUM TO EX. PROJECT

Drawn BY: J.T.
CHECKED BY: K.O. / D.K.B.
FIELD CREW: J.T.
DATE: 11/08/2024
SURVEY FILE: 2408124.12d1.dwg

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

1 0.5 0

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
11/26/2024
STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
1158 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7102
www.benchmarkcivil.com

BENCHMARK CIVIL

INSTUDIO DESIGN
1127 WOODSIDE AVE
PARK CITY, UTAH

PROJECT NO. 2408124

TOPOGRAPHY SURVEY

SVB.01
1 OF 1

PARK CITY
1884

Building • Engineering • Planning

September 21, 2006

Shannon O'Neil
PO Box 4152
Park City, Utah 84060

NOTICE OF HISTORIC PRESERVATION BOARD ACTION

Project Address: **1127 Woodside Avenue**

Project Description: **Determination of Historical Significance**

Date of Meeting: **September 18, 2006**

Action Taken by Historic Preservation Board: Determined the building to be **insignificant** in accordance with the Findings of Fact and Conclusions of Law as written below:

Findings of Fact

1. The garage located at 1127 Woodside Avenue is located in the Historic Residential (HR-1) zone.
2. The adjacent historic home is featured as contributory in both the 1995 reconnaissance survey of historic structures in Park City and the 1982 survey.
3. The garage is not mentioned in either the 1995 survey or the 1982 survey.
4. The garage at 1127 Woodside Avenue is a two-story, frame box shaped garage.
5. Planning Department files document the garage being built in 1992.
6. No evidence has been submitted or found which indicates that the structure on the property is tied to a significant historic event or person from Park City's past.

Conclusions of Law

1. The garage located at 1127 Woodside Avenue does not demonstrate a quality of significance in local and state history, architecture, and culture.
2. The garage located at 1127 Woodside Avenue does not demonstrate a quality of integrity of location, design, setting, materials, and workmanship.
3. The garage at 1127 Woodside Avenue does not substantially comply with the standards of review found in LMC Section 15-11-12(A) and therefore is not historically significant pursuant to LMC Section 15-11-12.

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

Best Regards,

Ray Milliner
Planner



1127 Woodside Avenue looking south



1127 Woodside Avenue looking southwest



1127 Woodside Avenue looking west



1127 Woodside Avenue looking southeast



1127 Woodside Avenue looking north



1127 Woodside Avenue looking north



1127 Woodside Avenue looking northeast



1127 Woodside Avenue looking east

WOODSIDE AVE





NORFOLK

Option A

Public

Off Steet

Parking





NORFOLK

Option B

Front Yard

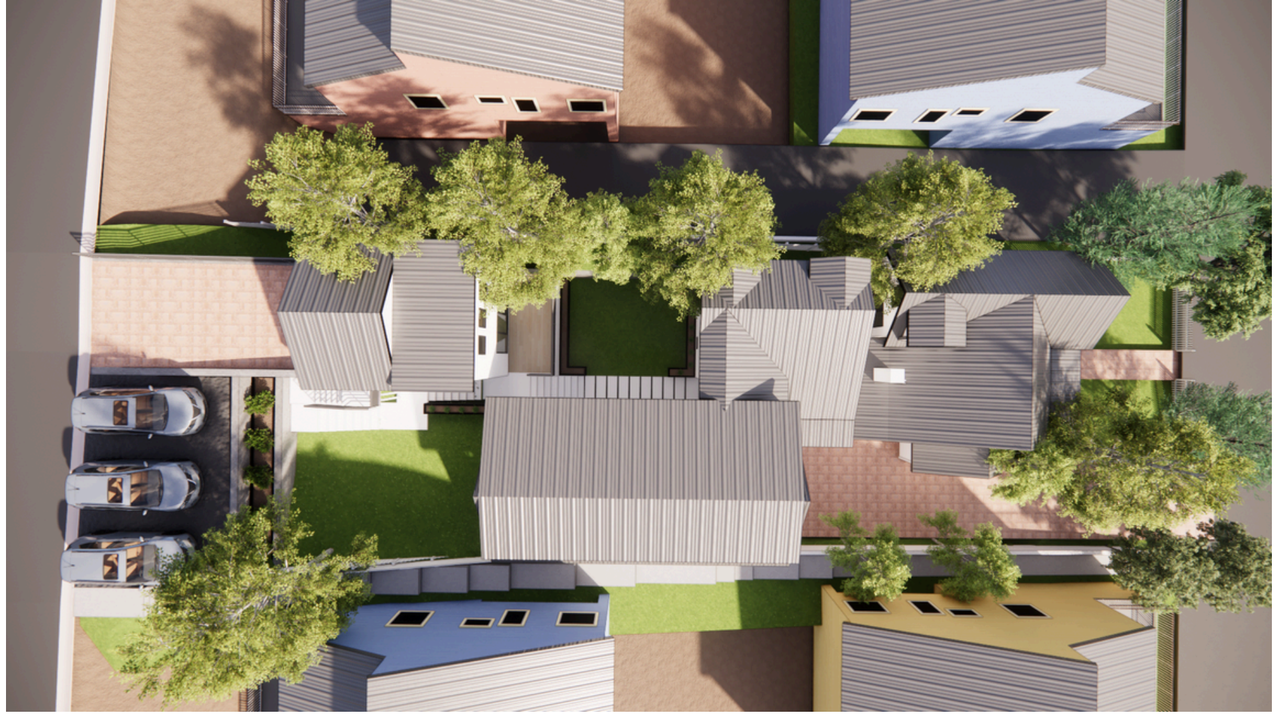




NORFOLK

Option A

Public
Off Steet
Parking



NORFOLK

Option B

Front Yard







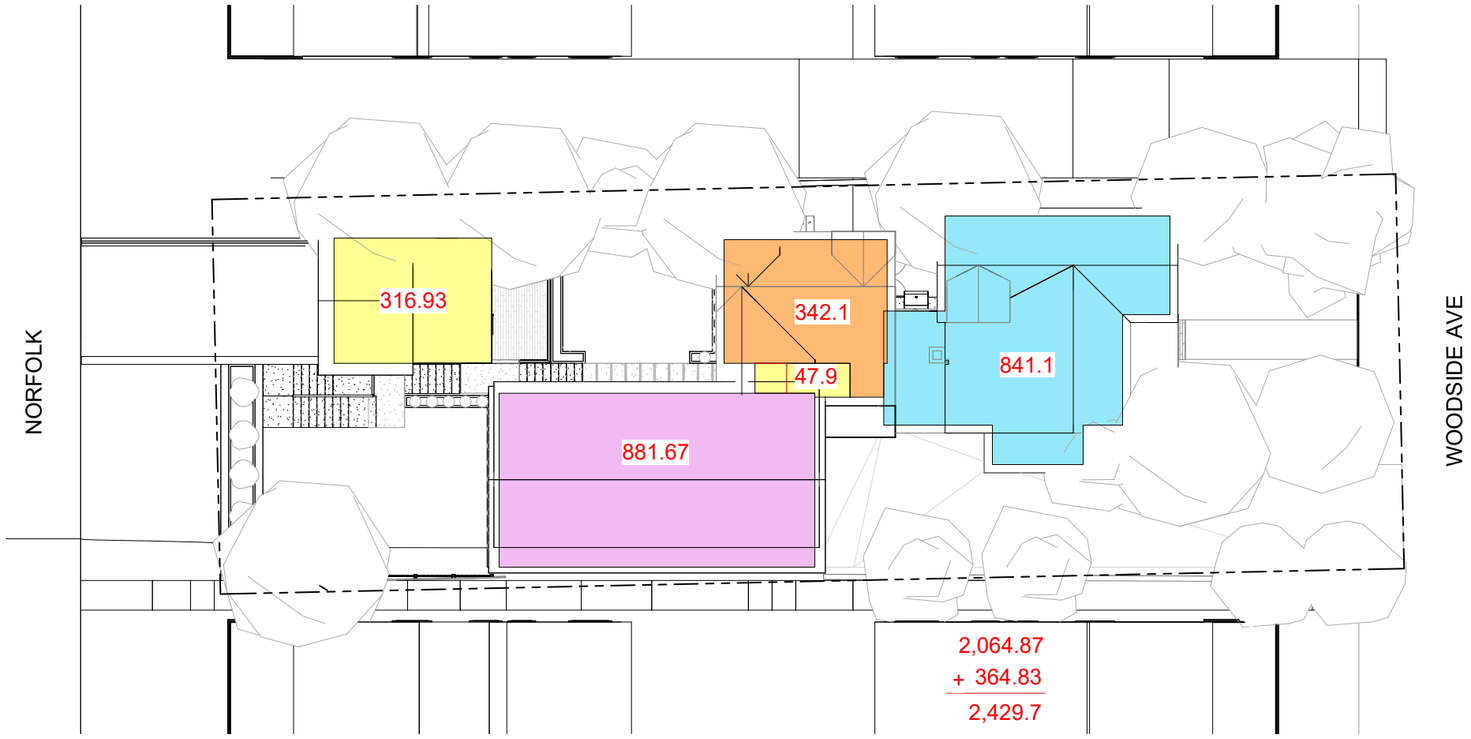


APPROVED

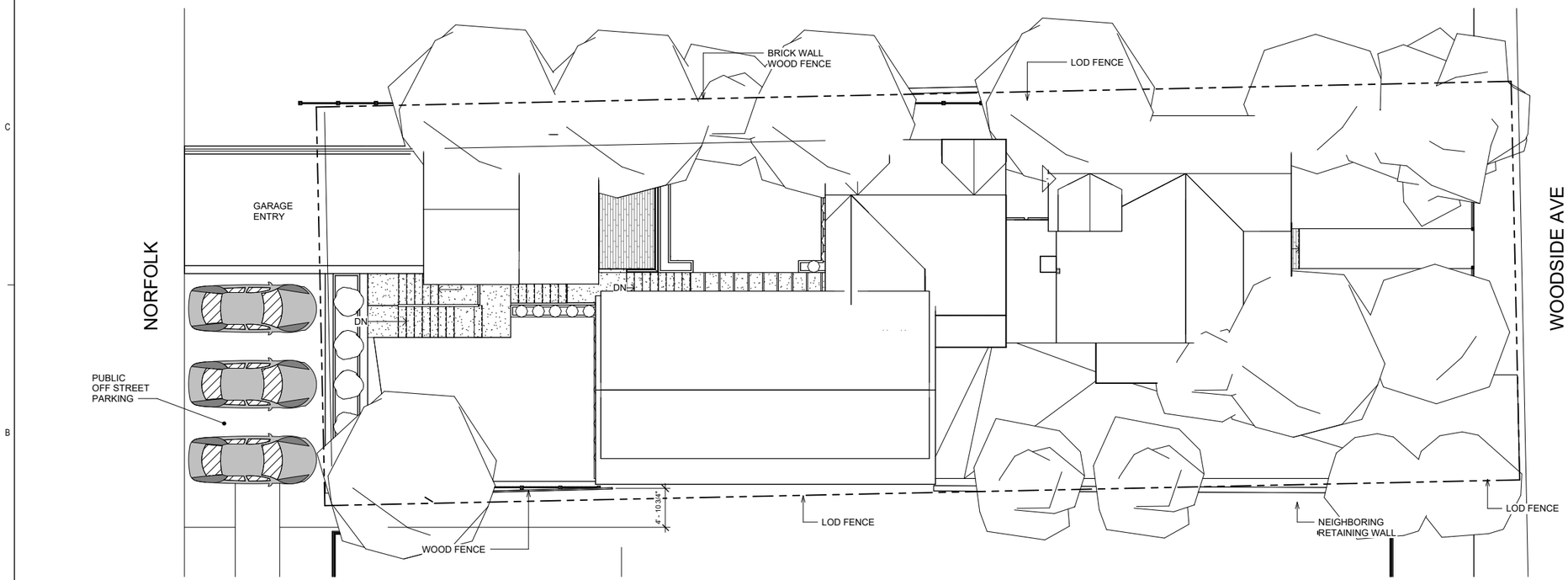
CONTACTED, NO RESPONSE

RESPONSE PENDING PHYSICAL VISIT TO PARK CITY

KNOCKED, NO ANSWER



1 A400 **Site Plan Sq Ft**
1/8" = 1'-0"



instudio design

SHERI RUSSELL INTERIOR DESIGNER
435.640.8997 admin@instudiodesign.com
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE

1127 WOODSIDE AVE, PARK CITY, UTAH

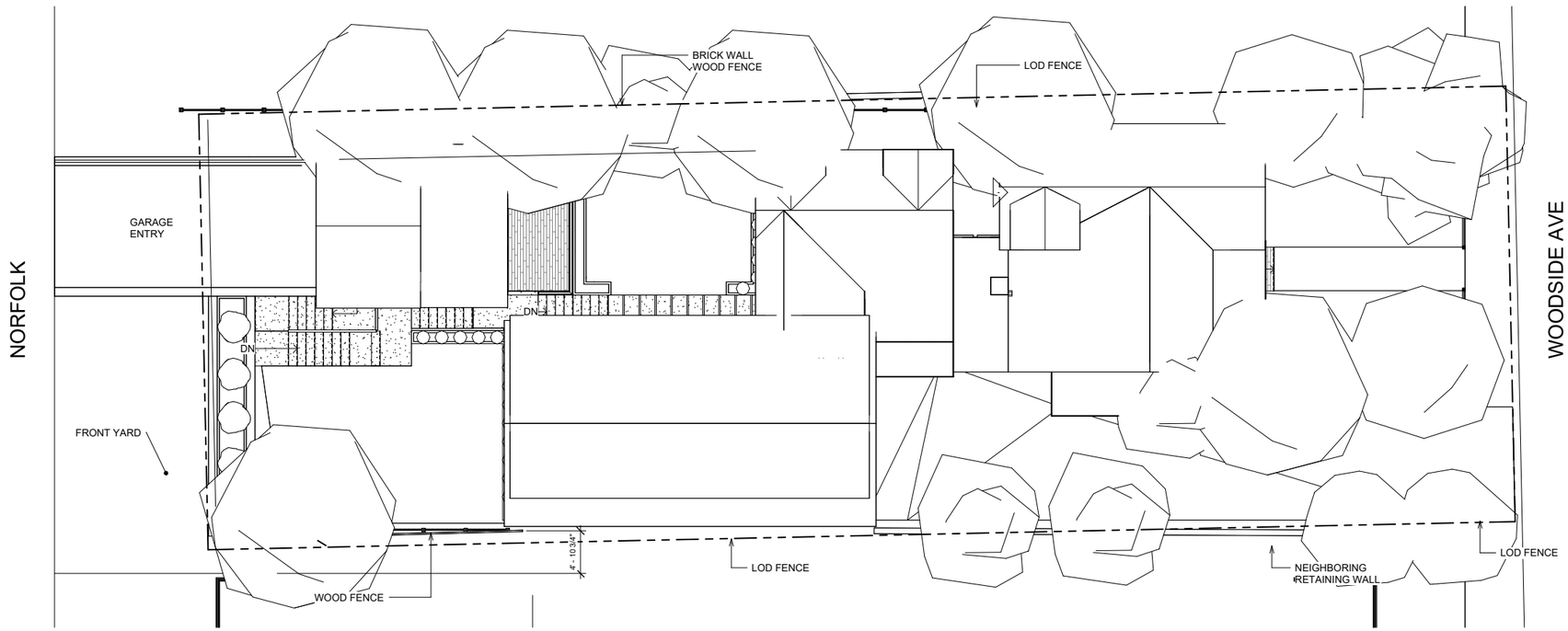
Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

7/18/2025 12:59:45 PM

site plan

A101



instudio design

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435.640.8997 admin@instudiodesign.com
OFFICE: 1167 Woodside Ave, Park City, UT, 84060

SANDERS RESIDENCE

1127 WOODSIDE AVE, PARK CITY, UTAH

Residential Renovation

PROJECT #:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
ISSUED :

7/18/2025 1:00:54 PM

site plan

A101

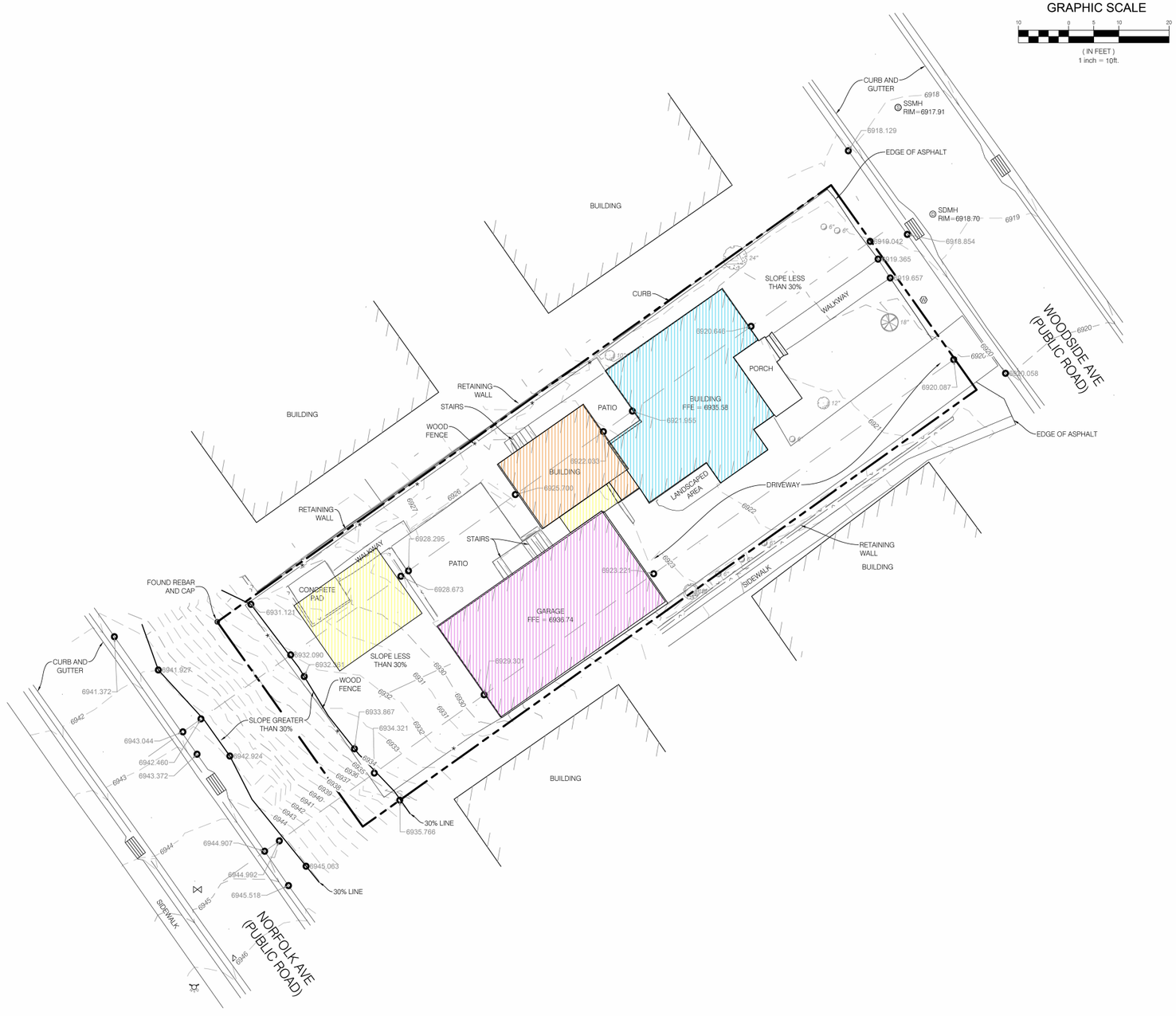
TOPOGRAPHY SURVEY

1127 WOODSIDE AVE
PARK CITY
SUMMIT COUNTY, UTAH

NORTH

GRAPHIC SCALE

10 0 5 10 20
(IN FEET)
1 inch = 10ft.



NARRATIVE OF TOPOGRAPHY:

SCOPE
BENCHMARK ENGINEERING AND LAND SURVEYING, LLC WAS RETAINED BY INSTUDIO DESIGN TO PERFORM A TOPOGRAPHY SURVEY AS SHOWN HEREON.

BENCHMARK
STREET MONUMENT
NORFOLK AVE AND 11TH STREET
ELEVATION = 6970.87

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LEGEND AND ABBREVIATIONS:

CURB & GUTTER
EDGE OF EXISTING ASPHALT
FENCE, WOOD
RETAINING WALL
30% SLOPE LINE

SDMH STORM DRAIN MANHOLE
SSMH SANITARY SEWER MANHOLE
SD STORM DRAIN
CB CATCH BASIN

DECIDUOUS TREE
CONIFEROUS TREE
STORM DRAIN INLET BOX
SANITARY SEWER MANHOLE & PIPE
STORM DRAIN MANHOLE & PIPE
WATER VALVE & WATER METER
FIRE HYDRANT

No.	DATE	DESCRIPTION
1.	10.17.2024	MATCH ELEV. DATUM TO EX. PROJECT

DRAWN BY: TF
CHECKED BY: CT / DB
FIELD CREW: TF
DATE: 10.08.2024
DWG FILE: 2408124.dwg

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 1"

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
11/26/2024
STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

INSTUDIO DESIGN

1127 WOODSIDE AVE
PARK CITY, UTAH

PROJECT NO. 2408124

TOPOGRAPHY SURVEY

SVB.01
1 OF 1

PARK CITY
1884
PLANNING DEPARTMENT

October 16, 2013

Emily White
PO Box 681027
Park City, UT 84068

NOTICE OF PLANNING STAFF ADMINISTRATIVE ACTION

Project Address:	**1127 Woodside Avenue**
Project Description:	**Addition to Landmark Structure**
Date of Action:	**October 16, 2013**
Project Number:	**PL-13-01821**

Summary of Staff Action
Staff reviewed this project for compliance with the Historic District Design Guidelines, specifically with 1) Universal Guidelines (#1 through #10) and 2) Specific Guideline: B.2. Exterior Walls, D.1. Protection for Historic Structures and Sites, and D.2. General Compatibility. Staff found that as conditioned the proposed new addition and changes to the historic structure will comply with applicable Guidelines. This letter serves as the final action letter and approval for the proposed design for 1127 Woodside Avenue, as redlined subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact
1. The property is located at 1127 Woodside Avenue.
2. The parcel is approximately 7,501 square feet in size. The minimum lot size in the Historic Residential-Medium Density (HRM) is 1,875 square feet.
1. The property is located in the Historic Residential (HR-1) Zoning District.
2. The site is a developed parcel with a historic structure, identified on the City's Historic Sites Inventory (HSI) as a "Landmark" site.
3. Currently, the main building (house) is approximately 1,367 square feet and the accessory structure (garage) is approximately 1,760 square feet; however, the proposed alterations will increase the main building to 2,015 square feet, not including the 880 square feet of additional living space above the garage .
4. Condition of Approval #7 for the plat, approved as Ordinance 13-31 states that the maximum total footprint allowed on the lot is 2,100 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint

calculations for the house and garage. The proposed modifications will increase the existing building footprint by 341.41 square feet. The total square footage of the main building (house) footprint will be 1,159 square feet , 880 square feet for the accessory (garage) structure, and 18 square feet for the connector.

5. The proposed building meets the minimum requirements of the Park City Land Management Code (LMC) Section 15-2.4-7(A) – Building Height-Building Height Exceptions.
6. The maximum building height allowed in the HR-1 District is twenty-seven feet (27') feet measured from the natural grade. The new addition has a height of 20.75 feet.
7. The maximum building height for an accessory structure in the HR-1 District is eighteen feet (18'). The existing garage structure measures 23.5 feet in height. It is legal non-conforming.
8. There are minimum required Front, Rear, or Side Yard dimensions in the HR-1 District of fifteen feet (15'), fifteen feet (15'), and five feet (5'). The main structure (house) is currently 4.5 feet from the north (side) property line. Per Land Management Code (LMC) 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The accessory structure (garage) is 1.4 feet from the south (side) property line; it is a legal non-conforming building.
9. The primary access to the property is from Woodside Avenue, an adjacent public street.
10. Per the Historic Site Form, much of the historic integrity of the structure had been lost in the 1960s during a renovation; however, a renovation in the early 1990s restored much of the historic character of the home by 1995. The existing windows, porch, and siding date from this 1990s renovation.
11. Alterations and new additions to the historic home require adherence to the Design Guidelines for Historic Districts and Historic Sites.
12. The proposal complies with Universal Design Guideline #1 as the site will be used as it was historically, as a residence.
13. The proposal complies with Universal Design Guideline #2 as changes to the site or building that have acquired historic significance in their own right will be retained and preserved.
14. The proposal complies with Universal Design Guideline #3 as the historic exterior features of a building will be retained and preserved.
15. The proposal complies with Universal Design Guideline #4 as the distinctive materials, components, finishes, and examples of craftsmanship will be retained and preserved. The owners have not proposed to reproduce missing historic elements that were original to the building or have been removed.
16. The proposal complies with Universal Design Guideline #5 as deteriorated or damaged historic features and elements will be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element will match the original in design, dimension, texture, material, and finish.
17. Universal Design Guideline #6 is not applicable to this project as the applicant does not propose to change any existing incompatible features that do not contribute to the significance of the site or building.

18. The proposal complies with Universal Design Guideline #7 as the site will be recognized as a physical record of its time, place and use. The applicant is not proposing to introduce architectural elements or details that visually modify or alter the original building design when no evidence of such elements or details exists.
19. The proposal complies with Universal Design Guideline #8 as chemical or physical treatments, if appropriate, will be undertaken using recognized preservation methods. Treatments that cause damage to historic materials will not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.
20. The proposal complies with Universal Design Guideline #9 as the new addition, exterior alterations, and related new construction will not destroy historic materials, features, and spatial relationships that characterize the site or building.
21. Finally, the proposal complies with Universal Design Guideline #10 as the new addition and related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored.
22. As proposed, the design complies with Specific Design Guideline B.2 Exterior Walls. window/door configuration, wall planes, recesses, bays, balconies, steps, porches, and entryways will be maintained in their original location on the façade. The repair of deteriorated or damaged facade materials will be completed using recognized preservation methods. Where historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects; scale, dimension, texture, profile, material, and finish.
23. The proposal complies with Specific Design Guidelines D.1 Additions to Historic Structures.
    a. The proposal meets D.1.1 as the additions to historic buildings has been considered only after it was demonstrated by the owner/applicant that the new use cannot be accommodated by altering interior spaces.
    b. The proposal meets D.1.2 as the additions will be visually subordinate to historic buildings when viewed from the primary public right-of-way.
    c. The proposal meets D.1.3 as the additions will not obscure or contribute significantly to the loss of historic materials.
    d. The proposal meets D.1.4 as a clear transitional element between the old and the new should will be constructed where the new addition abuts the historic building, minor additions, such as bay windows or dormers do not require a transitional element.
    e. The proposal meets D.1.5 as additions to the historic structure that have achieved historic significance in their own right will be retained.
24. The proposal also complies with Specific Design Guidelines D.2 General Compatability.
    f. The proposal meets with D.2.1 as the additions will complement the visual and physical qualities of the historic building.
    g. The proposal meets D.2.2 as the building components and materials used on the addition will be similar in scale and size to those found on the original building.
    h. The proposal meets D.2.3 as the window shapes, patterns and proportions found on the historic building are reflected in the new addition.

i. The proposal meets D.2.4 as the large rear addition will be visually separated from historic building when viewed from the public right of way.
j. The proposal meets D.2.5 as the addition is not an in-line addition.

Conclusion of Law

1. The proposal complies with the 2009 Park City Design Guidelines for Historic Districts and Historic Sites as conditioned.
2. The proposal complies with the Land Management Code requirements pursuant to the Historic Residential (HR-1) District (lot size, setbacks, etc.).
3. The proposed building meets the applicable Historic District Design Guidelines for Historic Sites in Park City, as well as applicable Universal Design Guidelines.

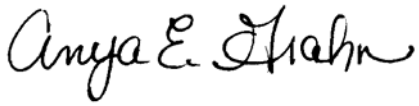
Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the Building Department is a condition precedent to the issuance of any building permit. The CMP shall consider and mitigate impacts to the existing neighboring structures, and existing infrastructure/streets from the construction. All anticipated road closures shall be described and permitted in advance by the Building Department.
2. Final building plans and construction details shall reflect substantial compliance with the drawings stamped in on August 19, 2013 and October 7, 2013, redlined and approved by the Planning Department on October 16, 2013. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to construction. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
3. The designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in appearance to the approved architectural drawings/documents shall be reviewed and approved prior to construction. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
4. A final landscape and irrigation plan must be submitted with the Building Permit application. This landscape plan shall incorporate landscaping so that the off-street parking area and associated vehicles should be visually buffered from adjacent properties and the primary public right-of-way.
5. The Historic Preservation Plan must be approved by the Planning Director and the Chief Building Official, or their designees.
6. The applicant must provide the City with a financial Guarantee to ensure compliance with the conditions and terms of the Historic Preservation Plan.
7. If a building permit has not been obtained by October 16, 2014, this HDDR approval will expire, unless an extension is requested prior to the expiration date and granted by the Planning Department.

8. The City Engineer shall review and approval all appropriate grading, utility installation, public improvements, drainage plans, and flood plain issues, for compliance with City and Federal standards, and this is a condition precedent to building permit issuance.
9. Any area disturbed during construction surrounding the proposed work shall be brought back to its original state prior to issuance of a Certificate of Occupancy.
10. Construction waste should be diverted from the landfill and recycled when possible.
11. Exterior lighting is not approved. Cut sheets and locations shall be submitted to the Planning Department for review and approval prior to installation. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded.
12. All mechanical equipment and utilities, including heating and air conditioning units, meters, and exposed pipes, should be located on the rear façade or another inconspicuous location (except as noted in B.1.2) or incorporated into the appearance as an element of the design. Ground-level equipment should be screened from view using landscape elements such as fences, low stone walls, or perennial plant materials. Historic building elements should not be removed or obstructed when installing systems and equipment. Contemporary communication equipment such as satellite dishes or antennae should be visually minimized when viewed from the primary public right-of-way.
13. If historic exterior materials cannot be repaired, they shall be replaced with materials that match the original in all respects; scale, dimension, texture, profile, material, and finish.
14. Lighting has not been submitted, included or reviewed as part of this application. All exterior lighting cut sheets and locations shall be submitted to the Planning Department for review and approval prior to building permit issuance. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded.
15. The 1127 Woodside Avenue Subdivision Plat, approved by Ordinance 13-31, must be recorded with the Summit County Recorder's Office prior to the issuance of any building permits.
16. Materials that are traditionally painted should have an opaque rather than transparent finish. A weather-protective finish to wood surfaces that were not historically painted shall be provided. When possible, low-VOC (volatile organic compound) paints and finishes should be used.
17. All new roofing materials must be neutral and muted in color and should not be reflective.
18. Historic window and door openings and surrounds should be maintained. Replacement windows and doors should exactly match the historic in size, dimension, glazing pattern, depth, profile, and material. Replacement windows on the historic structure must be wood. Aluminum-clad wood windows can be used on the new addition and garage.
19. Approval of this HDDR was noticed on October 16, 2013, and any approval is subject to a 10 day appeal period.
20. All standard conditions of approval shall apply (see attached).

If you have any questions about this approval, please do not hesitate to contact me. I can be reached at (435) 615-5067, or via e-mail at anya.grahn@parkcity.org.

Sincerely,



Anya E. Grahn
Historic Preservation Planner

PARK CITY MUNICIPAL CORPORATION
STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.

2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.

4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.

5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.

6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.

8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.

9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.

10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match

replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.

11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.

12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.

13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.

14. The planning and infrastructure review and approval are transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.

15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.

16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.

17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.

18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

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