PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
November 13, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, November 13, 2019.

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 October 16, 2019.
October 16, 2019 Minutes

2.B. Consideration to Approve the Planning Commission Meeting Minutes from October 23, 2019.
October 23, 2019 Minutes

3.PUBLIC COMMUNICATIONS

4.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

5.CONTINUATIONS

5.A. 622, 652, 660 Rossie Hill Drive – Subdivision – Lilac Hill East Subdivision Proposes a Major Subdivision of One (1) Lot Containing Three (3) Historic Structures into Five (5) Lots of Record. Lot 1 Contains 4869 Square Feet, Lot 2 Contains 6,696 Square Feet, Lot 3 Contains 7,581 Square Feet, Lot 4 Contains 7,666 Square Feet, and Lot 5 Contains 5,947 Square Feet. PL-19-04332
(A) Public Hearing and (B) Continuation to December 11, 2019
Staff Report

5.B. Portions of Parcel 17 and 18 – Zoning Map Amendment – Request for a zone change for Seven (7) Tracts of Bureau of Land Management (BLM) Owned Land in the Rossie Hill, Aerie and Marsac 100 Area to Recreation Open Space (ROS) In Order to Preserve the Undeveloped Lots as Open Space. PL-19-04356
(A) Public Hearing (B) Continuation to December 11, 2019

Staff Report Continuation

6.CONSENT AGENDA

6.A. 1345 Lowell Avenue - Ratification of First Amendment of Development Agreement - The City and VR CPC Holdings, Inc., (the Developer) are Seeking to Amend the Development Agreement to incorporate the 2007 Annexed Property consisting of 2800 acres leased by the Developer from TCFC LeaseCo into the Development Agreement, the Master Planned Area and the Mountain Upgrade Plan and the City land use process applicable thereto. PL-14-02600
(A) Ratification

Staff Report First Amendment
Exhibit A: First Amendment

7.WORK SESSION

8.REGULAR AGENDA

8.A. 1000 Ability Way – Development Agreement – The Commission will consider ratifying the Development Agreement for the National Ability Center Master Planned Development. PL-16-03096
(A) Possible Ratification
National Ability Center Housing Mitigation Plan Staff Report
Exhibit A: National Ability Center Housing Statement
Exhibit B: Housing Mitigation Plan

8.B. 901 Woodside Avenue – Conditional Use Permit – The Applicant is Proposing the Construction of a Private Driveway Within a Platted, Un-built City Street. Item Continued from the September 25, 2019 Planning Commission Meeting. PL-19-04152
(A) Public Hearing and (B) Possible Action
Staff Report
Exhibit A- Proposed Plans
Exhibit B- Example Encroachment Agreement

8.C. 57 and 59 Prospect Avenue – Subdivision – Little Maggie Subdivision Proposes a Minor Subdivision of Three (3) Parcels Containing Two (2) Historic Structures into Two (2) Lots of Record. Lot 1 Contains 1,989 Square Feet and Lot 2 Contains 4,822 Square Feet. PL-19-04338
(A) Public Hearing and (B) Possible Recommendation to City Council on December 5, 2019
Staff Report
Exhibit B- Survey
Exhibit A- Draft Ordinance and Proposed Plat
Exhibit C- Aerial Photographs and Site Photographs
Exhibit D- Applicant's Project Description

8.D. 875 Main Street - The Lift Lodge at Town Lift, Second Amended Condominium Plat. PL-19-04341
(A) Public Hearing (B) Possible Recommendation to City Council on December 5, 2019
875 Main Street - The Lift Lodge at Town Lift, Second Amended Condominium Plat Staff Report
Exhibit A: Proposed Plat
Exhibit B: First Amendment To The Lift Lodge At Town Lift (existing plat)
Exhibit C: Aerial Image
Exhibit D: Applicant Submittal
Exhibit E: 1982 Agreement
Exhibit F: 1992 Agreement Amending the 1982 Agreement
Exhibit G: Site Photos

8.E. 1271 Lowell Avenue – Condominium Plat – The King's Crown Condominium Plat Consists of 26 Market Rate Units and 1 Affordable Housing Unit. PL-19-04159
(A) Public Input (B) Recommendation to City Council for November 21, 2019
Staff Report
Exhibit B - Updated Applicants Project Description
Exhibit C - Survey
Exhibit D - Aerial Photograph
Exhibit E - Site Photographs
Exhibit F - Kings Crown Resubdivision Plat (recorded)
Exhibit G - Proposed Kings Crown Resubdivision First Amended Plat

8.F. 1500 Snow Creek – Conditional Use Permit – Silver King Coffee is Seeking a CUP for a Retail Drive-up use in the Regional Commercial Overlay District in the South-East Side of the Snow Creek Crossing Parking Lot. PL-19-04339
(A) Public Hearing (B) Possible Action
Staff Report Silver King
Exhibit A: Applicant's Letter of Intent
Exhibit B: Proposed Plans
Exhibit C: MPD
Exhibit D: MOU DFCM & City
Exhibit E: Director Determination
Exhibit F: 2011 PC Action
Exhibit G: 2016 PC Action Letter
Exhibit H: Retail Expansion Concept Plan

8.G. 632 Deer Valley Road – Condominium Plat – The Applicant is Proposing to Create a Condominium Plat Consisting of Four (4) Units. PL – 19-04308
(A) Public Hearing (B) Possible Recommendation to City Council November 21, 2019
Staff Report 632 Deer Valley Loop
Exhibit B: Project Intent
Exhibit C: Existing Conditions
Exhibit D: Proposed Condo Plat

8.H. 81 King Road - Nightly Rental Conditional Use Permit – The Applicant is Seeking a Condition Use Permit for a Nightly Rental Use at 81 King Road. PL – 19-04326
(A) Public Hearing (B) Possible Action
Staff Report King Road
Exhibit A: Applicant's Statement
Exhibit B: Existing Site Plan
Exhibit C: Regulation of Nightly Rentals
Exhibit D: Public Input

8.I. 7677 Village Way, Lot 2 Village at Empire Pass North Subdvision, The Argent at Empire Pass – Conditional Use Permit – The Applicant is Proposing the Development and Construction of a Residential Condominium Building on Lot 2 at Empire Pass North. The Site is Subject to the Amended Agreement for Flagstaff Mountain March 2007, Which Granted the Developer/Owner a Large Scale MPD. The Property is Also Subject to the Village at Empire Pass Master Planned Development (VEP MPD), July 2004, and the Village at Empire Pass North Subdivision Plat, June 2017. The Applicant is Proposing a 108,602 Square Foot Structure Consisting of 28 For Sale Units (not exceeding 64,000 square feet or 32 Unit Equivalents), One (1) ADA unit, Two (2) Employee Units, 39 Parking Spaces and Various Residential Accessory Uses. The Applicant Submitted a Concurrent Application for a Condominium Plat. If This CUP is Not Approved the Condominium Plat Will Be Continued to a Future Date. PL-19-04276
(A) Public Hearing (B) Possible Action
Staff Report Village Way CUP
Exhibit A: Applicant's Project Description
Exhibit B: DRB Approval
Exhibit C: Plan Set
Exhibit D: Approved Subdivision Plat Village North
Exhibit E: VEP MPD Link
Exhibit F: Amended Development Agreement Link
Exhibit G: Approved MPD Building 4 Volumetric Diagrams
Exhibit H: Village Map
Exhibit I: MPD Pod Maps
Exhibit J: Technical Reports Link
Exhibit K: Planning Director Determination
Exhibit L: Residences COA and MOA

8.J. 7677 Village Way, Lot 2 Village at Empire Pass North Subdivision, The Argent at Empire Pass Condominiums – Condominium Plat – Empire Pass North LLC, is Proposing the Development and Construction of a Residential Condominium Building on Lot 2 at Empire Pass North. The Site is Subject to the Amended Agreement for Flagstaff Mountain March 2007, Which Granted the Developer/Owner a Large Scale MPD. The Property is Also Subject to the Village at Empire Pass Master Planned Development (VEP MPD), July 2004, and the Village at Empire Pass North Subdivision Plat, June 2017. The Applicant is Proposing a 108,602 Square Foot Structure Consisting of 28 For Sale Units (not exceeding 64,000 square feet or 32 Unit Equivalents), One (1) ADA accessible unit, Two (2) Deed Restricted Employee Units, 39 Parking Spaces and Various Residential Accessory Uses. The Applicant Submitted a Concurrent Application for a Conditional Use Permit. If the CUP is Not Approved the Condominium Plat Will Be Continued to a Future

Date. PL-19-04278
(A) Public Hearing (B) Possible Action
Staff Report Village Way Condo Plat
Exhibit A: Draft Condo Plat Plans
Exhibit B: Applicant's Project Description
Exhibit C: Approved Subdivision Plat Empire Pass Village North
Exhibit D: VEP MPD Link
Exhibit E: Amended Development Agreement Link
Exhibit F: Technical Reports Link
Exhibit G: Residences COA and MOA

9.ADJOURN

A majority of PLANNING COMMISSION members may meet socially after the meeting. If so, the location will be announced by the PLANNING COMMISSION Chair Person. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

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

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
OCTOBER 16, 2019

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Mark Sletten, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Hannah Tyler, Planner; Laura Kuhrmeyer, Planner; Mark Harrington, City Attorney

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ROLL CALL

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioner Suesser, who was excused.

PUBLIC COMMUNICATIONS
There were no comments

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson appreciated the Planning Commission taking the time to attend this special meeting. This meeting addresses the State regulation changes in the Affordable Housing Plan. Director Erickson requested that the Planning Commission move on this quickly because any delays would affect the ability to bring forward the analysis on Affordable Housing and Accessory Units before the end of the year; as well as the report to the City Council on the GAP Analysis and the economics of developing additional housing, which is due in the first quarter. Director Erickson stated that the consultancy is coming back to meet with the Planning Commission on the analysis.

Director Erickson recommended that the Planning Commission hear the presentation this evening so the Staff could take it to the City Council. They could have a longer conversation about how they are supposed to be delivering housing. Director Erickson recognized that this was an irregular process, but the State Legislature made changes and the City was doing its best to respond.

Director Erickson would make sure the Planning Commission has a quorum for the October 23rd meeting. Due to the holiday, there would only be one meeting in November and one meeting in December.

Commissioner Hall stated that two weeks ago she attended Mountain Towns 2030 with Staff in the Sustainability Department and community members from Park City. There

PENDING APPROVAL

was a lot of talk about cities and municipalities updating their codes to have more sustainable practices. Commissioner Hall requested a Work Session with Luke or someone else to talk about implementing better sustainable practices within Park City. Director Erickson stated that the Planning Department was in the process of doing that now, especially with the Historic District Design Review. He would schedule a work session on a future agenda. Commissioner Hall had spoken with Luke and he was willing to attend a Planning Commission meeting to discuss some of his thoughts.

Commissioner Kenworthy asked for the status for the historic preservation report. Director Erickson stated that Planner Tyler had met with the consultant earlier that day and he expected to have a draft report in a week or two. It would be provided to the Planning Commission after Planner Tyler reviews it.

Planner Tyler reported that she met with Anne Oliver, who was doing the report. Ms. Oliver hoped to have the report completed by the end of this week, which would give the Staff ample time to review it for the November 7th City Council meeting.

Commissioner Kenworthy asked if Twisted Branch site visit was scheduled for the Planning Commission. Chair Phillips clarified that at the last meeting the Commissioners heard public input that made them think a site visit would be worthwhile. He noted that City Attorney Harrington had advised the Planning Commission to visit the site as a group and not as individuals.

City Attorney Harrington stated that he and Director Erickson would discuss the public input regarding a site visit and get back with the Planning Commission.

Commissioner Hall stated that he had emailed with City Attorney Harrington about rights-of-way. She noted that the application for 901 Woodside was continued at a previous meeting. After she left the meeting, she wanted to make sure the Commissioners had given the Staff and the applicant proper direction so it would not be continued again. City Attorney Harrington stated that the Staff would cover everything in the Staff report when the application comes back at another meeting.

WORK SESSION

5.A 2017 Housing Assessment and Plan Update – the Commission will Conduct a Work Session on Proposed Updates to the 2017 Housing Assessment and Plan, the Moderate Income Housing Element of the General Plan.

PENDING APPROVAL

Jason Glidden, Housing Development Manager, echoed Director Erickson regarding the quick deadline to submit this Plan to the State. Mr. Glidden recognized Rebecca Ward and Rhoda Stauffer for the time they spent helping to get this completed.

Mr. Glidden stated that during the last Legislative session, the Legislature enacted Senate Bill 34, the Affordable Housing modifications bill, which requires cities to enhance their affordable housing plans. He noted that Municipalities were previously required to have housing plans, but there was very little compliance. The purpose of SB34 is to add more clarity on what the Legislature wanted to see in the plan; and to add more teeth to the Plan. Therefore, State Transit and Transportation Funding was tied to SB34 so those who are not in compliance and do not submit to the deadline are at risk of having the funds reduced or withheld.

Commissioner Thimm asked if it monetarily affects Park City. Mr. Glidden replied that he was asked that same question on the radio, but he had not had the opportunity to ask the Transportation Department whether it has an effect. Mr. Glidden assumed there would be some affect since Park City is funded both federally and by the State.

Mr. Glidden stated that due to the previous requirements, Park City has had a plan for many years. They only needed to modify a few things and to make sure that the Plan was incorporated as part of the General Plan.

Mr. Glidden requested that the Planning Commission review the modified Affordable Housing Plan, provide feedback, and make a recommendation to the City Council to approve the Plan and have it incorporated as part of the General Plan.

Mr. Glidden stated that in 2006 the City Council created a goal of 800 units by 2026. He noted that the Affordable Housing Plan was last updated in 2017. These are five-year plans. Previously, municipalities were required to report back every other year; however, that has been changed to an annual report on the Plan itself and on the progress of the Plan. Mr. Glidden presented a slide showing the goals that were stated in the 2017. He believed the City had done a good job accomplishing many of the goals and making substantial headway on others.

Mr. Glidden clarified the modifications that were made to the Plan to satisfy the requirements in SB34. He stated that the State created a menu of 23 strategies for municipalities to choose from. The municipalities that are required to submit the Moderate Income Housing Plan are required to incorporate 3 of the 23 strategies into the Plan. However, if a municipality has a fixed transit system, the Plan needs to include a fourth strategy. Mr. Glidden remarked that the additional strategy focuses more on developing housing options around transit, which Park City was already doing.

PENDING APPROVAL

Mr. Glidden noted that housing was included in the 2014 General Plan. Goals 7 and 8 in the General Plan address housing. In addition, there is a strategy that outlines a housing tool kit that they should be using. He pointed out that this was not the first time Park City has tried to incorporate housing and housing strategies and goals into the General Plan; but they need to include the Moderate Income Plan as an appendix into the General Plan.

Mr. Glidden reviewed the Plan and outlined the ongoing strategies. The first is Stewardship of Existing Affordable Housing Inventory. It is important to make sure that the current affordable housing remains affordable and in good condition. The City will continue to review the most recent Housing Resolution, which is the 03-2017, to see where changes possibly need to be made to help incentivize more affordable housing. Another strategy is to update housing deed restrictions, which they already do on a fairly regular basis as new loopholes and provisions present themselves.

Mr. Glidden reviewed the 2020 Goals and Strategies. The first is to build affordable and attenable units on City property through public/private partnerships. They will look into using financial strategies to use Housing Authority bonds to build Housing Authority owned low and moderate income rentals. They were looking to implement zoning incentives for affordable units and new developments. This could include reduced parking for certain affordable housing and amendments to the LMC to incentivize affordable housing developments. The last is to encourage affordable housing near transit. Mr. Glidden remarked that Park City was already doing that by trying to locate all affordable housing within a quarter mile of any fixed transit stop.

Chair Phillips asked if Strategy Three was across all zones. Mr. Glidden stated that they would be working on that strategy with the consultant. He assumed the consultant would have a recommendation on what zones they should be looking at for the most opportunity. However, all zones were up for discussion if needed. He would be better able to address the question when they come back with the report from the consultant.

Mr. Glidden reviewed the implementation timelines. He stated that the goal is to develop another 58 ownership units and 70 rental units by 2022. The development of the financial strategy is the purview of the Housing Authority and their ability to bond. It was targeted to be completed by the end of 2020 and it would be overseen by the Nate Rockwood, Director of Redevelopment and Capital Management. Mr. Glidden commented on zone incentives. He expected the final report from the consultant in the next few weeks and he will come back to the Planning Commission and the City Council to report their findings. At that point they can start the process of changing the LMC. The Staff will make recommendations for the Planning Commission for discussion. The goal is to have the LMC amended by the end of 2020. The LMC

PENDING APPROVAL

would be overseen by Planner Hannah Tyler. Mr. Glidden stated that the last one, which is to encourage the affordable housing near transit, will be ongoing. It plays well into other critical priorities and goals of the City in terms of transportation and energy.

Mr. Glidden commented on the procedures. He was looking for feedback this evening from the Planning Commission. The Commissioners should conduct a public hearing, make any modifications they deem appropriate, and forward a recommendation to the City Council. It would then go to the City Council on November 7th for input and further modifications. The City Council would then adopt the Plan as part of a resolution.

Mr. Glidden summarized that the Plan must be adopted by the City Council and reviewed on an annual basis. He noted that the Planning Commission could expect to see the Plan every year and provide feedback on an annual basis. The Plan then needs to be filed with the State. Mr. Glidden remarked that the Cascadia Report will be another opportunity for the Planning Commission to address possible changes to the LMC.

Commissioner Thimm asked if there was a difference between Moderate Income Housing and Affordable Housing. Mr. Glidden replied that the only difference is how the State defines the two. The State defines Moderate Income Housing as 80% AMI and below; which is how Park City defines Affordable Housing.

Commissioner Thimm referred to the 80% AMI and asked if there was anything in the Plan to look at more deeply targeted affordable housing in Park City below 80% AMI. Mr. Glidden stated that part of the reporting is that the State has a spreadsheet that helps calculate the housing need. It breaks it down from 80%, 50%, and 30% and provides a better idea of the need at different levels. It will help the City target those levels in future developments.

Commissioner Thimm asked if Park City's Plan would ultimately start to look at the different levels. Mr. Glidden answered yes. Director Erickson stated that they would start to see the Housing Team drive additional rental housing forward as opposed to trying to for-sale housing at the 80% and 90% AMI. Director Erickson anticipated seeing the lower ends of the AMI with rental units. He noted that the Finance Department of the City was trying to decide where the funding will come from, and how the Housing Teams will move that money through the system. The question is whether or not the City wants to be the owner or manager of rental housing for the lower AMIs. Director Erickson stated that Mr. Glidden would be coming forward with a different type of housing to support a slightly higher AMI in an effort to consider the mid-level professional that cannot meet the normal rental costs. He anticipated that this time next year they could be talking about 110% AMI.

PENDING APPROVAL

Commissioner Hall referred to the older deed restricted units from the 1997 era, and asked if they were able to rectify some of those deed restrictions that have issues. Mr. Glidden replied that one goal addressed was the buyback program. The program was successful but it took a lot of resources of both the Housing and Legal Staff. Mr. Glidden stated that they were able to find a better way through a straw sale. He explained that as it passes through the City they can update the deed restrictions before it goes to the next buyer. Mr. Glidden remarked that any time someone notifies the City that they are selling an affordable unit, they look at the deed restrictions to see which version they have. He remarked that the majority coming through currently are the older ones that will be updated as they come through.

Commissioner Hall wanted to know how the goal for 15% of the City's workforce is defined. Mr. Glidden replied that it is the workforce of Park City that works within the City limits. Commissioner Hall asked if there were goals for the City Staff to live within the City limits. Mr. Glidden stated that there were no specific goals internally for strictly City government employees. They were more focused on the 15% general Park City population.

Director Erickson stated that it was an ongoing conversation between the Planning Department, Housing, and the Legal Department in trying to comply with the Fair Housing Regulations in holding back units for a particular class or workforce. Director Erickson emphasized that he, Planner Tyler and Mr. Glidden are having the conversations to make sure they are meeting the Fair Housing goals.

Mr. Glidden remarked that the City wants to be a leader in this as well. If they want other employers in the area to provide workforce housing the City should be doing it too. He noted that in looking at the calculations, the City was currently above 15% of employees that have housing.

Commissioner Sletten noted that the Blue Ribbon Housing Committee tried to look at those areas. However, the legal aspects of creating separate class precluded going in that direction.

Commissioner Hall wanted to know how it works with the Superintendent, and whether it is part of an employment package. City Attorney Harrington stated that Fair Housing is just a part of the analysis but not necessarily a barrier. It is a combination of things. The City operates both as an employer with its own internal policy, that is separate from the regulatory. There are several programs available and all have different tax consequences. Mr. Harrington stated that the City Council continues to look at bringing a more specific goal in line. The program has been expansive and there is a balance.

PENDING APPROVAL

There is a perception that if the City over-allocates public money for solving its own problem, it creates a different inequity. The City Council is sensitive to that perception.

Chair Phillips understood that Cascadia had already given one report to the City Council. Mr. Glidden stated that Cascadia reported back to the City Council last month. He remarked that the City Council was most interested in the financial side and whether this will work. Cascadia looked at the GAP analysis financially and created a financial tool for the City. It provides insight on how the Planning Commission will want to make recommendations moving forward on possible changes and whether they will be effective. Director Erickson commented on the time Cascadia spent meeting with local developers, local builders, and construction and finance people; and understanding and managing the capital costs inside of that model to make sure it was appropriate for Park City.

Planner Tyler noted that the Cascadia reported to the City Council on September 12th. It was the first work session item if any of the Commissioners wanted to listen to the recording of the meeting.

Chair Phillips clarified that the City Council would lead the policy direction and the Planning Commission would assist with the LMC changes and provide input.

Commissioner Kenworthy looked forward to the report and doing all they can to help make public/private work. The burden on City Hall is overwhelming and they need a balance that makes it financially feasible for developers to help with the situation.

Chair Phillips stated that he has seen recent information about other cities that have the same issues of gentrification, affordability, and shortage of housing. Those cities are getting aggressive in certain ways and looking at things differently. Mr. Glidden stated that Cascadia will come with a toolbox with a variety tools; and look at what tools are appropriate and where they are appropriate. They may be appropriate in certain zones and in appropriate in other zones. They can have that conversation when they get the report.

The Planning Commission adjourned that work session and moved into the Regular Agenda.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

PENDING APPROVAL

6.A. 1201-1299 Lowell Avenue – Master Planned Development Modification – Ratification of Modified Development Agreement for King's Crown Master Development Plan. (Application PL-19-04213)

Planner Laura Kuhrmeyer reported that the Planning Commission reviewed and approved this item on May 22, 2019. The purpose this evening was to ratify the Development Agreement.

The Staff recommended that the Planning Commission ratify the Modified Development Agreement for King's Crown Master Development Plan as written in the Staff report.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to RATIFY the First Amended Development Agreement for Kings Crown Master Development Plan to memorialize the MPD Approval granted by the Planning Commission on May 22, 2019; consisting of 27 market rate single-family lots; 33 market rate condominium units; 8 deed restricted affordable housing condominium units; and 8 additional non-required deed restricted affordable housing condominium units. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

6.3 2017 Housing Assessment and Plan Update – The Commission will Conduct a Work Session and Public Hearing on Proposed Updates to the 2017 Housing Assessment and Plan, the Moderate Income Housing Element of the General Plan

The Planning Commission discussed this item during the Work Session.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

PENDING APPROVAL

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the for the City Council's consideration to adopt the 2020 Housing Assessment Plan as an addendum to the 2014 Park City General Plan at the City Council meeting on November 7, 2019. Commissioner Kenworthy seconded the motion.

City Attorney Harrington noted that the motion should also include approval of the 2017 Assessment Report since both reports were attached as exhibits.

Commissioner Thimm amended his motion to include the 2017 Housing Assessment Report. Commissioner Kenworthy accepted the amendment to the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 6:15 p.m.

Approved by Planning Commission: _____

PENDING APPROVAL

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
OCTOBER 23, 2019

COMMISSIONERS IN ATTENDANCE:

Vice-Chair Laura Suesser, Sarah Hall, John Kenworthy, Mark Sletten, Christin Van Dine
EX OFFICIO: Planning Director Bruce Erickson; Hannah Tyler, Planner; Liz Jackson, Planner; Mark Harrington, City Attorney

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ROLL CALL

Vice-Chair Suesser called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioners Thimm and Phillips, who were excused.

APPROVAL OF MINUTES

October 9, 2019

Commissioner Sletten referred to page 22, second paragraph and the sentence, Mr. Bush clarified that the potential phasing is just two lots". He removed the word "potential" and changed the sentence to correctly read, "Mr. Bush clarified that the phasing is just two lots".

MOTION: Commissioner Kenworthy moved to APPROVE the Minutes of October 9, 2019 as corrected. Commissioner Sletten the motion.

VOTE: The motion passed. Commissioner Hall abstained from the vote since she was absent from the October 9th meeting.

PUBLIC COMMUNICATIONS
There were no comments

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Bruce Erickson reported that any Commissioners who were interested in taking a tour to Twisted Branch Road should contact the Planning Department. He recommended that only two Commissioners visit the site at one time; and accompanied by Staff. Those interested should contact Planner Tyler or Planner Ananth and they will schedule dates and times.

PENDING APPROVAL

Director Erickson stated that the November 13th meeting had a full agenda; but that would be the only meeting in November.

Commissioner Sletten recalled a previous discussion regarding a City Council meeting on November 7th regarding the Memorandum of Agreement with respect to Historic Preservation, and whether the Planning Commission would be invited.

Director Erickson replied that the City Council was still deciding the format and the Mayor was giving consideration on whether or not to make it a joint meeting with the Planning Commission. If the Mayor decides against a joint meeting, the Planning Commission could still attend to listen to their discussion. On November 13th, the Staff will provide an update on what occurred at the November 7th meeting.

City Attorney Harrington stated that the Planning Commission would be invited to the November 7th meeting; however, he believed the mayor was leaning towards a joint meeting on Affordable Housing instead of the MOA.

Director Erickson announced that due to the holidays, the Planning Commission would only have one meeting in November on November 13th, and one meeting in December on December 11th.

Commissioner Kenworthy disclosed that he owns a home at 214 Woodside, across the street from the 245 Woodside application on the agenda this evening; but that would not affect his ability to discuss and vote on that item.

Commissioner Hall stated that she had lunch yesterday with a Commissioner from Snyderville Basin. He told her that when Snyderville Basin decided to do their version of an LMC overhaul, they developed a committee with three Commissioners and two Senior Staff to go through and update the entire Code; and a lot of progress was made with a smaller group. Commissioner Hall encouraged the Planning Department to consider a similar format for updating the Park City LMC. She expressed interest in being on the committee.

Director Erickson suggested that they first check with the Summit County Community Development Director to find out more about the process and whether it was going smoothly. Commissioner Hall explained the process as it was explained to her. She understood that the Staff already had a full workload, but she believed this was a potential opportunity to move forward with updating the Code.

Director Erickson remarked that there are a number of things they are trying to drive forward in the definitions and how they apply sections of the Code. He noted that some

PENDING APPROVAL

Staff members had just returned from a study tour in Tahoe with the Mountain Town Planners Summit. Director Erickson thought the issues they were currently facing related to how the definitions work. He thought the sustainability module could be looked at further. The zoning module is fine but the definitions do not work well. The MPD modules generally works well; however, some of the authorities and responsibilities inside the MPD do not work. The parking module does not help affordable housing, and in some cases makes it worse when applying the affordable housing MPD. He noted that currently the Staff was moving forward with those modules.

Director Erickson reported that Planner Jackson and her team had a conversation with the Moab City Planner. Moab recently rewrote their Night Sky/Dark Sky ordinance. Director Erickson anticipated moving forward with that module as well. He noted that Planner Jackson was also bringing forward the Wildland Fire Interface. Planner Jackson stated that the timeline is have a program prior to the next fire season.

Commissioner Hall believed there was merit in forming a committee to work on the LMC. She offered to donate her time because it was a good use of her skill set; and noted that there were two attorneys on the Planning Commission who would be valuable as well. Commissioner Suesser stated that she was willing to be involved.

Commissioner Kenworthy asked whether individual Commissioners could visit Twisted Branch Road alone without a Staff member. Director Erickson thought it was in the best interest of the Planning Commission if a Staff member accompanies one or two Commissioners due to Open and Public Meetings considerations.

CONTINUATIONS – (Public Hearing and Continue to date specified)

5A. 1271 Lowell Avenue – Condominium Plat – King's Crown Condominium Plat Consists of 26 Market rate Units and 1 Affordable Housing Unit. (Application PL-19-04159)

Vice-Chair Suesser opened the public hearing. There were no comments. Vice-Chair Suesser closed the public hearing.

MOTION: Commissioner Hall moved to CONTINUE the King's Crown Condominium Plat to November 13, 2019. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

PENDING APPROVAL

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

8.A. 245 Woodside Avenue – Plat Amendment – Proposal to Remove an Interior Lot Line to Create One (1) Lot of Record 2,812 square feet in size. (Application PL-19-04209)

Planner Liz Jackson reviewed the application for a plat amendment at 245 Woodside Avenue. She clarified that even though the Staff was recommending a positive recommendation to the City Council, certain aspects of the lot needed to be considered. The structure is currently being used as a duplex. There is a deck that extends into the right-of-way, a setback that is less than what is allowed per the zone, stairs that goes into the right-of-way, walls that exceed 6' in height, and a parking area that is not entirely within the property and extends into the right-of-way. Planner Jackson stated that an encroachment agreement exists for a concrete area for the stairs.

The Staff found good cause for the plat amendment; however, they want to be careful about the encroachments on the site.

Planner Jackson stated that per a letter attached as an exhibit in the Staff report, a duplex was deemed as the original use allowed by the zone at that time.

The Staff recommended that the Planning Commission review the application and conduct a public hearing for the 245 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.

Justin Keys, legal Counsel for the applicant, was present to answer questions.

Vice-Chair Suesser clarified that the Staff was recommending that the northern stairs be removed. Planner Jackson explained that the encroachments must be removed or brought into compliance with the Code. Another option would be to enter into an encroachment agreement with the City Engineer since the stairs extend into the right-of-way.

Commissioner Sletten referred to Exhibit B, a letter from the applicant, and noted that the letter states one lot of record for this single-family residence; however, the Staff report refers to a duplex. Planner Jackson remarked that there could possibly be development in the future, but the intent is to continue to use the structure as a duplex.

PENDING APPROVAL

Commissioner Sletten stated that if the plat amendment were to be approved this evening and no action is taken within one year, whether it could continue to be used as it currently exists without any modifications, or the plat amendment is not recorded.

Director Erickson explained that the Planning Commission was making a recommendation to the City Council. If there is no action on the plat within one year, the applicant would need to request that the City Council extend the approval. Director Erickson stated that the plat amendment was conditioned such that all of the encroachments need to be resolved prior to the plat being acted on by the City Council or before plat recordation. Director Erickson remarked that if the Planning Commission was the final action, the Staff would not be moving forward until the encroachments were resolved. However, this was only a plat amendment to remove the lot line through the kitchen, and the other actions need to be resolved.

Director Erickson pointed out that the applicant has the option to scrape this building and build a structure consistent with the Code. If the applicant chooses to resolve the encroachments, they need to negotiate with various agencies and the City Council; and that needs to be done before the City Council will allow recordation. Commissioner Sletten asked if nothing was done and the pat amendment expired, whether the applicant would be able to continue using the property as it currently exists. Director Erickson answered yes.

Vice-Chair Suesser asked wanted to know how the parking was presently being used, the number of parking spaces required for this building, and whether they were currently parking within the right-of-way. Planner Jackson stated that as currently laid out, a small portion of parking is within the property lines. The majority of parking goes into the right-of-way. Without evidence of an approved permit regarding the parking area, the Staff calculated four parking spaces for a duplex. At the time of the original approval, the plans for a two-family dwelling or a duplex required two parking spaces. The Staff would be comfortable with the original two-space requirement since the four parking space scenario cannot not be reached.

City Attorney Harrington explained that the applicant was very limited in the continued use because of the non-conforming nature. It only allows internal remodel and no expansion of floor area or anything that creates the expansion of the degree of non-conformity. Anything that creates additional parking requirement, floor area, rental, etc. would be further limited. Mr. Harrington remarked that the City would be free to notice the encroachments at any time.

PENDING APPROVAL

Vice-Chair Suesser asked Planner Jackson to pull up the survey showing the layout of the property and the encroachments into the right-of-way. Planner Jackson indicated Lot 11 and Lot 12 and the lot line that was being removed.

Vice-Chair Suesser understood that the Planning Commission was addressing the plat amendment, but they were not looking to place conditions requiring the applicant to enter into an encroachment agreement or to remove the encroachments.

Commissioner Sletten understood from the Staff report that approval of the plat amendment was subject to the encroachments being resolved prior to recordation of the plat. Planner Jackson clarified that if approved, the applicant could move forward with the plat amendment, but the encroachments would need to be addressed. That was stipulated in Condition of Approval #3.

Commissioner Hall asked if it was standard to do an either/or within a condition of approval; such as saying that the encroachments must be removed or there must to be an encroachment agreement. City Attorney Harrington answered yes. He explained that the intent is to remedy the non-compliance and it can be done either way. No one gets prescriptive rights against the City. Therefore, the City needs to give permission for the encroachment to remain or the encroachment must be removed. Mr. Harrington explained that there was an existing encroachment agreement for one portion of the stairway, but for whatever reason, there was not one for the rest of the encroachments. These are revocable encroachment permits that temporarily allow the use until the City needs the right-of-way. Commissioner Hall read, "…before any work on the encroachments can begin". Mr. Harrington replied that the applicant cannot do any work until the plat is recorded and the plat cannot be recorded until the encroachments are resolved.

Commissioner Hall referred to Condition of Approval #4 which talks about the existing duplex use and the reasons why it is not in compliance with the duplex use. She understood from the language that the applicant can use the existing use as a duplex, but any deviation, expansion, or demolition of the existing structure is not allowed. Commissioner Hall thought that was the reason for doing this plat amendment process. City Attorney Harrington stated that this process does not cure the non-conforming status of the structural elements. The applicant is still bound by the Non-Conforming Chapter of the LMC. The Condition is precise and mirrors and further defines some of the triggers in the Code for existing non-conforming structures. He thought they could eliminate the language and reference the appropriate LMC Chapter; however, the Staff preferred the language because it puts all the regulations in one place and the next planner would not have to do the same research again. The intent was to make it clear for the owner's perspective and for future Staff that if those triggers are met the use

PENDING APPROVAL

goes away because of the non-conforming issues. Mr. Harrington clarified that a further declaration of non-conforming rights needs to be done through a separate application process, and that was not being done here. That was the reason why the condition did not reference exactly what is or is not conforming. It only sets the baseline trigger that if 50% of the structure is demolished or there are major alterations, anything new must be in compliance. Commissioner Hall was confused because one sentence in the Condition said "any" and another sentence said, "50% of the floor area". Mr. Harrington replied that the sentences addresses two different circumstances. They were not meant to read the same or to qualify each other. He suggested that they could make the last sentence its own condition of approval for clarity; or they could leave it in Condition 4 and add "pursuant to Chapter 15-9-5 of the LMC".

City Attorney Harrington clarified that the Staff found good cause for the plat amendment because the Building Department cannot issue any building permit for the existing structure with the lot line through the middle of the house. Vice-Chair Suesser pointed out that the plat amendment was conditioned on either removing the encroachments or entering into an encroachment agreement before the plat could be recorded. Therefore, the Planning Commission was contemplating what the applicant should or should not do with the encroachments because it was a condition of approving the plat to remove the lot line. Mr. Harrington answered yes.

Vice-Chair wanted to know the good cause for allowing the applicant to keep the encroachments and enter into an encroachment agreement. She thought that would set a precedent for allowing people to build non-conforming structures in the City and then enter into an encroachment agreement; rather than to remove it because it was built improperly on the property. City Attorney Harrington stated that if it was in a time situation that was contemporaneous, that would be true. However, in a situation where the encroachment has existed for 25 years, there is no direct correlation between motive and forgiveness. This property has been through one compliance and the last round of encroachments were done the same way. The owner was forced to abandon the triplex and go back to a duplex. It was unclear why the rest of the encroachments were not addressed. The Staff searched for as many details as they could find and felt comfortable enough that the duplex was confirmed. The City was trying to clean up things as they come through because plat amendments and lot line adjustments were not required until the 1990s.

City Attorney Harrington stated that the Planning Commission has the purview to identify harm or a Code problem or impact with encroachments, but the trade-off for non-conforming structures is to tear them down and build a much larger structure.

PENDING APPROVAL

Justin Keys, representing the applicant, agreed with City Attorney Harrington. He stated that this was not malfeasance on the part of his client. The building was built in 1974. His client purchased the property in 2004 and these same encroachments existed at that time. Mr. Keys remarked that this is a reality that everyone deals with in Old Town Park City. He pointed out that the request this evening was simply to vacate the property line through the middle of the lot so they can begin to discuss the steps to bring this property into compliance through an encroachment agreement or a combination of encroachment agreement; and possibly remove some of the encroachments.

Mr. Keys encouraged the Planning Commission to look at this in the context of the entirety of time. It has been operated as a duplex for decades and provides a need in the community for reasonable affordable housing. Mr. Keys stated that his client has been working on this for over a year and they were trying to be responsible and move forward. They have already requested meetings with the City to work out an encroachment agreement and a plan to address these legitimate concerns. However, they cannot take that step until the plat amendment is approved to remove the lot line.

Commissioner Sletten asked if an architectural firm was engaged in the process. Mr. Keys answered yes.

Commissioner Kenworthy asked if the applicant had a solution in mind for the southernmost staircase. Mr. Keys stated that the applicant would prefer to move that staircase up against the home, as proposed by the architect, to bring it completely within the lot boundary. He explained that the northern staircase is the focus of the 2010 encroachment agreement, and that staircase needs to remain because it is a fire escape and access for the upper unit. Commissioner Kenworthy understood from Mr. Keys that the southern staircase was not built in the last 10 years. Mr. Keys replied that his understanding was that it was all there when the remodel was done in 2010.

Vice-Chair Suesser opened the public hearing.

There were no comments.

Vice-Chair Suesser closed the public hearing.

Vice-Chair Suesser asked Commissioner Kenworthy to comment on the parking since he owns a home in the neighborhood. Commissioner Kenworthy replied that Woodside is under parked and there are issues in a heavy snow load year. Several homes do not have garages. He saw the house being remodeled and the staircases going in over the last decade. It was easy to notice how the staircase came right into the street. He

PENDING APPROVAL

stated that the staircase does cause problems and takes away parking on the street. However, he was unsure how that could be resolved. Commissioner Kenworthy appreciated the workforce housing. He wanted to see this process move forward so these issues could be cleaned-up. Commissioner Kenworthy felt that if the Planning Commission forwarded this application to the City Council this evening, there would be better options to clean it up.

Vice-Chair Suesser was confused about the process. She understood that the applicant would be required to enter into an encroachment agreement, but the Planning Commission was not able to see a draft encroachment agreement or know how the agreement would be drafted. She asked if that would come back to the Planning Commission once it is drafted. City Attorney Harrington replied that it would not come back to the Planning Commission because it is a City Engineer and/or City Council decision. Vice-Chair Suesser remarked that the Planning Commission has seen proposed encroachment agreements on other applications in the past. Mr. Harrington stated that depending on what the applicant proposes, it may or may not come back to the Planning Commission. They will see it if it comes back for a conditional use permit. The existing encroachment agreements for the sod work, concrete and the steps were done through the City Engineer. Anything structural goes to the City Council.

Vice-Chair Suesser clarified that if the Planning Commission approves the lot line removal, conditioned on the applicant entering an encroachment agreement or removing the encroachments, there is no way to know if the encroachment agreement will clean up the staircase from coming so close to the road. She understood that the applicant could enter into an encroachment agreement with the City that makes the staircase into the right-of-way permissible. City Attorney Harrington replied that the City Engineer would have the authority to make that determination. Vice-Chair Suesser wanted it clear that the Planning Commission has no way of knowing whether the issues would be cleaned up. She asked if the Planning Commission had the purview to condition approval of removing the lot line on specifics related to the encroachments. Mr. Harrington stated that unless there is a Code basis in terms of what they were trying to determine, the Planning Commission could recommend that the City Council be the final decision maker rather than the City Engineer if they have policy concerns, such as whether temporary use of the right-of-way should be permitted.

Vice-Chair Suesser clarified that the City currently does not have a City Engineer and she thought that was a concerning circumstance. Director Erickson reported that a City Engineer will be on Staff by the end of November.

Commissioner Kenworthy noted that the neighbor adjacent to 245 Woodside has two lots. One is a lot with a jacuzzi on top, and then a green and purple house. There is a

PENDING APPROVAL

buildable lot in between owned by the same neighbor. Mr. Keys agreed there was space in between, but he could not verify that it was a buildable lot. Commissioner Kenworthy stated that personally, if he owned the lot next door and he would be concerned that this would have a negative effect on building on that lot. The staircase intrudes into the right-of-way, but it also affects the other neighbor. Mr. Keys noted that the staircase is within the setback. He had seen black and white photos that show a similar staircase coming down. It was an older wooden style staircase that was there before the staircase was reconstructed in 2010. It is the same access point being used in the same way, which is why it was approved in 2010 as a continued use.

Commissioner Sletten stated that he had confidence in the City Council and he thought the new City Engineer would of sufficient caliber to correct these items properly going forward. Commissioner Sletten was prepared to recommend approval; however, he understood the other concerns that were mentioned.

Commissioner Kenworthy wanted a condition requiring the staircase encroachment to be fixed upon recording the plat. He thought the staircase came further out after the remodel than where it was before. He believed the applicant could change the staircase and still negatively affect the neighboring project if his neighbor decided to build. Commissioner Kenworthy was very supportive of the use and did not want that to change. He was comfortable with the amount of parking because there are many homes on Woodside without any parking. He wanted the encroachment to be fixed to some degree.

Vice-Chair Suesser asked Commissioner Kenworthy if he was was saying that the staircase was no wider than it was previously, or that it is not within the setback or the right-of-way. She asked him to clarify what he meant by “fixed”. Commissioner Kenworthy replied that previously it was still an encroachment, but it was brought further out to the road when they did the remodel.

Commissioner Hall thought much of the discussion circled around the staircase and less on the existing retaining walls, paved parking, or the northern side of the property. She suggested that they could leave Condition #3 as written in the Staff report; and add a separate condition of approval that talks about the staircase.

Director Erickson recommended deleting the reference to the northern stairs and make it both stairs. He believed that would resolve the question of the north or the south stairs. Director Erickson stated that the Planning Commission could consider the recommendation of the City Attorney and the Vice-Chair with respect to having the City Council review those encroachments, as opposed to only the City Engineer.

PENDING APPROVAL

Commissioner Hall asked if they could include in the condition a requirement to look back to the original stairs to see if it was changed in 2010. City Attorney Harrington replied that the Planning Commission could make a recommendation to the City Council that prior to approving the encroachment agreement, that they look at lessening the degree of the encroachment of the south stair.

Commissioner Kenworthy was comfortable addressing it in a recommendation to the City Council. He also hoped there would be a major cleanup on everything in the road. The Commissioners concurred. Commissioner Kenworthy believed approving the plat amendment would allow that process to occur.

Vice-Chair Suesser asked if they should put something in the conditions of approval informing the City Council of their concerns about setting a precedent regarding encroachments. Director Erickson clarified that a plat amendment is a legislative administrative act that needs to take place before anything else can be done. The plat amendment needs to be approved before they can address the encroachments. He stated that they could revise Condition #3 to recommend the City Council review these encroachments on this particular lot. The Planning Commission could also add commentary in the motion stating that the Planning Commission would like the City Council to review additional encroachments into the City rights-of-way and develop additional policy.

Commissioner Sletten thought it was far reaching to suggest all encroachments into the City rights-of-way. City Attorney Harrington stated that it could be segregated from the motion as a separate recommendation. The Planning Commission could also designate one Commissioner to attend the City Council meeting to explain their ongoing concerns and request that the Council schedule a Work Session on the encroachment issues.
Commissioner Sletten asked if this was an issue the City Council was already discussing. Director Erickson stated that as part of the ongoing considerations of parking the Historic District, the City Council is considering how these condominiums and duplexes from the 1980s were allowed to pull straight in off the street and take up City rights-of-way to park. As part of the parking program, the City Council was looking at additional restrictions on all of these units. Director Erickson clarified that it was under consideration with the City Council and the Planning Department as part of the Old Town Parking Management Plan.

City Attorney Harrington clarified that the City Council was not discussing structural encroachments. The Council was looking a parking management. It is a related discussion, but at this point it was not a pointed concern. Mr. Harrington thought the Planning Commission would be wise to raise that concern directly.

PENDING APPROVAL

Vice-Chair Suesser questioned why this was being considered as a policy discussion for the City Council. She did not understand why they were not looking at the renovated staircase that protrudes further into the right-of-way and causes concern. City Attorney Harrington replied that they were not looking at it because there was nothing they could do. The encroachment can continue unless the City Council directs the owner to remove the stairs. It is a policy determination to decide whether to allow people to temporarily use unbuilt street rights-of-way. Mr. Harrington stated that it has been framed through case law as a legislative determination; whether it be vacating, giving it back to the two property owners, or allowing temporary encroachments in future planning, and it is a delicate balance. He explained that if this was a CUP application the Planning Commission could consider it based on CUP criteria. However, at this time, the only application before the Planning Commission is to remove the lot line. There is no other land use application for site planning, design review, or anything related to Code authority. Before removing the lot line, the Planning Commission needs to make a Finding that the new lot lines comply with the Code. In order to do that, the encroachments either need to be removed or granted.

Commissioner Hall believe the City had the authority within the previous encroachment agreement to revoke the encroachment at any time and could require the stairs to be removed at any time. City Attorney Harrington replied that she was correct; but it would be a policy decision and it could not be done randomly.

Commissioner Sletten pointed out that if the City starts to eliminate those types of stairways, they will no longer get applications for improvements in Old Town. Commissioner Hall clarified that she was not suggesting that the City should remove the stairs. From a function standpoint, she thought the Planning Commission should approve the plat amendment and let the City Council proceed with how best to move forward with this specific application, knowing that there is an encroachment agreement that gives the City a lot of lateral.

Commissioner Kenworthy noted that there is two-car parking and extra footage. He suggested that the applicant could put a platform where the stairs come out and go down and back to the building. Mr. Keys understood that Commissioner Kenworthy was talking about putting a platform halfway down the southern staircase that comes back towards the building. Commissioner Kenworthy stated that there would be a landing, then out four feet, and then back towards the building. He believed that would reduce a significant amount of the encroachment and not interfere with parking two cars. Mr. Keys stated that the applicant was hoping to reconfigure the parking to allow for three cars. However, they were willing to consider other options. Mr. Keys

PENDING APPROVAL

emphasized that they cannot have any of those discussions until the plat amendment is approved to remove the lot line.

City Attorney Harrington and the Commissioners discussed changes to Condition #3 and Condition #4 to reflect the discussion this evening.

Vice-Chair Suesser stated that the Planning Commission would approve the plat amendment and approve the language to either remove the encroachments or enter into an encroachment agreement. That will move forward to the City Council, but there was not much concern about how the encroachment agreement would read. She was concerned that if the Planning Commission made a separate motion recommending that the City Council consider reviewing the encroachment policy, particularly in Old Town, that those concerns might not be connected with this application.

Commissioner Hall was prepared to make a motion and she was not opposed to combining both recommendations into one motion.

Mr. Keys asked if the Commissioners were suggesting adding a condition of approval that the City Council consider encroachment agreements generally or specifically. He wanted to know how it would apply to this project. City Attorney Harrington explained that the Planning Commission would be making a separate recommendation that did not apply to this specific application. However, in addition to the encroachment language the City Council would be considering with this approval, the Planning Commission was also recommending that the City Council take a broader look at encroachment agreements in general.

Commissioner Sletten thought it was important to be clear that the City Council did not need to make a decision on encroachments in general prior to or in conjunction with their decision on this plat amendment. He thought the condition of approval was too broad to be applied to this particular application. City Attorney Harrington stated that the Planning Commission could either make the language clearer to avoid that perception, or they could include that language in a separate motion after they vote on the plat amendment.

Commissioner Hall asked if the Staff could include the encroachment agreement as a proposed attachment to the Planning Commission recommendation. Mr. Harrington answered yes; however, he did not believe that would address Commissioner Suesser's concern. He clarified that the applicant cannot make any improvements or do any remodeling, other than internal, without reducing the degree of non-conformity.

PENDING APPROVAL

Vice-Suesser clarified that Commissioner Kenworthy had also expressed concerns about wanting to clean up the encroachments as the application proceeds. Commissioner Kenworthy stated that if the applicant adds the landing and reverses the staircase towards the building underneath the deck, there would be room for a truck. Mr. Keys appreciated the input and Commissioner Kenworthy's experience in the area. Mr. Keys preferred to have the condition be in a separate motion to avoid any confusion about tying this plat amendment application to a broader policy discussion.

Vice-Chair Suesser suggested revising Condition #3 to read, "…or enter into an encroachment agreement with the City that includes these encroachments conditioned as the City Council deems appropriate". She thought it would give the City Council guidance regarding the concerns discussed this evening.

MOTION: Commissioner Hall moved to forward a POSITIVE recommendation to the City Council for 245 Woodside Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft Ordinance, and as amended with revisions to Conditions of Approval 3 and 4.

The Planning Commission also recommends that the City Council review the overall Encroachment Agreement review process, specifically in Park City's Historic Districts. Planning Commission suggests that the City Council consider reviewing and acting as the determining body for Encroachment Agreements within these Districts, in addition to the City Engineer's review and approval. This is a separate recommendation from this Plat Amendment application.

Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 245 Woodside</u>

1. The Site is located at 245 Woodside Avenue.
2. The Site is within the Historic Residential-1 District.
3. The subject Site consists of the northern half of Lot 11 and all of Lot 12, Block 31, within Park City Survey.
4. The proposed Plat Amendment creates one (1) Lot from one and a half (1½) Old Town Lots.
5. The applicant is proposing to remove the interior Lot line between Lot 11 and Lot 12, Block 31, within Park City Survey to create one (1) Lot. The interior Lot line currently bisects the Duplex Dwelling.
6. The minimum Lot size within the Historic Residential-1 District is 1,875 square feet

PENDING APPROVAL

and 3,750 square feet for a Duplex Dwelling.
7. The proposed Lot size is 2,812 square feet. This does not meet the requirements for a Duplex Dwelling.
8. The minimum Lot width within the Historic Residential-1 District is twenty-five feet (25').
9. The proposed Lot width is thirty-seven and half feet (37.5').
10. At the time of its construction, the site was located in the Residential-1 Zoning District. The project complied with the following:

a. Required Rear Setbacks of 10 feet; complied with a Rear Yard of 28.3 feet, measured.
b. Required Building Height of 35 feet; complied with a gable roof at 24 feet and 4 inches, as measured.

11.At the time of its construction, the site did not comply with the following:

a. Required Lot Width of 37.5 feet, measured 20 feet back from the Front Lot Line; did not comply as the Structure was built over a 25' wide Lot (Lot 12) and a 12.5' Lot (Lot 11, north half). The Lots together did total 37.5' at this time, but were not actually combined.
b. Required Lot Size of 3,000 square feet; did not comply as the Lot size would have been 1,875 square feet for Lot 12 and the north half of Lot 11 would have been 937.5 square feet. Combined, the Lots would have been about 2,812 square feet and would not have complied.
c. Required Side Yard Setbacks of 5 feet; did not comply with 3 foot setbacks along the north and south property lines. This is according to the 2010 Building Permit Existing Site Plan showing a Side Setback (north) of approximately 1.75 feet. The south Side Setback is 3 feet on this plan.
d. Required Front Setback of 20 feet; did not comply with a Front Setback of 9 feet.

12.Staff believes the Structure was originally built as a Duplex, based on the 1983 Planning Department Determination Letter (Attachment 1). It is undetermined whether the house originally abided by Front and Side Setback requirements, and parking requirements of two (2) parking spaces for a Duplex Dwelling, of the R-1 Zoning District without building plans.
13.In 1976, the Site was rezoned to the Historic Residential-1 (HR-1) Zoning District. The building complies the current HR-1 Zone Height of 27 feet and the Maximum Building Footprint of 1200.5 for the proposed Lot size of 2,812 square feet, per the proposed Plat Amendment. It also complies with the Rear (10 feet) and Side (south Side, 3 feet) setbacks; however, it does not comply with the required Lot Size for a Duplex Use of 3,750, or the Front Setback of 10 feet or Side (north) Setback of 3 feet.
14.As the Site is currently configured in the Front Yard area (east), with a parking area of 225 square feet (9 feet deep by 25 feet wide within the property lines),

PENDING APPROVAL

this site would not be able to accommodate the required 4 parking spaces for a Duplex per LMC 15-3-6.
15.In 2010, two (2) Building Permits were approved to 1) remodel the Structure from a Triplex to a Duplex (BD-10-15955) and 2) repair and add to the existing Front (east) decks, Side landings (south), and stairs (south), and add a Rear Yard deck (BD-10-15565).
16.The Planning Director has made a determination that the existing Duplex Dwelling located at 245 Woodside Avenue does not comply with current Land Management Code requirements for a legal Non-complying Structure due to the encroachments in the Front and Side Setbacks, the lack of required parking for a Duplex Use, and the evidence on record related to this property; however, the Duplex Use was allowed in 1974, per the 1968 enacted Zoning Code at the time, and our records indicate that in 1983 the Planning Department issued a letter acknowledging that the use was originally a Duplex Dwelling. There are two (2) sets of stairs on this Site that encroach onto the Woodside Avenue public Right-of-Way. The stairs along the southern property line have an existing Encroachment Agreement, recorded with Summit County as Entry No. 00919262.
17.There is a deck on this Site that encroaches into the Woodside Avenue public Right-of-Way. The deck currently projects 9 feet, as measured, from the main Structure into the Front Setback, but also projects 5 feet, as measured, past the Front property line into the Right-of-Way. It is also 27.08 feet wide, as measured. The HR-1 Zone allowed for decks to be 10 feet wide and project into the Front Setback by 3 feet. The current deck configuration exceeds this requirement. Staff believes this was permitted as the deck was existing and the dimensions were not changing per the permit's (BD-10-15565) plans.
18.All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

PENDING APPROVAL

Conclusions of Law – 245 Woodside

1. There is good cause for this Plat Amendment. Although the Site currently has multiple aspects that do not conform with the Land Management Code, a Plat Amendment will prepare the property for future development by removing a bisecting Lot Line that is crossing through existing Structures. The non-complying aspects of the Site will not be allowed to be expanded.
2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Lot combinations. The Plat Amendment does not modify any of the other exiting building or lot conditions.
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 – 245 Woodside

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Prior to Plat recordation, the applicant shall either remove the existing deck, retaining walls, paved Parking Area, and stairs (both sets) encroachments from the City Right-of-Way, or enter into an Encroachment Agreement with the City that includes these encroachments conditioned as the City Council deems appropriate. The Applicant is responsible of securing appropriate City approvals and permits before any work on the encroachments can begin. The City Council review and approval of the Encroachment Agreement for this 245 Woodside Plat Amendment application, in addition to the City Engineer, will be required.
4.The Applicant may repair or maintain the existing Structure provided that such repair or maintenance shall neither create any new non-compliance nor shall increase the degree of the existing non-compliances with the LMC. The Applicant may maintain and remodel the existing Duplex Dwelling. Should the more than 50% of the Gross Floor Area of the Structure be demolished, the Structure shall be brought into compliance with the Land Management Code at the time of application. As this site does not meet the minimum Lot Size requirements for a Duplex Dwelling, the Use will also need to be brought into compliance with the LMC at the time of application. The Applicant may maintain the existing Use of the site as a Duplex, but any deviation, expansion, or demolition of the existing Structure from this Use will need to come into compliance with the requirements of the HR-1 Zoning District at the time of the application. This is pursuant to LMC 15-9-5.
5. Any future development will need to come into compliance with the Land Management Code and Historic District Design Guidelines in effect at the time of application.
6. Residential fire sprinklers are required for all new construction per requirements of the Chief Building Official, and shall be noted on the plat.
7. Ten foot (10') public snow storage easement shall be granted along the Woodside Avenue Right-of-Way.

PENDING APPROVAL

The Planning Commission Meeting adjourned at 6:55 p.m.

Approved by Planning Commission: _____

PENDING APPROVAL

Planning Commission
Staff Report

PARK CITY 1884

PLANNING DEPARTMENT

Subject: **Lilac Hill East Subdivision**
Author: **Caitlyn Barhorst, Historic Preservation Planner**
Project Number: **PL-19-04332**
Date: **November 13, 2019**
Type of Item: **Legislative – Subdivision Plat**

Recommendation

Planning Department staff recommends, per the applicant's request, that the Planning Commission open a public hearing and **continue** the Little Maggie Subdivision Plat to the **December 11, 2019** meeting date.

Description

Proposal:	The applicant is requesting to subdivide an existing parcel containing three (3) Historic Structures into five (5) lots of record
Applicant:	Lilac Hill, LLC represented by Watanabe Ventures LLC
Location:	622, 652, 660 Rossie Hill Drive
Zoning:	HRL (Historic Residential- Low Density
Adjacent Land Uses:	Residential
Reason for Review:	Subdivision Plats require Planning Commission review and City Council review and action.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject:	**Zoning Map Amendment BLM Lots 17 & 18**
Author:	**Alexandra Ananth, Senior Planner**
Project Number:	**PL-19-04356**
Date:	**November 13, 2019**
Type of Item:	**Legislative – Zoning Map Amendment**

Recommendation

Planning Department Staff recommends that the Planning Commission open a Public Hearing and **continue** the proposed Zoning Map Amendment for Bureau of Land Management (BLM) owned Parcels 17 and 18 to the **December 11, 2019,** meeting date.

Description

Proposal:	The City is proposing to rezone BLM owned land including Parcel 17 Tracts 1-4 and Parcel 18 Tract 1,2, and 4 remnants
Applicant:	Park City Municipal Corporation
Existing Zoning:	Various
Proposed Zoning:	Recreation Open Space
Adjacent Land Uses:	Residential
Reason for Review:	Zoning Map Amendment Applications Require a Planning Commission Recommendation and City Council Action

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Application #: PL-14-02600
Subject: First Amendment to PCMR Development Agreement
Author: Alexandra Ananth, Senior Planner
Date: November 13, 2019
Type of Item: Administrative - Ratification of First Amendment to Development Agreement

Summary Recommendations

Staff recommends that the Planning Commission review the First Amendment to the Development Agreement (Exhibit A) between Pack City Municipal Corporation and VR CPC Holdings, Inc., dba Park City Mountain Resort, and consider ratifying the Amendment. A public hearing is not required for this action.

Description

Applicant:	VR CPC Holdings, Inc., dba Park City Mountain Resort
Property Owner:	TCFC LeaseCo
Location	1345 Lowell Avenue
Zoning:	Recreation Commercial (RC) Zoning District
Uses:	Recreation (Ski Resort) and Open Space
Reason for Review:	Master Planned Development Amendments Require Ratification by the Planning Commission

Background

In June 1997, the Park City Planning Commission approved the Park City Mountain Resort Large Scale Master Plan. The Development Agreement was recorded with the County in July 1998. The approved Master Plan includes development according to the PCMR Concept Master Plan and Conditions of Approval. The Conditions of Approval include development of skiing and related facilities identified in the Mountain Upgrade Plan.

In March 2007, additional Park City Mountain Resort ski terrain was Annexed into Park City Municipal Corporation known as the Annexation Agreement for the United Park City Mines Company Lands at Park City Mountain Resort. The Annexation Agreement indicates that the next Development Activity Application or Amendment under the PCMR MPD must amend the Development Agreement to include the Annexed Property into the Development Agreement and the Master Planned Area. The next Development Activity was the Conditional Use Permit and Amendment to the Mountain Upgrade Plan for the Interconnect gondola and Snow Hut Lodge on March 25, 2015. In order to finalize the amendment, a survey of the upper mountain terrain was undertaken by the applicant. The proposed First Amendment to the Development Agreement fulfills the requirement to incorporate the 2007 Annexed land, thereby incorporating PCMR's upper terrain into the PCMR Master Planned Development & Development Agreement.

Analysis

Development Agreement Ratification – Land Management Code §15-6-4(G) requires that approved Master Planned Developments be memorialized in a Development Agreement, approved by the City Attorney, ratified by the Planning Commission, signed by the City Council and the Applicant, and recorded with the Summit County Recorder.

The First Amendment to the Development Agreement was submitted to the City within six months of the date the Planning Commission approved the Conditional Use Permit, however the final legal description and survey being conducted by the applicant's contractor were not complete. After that work was complete, it took some additional time to obtain the property owner/TCFC signature on the final amended agreement.

As stated above, the Proposed First Amendment to the Development Agreement incorporates the portion of the 2007 Annexed Property leased by the Developer from TCFC LeaseCo into the Development Agreement and the Master Planned Area as required by Section 3 of the Annexation Agreement. The Amendment also confirms the 2015 CUP approval and Amendment to the Mountain Upgrade Plan. The amendment confirms, as both the 2007 Annexation and 2015 approvals did, that: (a) The Development Agreement and the Mountain Upgrade Plan are in full force and effect; (b) that approval for the PCMR Concept Master Plan component of the Development Agreement has lapsed; (c) that none of the terms of the amendment impair or affect the Developer's rights under the Development Agreement; and (d) the addition of the Annexed Property into the Master Planned Area shall not be deemed to release any portion of the Development Exclusion Area. The Amendment also incorporates the Interconnect Lift with Canyons Resort and related infrastructure as well as the Snow Hut Lodge replacement and reconstruction into the Mountain Upgrade Program.

The confirmation that the site plan approval for the PCMR Concept Master Plan has lapsed means that any new application for the remainder of the base area lot development must propose either a substantive amendment to the MPD for a new base area site plan pursuant to LMC section 15-6-4 or file a new application for a new MPD.

The First Amendment to the Development Agreement must be ratified by the Planning Commission and signed by the Mayor on behalf of the City Council, prior to recordation at the Summit County Recorder's office.

Department Review

The City Attorney's Office reviewed the First Amendment to the Development Agreement.

Recommendation

Staff recommends that the Planning Commission review the First Amendment to the Development Agreement and consider ratifying the Amendment to memorialize the incorporation of the 2007 Annexation into the Development Agreement and Master Planned Area. A public hearing is not required for this action.

Exhibits

Exhibit A – First Amendment to the Development Agreement

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

COPY

This First Amendment to Development Agreement (the "**Amendment**"), is made and entered into as of the _____ day of _____, 2019 by and among VR CPC HOLDINGS, INC., a Delaware corporation, as successor in interest to Powdr Corp., Greater Park City Company, dba Park City Mountain Resort and Powdr Development Company, hereinafter ("**Developer**"), and PARK CITY MUNICIPAL CORPORATION, a city and political subdivision of the State of Utah located in Summit County, Utah ("**City**"). TCFC PC LEASECO LP, a Delaware limited partnership ("**TCFC LeaseCo**"), as successor in interest to property interests of Talisker Land Holdings, LLC ("**TLH**") and United Park City Mines Company ("**UPCM**"), as owner of some or all of the Annexed Property (hereinafter defined) is signing this Amendment for the sole purpose set forth in Section 1 herein. Developer and City are sometimes referred to individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

A. Pursuant to that certain Development Agreement between City, Powdr Corp., Greater Park City Company, Powdr Development Company and Park City Ski Holidays, dated June ___, 1998, and recorded on July 21, 1998, as Entry No. 00513070, Book 01166, beginning at page 378, of the official records of the Summit County, Utah, Recorder (the "**Development Agreement**"), the parties to the Development Agreement evidenced their mutual agreement concerning the development of approximately 24.92 acres of land, at the base of Park City Mountain Resort (the "**Resort**"), which was described in the Development Agreement as the "**1997 Master Planned Area**" (the "**Master Planned Area**"). Unless otherwise specified herein, all terms are used herein as defined in the Development Agreement.

B. Since the date of the Development Agreement, (i) certain lands in the 1997 Master Planned Area have been developed and certain of the facilities and other improvements described in the Development Agreement have been completed, and (ii) certain additional lands, consisting of approximately 2,800 acres, more or less, not included in the Development Agreement and which are now leased by TCFC LeaseCo to Developer have been annexed into the City pursuant to a Certificate of Annexation dated February 1, 2007, and recorded on March 23, 2007, as Entry No. 00807835, Book 1854, beginning at page 1263, of the official records of the Summit county, Utah, Recorder (the "**Annexation**").

C. The Annexation effected a change in the zoning of the lands described in the Annexation (collectively, the "**Annexed Property**") from Summit County's Mountain Remote zone to City's Recreation Open Space zone.

D. As fee owner of, among other land, Parcels [B, C, D and E] of the Concept Master Plan as defined in the Development Agreement, Developer has succeeded to all the rights and interests of Powdr Corp., Greater Park City Company, Powdr Development Company, and Park City Ski Holidays under the Development Agreement pursuant to Section 6.2 of the Development Agreement and pursuant to an Assignment And Assumption Agreement dated as of September 11, 2014.

E. Section 3 of the Annexation Agreement for the United Park City Mines Company Lands at Park City Mountain Resort dated March 2, 2007 among the City, UPCM and Royal Street

Land Company, provides that in connection with the next development activity application or amendment under the Park City Mountain Resort Development Agreement, the Park City Mountain Resort Development Agreement will be amended to include the portion of the Annexed Property leased by Developer from TCFC LeaseCo (as successor in interest to property interests of TLH and UPCM).

F. The Parties desire to amend the Development Agreement to incorporate the Annexed Property into the Development Agreement and the Master Planned Area, to evidence their agreement with respect to the status of the Development Agreement, the continued development of the Master Planned Area as expanded, the modification and implementation of the Mountain Upgrade Plan, and the City land use processes applicable thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Status of Parties. Developer has been assigned and, with respect to obligations arising on or after September 11, 2014 (the "**Effective Date**"), the obligations of the former Developer under the Development Agreement, and the City acknowledges, accepts and consents to the assignment to Developer of such rights under, and assumption of obligations under, the Development Agreement from and after such Effective Date. TCFC LeaseCo is signing this Amendment solely to acknowledge its consent as owner of the portions of the Annexed Property owned by TCFC LeaseCo to the incorporation of such Annexed Property into the Development Agreement and the Mountain Upgrade Plan. Pursuant to a Master Agreement of Lease dated as of May 31, 2013, as amended, between TCFC LeaseCo and Developer (the "**Ground Lease**"), Developer is the long-term lessee of the Annexed Property, and the assignee with decision-making authority with respect to certain development activities on the Annexed Property. Pursuant to Section 6.3 and Section 6.4.1 of the Ground Lease, TCFC LeaseCo has granted Developer the right to make such alterations and improvements on the Annexed Property as Developer deems appropriate, subject to the terms of the Ground Lease and Developer has the ongoing right during the term of the Ground Lease to make applications to the City with respect to the Annexed Property without TCFC LeaseCo's execution thereof, which right is subject to certain indemnification obligations of Developer set forth in Section 6.4.1 of the Ground Lease.

2. Amendment to the Development Agreement. The Development Agreement is hereby amended on the terms and conditions described herein. In the event of a conflict or inconsistency between the terms of the Development Agreement and this Amendment, the terms and conditions of this Amendment shall control. The Parties acknowledge that, as of the date hereof, (a) the Development Agreement and the Mountain Upgrade Plan, as modified hereby as modified by the amended Conditions of Approval set forth on Exhibit 5, are in full force and effect, and that no party thereto is in default thereunder, (b) approval for the PCMR Concept Master Plan component of the Development Agreement has lapsed in accordance with Section 7.9 of the Development Agreement, (c) none of the terms of this Amendment shall impair or affect in any way Developer's rights under the Development Agreement, which City acknowledges are fully vested as of the date hereof, and (d) the addition of the Annexed Property into the Master Planned Area, shall not be deemed to release any portion of the Development Exclusion Area as described in Section 2.1.14 of the Development Agreement.

3. Annexed Property. The Annexed Property, as legally described in Exhibit 1 attached hereto and incorporated herein, and as depicted in the site map attached as Exhibit 2 hereto and incorporated herein, is hereby incorporated in the Development Agreement, the Master Planned Area and the Mountain Upgrade Plan.

4. Amendment of Mountain Upgrade Plan. The following two (2) projects are hereby added to and incorporated in the Mountain Upgrade Plan:

(a) construction of those portions of the interconnect lift with Canyons Resort, and related lift towers, ski trails, terminals, buildings, infrastructure and related appurtenances located in the City or over which the City has or claims any review or oversight authority, as more particularly described in Exhibit 3 attached hereto and incorporated herein (the "**Interconnect Plan**"); and

(b) "**Snow Hut Lodge**" replacement and reconstruction as more particularly described in Exhibit 4 attached hereto and incorporated herein.

The foregoing projects described in Sections 4(a) and (b) of this Amendment shall be permitted conditional uses, and approved pursuant to the City's administrative Conditional Use Permit process.

5. Conditions of Approval. Exhibit E of the Development Agreement is hereby amended to add the March 25, 2015 Conditions of Planning Commission Approval for this Amendment as set forth on Exhibit 5 attached hereto and incorporated herein.

6. Physical Mine Hazards. Exhibit 6 attached hereto and incorporated herein contains a list and map of all known Physical Mine Hazards, in accordance with Section 15-6-4(G)(8) of the Park City Municipal Land Management Code.

7. Legacy Lease Documents. Developer is the sublessee under that certain Amended & Restated Agreement of Sublease executed as of September 11, 2014 (the "A&R Legacy Sublease"), which relates to the Annexed Property and amends and restates that certain Agreement of Sublease dated October 11, 1975 (the "Legacy Sublease") between Greater Park City Company and Greater Properties, Inc. Developer will promptly notify the City of any termination or expiration of the A&R Legacy Sublease, provided that (a) Developer's failure to so notify the City shall not result in any damages or penalty, and (b) the City shall not be deemed to be on notice of termination of the Legacy Sublease until the City has received actual written notice of such event from Developer.

8. General Provisions.

(a) Covenants Running with the Land. The provisions of this Amendment shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with the land comprising the property that is subject to the Development Agreement, including the Annexed Property. The burdens and benefits hereof shall bind and inure to the benefit of all of the Parties hereto and their respective successors and assigns.

(b) Notices. Section 7.5 of the Development Agreement is amended by providing the following addresses for notice:

If to City:

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

Copy to:

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

If to Developer:

VR CPC Holdings, Inc.
Attn: Chief Operating Officer, Park City Mountain Resort
P.O. Box 39
1310 Lowell Avenue
Park City, Utah 84060

Copy to:

VR CPC Holdings, Inc.
Attention: General Counsel
390 Interlocken Crescent
Broomfield, Colorado 80021

(c) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the day and year first above written.

VR CPC HOLDINGS, INC.,
a Delaware corporation
dba Park City Mountain Resort

By: _____

COPY

Its: _____

PARK CITY MUNICIPAL CORPORATION

By: _____
Its: _____

For the sole purpose set forth in Section 1:

TCFC PC LEASECO LP,
a Delaware limited partnership

By: _____
Its: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have entered into this Amendment as of the day and year first above written.

VR CPC HOLDINGS, INC.,
a Delaware corporation
dba Park City Mountain Resort

By: _____
Its: VP and COO

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 7 day of November 2019, by Mike Goar as Vice President and COO of VR CPC Holdings Inc., a Delaware corporation dba Park City Mountain Resort.

_____
Notary Public

DANIELLE N SMITH
Notary Public - State of Utah
Comm. No. 707464
My Commission Expires on
Aug 7, 2023

STATE OF New York)
: ss.
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 5th day of Nov, 2019, by Asher Bistricer, the Authorized Signatory of, TCFC PC LeaseCo LP, a Delaware limited partnership.

Michelle Melo
NOTARY PUBLIC

My Commission Expires:

6/13/2020

Residing at:

Michelle A. Melohn
STATE OF NEW YORK
NOTARY PUBLIC
Qualified in New York County
01ME6343698
MY COMMISSION EXPIRES 06/13/2020

Exhibit 1

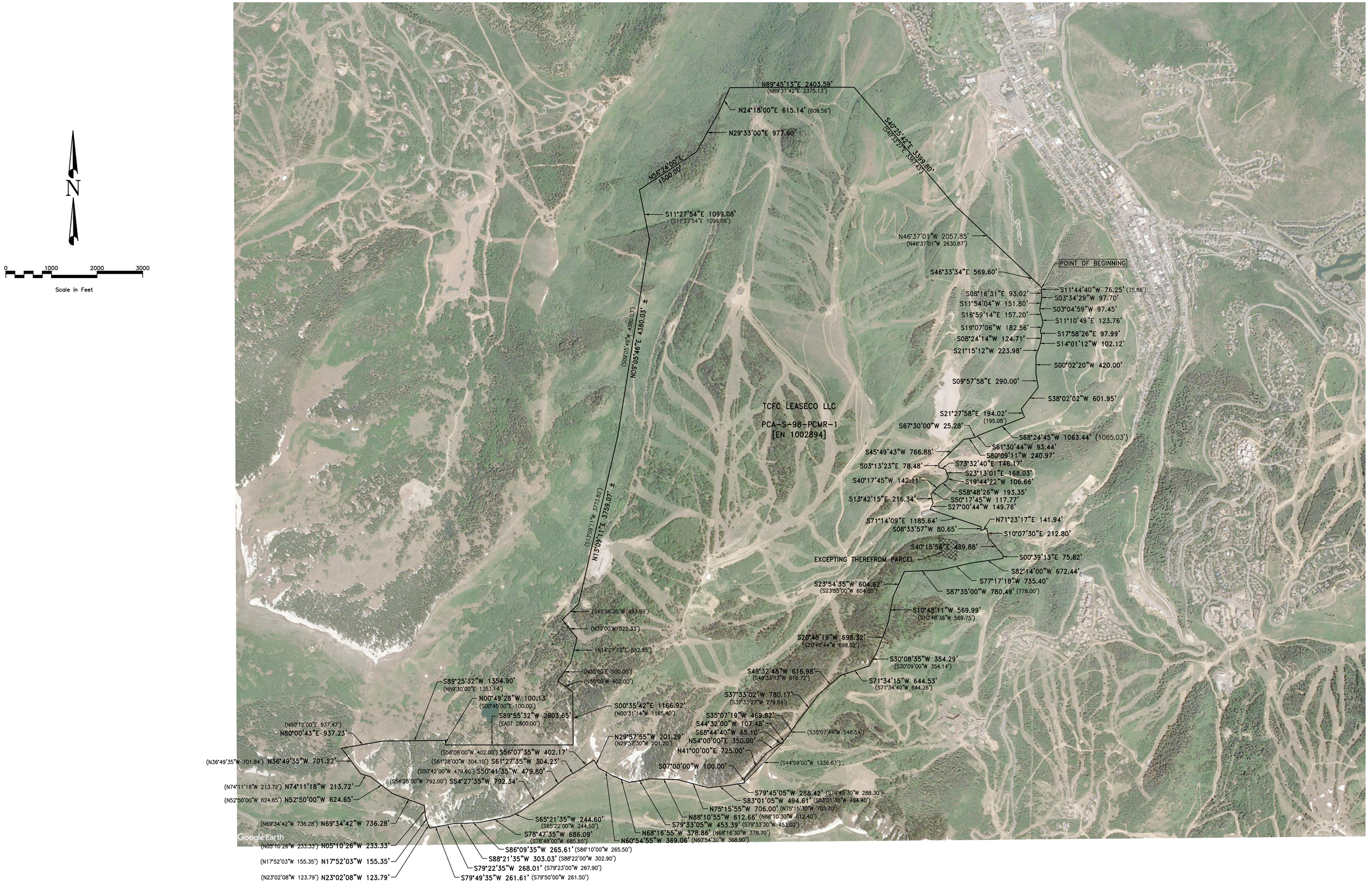
Annexed Property Legal Description[1]

[1] Note to draft: This exhibit is intended to include the Annexed Property within PCMC municipal boundaries which is owned by TCFC LeaseCo and ground leased to VR CPC under the September 2013 amendment to the long term Canyons ground lease. Although not to be included in the "Annexed Property" Exhibit, the City shall have the right to determine that it is advisable to record this amendment against other property previously encumbered by the initial Development Agreement, which may be owned by VR CPC or other parties.

The Record of Survey by Dominion Engineering filed at the County Recorder's office (S-0008738) dated October 14, 2016 is available for inspection in the Planning Department

Exhibit 2

Annexed Property Map



Path: P:\PCMR ALTA 2455\SURVEY\dwg\Upper Terrain + Google.dwg | plot date: June 04, 2018 | plotted by: jlmp

DRAWN JDP 5/24/18 DATE	CHECKED _ DATE	**VAIL RESORTS MANAGEMENT COMPANY**	**PARK CITY UPPER TERRAIN BOUNDARY SURVEY**
DESIGNED _ DATE PROJECT ENGINEER		**PARK CITY, SUMMIT COUNTY, UTAH**	**BOUNDARY & AERIAL MAPPING EXHIBIT**
APPROVED _ DATE JDP PROJECT MANAGER			

DOMINION
Engineering Associates, L.C.
5684 South Green Street
Murray, Utah 84123 801-713-3000

NO.	REVISIONS	BY	DATE
1	MINOR UPDATES	JDP	06.04.18
0	RELEASED FOR REVIEW	JDP	05.24.18

PROJECT NO. 2455-01
SHEET NO. 1 of 1
FILE NAME: EXHIBIT
SCALE: 1"=1'

Exhibit 3

Interconnect Plan

The proposed Interconnect Gondola is an 8 passenger gondola designed as a two way access transport between Park City Mountain Resort and Canyons Resort. The base terminal on the Park City side is located at the Snow Hut Lodge and the base terminal on the Canyons side is located near the north terminal of the Flat Iron lift. The gondola passes over Pine Cone Ridge and an angled mid station is located to the north of the ridge summit. Total ride time of the lift is approximately 8.5 minutes.

The proposed Interconnect Gondola on the Park City side is located within the area already identified in the Mountain Upgrade Plan (MUP) as Lower Thayne's (Figure V-1 – Future Expansion of the MUP) as a future expansion area. Canyons skiers will access the gondola via a combination of the Red Pine Gondola, the Timberline lift and the Iron Mountain lift. Park City skiers primary access will be from the Crescent lift.

At the Pine Cone Ridge mid station, Park City-based riders of the Interconnect Gondola may either unload or ski to the Dreamcatcher and Iron Mountain lift pods and other points on the Canyons side. Alternatively, passengers can continue riding down the gondola and unload at the Canyons base terminal.

Skiing from the gondola mid station to the Park City side will be limited to access gate controlled skiing for experts when snow conditions are favorable. Skiers transporting from the Canyons side to Park City will typically ride the full length of the lift back to the Snow Hut Lodge area.

The following table shows the design characteristics of the PCMR segment of the interconnect lift.

Lift Name	Lift Type	Top Elev (ft)	Bot Elev (ft)	Vert Rise (ft)	Slope Length (ft)	Average Grade %	Hourly Capacity (PPH)	Rope Speed (FPM)
Interconnect lift Park City Side	8-PG	9000	7970	1030	4490	23%	1500	1000

Comfortable Carrying Capacity (CCC)

As described earlier, the primary role of the proposed Interconnect Gondola is to provide skier transport between the two resorts. As a transport lift, the gondola has no vertical demand and will not increase the overall capacity of the resort. On the Park City side, the skiing opportunities under the gondola are limited to access gate expert only skiing in areas which are already identified in the MUP as ski terrain. With an easterly/southeasterly exposure, use of the terrain will be limited to the infrequent occurrences of ideal snow conditions. In addition, there is no direct round trip skiing due to the topographic constraints of Thaynes Canyon. Instead, skiing the terrain on the Park City side of Pine Cone Ridge will typically involve riding the King Con

lift in combination with the Interconnect Gondola to access this terrain. Given these constraints, no additional capacity has been attributed to this lift.

The following table shows the CCC calculation for the lift:

Lift Name	Lift Type	Slope Length	Vert. Rise	Hourly Capacity	Oper. Hours	Load Eff.	Adjusted Hourly Capacity	VTF/HR	Vertical Demand	CCC
Interconnect lift	8 - PG	4490	1030	1500	7	95	1425	1545	0	0

Pursuant to the Planning Commission's Finding of Fact No. 33 on March 25, 2015, the Interconnect Gondola functions only as an access/transfer lift between existing ski operations and has not been designed with round trip skiing on it. Given it is an access lift only between the two areas, there is no skier capacity increase associated with it. Developer shall comply with Section 2.1.13 of the Development Agreement (Parking Mitigation Plan).

Exhibit 4

Snow Hut Lodge Replacement and Reconstruction

The following reflects seating counts at the resort in 2014

Lodges	Legacy	Summit House	Mid Mountain	Snow Hut	Totals
Indoor seats	740	180	275	154	1349
Outdoor seats	192	184	200	200	776
Totals	932	364	475	354	2125

Currently the resort can experience on peak days in the order of approximately 10000 people per day. Industry standards suggest that mountain restaurants can experience a 3 to 4 seat turnover which would suggest the need for 2500 seats to 3330 seats leaving a deficit of approximately 375 to 1208 seats.

The 1997 MUP suggests that the resort needs additional seats and since that time the area has added seats with the addition of the Legacy lodge at the base of the mountain. However, given the current visitation patterns of the resort during holiday periods and at other peak times it experiences a shortage of seats. This being the case the resort is proposing to expand the seating capacity at the popular Silverlode ski pod and at the proposed Interconnect lift. The proposed restaurant replacement would provide the overall resort with approximately 386 additional seats bringing the total seating capacity to an improved balance of approximately 2511 seats. These new seats provide a significant improvement over what existed for the 2014-15 season. In addition to the number of seats, the quality of the facility will also vastly improve, when compared to the existing building. The proposed facility includes a modern food court concept, new and enlarged bathrooms, expanded food offerings and a spacious outdoor deck that will be a welcomed addition to the resort. The proposed location will allow better distribution of the overall skier capacity on the mountain and will take significant pressure off the other on mountain food service facilities such as the Summit House.

Pursuant to the Planning Commission's Finding of Fact No. 31 on March 25, 2015, the replacement of Snow Hut Lodge does not affect skier capacity and subsequently does not affect parking requirements. Developer shall comply with Section 2.1.13 of the Development Agreement (Parking Mitigation Plan).

Exhibit 5

Notice of Planning Commission Action PL-14-02600 April 7, 2015

[Attached]

7 April 2015

VR CPC Holdings, Inc. d/b/a Park City Mountain Resort
C/O Tim Beck
1310 Lowell Avenue
PO Box 39
Park City, Utah 84068

NOTICE OF PLANNING COMMISSION ACTION

Application #:	**PL-14-02600**
Subject:	**Master Planned Development, Development Agreement, and Mountain Upgrade Plan Amendments & Conditional Use Permit**
Address:	**1345 Lowell Avenue**
Action Taken:	**Approved with Conditions**
Date of Action:	**March 25, 2015**

On March 25, 2015, the Park City Planning Commission approved your requested: Amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant; Amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which requires the addition of the upper mountain ski terrain to PCMR's original MPD; and Conditional Use Permit (CUP) for a ski lift (interconnect). Your submitted application was approved subject to the following MPD/CUP Findings of Fact, Conclusions of Law, and Conditions of Approval:

MPD - Findings of Fact:

1. The site is known as Park City Mountain Resort.
2. The site address is 1345 Lowell Avenue.
3. On December 23, 2014 the applicant submitted a request to amend the existing Master Planned Development & Development Agreement.
4. The current application is an amendment to the Mountain Upgrade Plan for the Interconnect Gondola and expansion of the Snow Hut on-mountain restaurant

AND an amendment to the Park City Mountain Resort Master Plan Development (MPD) to satisfy requirements of the 2007 annexation which requires the addition of the upper mountain ski terrain to PCMR's original MPD.

5. A Ski Lift is listed as a Conditional Use Permit (CUP) in the ROS District. CUPs are reviewed and approved by the Park City Planning Commission.
6. In June 1997, the Park City Planning Commission approved the Park City Mountain Resort Large Scale Master Plan.
7. The Development Agreement was recorded with the County in July 1998.
8. The approved Master Plan includes development according to the PCMR Concept Master Plan and conditions of approval.
9. The conditions of approval include development of skiing and related facilities identified in the Mountain Upgrade Plan.
10. In March 2007, additional Park City Mountain Resort ski terrain was annexed into Park City Municipal Corporation known as the Annexation Agreement for the United Park City Mines Company Lands at Park City Mountain Resort.
11. The annexation indicated that the next Development Activity Application or amendment under the PCMR MPD must add the PCMR lease land annexed to the PCMR MPD.
12. In conjunction with the other amendments the applicant requests to fulfill the requirements of the annexation by incorporating PCMR's upper terrain into the PCMR Master Planned Development & Development Agreement.
13. The Mountain Upgrade Plan was recorded with the Development Agreement and identifies the background/methodology, design criteria, existing ski resort facilities, Mountain upgrading plan, future expansion potential, and conclusion.
14. The amendment of the Mountain Upgrade Plan includes the construction of those portions of the interconnect lift with Canyons Resort, and related lift towers, ski trails, terminals, buildings, infrastructure, and related appurtenances located in Park City.
15. The interconnect gondola is not specifically referenced in the Mountain Upgrade Plan, the terrain in which the lift is proposed is already designated in the Mountain Upgrade Plan for future ski pod development.
16. The proposed interconnect gondola will connect Park City Mountain Resort and Canyons Resort.
17. The amendment of the Mountain Upgrade Plan also includes the expansion of the Snow Hut on-mountain restaurant.
18. The improvement and enlargement of the Snow Hut is to improve mountain guest services.
19. The Planning Commission held a public hearing and reviewed this request on February 25, 2015.
20. During the February 25, 2015 Planning Commission meeting staff requested discussion by the Planning Commission on four items: building height, parking, employee housing, and historic preservation.
21. The purpose of the Master Planned Development Amendment application public meeting is to have the applicant present their amendments and give the public and Planning Commission an opportunity to evaluate those amendments in accordance with the applicable code criteria.

22. The proposed amendment to the Development Agreement does not change approved densities.
23. The site is not located in the HR-1 or HR-2 District. The proposed amendments take place with the areas shown in the Mountain Upgrade Plan, located in the Recreation and Open Space District (zone).
24. The proposed amendments are not nearby the exterior boundary of the MPD with the exception of the interconnect line.
25. The Snow Hut on-mountain restaurant and the PCMR interconnect line terminal are a minimum of 2,000 feet from PMCR perimeter.
26. Open space is established by the approved MPD. Of the approximately 3,700 acres in the ski resort, nearly 95% of the property is considered recreation/open space (i.e. trails and forested areas).
27. The proposed projects will not materially affect the required open space.
28. The LMC indicates that the Planning Department shall review the parking analysis and provide a recommendation to the Planning Commission. The Commission is to make a finding during review of the MPD as to whether or not the parking analysis supports a determination to increase or decrease the required number of Parking Spaces.
29. The Developer shall comply with the parking mitigation plan. This plan shall be reviewed and modified, if necessary, as a part of the Small Scale MPD (CUP) for each phase to evaluate transit alternatives and demonstrated parking needs.
30. If, in practice, the parking mitigation plan fails to adequately mitigate peak day parking requirements, the City shall have the authority to require the Resort to limit ticket sales until the parking mitigation plan is revised to address the issues. The intent is that any off-site parking solution include a coordinated and cooperative effort with the City, other ski areas, the Park City School District, Summit County, and the Park City Chamber/Bureau to provide creative solutions for peak day and special event parking.
31. The replacement of the Snow Hut does not affect skier capacity and subsequently does not affect parking requirements.
32. Skiers and riders are already on the mountain during operations, and the replacement Snow Hut Lodge is designed to significantly improve service at a major connection area in a central area of the ski resort.
33. The Interconnect Gondola functions only as an access/transfer lift between existing ski operations and has not been designed with round trip skiing on it. Given it is an access lift only between the two areas there is no skier capacity increase associated with it.
34. No additional parking is impacted by the Snow Hut on-mountain restaurant expansion.
35. The applicant indicated that in 2014 the Snow Hut has 154 indoor seats and 200 outdoor seats.
36. The Mountain Upgrade Plan called for several items in the conclusion of Section III - Existing Ski Resort Facilities, one of which was to position additional on-mountain seating to accommodate existing and upgrade facilities.
37. The Mountain Upgrade Plan indicated that the Snow Hut needed additional seating based on the seating requirement summary based on logical distribution

of the CCC. As indicated in the document in 1997, the Snow Hut had 168 indoor seats available but should have 414 indoor seats.

38. The applicant currently proposes to increase the indoor seating from the 168 indicated in 1997 to approximately 500 and the outdoor seating to stay the same at approximately 250 seats (indicated in 1997).
39. The net increase, from what was necessary in 1997, is 86 seats, which is 21% above the required number of seats.
40. The increase of 86 indoor seats (1997) from the identified CCC necessitates no additional parking at the base since the skier capacity is not affected.
41. Skiers are already on the mountain during operations and the CCC remains unchanged.
42. The proposed Interconnect Gondola does not need more parking as it functions only as an access/transfer lift between existing ski operations and has not been designed with round trip skiing on it.
43. The approved and recorded Development Agreement states that parking mitigation is reviewed at each Small Scale Master Planned Development (Conditional Use Permit) approval.
44. The review that occurred for "Parcel A," was satisfied, noting that no additional parking issues would be occurring until later phases were built-out at the base.
45. The applicant requests an increase in building height for the Snow Hut expansion.
46. In the ROS District no structure may be erected to a height greater than twenty-eight feet (28') from existing grade.
47. To allow for a pitched roof and to provide usable space within the structure, a gable, hip, or similar pitched roof may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater.
48. The majority of the proposed new building does not meet the maximum roof height, according to its corresponding roof pitch, of either 28 or 33 feet.
49. The corner on the left on the front elevation is approximately 52 feet above existing grade.
50. The corner on the right on the front elevation is approximately 68 feet above existing grade.
51. The front elevation has the tallest points found on the proposed snow hut expansion.
52. When viewed from the side elevation, north, about a quarter of the building on the right meets the maximum of height 28/33 feet.
53. When viewed from the other side, south elevation, two thirds (2/3s) of the building from the left on the lowest form and about 1/3 of the ridge towards the left meets the maximum building height.
54. When reviewing the rear of the building, west elevation, the entire wall (rear façade) meets the maximum height.
55. The roof however, as indicated on the other elevations does not meet the height.
56. It is estimated that approximately 70% of the overall roof does not meet the maximum corresponding building height.

57. In order to grant building height in addition to that which is allowed in the ROS District, underlying zone, the Planning Commission is required to make specific findings Outlined in LMC § 15-5-5(F)(1)-(5).
58. The proposed 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.
59. Even though the building is indeed tall, not just in form but also due to the terrain (height measured from existing grade per Park City codes), the proposed building is a one (1) story building which maximizes sun-light exposure from the windows on the front, east elevation.
60. There is no density increase as the existing support commercial use for the restaurant does not require use of unit equivalents. A different design with the same capacity at height would result in greater site disturbance, grading and less architectural variation.
61. The proposed Snow Hut is remote from any other building.
62. The minimum setback for the building is 2,000 feet. No other structures, except ski lifts are within this area. No impact to view, solar access, shadows, or other criteria will occur.
63. The site is centralized in the upper mountain of the existing ski resort, and not generally visible from developed off-site locations in Park City. As a ski resort operation, the site will be re-vegetated with a proven seed mix.
64. The adjacent open space is designated ski terrain. With approximately 3,700 acres of ski terrain the proposed projects 17,200 square feet of footprint will have no effect on open space or its usability.
65. The proposed height of the building is the result of a combination of the single story accessible design and the roof design which does not shed snow to public areas or decks, and does not require heat taping in roof valleys or edges to prevent large icicle development.
66. The large glazed areas are designed to maximize solar gain in support of the project sustainability goals. Interruptions in the roof plane would interrupt snow shed and possible increase height with no purpose.
67. There are no other buildings within one-half mile to match roof façade or variations.
68. The proposed roof form maximizes sun-light exposure on the east elevation.
69. The proposed one (1) story structure meets the following Architectural Design Guidelines outlined in LMC § 15-5-5.
70. The Architectural Style and Motif is not prohibited by the LMC.
71. The proposed siding is not prohibited by the LMC.
72. The applicant proposes the following three (3) main exterior wall materials on the front and side elevations: 1. reclaimed board and batten; 2. horizontal chinked trestlewood; and 3. rusted corten ribbed siding. The applicant proposes concrete masonry unit (CMU) on the bottom half of the rear elevation.
73. Applicant proposes a dark green shingle roof and a metal standing seam for the two smaller shed roofs as seen on the rear, west elevation.
74. The combination roof shape is not listed under prohibited roof forms.
75. Window treatments are not prohibited by the code.

76. The applicant has not submitted plans regarding this provision.
77. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting.
78. The applicant has not submitted plans regarding this provision.
79. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding trash/recycling enclosures.
80. The applicant has not submitted plans regarding this provision.
81. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding mechanical equipment.
82. LMC § 15-5-8 indicates the following regarding façade length and variations, following: 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.
83. The east elevation, front does not meet the façade façade length and variations requirement.
84. The façade is 140 feet long and does not provide a prominent shift in the mass of the structure.
85. The north and south elevations provide appropriate breaks, both horizontally and vertically (height) where a shift was incorporated in the design.
86. The west elevation, rear, meets the shift in the form of a fifteen foot (15') change in the building height.
87. LMC § 15-5-7 indicates that in some cases, the Planning Director, may vary from these standards if warranted by unusual or unique circumstances. This may result in variation from the strict interpretation of this section and may be granted by the Planning Director.
88. The Planning Director has reviewed the submitted plans and finds that the site is unusual and unique due to its remote location.
89. The Snow Hut is located on the mountain, accessible to skiers.
90. The location of the Snow Hut is not in a typical Park City neighborhood.
91. The intent of the façade length and variation criteria is to break up the massing of buildings so that they relate to the pedestrian scale.
92. The amount of glass on the front, east elevation, also helps mitigate the width of the building adding an aesthetically pleasing component.
93. When the Planning Commission grants additional Building Height due to a Site Specific analysis and determination, that additional Building Height shall only apply to the specific plans being reviewed and approved at the time. Additional Building Height for a specific project will not necessarily be considered for a different, or modified, project on the same Site.
94. The additional height due to the specific site analysis is not detrimental and in compliance with applicable LMC standards regarding the height allowance.

95. The Snow Hut Lodge is located on the footprint of the existing building and against an existing hill side to maximize skier circulation in the area.
96. Placing excavated material on site will remove the reverse slope between the King Con run and the building location. Skier circulation down to the King Con lift will be improved by the site grading on Broadway and the new location of the building.
97. The Interconnect Gondola is located not to interfere with skier circulation and provides direct access to the Snow Hut Lodge.
98. No retaining structures are proposed. Site grading is minimized while providing an on-snow / no stairs access to Snow Hut.
99. Existing summer biking and hiking trails on the Park City Mountain Resort side of the project are avoided to extent possible. Within the Summit County portion of the site, the evacuation routes may cross existing biking / hiking trails within the terms of the property agreements with trail operators and landowners.
100. Snow storage is on-site. The building is designed to shed snow away from public areas and service doors.
101. Refuse and recycling will take place in the building footprint consistent with the sustainability goals of Park City Mountain Resort. Refuse removal will not change from current operations.
102. Transportation to the site is via lifts, skiing and snowboarding only. No public vehicle access is proposed.
103. Significant vegetation is retained and protected.
104. Vegetation removed for site grading consists mainly of existing ski runs grasses and brush. The lift line corridor will require tree removal but ground disturbance will only occur in lift tower areas, base terminal area and evacuation route construction.
105. The visual simulations have been conducted properly for review of viewshed and ridgeline protection. The terminal structure minimizes the intrusion on the ridgeline from either east or west sight lines.
106. The lift line impacts are reduced as it is below the sky line and in many places within a forested area.
107. A visual analysis from designated viewpoints has been submitted to illustrate the visual effects of the proposed lift system.
108. The interconnect gondola system, towers and terminals, and evacuation route in Thaynes Canyon are shown on the visual simulation from the designated viewpoints.
109. The location of the proposed Snow Hut building is also shown in the simulations.
110. All other elements of the Sensitive Land analysis for the original MPD remain in effect and unchanged by this project.
111. The MPD Development Agreement states the following:
Developer shall construct or provide deed restricted off-site housing for 80 PCMR employees on or before October 1, 2003. The rental rate (not including utilities) for the employee housing will be determined by the City Council Housing Resolutions Establishing Guidelines and Standards, but will not exceed 1/3 of the employee's base gross wages. The rental rate shall be assured in perpetuity through deed restrictions in form and substance satisfactory to the City.

Developer must commence construction or complete the purchase of housing to accommodate 80 employees within 90 days of receiving a Small Scale MPD which, in combination with previously granted Small Scale MPDs, represent approvals for a total of 50% of the total square footage of the Concept Master Plan. Developer must work expeditiously to complete the employee housing project(s). In no case shall Small Scale MPDs, which represent approvals for a total of 60% of the Small Scale MPDs within the PCMR Concept Master Plan, be issued until the required housing is available for occupancy. Park City will provide Developer a letter of compliance when it fulfills this requirement.

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

112. The existing MPD contains the requirement for employee housing, this project does not change these requirements.
113. Employee housing is actually triggered ONLY by the receipt and approval of Conditional Use Permits (Small Scale MPD's) of the base area, "Parcels A - E."
114. As indicated in the Development Agreement, there was a trigger date of October 1, 2003, for 60% of the Small Scale MPDs (CUPs for each parcel), with an exception of a market downturn hit, which did take place.
115. Under this situation, the employee requirement was proportionally based on approved Small Scale MPD's (CUPs for each parcel).
116. The Planning Department calculates, Parcel A, the first and only approved Small Scale MPD/CUP for Marriott Mountainside/Legacy Lodge, accounted for approximately 334,000 total s.f. of the total 1,156,787 s.f. in the Large Scale Master Plan or 28.8% of the required housing for 80 PCMR employees. This equates to housing for 23 PCMR employees required after October 1, 2003.
117. Section 2.2 of the Development Agreement states, "In no case shall Small Scale MPDs…be issued until the required housing is available for occupancy."
118. No additional base parcels can be approved until the housing for the 23 PCMR employees are available and in use.
119. The employee housing requirement is not triggered by the requested amendment for on-mountain upgrades, updates, etc.
120. No child care is proposed in this application.
121. The project does not affect possible child care demands.
122. The City has received a map and list of known Physical Mine Hazards on the property.

123. A mine hazard mitigation plan has also been submitted to the City with appropriate mitigation. The map and mitigation plan are filed in the office of the City's Environmental Regulatory Program Manager and mitigation is scheduled to be completed by December 1, 2015.
124. Proposed development activity is not anticipated to encounter known historic mine waste.
125. The site is not within the soils boundary. In the event mine waste is encountered, it must be handled in accordance to State and Federal Law.
126. In accordance with LMC §15-8-5 (B)(15) and (C)(9), the prior applicants at the time of the 2007 annexation agreed to update the Preservation Plan submitted in 2000 for the additional annexed area.
127. The 2007 annexation included the following analysis in the February 1, 2007 staff report:
18. Historic and cultural resources. This annexation will include historic mining era structures within the Park City limits. The Silver King mine and other mining structures throughout the annexation area are more than 50 years old and would be considered to be historic structures due to the age of construction. No determination of historical significance has been made. Any changes to the historic buildings would require review by the Planning Department for compliance with the LMC preservation ordinance and Historic Design Guidelines. The Flagstaff Historic Preservation Technical Report will necessarily need to be amended to include those resources within the annexed area. The annexation therefore has a significant public benefit in the area of historic or cultural resources, in that several historic structures will be included within the City limits. If the structures are rehabilitated to building code, resort support uses could be permitted subject to a Conditional Use Permit.
128. Finding of Fact no. 7, of the 2007 annexation indicated that the proposed annexation protects the general interests and character of Park City including several historic mining era structures within the Park City Boundary.
129. The applicants agreed to update the mitigation as identified in the original Annexation Agreement regarding historic preservation:
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 Daly West site is historically significant.
130. The Annexation Agreement for the United Park City Mines Company Lands at PCMR tied the various agreements together.
131. This 2007 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 herewith. (Annexation Agreement paragraph 26).
132. The inventory is to be completed to comply with the 2007 Annexation and the Preservation and Restoration Plans are finished and approved by the City.

133. A Condition of Approval to this MPD amendment requiring completion of the outstanding inventory and subsequent Preservation and Restoration Plans prior to the City accepting any application for base area development is to be added.
134. The Preservation and Restoration plans shall also indicate a stabilization timeframe for each site.
135. In accordance with LMC §15-8-5(C)(3), the prior applicants at the time of the 2007 annexation acknowledged numerous trails in the annexed area, and their public use through dedication to the Park City Master Trails Map. See exact language below:
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.
136. A Condition of Approval to this MPD amendment requiring trails language needs to be added to this approval.
137. The proposed Interconnect Gondola and Snow Hut on-mountain restaurant are not detrimental impacts of the Mountain Upgrade Plan.
138. The Interconnect increases accessible terrain as it connects PCMR with the Canyons Resort.
139. The Snow Hut expansion reduces the resort's restaurant seating deficiencies.

MPD - Conclusions of Law:

A. The MPD Amendment, as conditioned, complies with all the requirements of the Land Management Code;
B. The MPD Amendment, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
C. The MPD Amendment, as conditioned, is consistent with the Park City General Plan;
D. The MPD Amendment, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
E. The MPD Amendment, as conditioned, strengthens and enhances the resort character of Park City;
F. The MPD Amendment, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
G. The MPD Amendment, as conditioned, 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;
H. The MPD Amendment, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
I. The MPD Amendment, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.

J. The MPD Amendment, as conditioned, meets the Sensitive Lands requirements 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;
K. The MPD Amendment, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
L. The MPD Amendment has been noticed and public hearing held in accordance with this Code.
M. The MPD Amendment, as conditioned, 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.
N. The MPD Amendment, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
O. The MPD Amendment, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.

MPD - Conditions of Approval:

1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
2. In the event mine waste is encountered, it must be handled in accordance to State and Federal Law.
3. Employee Housing
   Unless Section 2.2 of the Development Agreement is previously satisfied by the developer in an off-site location which shall include employee housing required by the development of Parcel A (the "Required Employee Housing"), or an updated housing plan is approved by the Housing Authority, the Developer shall include as part of the next application for a Small Scale MPD/CUP approved after March 25, 2015 under the Development Agreement for Parcels A-E (the "Next Small Scale MPD Application") an affordable housing plan subject to Park City Housing Authority approval per the Housing Resolution in effect at the time of application for the Required Employee Housing and the employee housing required for the Next Small Scale MPD/CUP Application as determined by such resolution. Unless otherwise approved in the housing plan or previously satisfied, a completion bond or letter of credit in a form approved by the City Attorney will be required for the Required Housing as a condition of building permit issues for the Next Small Scale MPD. Nothing in this condition shall be deemed to relieve any owner or prior developer of Parcel A from any liability that may exist to the City, the Developer, or any future developers in the MPD for failure to comply with Section 2.2 of the Development Agreement.
4. Historic Preservation:
   In furtherance of assisting the developers in meeting their obligations under Section 2.9.3 of the Amended and Restated Development Agreement for

Flagstaff Mountain dated March 2, 2007, the Developer under the PCMR Development Agreement shall, (a) identify historically significant structures within the PCMR Development Agreement Property by October 1, 2015, (b) complete the inventory of historically significant structures and the preservation and restoration plan for such structures, as located within the PCMR Development Agreement Property (provided such sites are confirmed to be located within the property either owned by VR CPC Holdings, Inc. or held by VR CPC Holdings, Inc. pursuant to its ground lease from TCFC LeaseCo LLC) by March 25, 2016; (upon completion of the staff approval of the preservation and restoration plan, the applicant shall come back to the Planning Commission to report on the prioritization, annual check-in schedule and progress report on work complete to date) and (c) no later than March 25, 2016, dedicate and/or secure preservation easements for the historically significant structures (or reasonably equivalent long-term rights satisfactory to the City if easements are unavailable) for the City with respect to the identified sites within the PCMR Development Agreement Property. In addition, by October 1, 2015, the Developer under the PCMR Development Agreement shall contribute a total of $50,000 towards the preservation of the prioritized historically significant structures on the PCMR Development Agreement Property as approved by the Planning Department/Preservation Planner, and propose a five (5) year capital fundraising plan dedicated towards restoration/stabilization of the historically significant structures. Nothing herein shall release the original Flagstaff Mountain Developer (e.g., United Park City Mines) or current property owner from any existing obligation under the Ordinance 07-10, and all related agreements including the Amended and Restated Development Agreement for Flagstaff Mountain dated March 2, 2007.

5. Trails:
Public trails existing at the time of annexation in 2007 were added to the Park City Master Trails Plan in 2008 as depicted on Exhibit P. Developer is finalizing survey and other closing matters with regards to their acquisition and ground lease of the property. A final trails plan shall be submitted and evaluated as part of the next application for a Small Scale MPD/CUP approved after March 25, 2015 under the Development Agreement for Parcels A-E (the "Next Small Scale MPD Application") to determine which existing trails or any newly required trials are required to be dedicated to the City. Unless such trails are previously dedicated by plat/subdivision, prior to the issuance of a Certificate of Occupancy for the Next Small Scale MPD Application, the Developer and any other necessary owner/party shall execute an irrevocable offer of dedication or easement in compliance with the requirements of Section 5 of the Annexation Agreement which remains in full force and effect, and states: 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.

CUP - Findings of Fact

1. LMC § 15-4-18 indicates that the location and use of a passenger tramway, including a ski tow or ski lift, is a Conditional Use.
2. CUPs under this section shall be issued only after public hearing before the Planning Commission, and upon the Planning Commission finding that all the following conditions can be met.
3. The interconnect complies with the Ownership of Liftway and Public Purpose criteria.
4. The interconnect complies with the Width, Utility Clearance, Liftway Setback, State Regulation, criteria, as conditioned.

CUP Conclusions of Law:

1. The application complies with all requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The use is consistent with the Park City General, as amended.
4. The effects of any differences in use or scale have been mitigated through careful planning.

CUP - Conditions of Approval:

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. A final utility plan, including a drainage plan for utility installation, public improvements, and drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers prior to issuance of a building permit.
4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
5. A final landscape plan shall be submitted for review and approval by the City Planning Department, prior to building permit issuance.
6. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.
7. This Conditional Use Permit approval will expire on March 25, 2016, if a building permit has not issued by the building department before the expiration date, unless an extension of this approval has been granted by the Planning Commission.

Please be aware that the approval of this MPD Amendment and Conditional Use Permit by Park City in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is

the responsibility of the property owner/applicant to ensure compliance with these regulations.

Land Management Code (LMC) § 15-6-4(G) indicates the following regarding Development Agreement ratification:

> *The Development Agreement shall be ratified by the Planning Commission, signed by the City Council and the Applicant, and recorded with the Summit County Recorder. The Development Agreement shall contain language, which allows for minor, administrative modifications to occur to the approval without revision of the agreement. The Development Agreement must be submitted to the City within six (6) months of the date the project was approved by the Planning Commission, or the Planning Commission approval shall expire.*

As the applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission are available in the Planning Office. We will continue to work with you closely on the project. If you have questions regarding your application or the action taken please don't hesitate to contact me at 435-615-5064 or fastorga@parkcity.org.

Sincerely,

F.astorga

Francisco Astorga
City Planner

Exhibit 6

Known Physical Mine Hazards[2]

[Attached]

[2] City Planning Dept to Propose Attachment

UNITED PARK CITY MINES COMPANY

July 19, 2016

PARK CITY MUNICIPAL CORPORATION
PUBLIC AFFAIRS
P.O. BOX 1480/445 MARSAC AVE.
PARK CITY, UTAH 84060

Rec'd
EOF
07.20.16

Jim Blankenau
Environmental Regulatory Program Manager
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060

By Hand Delivery

Re: Physical Mine Hazard Mitigation

Dear Jim:

This is in follow up to your July 7, 2016 letter. After further evaluation, it was determined that items initially listed as physical mine hazards are actually surface features that

(i) are not Physical Mine Hazards, defined by 11-20-2(G) as:

- open mine shafts
- mine tunnels
- horizontal openings
- adits
- other mine related openings
  that extend more than five feet into the ground

(ii) do not require Mitigation, defined by 11-20-2(E) as:

- actions reasonably designed to prevent accidental or unauthorized intentional access to underground workings

It should be noted that most of the features are generally shallow depressions having gradually sloping non-vertical sides, and only two have actual openings that extend to any appreciable depth.

Per the foregoing, United Park has performed the required mitigation. The related documentation is attached.

Please consider this as a supplement or amendment to our Physical Mine Hazard Mitigation Evaluation Plan & Submittal, and feel free to contact me if you have any questions.

Sincerely,

Kerry C. Gee, Vice President

P.O. Box 1450, Park City, Utah 84060, (435) 649-8011, Fax (435) 655-7479 or (435) 615-1239

MITIGATION PLAN

MITIGATION PLAN (PCMC 11-20-6)

Use this Mitigation Plan only if a Physical Mine Hazards are found on your property. A Mitigation Plan must be completed for each Hazard on your property. You need not use this Mitigation Plan and may create your own Mitigation Plan if you chose. If used, this form will be submitted twice. Once as an attachment to the Evaluation Plan above and once when you have completed mitigation.

Parcel ID # PCA-S-98-PUR-MH#07

BASIC INFORMATION

GPS Coordinates of Physical Mine Hazard: N40.62864 W111.50353

Type of Mine Hazard:

☑ Vertical Opening ☐ Horizontal Opening ☐ Depression

☐ Other *Describe* _____

☑ Pre-Mitigation Photo Attached 554

REMEDIATION & SCHEDULE

Mitigation Method Selected:

☑ Backfilling ☐ Block Wall ☐ Stone Wall ☐ Bat Grate ☐ Rebar Grate

☐ Other *Describe* _____

If backfilling, estimate volume of soils to be used and provide source of soil:

100 yards - on property to Hereon

Scheduled Remediation Completion Date: Prior to Dec 1, 2015

Must be prior to December 1st, 2015

POST REMEDIATION INFORMATION (PROVIDE AFTER MITIGATION)

☒ Post-Mitigation Photo Attached to Report

Narrative Statement on Remediation Activity (include volume of soil used and source of soil if hazard backfilled):

After further evaluation, it was determined that a bat grate was the best ~~method~~ mitigation method. A bat grate was made from 1" rebar, and was pinned to the bedrock and cemented in place

MITIGATION PLAN

MITIGATION PLAN (PCMC 11-20-6)

Use this Mitigation Plan only if a Physical Mine Hazards are found on your property. A Mitigation Plan must be completed for each Hazard on your property. You need not use this Mitigation Plan and may create your own Mitigation Plan if you chose. If used, this form will be submitted twice. Once as an attachment to the Evaluation Plan above and once when you have completed mitigation.

Parcel ID # S-90-1114 #113

BASIC INFORMATION

GPS Coordinates of Physical Mine Hazard: N40.63384, W111.50130

Type of Mine Hazard:

☐ Vertical Opening ☐ Horizontal Opening ☐ Depression

☑ Other *Describe* Decline

☑ Pre-Mitigation Photo Attached 583

REMEDIATION & SCHEDULE

Mitigation Method Selected:

☑ Backfilling ☐ Block Wall ☐ Stone Wall ☐ Bat Grate ☐ Rebar Grate

☐ Other *Describe* _____

If backfilling, estimate volume of soils to be used and provide source of soil:

100 yards - on account to the zero

Scheduled Remediation Completion Date: Prior to Dec 1, 2015

Must be prior to December 1st, 2015

POST REMEDIATION INFORMATION (PROVIDE AFTER MITIGATION)

☑ Post-Mitigation Photo Attached to Report

Narrative Statement on Remediation Activity (include volume of soil used and source of soil if hazard backfilled):

After further evaluation, it was determined that a Bat Grate was the best mitigation method. A Bat Grate was made from 1" Rebar, and was pinned to the bedRock and cemented in place.

MITIGATION PLAN

MITIGATION PLAN (PCMC 11-20-6)

Use this Mitigation Plan only if a Physical Mine Hazards are found on your property. A Mitigation Plan must be completed for each Hazard on your property. You need not use this Mitigation Plan and may create your own Mitigation Plan if you chose. If used, this form will be submitted twice. Once as an attachment to the Evaluation Plan above and once when you have completed mitigation.

Parcel ID # S-98 - MH #79

BASIC INFORMATION

GPS Coordinates of Physical Mine Hazard: N. 40.62845 W. 111.50079

Type of Mine Hazard:

☒ Vertical Opening ☐ Horizontal Opening ☐ Depression

☐ Other *Describe* _____

☒ Pre-Mitigation Photo Attached 1, 2

REMEDIATION & SCHEDULE

Mitigation Method Selected:

☒ Backfilling ☐ Block Wall ☐ Stone Wall ☐ Bat Grate ☐ Rebar Grate

☐ Other *Describe* _____

If backfilling, estimate volume of soils to be used and provide source of soil:

4300 yards taken from adjacent stock pile

Scheduled Remediation Completion Date: Completed May 31, 2011

Must be prior to December 1st, 2015

POST REMEDIATION INFORMATION (PROVIDE AFTER MITIGATION)

☒ Post-Mitigation Photo Attached to Report 5 14

Narrative Statement on Remediation Activity (include volume of soil used and source of soil if hazard backfilled):

On May 24, 2011 it was discovered that the American Flag shaft had caved in. A temporary fence was put in place and signs were placed on the fence. Filling of the shaft started that day. Filling was completed by May 31, 2011. A more permanent fence was installed with better signage on May 31, 2011. 4300 yards of fill was placed in the shaft.

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514

The rest of the file is available for inspection in the Planning Department

Planning Commission
Staff Report

Application: **PL-16-03096**
Subject: **National Ability Center Master Planned Development**
Author: **Rebecca Ward, Land Use Policy Planner**
Date: **November 13, 2019**
Type of Item: **Review of National Ability Center Housing Mitigation Plan**

Summary Recommendations

This agenda item was noticed for possible Commission ratification of the Development Agreement for the National Ability Center Master Planned Development. However, the Water Rights Dedication Agreement, which will be attached as an exhibit to the Development Agreement, is not finalized. To keep the Development Agreement process on track, Staff requests that the Commission review only the Housing Mitigation Plan portion of the Development Agreement during this session so that the Commission may make a recommendation on the Plan for the Housing Authority's consideration. Staff recommends the Commission continue ratification of the Development Agreement to December 11, 2019.

Description

Applicant:	National Ability Center, represented by Jon Serio
Application:	PL-16-03096
Location:	1000 National Ability Way
Zoning:	Recreation Open Space
Adjacent Land Uses:	Protected Open Space, Open Space, Park City Ice Arena and Sports Complex
Reason for Review:	The Housing Mitigation Plan requires review by the Planning Commission and review and approval by the Housing Authority and must be attached as an exhibit to the Development Agreement that will memorialize the Commission's National Ability Center Master Planned Development approval

Background

The National Ability Center (NAC) is a nonprofit organization that empowers individuals of all abilities through recreation and education. The National Ability Center campus at 1000 National Ability Way was approved in 1999 under Summit County jurisdiction as a Specially Planned Area and a Conditional Use. In October of 2004, NAC was annexed into Park City and the City zoned the area Recreation Open Space. In 2014, the NAC submitted a pre-MPD application to request increased density and expanded uses to better accommodate their growing programs and services. The Planning Commission found the pre-MPD application to be compliant with the General Plan and consistent with the Recreation Open Space Zoning District. In 2016, the Applicant submitted an MPD application.

On November 29, 2017, the Planning Commission approved a Conditional Use Permit for additions and new construction on the NAC campus. On March 27, 2019, the Planning Commission approved the National Ability Center Master Planned Development (NAC MPD), which outlines (1) the existing uses approved under Summit County, (2) the increased density and uses approved in the 2017 Conditional Use Permit (Phase I), and (3) Phase II of development, including a three-story 22,266-square-foot lodging building with 25 suites and 13 lockout units, an additional 1,122 square feet for the equestrian center, and 332 square feet for the recreation building.

Analysis

Development Agreement Ratification – Land Management Code §15-6-4(G) requires that approved Master Planned Developments be memorialized in a Development Agreement, approved by the City Attorney, ratified by the Planning Commission, signed by the City Council and the Applicant, and recorded with the Summit County Recorder.

The Development Agreement must be submitted to the City within six months of the date the Planning Commission approved the MPD. The NAC MPD was approved on March 27, 2019 and the six month deadline was September 27, 2019. NAC satisfied the six-month requirement by submitting a draft Development Agreement to the City before the deadline. Since March of this year, NAC has been in negotiations with the City Attorney's Office and Housing Department primarily to finalize two exhibits to the Development Agreement: (1) a Water Rights Dedication Agreement; and (2) a Housing Mitigation Plan.

(1) **Water Rights Dedication Agreement**

The NAC MPD Condition of Approval 27 requires that a Water Rights Dedication Agreement be recorded with the final ratified Development Agreement. On July 15, 1999, NAC and Park City entered into a Development and Water Service Agreement. The Agreement describes conditions of water services, terms of transfer, and conversion of water rights. On February 12, 2019, NAC filed an Application for Permanent Change of Water with the State of Utah Water Rights Engineer to begin the process of transferring water rights outlined in the 1999 Water Service Agreement to Park City.

On June 7, 2019, the State Engineer granted the NAC Permanent Change of Water, changing the points of diversion, place of use, and uses of 11.00 acre-feet of water and annual depletion of 5.65 acre-feet of water for Water Right Number 35-11077 for year-round municipal purposes within the service area of Park City. The NAC is working with the Legal Department to finalize a Water Rights Dedication Agreement to complete the transfer of water to Park City as outlined in the 1999 Water Service Agreement. The Agreement must be finalized and attached as an exhibit to the Development Agreement for the Commission's consideration on December 11, 2019.

(2) **Housing Mitigation Plan**

Housing Resolution 03-2017 requires that an MPD applicant submit a Housing Mitigation Plan to be reviewed by the Planning Commission as part of an application for

a Master Planned Development with a recommendation forwarded to City Council. The Commission reviewed the initial Housing Mitigation Plan proposal when the Commission approved the NAC MPD on March 27, 2019 and considered the following:

- (A) The number of affordable units for the NAC MPD will be based on Housing Resolution 03-2017, which calculates the number of employees generated based on uses and square footage proposed under the 2017 Conditional Use Permit and the NAC MPD.

The affordable housing requirement for the NAC MPD pursuant to Housing Resolution 03-2017 totals 9.04 Affordable Unit Equivalents, or 8,136-square feet. The employee generation analysis is included in the Housing Mitigation Plan (**Exhibit B**).

- (B) The deed restrictions will require a certain percentage of the NAC rentals (1) to be consistent with the NAC mission or for employee housing; (2) to prohibit nightly rentals; and (3) to cap rent at or below 45% of the Summit County Area Median Income.

The proposed Housing Mitigation Plan (**Exhibit B**) is consistent with the initial March 27, 2019 Housing Mitigation Plan proposal:

- (1) Paragraph 1 establishes tenant qualifications and prioritizes affordable housing units for those who are employed, training with, or providing or receiving services from the NAC.
- (2) Paragraph 3 requires that rental agreements be for at least 90 days for athletes-in-training, coaches, and seasonal interns, or for at least six months for full- or part-time employees. Nightly rentals will be specifically prohibited in the deed restrictions that will be recorded for each affordable unit.
- (3) Paragraph 2 requires that monthly rents for one-bedroom units be capped at 45% of the Summit County Area Median Income for a two-person household, and for two-bedroom units, to be capped at 45% of the Summit County Area Median Income for a three-person household.

In the March 27, 2019 meeting, the Commission inquired about whether or not the affordable housing would be on-site. The NAC responded that all affordable units will be on-site in the NAC lodge. The NAC described the lodge as dormitory-type housing. The Commission also asked whether or not volunteers would be included in the employee generation analysis. Staff clarified that the calculation would be based on square footage and employees generated as a result of the use of that square footage and was not dependent upon whether the employees were paid or volunteer. The Commission did not recommend any additional requirements for the Housing Mitigation Plan.

The Commission approved the following Conditions for the NAC MPD:

- Condition of Approval 7 requires that the Planning Commission review an Affordable Housing Mitigation Plan and that the Park City Housing Authority approve the plan prior to issuance of any building permits for the lodging building.

The lodging building is slated for construction in 2024. The NAC is working to finalize

and record a Housing Mitigation Plan recommended by the Commission and approved by the Housing Authority that will be attached as an exhibit to the Development Agreement. Staff and the NAC intend to bring the Development Agreement before the Commission on December 11, 2019 so that the Development Agreement and Housing Mitigation Plan can be finalized and recorded by the end of 2019.

- Condition of Approval 8 requires that an Affordable Housing Mitigation Plan be recorded with the final ratified Development Agreement.

The Housing Mitigation Plan recommended by the Commission and approved by the Housing Authority will be an exhibit to the ratified and recorded Development Agreement.

- Condition of Approval 9 states that as a condition precedent to receiving a certificate of occupancy for the proposed lodging building, the City shall be provided with proof of compliance with the approved Affordable Housing Mitigation Plan.

The proposed Housing Mitigation Plan (**Exhibit B**) contains the Annual Compliance Affidavit the NAC CEO will be required to submit to the Housing Department each year to verify that the NAC is in compliance with the Housing Mitigation Plan and Deed Restrictions that protect the affordability of units on the NAC campus.

NAC requests that the Commission consider two exceptions outlined in Housing Resolution 03-2017 for the Housing Mitigation Plan: (1) a 50% reduction in required affordable housing units; and (2) a reduction in the 6-month affordable rental lease requirement.

NAC proposes two exceptions in their Housing Mitigation Plan that are allowed pursuant to Housing Resolution 03-2017: (1) a 50% reduction in required affordable housing units; and (2) a reduction in the 6-month affordable rental lease requirement. The NAC statement regarding these exceptions is included as **Exhibit A**.

(1) A 50% reduction in required affordable housing units.

Housing Resolution 03-2017 Section 8(C) states that "[t]he City Council may reduce the base employee generation rate by up to fifty percent for uses that are 'non-commercial or non-residential in nature, which provide educational, social or related services to the community and which are proposed by public agencies, nonprofit agencies, foundations and other similar organizations' upon finding that the benefits/impacts of such Development as they relate to other general plan goals and/or action items outweigh the housing impacts."

The affordable housing requirement for the NAC MPD pursuant to Housing Resolution 03-2017 totals 9.04 Affordable Unit Equivalents, or 8,136-square feet. As a nonprofit organization, NAC is requesting a 50% reduction in the housing obligation pursuant to Housing Resolution 03-2017 Section 8(C) for a total of 4.52 AUEs.

Planning Staff finds that the National Ability Center contributes to the Park City General Plan Goal 9, Parks & Recreation: *Park City will continue to provide unparalleled parks and recreation opportunities for residents and visitors*. The National Ability Center provides adaptive equipment, services, and programs so that all of the City's residents and visitors may enjoy the City's recreational opportunities.

(2) A reduction in the 6-month affordable rental lease requirement.

Housing Resolution 03-2017 Section 17(E) requires that, unless otherwise approved, the minimum lease for deed-restricted affordable units must be six months. NAC is requesting an exception from this requirement to provide qualified tenants participating in adaptive athletic training, coaches, or seasonal interns an option to rent an affordable deed-restricted unit for a period of 90 days.

Staff requests that the Commission review **Exhibit A**, the NAC Housing Statement, and **Exhibit B**, the NAC Housing Mitigation Plan and forward the Commission's recommendation on the NAC Housing Mitigation Plan for the Housing Authority's consideration.

When the NAC MPD Development Agreement comes before the Commission for ratification on December 11, 2019, the Development Agreement will contain all required and final exhibits for the Commission's consideration, including the final and approved Water Rights Dedication Agreement and Housing Mitigation Plan.

Department Review

The Legal, Housing, and Planning Departments reviewed the Housing Mitigation Plan for conformance with the March 27, 2019 NAC MPD approval.

Notice

Notice of possible Planning Commission ratification of the Development Agreement was posted on October 24, 2019 and published in the *Park Record* on October 26, 2019. Staff requests that the Commission continue ratification of the Development Agreement to December 11, 2019.

Recommendation

Staff recommends that the Commission:

- (1) Continue the ratification of the NAC Development Agreement to December 11, 2019;
- (2) Review the National Ability Center Housing Statement (**Exhibit A**) and Housing Mitigation Plan (**Exhibit B**); and
- (3) Provide input on the Plan with a recommendation for the Housing Authority's consideration, scheduled for November 21, 2019.

Attachment

Exhibit A – National Ability Center Housing Statement
Exhibit B – Housing Mitigation Plan

NAC has proposed a second “lodge” facility as part of the second phase of buildout of the master plan. This facility has only been conceptually designed at this stage but could have up to 35 units designed with living, kitchen, and bath facilities in each unit or small group of units designed specifically for Program Staff and seasonal-long internship housing. These longer stays will be directly attributable to current programmatic needs that are not well accommodated in the current dormitory style facility. For example, seasonal employees who need temporary housing of up to a 3 month stay, permanent employees who need transitional housing, coaches and athletes participating in NAC competition teams and programs that require seasonal housing, as well as the possibility of a few full time employees who may desire to live on campus year round. There are also a limited number of therapeutic partnership programs for veterans, those rehabbing injuries, seeking treatment for mental illnesses and other specific populations that require longer term housing in an accessible and controlled environment to ensure the success of their treatment modalities.

All of these potential unit occupants would fall under the category of either NAC Employee or NAC programmatic participant and, in the view of the NAC, **ALL** of the units that are eventually built and operated in this facility will be utilized by community members who will pay less than market rate rents and would otherwise create additional strain on a community rental housing market that is already short of inventory. In addition, many potential occupants would also have accessibility and other adaptive needs not likely to be well accommodated and designed for in existing or proposed for rent developments. Because all of the units constructed will be utilized for populations in need of affordable rental housing, and as is provided for in the Park City Municipal Affordable Housing ordinance 03-2017 Section 8c, the NAC proposes to request a 50% reduction in the amount of ***deed restricted*** square footage covered by the NAC Master Plan Housing Agreement to allow the NAC greater flexibility in utilizing the greatest number of constructed units to match the exact needs to their programs staff and participants with the minimum number of units required to be designed and restricted for year round or truly long term occupancy. In summary, there is a large need for the exact type of affordable rental housing the NAC is proposing to build, manage, and occupy and the NAC requests that the Park City Municipal Housing Authorities consider limiting the square footage under the most constraining use restrictions to that which is allowed by code under the non-profit reduction clause to preserve the NAC’s flexibility to meet the adaptive and always evolving needs of their amazing staff and participants.

AFFORDABLE HOUSING AGREEMENT

National Ability Center MPD

This Affordable Housing Agreement ("**Agreement**") is dated effective the ___ day of December 2019 ("**Effective Date**") by and between National Ability Center, a 501(c) non-profit entity ("**NAC**" or "**Developer**") and Park City Municipal Corporation ("**the City**"), a Utah municipal corporation.

WITNESSETH:

WHEREAS, Developer has obtained approval for a Master Planned Development for an expansion to several program, administrative, and support buildings at their existing adaptive recreation campus at 1000 Ability Way in Park City, Utah, as evidenced by the Findings of Fact, Conclusions of Law, and Conditions of Approval of the Park City Planning Commission dated March 27, 2019, attached hereto as **Exhibit A** ("**NAC MPD**"); and

WHEREAS, a condition of the NAC MPD approval is that an Affordable Housing Mitigation Plan shall be reviewed by the Planning Commission and approved by the Park City Housing Authority prior to issuance of any building permits for the lodging building and any applicable deed restrictions shall be recorded according to the final approved Affordable Housing Mitigation Plan; and

WHEREAS, this Agreement sets forth priorities with respect to those who may occupy the restricted affordable units and that the housing be deed restricted in a manner approved by the City Housing Manager and City Attorney; and

WHEREAS, according to the employee demand calculation prepared by the City Housing Manager and based on the Park City Housing Resolution 03-2017, the total housing requirement for the NAC MPD is equal to 9.04 Affordable Unit Equivalents ("**AUEs**") or 8,136 square feet at 900 square feet/AUE. The Developer requested a 50% reduction in the housing obligation as provided for nonprofit projects in the Housing Resolution, Section 8C. The reduced requirement is 4.52 AUEs or 4,068 square feet.

NOW THEREFORE in consideration of the terms and conditions set forth hereinafter it is agreed as follows:

1. Tenant Qualifications: It is the public policy of the City to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Developer is providing on-site affordable housing, occupancy of such housing shall be on a priority basis as follows:

   First Priority: Individuals and households meeting income limits at or below 80% AMI with at least one person employed by, training under the direction of, or providing or receiving services from the National Ability Center.

Second Priority: Individuals and households meeting income limits at or below 80% AMI with at least one person employed at a business located in Park City Municipal limits.

Third Priority: Individuals and households meeting income limits at or below 80% AMI and living within the Park City School District.

At the time of initial occupancy, Developer shall have forty-five (45) days to advertise and fill the affordable units with First Priority tenants. After this period, the Developer shall advertise for qualified tenants for a period of not less than fifteen (15) days and shall thereafter fill the units in accordance with the above priorities from the list of qualified tenants then available. Upon the occurrence of a vacancy, Developer shall review its wait list of qualified tenants and may advertise for qualified tenants if necessary to obtain a qualified tenant. If a qualified tenant for the First Priority is not located within sixty (60) days of a vacancy, Developer shall accept the next highest priority potential tenant available at that time.

If a qualified tenant's employment which gave them a priority is terminated, the developer may allow said tenant to continue to occupy the unit until the termination of their rental agreement. If there are no other potential qualified tenants available in the First or Second Priorities, Developer may renew the rental agreement for a term of not more than one (1) year. Upon a showing of undue hardship on an individual or household formerly employed by a business in the First or Second Priority and upon consent of the City, Developer may choose to renew a rental agreement for a term not to exceed one (1) additional year.

If a qualified tenant goes over the AMI threshold through promotion, marriage, or other life circumstance, Developer shall follow the "next available unit rule," which means that if a unit household's income increases to more than 120% of the AMI, the tenant may renew the lease for one (1) additional term not to exceed one (1) year. Tenants may stay in place indefinitely as long as the household income remains under 120% of the AMI.

2. Permitted Rents: Monthly rents for 1BR units shall not exceed rent for a two-person household earning 45% AMI for the Summit County region or for 2BR units shall not exceed rents for a three-person household earning 45% of the AMI for the Summit County region. All rents will be calculated using the AMI figures set annually by HUD. The permitted rental amount includes rent and utilities.

3. Permitted Term: Rental agreements with qualified tenants shall be for a term of no less than ninety (90) days for training adaptive athletes, their coaches, or seasonal interns OR six (6) months for full- or part-time employees notwithstanding that those employees finding permanent housing within six (6)

months will be allowed to break the lease so long as the unit is immediately made available to a new qualified tenant.

4. Reporting and Compliance: Developer shall provide an **Annual Compliance Affidavit** (**Exhibit C**) and rent roll showing each tenant's name, unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility requested by the City annually. The City shall have the right to audit Developer's tenant files at least annually upon fourteen (14) days advanced written notice to Developer.

5. Square Footage: Per the Housing Resolution 03-2017, an Affordable Unit Equivalent equals 900 square feet. Each apartment unit shall be a minimum square footage of 200 square feet.

6. Assignment of Units: As outlined in the **Employee Generation Analysis** (**Exhibit B**), the housing requirement for the development totals 9.04 AUEs or 8,136 square feet. With the 50% nonprofit reduction in the requirement, the total obligation is 4 AUEs or 4,068 square feet. The Developer agrees to meet this obligation utilizing restricted affordable rental units in two phases with one (1) unit and accompanying common area totaling 750 square feet assigned for restriction as of the execution of this Agreement and an additional four (4) AUEs assigned and restricted at such time as the NAC's second Lodge building receives a Certificate of Occupancy.

   Phase I - Whereas the existing NAC Lodge Manager Unit contains 524 square feet of bedroom / bath area, but also has unrestricted access to 226 square feet within an existing shared 2,739 square feet of common dining, kitchen, and multipurpose space, for a total of 750 square feet total in Phase 1.

   Phase II - the Second NAC Lodge will be required to contribute 4 AUEs / 3,318 square feet of restricted affordable rental unit occupancy space. This commitment will be satisfied by restricting standalone 1BR or 2 BR units designed and constructed specifically to meet the requirements of Housing Resolution 03-2017. Room numbers assigned to meet the obligations of this Agreement will be specified by the NAC prior to Certificate of Occupancy for the Phase II Lodge Building and will be further documented in the NAC's Annual Housing Report to the City, including all required documentation of the rooms assigned and the income qualifications of the residents of those rooms. Developer will provide the City Housing Development Manager with construction drawings prior to requesting Certificate of Occupancy for the second Lodge Building that specifies whether deed restricted units will be 1BR, 2BR, or a mixture of both, including exact unit numbers, area calculations, and floor plan layouts.

7. Parking: Each apartment unit shall be entitled to one parking stall, provided, however that this requirement may be waived where the renter stipulates in the

rental agreement for that unit that the renter will at no time park their vehicle on the NAC Campus and will use NAC shuttles or other alternative modes of transportation during their occupancy period.

8. Term: The term of this Agreement shall be for 50 years from the date of the issuance of the Certificate of Occupancy for the affordable apartments. Upon the expiration of the initial fifty (50) year term, or any subsequent term, the City shall have six (6) months in which to determine that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.

9. Recordation of Agreement: Upon execution, this Agreement shall be recorded in the office of the Recorder of Summit County.

10. Notices: All notices required under this Agreement shall be sent to:

    Developer
    National Ability Center
    1000 Ability Way
    Park City, Utah 84060
    ATTN: Lodge Manager

    The City
    Park City Municipal Corporation
    445 Marsac Ave
    Park City, Utah 84060
    ATTN: Housing Manager

    or such addresses as the parties from time-to-time shall change by written notification to the other.

11. Entire Agreement: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.

12. Binding Agreement: This Agreement shall be binding upon the successors and assigns of the parties hereto. The City shall have the right to change its designee from the City to another designee upon thirty (30) days advanced written notice to Developer.

IN WITNESS WHEREOF the parties have cause for this Agreement to be executed as of the date hereof.

OWNER/DEVELOPER:

National Ability Center
a 501(c) nonprofit entity

By: _____
Kevin Stickelman
Title: CEO

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Kevin Stickelman in his capacity as the CEO of the National Ability Center, a 501(c) nonprofit entity.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Residing at:

_____

CITY:

PARK CITY MUNICIPAL CORPORATION,
a municipal corporation of the State of Utah

By: _____
Name: Andy Beerman
Title: Mayor

Attest:

_____
City Recorder

Approved as to Form:

_____
City Attorney

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of December, 2019, by Andy Beerman, in such person's capacity as the Mayor of Park City Municipal Corporation.

_____
NOTARY PUBLIC

My Commission Expires:

Residing at:

_____

_____

EXHIBIT A

(NAC MPD Findings of Fact, Conclusions of Law, and Conditions of Approval)

March 29, 2019

Jon Serio
National Ability Center
1000 Ability Way
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Application #	PL-16-03036
Address	1000 Ability Way
Description	Master Planned Development
Action Taken	Approved with conditions
Date of Action	March 27, 2019

On March 27, 2019, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held and the Planning Commission approved your application. The Commission voted to amend condition #24 to include additional information to be submitted with a parking study at the time of submittal of the Conditional Use Permit for the new lodging building. The Commission approved the NAC Master Planned Development based on the following findings of fact, conclusions of law, and amended conditions of approval:

Findings of Fact

1. The property is located at 1000 Ability Way and is within the Recreation Open Space Master Planned Development (ROS-MPD) Zoning District.
2. Access to the property is from Round Valley Drive and Gillmor Way, public streets, and Ability Way. Ability Way is public to the NAC property line and private within the NAC property. No new streets are proposed.
3. The property is located in the Quinn's Junction neighborhood of Park City and is identified as Lot 1 of the National Ability Center Subdivision.
4. In the mid-1990s, the parcel was deeded to the NAC by Florence Gillmor and restricted to adaptive recreational programs, including equestrian, fitness, therapy and various related and complementary recreational activity facilities.
5. The 26.2 acre parcel was annexed to Park City in 2004 as part of the National Ability Center and Quinn's Recreation Complex Annexation and MPD.
6. The National Ability Center is a non-profit organization specializing in community sports, recreation, therapy, and education programming.
7. In July of 1999, prior to annexation, the property received approval of a Specially Planned Area (SPA) from Summit County, which is a similar to a Master Planned

Development (MPD) in the City.

8. The NAC Specially Planned Area (SPA) and CUP allowed for development of various uses and buildings (50,750 sf), including 20,500 sf equestrian center (17,000 sf equestrian arena and 3,500 sf of barns/stalls), an outdoor challenge/ropes course, a playground and outdoor activity area, an outdoor equestrian arena, an archery pavilion, a gazebo, various barns/stalls and storage buildings, 21,000 sf of residential dormitory/lodging uses with 25 rooms on two levels, 7,570 sf support administrative building, a possible future swimming pool, and 121 parking spaces.
9. A July 15, 1999, Development and Water Service Agreement between NAC and the City was entered into prior to the annexation. The Agreement describes conditions of water service and the need to transfer and convert a water right. The change application was filed with the State Engineer on February 12, 2019 and is pending review.
10. A new water agreement, updating requirements and conditions for water service, will be included as an attachment to the NAC MPD Development Agreement to be ratified by the Planning Commission prior to recordation.
11. On October 21, 2004, the Park City Council adopted Ordinance #04-50 to amend the Park City Zoning Map to include the annexed NAC parcel into the ROS-MPD District.
12. The ROS zone allows for a variety of conservation, open space, and recreation uses.
13. The proposed uses are support uses to the primary use of the National Ability Center and are consistent with the purpose and uses of the ROS District and in support of the mission of the NAC.
14. The NAC is located in the Quinn's Junction neighborhood, as described in the Park City General Plan.
15. The Joint Planning Principles for the Quinn's Junction area recommend development patterns of clustered development balanced with preservation of open space. Public preserved open space and recreation is the predominant existing land use. Clustered development should be designed to enhance public access through interconnection of trails, preserve public use and enjoyment of these areas, and continue to advance these goals along with the preservation of identified view sheds and passive open space areas. New development should be set back in compliance with the Entry Corridor Protection Overlay. Sensitive Lands should be considered in design and protected. Uses contemplated for this neighborhood include institutional development limited to hospital, educational facilities, recreation, sports training, arts, cultural heritage, etc.
16. On September 2, 2014, the applicant submitted a pre-MPD application for proposed additions to the NAC. On December 10, 2014, the Planning Commission held a public hearing, discussed and approved the pre-MPD application and found the proposal to be in compliance with the General Plan and underlying zoning district. The MPD is consistent with the Pre-MPD and meets the goals and objectives of the General Plan as further outlined in the staff report.
17. On January 26, 2016, the City received an application for a Master Planned Development (MPD) identifying and approving an MPD concept site plan, uses and density for the 26.2 acre National Ability Center campus consistent with the pre-MPD.
18. Between February 2016 and October 2017, the applicant worked on getting the subdivision plat approved and recorded and worked to address staff's comments regarding water service, as it relates to a July 15, 1999 Development and Water Service Agreement, as well as on a housing mitigation strategy.
19. The National Ability Center (NAC) Subdivision plat was approved by City Council on July 21, 2016 and recorded at Summit County on March 28, 2017.
20. On November 29, 2017, the Planning Commission approved a Conditional Use Permit for the following (29,818 sf total):

- Indoor Equestrian Arena additions (10,910 sf)

- Program Services building addition (1,250 sf) and climbing wall (377 sf)
- Community and Programs building (new) (4,962 sf)
- Recreation Center/gymnasium (new) (7,613 sf)
- Cycling Center (storage addition) (783 sf)
- Archery Pavilion and Range (relocated)
- Camping (new) - 3 recreational cabins (444 sf each), 6 graded tent sites, 3 yurt platforms and 1 restroom building (2,274 sf total)
- Greenhouse and gardening area (new) (400 sf)
- Maintenance shop and storage (additions) (1,250 sf)
- Additional parking (104 spaces), snow storage and landscaping

21. The NAC MPD memorializes existing uses (49,707 sf) approved through a Specially Planned Area (SPA) (Exhibit Q) and Conditional Use Permit (CUP) by Summit County prior to annexation of the site into Park City (50,750 sf were approved), as well as uses approved through a CUP by the Planning Commission in November of 2017 (29,819 sf) (Exhibit S). The MPD also includes a future three story lodging building (22,266 sf) consisting of 25 suites with 13 lockouts (38 keys). The MPD also includes an additional 1,122 sf for the equestrian center and 332 sf to the recreation building that were not counted in the square footages approved with the 2017 CUP.
22. A total of 103,246 sf are included in the NAC MPD including administration and programs (13,865 sf), indoor recreation and equestrian center (36,853 sf), lodging (36,567 sf) as well as accessory support uses and storage (15,961 sf). A swimming pool is not included in this MPD approval. Accessory and support uses include barn/stables, camping cabins/yurts/tent platforms, maintenance shop, Nordic center yurt, gardening center and greenhouse and cycling center.
23. The lot is sufficient in area for the proposed uses.
24. The plans indicate that 78% of the site will remain as open space. This area includes all pervious areas such as horse pastures, outdoor arenas, landscaped common areas, campground area (excluding buildings), challenge course, and other outdoor recreation activity areas and includes the hardscaped patio area west of the program services building.
25. The proposed building location minimizes grading. Buildings are grouped on the site, providing greater expanses of open space and separation of activities. Specific site plans, as well as landscaping and exterior lighting details, will be provided with the future lodging building CUP and building permits.
26. The proposed landscape plans indicate compliance criteria to maintain native vegetation and plant appropriate drought tolerant species that require limited irrigation. Prior to issuance of building permits a final landscape and irrigation plan, and an exterior lighting plan, will be reviewed by Planning Department staff for compliance with the MPD landscape plans. Additional landscaping and lighting plans will be submitted for review as part of the Conditional Use Permit applications for the new lodging building and parking lot expansion. Parking lot lighting is noted to be down directed with cut-off fixtures and will be on a clock timer to be able to reduce overall lighting when use of parking lots is reduced.
27. The MPD is proposed to be developed in two primary phases. Phase 1 is identified as additions to the program services building and indoor equestrian center, a new indoor recreation building, a new community and programs building, additional storage and maintenance areas as well as various outdoor uses and phased parking and landscaping. Phase 1 is essentially the additions, buildings and uses approved with the 2017 CUP to be constructed within the next 1 to 5 years. Phase II consists of the proposed 3 story lodging building. Phase II is projected to begin by 2024, upon

completion of Phase I.

28. Proposed uses are consistent with the uses allowed by the National Ability Center MPD (SPA) and the LMC, as support uses to the primary use as a Public and Quasi-Public Institution and as a Private Recreation Facility.
29. A traffic study (Hales Engineering, November 2015) was provided by the applicant and reviewed with the 2017 CUP indicating that study intersections are anticipated to continue operating at acceptable levels of service. Capacity of existing streets can handle anticipated normal traffic, however during special events and activities additional traffic enforcement and Special Event permits maybe required.
30. The 2017 CUP approved 104 additional parking spaces to provide a total of 225 spaces for the entire site (there are currently 121 spaces). Staff reviewed a 32% reduction as uses of the NAC overlap and NAC participants use multiple buildings per visit. Parking reductions are consistent with transportation goals and the General Plan. Parking will be phased with construction of elements of the CUP and MPD.
31. Staff recommends an updated parking study be submitted with the CUP for the future lodging building and if additional parking is recommended, it will be reviewed with the future lodging building CUP.
32. The final parking layout will be reviewed at the time of building permit review to ensure compliance with the LMC regarding interior and perimeter landscaping, lighting, and use of landscaped islands to break up expanses of parking. Lighting is proposed to be sharp cut-off and on a time clock to allow the NAC to reduce lighting when not in use.
33. Utilities necessary for this use are available at or near the site.
34. The proposed additions and uses have been reviewed for potential interference with access routes for emergency vehicles. Fire District has reviewed and approved the emergency access routes and final Fire District approval of building plans is required prior to building permit issuance.
35. Existing internal vehicular and pedestrian circulation systems will be modified and enhanced by this project to provide accessible routes and connections to surrounding City open space, trails and recreation amenities, as well as to public transit routes (currently dial-a-ride service).
36. No outdoor storage of goods or mechanical/utility equipment is proposed or allowed onsite.
37. Impacts of the adaptive camping tents site, cabins, and connected trail system on the open space are proposed to be mitigated by limiting the number and size of the tent platforms and cabins, by installing natural pathways (not concrete or asphalt) where accessibility issue allow, and by minimizing grading and vegetation disturbance. LOD fencing will be installed prior to building permit issuance to contain disturbance for all construction sites. Any exterior lighting will be subdued, fully shielded and down directed.
38. Additions to the Arena and Program Services buildings are located in areas that are already disturbed with pavement and hardscape. The proposed recreation building will impact an area that has been previously disturbed and re-seeded.
39. No signs are proposed at this time and sign permits are required prior to installation of new signs.
40. Exterior lighting fixtures will be reviewed at the time of building permit review for compliance with the City's lighting ordinances.
41. The MPD area contains wetlands and streams and a wetlands delineation report was included with the application. The plans demonstrate that the required fifty foot buffer from delineated wetlands and streams can be met. Storm water plans are required to be submitted with all building permit applications and conditions of approval note requirements for MS4 plans. Wetlands will be protected during construction as required

by the Building Department and Construction Mitigation Plans. Wetlands delineations are valid for a five year period when applying for a general permit to the Army Corps of Engineers.

42. There are no known physical mine hazards, historic mine waste, or historic structures on the site.
43. The site is not within the Park City Soils Ordinance boundary.
44. A construction mitigation plan will be provided with all building permits and will consider the safety of NAC participants, in addition to all standard requirements.
45. An affordable housing mitigation plan is being drafted by the Applicant and will be submitted to the City's Housing Department. The plan will be presented to the Planning Commission for review and then forwarded to the Park City Housing Authority for review and approval. An approved housing mitigation plan will be an attachment to the Development Agreement at the time of Planning Commission ratification and recordation.
46. The Development Agreement will address specific requirements of the City's Water Department regarding water rights, impact fees, timing, etc.
47. The Development Agreement requires Planning Commission ratification, City Council approval and recordation at Summit County.
48. The proposed mass and scale of buildings and additions, as well as the architectural design, materials, and colors are consistent with existing buildings on the property and in the surrounding area.
49. Proposed buildings and additions are setback more than 25' from all property lines.
50. The MPD proposes a future three story lodging building with a pitched roof at a maximum building height of 45 feet (to the ridge).
51. An addition to the Program Services Building, for expansion of the climbing wall, was approved with the 2017 CUP to maintain the height exception allowed by the Specially Planned Area approvals (43'4" in height from existing grade).
52. All other additions and structures will not exceed the maximum zone height of 28' with LMC height exceptions permitted for pitched roofs, mechanical, elevators, etc.
53. The height exception is requested to minimize building footprint; reduce overall site disturbance; and provide variation in height, massing, and architectural interest.
54. The height request does not increase allowed density in that there is sufficient lot area to accommodate the lodging expansion floor area over a greater footprint and stay within the 33' allowed building height.
55. Potential problems on neighboring property (City Open Space) caused by shadows, loss of solar Access, and loss or air circulation are mitigated by increased building setbacks and orientation of the proposed building. There are no adjacent structures within close proximity to the property lines. The lodge building is shown with a 125' setback to the property line. At the time of CUP review setbacks to adjacent City property may be adjusted provided that plans demonstrate impacts on adjacent City property, due to shadows, noise and nuisances, can be mitigated.
56. Proposed open space of 78% is greater than the minimum of 60% and the three story design results in additional usable open space on the site.
57. Final design of the lodge building is subject to Planning Commission approval during review of the CUP, at which time the design will be reviewed for compliance with Chapter 5, Architectural Guidelines, including architectural design, exterior materials, façade variation and landscaping requirements.
58. The applicant stipulates to the conditions of approval.
59. The property was posted and notice posted, published and mailed to property owners within 300' as required by the Land Management Code.
60. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The MPD, as conditioned, is consistent with the Park City General Plan and Recreation Open Space (ROS-MPD) zoning.
2. The MPD, as conditioned meets required conclusions of law of LMC Section 15-6-6) as stated below:

A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
F. The MPD, as conditioned, 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. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
H. 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.
I. The MPD, as conditioned, meets the Sensitive Lands requirements 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;
J. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
K. The MPD has been noticed and public hearing held in accordance with this Code.
L. The MPD, as conditioned, 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. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditions of Approval

1. All standard project conditions shall apply.
2. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall consider the safety of NAC participants. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and

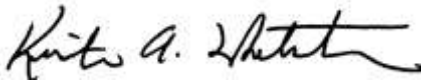
recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.

3. A storm water run-off and drainage plan shall be submitted with building permit applications and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site. This development is part of a common development that is greater than one (1) acre. This development shall meet the MS4 storm water requirements.
4. Final utility plans, consistent with utility plans reviewed by the Planning Commission during the MPD and CUP review, shall be submitted with building permit applications.
5. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
6. Snyderville Basin Water Reclamation District's review and approval of building permits and utility plans for conformance with the District's standards for review, is a condition precedent to building permit issuance.
7. An Affordable Housing Mitigation Plan shall be reviewed by the Planning Commission and approved by the Park City Housing Authority prior to issuance of any building permits for the lodging building and any applicable deed restrictions shall be recorded according to the final approved Affordable Housing Mitigation Plan.
8. The Affordable Housing Mitigation Plan shall be recorded with the final ratified Development Agreement.
9. As a condition precedent to receiving a certificate of occupancy for the proposed lodging building, the City shall be provided with proof of compliance with the approved Affordable Housing Mitigation Plan.
10. A master sign plan for the project shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any new sign permits.
11. Once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
12. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two years from the date of execution of the Development Agreement or as further conditioned by the Development Agreement, unless Construction, as defined by the Uniform Building Code, has commenced on the project.
13. Vegetation and landscaping will be planted in such a manner that screening of adjacent properties is to be consistent with approved landscape plans. The applicant recognizes that the City Engineer has final authority on landscape placement in any required easement areas.
14. The access road is private to the NAC property line and is maintained by the property owner. From the property line to Gillmor Way the road is public.

15. Any changes to Ability Way shall be approved by the City Engineer, including specifications such as final grade, width, pavement depth, materials, signs, and storm drainage.
16. Access to public trails on City Open Space shall be maintained in coordination with the Park City Open Space and Trails Manager/Department consistent with the Park City Trails Master Plan. Any new access points shall be coordinated with Park City Open Space and Trails Manager/Department.
17. The proposal shall comply with Architectural Design Guidelines outlined in LMC § 15-5-5 which includes prohibited architectural styles and motifs, prohibited siding materials, design ornamentation, number of exterior wall materials, roofing materials, roof shapes, solar panels and skylights, window treatments, Lighting, trash and recycling enclosures, mechanical equipment, patios and driveways, and landscaping. Materials color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission during approval of the Conditional Use Permit on November 29, 2017 and with plans to be reviewed with the future Conditional Use Permit for the new lodging building.
18. The proposal shall comply with the trash storage and collection parameters with the language outlined in LMC § 15-5-5(G).
19. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements shall be submitted with building permit applications for approval by the Planning, Building, and Engineering Department.
20. 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 final Certificate of Occupancy for the Lodging Building.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
22. 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 shall be incorporated into all plans submitted for building permits.
23. At the time of CUP review of the lodge building, setbacks to the adjacent City property may be adjusted provided that plans demonstrate impacts on the adjacent City property, due to shadows, noise and nuisances, can be mitigated.
24. An updated parking study of actual operational trips and parking demand shall be submitted with the CUP for the future lodging building and if additional parking is recommended, it shall be reviewed with the future lodging building CUP.
25. Ten (10) bikes shall be accommodated with bike racks to be installed prior to issuance of the first certificate of occupancy.
26. Prior to issuance of a building permit for development impacting wetlands or the associated buffer areas, an updated wetlands delineation shall be conducted and presented to the City for review.
27. The Water Agreement shall be recorded with the final ratified Development Agreement.
28. All future development, including CUPs and building permit applications shall comply with terms of the recorded Development Agreement and Water Agreement.

If you have questions regarding your project or the action taken please feel free to contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

EXHIBIT B
(Employee Generation Analysis)

ESTIMATED HOUSING REQUIRMENT

PROJECT: National Ability Center

HOUSING RESOLUTION: 03-17

PROGRAM AREA	PROPOSED SQ FT ADDITION	HOUSING REQUIREMENT	EMPLOYEE GENERATION	20% OF EMPLOYEE GENERATION
Camping Yurts (3)	942	0	1.8	0
Community and Programs Building	4962	2.3 per 1000 sq ft	11.41	2.28
Cycling Center	783	0	0.00	0
Equestrian Center	12032	2.3 per 1000 sq ft	27.67	5.53
Greenhouse	400	0	0.00	0
Hay Storage Building	0	0	0.00	0
Horse Stables	0	0	0.00	0
Lodge - Existing	0	0	0.00	0
Lodge - Proposed	22266	.6 per room	22.80	4.56
Nortic Services Yurt	0	0	0.00	0
Program Services Building	1627	3.7 per 1000 sq ft	6.02	1.20
Ranch Maintenance Shop	1250	0	0.00	0
Recreational Cabins (3)	7945	0	1.80	0
Storage Sheds	0	0	0.00	0
Tractor Shed	0	0	0.00	0
	52207		71.51	13.58

SUMMARY

PARCEL	HOUSING REQUIREMENT (UNITS)	SQUARE FOOTAGE (900 SQ FT PER UNIT)
Education	5.20	4680
Profesional Services	0.80	722.388
Lodging	3.04	2736

EXHIBIT C
(Annual Compliance Affidavit)

Park City Affordable Housing Affidavit
National Ability Center Affordable Units

State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ *[name of Notary before whom affidavit is sworn]*, on this _____ *[day of month]* day of _____ *[month]*, 20____, personally appeared _____ *[name of affiant]*, known to me to be a credible person and the Chief Executive Officer of National Ability Center, who being by me first duly sworn, on _____ *[his or her]* oath, deposes and says:

*I currently am the Chief Executive Officer of National Ability Center at 1000 Ability Way in Park City, Utah, which contains deed-restricted units to preserve affordability. I am fully aware of the Affordable Housing Agreement (**Agreement**) the National Ability Center entered into with Park City Municipal Corporation as a requirement of the National Ability Center Master Planned Development (**MPD**) and the affordable housing restrictions required as part of the MPD and Agreement. To the best of my knowledge, National Ability Center is in compliance with the Affordable Housing Agreement and Deed Restrictions for affordable units on the National Ability Campus. I verify that the attached document containing each affordable unit, tenant, rent charged, household gross income, name and location of tenant employment, and term of lease is current and accurate and the National Ability Campus is in compliance with the Agreement and the Deed Restrictions.*

_____
[signature of affiant]

_____ _____
(printed name of affiant) *(phone)*

_____
[mailing address of affiant, line 1]

_____ _____
[mailing address of affiant, line 2] *(email address)*

Subscribed and sworn to before me, this _____ *[day of month]* day of _____ *[month]*, 20____.

[Notary Seal:]

_____
[signature of Notary]

_____
[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-658-9019.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **901 Woodside Avenue – Construction of a Private Driveway within a Platted, Unbuilt City Street**
Project #: **PL-19-04142**
Author: **Caitlyn Barhorst**
Date: **November 13, 2019**
Type of Item: **Administrative – Conditional Use Permit**

Summary Recommendations

Staff recommends that the Planning Commission review the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the requested application based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant:	Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location:	901 Woodside Avenue
Designation:	Landmark Historic Site
Zoning District:	Historic Residential (HR-1) Zoning District
Adjacent Land Uses:	Single-Family, Multi-Family, Commercial
Reason for Review:	Conditional Use Permit applications are reviewed and approved by the Planning Commission

Proposal

The applicant is proposing the Construction of a Private Driveway within a Platted, Unbuilt City Street. The Historic District Design Review (HDDR) for the Material Deconstruction and Disassembly and Reassembly (Panelization) was reviewed by The Historic Preservation Board (HPB) on August 7, 2019 and approved. See **Exhibits C and D** for the HPB Staff Report and Minutes. The property at 901 Woodside Avenue is a Landmark Historic Site on the City's Historic Sites Inventory.

Through discussions with the Development Review Committee as well as the comments made at the previous Planning Commission meetings, the applicant has updated the driveway proposal. See **Exhibit A** for the updated proposal with the project description addressing the updated elements.

The applicant is proposing to construct a pedestrian path leading to a staircase (to be continued up to Norfolk Avenue by the City). The paved and heated pedestrian path will be raised with a 6' (six inch) curb to distinguish the area from the driveway. In addition, there will be a landscaped partition at the street to further separate the pedestrian pathway from the driveway. The applicant is proposing to install a sign along Woodside indicating the pathway is for Public Access. There will be no parked cars allowed on the driveway as that would be obstructing the Right-of-Way access.

The following items have been addressed with the project proposal update:

1. The sidewalk has been separated from the driveway by a landscape planter;
2. The front retaining wall along the south property line of 901 Woodside has been reduced and stepped down along the driveway;
3. A meandering dirt path on the uphill side of the driveway at a 4:12 slope has been added on the uphill end of the paved driveway.

Figure 1: *Proposed Site Plan, revised October 16, 2019.*

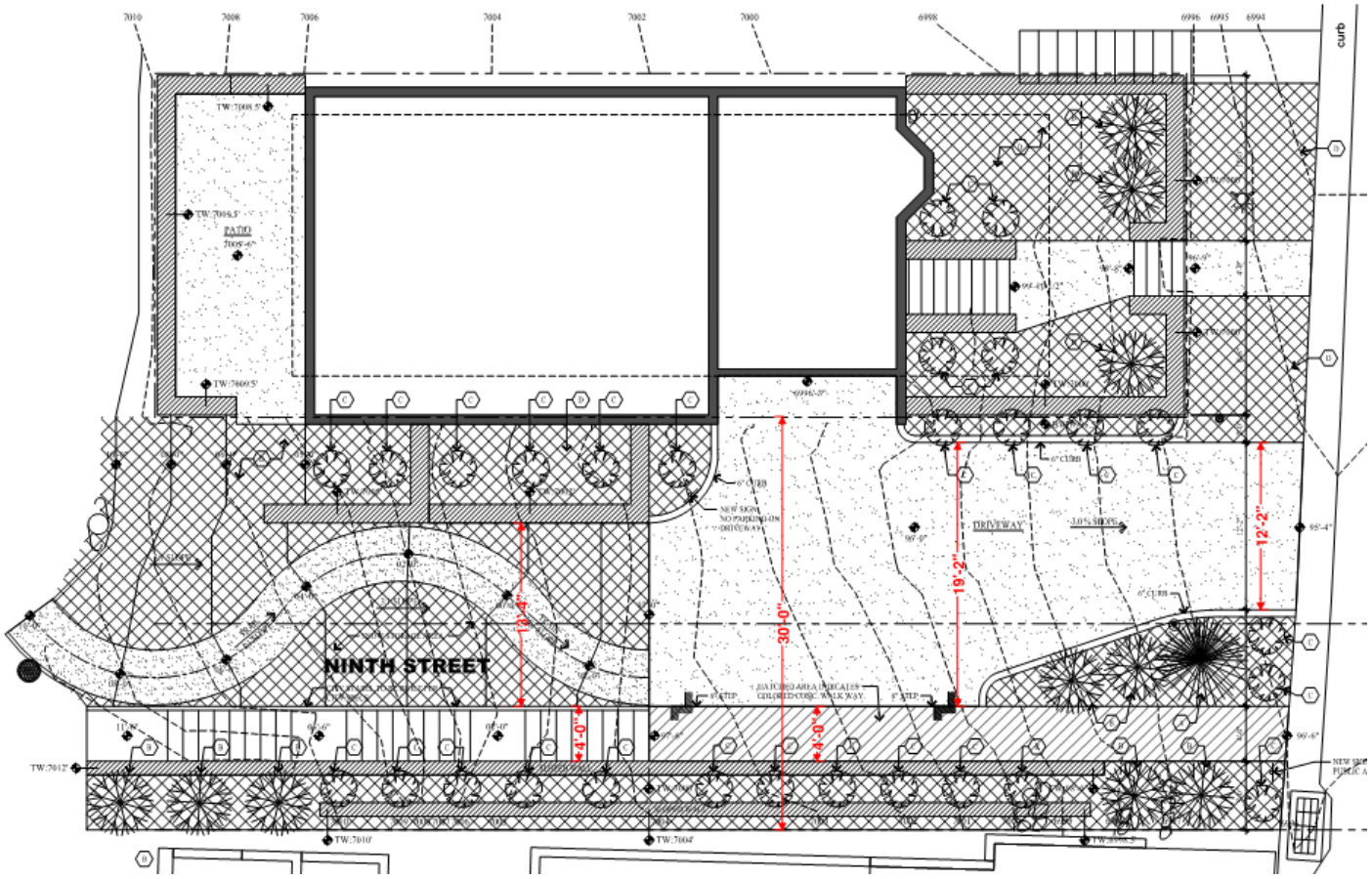


Figure 2: *Previous Site Plan seen at the September 25, 2019 Planning Commission meeting.*

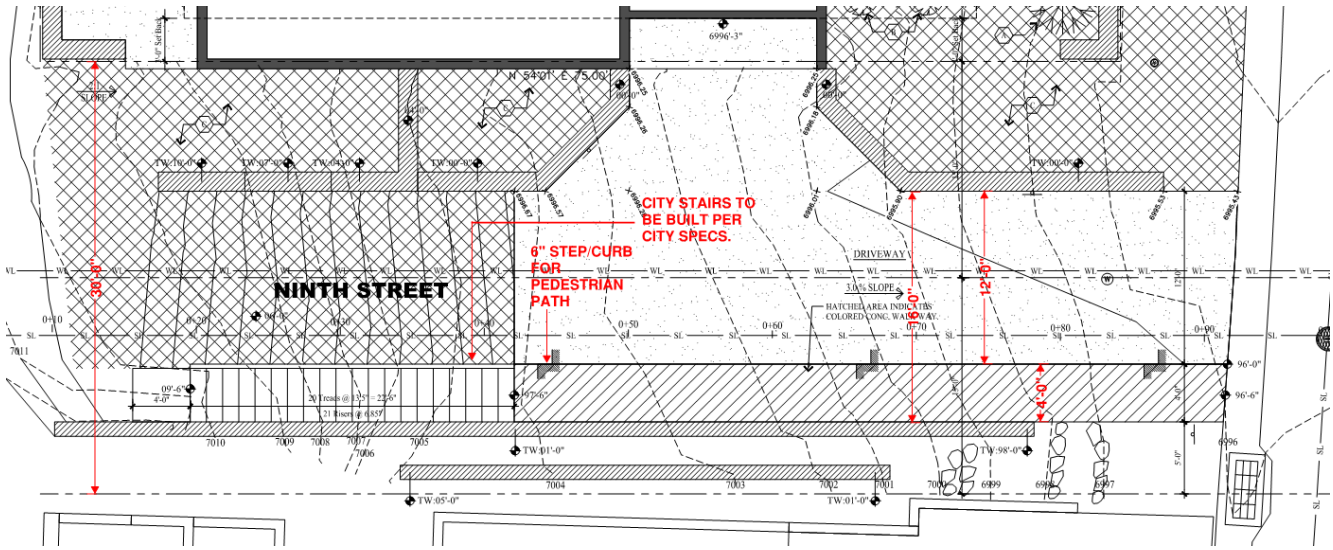


Figure 3: *Updated Renderings of Project Proposal, revised October 29, 2019.*

Background

For the Background, see the September 11, 2019 Planning Commission Staff Report, page 137. At this meeting the item was continued to September 25, 2019 (Staff Report page 3, and Minutes page 2). At the September 25, 2019 meeting, the item was continued to November 13, 2019.

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 new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

The proposal complies with the above goals as the applicant is preserving the Historic fabric of the site as well as creating pedestrian-oriented development by taking a parked car from the street to the garage as well as with the pathway for public use.

If the city were to develop a road along the un-built 9th street in the future, the private driveway would be removed and the driveway access to the garage at 901 Woodside Avenue would be changed to accommodate the street. **Exhibit B** is an example encroachment agreement provided by the Engineering Department.

No parking will be allowed along the driveway. It is solely for the access to the basement-level garage beneath the Historic Structure.

Landmark Historic Sites that are designated as such on the city's Historic Sites Inventory retain a high-level of character defining features that make them "landmark" examples of the historic resources in Park City. The stairs and retaining wall in the front yard as well as the front façade of 901 Woodside Avenue are important historic elements of the Site and Structure. Staff finds the proposed design of the garage on the secondary (side) façade with not alter the Landmark designation.

Analysis

The Conditional Use Permit is subject to the following review criteria in the LMC:

- Per LMC 15-3-5, the proposal is subject to the standards for private driveways within platted, unbuilt city streets.
- Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.

Staff has included the following sections for Analysis:

I. LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets

II. LMC 15-1-10(E) Conditional Use Permit Review Criteria

Section I. LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets

A. The driveway shall not exceed ten percent (10%) Slope.

Complies

The proposed driveway is 3% and does not exceed ten percent (10%) Slope maximum. See Exhibit A for Proposed Plans.

B. Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.
Complies
The proposal allows for adequate snow storage at the downhill (north east), end of the driveway. The driveway and public pedestrian path will be heated.

C. The driveway must be paved with asphalt or concrete.
Complies
The applicant is proposing to construct the driveway and public pedestrian pathway out of concrete. The concrete will be heated.

D. The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking with new Public Parking of equal or better convenience and construction.
Complies
The driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking. The parking proposed for 901 Woodside Avenue will be within the garage underneath the Historic Structure.

E. The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflicts with public utilities and stairs.
Complies
The applicant designed the driveway proposal after discussion with the City Engineer as well as the comments made at previous Planning Commission meetings. The retaining walls for the site grading have been stepped to reduce the mass, and the applicant is constructing the public staircase that will be continued by the City up to Norfolk Avenue. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.

F. The driveway construction requires a Conditional Use permit, Section 15-1-10.
Complies
See Section II. below for review.

G. An encroachment permit for the driveway is required.
Complies as conditioned
The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit. See Condition of Approval #9.

H. Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.
Complies
The Building Permit will be reviewed by the City Engineer prior to issuance.

Staff finds the proposal **complies** with LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets.

Section II. LMC 15-1-10(E) Review

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site
   No Unmitigated Impacts
   The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south-east. This is an existing Historic Single-Family Dwelling. ~~This proposal does not impact the size or location of the site.~~ This proposal does not extend the allowable Building Footprint, Lot size, Building Pad, or Building Envelope.

2. Traffic considerations including capacity of the existing Streets in the Area
   No Unmitigated Impacts
   There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.

3. Utility capacity
   No Unmitigated Impacts
   The current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity. The proposed heated driveway and heated public walkway will be controlled by the utilities at 901 Woodside Avenue.

4. Emergency vehicle access
   No Unmitigated Impacts
   There is no impact to the existing emergency vehicle access.

5. Location and amount of off street parking
   No Unmitigated Impacts
   Per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. However, the benefit of the proposed driveway access is twofold of 1) Preserving the character of the Landmark Historic Structure by not altering the primary façade and 2) it reduces the on-street parking number for Woodside Avenue. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.

6. Internal vehicular and pedestrian circulation system
   Not applicable
   There is no impact to the existing internal and pedestrian circulation system.

7. Fencing, Screening and landscaping to separate the Use from adjoining Uses
   No Unmitigated Impacts
   There is no commercial Use; therefore, no separation between Residential and commercial Uses is required. The separation from the driveway use and pedestrian pathway use is achieved from the landscaped separation at the street/ curb, as well as by providing a varying paved surface for each use. The pedestrian pathway will be

constructed of a colored, heated concrete and the driveway will be constructed of uncolored, heated concrete.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots

No Unmitigated Impacts

The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. No increase in Building Footprint will be achieved through the addition of the subject basement area. The proposed design incorporates stepped site grading in order to reduce the perceived bulk. See Exhibit A for a rendering of the proposal and proposed plans.

9. Usable Open Space

No Unmitigated Impacts

The definition of "Open Space, Landscaped" in the Land Management Code includes "necessary public improvements… and public pedestrian amenities", and does not include Buildings or Structures. There are no proposed Buildings within the unbuilt Right of Way, and the proposed Structures (including the driveway as well as the pedestrian access pathway and staircase) are providing a clear access corridor along the unbuilt Right of Way that currently does not have any build pedestrian access. The definition of "Open Space, Natural" includes "trail linkages… or view corridors." The proposal does not obstruct any view corridors as no Building is proposed that would block the views and provides a trail along the uphill side where the driveway ends.

10. Signs and lighting

No Unmitigated Impacts

The proposal includes a sign noting the pathway is for public access as well as a sign for no parking on the driveway.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

No Unmitigated Impacts

There is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character. The proposed site grading retaining walls have been stepped and will be landscaped to reduce the mass and scale.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site

No Unmitigated Impacts

The construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an

unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas
Not applicable
There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities
Not applicable
This is a Single-Family Dwelling.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site
No Unmitigated Impacts
The proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.
No Unmitigated Impacts
This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives including, but not limited to:
    - *Goal 4: Open Space- Conserve a connected, healthy network of open space for continued access to and respect for Natural Setting.*
        - *The proposed driveway incorporates landscaping and site grading with respect to the Natural Setting as well as a trail path on the uphill side of the proposed driveway. This, along with the pedestrian access corridor consisting of the heated concrete pathway and the staircase will allow for continued access.*
    - *Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.*
        - *The proposal preserves the integrity of the Landmark Historic Site by not altering the main façade of the Structure. The design respects the massing and scale of the Historic Structure and is compatible with the Historic District Design Guidelines.*
    - *Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.*
        - *The integrity of the Historic Site is retained through no impacts to the main (front) elevation with the proposal of the side-entrance garage.*

- *Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.*
    - *The design of the garage addition is consistent with the Historic District Design Guidelines and maintains the context of the site and surrounding neighborhood through maintaining the 12ft driveway curb cut.*

Staff finds the proposal has no unmitigated impacts concerning LMC 15-1-10(E) Conditional Use Permit Review Criteria.

Department Review
This project has gone through an interdepartmental review.

Notice
On July 23, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code.

Legal notice of the continued item was posted on the Utah Public Notice Website and Park Record on August 28, 2019.

Public Input
There have been two members of the public with input on this project. They can be seen as Exhibit D from the previous Planning Commission meeting. The emails were given to the Planning Commissioners at the September 11th meeting.

Alternatives
- The Planning Commission may approve the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue, as conditioned or amended; or
- The Planning Commission may deny Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and request additional information or analysis in order to take action.

Significant Impacts
There are no significant impacts from this application that haven't been addressed. The applicant has worked with city departments to update the design per the concerns with pedestrian accessibility.

Consequences of not taking action on the Suggested Recommendation
The applicant would have to redesign the proposed addition and meet Setback requirements which would alter the Historic Character of the Landmark Site.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the requested application based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. The subject property is located at 901 Woodside Avenue is located in the Historic Residential (HR-1) Zoning District, and is listed as a "Landmark" Historic Site on the City's Historic Sites Inventory (HSI).
2. The applicant is requesting to construct a private driveway within a platted un-built city street. The pedestrian path proposed within the right of way will be constructed of a colored , heated concrete and will be raised with a 6" (six inch) curb.
3. The applicant's proposal is required for the rehabilitation of this Structure and will raise the structure two feet (2') from existing floor level to encompass the new basement.
4. A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.
5. On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction and Disassembly and Reassembly (Panelization) of the Landmark Historic Site.
6. The Conditional Use Permit (CUP) application was deemed complete on April 19, 2019.
7. A revised site plan was submitted on October 16, 2019. See Exhibit A for the revised site plan.
8. On August 14, 2019 the CUP for the setback exception to an existing Historic Structure was approved.
9. The Landmark Historic Structure at 901 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
10. Per LMC 15-2.2-4 the Planning Commission shall review any CUP application in the HR-1 District per the review criteria.
11. Per LMC 3-5, the proposal is subject to the standards for private driveways within platted, unbuilt city streets.
12. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
13. The proposal complies with LMC 3-5(A) as the proposed driveway does not exceed ten percent (10%) Slope.
14. The proposal complies with LMC 3-5(B) as the proposal allows for adequate snow storage at the downhill, end of the driveway. The driveway and public pedestrian path will be heated.
15. The proposal complies with LMC 3-5(C) as the applicant is proposing to construct the driveway and public pedestrian path out of concrete. The concrete will be heated.
16. The proposal complies with LMC 3-5(D) as the driveway does not pre-empt any

existing physical parking and the platted Street has not been improved to provide Public parking. The parking proposed for 901 Woodside Avenue will be within the garage underneath the Historic Structure.

17. The proposal complies with LMC 3-5(E) as the applicant designed the driveway proposal after discussion with the City Engineer as well as the comments made at previous Planning Commission meetings. The retaining walls for the site grading have been stepped to reduce the mass, and the applicant is constructing the public staircase that will be continued by the City up to Norfolk Avenue. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.
18. The proposal complies with LMC 3-5(F) as the applicant has been approved for a Conditional Use Permit.
19. The proposal complies with LMC 3-5(G) as the applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.
20. The proposal complies with LMC 3-5(H) as the Building Permit will be reviewed by the City Engineer prior to issuance.
21. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site, The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling. ~~This proposal does not impact the size or location of the site.~~ This proposal does not extend the allowable Building Footprint, Lot size, Building Pad, or Building Envelope.
22. There are no unmitigated impacts to LMC 15-1-10(E)(2) as there is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
23. There are no unmitigated impacts to 15-1-10(E)(3) as the current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity. The proposed heated driveway and heated public walkway will be controlled by the utilities at 901 Woodside Avenue.
24. There are no unmitigated impacts to LMC 15-1-10(E)(4) as there is no impact to the existing emergency vehicle access.
25. There are no unmitigated impacts to LMC 15-1-10(E)(5) as per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.
26. LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system, is not applicable as there is no impact to the existing internal and pedestrian circulation system.
27. There are no unmitigated impacts to LMC 15-1-10(E)(7) as there is no commercial Use; therefore, no separation between Residential and commercial Uses is required. The separation from the driveway use and pedestrian pathway use is achieved from the landscaped separation at the street/ curb, as well as by providing a varying paved surface for each use. The pedestrian pathway will be constructed of a

colored, heated concrete and the driveway will be constructed of uncolored, heated concrete.

28. There are no unmitigated impacts to LMC 15-1-10(E)(8) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. No increase in Building Footprint will be achieved through the addition of the subject basement area. The proposed design incorporates stepped site grading in order to reduce the perceived bulk.
29. There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space. ~~The proposal does not change the amount of open space to built envelope.~~ The definition of "Open Space, Landscaped" in the Land Management Code includes "necessary public improvements… and public pedestrian amenities", and does not include Buildings or Structures. There are no proposed Buildings within the unbuilt Right of Way, and the proposed Structures (including the driveway as well as the pedestrian access pathway and staircase) are providing a clear access corridor along the unbuilt Right of Way that currently does not have any build pedestrian access. The definition of "Open Space, Natural" includes "trail linkages… or view corridors." The proposal does not obstruct any view corridors as no Building is proposed that would block the views and provides a trail along the uphill side where the driveway ends.
30. ~~LMC 15-1-10(E)(10) signs and lighting, is not applicable as there are no signs or lighting on site.~~ There are no unmitigated impacts to LMC 15-1-10(E)(10) signs and lighting, the proposal includes a sign noting the pathway is for public access as well as a sign for no parking on the driveway.
31. There are no unmitigated impacts to LMC 15-1-10(E)(11) as there is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character. The proposed site grading retaining walls have been stepped and will be landscaped to reduce the mass and scale.
32. There are no unmitigated impacts to LMC 15-1-10(E)(12) as the construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.
33. LMC 15-1-10(E)(13) is not applicable as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
34. LMC 15-1-10(E)(14) is not applicable as this is a Single-Family Dwelling.
35. There are no unmitigated impacts to LMC 15-1-10(E)(15) the proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

36. There are no unmitigated impacts to LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as this proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives including, but not limited to:
    - Goal 4: Open Space- Conserve a connected, healthy network of open space for continued access to and respect for Natural Setting.
        - The proposed driveway incorporates landscaping and site grading with respect to the Natural Setting as well as a trail path on the uphill side of the proposed driveway. This, along with the pedestrian access corridor consisting of the heated concrete pathway and the staircase will allow for continued access.
    - Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.
        - The proposal preserves the integrity of the Landmark Historic Site by not altering the main façade of the Structure. The design respects the massing and scale of the Historic Structure and is compatible with the Historic District Design Guidelines.
    - Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.
        - The integrity of the Historic Site is retained through no impacts to the main (front) elevation with the proposal of the side-entrance garage.
    - Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.
        - The design of the garage addition is consistent with the Historic District Design Guidelines and maintains the context of the site and surrounding neighborhood through maintaining the 12ft driveway curb cut.
37. After working with the Engineering department as well as the Trails and Open Space department, the applicant updated the proposal on September 18, 2019. The proposal is to construct stairs at the top of the 4' (four foot) wide paved path, the city will connect with stairs Norfolk Avenue.
38. On July 31, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published on the Utah Public Notice Website and Park Record on July 27, 2019 according to requirements of the Land Management Code. Legal notice was published on the Utah Public Notice Website and Park Record on August 28, 2019 according to requirements of the Land Management Code.
39. This item was continued from the September 11, 2019 and the September 25, 2019 Planning Commission meeting.
40. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the LMC 15-1-10 and LMC 3-5.
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on November 13, 2020, if a complete building permit submittal has not been applied for, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
5. Modified 13-D fire sprinkler system is required for any new construction/addition.
6. All above grade utility facilities shall be located on the property and properly screened.
7. All Conditions of Approval from the pending Historic Preservation Board Review for Material Deconstruction and Disassembly and Reassembly (Panelization) Action Letter shall apply.
8. All Conditions of Approval from the Action Letter for the pending Historic District Design Review application shall apply.
9. The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.

Exhibits

Exhibit A: Proposed Plans with updated project description
Exhibit B: Example Encroachment Agreement
Exhibit C: HPB August 7, 2019 Staff Report, page 24
Exhibit D: HPB August 7, 2019 Minutes, page 11

Exhibit A

Proposed Plans

October 29, 2019

Park City Municipal Corporation

445 Marsac Avenue

Park City, Utah 84060

Attn: Caitlyn Barhorst, Planning Department

Re: 901 Woodside, Site Plan Revisions

Dear Caitlyn,

As a follow up to our September 19, 2019 letter describing site plan revisions, I am resending the list with revised/added items.

1. The southerly retaining wall at the ROW has been shifted 2' to the south and the retaining wall on the north side of the ROW has been shifted to the property line of 901 Woodside to give more workable dimension for the drive and pedestrian path area to be designed.
2. The driveway has been moved to the north within the ROW to provide room for a new planter area between the south edge of the drive and the north side of the pedestrian walkway.
3. To achieve the proper vehicle tuning radius, the drive will move closer to the south property line of 901 Woodside. This will reduce the perceived yard of 901 expanding beyond the south property line into the ROW as it did on the previous scheme. There will be a small planting area between the edge of the drive and the retaining wall.
4. The pedestrian path along the south side of the driveway is now raised 6" to create a pronounced distinction between the drive and the path.
5. The path will be colored concrete where the drive will be natural concrete.
6. Where the concrete path ends at the west end of the driveway a city stair will be built at 901 Woodside expense, from this point up the slope and will terminate in line, approx., with the rear property line of 901 Woodside.
7. The staff has indicated that the city would continue the stair from this point up to Norfolk Avenue.
8. The slope of the adjacent grade to the stair has been reduced to 3:12
9. A meandering dirt path has been added on the slope adjacent to the stair that will achieve a 4:12 slope

Please let me know if you have any questions.

Sincerely,

Jonathan DeGray - Architect

614 Main Street , Suite 302
P.O. Box 1674 , Park City , Utah 84060 Tel./Fax 435-649-7263
Email: degrayarch@qwestoffice.net Web: www.degrayarchitect.com

REMODEL/ADDITION

HISTORIC DISTRICT DESIGN REVIEW SET

901 WOODSIDE AVENUE

PARK CITY, UTAH 84060

CONSULTANTS

LEGEND

BRICK & STONE
EARTH
CONCRETE
CONCRETE MASONRY UNIT
STEEL (LARGE SCALE)
RIGID INSULATION
ROUGH WOOD
BLOCKING
ALUMINUM (LARGE SCALE)
GRAVEL
FINISHED WOOD
BATT OR BLOWN INSULATION
PLASTER, SAND, GROUT, MORTAR
STEEL (SMALL SCALE)
BITUMINOUS PAVING
PLYWOOD
GYPSUM BOARD

OFFICE 103 — ROOM NAME / ROOM NUMBER
FLOOR, POINT ELEV.
CENTER LINE
ROUND, DIA.
CHANNEL
ANGLE
DETAIL
SECTION CUT, DETAIL
BUILDING SECTION
KEYED NOTES
WINDOW TYPE
DOOR NUMBER
REVISION
INTERIOR WALL ELEV.
WALL TYPE

CODE ANALYSIS

APPLICABLE CODES

2015 IRC	2015 IBC
2015 IPC	2015 IMC
2014 NEC	2015 IFGC
2015 IECC	2015 IFC

OCCUPANCY: R2

CONSTRUCTION TYPE: VB
BUILDING TO BE FIRE SPRINKLED: CONTRACTOR TO PROVIDE APPROVALS PRIOR TO INSTALLATION.

AREA CALCULATIONS (S/F)			
LIVING AREA	EXISTING	NEW	TOTAL
BASEMENT LEVEL	549	164	713
MAIN LEVEL	923	* -7	916
UPPER LEVEL	941	108	1049
LOFT LEVEL	85	225	310
TOTAL	2498	490	2988
GARAGE		302	
DECK AREA			
PATIO AREA			
LOD/DISTURBED AREA			
LOT AREA	1875		
ALLOWABLE FOOTPRINT	844		
PROPOSED FOOTPRINT	1087	* 1080	

* removal of non-compliance portion of house

INDEX TO DRAWINGS

#	SHEET #	SHEET DESCRIPTION
1	Aa	COVER SHEET
		SURVEY/CIVIL
2	1of 1	EXISTING CONDITIONS & TOPOGRAPHY MAP
3	1of 2	NINTH STREET ROW SITE PLAN
4	2of 2	NINTH STREET ROW PLAN AND PROFILE
5	1of 1	VEHICLE TURNING ANALYSIS
		ARCHITECTURAL
6	AB.1	AS-BUILTS FLOOR PLANS, ELEVATIONS AND BUILDING SECTIONS
7	A0.1	ARCHITECTURAL SITE PLAN
8	A0.2	LANDSCAPE SITE PLAN
9	A1.1	BASEMENT LEVEL PLAN, MAIN LEVEL PLAN
10	A1.2	UPPER LEVEL PLAN, LOFT LEVEL & LOW ROOF PLAN
11	A1.3	ROOF PLAN
12	A2.1	ELEVATIONS
13	A3.1	BUILDING SECTIONS
14	A6.1	DOOR, WINDOW AND ROOM SCHEDULES

ABBREVIATIONS

A/C	AIR CONDITIONING	F.D.	FLOOR DRAIN	PR.	PAIR
ACOUST.	ACOUSTICAL	FND	FOUNDATION	R.D.	ROOF DRAIN
ADD.	ADDENDUM	FIN.	FINISH	REG.	REGULAR
ADJ.	ADJUSTABLE	FLR.	FLOOR	R.S.	ROUGH-SAWN
ALLOW.	ALLOWANCE	F.R.	FIRE RATED	RAD.	RADIUS
ALUM.	ALUMINUM	FTG.	FOOTING	REINF.	REINFORCING
APPROX.	APPROXIMATE	G	GAS	REQ'D.	REQUIRED
B.D.	BOARD	G.I.	GALVANIZED IRON	REV.	REVISED
B.U.	BUILT-UP	GA.	GAUGE	RM.	ROOM
B.W.	BOTH WAYS	GALV.	GALVANIZED	R.O.	ROUGH OPENING
BLDG.	BUILDING	GRD.	GRADE	S & R	SHELF AND ROD
BLK.	BLOCK	G.W.B.	GYPSUM WALL BOARD	S.C.	SOLID CORE
BRK.	BRICK	G.L.B.	GLU-LAM BEAM	SCHED.	SCHEDULE
C.I.	CAST IRON	H.B.	HOSE BIBB	SHT.	SHEET
C.J.	CONTROL JOINT	HD.	HEAD	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	H.M.	HOLLOW METAL	SPEC.	SPECIFICATION
CLG.	CEILING	HOR.	HORIZONTAL	STD.	STANDARD
COL.	COLUMN	I.D.	INSIDE DIAMETER	STL.	STEEL
COMP.	COMPACTED/COMPOSITE	INT.	INTERIOR	STRUCT.	STRUCTURAL
CONC.	CONCRETE	IRRIG.	IRRIGATION	SYS.	SYSTEM
CONST.	CONSTRUCTION	INSUL.	INSULATION	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	JB.	JAMB	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	JNT.	JOINT	T.O.	TOP OF
D.F.	DRINKING FOUNTAIN/DOUGLAS FIR	M.R.	MOISTURE RESISTANT	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MANF'R	MANUFACTURER	T.O.W.	TOP OF WALL
DIM.	DIMENSION	MAX.	MAXIMUM	TYP.	TYPICAL
DN.	DOWN	MECH.	MECHANICAL	T.S.	STEEL TUBE COLUMN
DWG.	DRAWING	MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
DTL.	DETAIL	(N)	NEW	VERT.	VERTICAL
EA.	EACH	N.I.C.	NOT IN CONTRACT	V.T.R.	VENT THRU ROOF
E.F.	EXHAUST FAN	N.T.S.	NOT TO SCALE	W.	WATER
E.I.F.S.	EXT. INSUL. FINISH SYSTEM	NO.	NUMBER	WD.	WOOD
E.J.	EXPANSION JOINT	O.C.	ON CENTER	W/	WITH
ELEC.	ELECTRIC/ELECTRICAL	O.D.	OUTSIDE DIAMETER	WP.	WATERPROOF
ELEV.	ELEVATION	OF.D.	OVERFLOW DRAIN	W.R.	WATER RESISTANT
EQ.	EQUAL	OPNG	OPENING	W.H.	WATER HEATER
E.T.	EXPANSION TANK	PLYWD.	PLYWOOD	W.S.	WATER SOFTNER
EXIST. (E)	EXISTING	PNT.	PAINT	W.W.F.	WELDED WIRE FABRIC
EXT.	EXTERIOR	PNTD.	PAINTED	W.W.M.	WOVEN WIRE MESH

GENERAL NOTES

1. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.

2. THESE SHEETS - LISTED BY DRAWING INDEX , ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.

3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.

6. ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.

7. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.

8. BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.

9. ALL 2/5 lb. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.

10. ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 105.6.11

11. TOWER CRANES REQUIRE A SEPARATE PERMIT. CONTACT BUILDING DEPARTMENT FOR REQUIREMENTS.

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-649-7833, E-mail: degrayjon@qwestoffice.net

PROJECT DESCRIPTION:
REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

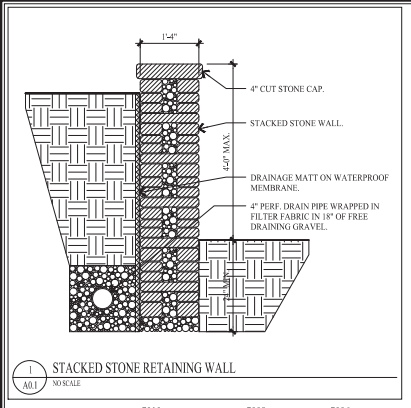
SHEET DESCRIPTION:
COVER SHEET

REVISIONS:
1 AUGUST 02, 2019 HDDR Review Comments
2 SEPT. 17, 2019 HDDR Review Comments

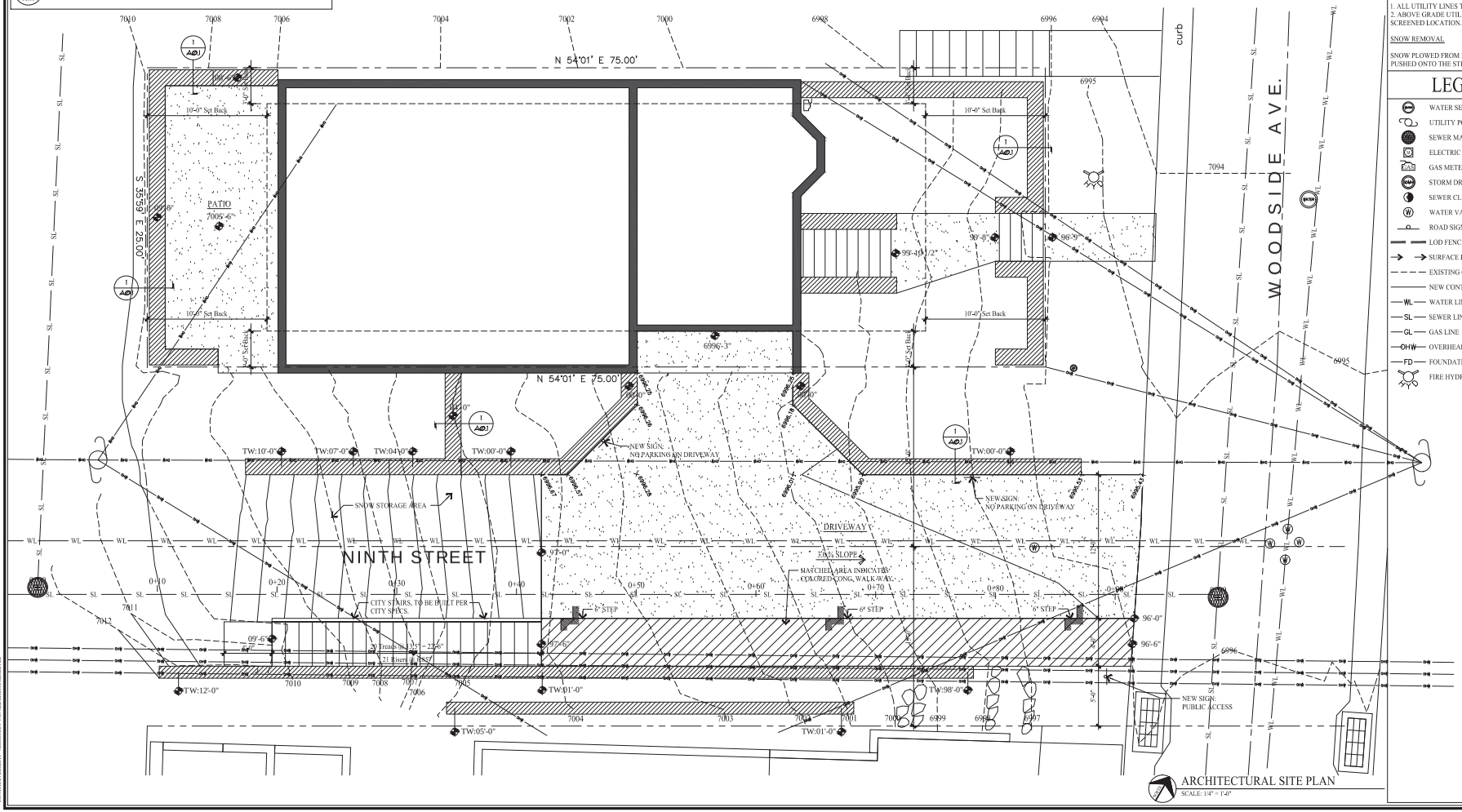
DATE: APRIL 10, 2019

PROJECT NUMBER: 1812-02

SHEET NUMBER: Aa



1 / A0.1 STACKED STONE RETAINING WALL
NO SCALE



ARCHITECTURAL SITE PLAN
SCALE: 1/4" = 1'-0"

GENERAL NOTES

SITE PLAN NOTES:

1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET. -IRC R401.3

STABILIZATION CONSTRUCTION ENTRANCE

FOR A MINIMUM OF 50' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1"-2" AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR SEDIMENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIED AT ONCE.

GRADING NOTES

1. DRAINAGE TO COMPLY WITH IRC CHAPTER 4
2. MAXIMUM ALTERED SLOPES AT 2:1.
3. MINIMUM SLOPE FOR DRAINAGE = 2%.
4. DRAIN AWAY FROM BUILDING
5. CONTAIN DRAINAGE ON PROPERTY.
6. BOULDER RETAINING WALLS NOT TO EXCEED 4'-0" EXPOSED HEIGHT.
7. EXCAVATION NOT TO EXCEED 2:1 SLOPE WITH OUT A SOILS REPORT.

UTILITY NOTES

1. ALL UTILITY LINES TO BE UNDERGROUND.
2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION.

SNOW REMOVAL

SNOW PLOWED FROM DRIVE SHALL NOT BE PUSHED ONTO THE STREET.

LEGEND

- WATER SERVICE LID
- UTILITY POLE
- SEWER MANHOLE
- ELECTRIC METER BOX
- GAS METER
- STORM DRAIN MANHOLE
- SEWER CLEAN OUT
- WATER VALVE
- ROAD SIGNAGE
- LOD FENCE
- SURFACE DRAINAGE FLOW
- EXISTING CONTOUR LINE
- NEW CONTOUR LINE
- WL — WATER LINE
- SL — SEWER LINE
- GL — GAS LINE
- OHW — OVERHEAD UTILITY LINE
- FD — FOUNDATION DRAIN LINE
- FIRE HYDRANT

Jonathan DeGray
A r c h i t e c t
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-2833, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
ARCHITECTURAL SITE PLAN

REVISIONS:
1 AUGUST 02, 2019 HDDR Review Comments
2 SEPT. 17, 2019 HDDR Review Comments

DATE: APRIL 10, 2019
PROJECT NUMBER: 1812-02
SHEET NUMBER: A0.1

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JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

PLANTING NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTORS RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMAN'S STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
5. CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
6. IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
7. NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
8. SHRUB BEDS SHALL RECEIVE 6" OF TOPSOIL.
9. ALL SHRUB BEDS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
10. SHRUB BED EDGING SHALL BE PRESSURE TREATED WOOD OR "TREX" EDGING. IT SHALL SEPARATE ALL SHRUB BEDS/ NATIVE GRASS LOCATIONS.
11. ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
12. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF OF PLANTING AND PROPERLY DISCARDED.
13. NO BARE ROOT STOCK SHALL BE USED.

PLANT SCHEDULE

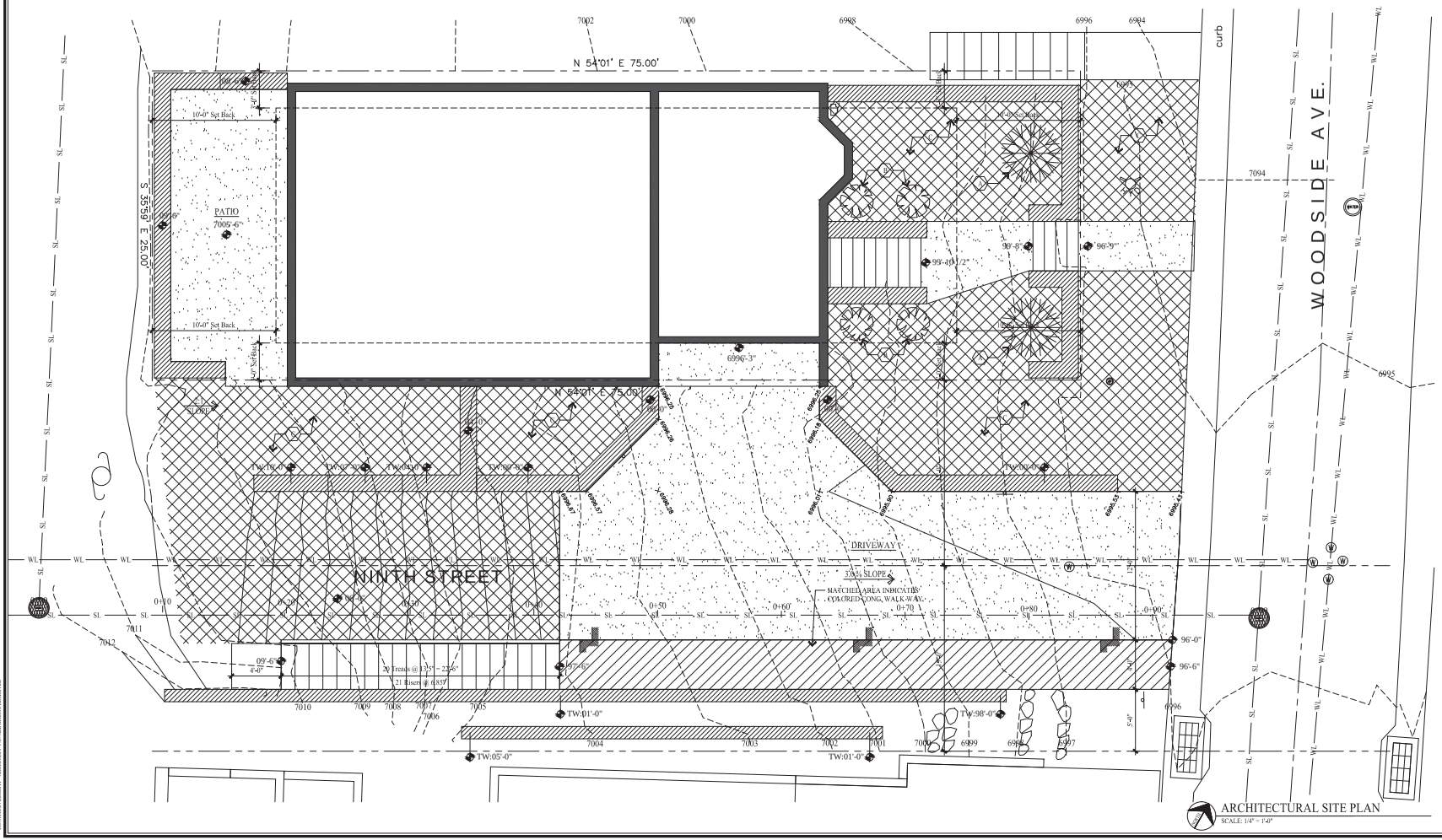
SYMBOL	KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
				CONIFEROUS TREES			
			Colorado Blue Spruce	Picea pungens	6'-8'	15'	
				DECIDUOUS TREES			
	A	2	Rocky Mtn. Maple	Acer Glabrum	3" Dia.	3'-8'	
				SHRUBS			
	B	4	Red twig dogwood	Cornus sericea "bailey1"	5 Gal.		Spacing as noted on plan
			Mountain Sage	Artemesia Tridentata Vaseyana	5 Gal.		Spacing as noted on plan
				GROUND COVER and HYDROSEEDING			
	C	1415 S/F	Native Grass Seed Mix		1 lb/1500	Hydroseed	See seed mix below

NATIVE GRASS SEED MIX

The seed mix shall be utilized in areas specified for native grasses. This mixture shall be applied at a sufficient rate so that germination and subsequent coverage reaches 80% in a representative 10'x10' area. If coverage does not reach 80% reseeding must occur. Apply at a rate of 80 lbs./ acre on the following percentages:

20% Crested Wheatgrass, 10% Streambank Wheatgrass, 20% Pubescent Wheatgrass, 15% Perennial Ryegrass, 15% Mountain Bromegrass, 10% Indian Ryegrass, 10% Alpine Bluegrass.

* In addition, add 10 lbs./ acre each of Linum lewisii and Penstemon Eatonii with native grass seed mixture.



ARCHITECTURAL SITE PLAN
SCALE: 1/4" = 1'-0"

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
LANDSCAPE PLAN

REVISIONS:
1 SEPT. 17, 2019
HDDR Review Comments

DATE: APRIL 10, 2019

PROJECT NUMBER: 1812-02

SHEET NUMBER: A0.2

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JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

Jonathan DeGray
Architect
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
901 WOODSIDE RESIDENCE
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
STREET LEVEL IMAGES

REVISIONS:

DATE:

PROJECT NUMBER:

SHEET NUMBER:
AI-005

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR RELEASE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

Exhibit B

Example Encroachment

Agreement

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENCROACHMENT PERMIT

_____ (*street address*)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and _____(*Owner(s*)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at _____ (*street address*), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain _____ within the City right-of-way of _____ (*street name*).

1. This encroachment agreement shall be appurtenant to the following described property:
_____/_____/_____
Parcel # *Lot#* *Subdivision*
Office Use: Verify Ownership through Summit County Tax Records

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the street right-of-way shall consist of _____. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 ½ "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to _____ (*street name*) at this location and widen the streets to full width of the right-of-way and City property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

PARK CITY MUNICIPAL CORPORATION

DATED this _____ day of_____, 20___

_____
Engineer

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

On the ____ day of _____, 20_____, _____personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

_____
Notary Public

PROPERTY OWNER

_____ _____
***Owner's Signature** Owner's Name (Printed)

_____ _____
Mailing Address email address or phone number

***If doing business as an LLC proof must be provided that the signatory can sign for the LLC.**

STATE OF UTAH)
ss
COUNTY OF SUMMIT)

On the ____ day of _____, 20___, _____personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

_____
Notary Public

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Little Maggie Subdivision at 57 and 59 Prospect Avenue**
Author: **Caitlyn Barhorst, Historic Preservation Planner**
Project Number: **PL-19-04338**
Date: **November 13, 2019**
Type of Item: **Legislative – Minor Subdivision**

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the Little Maggie Subdivision located at 57 and 59 Prospect Avenue 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:	Kim Marks, represented by Marshall King, Alliance Engineering
Location:	57 and 59 Prospect Avenue
Zoning:	Historic ReSidential-1 (HR-1)
Adjacent Land Uses:	Residential
Reason for Review:	Subdivision Plats require Planning Commission review and City Council review and action.

Proposal

The proposed subdivision seeks to subdivide the existing three (3) metes and bounds Parcels (also known as Parcels 1, 2, and 3, including 6,811 square feet) into two (2) Lots of record. There are two Historic Sites located at 57 Prospect Avenue and 59 Prospect Avenue, both designated as Landmark on the City's Historic Sites Inventory (HSI). Proposed Lot 1 is 57 Prospect Avenue (identified by Summit County as PC-226) and Lot 2 is 59 Prospect Avenue (identified by Summit County as PC-227). Parcel PC-S-46-B-3 is proposed to become part of Lot 2, 59 Prospect Avenue.

Background

Neither property has had a previous land use application. The properties have existed as metes and bounds Parcels and there have been minimal building permits only consisting of routine maintenance and repairs.

On September 25, 2019 the Planning Department received an application to subdivide the three (3) metes and bounds Parcels into two (2) Lots of record for the properties located at 57 and 59 Prospect Avenue. The application was deemed complete on October 8, 2019.

Purpose

The purpose of the 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 new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The proposed Subdivision seeks to subdivide the existing three (3) metes and bounds Parcels into two (2) Lots of record. The Applicant proposes to make improvements to 59 Prospect Avenue (Lot 2) at a future date.

The following are the lot and site requirements of LMC for the HR-1.

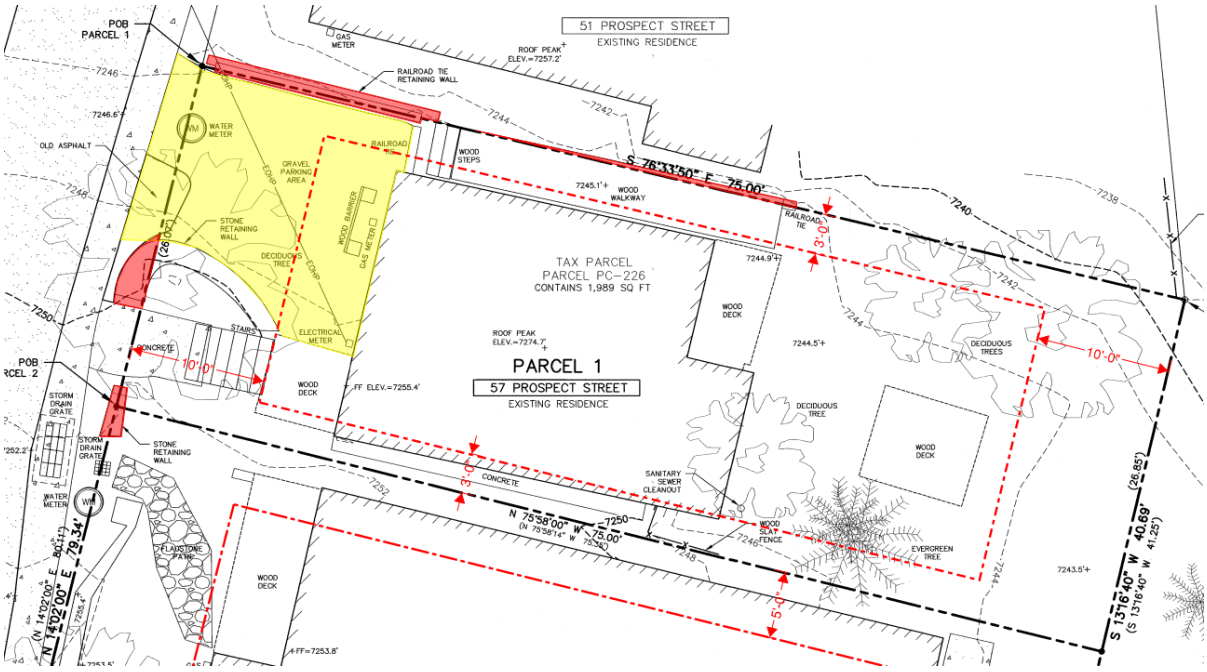
	Proposed Lot LMC Requirements:			Existing Conditions Comments:
	Lot 1	Lot 2		
Front/Rear Setbacks by Use – feet (ft.)	10’ Allowed	10’ Allowed		Lot 1: 16’ Front and 30’ Rear ***complies, existing Historic Structure*** Lot 2: 11’-6” Front (existing bay window projects 2’-2” into Front Setback and is 6’-10” wide) and 11’-6” Rear ***complies, existing Historic Structure***
Side Setbacks– feet (ft.)	3’ Allowed	5’ Allowed with 14’ total combined		Lot 1: 4’ (north) and 1’-9” (south) ***complies, existing Historic Structure*** Lot 2: 1’-10” (north) and 25’-6” (south) ***complies, existing Historic Structure***
Minimum Lot Width	25’	25’		Lot 1: 26’-3” ***complies*** Lot 2: 54’-1” ***complies***
Lot Size (Sq. Ft.)	1,989 sq ft	4,822 sq ft		Minimum lot size is 1,875 sq ft ***all lots comply***

Maximum Building Footprint (Sq. Ft.)	889.3 sq ft	1,838.7 sq ft		Lot 1: 545 sq ft (approximately) Lot 2: 1,298 sq ft (approximately) Any future development will have to abide.
Maximum Height	27’	27’		Lot 1: (single story) ***complies, existing Historic Structure*** Lot 2: (two-story) ***complies, existing Historic Structure***

1. *Per LMC 15-2.2-4, Existing Historic Structures that do not comply with Building Setbacks, Off-Street parking, Building Height, Building Footprint, and driveway location standards are Valid Non-Complying Structures.*

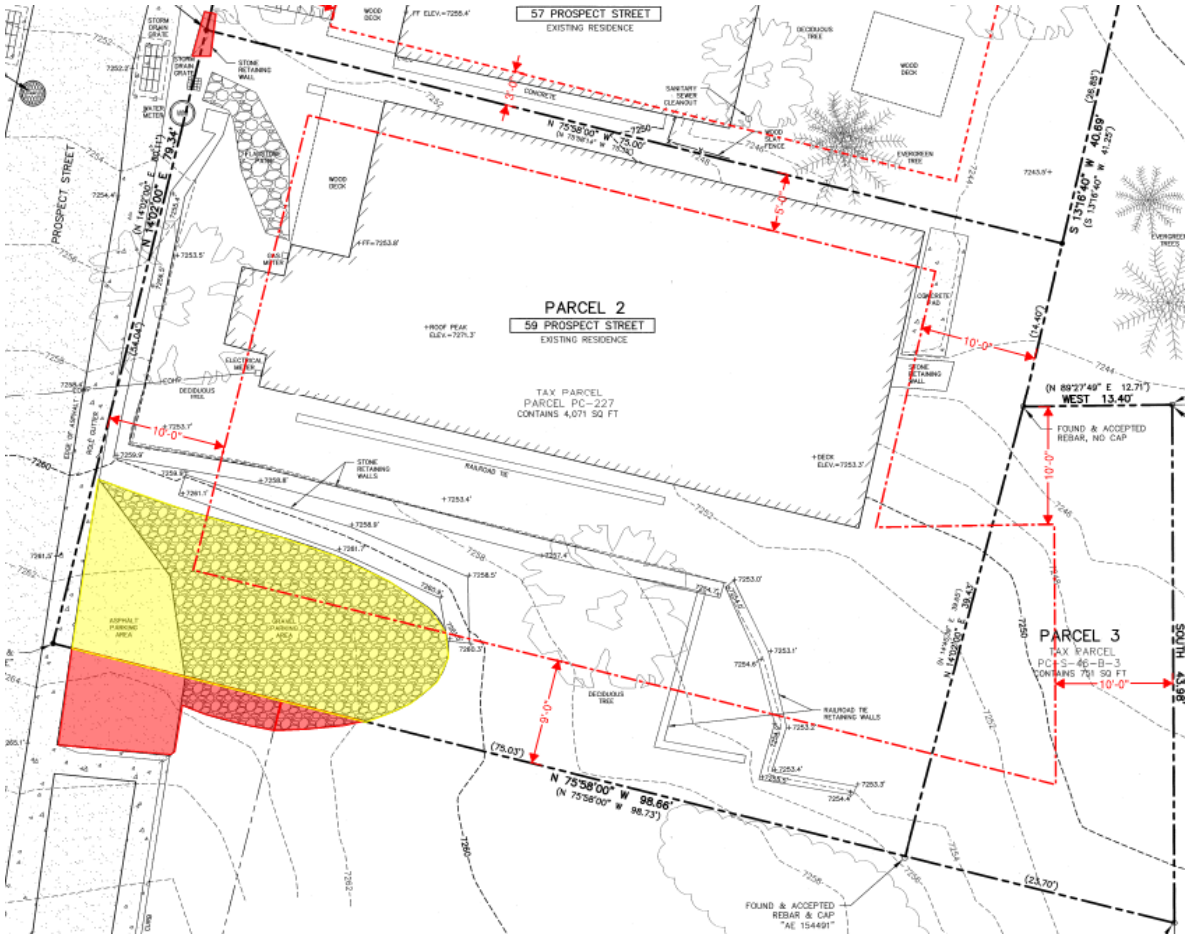
There are several existing encroachments. On proposed Lot 1, there is a gravel parking area in the Front Setback (highlighted in yellow). Per LMC 15-3-3(B) Parking Areas and driveways must be Hard-Surfaced. The stone retaining wall in the Front Setback encroaches into the City Right-of-Way. On the north, there are railroad tie retaining walls and a wood walkway that encroach into the neighboring property of 51 Prospect Avenue. The south Side of the Historic Structure encroaches into the Side Setback, as well as the wood deck off the Front entrance that is more than 30” above grade. On the Front corner of proposed Lot 1 and Lot 2 there is a stone retaining wall that crosses over property lines and encroaches into the City Right-of-Way.

Figure 1: *Existing encroachments in red and gravel parking area in yellow*



On proposed Lot 2, there is an asphalt and gravel parking area that encroaches into the south property line into City Right-of-Way. The gravel parking area also encroaches into the property to the south. The stone retaining wall that borders the west (Front) property line and south (Side) of the Historic Structure are taller than 4’ height in the Front Setback.

Figure 2: *Existing encroachments in red and gravel parking area in yellow*



Conditions of Approval:

> *#3 The existing gravel parking area at 57 Prospect Avenue shall be removed prior to recordation of this Subdivision Plat.*
>
> *#4 The applicant shall resolve the existing retaining wall encroachment within the Front Setback at 57 Prospect Avenue prior to recordation of this Subdivision Plat by removing the retaining walls, relocating them within property lines or by entering into an encroachment agreement with the City.*
>
> *#5 The encroachment of the existing railroad tie retaining walls and wood walkway must be resolved with the neighboring property at 51 Prospect Avenue*

as the retaining walls and wood walkway encroach over the north property line into their property. The encroachment shall be resolved by removing the retaining walls and wood walkway, relocating them within property lines, or by entering in to an encroachment agreement with the affected property owner(s).

#6 The existing asphalt and gravel parking areas at 59 Prospect Avenue encroach into the Right-of-Way and encroach to the south into the Prospect Heights Subdivision. The applicant shall remove these parking areas.

#7 Per LMC § 15-3-3(B) Parking Areas and driveways must be Hard-Surfaced, impervious, maintained in good condition, and clear of obstructions at all times. All gravel parking areas shall be removed prior to recordation of this Subdivision Plat.

#8 Per LMC § 15-4-2(A) Fences and retaining walls within any Front Setback shall not exceed four feet (4') from final grade. If the existing retaining walls are removed or improved, the height may exceed four feet (4') from final grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit.

Staff finds that the Subdivision Plat, as conditioned, to subdivide the three (3) metes and bounds Parcels into two (2) Lots of record, will not cause undo harm to adjacent property owners because the proposed plat meets the requirements of the Land Management Code for the HR-1 zoned portions and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements in effect at the time of application for building permits.

Good Cause

Staff finds good cause for this Subdivision Plat as the existing encroachments will be resolved. The subdivision will also be creating two (2) Lots of record from the existing metes and bounds Parcels. This subdivision will allow future development and improvements to the two Historic Sites.

Process

The approval of this Subdivision Plat application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 26, 2019, according to requirements of the Land Management Code.

Public Input
No public input has been received by the time of this report.

Alternatives
- The Planning Commission may forward positive recommendation to the City Council for the Little Maggie Subdivision, located at 57 and 59 Prospect Avenue, as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Little Maggie Subdivision, located at 57 and 59 Prospect Avenue, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Little Maggie Subdivision, located at 57 and 59 Prospect Avenue, for additional information to address comments raised at the meeting.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action
Consequences of not taking the Planning Department's recommendation are that the encroachments would not be resolved and the site would continue to be three metes and bounds Parcels. No future development or improvements to the site could be completed.

Summary Recommendation
Staff recommends the Planning Commission hold a public hearing for the Little Maggie Subdivision located at 57 and 59 Prospect Avenue 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 (Attachment 1)
Exhibit B – Survey
Exhibit C – Aerial Photographs and Site Photographs
Exhibit D – Applicant's Project Description

Exhibit A

Ordinance No. 19-XX

AN ORDINANCE APPROVING THE LITTLE MAGGIE SUBDIVISION LOCATED AT 57 AND 59 PROSPECT AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the properties located at 57 and 59 Prospect Avenue has petitioned the City Council for approval of the Subdivision Plat; and

WHEREAS, on October 26, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 30, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on the Subdivision Plat; and

WHEREAS, the Planning Commission, on November 13, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 5, 2019, the City Council held a public hearing to receive input on the Subdivision Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Little Maggie Subdivision located at 57 and 59 Prospect Avenue.

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

SECTION 1. APPROVAL. The Little Maggie Subdivision, 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 subject property is located at 57 and 59 Prospect Avenue.
2. The Subdivision Plat application is a request to turn three (3) metes and bounds Parcels into two (2) Lots of record.
3. The property is in the Historic ReSidential (HR-1) District.
4. 57 and 59 Prospect Avenue are both individually listed as “Landmark” on the City’s Historic Sites Inventory.
5. 57 Prospect Avenue (Parcel 1, PC-226) contains 1,989 square feet.
6. 59 Prospect Avenue (Parcel 2, PC-227) contains 4,071 square feet.

7. Parcel 3 (PC-S-46-B-3) contains 751 square feet.
8. The proposed Subdivision Plat combines the property into two (2) Lots: Lot 1 which includes Parcel 1 (57 Prospect Avenue) contains 1,989 square feet. Lot 2 which combines Parcel 2 (59 Prospect Avenue) and Parcel 3 contains 4,822 square feet.
9. The minimum Lot area for a single-family dwelling is 1,875 square feet in the HR-1 zone. The proposed Lots meet the minimum lot area for single-family dwellings.
10. A single-family dwelling is an allowed use in the District.
11. The minimum width of a Lot is 25 feet measured 15 feet back from the Front Lot Line. Lot 1 is 26'-3" and Lot 2 is 54'-1".The proposed Lot widths meet the minimum width.
12. LMC § 15-2.2-4 states historic structures that do not comply with building Setbacks are valid complying structures.
13. The minimum Front/Rear Setbacks are 10 feet (10'); the minimum total Front plus Rear Setbacks are twenty feet (20'). Lot 1 (57 Prospect Avenue) of the proposed Subdivision Plat has a Front Setback of 16 feet and a Rear Setback of 30 feet. Lot 2 (59 Prospect Avenue) has a Front Setback of 11'-6" (with a 6'-10" wide bay window projecting 2'-2" into the Setback) and a Rear Setback of 11'-6".
14. The minimum Side Setback for proposed Lot 1 is 3 feet for a total of 6 feet.
15. The minimum Side Setback for proposed Lot 2 is 5 feet for a total of 14 feet.
16. On proposed Lot 1, there is a gravel parking area in the Front Setback. The stone retaining wall in the Front Setback encroaches into the City Right-of-Way. On the north, there are railroad tie retaining walls and a wood walkway that encroach into the neighboring property of 51 Prospect Avenue. The south Side of the Historic Structure encroaches into the Side Setback, as well as the wood deck off the Front entrance that is more than 30" above grade.
17. On the Front corner of proposed Lot 1 and Lot 2 there is a stone retaining wall that crosses over property lines and encroaches into the City Right-of-Way.
18. On proposed Lot 2, there is an asphalt and gravel parking area that encroaches into the south property line into the City Right-of-Way. The gravel parking area also encroaches into the property to the south. The stone retaining wall that borders the west (Front) property line and south (Side) of the Historic Structure are taller than 4' height in the Front Setback.
19. All gravel parking areas do not comply with LMC § 15-3-3(B) as they are not hard surfaced.
20. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Subdivision Plat.
2. The Plat Amendment is consistent with the Park City Land Management Code 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 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 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 (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The existing gravel parking area at 57 Prospect Avenue shall be removed prior to recordation of this Subdivision Plat.
4. The applicant shall resolve the existing retaining wall encroachment within the Front Setback at 57 Prospect Avenue prior to recordation of this Subdivision Plat by removing the retaining walls, relocating them within property lines or by entering into an encroachment agreement with the City.
5. The encroachment of the existing railroad tie retaining walls and wood walkway must be resolved with the neighboring property at 51 Prospect Avenue as the retaining walls and wood walkway encroach over the north property line into their property. The encroachment shall be resolved by removing the retaining walls and wood walkway, relocating them within property lines, or by entering in to an encroachment agreement with the affected property owner(s).
6. The existing asphalt and gravel parking areas at 59 Prospect Avenue encroach into the Right-of-Way and encroach to the south into the Prospect Heights Subdivision. The applicant shall remove these parking areas.
7. Per LMC § 15-3-3(B) Parking Areas and driveways must be Hard-Surfaced, impervious, maintained in good condition, and clear of obstructions at all times. All gravel parking areas shall be removed prior to recordation of this Subdivision Plat.
8. Per LMC § 15-4-2(A) Fences and retaining walls within any Front Setback shall not exceed four feet (4') from final grade. If the existing retaining walls are removed or improved, the height may exceed four feet (4') from final grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of December, 2019.

PARK CITY MUNICIPAL CORPORATION

_____

Andy Beerman, MAYOR

ATTEST:

_____
City Recorder

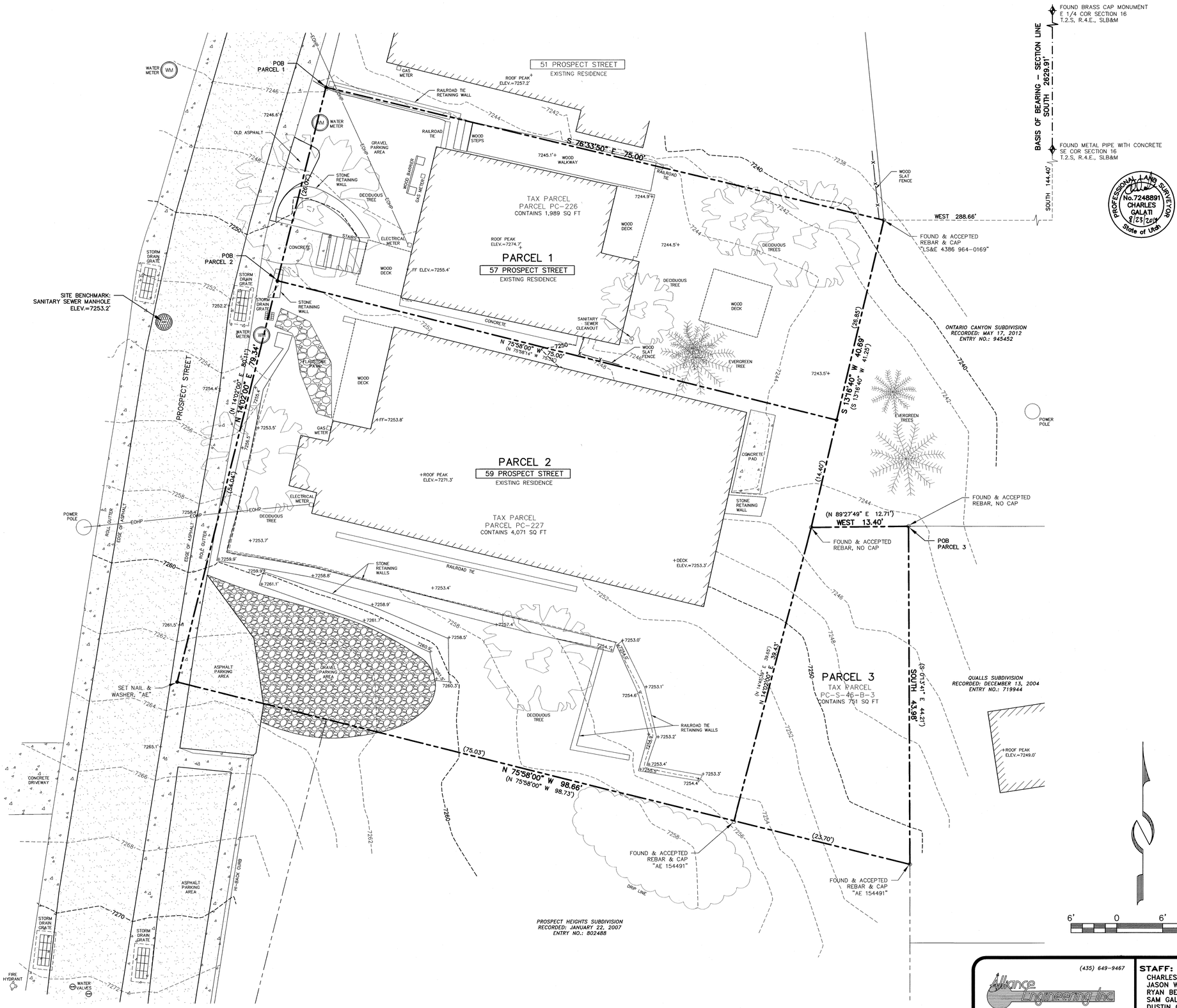
APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

57 & 59 PROSPECT STREET SURVEY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN RECORD OF SURVEY–SUMMIT COUNTY, 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.

PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
8/23/2019
State of Utah

LEGAL DESCRIPTION

PARCEL 1

BEGINNING at a point South 89°57' West along the section line 330.00 feet and South 14°02' West 131.30 feet from the northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 76°33'50" East 75.00 feet; thence South 14°02' West 26.48 feet; thence North 75°58' West 75.00 feet; thence North 14°02' East 25.70 feet to the point of BEGINNING.

(TAX PARCEL PC–226)

PARCEL 2

Beginning at a point South 89°57' West along the Section Line 330.00 feet and South 14°02' West 157.00 feet from the Northeast Corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 75°58' East 75.00 feet; thence South 14°02' West 53.64 feet; thence North 75°58' West 75.00 feet; thence North 14°02' East 53.64 feet to the point of beginning.

(TAX PARCEL PC–227)

PARCEL 3

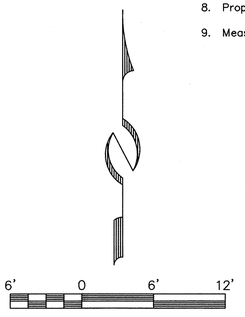
A parcel of land situated in the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northwest corner of Lot 2, Qualls Subdivision, which point is South 184.57 feet and West 285.36 feet of the southeast corner of Section 16, Township 2 South, Range 4 East, thence West 13.40 feet more or less to a point on the east line of that certain parcel described in a Warranty Deed recorded September 28, 1976, as Entry No. 133700, in Book 84, at Page 554; thence along said east line, South 14°02'00" West 39.43 more or less to the north line of Lot 2 Prospect Heights Subdivision; thence along said north line, South 75°58'00" East 23.66 feet more or less to the west line of Qualls Subdivision; thence North along said west line, 43.98 feet more or less to the point of beginning.

(TAX PARCEL PC–S–46–B–3)

NARRATIVE

1. Basis of Bearing for this survey is between the found section monuments as shown on this plat.
2. Field work for this survey was completed July 31, 2019, and is in compliance with generally accepted industry standards for accuracy.
3. The purpose of this survey was to perform an Existing Conditions and Topography survey for the possibility of future improvements to the property.
4. A Title Report was not provided to the surveyor and no easements or setbacks were located as part of this survey. This 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, Prospect Heights Subdivision Plat, Qualls Subdivision Plat, Ontario Canyon Subdivision Plat (all aforementioned documents on file and of record in the Summit County Recorder's Office), and physical evidence found in the field were used to determine the boundary as shown on this plat.
6. Site Benchmark: Sanitary Sewer Manhole, Elevation=7253.2' as shown.
7. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
8. Property corners were set or found as shown.
9. Measured bearings and distances, when different from record, are shown in parenthesis ( ).



LEGEND

- ● Set 5/8" rebar w/cap "ALLIANCE ENGINEERING" (Unless noted otherwise)
- ○ Found Monument (As–Noted)
- ◆ Found Section monument (As–Noted)

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

STAFF:
CHARLES GALATI
JASON WYNNE
RYAN BETZ
SAM GALATI
DUSTIN CARRISH

DATE: 8/23/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
57 & 59 PROSPECT STREET
PARCELS PC–226, PC–227 & PC–S–46–B–3

FOR: KIM MARKS
JOB NO.: 4–6–19
FILE: X:\ParkCitySurvey\dwg\srv\srvy2019\040619–57 & 59 Prospect St\0406 9–ros.dwg

SHEET 1 **OF** 1

Exhibit A

Ordinance No. 19-XX

AN ORDINANCE APPROVING THE LITTLE MAGGIE SUBDIVISION LOCATED AT 57 AND 59 PROSPECT AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the properties located at 57 and 59 Prospect Avenue has petitioned the City Council for approval of the Subdivision Plat; and

WHEREAS, on October 26, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 30, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on the Subdivision Plat; and

WHEREAS, the Planning Commission, on November 13, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on December 5, 2019, the City Council held a public hearing to receive input on the Subdivision Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Little Maggie Subdivision located at 57 and 59 Prospect Avenue.

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

SECTION 1. APPROVAL. The Little Maggie Subdivision, 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 subject property is located at 57 and 59 Prospect Avenue.
2. The Subdivision Plat application is a request to turn three (3) metes and bounds Parcels into two (2) Lots of record.
3. The property is in the Historic ReSidential (HR-1) District.
4. 57 and 59 Prospect Avenue are both individually listed as “Landmark” on the City’s Historic Sites Inventory.
5. 57 Prospect Avenue (Parcel 1, PC-226) contains 1,989 square feet.
6. 59 Prospect Avenue (Parcel 2, PC-227) contains 4,071 square feet.

7. Parcel 3 (PC-S-46-B-3) contains 751 square feet.
8. The proposed Subdivision Plat combines the property into two (2) Lots: Lot 1 which includes Parcel 1 (57 Prospect Avenue) contains 1,989 square feet. Lot 2 which combines Parcel 2 (59 Prospect Avenue) and Parcel 3 contains 4,822 square feet.
9. The minimum Lot area for a single-family dwelling is 1,875 square feet in the HR-1 zone. The proposed Lots meet the minimum lot area for single-family dwellings.
10. A single-family dwelling is an allowed use in the District.
11. The minimum width of a Lot is 25 feet measured 15 feet back from the Front Lot Line. Lot 1 is 26'-3" and Lot 2 is 54'-1".The proposed Lot widths meet the minimum width.
12. LMC § 15-2.2-4 states historic structures that do not comply with building Setbacks are valid complying structures.
13. The minimum Front/Rear Setbacks are 10 feet (10'); the minimum total Front plus Rear Setbacks are twenty feet (20'). Lot 1 (57 Prospect Avenue) of the proposed Subdivision Plat has a Front Setback of 16 feet and a Rear Setback of 30 feet. Lot 2 (59 Prospect Avenue) has a Front Setback of 11'-6" (with a 6'-10" wide bay window projecting 2'-2" into the Setback) and a Rear Setback of 11'-6".
14. The minimum Side Setback for proposed Lot 1 is 3 feet for a total of 6 feet.
15. The minimum Side Setback for proposed Lot 2 is 5 feet for a total of 14 feet.
16. On proposed Lot 1, there is a gravel parking area in the Front Setback. The stone retaining wall in the Front Setback encroaches into the City Right-of-Way. On the north, there are railroad tie retaining walls and a wood walkway that encroach into the neighboring property of 51 Prospect Avenue. The south Side of the Historic Structure encroaches into the Side Setback, as well as the wood deck off the Front entrance that is more than 30" above grade.
17. On the Front corner of proposed Lot 1 and Lot 2 there is a stone retaining wall that crosses over property lines and encroaches into the City Right-of-Way.
18. On proposed Lot 2, there is an asphalt and gravel parking area that encroaches into the south property line into the City Right-of-Way. The gravel parking area also encroaches into the property to the south. The stone retaining wall that borders the west (Front) property line and south (Side) of the Historic Structure are taller than 4' height in the Front Setback.
19. All gravel parking areas do not comply with LMC § 15-3-3(B) as they are not hard surfaced.
20. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. There is good cause for this Subdivision Plat.
2. The Plat Amendment is consistent with the Park City Land Management Code 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 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 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 (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The existing gravel parking area at 57 Prospect Avenue shall be removed prior to recordation of this Subdivision Plat.
4. The applicant shall resolve the existing retaining wall encroachment within the Front Setback at 57 Prospect Avenue prior to recordation of this Subdivision Plat by removing the retaining walls, relocating them within property lines or by entering into an encroachment agreement with the City.
5. The encroachment of the existing railroad tie retaining walls and wood walkway must be resolved with the neighboring property at 51 Prospect Avenue as the retaining walls and wood walkway encroach over the north property line into their property. The encroachment shall be resolved by removing the retaining walls and wood walkway, relocating them within property lines, or by entering in to an encroachment agreement with the affected property owner(s).
6. The existing asphalt and gravel parking areas at 59 Prospect Avenue encroach into the Right-of-Way and encroach to the south into the Prospect Heights Subdivision. The applicant shall remove these parking areas.
7. Per LMC § 15-3-3(B) Parking Areas and driveways must be Hard-Surfaced, impervious, maintained in good condition, and clear of obstructions at all times. All gravel parking areas shall be removed prior to recordation of this Subdivision Plat.
8. Per LMC § 15-4-2(A) Fences and retaining walls within any Front Setback shall not exceed four feet (4') from final grade. If the existing retaining walls are removed or improved, the height may exceed four feet (4') from final grade, subject to approval by the Planning Director and City Engineer, and may exceed six feet (6') in height subject to approval of an Administrative Conditional Use permit.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of December, 2019.

PARK CITY MUNICIPAL CORPORATION

_____

Andy Beerman, MAYOR

ATTEST:

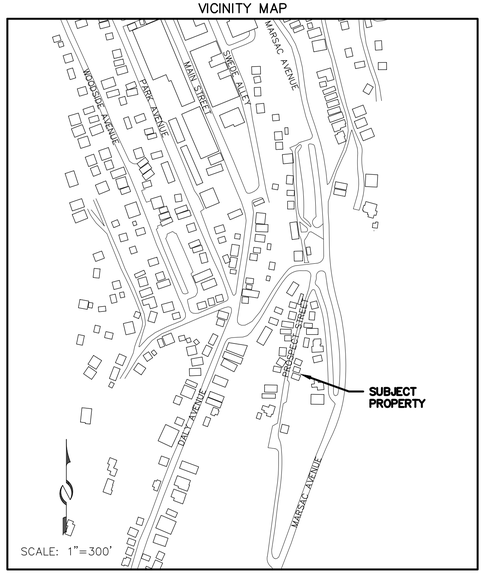
_____
City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

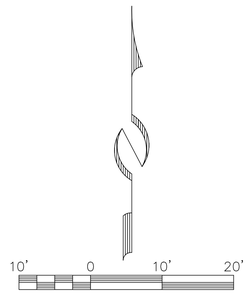
Attachment 1 – Proposed Plat

VICINITY MAP



NOTES

1. This subdivision plat is subject to the Conditions of Approval in Ordinance 2020-_____.
2. See Record of Survey S-_____ in the Office of the Recorder, Summit County, Utah.
3. Measured bearings and distances, when different from record, are shown in parenthesis ( ).



PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
State of Utah

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LITTLE MAGGIE SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL 1

Beginning at a point South 89°57' West along the section line 330.00 feet and South 14°02' West 131.30 feet from the northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 76°33'50" East 75.00 feet; thence South 14°02' West 26.48 feet; thence North 75°58' West 75.00 feet; thence North 14°02' East 25.70 feet to the point of Beginning.

PARCEL 2

Beginning at a point South 89°57' West along the section sine 330.00 feet and South 14°02' West 157.00 feet from the northeast corner of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 75°58' East 75.00 feet; thence South 14°02' West 53.64 feet; thence North 75°58' West 75.00 feet; thence North 14°02' East 53.64 feet to the point of beginning.

PARCEL 3

A parcel of land situated in the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the northwest corner of Lot 2, Qualls Subdivision, which point is South 184.57 feet and West 285.36 feet of the southeast corner of Section 16, Township 2 South, Range 4 East, thence West 13.40 feet more or less to a point on the east line of that certain parcel described in a Warranty Deed recorded September 28, 1976, as Entry No. 133700, in Book 84, at Page 554; thence along said east line, South 14°02'00" West 39.43 more or less to the north line of Lot 2 Prospect Heights Subdivision; thence along said north line, South 75°58'00" East 23.66 feet more or less to the west line of Qualls Subdivision; thence North along said west line, 43.98 feet more or less to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY MEN THESE PRESENTS that KIM F. MARKS AND MARGARET D. MARKS, the undersigned owners as to Parcel 1, do hereby certify that they have caused this plat to be prepared, and do hereby consent to the recordation of this plat.

In witness whereof, the undersigned set their hands this _____ day of _____, 2020.

_____
By: Kim F. Marks

_____
By: Margaret D. Marks

ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Kim F. Marks personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed LITTLE MAGGIE SUBDIVISION.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Margaret D. Marks 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 LITTLE MAGGIE SUBDIVISION.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY MEN THESE PRESENTS that Kim Marks, the undersigned owner as to Parcels 2 and 3, does hereby certify that he has caused this plat to be prepared, and does hereby consent to the recordation of this plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2020.

_____
By: Kim Marks

ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Kim Marks personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed LITTLE MAGGIE SUBDIVISION.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

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

LITTLE MAGGIE SUBDIVISION

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

SHEET 1 OF 1

9/25/19 JOB NO.: 4-6-19 FILE: X:\ParkCitySurvey\dwg\srv\plat2019\040619.dwg

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
APPROVED THIS _____ DAY OF _____, 2020 BY _____ SUMMIT COUNTY GIS COORDINATOR	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2020 BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2020 BY _____ MAYOR	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2020 BY _____ PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

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

STAFF:
MARSHALL KING
RYAN BETZ

DATE: 7/30/19

AERIAL PHOTOGRAPH
57 & 59 PROSPECT STREET

FOR: KIM MARKS
JOB NO.: 4-6-19
FILE: X:\ParkCitySurvey\dwg\Exhibits\57 & 59 Prospect-ortho.dwg

SHEET 1 OF 1

57 & 59 Prospect Street - looking northeasterly

57 & 59 Prospect Street - looking easterly

57 & 59 Prospect Street - looking westerly

57 & 59 Prospect Street - looking southwesterly

57 & 59 PROSPECT STREET

PROJECT INTENT

The single family residences at 57 & 59 Prospect Street are metes and bounds parcels east of Block 18, Park City Survey. An additional metes and bounds parcel is located east of and abuts the metes and bounds parcel at 59 Prospect Street. The owner of all three parcels seeks to unify the properties into lots of record with a subdivision plat, and expand 59 Prospect Street by combining parcels PC-227 and PC-S-46-B-3 as a lot. 57 Prospect is to be platted with its boundary unchanged. Both residences are on the historic registry, and changes to the buildings are not planned. The owner intends to make improvements to the 59 Prospect property.

Planning Commission
Staff Report

PARK CITY 1884 PLANNING DEPARTMENT

Subject: **The Lift Lodge at Town Lift, Second Amended Plat**
Address: **875 Main Street**
Project Number: **PL-19-04341**
Author: **Hannah M. Tyler, AICP, Senior Planner**
Date: **November 13, 2019**
Type of Item: **Administrative – Condominium Plat Amendment**

Description

Applicant:	The Lift Lodge Association, Inc.
Location:	875 Main Street
Zoning:	Historic Resort Commercial (HRC) – regulated under Historic Commercial Business (HCB) per "1992 Agreement"
Reason for Review:	Plat Amendments require Planning Commission review and City Council review and action

Proposal

The applicant is proposing to alter ownership of common areas, three (3) residential units, and one (1) commercial unit. Units affected include: Unit C, Unit 206, Unit 202, and Unit 302.

Summary Recommendation

Staff recommends the Planning Commission hold a public hearing for the Lift Lodge at Town Lift, Second Amended Condominium Plat and consider forwarding a **positive** recommendation to the City Council on December 5, 2019 based on the findings of fact, conclusions of law, and recommended conditions of approval as found in the draft ordinance.

Background

June 9, 1982 – The City entered into the 1982 Huntsman-Christensen Agreement, also known as the "1982 Agreement," in which Park City exchanged property and promised to allow development within specified parameters on the Huntsman-Christensen property in exchange for title to Deer Valley Drive (see Exhibit E). This included the subject property of this application and granted additional building height by redefining natural grade for the site and vested the HCB zoning for the site (regardless of any future rezones).

September 19, 1991 – The City Council issued a conceptual approval for the Town Lift Project area. This included the property which has become the Summit Watch, Town Lift, and Lift Lodge developments.

April 16, 1992 – As a part of the Sweeney Town Lift project approval, the 1982 Agreement was modified, becoming the "1992 Agreement" (see Exhibit F). This amendment clarified interpretation and application of Building Height according to the redefined natural grade. Staff reports from this project have indicated that the purpose of the amendment was to "establish a new baseline and the old agreement would have no relevance even if the [Lift Lodge] MPD was never developed."

June 11, 1997 – The Planning Commission approved the McIntosh Mill CUP for a

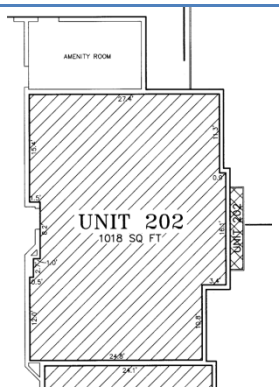
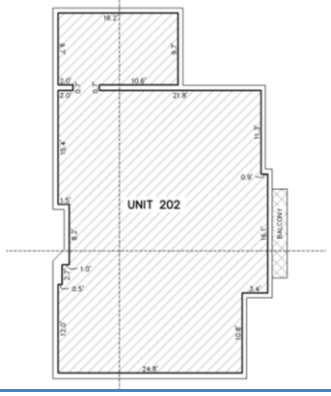
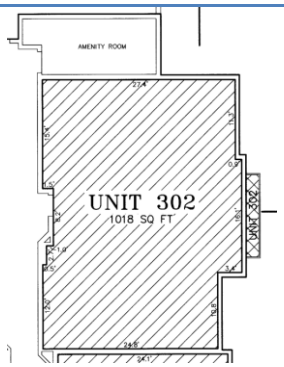
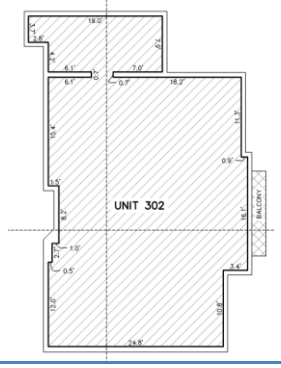
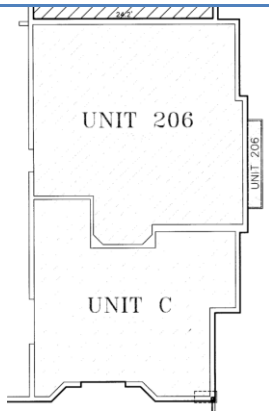
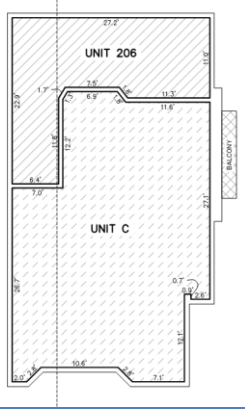
mixed use building (the Lift Lodge) at this location. The building was constructed in 1998.
July 8, 1998 – The Planning Commission approved the Parking Management Plan for the McIntosh Mill CUP at this location.
May 26, 1999 – The Planning Commission approved modifications to this CUP for 875 Main Street converting some of the approved commercial space to residential space, decreasing parking demand. The changes were internal to the building and consistent with the LMC; they did not affect the exterior of the building.
June 3, 1999 – The City Council approved The Lift Lodge at Town Lift condominium conversion plat which was recorded on August 3, 1999.
August 30, 2018 – The City Council approved the Lift Lodge at Town Lift, First Amended Condominium Plat which created new roof top common area (Exhibit B).
October 18, 2019 – The Planning Department approved a Historic District Design Review (HDDR) application for a rooftop deck.
October 9, 2019 – The City deemed the proposed Condominium Plat Amendment complete.

Purpose
The purpose of the Historic Recreation Commercial (HRC) District can be found in LMC Section 15-2.5, and the purpose of the Historic Commercial Business (HCB) District can be found in LMC Section 15-2.6.

Analysis
The proposed Condominium Plat Amendment has been reviewed for compliance with the following Land Management Code Sections: 15-4-12, 15-7.1-3(C), 15-12-15(B)(9). The proposed Condominium Plat Amendment alters ownership of common areas, three (3) residential units, and one (1) commercial unit. Units affected include: Unit C, Unit 206, Unit 202, and Unit 302. The following chart outlines the proposed changes in unit sizes:

Unit	Existing	Proposed	Addition
101	948 SF	No Change	
102	1186 SF	No Change	
103	1000 SF	No Change	
104	967 SF	No Change	
105	894 SF	No Change	
201	949 SF	No Change	
202	1018 SF	1117 SF	+99 SF
203	996 SF	No Change	
204	956 SF	No Change	
206	738 SF	363	-376 SF
301	943 SF	No Change	
302	1018 SF	1159 SF	+141 SF
303	996 SF	No Change	
304	956 SF	No Change	
305	1457 SF	No Change	
306	799 SF	No Change	
A	1225 SF	No Change	
B	776 SF	No Change	
C	550 SF	909 SF	+451 SF

The following excerpts compare the existing units to the proposed units for visual representation of the proposed amendments.

Existing	Proposed
UNIT 202 *Conversion of common area (amenity room) to private area.*	
1018 SF	1117 SF (+99 SF)
	
UNIT 302 *Conversion of common area (amenity room) to private area.*	
1018 SF	1159 SF (+141 SF)
	
UNIT 206 and UNIT C *Reduction in Unit 206 to allocate square footage to Unit C. Unit 206 balcony converted to limited common area.*	
UNIT 206: 738 SF	363 SF (-376 SF)
UNIT C: 550 SF	909 SF (+451 SF)
	

The original Conditional Use Permit approval for the subject Lift Lodge building was

for the construction of a mixed use building with a total building floor area of 37,001 square feet. This was approved with 13 condominium units averaging 950 square feet in area (and 12,381 net square feet), 842 square feet of support commercial uses, and 3,554 square feet of net leasable commercial space (4,442 gross square feet of commercial space). This approval included 8,654 square feet of parking and storage, as approved with the Parking Management Plan.

The Lift Lodge was ultimately constructed with 16 residential units after a previous modification to the CUP. The units averaged less than 1,000 square feet and ranged in floor area from 681 square feet to 1,455 square feet. There were approximately 2,515 square feet of commercial uses (reduced from 5,100 square feet) and located at the south end of the building.

The proposed changes do not alter the number of units, and the size of the units still average less than 1,000 square feet (980 square feet). The units now range in size from 363 square feet to 1,457 square feet. The size of the commercial increased by 451 square feet. These changes do not increase the parking requirements.

Parking
All parking associated with the building is accommodated within the common parking structure the Lift Lodge shares with the Town Lift development. The parking structure beneath the Lift Lodge provides a total of 28 code compliant spaces, which is sufficient for the proposed change in use. A total of 24 spaces are required for the 16 residential units and retail space. The proposed changes to the residential units and commercial unit do not increase parking requirements.

Access
Access to the underground parking structure is off Ninth Street. Secondary access is provided from the adjacent parking structure which has access to Park Avenue. Cross access agreements between this property owner and the adjacent owners have been signed and recorded at the County before the condominium plat was recorded.

HCB Regulations
This property falls under the 1992 Agreement which amended the original 1982 Agreement between the Hunstman-Christensen properties and the City in exchange for property dedication for Deer Valley Drive. This Agreement allows affected properties, including 875 Main Street, to apply LMC regulations for the HCB Zoning District for development regardless of any future zone changes (including the Frontage Protection Overlay Zone).

The existing building complies with all LMC requirements as allowed by the 1992 Agreement. There are no exterior changes with the proposed Condominium Plat Amendment. In addition to the HCB zoning requirements, all conditions of approval of the McIntosh Mill CUP continue to apply and are not affected by the proposed Condominium Plat Amendment.

Good Cause
Staff finds good cause for this plat amendment as the proposed units comply with the

underlying Land Management Code Requirements, 1992 Agreement, and McIntosh Mill CUP conditions of approval. This amendment will allow the property owner to make improvements and changes to the existing structure as allowed by the LMC and Historic District Design Guidelines.

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 §15-1-18.

Department Review
This project has gone through an interdepartmental review. There were no issues raised by any of the departments regarding this proposal that have not been addressed by the conditions of approval.

Notice
On October 30, 2019, the property was posted and notice was mailed to affected property owners within 300 feet. Legal notice was also published in the Park Record on October 26, 2019.

Public Input
As of this date no public input has been received by Staff.

Alternatives
- The Planning Commission may forward positive recommendation to the City Council for the Lift Lodge at Town Lift, Second Amended plat as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Lift Lodge at Town Lift, Second Amended plat and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Lift Lodge at Town Lift, Second Amended plat.

Significant Impacts
There are no significant negative fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation
The applicant would not be allowed to alter the unit sizes as proposed. The building would remain as-is.

Summary Recommendation
Staff recommends the Planning Commission hold a public hearing for the Lift Lodge at Town Lift, Second Amended Condominium Plat and consider forwarding a **positive** recommendation to the City Council on December 5, 2019 based on the findings of fact, conclusions of law, and recommended conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance and Proposed Plat
Exhibit B – The Lift Lodge at Town Lift, First Amended Condominium Plat (existing plat)

Exhibit C – Aerial
Exhibit D – Applicant Statement
Exhibit E – 1982 Agreement
Exhibit F – 1992 Agreement Amending the 1982 Agreement
Exhibit G – Site Photos

Exhibit A – Draft Ordinance

Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE LIFT LODGE AT TOWN LIFT, SECOND AMENDED PLAT LOCATED AT 875 MAIN STREET, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 875 Main Street have petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on October 26, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 30, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on November 13, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on December 5, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Lift Lodge at Town Lift, Second Amended plat located at 875 Main Street.

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

SECTION 1. APPROVAL. The Lift Lodge at Town Lift, Second Amended plat, 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. In 1991, the Planning Commission and City Council approved a concept plan for the Town Lift Project which included the Lift Lodge Condominium project currently under review.
2. On June 11, 1997, the Planning Commission approved a CUP to allow a mixed use structure at this location. This CUP was subsequently modified on May 26, 1999. The existing building was constructed in 1998.
3. The Parking Management Plan for this location was approved by the Planning Commission on July 8, 1998.
4. The subject property falls under the 1982 Huntsman-Christensen Agreement which specified HCB zoning for the site and established an artificial natural grade for height measurements.
5. The 1982 Agreement was amended on April 16, 1992 to redefine artificial natural grade.

6. The Lift Lodge at Town Lift condominium conversion plat was approved by City Council on March 4, 1998 and recorded on August 3, 1999.
7. On August 30, 2018, the City Council approved the Lift Lodge at Town Lift, First Amended Condominium Plat which created new roof top common area.
8. On October 9, 2019, the City deemed the proposed Condominium Plat Amendment complete.
9. The proposed Condominium Plat Amendment alters ownership of common areas, three (3) residential units, and one (1) commercial unit. Units affected include: Unit C, Unit 206, Unit 202, and Unit 302.
10. The original Conditional Use Permit approval for the subject Lift Lodge building was for the construction of a mixed use building with a total building floor area of 37,001 square feet. This was approved with 13 condominium units averaging 950 square feet in area (and 12,381 net square feet), 842 square feet of support commercial uses, and 3,554 square feet of net leasable commercial space (4,442 gross square feet of commercial space). This approval included 8,654 square feet of parking and storage, as approved with the Parking Management Plan.
11. The Lift Lodge was ultimately constructed with 16 residential units after a previous modification to the CUP. The units averaged less than 1,000 square feet and ranged in floor area from 681 square feet to 1,455 square feet. There were approximately 2,515 square feet of commercial uses (reduced from 5,100 square feet) and located at the south end of the building.
12. The proposed changes do not alter the number of units, and the size of the units still average less than 1,000 square feet (980 square feet). The units now range in size from 363 square feet to 1,457 square feet. The size of the commercial space has also increased to 451 square feet. These changes do
13. The subject property falls within the HRC zone, but uses the HCB regulations according to the 1982 Agreement amended in 1992.
14. All parking associated with the building is accommodated within the common parking structure the Lift Lodge shares with the Town Lift development.
15. The parking structure beneath the Lift Lodge provides a total of 28 code compliant spaces, which is sufficient for the proposed change in use. A total of 24 spaces are required for the 16 residential units and retail space.
16. Access to the underground parking structure is off Ninth Street. Secondary access is provided from the adjacent parking structure which has access to Park Avenue.
17. The applicant has not violated any terms of the original CUP approval.
18. On October 30, 2019, the property was posted and notice was mailed to affected property owners within 300 feet. Legal notice was also published in the Park Record on October 26, 2019.
19. As of this date, no public input has been received by Staff.
20. The Findings in the Analysis Section are incorporated herein.

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, including 15-4-12, 15-7.1-3(C), 15-12-15(B)(9), and applicable State law regarding condominium plat amendments.
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. All Conditions of Approval of the original Lift Lodge at Town Lift condominium plat and any subsequent modifications continue to apply.
2. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
3. The applicant will record the plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
4. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of December 2019.

PARK CITY MUNICIPAL CORPORATION

_____
MAYOR

ATTEST:

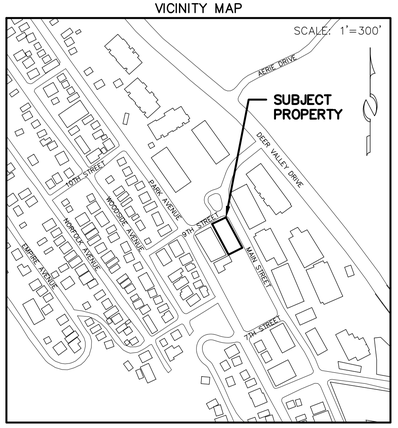
_____
City Recorder

APPROVED AS TO FORM:

_____
City Attorney

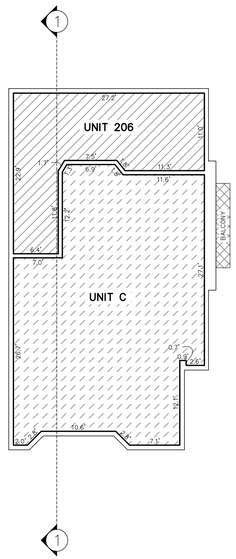
Attachment 1 – Proposed Plat

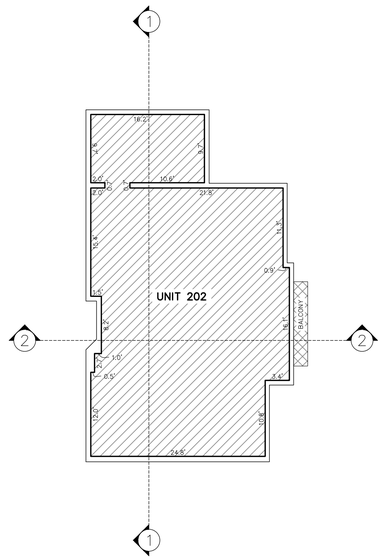
VICINITY MAP

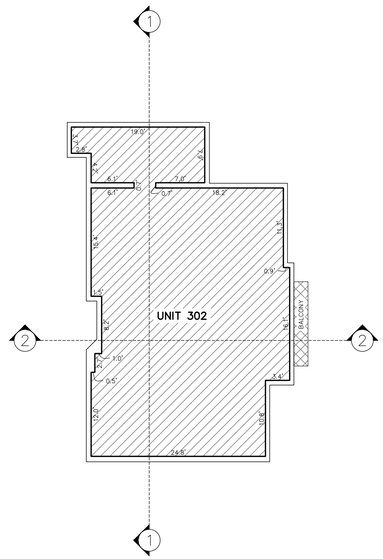


OWNERSHIP LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- PRIVATE COMMERCIAL OWNERSHIP (See note 3)
- LIMITED COMMON AREAS AND FACILITIES







SECOND LEVEL

UNIT NUMBER	SQUARE FOOTAGE
202	1,177 SF
206	363 SF
C	909 SF

THIRD LEVEL

UNIT NUMBER	SQUARE FOOTAGE
302	1,159 SF

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owners, THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

LEGAL DESCRIPTION

Units 206 and C, THE LIFT LODGE AT TOWN LIFT, a Utah Condominium Project, together with each unit's appurtenant undivided interest in the Common Areas and Facilities, according to the Record of Survey Map recorded August 3, 1999 as Entry no. 545622 and in the Declaration of Condominium for The Lift Lodge at Town Lift recorded August 3, 1999 as Entry No. 545623 in Book 1279 at Page 260 and in the First Amendment to Condominium Declaration recorded July 29, 2011 as Entry No. 927222 in Book 2089 at page 1822 and in the Amended and Restated Declaration of Condominium recorded May 30, 2019 as Entry No. 1111709, records of Summit County, Utah.

Units 202 and 203, FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, a Utah Condominium Project, together with each unit's appurtenant undivided interest in the Common Areas and Facilities, according to the Record of Survey Map recorded May 30, 2019 as Entry no. 1111708 and in the Declaration of Condominium for The Lift Lodge at Town Lift recorded August 3, 1999 as Entry No. 545623 in Book 1279 at Page 260 and in the First Amendment to Condominium Declaration recorded July 29, 2011 as Entry No. 927222 in Book 2089 at page 1822, and in the Amended and Restated Declaration of Condominium recorded May 30, 2019 as Entry No. 1111709, records of Summit County, Utah.

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS, that the undersigned, on behalf of THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift, hereby consent to the recording of this amended record of survey map.

_____
Vanessa Carrington, President, by Dean Peters, attorney–in–fact
THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation

_____
Dean Peters, Secretary/Treasurer
THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____ 2020, personally appeared before me, the undersigned Notary Public, in and for said County and State, Dean Peters, being duly sworn, acknowledged to me that he is the attorney–in–fact for Vanessa Carrington, an individual, for the limited purpose of executing in the name of and for said Vanessa Carrington the above Association Consent to Record, and that he is the Secretary/Treasurer of The Lift Lodge Association, Inc., a Utah nonprofit corporation, and that the above Association Consent to Record was signed for, on, and in behalf of all of the unit owners at The Lift Lodge at Town Lift acting as a group (under the name of The Lift Lodge Association, Inc., a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57–1–1 et seq. (1963) as amended and supplemented, and the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift.

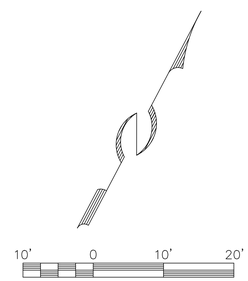
By: _____
Notary Public

_____ My Commission Expires: _____
Printed Name

Residing in: _____ Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020–____.
2. All Conditions of Approval of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 and First Amendment To The Lift Lodge At Town Lift recorded May 30, 2019, as Entry No. 1111708 shall continue to apply and remain in full force and effect.
3. May be converted to Private Residential Ownership, subject to compliance with the terms of the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions and Restrictions for The Lift Lodge at Town Lift (see Ownership Legend).
4. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.



THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED

AMENDING UNITS 202, 206, 302 & UNIT C

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 2

9/26/19 JOB NO.: 19–6–17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617_2nd amd.dwg

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

PUBLIC SAFETY ANSWERING POINT APPROVAL	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
APPROVED THIS _____ DAY OF _____, 2020 BY _____ SUMMIT COUNTY GIS COORDINATOR	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ OF _____, 2020 BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2019 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2020 BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2020 BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2020 BY _____ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ BOOK _____ PAGE _____ _____ ENTRY NO. _____ FEE _____ RECORDER

Know all by these presents that the owners of Unit 202, and whose Unit is affected by the contents of THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED, hereby certify that they have caused this Condominium Plat to be prepared, and we, MARK A. RUELLE and SANDRA S. RUELLE, husband and wife as joint tenants, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this _____ day of _____, 2020.

_____
Mark A. Ruelle

_____
Sandra S. Ruelle

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Mark A. Ruelle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Sandra S. Ruelle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

Know all by these presents that REMEDIAL PROPERTIES LLC, a Utah limited liability company, the owner of Unit 206, and whose Unit is affected by the contents of THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this _____ day of _____, 2020.

_____
Dean Peters, Manager
REMEDIAL PROPERTIES LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Dean Peters personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Manager of REMEDIAL PROPERTIES LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

Know all by these presents that the owner of Unit 302, and whose Unit is affected by the contents of THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED, hereby certify that she has caused this Condominium Plat to be prepared, and I, VANESSA C. CARRINGTON, trustee of the VANESSA C. CARRINGTON REVOCABLE TRUST dated 7/18/07, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this _____ day of _____, 2020.

_____
Vanessa C. Carrington, Trustee

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Vanessa C. Carrington personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Trustee of the VANESSA C. CARRINGTON REVOCABLE TRUST dated 7/18/07, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

Know all by these presents that REMEDIAL PROPERTIES LLC, a Utah limited liability company, the owner of Unit C, and whose Unit is affected by the contents of THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this _____ day of _____, 2020.

_____
Dean Peters, Manager
REMEDIAL PROPERTIES LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, Dean Peters personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Manager of REMEDIAL PROPERTIES LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED.

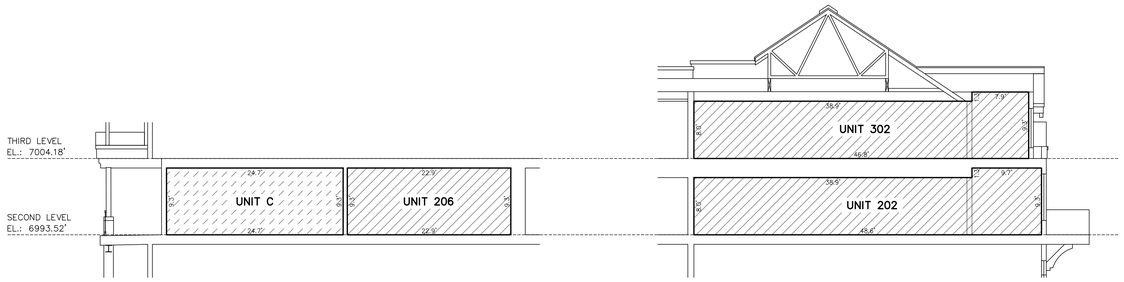
By: _____
Notary Public

_____
Printed Name

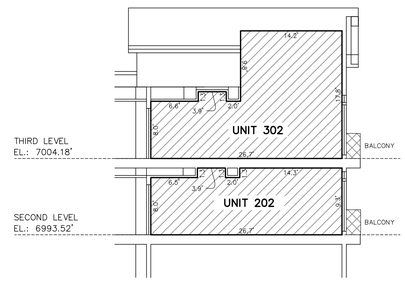
Residing in: _____

My Commission Expires: _____

Commission No.: _____



SECTION - 1



SECTION - 2

OWNERSHIP LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- PRIVATE COMMERCIAL OWNERSHIP (See note 3)
- LIMITED COMMON AREAS AND FACILITIES

THE LIFT LODGE AT TOWN LIFT–SECOND AMENDED

AMENDING UNITS 202, 206, 302 & UNIT C

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

10' 0 10' 20'

SHEET 2 OF 2

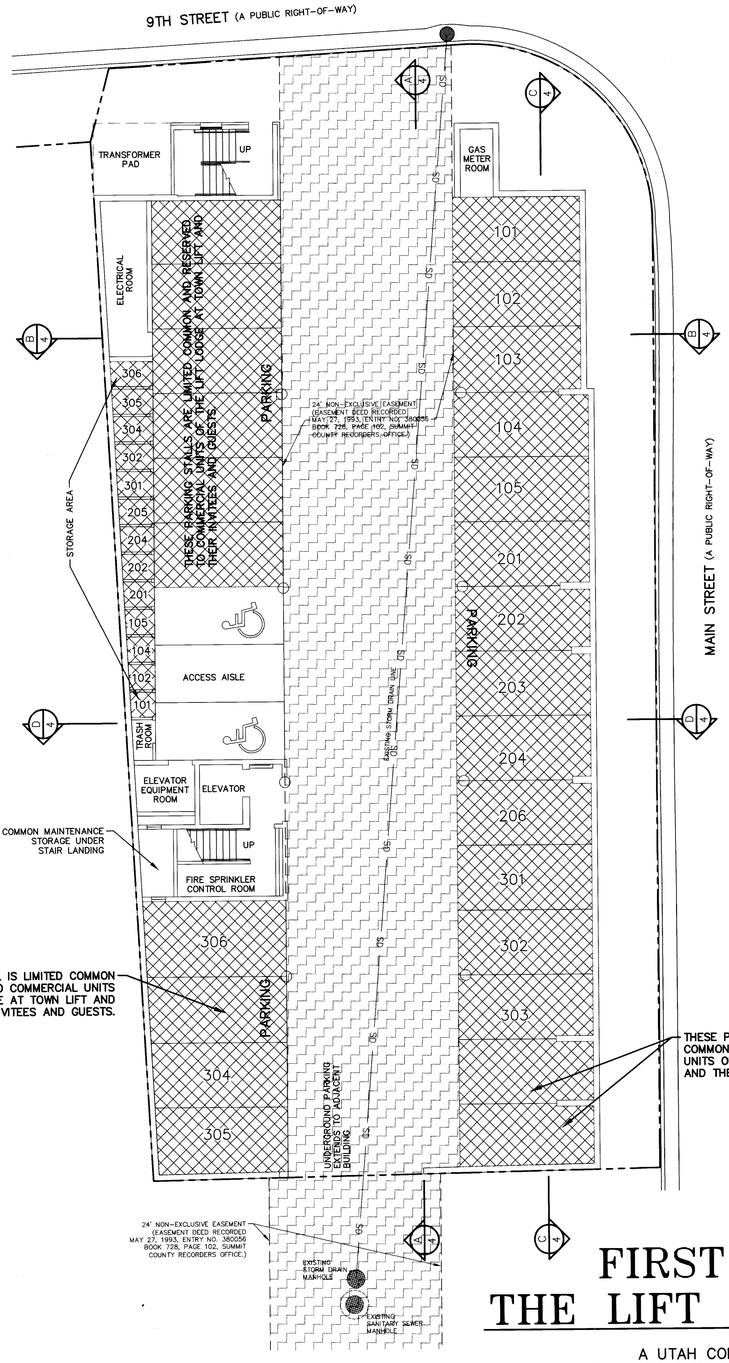
JOB NO.: 19–6–17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617_2nd amd.dwg

9/26/19

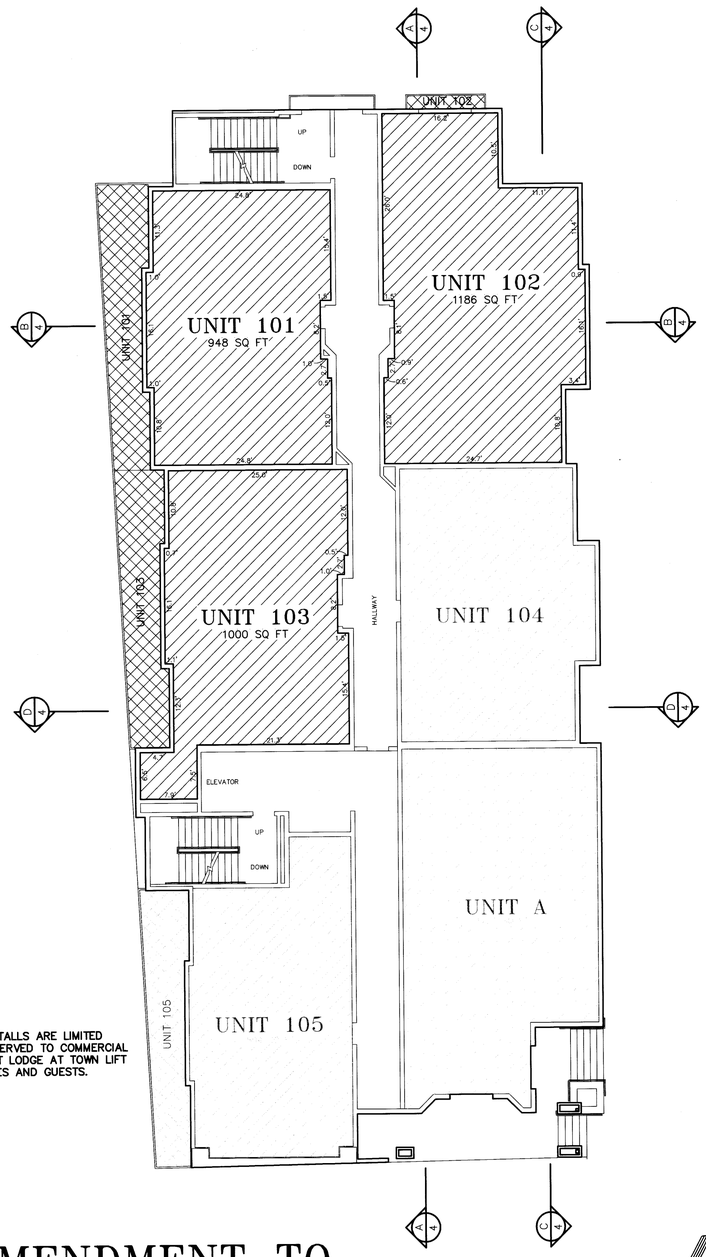
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
_____ _____ _____
ENTRY NO. FEE RECORDER

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

PARKING LEVEL



FIRST FLOOR



FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

10' 0 10' 20'

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owners, this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PROFESSIONAL LAND SURVEYOR No. 7248891 CHARLES GALATI 4/18/2019 State of Utah

LEGAL DESCRIPTION

Units 101, 102, 103, 201, 202, 204, 302, 304, 305, 306 and B, THE LIFT LODGE AT TOWN LIFT, a Utah Condominium Project, together with each unit's appurtenant undivided interest in the Common Areas and Facilities, according to the Record of Survey Map recorded August 3, 1999 as Entry no. 545622 and in the Declaration of Condominium for The Lift Lodge at Town Lift recorded August 3, 1999 as Entry No. 545623 in Book 1279 at Page 260 and in the First Amendment to Condominium Declaration recorded July 29, 2011 as Entry No. 927222 in Book 2089 at page 1822, records of Summit County, Utah.

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS, that the undersigned, on behalf of THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift, hereby consent to the recording of this amended record of survey map.

Vanessa Carrington by Dean Peters attorney-in-fact
Vanessa Carrington, President, by Dean Peters, attorney-in-fact
THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation

Dean Peters
Dean Peters, Secretary/Treasurer
THE LIFT LODGE ASSOCIATION, INC., a Utah nonprofit corporation

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this 18 day of April 2019, personally appeared before me, the undersigned Notary Public, in and for said County and State, Dean Peters, being duly sworn, acknowledged to me that he is the attorney-in-fact for Vanessa Carrington, an individual, for the limited purpose of executing in the name of and for said Vanessa Carrington the above Association Consent to Record, and that he is the Secretary/Treasurer of The Lift Lodge Association, Inc., a Utah nonprofit corporation, and that the above Association Consent to Record was signed for, on, and in behalf of all of the unit owners at The Lift Lodge at Town Lift acting as a group (under the name of The Lift Lodge Association, Inc., a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift.

By: Shannon Ireland
Notary Public
Shannon Ireland
Printed Name
Residing in: Summit

SHANNON IRELAND Notary Public - State of Utah Comm. No. 702573 My Commission Expires on Oct 1, 2022

My Commission Expires: Oct. 1, 2022
Commission No. 702573

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2018-47.
2. This sheet amends Units 101, 102 and 103 of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 in the Summit County Recorder's Office.
3. All Conditions of Approval of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 shall continue to apply and remain in full force and effect.
4. This plat amendment removes secondary entry into certain units, corrects errors on Page 4 of the original plat and adds a sheet showing the roof level as part of the residential common areas and facilities. Refer to The Lift Lodge at Town Lift, recorded August 3, 1999, as Entry No. 545622 for the dimensions of Units A, 104, 105, C, 203, 206, 301 and 303, as these Units are not directly affected by the changes on this plat amendment.
5. May be converted to Private Residential Ownership, subject to compliance with the terms of the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift (see Legend).
6. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- PRIVATE COMMERCIAL OWNERSHIP (See Note 5.)
- RESIDENTIAL COMMON AREAS AND FACILITIES
- EASEMENT

THIS SHEET IS A SUPPLEMENT TO PAGE 2 OF 4 OF "THE LIFT LODGE AT TOWN LIFT" RECORDED AUGUST 3, 1999, AS ENTRY NO. 545622.

SHEET 1 OF 6

4/17/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 19th DAY OF April, 2019
BY S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 8TH DAY OF AUGUST, 2018
BY CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 14TH DAY OF May, 2019
BY PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 24TH DAY OF May, 2019
BY PARK CITY ATTORNEY

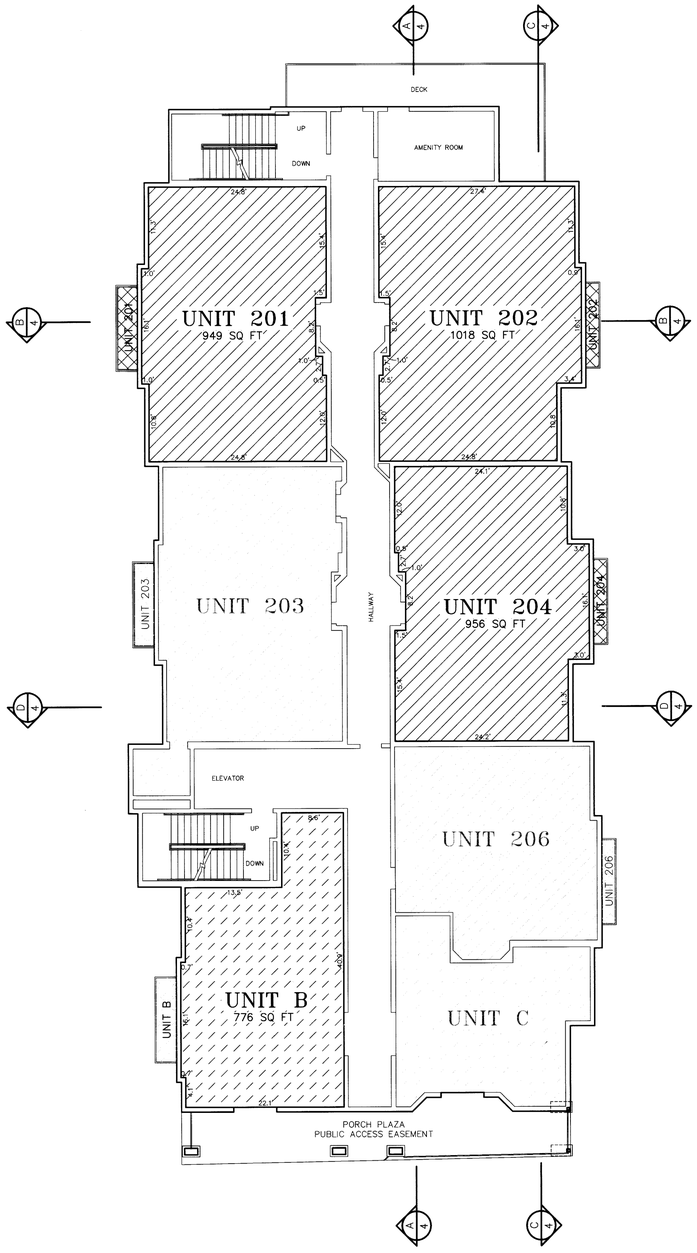
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 30TH DAY OF AUGUST, 2018
BY MAYOR

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 11, 1884

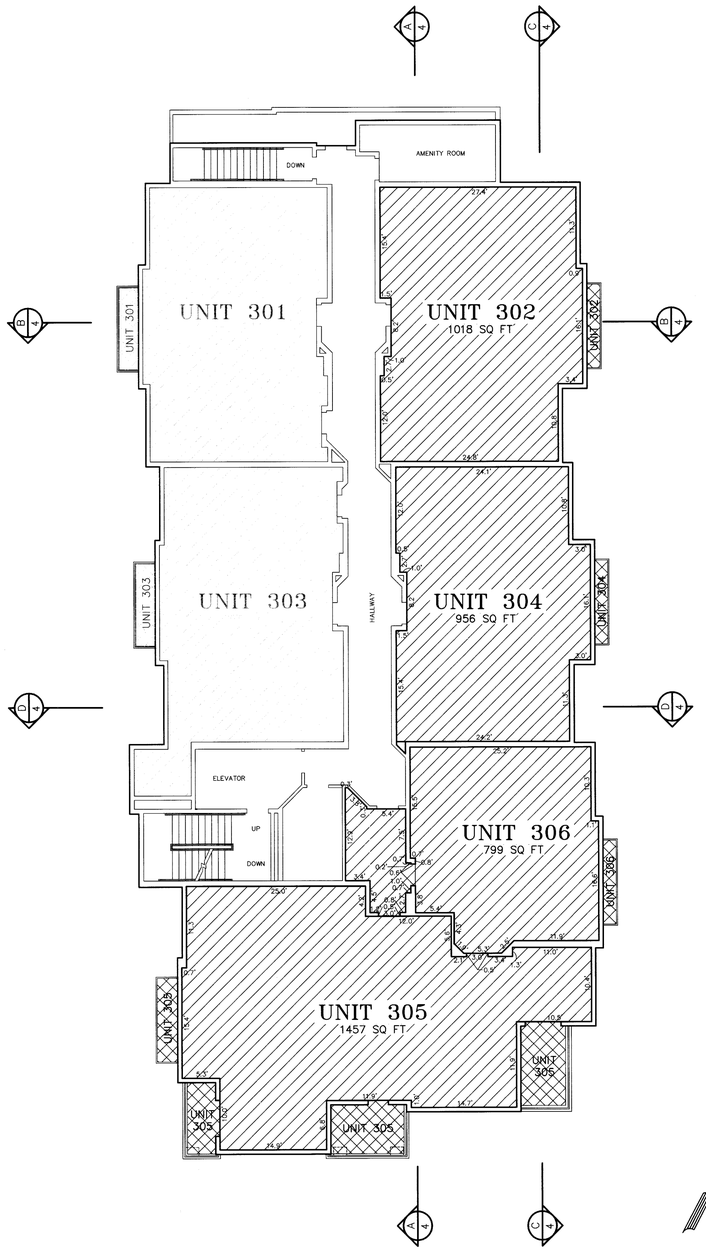
CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL THIS 30TH DAY OF AUGUST, 2018
BY PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Park City Title
$322.00 FEE
Becky J. Doonan deputy RECORDER
TIME 10:58 a.m. DATE 5/30/2019 ENTRY NO. 1111708

SECOND FLOOR



THIRD FLOOR



NOTES

1. This sheet amends Units 201, 202, 204, Unit B, Units 302, 304, 305 and 306 of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 in the Summit County Recorder's Office.
2. Unless and until substituted by another unit in The Lift Lodge at Town Lift project, Unit 306 is restricted in perpetuity to comply with the requirements of the federal Americans with Disabilities Act in effect on the date of recordation of this record of survey map.
3. Access to Unit 305 is by separate easement, as granted by that certain Declaration of Hallway Access Easement, as may be amended from time to time by the owners of Unit 305 and Unit 306.
4. All Conditions of Approval of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 shall continue to apply and remain in full force and effect.
5. May be converted to Private Residential Ownership, subject to compliance with the terms of the Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift (see Legend).
6. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- PRIVATE COMMERCIAL OWNERSHIP (See Note 5.)
- RESIDENTIAL COMMON AREAS AND FACILITIES
- ACCESS EASEMENT (See Note 3.)

THIS SHEET IS A SUPPLEMENT TO PAGE 3 OF 4 OF "THE LIFT LODGE AT TOWN LIFT" RECORDED AUGUST 3, 1999, AS ENTRY NO. 545622.

10' 0 10' 20'

FIRST AMENDMENT TO

THE LIFT LODGE AT TOWN LIFT

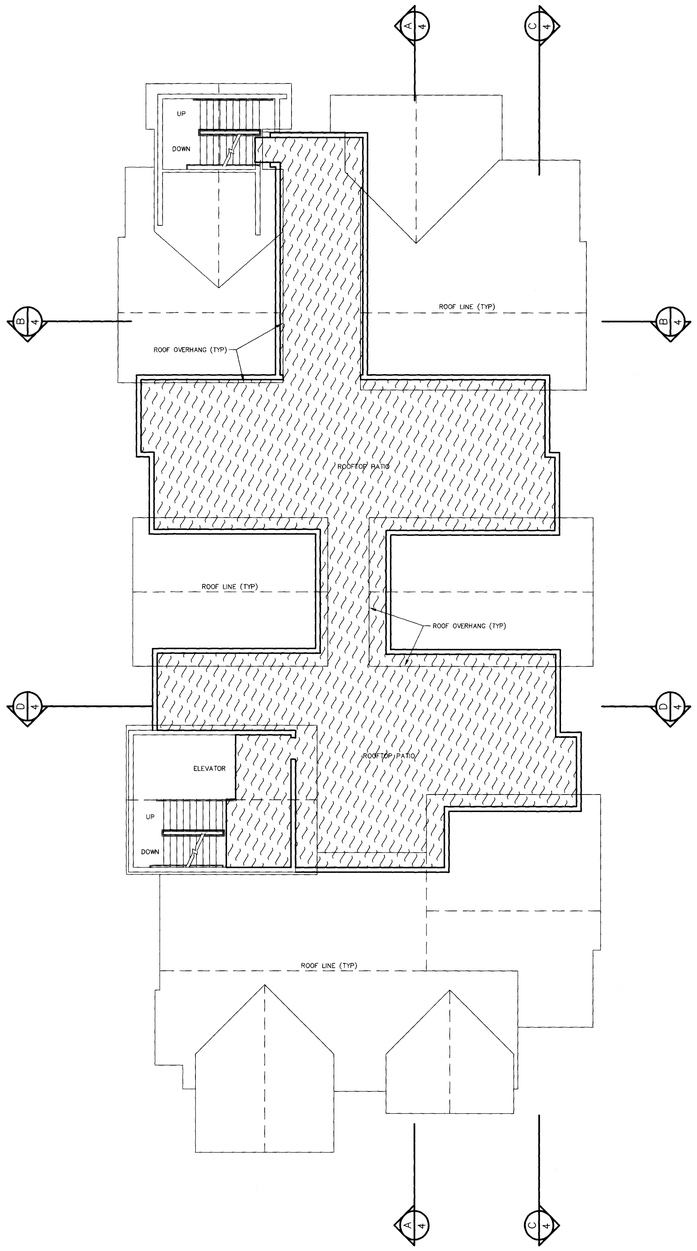
A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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

4/17/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE RE ENTRY NO. 01111708
05/30/2019 10:58:49 AM B: 2510 P: 1633
Plat PAGE 1/1
PHOENIX PRINCIS SUMMIT COUNTY RECORDER
FEE 322.00 BY PARK CITY TITLE
TIME _____ DATE _____ ENTRY NO. _____

ROOF LEVEL



NOTES

1. All Conditions of Approval of The Lift Lodge at Town Lift recorded August 3, 1999, as Entry No. 545622 shall continue to apply and remain in full force and effect.
2. The rooftop patio is a residential common area and facility for the exclusive use of residential unit owners.
3. Residential fire sprinklers will be required for all new construction per requirements of the Chief Building Official.
4. The Amended and Restated Declaration of Condominium and Declaration of Covenants, Conditions, and Restrictions for The Lift Lodge at Town Lift shall refer to the Conditions of Approval associated with the modification to the Conditional Use Permit approved by the Planning Commission on August 8, 2018. These conditions include limitations to the occupancy, hours, and the use of the deck.

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- PRIVATE COMMERCIAL OWNERSHIP
- RESIDENTIAL COMMON AREAS AND FACILITIES

10' 0 10' 20'

SHEET 3 OF 6

4/17/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

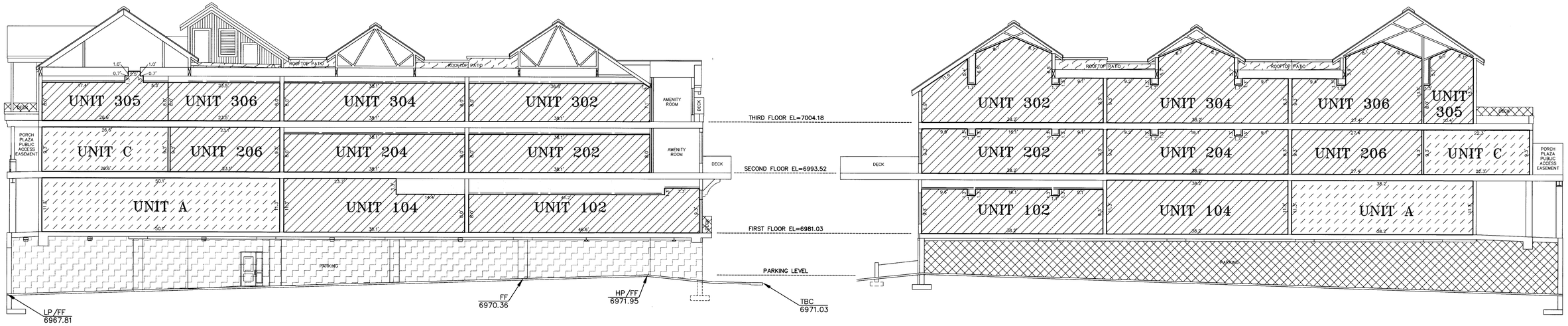
FIRST AMENDMENT TO

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

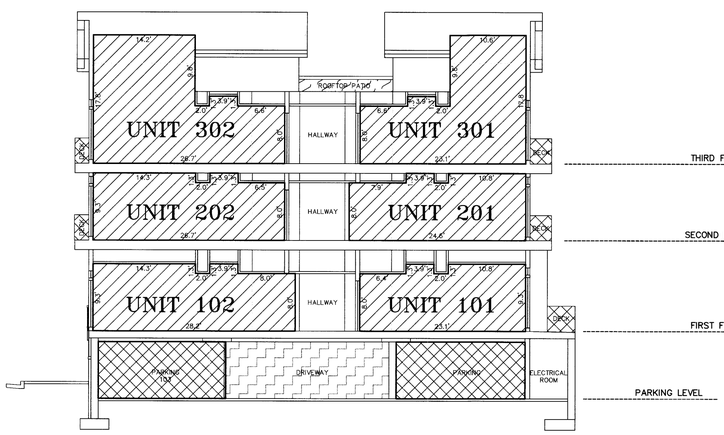
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE ENTRY NO. 01111708
05/30/2019 10:58:49 AM B: 2510 P: 1633
Plat PAGE 1/1
RHONDA FRANCIS SUMMIT COUNTY RECORDER
FEE 322.00 BY PARK CITY TITLE
TIME _____ DATE _____ ENTRY NO. _____

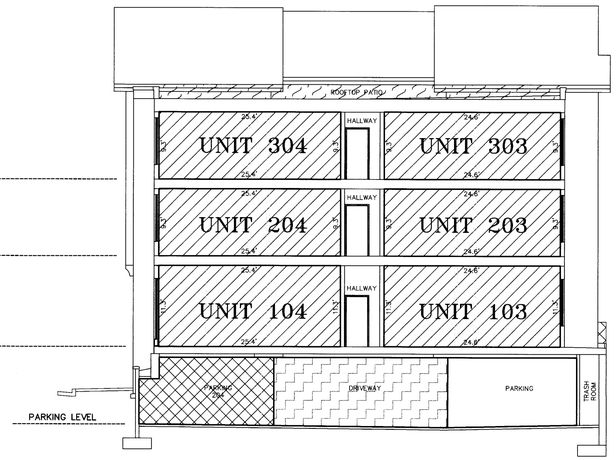


SECTION 'A'

SECTION 'C'



SECTION 'B'



SECTION 'D'

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS AND FACILITIES
- PRIVATE COMMERCIAL OWNERSHIP
- RESIDENTIAL COMMON AREAS AND FACILITIES

THIS SHEET REPLACES PAGE 4 OF 4 OF "THE LIFT LODGE AT TOWN LIFT" RECORDED AUGUST 3, 1999, AS ENTRY NO. 545622.

10' 0 10' 20'

FIRST AMENDMENT TO

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 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

4/17/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE
ENTRY NO. 01111708
05/30/2019 10:58:49 AM B: 2510 P: 1633
Plat PAGE 1/1
RHONDA FRANCIS SUMMIT COUNTY RECORDER
FEE 322.00 BY PARK CITY TITLE
TIME DATE ENTRY NO.

OWNER'S CONSENT TO RECORD

Know all by these presents that MAKI OHANA LLC, a California limited liability company, the owner of Unit 101, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 21 day of FEBRUARY 2019.

Martin Horton, Manager
MAKI OHANA LLC, a California limited liability company

ACKNOWLEDGMENT

STATE OF CA)
:ss.
COUNTY OF SAN DIEGO)

On this 21st day of FEBRUARY 2019, Martin Horton personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Manager of MAKI OHANA LLC, a California 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 FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

JEFF DEWITT
Printed Name

Residing in: CA

My Commission Expires: 4-6-19

Commission No.: 2102702

JEFF DEWITT
Commission # 2102702
Notary Public - California
Sacramento County
My Comm. Expires Apr 6, 2019

OWNER'S CONSENT TO RECORD

Know all by these presents that FIRST TITLE HOLDING 10020R, L.L.C., a Hawaii limited liability company, as to an undivided 71.03 percent interest in the ownership of Unit 102, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 12 day of FEBRUARY 2019.

Thomas W. Mull, Manager
FIRST TITLE HOLDING 10020R, L.L.C., a Hawaii limited liability company

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 12 day of Feb 2019, Thomas W. Mull 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 FIRST TITLE HOLDING 10020R, L.L.C., a Hawaii 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 FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10-1-2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

OWNER'S CONSENT TO RECORD

Know all by these presents that THOMAS WILSON MULL and LORRAINE SUMMERS MULL, husband and wife, tenants by the entirety, as to an undivided 28.97 percent interest in the ownership of Unit 102, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certify that they have caused this Condominium Plat to be prepared, and that they do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 12 day of FEBRUARY 2019.

Thomas Wilson Mull

Lorraine Summers Mull

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 12 day of Feb 2019, Thomas Wilson Mull personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10-1-2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 12 day of Feb 2019, Lorraine Summers Mull personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10-1-2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

OWNER'S CONSENT TO RECORD

Know all by these presents that the owner of Unit 103, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that he has caused this Condominium Plat to be prepared, and I, WILLIAM N. MITCHELL, a single person, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 15 day of March 2019.

William N. Mitchell

ACKNOWLEDGMENT

STATE OF Alabama)
:ss.
COUNTY OF Madison)

On this 15th day of March 2019, William N. Mitchell personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Audra Henderson
Printed Name

Residing in: Madison, AL

My Commission Expires: 6/14/22

Commission No.: _____

AUDRA HENDERSON
NOTARY PUBLIC
MY COMMISSION EXPIRES 06/4/2022
STATE OF ALABAMA

OWNER'S CONSENT TO RECORD

Know all by these presents that 875MAINST201, LLC, a Utah limited liability company, the owner of Unit 201, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 10 day of March 2019.

Christian McLean Jensen, Managing Member
875MAINST201, LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 10 day of March 2019, Christian McLean Jensen 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 Managing Member of 875MAINST201 LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10.01.2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

OWNER'S CONSENT TO RECORD

Know all by these presents that the owners of Unit 202, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certify that they have caused this Condominium Plat to be prepared, and we, MARK A. RUELLE and SANDRA S. RUELLE, husband and wife as joint tenants, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent

this 13 day of Feb. 2019.

Mark A. Ruelle

Sandra S. Ruelle

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 13 day of Feb 2019, Mark A. Ruelle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10-1-2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 13 day of Feb 2019, Sandra S. Ruelle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: _____
Notary Public

Trudy Wilson Stump
Printed Name

Residing in: Heber City UT

My Commission Expires: 10-1-2020

Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

FIRST AMENDMENT TO

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

2/12/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
ENTRY NO. 01111708
05/30/2019 10:58:49 AM B: 2510 P: 1633
Plat PAGE 1/1
RHONDA FRANCIS SUMMIT COUNTY RECORDER
FEE 322.00 BY PARK CITY TITLE
TIME _____

OWNER'S CONSENT TO RECORD

Know all by these presents that the owners of Unit 204, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certify that they have caused this Condominium Plat to be prepared, and we, JAMES B. HOESLEY and SANDRA HOESLEY, husband and wife, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this 19 day of Feb, 2019.

James B. Hoesley

Sandra Hoesley

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 19 day of Feb, 2019, James B. Hoesley personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: Trudy Wilson Stump
Notary Public
Trudy Wilson Stump
Printed Name
Residing in: Heber City UT
My Commission Expires: 10-1-2020
Commission No.: 692449

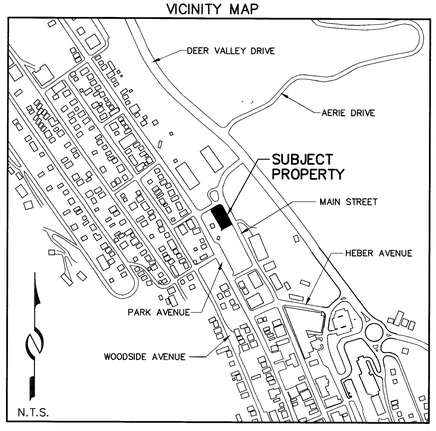
ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 19 day of Feb, 2019, Sandra Hoesley personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: Trudy W Stump
Notary Public
Trudy Wilson Stump
Printed Name
Residing in: Heber City UT
My Commission Expires: 10-1-2020
Commission No.: 692449

VICINITY MAP



OWNER'S CONSENT TO RECORD

Know all by these presents that the owner of Unit 302, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certify that she has caused this Condominium Plat to be prepared, and I, VANESSA C. CARRINGTON, trustee of the VANESSA C. CARRINGTON REVOCABLE TRUST dated 7/18/07, do hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this 28th day of February, 2019.

Vanessa C. Carrington, Trustee

ACKNOWLEDGMENT

STATE OF Florida)
:ss.
COUNTY OF Miami-Dade)

On this 28th day of February, 2019, Vanessa C. Carrington personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Trustee of the VANESSA C. CARRINGTON REVOCABLE TRUST dated 7/18/07, and that said document was signed by her on behalf of said Trust by authority of the Trust, and she acknowledged to me that she executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By:
Notary Public
Wesly Zegarra
Printed Name
Residing in: Florida
My Commission Expires: 6/6/21
Commission No.: GG112246

WESLY ZEGARRA
NOTARY PUBLIC
My Comm. Expires June 06, 2021
No. GG 112246
STATE OF FLORIDA

OWNER'S CONSENT TO RECORD

Know all by these presents that OAK BLUFFS, LLC, a Delaware limited liability company, the owner of Unit 304, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this 7 day of March, 2019.

Evan Schwartzberg, Managing Manager
OAK BLUFFS, LLC, a Delaware limited liability company

ACKNOWLEDGMENT

STATE OF New York)
:ss.
COUNTY OF New York)

On this 7th day of March, 2019, Evan Schwartzberg 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 Managing Manager of OAK BLUFFS, LLC, a Delaware 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 FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By:
Notary Public
Mark Dominguez
Printed Name
Residing in: Bronx County
My Commission Expires: December 26, 2022
Commission No.: 01D06052760

MARK DOMINGUEZ
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01D06052760
Qualified in Bronx County
Commission Expires Dec. 26, 2022

OWNER'S CONSENT TO RECORD

Know all by these presents that LIFT LODGE ACCOMMODATIONS, LLC, a Utah limited liability company, the owner of Units 305 and 306, and whose Units are affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this 22 day of Feburary, 2019.

Stephanie A. Wulfsohn, Manager
LIFT LODGE ACCOMMODATIONS, LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 22 day of Feb, 2019, Stephanie A. Wulfsohn personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is the Manager of LIFT LODGE ACCOMODATIONS, LLC, a Utah limited liability company, and that said document was signed by her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and she acknowledged to me that she executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: Trudy W Stump
Notary Public
Trudy Wilson Stump
Printed Name
Residing in: Heber City UT
My Commission Expires: 10-1-2020
Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

OWNER'S CONSENT TO RECORD

Know all by these presents that REMEDIAL PROPERTIES LLC, a Utah limited liability company, the owner of Unit B, and whose Unit is affected by the contents of this FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT, hereby certifies that it has caused this Condominium Plat to be prepared, and does hereby consent to the recordation of this Condominium Plat.

In witness whereof the undersigned has executed this certificate and consent this 12 day of Feb, 2019.

Dean G. Peters, Manager
REMEDIAL PROPERTIES LLC, a Utah limited liability company

ACKNOWLEDGMENT

STATE OF Utah)
:ss.
COUNTY OF Summit)

On this 12 day of Feb, 2019, Dean G. Peters personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Manager of REMEDIAL PROPERTIES LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the FIRST AMENDMENT TO THE LIFT LODGE AT TOWN LIFT.

By: Trudy W Stump
Notary Public
Trudy Wilson Stump
Printed Name
Residing in: Heber City UT
My Commission Expires: 10-1-2020
Commission No.: 692449

TRUDY WILSON STUMP
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 692449
COMM. EXP. 10-01-2020

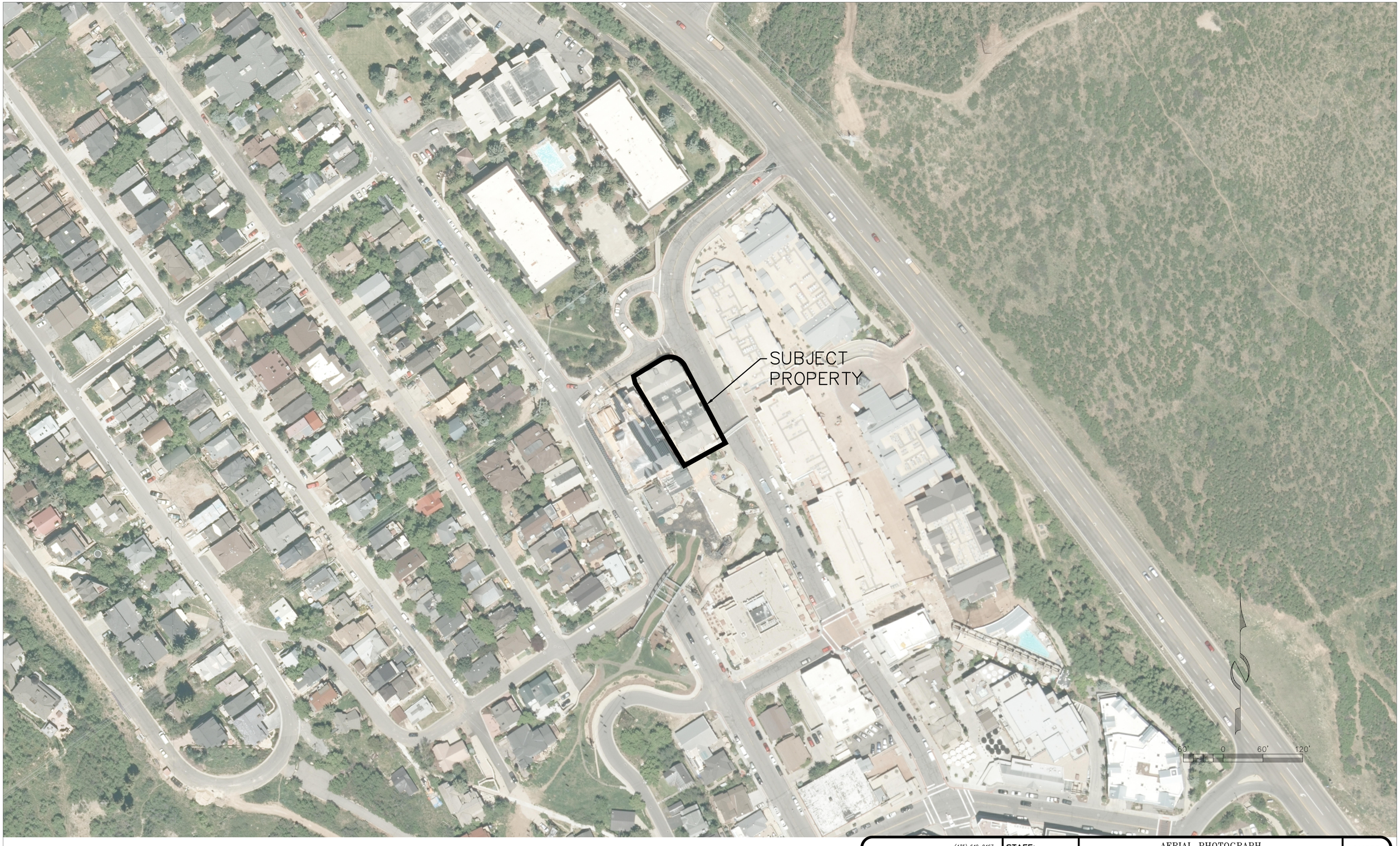
FIRST AMENDMENT TO

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

2/12/19 JOB NO.: 19-6-17 FILE: X:\SnydersAddition\dwg\srv\plat2017\190617.dwg

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
ENTRY NO. 01111708
05/30/2019 10:58:49 AM B: 2510 P: 1633
Plat PAGE 1/1
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 322.00 BY PARK CITY TITLE
TIME _____



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

STAFF:
RYAN BETZ
MARSHALL KING

DATE: 9/26/19

AERIAL PHOTOGRAPH
LIFT LODGE AT TOWN LIFT CONDOMINIUMS
BLOCK 53, SNYDER'S ADDITION

FOR: THE LIFT LODGE ASSOCIATION, INC.
JOB NO.: 19-6-17
FILE: X:\SnydersAddition\dwg\Exhibits\Lift Lodge-ortho.dwg

SHEET 1 **OF** 1

THE LIFT LODGE AT THE TOWN LIFT-SECOND AMENDED
(875 Main Street)
August 2, 2019

PROJECT INTENT

The Lift Lodge at Town Lift was constructed in the late 1990's as a 19-unit condominium building (3 commercial units and 16 residential units). This application for Plat Amendment proposes to alter ownership of common areas, three residential units, and one commercial unit of the condominium project.

Unit C and Unit 206 are owned by the same entity, and propose to expand the area of Unit C, thereby reducing the area of Unit 206 by adjusting the ownership line between the units. These units are currently shown on The Lift Lodge At Town Lift Condominium Plat, recorded August 3, 1999, as Entry No. 545622 in the Summit County Recorder's Office.

Units 202 and 302 are each proposing to expand their units into the areas labeled "Amenity Room" on their respective floors. These units are currently shown on the First Amendment To The Lift Lodge At Town Lift Condominium Plat, recorded May 30, 2019, as Entry No. 1111708 in the Summit County Recorder's Office.

RESOLUTION

Resolution No. 22-82

A RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY BETWEEN PARK CITY MUNICIPAL CORPORATION AND HUNTSMAN-CHRISTENSEN TO ACQUIRE A SEGMENT OF THE RIGHT-OF-WAY NECESSARY FOR THE CONSTRUCTION OF THE U-224 BELT ROUTE

WHEREAS, Huntsman-Christensen Corporation, Blaine Huntsman, Ladd Christensen, Park City Depot, Inc., and the Depot partners are the owners of certain real property known as the Depot Property, required by the City for the construction of the U-224 Belt Route, and

WHEREAS, the City is the owner of land adjoining the portion of the Depot Property that is not required for the Belt Route, and

WHEREAS, owners of the Depot Property are willing to convey the necessary property to the City for the Belt Route construction in exchange for a conveyance of a portion of the City-owned land to them which solves some title discrepancies and provides additional land, and other covenants as set forth in the agreement between the parties, and

WHEREAS, the values of the parcels to be exchanged are substantially similar,

NOW THEREFORE, be it resolved by the City Council of Park City, Utah that:

1. The exchange of real property described in detail in the attached contract be, and is hereby approved.

2. The Recorder shall have the appropriate documents necessary to complete the exchange recorded upon execution.

PASSED AND ADOPTED this 3rd day of June, 1982

PARK CITY MUNICIPAL CORPORATION

Mayor John C. Green, Jr.

Attest:

City Recorder

6/3/82(1)

2. Condemnation for Mellow Mountain Road Extension - Tom Clyde, City Attorney, commented that the developers would appreciate it if Council would adopt a Resolution of Condemnation because they are concerned that the belt route construction will prevent them from using the access road they now have. They are sensitive to the planning process going on in that area by other developers. They do need this document available if present negotiations fall through. Arlene Loble explained that the condemnation action has to be taken by the public body, but under the terms of the Nielsen lawsuit, settlement would be fully reimbursable by the purchasers of that property, Aerie Development Company. Tom Clyde explained that the road cannot be built until BLM grants right-of-way in two places. Bill Coleman, "I move we adopt the Resolution of Condemnation for Mellow Mountain Road Extension, simultaneous with the Aerie Development application prepared and submitted by them, for the right-of-way for both BLM properties". Bob Wells seconded. Motion carried.

NEW BUSINESS

Resolution Approving the Land Exchange and Settlement with Huntsman-Christensen Regarding U-224 Belt Route - Bob Wells stated he has not been able to make contact with Huntsman-Christensen regarding the form of the agreement, but the substance of it has orally been agreed to. He suggested approval of the resolution which will enable him to enter into an agreement. Tina Lewis, "I move approval of the Resolution of land exchange and settlement of the Huntsman-Christensen Company regarding the U-224 Belt Route". Helen Alvarez seconded. Motion carried, with Bill Coleman abstaining for the reason of having a security interest in the property.

Bill Coleman moved for adjournment.

* * * * * * * *

MEMORANDUM OF CONVENING EXECUTIVE SESSION
CITY HALL, PARK CITY, UTAH
JUNE 3, 1982

Members Present:	Bill Coleman
(motion to close)	Helen Alvarez
(motion to open)	Helen Alvarez
	Bob Wells
	Mayor Green
Members Absent:	Tina Lewis
	Tom Shellenberger
Also Present:	Arlene Loble, City Manager
	Tom Clyde, City Attorney
Subjects Discussed:	Litigation
	Copperbottom Inn Lawsuit
	Fire District Lawsuit
	Highway Right-of-Way

City Recorder

Prepared by M. R. Olson

AMENDMENT TO AGREEMENT

WHEREAS, Park City Municipal Corporation ("Park City") and Huntsman-Christensen Corporation, and Park City Depot Corporation entered into an Agreement dated June 9, 1982 (the "1982 Agreement") under which Huntsman-Christensen Corp. and Park City Depot Corp. conveyed approximately three acres of land to Park City for the right-of-way for Deer Valley Drive, in consideration of which Park City granted to Huntsman-Christensen certain zoning and regulatory concessions; and

WHEREAS, the benefits under the 1982 Agreement pertain to land (the "Property") retained by Huntsman-Christensen Corp.; and

WHEREAS, the Property is now owned by McIntosh Mill, Ltd. a Utah limited partnership ("McIntosh"); and

WHEREAS, McIntosh received approval for the Town Lift Project ("Project") through approval by Park City of the Town Lift Concept Plan ("Concept Plan") and Master Plan Development ("MPD") for development of the Property and the Concept Plan and MPD restrict building heights below those allowed in the 1982 agreement; and

WHEREAS, development beyond Phase 1 of the Project requires a comprehensive renegotiation of the 1982 Agreement according to the Concept Plan approval of September 5, 1991, and as part of this comprehensive renegotiation, the parties will determine the appropriate level of mitigation necessary to achieve the desired heights for the project, and

WHEREAS, certain disputes and uncertainties have arisen between McIntosh and Park City concerning the interpretation and application of some provisions of the 1982 Agreement with respect to building height on the affected Property; and

WHEREAS, the present parties to the 1982 Agreement now desire to resolve their differences and the uncertainties by amending the 1982 Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained in this agreement and to settle the disputes

concerning interpretation of the 1982 Agreement, the parties agree that the 1982 Agreement is amended as follows:

1. NATURAL GRADE ESTABLISHED. The 1982 Agreement stipulated the elevation of the plane of natural grade on the Property with reference to the east retaining wall on Deer Valley Drive, with the plane of the grade sloping from the top of the east retaining wall to the curb on the east side of Park Avenue. This was depicted on Exhibit H to the 1982 Agreement. The parties hereby agree to strike the original Exhibit H, and replace it with the drawing attached to this Amendment and entitled "Designation of Natural Grade", which lowers the highest elevation of the plane of natural grade from the top of the east retaining wall to the top of the west retaining wall on Deer Valley Drive.

2. STREET CONSTRUCTION. The 1982 Agreement did not address the internal circulation within the Property. Based on the plans prepared by McIntosh, it appears that the following streets need to be constructed and dedicated to the public: (1) Main Street extending from Heber Avenue north through the Property to Ninth Street; (2) Ninth Street extending east form Park Avenue to the extension of Main Street, (3) a new Street connecting from the extension of Main Street east to Deer Valley Drive at the north end of the Property; (4) Seventh Street between Main Street and Park Avenue; and (5) a cul-de-sac extending southeasterly from approximately Seventh Street to access the Redevelopment Agency of Park City ("RDA") and McIntosh properties located south of the subject Property, the final location of which will be determined by the parties at the time site plans for the properties are prepared. These streets, and their widths, are shown on the attached exhibit entitled "Street Plan".

3. PHASING OF STREET CONSTRUCTION.

(a) McIntosh agrees to construct and dedicate the Main Street and Ninth Street extensions (identified as (1) and (3) above) simultaneously with the Phase 1 of the Project.

(b) The parties desire to connect the extension of Main Street to Deer Valley Drive at the northern end of the

Property. McIntosh agrees that it will grant a temporary easement for this connecting road in Phase 1 of the Project and construct this connecting road to a width of 40 feet, prior to, or simultaneously with, the construction of the Phase 2 of the Project. Phase 1 of the Project is shown on the "Street Plan", and consists of three buildings on the east side of extended Main Street. The connection to Deer Valley Drive will be constructed without financial participation by Park City, and dedicated to the public.

(c) The cul-de-sac (referred to in (5) above) will be constructed at a mutually agreeable time in conjunction with development of the RDA parcel, provided that a temporary easement has been granted, and vehicular access will be possible even though the street has not been constructed. In addition to these public streets, McIntosh will grant to the owner of the Avise parcel a 20 foot wide easement over the McIntosh Property (and if necessary, over the proposed cul-de-sac) to connect the Avise Parcel through to Main Street along the new cul-de-sac. When built, this cul-de-sac will be constructed without financial participation by Park City, and dedicated to the public.

(d) The design and ownership of Seventh Street are uncertain at this time. Prior to commencing any construction in phase 2 the design, construction standards and schedule must be approved by Park City. This agreement does not modify any current requirements for Seventh Street.

4. PUBLIC UTILITY EXTENSIONS. In addition to the construction and dedication of the public streets, McIntosh will construct the water, sewer, storm drainage and similar public utilities and improvements necessary for service to the Project as proposed by McIntosh, and also in such capacities as necessary for the proposed uses of the RDA property to the south. Construction

of the utilities will be simultaneous with the construction of the streets in which they are located.

5. PARK CITY'S PARTICIPATION IN INFRASTRUCTURE CONSTRUCTION. Park City agrees to the following:

(a) Park City, acting through the RDA, will pay the total sum of $700,000 toward the construction of the necessary streets through the Property described above. It is expected that the construction will be substantially completed by December 1, 1992.

(b) Park City will appropriate the money in the 1992-93 RDA Budget and hold it in a trust account that will accrue interest. Withdrawals from the account will be made upon the joint signatures of McIntosh and Park City for the sole purpose of paying the costs of construction of the streets and other public improvements shown on the "Street Plan", and as outlined in the construction budget. Payment will be made on the basis of monthly draws for work actually completed, and subject to a retention of 10% until the construction work is complete and accepted by the City Engineer.

(c) The maximum obligation of Park City for the construction of the improvements shown on the Street Plan is $700,000. Prior to construction, the City will determine the costs for construction of public improvements ("Costs") based on engineer's estimate and a contractor's fixed bid contract for the completion of construction, if available. The security required for these public improvements will be the difference between 125% of the Costs and $700,000. McIntosh will secure the difference by a cash escrow or letter of credit as required by Park City ordinance. The difference will be funded by McIntosh simultaneously with Park City funding its share of the obligation.

(d) Upon acceptance of the improvements and right of way dedication by the City Council upon recommendation of the

City Engineer Park City will assume maintenance and management obligations according to standard practice.

6. TEMPORARY PARKING. To the extent its Property is not being used for either actual building or road construction or construction staging, McIntosh agrees that it will lease its vacant Property to Park City for temporary surface parking lots. At its expense, and in conjunction with the paving of the extension of Main Street, McIntosh will grade and gravel an area of approximately 30,000 square feet located north of the base of the Project suitable for parking. This lot will be accessed from Main Street or Ninth Street. Park City will pay McIntosh the sum of $10 annually for the lease of this parking, and indemnify and hold McIntosh harmless from any and all claims and costs arising from the public parking use of this portion of the Property, including reasonable attorney's fees incurred by McIntosh defending any claim. The lease will run from year to year, and is terminable upon notice from McIntosh that it needs the Property. Any landscaping associated with the parking lots will be installed and maintained by Park City at its expense.

7. CONVENTION CENTER SPACE. In subsequent phases of the Project, McIntosh agrees to favorably consider allocating approximately 20,000 square feet of interior space to accommodate a convention center. This convention space will not be Main Street frontage space. Neither party is able to commit to the construction of a convention center at this time, but it is the intent of this provision to evidence a desire to preserve future flexibility to include such a facility in a subsequent phase, provided it does not result in increased costs or delays to McIntosh in the development of the Project.

8. REDEVELOPMENT AGENCY FUNDING. The proposed source of the funds committed by Park City is the Redevelopment Agency of Park City. Park City agrees to cause the RDA to appropriate funds in a manner consistent with this Amendment. The availability of RDA funds is contingent upon obtaining an amendment to the Stipulated Judgment entered by the Third District Court in Board of

Education of the Park City School District v. Redevelopment Agency of Park City, Civil No. 7051, Summit County, Utah. This amendment would raise the present ceiling on tax increment paid to the Main Street Redevelopment Project Area ("Project Area") from $1 million annually to $1.3 million over the remaining life of the Project Area. Park City agrees to use its best efforts to obtain that amendment. The RDA has joined in this Agreement as a party for the purpose of acknowledging the commitment of its funds to the construction of public improvements as detailed above. In any event, Park City agrees that, in the event it does not fund its portion of the infrastructure construction referred to in paragraph 5 on or before August 1, 1992, this Amendment to Agreement shall be null and void and of no further effect.

9. FUTURE IMPROVEMENTS. Park City and the RDA agree to cooperate with improvements in the area adjoining the Property, including stream corridor enhancements and bike path improvements along Silver Creek. McIntosh will enhance the stream corridor on and adjacent to its property with landscaping and park amenities, such as benches. Improvements will be installed along the existing channel without relocating the stream.

Park City's long-range plans for the south end of City Park can accommodate storm run-off from the areas around Main Street including the Project. McIntosh will offer to Park City, a temporary easement on the Project site sufficient to accommodate storm run-off from the first phase of development. Park City will relinquish the easement when storm retention improvements are installed at the south end of City Park or when development is approved that would displace the easement, which ever comes first. The easement is intended to provide an option for storm retention in the event that the Project is not completed and shall have no bearing on approvals of subsequent development phases. Park City will not require McIntosh to construct or pay for any other retention facilities.

10. PROJECT APPROVAL. On April 22, 1992, Park City granted preliminary plat approval of Phase 1 of the project. Since

that time, McIntosh has revised its plans for Phase 1 which have not been reviewed by Park City. Park City will expeditiously review the Phase 1 plans, as revised, and if the plans substantially conform to the approved plans, will review of those plans as a permitted use as called for under the 1982 Agreement. In order to move forward with street construction so that substantial completion before the 1992-93 ski season is reasonably possible, Park City will approve the street design and construction in advance of the approval of the buildings in Phase 1.

11. EMPLOYEE HOUSING. McIntosh agrees to construct or have constructed and manage or have managed residential units which will be offered to employees in Park City under the terms outlined in this agreement ("Obligation"). The Obligation will be established according the following ratio: one unit of employee housing for each 12,500 square feet (net) of commercial space and one unit of employee housing for each 25,000 square feet (net) of residential space constructed in the Project. An employee housing unit is defined as an independent residential unit of at least 650 square feet with at least one bedroom that is regulated to give priority to local employees (demonstrated by current employment in Park City and/or work history in Park City) when the unit is rented or sold. The unit shall be restricted so that this priority is protected for at least 20 years. Actual construction of the units will occur in no more than three phases with the first phase occurring before more than 50,000 square feet (net) of commercial space or more than 150,000 square feet (net) total space is constructed (see examples below). Each phase shall be of a size that would bring the Obligation current with the construction that is completed or has received a building permit. The employee housing units shall be offered for sale or rent at a rate that returns the cost of construction, financing and management but without any profit to McIntosh. The Obligation is contingent upon Park City selling or otherwise making available sufficient land to accommodate the proposed phase of employee housing and approving that phase for construction. This Obligation satisfies all

requirements for this project to provide employee or affordable housing.

EXAMPLES

Phase	**Completed construction or building permits (square feet)** **Commercial**	**Residential**	**Employee units required**
1	50,000	100,000	4 + 4 = 8
2	30,000	135,000	2.4 + 5.4 = 7.8 = 8
Total	80,000	235,000	16

12. POCKET PARK. If McIntosh is able to acquire a leasehold interest in the Utah Power & Light parcel (adjoining the subject Property on the northwest corner, north of Ninth Street) for a nominal consideration, Park City agrees to accept an assignment of that lease and to maintain the area as a pocket park.

13. REMAINDER OF AGREEMENT UNCHANGED. Except as specifically provided in this Agreement, or except as new provisions have been added, the balance of the 1982 Agreement remains in full force and effect in all respects. No additional exactions, impositions, or off-site improvements will be required, provided that McIntosh will pay fees validly imposed by an ordinance of general application in Park City to the extent that such fees are not waived by the 1982 Agreement.

14. SUCCESSORS AND ASSIGNS - NO PARTNERSHIP. The parties and all successors in interest to McIntosh in any portion of the Property are expressly bound by, and are entitled to rely upon, this Amendment to Agreement. No joint venture, association or partnership is created between the parties by this Amendment to Agreement, and the parties expressly agree that the liability of Park City and the RDA is limited to the covenants contained in the 1982 agreement, as amended by this Amendment to Agreement.

15. FURTHER ASSURANCES. The parties recognize that there will be a continuing governmental review process on the Project as construction drawings are submitted for street and

utility designs, building proposals, and architectural design review for compliance with Historic District Design Guidelines. Park City agrees that it will review these items in good faith and that approval will not be unreasonably withheld or delayed.

DATED this 17th day of July, 1992.

PARK CITY MUNICIPAL CORPORATION

By: Bradley A. Olch
Mayor Bradley A. Olch

Attest:

Anita L. Sheldon
Anita L. Sheldon, City Recorder

REDEVELOPMENT AGENCY OF PARK CITY, UTAH

By: Bradley A. Olch
Chairman Bradley A. Olch

Attest:

Anita L. Sheldon
Anita L. Sheldon, Secretary

MC INTOSH MILL, LTD. a Utah limited partnership

By: Harry Reed
Harry Reed, General Partner Park City

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

The foregoing Amendment to Agreement was acknowledged before me this 17th day of July, 1992 by Bradley A. Olch, Mayor of Park City Municipal Corporation.

NOTARY PUBLIC
ANITA L. SHELDON
Box 1451
Park City, Utah 84060
My Comm. Expires Jun. 18, 1995
State of Utah

Anita L. Sheldon
Notary Public

Notary Public

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

The foregoing Amendment to Agreement was acknowledged before me this 17th day of July, 1992 by Bradley A. Olch, Chairman of the Redevelopment Agency of Park City, Utah.

NOTARY PUBLIC
ANITA L. SHELDON
Box 1431
Park City, Utah 84060
My Comm. Expires Jan. 18, 1995
State of Utah

Anita L Sheldon
Notary Public

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

The foregoing Amendment to Agreement was acknowledged before me this 17th day of July, 1992 by Harry Reed, General Partner of McIntosh Mill, Ltd., a Utah limited partnership.

NOTARY PUBLIC
ANITA L. SHELDON
Box 1431
Park City, Utah 84060
My Comm. Expires Jan. 18, 1995
State of Utah

Anita L Sheldon
Notary Public

Lift Lodge At Town Lift - looking southerly

Lift Lodge At Town Lift - looking easterly

Lift Lodge At Town Lift - looking northwesterly

Lift Lodge At Town Lift - looking northerly

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: King's Crown Condominiums Plat
Author: Laura Kuhrmeyer, Planner
Project Number: PL-19-04159
Date: November 13, 2019
Type of Item: Legislative – Condominium Plat

Summary Recommendation
Staff recommends that the Planning Commission review and hold a public hearing for the King's Crown Condominiums located at located at 1271 Lowell Avenue, 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:	CRG Development Partners, LLC represented by Rory Murphy
Location:	1271 Lowell Avenue
Zoning:	Recreation Commercial (RC) District
Adjacent Land Uses:	Trails, skiing, open space, and residential.
Reason for Review:	Condominium Plat applications require Planning Commission public hearing / review / recommendation to the City Council, and City Council public hearing / review / final action

Proposal
This Condominium Plat was previously reviewed by Planning Commission (see May 22, 2019 Packet and Minutes) and City Council (see June 20, 2019 Packet and Minutes) and approved under Ordinance 2019-34. However, before the Condominium Plat was recorded, the Applicant proposed changes to the King's Crown Resubdivision that would affect this proposed Condominium Plat.

The King's Crown Resubdivision First Amended Plat was reviewed by Planning Commission on September 11, 2019 and a unanimous positive recommendation was forwarded to City Council for the October 10, 2019 meeting. During review of the subject application for the King's Crown Condominium Plat, Staff recognized that the proposed internal Lot Line splitting Lot 2 would create non-compliance with Setbacks for Building D. On October 10, 2019, Staff recommended that the City Council approve the proposed King's Crown Resubdivision First Amended Plat but amend it to no longer split Lot 2 into Lots 2A and 2B. The City Council reviewed and approved the Plat according to Staff's recommendation, and Lot 2 was not split.

While Lot 2 is no longer being separated into Lot 2A and Lot 2B, the originally approved King's Crown Condominium Plat still needs to be amended to reflect the additional updates to the proposed Condominium Plat (see Analysis Section Table 1).

Purpose
The purpose of the Recreational Commercial District is found in Land Management Code § 15-2.16-1 Purpose.

Background/Timeline

- January 10, 2018 - Park City Planning Commission approved the King's Crown Master Planned Development / Conditional Use Permit. See staff report/exhibits.
- February 1, 2018 – Park City Council approved the King's Crown Re-Subdivision Plat per Ordinance No. 2018-05, and staff report/exhibit.
- June 13, 2018 – Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development, see staff report/exhibits.
- June 14, 2018 – Summit County recorded the Development Agreement -entry no. 01093392.
- May 16, 2018 – Summit County recorded the Plat – entry no. 1091847.
- August 30, 2018 – Park City Housing Authority approved the Affordable Housing Mitigation Plan, see staff report/exhibits and meeting minutes (page 10).
- March 19, 2019 – Park City Planning Department received a complete application for this Condominium Plat.
- May 22, 2019 – Park City Planning Commission reviews and takes final action on amending the approved Master Planned Development and Conditional Use Permit.
- August 14, 2019 – Park City Planning Department received a complete application for the King's Crown Resubdivision First Amended Plat.
- September 11, 2019 – Park City Planning Commission reviewed the King's Crown Resubdivision First Amended Plat and forwarded a unanimous positive recommendation to City Council for October 10, 2019.
- October 10, 2019 – City Council reviewed and approved the King's Crown Resubdivision First Amended Plat, but removed the additional internal Lot Line in Lot 2.

Analysis
The Updated Applicant Project Description (see Exhibit B) outlines the minor changes to the Condominium Plat. Staff has also included the list below with a short analysis for each change.

Table 1

Proposed Change	Staff Analysis
The Applicant has removed 445 square feet from Unit B401.	This reduces the total Gross Floor Area of Building B, but will not affect the design from the outside.
The Applicant has placed the pool amenity behind Building B rather than inside of Building B. The location behind Building B is similar to the location approved in the MPD/CUP for King's Crown, but does not visually impact the adjoining properties.	This is consistent with the drawings reviewed and approved under the MPD and will not impact surrounding neighbors.
The Applicant has removed 7,140 square feet from the bottom two floors of Building B.	This will result in both reduced excavation and reduced building square footage. The design of the building from the exterior will not be affected.
The Applicant proposed to change the affordable unit in Building B from common space to a private unit. It remains under the same affordable housing guidelines and restrictions.	Changing the Affordable Unit from platted Common Area to a Private Unit will allow the Unit to be sold separately. The unit will remain compliant with the guidelines and restrictions of the Affordable Housing Mitigation Plan.
The Applicant proposes to separate the penthouse unit in Building D into two units. They were combined in the original plat due to a buyer's request that has since been withdrawn. This does not affect the parking or the affordable housing, nor, most importantly, does it change the square footage.	This will not affect the building from the exterior and will not affect Unit Equivalents, parking, affordable housing requirements, or total Gross Floor Area of the Building.

The proposed Condominium Plat memorializes private, common, and limited common area that would that allows the units to be sold individually. The proposed Condominium Plat consists of twenty-six (26) market rate units and one (1) Affordable unit within the King's Crown Building B, C, and D, to be platted as the King's Crown Condominiums. The unit boundaries of each private unit will be set forth on the recorded plat.

The size of the private units within the multi-unit dwelling ranges from 926 – 4,641 square feet. See table below showing the dwelling unit no., private square footage, and limited common area:

Unit #	Unit Square Footage	Limited Common Area Appurtenant With Each Private Unit (deck)
B101	*756*	*366*
B102	1,147	313
B103	1,762	127
B201	1,916	528
B202	1,704	217
B301	2,677	509
B302	1,766	410
B401	3,121	1,100
C101	1,930	222
C102	1,745	342
C201	1,815	584
C202	1,660	223
C301	1,837	314
C302	1,762	229
C401	2,845	1,023
D101	2,286	410
D102	1,260	330
D103	1,261	70
D104	2,050	465
D201	2,123	310
D202	2,506	540
D203	2,497	296
D301	1,988	441
D302	2,298	460
D303	1,806	758
D401	2,500	857
D402	22,18	694
Total Private	**52,876**	

*Note: Unit B101 in *red italics* is a deed-restricted affordable housing unit; the rest are private market rate units.

Common areas include mechanical spaces, internal circulation, parking garage and circulation, swimming pool, spa, gym area, entertainment area, exterior walls and internal bearing walls/columns, footing and foundation, roof, etc. Limited common areas include several exterior decks throughout the three (3) buildings.

Good Cause
Staff finds good cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.

Process
The approval of this Condominium Plat application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code § 15-1-18.

Department Review
This project has gone through interdepartmental review. No further issues were brought up at that time.

Notice
On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 26, 2019, according to requirements of the LMC.

Public Input
No public input has been received at the time of this report.

Alternatives
- The Planning Commission may forward a positive recommendation to the City Council for the proposed Condominium Plat, as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the proposed Condominium Plat, and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the proposed Condominium Plat, and request additional information or analysis in order to make a recommendation.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of Not Taking Recommended Action
Once the building is finished the property owner would not be able to sell each unit individually.

Summary Recommendation
Staff recommends that the Planning Commission review and hold a public hearing for the King's Crown Condominiums located at located at 1271 Lowell Avenue, 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

Attachment 1 – Proposed Condominium Plat

Exhibit B: Updated Applicant's Project Description

Exhibit C: Survey

Exhibit D: Aerial Photograph

Exhibit E: Site Photographs

Exhibit F: King's Crown Resubdivision Plat (recorded)

Exhibit G: Proposed King's Crown Resubdivision First Amended Plat

Exhibit A – Draft Ordinance

Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE KING'S CROWN CONDOMINIUMS PLAT, LOCATED AT 1271 LOWELL AVENUE, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 1271 Lowell Avenue have petitioned the City Council for approval of the Condominium Plat; and

WHEREAS, on October 26, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on October 30, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on the Condominium Plat; and

WHEREAS, the Planning Commission on November 13, 2019, forwarded a recommendation to the City Council; and,

WHEREAS, on November 21, 2019, the City Council held a public hearing to receive input on the Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the King's Crown Condominiums Plat, located at 1271 Lowell Avenue.

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

SECTION 1. APPROVAL. The King's Crown Condominiums Plat 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 site is located at 1271 Lowell Avenue, Lot 2 of the King's Crown Re-Subdivision.
2. The site is located within the Recreation Commercial District.
3. On January 10, 2018 the Park City Planning Commission approved the King's Crown Master Planned Development and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
4. On February 1, 2018 the Park City Council approved the King's Crown Re-Subdivision Plat per Ordinance No. 2018-05.
5. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.

6. On June 14, 2018 Summit County recorded the Development Agreement -entry no. 01093392.
7. On May 16, 2018 Summit County recorded the King's Crown Re-Subdivision Plat – entry no. 1091847.
8. On August 30, 2018 the Park City Housing Authority approved the King's Crown Affordable Housing Mitigation Plan.
9. On March 19, 2019 the Park City Planning Department received a complete Condominium Plat.
10. On May 22, 2019 the Planning Commission amended the MPD and CUP.
11. On August 14, 2019, the Planning Department received a complete application for this Condominium Plat.
12. On September 22, 2019, the Planning Commission reviewed the King's Crown Resubdivision First Amended Plat and forwarded a unanimous positive recommendation to Council.
13. On October 10, 2019, the City Council reviewed and approved the King's Crown Resubdivision First Amended Plat, but removed the additional internal Lot Line splitting Lot 2 into Lot 2A and Lot 2B.
14. The proposed Condominium Plat memorializes common, limited common, and private areas that would that allows the units to be sold individually.
15. The proposed Condominium Plat consists of twenty-six (26) market rate units, and one (1) Affordable unit within the King's Crown Building B, C, and D, to be platted as King's Crown Condominiums.
16. The unit boundaries of each private unit would be set forth on the recorded plat.
17. The size of the private units within the multi-unit dwelling ranges from 1,160 – 4,869 square feet.
18. Common areas include mechanical spaces, internal circulation, parking garage and circulation, swimming pool, spa, gym area, entertainment area, exterior walls and internal bearing walls/columns, footing and foundation, roof, etc.
19. Limited common areas include several exterior decks throughout the three (3) buildings.
20. The recordation of this Condominium Plat would allow the applicant to sell each unit.
21. There is Good Cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.
22. The analysis section of the staff report is incorporated herein.

Conclusions of Law:

1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the Park City Land Management Code and applicable State law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium 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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, King's Crown Re-Subdivision Plat (Ordinance No. 2018-05 and Ordinance No. 2019-51), and amended Housing Mitigation Plan shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 21st day of November, 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

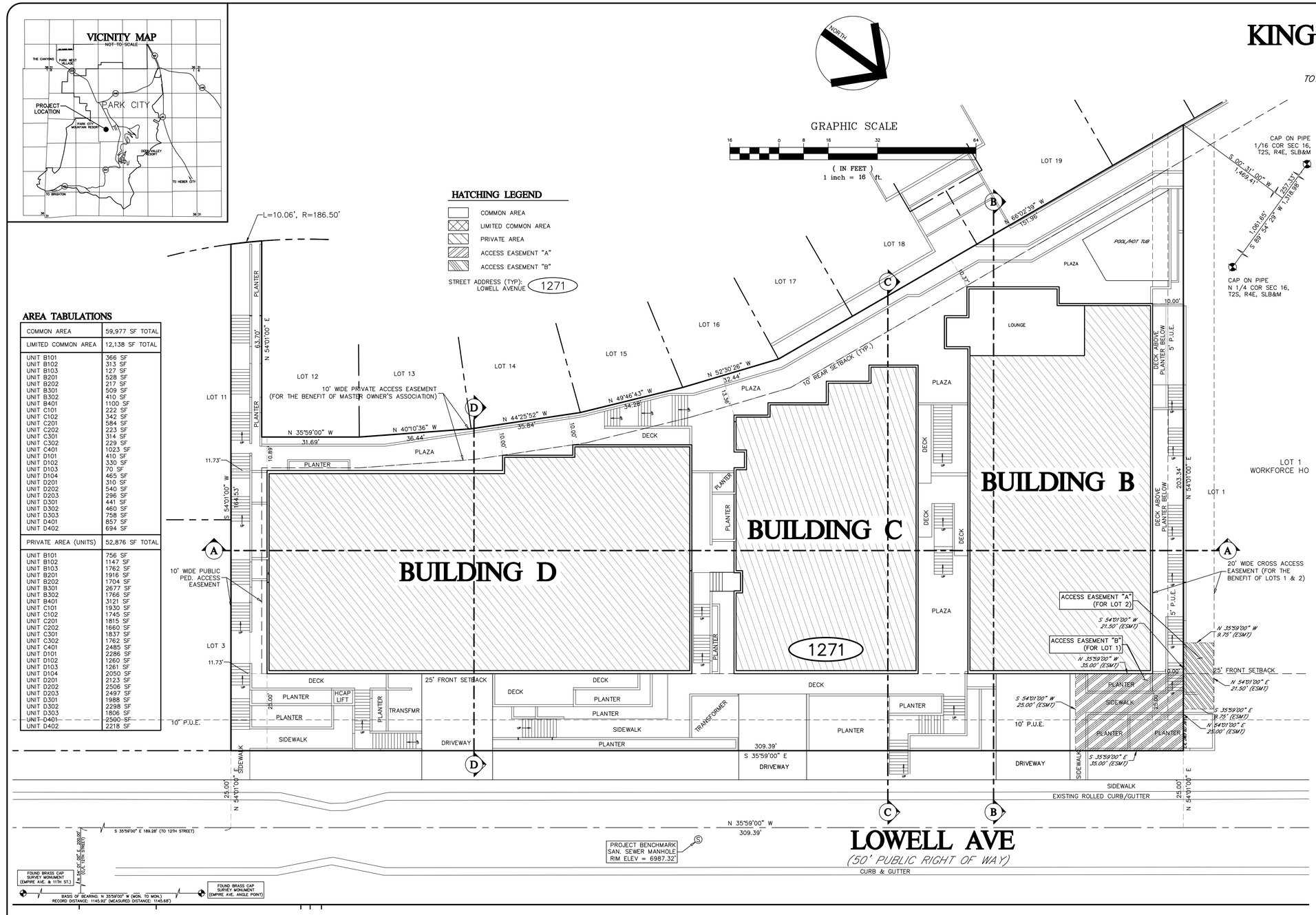
_____
Mark Harrington, City Attorney

CONDOMINIUM PLAT

KING'S CROWN CONDOMINIUMS

– A UTAH CONDOMINIUM PROJECT –

A CONDOMINIUM PROJECT LOCATED WITHIN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



AREA TABULATIONS

COMMON AREA	59,977 SF TOTAL
LIMITED COMMON AREA	12,138 SF TOTAL
UNIT B101	366 SF
UNIT B102	313 SF
UNIT B103	127 SF
UNIT B201	528 SF
UNIT B202	217 SF
UNIT B301	509 SF
UNIT B302	410 SF
UNIT B401	1100 SF
UNIT C101	222 SF
UNIT C102	342 SF
UNIT C201	584 SF
UNIT C202	223 SF
UNIT C301	314 SF
UNIT C302	229 SF
UNIT C401	1023 SF
UNIT D101	410 SF
UNIT D102	330 SF
UNIT D103	70 SF
UNIT D104	465 SF
UNIT D201	310 SF
UNIT D202	540 SF
UNIT D203	296 SF
UNIT D301	441 SF
UNIT D302	460 SF
UNIT D303	758 SF
UNIT D401	857 SF
UNIT D402	694 SF
PRIVATE AREA (UNITS)	52,876 SF TOTAL
UNIT B101	756 SF
UNIT B102	1147 SF
UNIT B103	1762 SF
UNIT B201	1916 SF
UNIT B202	1704 SF
UNIT B301	2677 SF
UNIT B302	1766 SF
UNIT B401	3121 SF
UNIT C101	1930 SF
UNIT C102	1745 SF
UNIT C201	1815 SF
UNIT C202	1660 SF
UNIT C301	1837 SF
UNIT C302	1762 SF
UNIT C401	2485 SF
UNIT D101	2286 SF
UNIT D102	1260 SF
UNIT D103	1261 SF
UNIT D104	2050 SF
UNIT D201	2123 SF
UNIT D202	2506 SF
UNIT D203	2497 SF
UNIT D301	1988 SF
UNIT D302	2298 SF
UNIT D303	1806 SF
UNIT D401	2500 SF
UNIT D402	2218 SF

LEGAL DESCRIPTION

LOT 2, KING'S CROWN RE-SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

CONTAINS: 41,773.16 SQUARE FEET (0.9590 ACRES) MORE OR LESS.

NOTES:

1. BASIS OF BEARING: NORTH 35°59'00" WEST BETWEEN FOUND AND ACCEPTED EMPIRE AVENUE SURVEY MONUMENTS, AS SHOWN HEREON.
2. PROJECT BENCHMARK ELEVATION = 6987.32'. SANITARY SEWER MANHOLE RIM IN LOWELL AVENUE, AS SHOWN HEREON.
3. THIS PLAT REPRESENTS A CONDOMINIUM CONVERSION OF LOT 2, "KING'S CROWN RE-SUBDIVISION", ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, ENTRY NUMBER 1091847.
4. COVENANTS, CONDITIONS, RESTRICTIONS, REQUIREMENTS, EASEMENTS, OR ANY ITEMS PREVIOUSLY ASSOCIATED WITH THE PROPERTY DESCRIBED HEREON REMAIN IN EFFECT. ALL REQUIREMENTS SET FORTH TO THIS CONDOMINIUM CONVERSION ARE IN ADDITION TO PREVIOUSLY ASSOCIATED ITEMS.
5. THE UNITS OF THIS CONDOMINIUM PLAT ARE SERVED BY PRIVATE LATERAL WASTEWATER LINES THAT CROSS THE COMMON AREA. "THE KING'S CROWN CONDOMINIUM OWNERS ASSOCIATION" SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF THE PRIVATE LATERAL WASTEWATER LINES WITHIN THE COMMON AREA.
6. COMMON AREAS WITHIN THE PLAT ARE DEDICATED FOR PRIVATE UTILITIES, INCLUDING PRIVATE LATERAL WASTEWATER LINES.
7. BUILDING DEPARTMENT APPROVAL OF A FIRE SPRINKLER PLAN IS REQUIRED.
8. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2019-34.
9. ALL CONDITIONS OF APPROVAL OF THE AMENDED MASTER PLAN NED DEVELOPMENT, CONDITIONAL USE PERMIT, KING'S CROWN RE-SUBDIVISION PLAT ORDINANCE NO. 2018-05, AND AMENDED HOUSING MITIGATION PLAN SHALL CONTINUE TO APPLY.
10. UNIT MEASUREMENTS SHOWN HEREON ARE FINISHED SURFACE OF INSIDE WALL TO FINISHED SURFACE OF INSIDE WALL (ON SHEETS 2-4).

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT BY THE VIRTUE OF A CORPORATE RESOLUTION, CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE "KING'S CROWN CONDOMINIUMS", DOES HEREBY CERTIFY THAT WE HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT. ALSO, THE OWNERS, OR HIS/HER REPRESENTATIVES, HEREBY CERTIFY THAT THE BUILDINGS CONTAINING UNITS SHOWN ON THIS PLAT, UNDER CONSTRUCTION AT THE TIME THE PLAT IS RECORDED, WILL, WHEN COMPLETED, BE AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20__.

_____
RORY MURPHY, MANAGER
CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

PERSONALLY APPEARED BEFORE ME THIS _____ DAY OF _____, 2019 THE FOLLOWING: RORY MURPHY, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS MANAGER OF CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND ON BEHALF OF SAID CORPORATION AND THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

RESIDING IN _____

LIEN HOLDER CONSENT

ON THE _____ DAY OF _____ 20____, CRG DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, ENTERED INTO A DEED OF TRUST WITH **BANK OF AMERICAN FORK, A DIVISION OF PEOPLE'S INTERMOUNTAIN BANK**, WHICH DEED OF TRUST IS SECURED BY THE PROPERTY MORE PARTICULARLY DESCRIBED IN THE ABOVE IDENTIFIED DEED OF TRUST. SAID DEED OF TRUST WAS RECORDED ON AUGUST 3, 2018, AS ENTRY NO. 1096168 IN BOOK 2473 AT PAGE 1083 IN THE OFFICIAL RECORDS OF THE SUMMIT COUNTY RECORDER'S OFFICE.

BANK OF AMERICAN FORK IS FULLY AWARE THAT **CRG DEVELOPMENT, LLC** IS IN THE PROCESS OF RECORDING A PLAT CREATING A PROJECT KNOW AS **"KING'S CROWN CONDOMINIUMS"** AND **BANK OF AMERICAN FORK** HEREBY CONSENTS TO THE RECORDING OF THE PLAT FOR ALL PURPOSES SHOWN THEREON.

DATED THIS ____ DAY OF _____, 2019.

BANK OF AMERICAN FORK

BY: _____
PRINT NAME: IVAN WARNER
TITLE: VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF _____)

ON THIS _____ DAY OF _____ 2019, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED **IVAN WARNER**, THE **VICE PRESIDENT** OF **BANK OF AMERICAN FORK** PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THE FOREGOING LIEN HOLDER'S CONSENT REGARDING THE **KING'S CROWN CONDOMINIUMS** AND WAS SIGNED BY HIM ON BEHALF OF SAID **BANK OF AMERICAN FORK** AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

RESIDING IN _____

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW AND AS SPECIFIED IN SECTION 57-8-13 OF CHAPTER 8, CONDOMINIUM OWNERSHIP ACT. UTAH CODE TITLE 57. REAL ESTATE.

STATE OF UTAH — GREGORY R. WOLBACH — NO. 187788 — PROFESSIONAL LAND SURVEYOR

_____ DATE: _____
GREGORY R. WOLBACH

SHEET 1 OF 4
PLOT DATE: OCTOBER 9, 2019
DRAWING: KC-LOT2-CONDO-FP-R.dwg
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Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
P.O. Box 2861 * Park City * Utah * 84060
Phone: 801.557.5482
E-mail: amoran@evergreen-eng.com

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2019.

_____
CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ AD 2019.

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 22ND DAY OF MAY A.D. 2019.

_____
CHAIR

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2019.

_____
CITY ATTORNEY

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 20TH DAY OF JUNE A.D. 2019

_____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

_____
CITY RECORDER

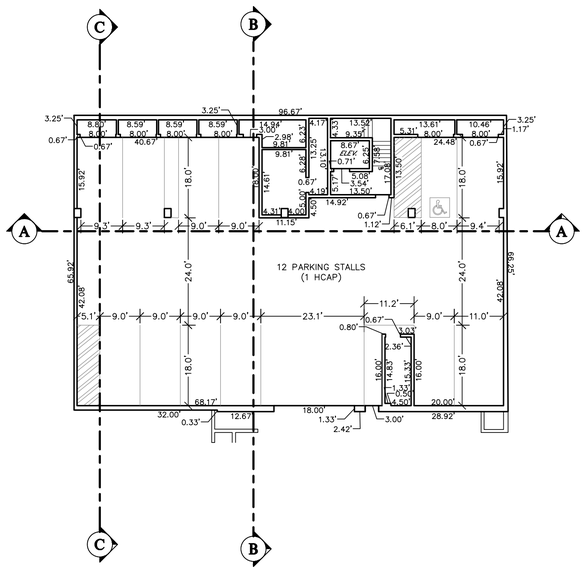
RECORDED

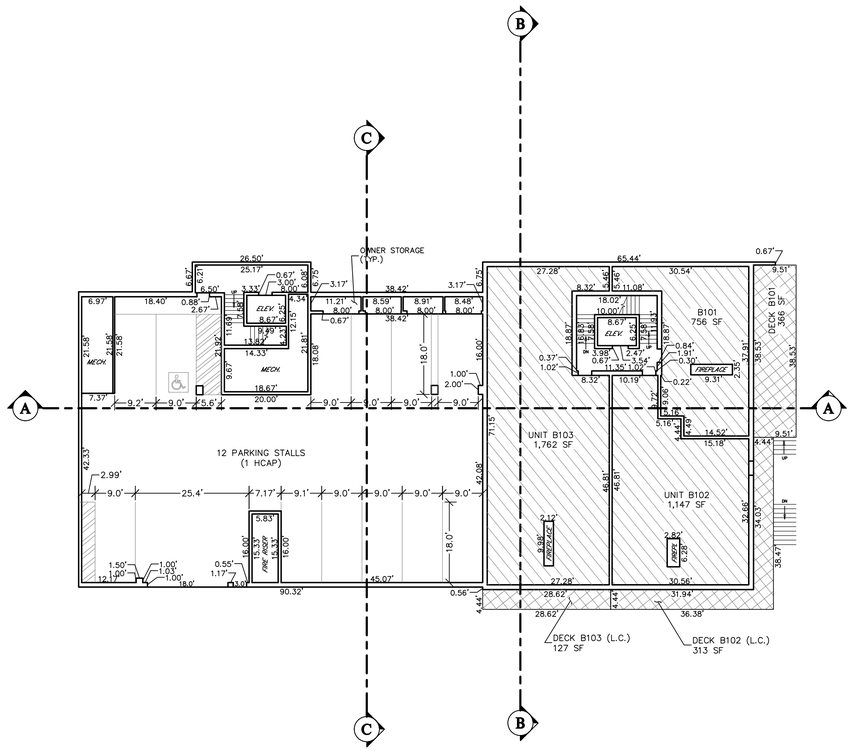
Nº. _____ .
STATE OF _____ .
COUNTY OF _____ .
RECORDED AND FILED AT THE REQUEST OF:

_____
COUNTY RECORDER

LEVEL 1

BUILDING B
PARKING LEVEL

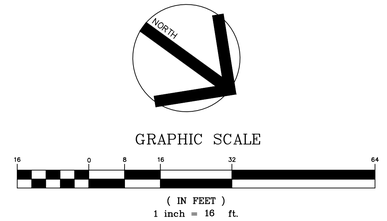




LEVEL 2

BUILDING B
UNITS B101, B102, B103

BUILDING C
PARKING LEVEL

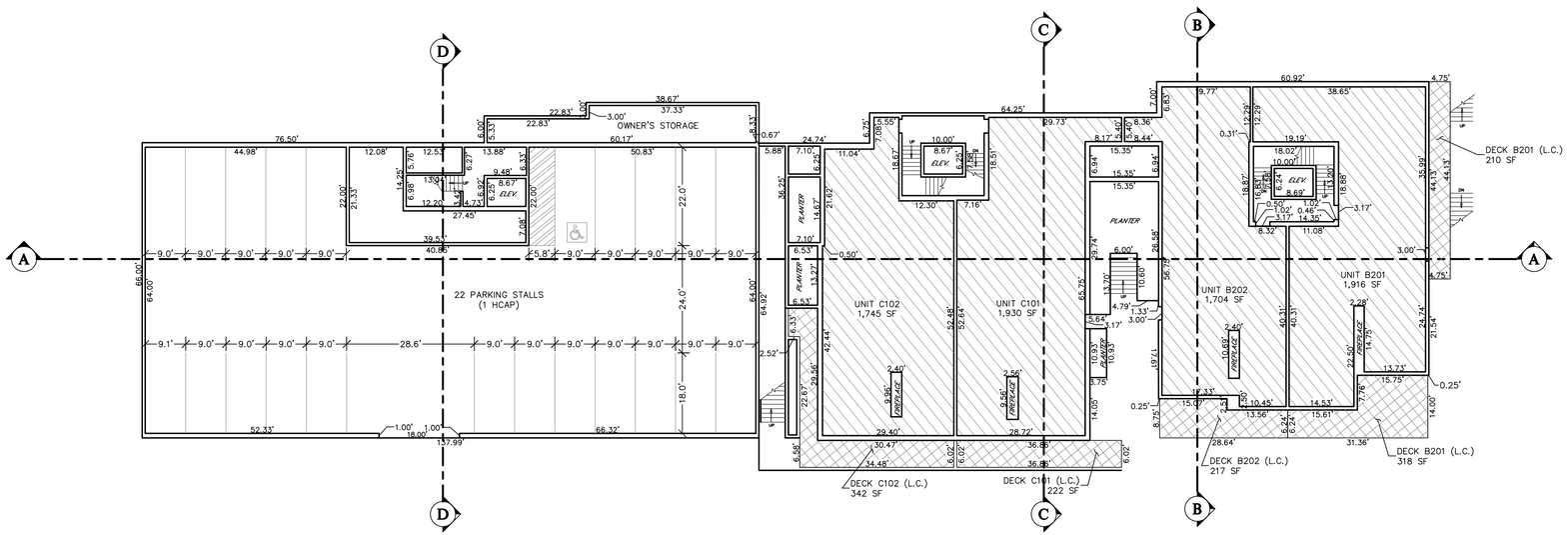


LEVEL 3

BUILDING B
UNITS B201, B202

BUILDING C
UNITS C101, C102

BUILDING D
PARKING LEVEL



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

PLOT DATE: OCTOBER 9, 2019

RECORDED
NO. _____
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
_____ _____
FEES CITY RECORDER

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: 801-557-5482
E-mail: amoran@evergreen-eng.com

REVISIONS
DATE | BY | COMMENTS

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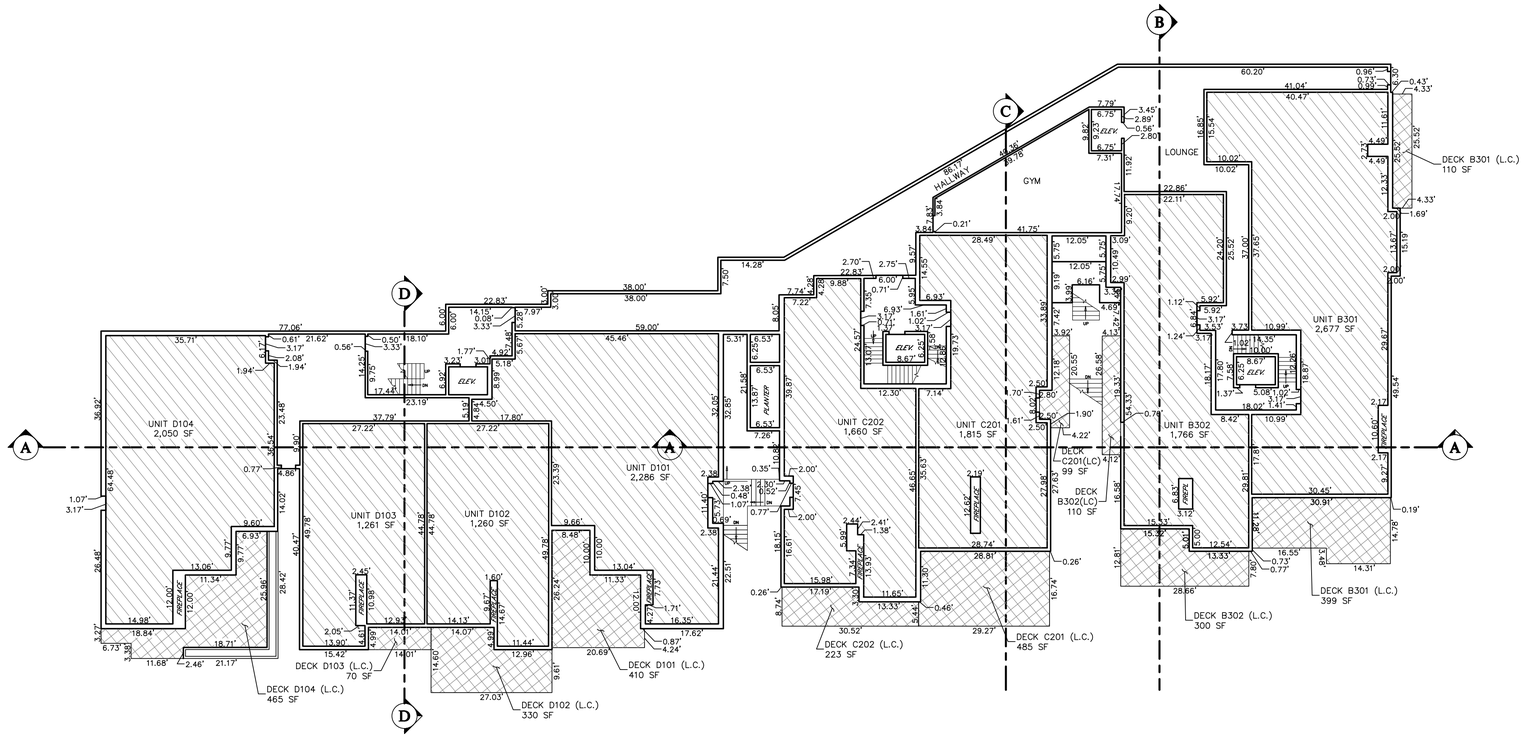
STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

DESIGNED BY: WOW
DRAWN BY: ADM
CHECKED BY: ADM

KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 1, 2 & 3

FOR: CRG PARTNERS
DWG: KC-LOT2-CONDO-FP
JOB NO: 1626

SHEET 2 OF 4

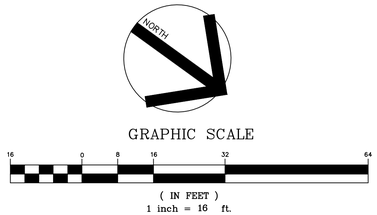


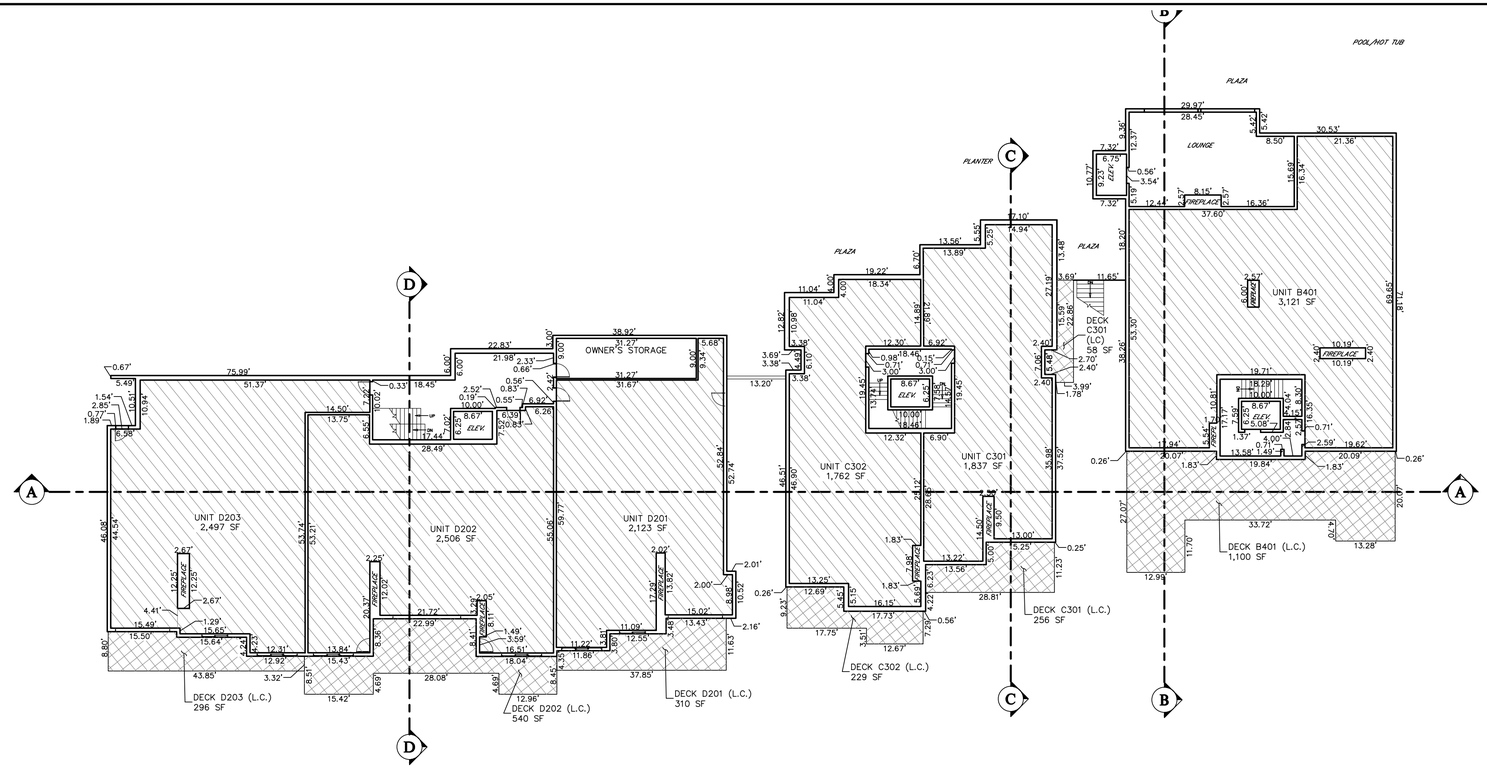
LEVEL 4

BUILDING B
UNITS B301, B302

BUILDING C
UNITS C201, C202

BUILDING D
UNITS D101, D102, D103, D104





LEVEL 5

BUILDING B
UNITS B401

BUILDING C
UNITS C301, C302

BUILDING D
UNITS D201, D202 & D203

HATCHING LEGEND
- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

PLOT DATE: OCTOBER 9, 2019

RECORDED
NO. _____
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FEES _____ CITY RECORDER

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City, Utah • 84060
Phone: 801-557-5482
E-mail: amoran@evergreen-eng.com

REVISIONS
DATE | BY | COMMENTS

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STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

DESIGNED BY: WOW
DRAWN BY: ADM
CHECKED BY: ADM

KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 4 & 5

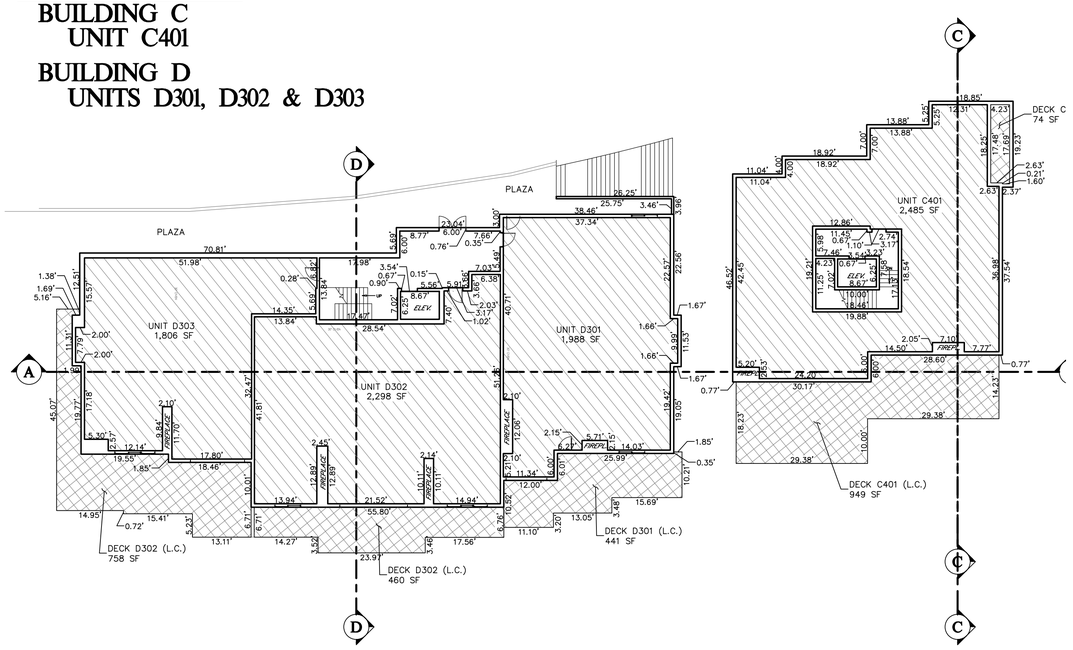
JOB NO. 1626
SVC: KC-LOT2-CONDO-FP
FOR: CRG PARTNERS

SHEET 3 OF 4

LEVEL 6

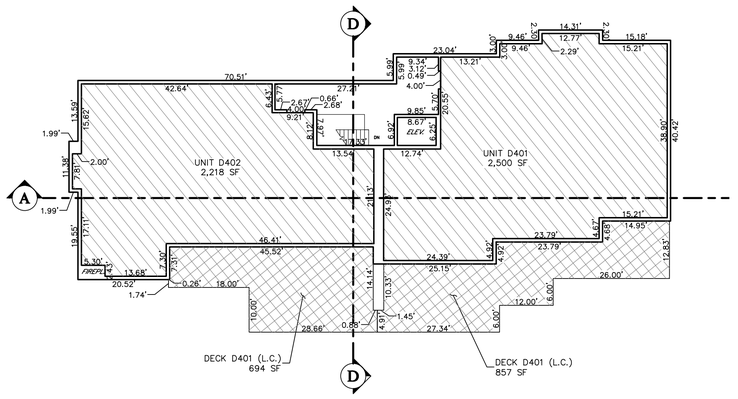
BUILDING C
UNIT C401

BUILDING D
UNITS D301, D302 & D303

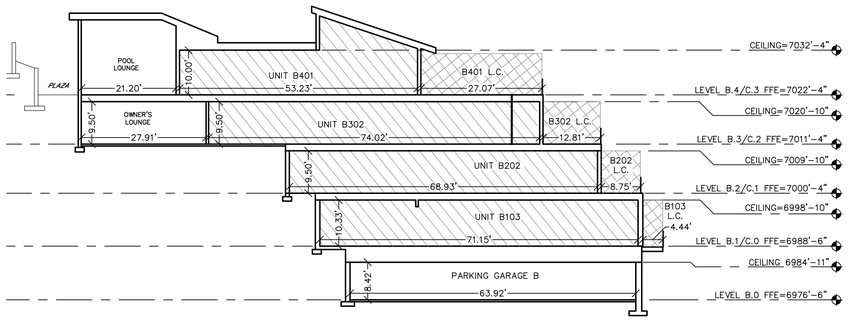


LEVEL 7

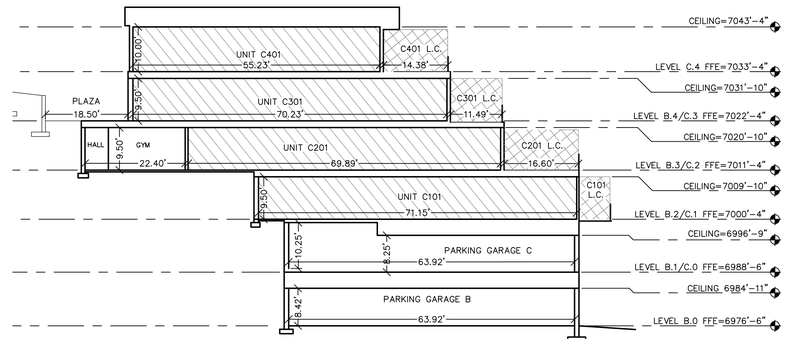
BUILDING D
UNIT D401



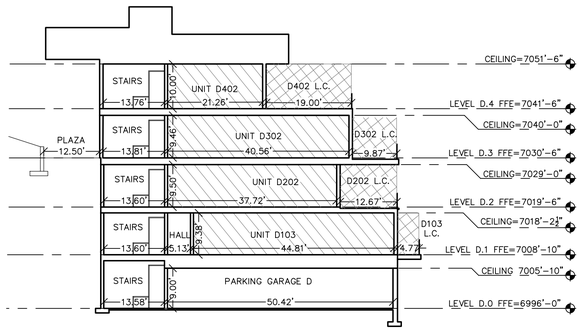
BUILDING B CROSS SECTION



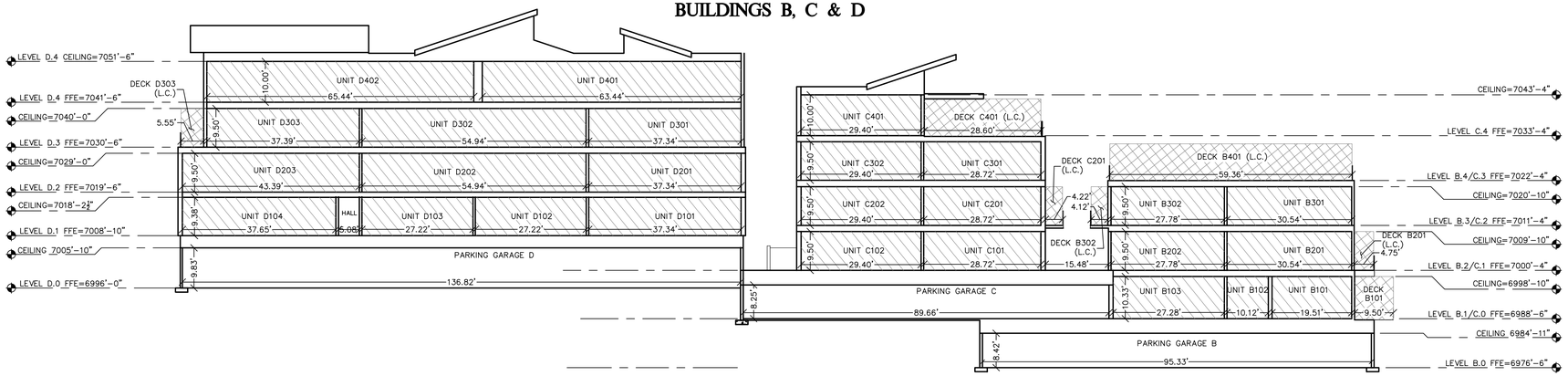
BUILDING C CROSS SECTION



BUILDING D CROSS SECTION



BUILDINGS B, C & D



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

PLOT DATE: OCTOBER 9, 2019

RECORDED
NO. _____
DATE _____
STATE OF _____
CITY OF _____
RECORDED AT THE REQUEST OF _____
FEES _____ CITY RECORDER

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: 801-557-5482
E-mail: amoran@evergreen-eng.com

REVISIONS

DATE	BY	COMMENTS

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STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

DESIGNED BY: WOW
DRAWN BY: ADM
CHECKED BY: ADM

KING'S CROWN CONDOMINIUMS
FLOOR PLANS - LEVELS 6 & 7
BUILDING CROSS-SECTIONS

JOB NO. 1626
DWG: KC-LOT2-CONDO-FP
FOR: CRG PARTNERS

SHEET 4 OF 4

September 17, 2019

Laura Kuhrmeyer, Planner 1
Park City Planning Department
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1450
Park City, Utah 84060

RE: Condominium Plats for King's Crown Condominiums

Laura,

As we discussed, CRG Development, LLC has submitted the condominium plats for the King's Crown Condominiums in two phases instead of the one plat which was previously approved. The new plat submittals are, with minor changes, the same as the previously approved plat. The major difference is that it is now in two phases instead of one. The changes from the previously approved plat are as follows:

1. Buildings B and C are now in a Phase 1 Plat and Building D is in a Phase 2 Plat.

2. We've removed 445 sf from Unit B401

3. We've placed the pool amenity behind Building B rather than inside of Building B. The location behind Building B is similar to the location approved in the MPD/CUP for King's Crown, but does not visually impact the adjoining properties.

4. We've removed 7,140 sf from the Building B bottom two floors. This will result in far less excavation and significantly less building square footage.

5. We are requesting zero setbacks between Buildings C and D to allow for the stairways, parking and access areas to be seamless between the buildings. The buildings were designed to work in harmony together and the stairways, parking and access areas are designed to work in conjunction with one another.

6. There is a two-foot cross-easement between Buildings C and D to allow for footings decks and walls to be constructed as designed.

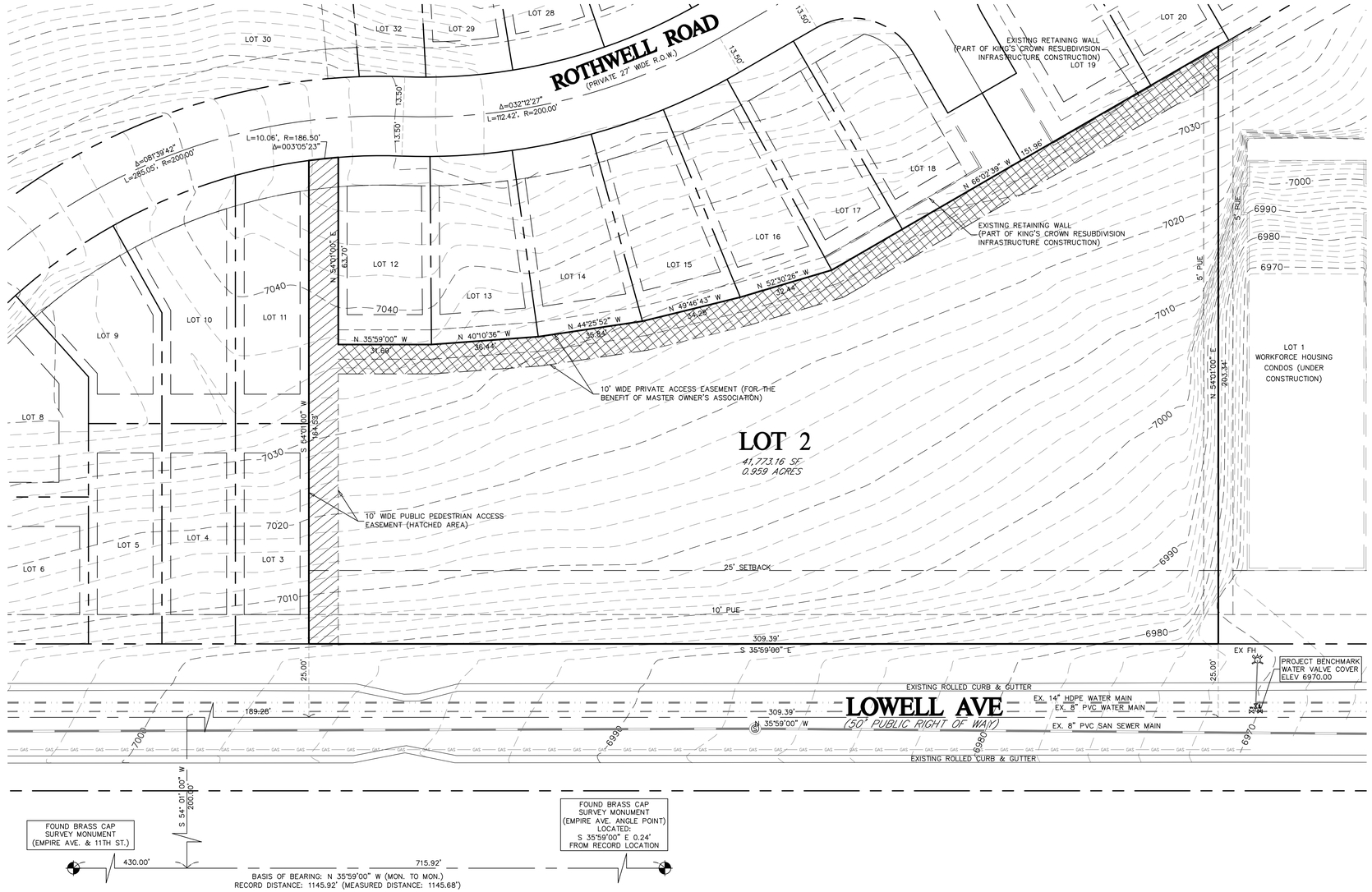
7. The affordable unit in Building B has been changed from common space to a unit. It remains under the same affordable housing guidelines and restrictions.

8. We are separating the penthouse unit in Building D into two units. We had combined them in the original plat due to a buyer's request that has since been withdrawn. This does not affect the parking or the affordable housing, nor, most importantly, does it change the square footage whatsoever.

The applicant is respectfully asking for permission to make these changes to its approved plat. We appreciate your consideration of our request and are available answer any questions, comments or concerns you may have.

Sincerely,

Rory Murphy
453-640-5068



NORTH

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

HATCHING LEGEND

PUBLIC PEDESTRIAN ACCESS EASEMENT

PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)

NARRATIVE

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
3. PURPOSE OF SURVEY: DEFINE EXISTING CONDITIONS OF PROPERTY FOR DEVELOPMENT
4. THE ENTIRE KING'S CROWN RESUBDIVISION IS UNDER CONSTRUCTION WITH MAJOR GRADING BEING DONE ON A DAILY BASIS. TOPOGRAPHIC DATA SHOWN HEREON MAY NOT BE COMPLETELY ACCURATE.
5. CONTOURS SHOWN HEREON ARE TAKEN FROM FIELD DATA OBTAINED BY EVERGREEN ENGINEERING IN 2017 – 2019. SOME CONSTRUCTION STAKING DATA HAS BEEN USED TO INTERPOLATE BETWEEN CURRENT SITE CONDITIONS AND SITE CONDITIONS PRIOR TO THE START OF CONSTRUCTION FOR THE OVERALL SUBDIVISION.
6. SURVEY REQUESTED BY: MR. RORY MURPHY.
7. SETBACKS PER MPD APPROVAL – ON FILE WTIH PARK CITY MUNICIPAL CORPORATION PLANNING DEPARTMENT.
8. FEMA FLOOD ZONE DESIGNATION: "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. FEMA FLOOD INSURANCE RATE MAP NUMBER 49043C0919C.
9. THERE ARE NO BUILDINGS, STRUCTURES OR ABOVE GRADE IMPROVEMENTS, LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY AS DESCRIBED AND SHOWN HEREON.
10. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS OR ENCUMBRANCES LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY AS DESCRIBED HEREON.
11. ALL BEARINGS AND DISTANCES SHOWN WERE MEASURED AND ARE EQUIVALENT TO THE RECORD BEARINGS AND DISTANCES.
12. ALTERATION OF ANY SURVEY DATA SHOWN HEREON WITHOUT THE SURVEYORS CONSENT MAKES THIS SURVEY INVALID.

LEGAL DESCRIPTION

LOT 2, KING'S CROWN RESUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (ENTRY #1091847).

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.
I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

Gregory R. Wolbach
GREGORY R. WOLBACH

March 11, 2019
DATE

PLOTTED: MARCH 11, 2019

Evergreen Engineering, Inc.
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: (435) 649-4667 • Fax: (435) 649-9219
E-mail: office@evergreen-eng.com

REVISIONS

DATE	BY	COMMENTS

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DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: ADM

KING'S CROWN RESUBDIVISION, LOT 2
EXISTING CONDITIONS PLAN

FOR: CRG DEVELOPMENT, LLC
DWG: LOT2-TOPO
JOB NO. 1626

SHEET 1 OF 1

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: (801) 557-5482
E-mail: onorton@evergreen-eng.com

REVISIONS		
DATE	BY	COMMENTS

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DESIGNED BY: ADM
DRAWN BY: ADM
CHECKED BY: ADM

KINGS CROWN RESUBDIVISION, LOT 30 TOWNHOME CONDOMINIUMS
EXISTING AERIAL PHOTO

FOR: CRH PARTNERS
DWG: CROWNHOME-SITE
JOB NO. 1626

SHEET 1 OF 1

PLOTTED: FEBRUARY 28, 2019

CAUTION
PARALLEL PARKING ONLY

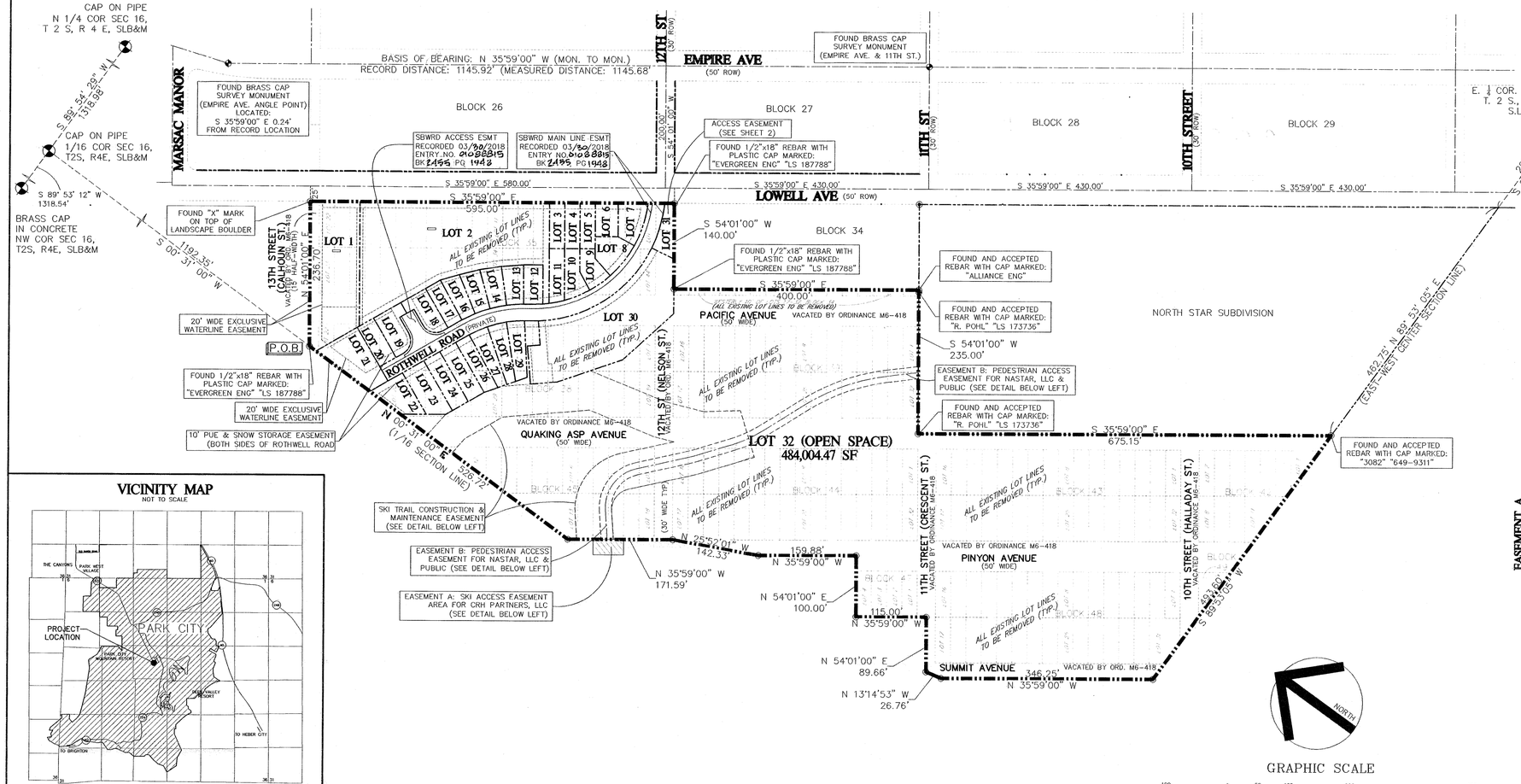
RATOS

HUMPTY
DUMPSTERS
435-336-JUNK

SUZUKI
SUZUKI
WWW.CHRISTOPHERKIA.COM

KING'S CROWN RE-SUBDIVISION
(A 32 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

EASEMENT DETAIL

NARRATIVE

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. SURVEY MONUMENTS: FOUND IN PLACE OR PLACED AT ALL EXTERIOR CORNERS OF THE BOUNDARY OF THE PROPERTY, AS SHOWN HEREON.
3. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
4. ALL LOT AND BLOCK LINES OF BLOCKS 34, 35, 38, 39, 42-45 (INCLUSIVE), 48 AND 49 SHALL BE REMOVED. LOT LINES OF BLOCK 47, LOTS 1-4 SHALL ALSO BE REMOVED.
5. VACATED ROADS (RIGHTS OF WAY) LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY, WERE VACATED BY ORDINANCE M6-418. THESE INCLUDE: 10TH STREET (HALLADAY ST.), 11TH STREET (CRESCENT ST.), 12TH STREET (NELSON ST.), 13TH STREET (CALHOUN ST.), PACIFIC AVENUE, QUAKING ASP AVENUE, PINYON AVENUE AND SUMMIT AVENUE.
6. ROTHWELL ROAD IS A PRIVATE ROAD
7. SEE SHEET 2 FOR DETAILED INFORMATION ON LOTS 1-31, AS WELL AS ADDITIONAL EASEMENT INFORMATION
8. UPON RECORDATION OF THIS PLAT, A RECREATION USE EASEMENT IS CREATED OVER ALL OF LOT 32 FOR TRAIL INSTALLATION & MAINTENANCE.
9. DRY UTILITY INFRASTRUCTURE MUST BE LOCATED ON THE PROPERTY AND SHOWN ON THE BUILDING PLANS PRIOR TO BUILDING PERMIT ISSUANCE TO ENSURE THAT UTILITY COMPANIES VERIFY THAT THE AREA PROVIDED FOR THEIR FACILITIES ARE WABLE AND THAT EXPOSED METERS AND BOXES CAN BE SCREENED WITH LANDSCAPING.
10. THE PROJECT IS OVER 1.0 ACRES AND WILL BE REQUIRED TO MEET THE REQUIREMENTS OF PARK CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORM-WATER PROGRAM
11. MODIFIED 13-D SPRINKLERS WILL 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 TO RECORD/ATTEST.
12. DEVELOPMENT ON EACH SFD LOT IS LIMITED TO ONE (1) SINGLE-FAMILY DWELLING
13. AT THE TIME OF RESURFACING OF ROTHWELL ROAD, THE MASTER OWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
14. LOTS 11-21 MAY REQUIRE A PRIVATELY OWNED AND OPERATED WASTEWATER EJECTOR PUMP FOR WASTEWATER SERVICE

15 DUE TO THE PROXIMITY OF WATER SERVICES TO THE WATER TRANSMISSION LINE AND THE RESULTING POTENTIAL FOR ASSOCIATED WATER PRESSURE FLUCTUATIONS, INDIVIDUAL PRESSURE SURGE TANKS MAY BE REQUIRED FOR BUILDINGS ON BACK LOT.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

STATE OF UTAH
3-29-18
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

GREGORY R. WOLBACH — DATE: MARCH 29, 2018

BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET) AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY. SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF WAY OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE SKI ACCESS EASEMENT OVER THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

EASEMENT A

EASEMENT B: PEDESTRIAN ACCESS EASEMENT FOR NASTAR, LLC & PUBLIC

A 20.00 FOOT WIDE EASEMENT, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 39, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN EXISTING FOOT PATH THE FOLLOWING NINE (9) COURSES: 1) NORTH 43°00'27" WEST 52.04 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, 2) 144.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02'12", 3) NORTH 68°02'39" WEST 80.24 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 4) 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'27", 5) NORTH 52°56'12" WEST 61.51 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 6) 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'09", 7) NORTH 48°23'03" WEST A DISTANCE OF 84.86 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE TO THE LEFT, 8) 92.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°30'18", 9) SOUTH 50°06'39" WEST A DISTANCE OF 48.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, AND TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS **"KING'S CROWN RE-SUBDIVISION"**, CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS SUBDIVISION PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT.
ALSO, THE OWNER, OR HIS/HER REPRESENTATIVES, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY, ALL THE LAND FOR LOCAL GOVERNMENT USES, EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. THE OWNER ALSO DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE PRIVATE DRIVE AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID **"KING'S CROWN RE-SUBDIVISION"**.

CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY. BY: RORY MURPHY, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

ON THIS 29th DAY OF March, 2018, PERSONALLY APPEARED BEFORE ME, RORY MURPHY, 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/SHE IS THE MANAGER OF CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID RORY MURPHY ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC — MY COMMISSION EXPIRES: 4/8/2019 — RESIDING IN SUMMIT COUNTY, STATE UT

STEFANIE BOWEN
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires April 8, 2019
COMMISSION NUMBER 692963

SIGNING IN A REPRESENTATIVE CAPACITY: AN AUTHORIZED OFFICER, AGENT, PARTNER, TRUSTEE, MEMBER OR OTHER REPRESENTATIVE MAY SIGN ON BEHALF OF THEIR REPRESENTATIVE BUSINESS, BE IT A CORPORATION, PARTNERSHIP, TRUST, LIMITED LIABILITY COMPANY OR OTHER ENTITY PROVIDING THEY HAVE BEEN GIVEN AUTHORITY TO SIGN IN THEIR REPRESENTATIVE CAPACITY.

THE NOTARY MUST REQUIRE THE SIGNER TO PRESENT SATISFACTORY DOCUMENTARY EVIDENCE AND ADMINISTER AN OATH OR AFFIRMATION.

SHEET 1 OF 2
PLOTTED: MARCH 29, 2018
DRAWING: LOWELL-PLAT-P1.DWG
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1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4667 * Fax: 435.649.9219
E-mail: office@evergreen-eng.com

CITY ENGINEER
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS 9th DAY OF May A.D. 2018.
CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 2nd DAY OF April AD 2018.
BY: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 10TH DAY OF JANUARY A.D. 2018.
CHAIRMAN

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 16th DAY OF May A.D. 2018.
CITY ATTORNEY

COUNCIL APPROVAL & ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY A.D. 2018
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY A.D. 2018
CITY RECORDER

RECORDED
Nº. 1091847 Date-5/16/18
STATE OF UT · TIME-1:16 pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF: REAL ADVANTAGE TITLES
fee-$92.00 C. Hillbroughy-deputy
COUNTY RECORDER

LOWELL AVE
(50' PUBLIC RIGHT OF WAY)

12TH ST.
(30' ROW)

ROTHWELL ROAD
(27' WIDE NON-EXCLUSIVE PUBLIC UTILITY & PUBLIC PEDESTRIAN ACCESS EASEMENT)

1279 STREET ADDRESS

EP LOT MAY NEED EJECTOR PUMP

HATCHING LEGEND

- PUBLIC PEDESTRIAN ACCESS EASEMENT
- PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- PRIVATE AMENITY & ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- SKI TRAIL CONSTRUCTION & MAINTENANCE EASEMENT
- PEDESTRIAN ACCESS EASEMENT (FOR THE BENEFIT OF LOTS 11-22, BLOCK 34, SNYDER'S ADDITION TO PARK CITY)

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

KING'S CROWN RE-SUBDIVISION
(A 32 LOT RESIDENTIAL SUBDIVISION)
LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

Evergreen Engineering, Inc.
Civil Engineering * Land Surveying * Land Planning
1670 Bonanza Drive * Suite 104
P.O. Box 2861 * Park City * Utah * 84060
Phone: 435.649.4667 * Fax: 435.649.9219
E-mail: office@evergreen-eng.com

STATE OF UTAH
5/30/18
GREGORY R. WILBACH
NO. 187788
REGISTERED PROFESSIONAL LAND SURVEYOR

RECORDED
Nº 1091847 Date 5/16/18
STATE OF UT Time 1:16pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
Fee $92.00 C. Willoughby-Deputy
COUNTY RECORDER

SHEET 2 OF 2
PLOTTED: MARCH 30, 2018
DRAWING: LOWELL-PLAT-P2.DWG
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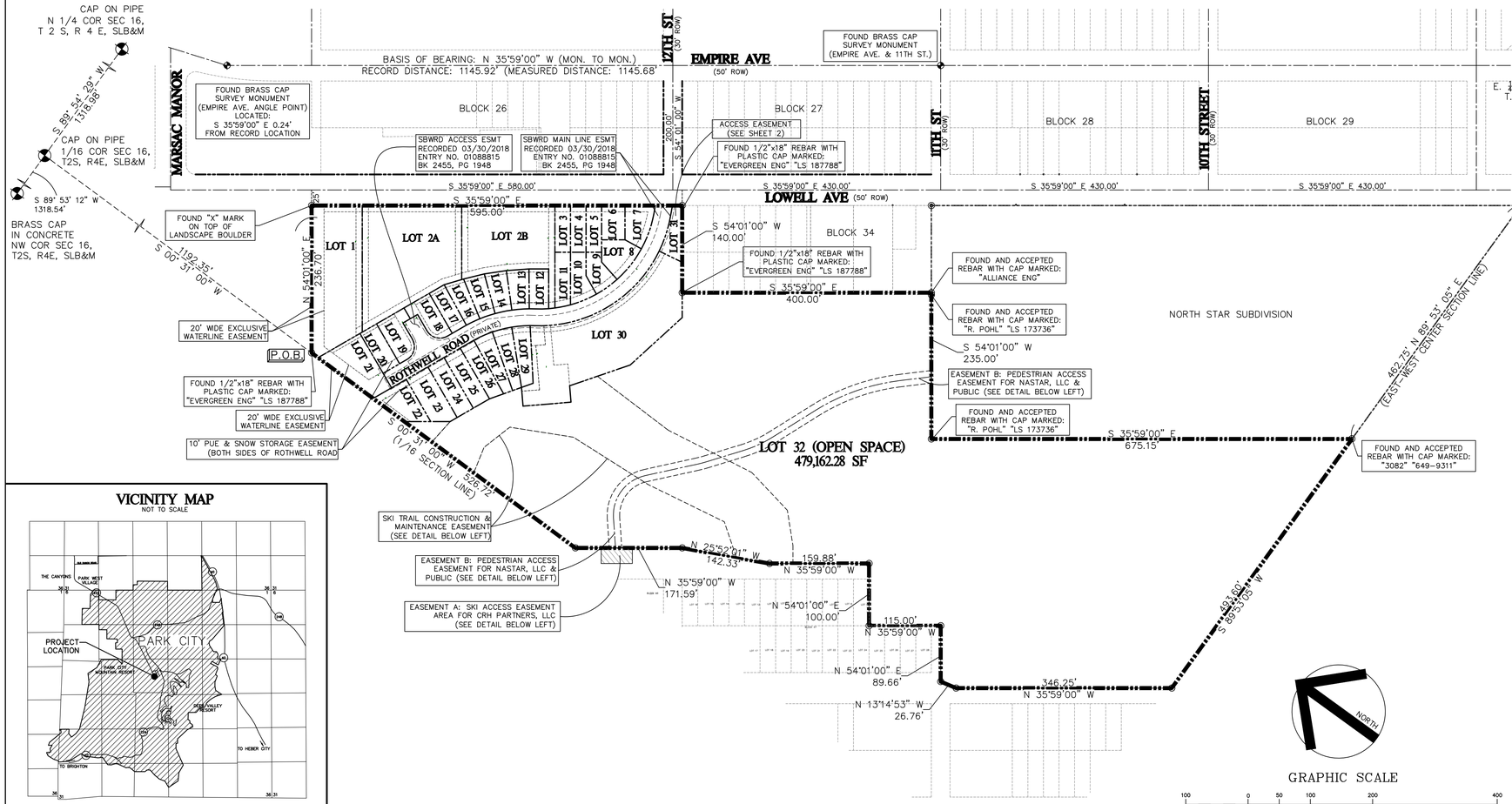
KING'S CROWN RE-SUBDIVISION FIRST AMENDED

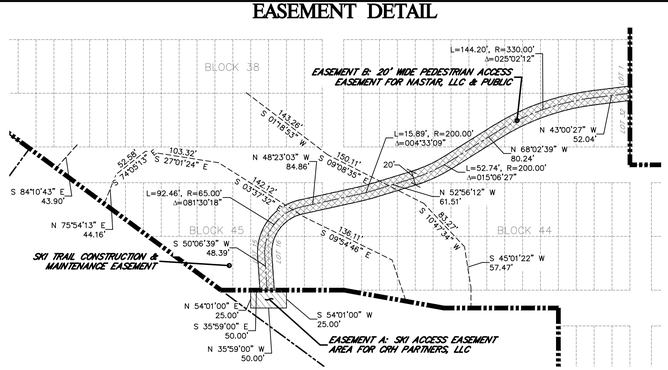
(A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



VICINITY MAP
NOT TO SCALE

EASEMENT DETAIL



NARRATIVE

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. SURVEY MONUMENTS: FOUND IN PLACE OR PLACED AT ALL EXTERIOR CORNERS OF THE BOUNDARY OF THE PROPERTY, AS SHOWN HEREON.
3. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
4. THIS PLAT REPRESENTS AN AMENDMENT TO KING'S CROWN RE-SUBDIVISION (RECORDED AS ENTRY
5. ALL LOT AND BLOCK LINES OF BLOCKS 34, 35, 38, 39, 42-45 (INCLUSIVE), 48 AND 49 SHALL BE REMOVED. LOT LINES OF BLOCK 47, LOTS 1-4 SHALL ALSO BE REMOVED.
6. VACATED ROADS (RIGHTS OF WAY) LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY, WERE VACATED BY ORDINANCE 06-418. THESE INCLUDE: 10TH STREET (HALLADAY ST.), 11TH STREET (CRESCENT ST.), 12TH STREET (NELSON ST.), 13TH STREET (CALHOUN ST.), PACIFIC AVENUE, QUAKING ASP AVENUE, PINYON AVENUE AND SUMMIT AVENUE.
7. ROTHWELL ROAD IS A PRIVATE ROAD
8. SEE SHEET 2 FOR DETAILED INFORMATION ON LOTS 1-31, AS WELL AS ADDITIONAL EASEMENT INFORMATION
9. UPON RECORDATION OF THIS PLAT, A RECREATION USE EASEMENT IS CREATED OVER ALL OF LOT 32 FOR TRAIL INSTALLATION & MAINTENANCE.
10. DRY UTILITY INFRASTRUCTURE MUST BE LOCATED ON THE PROPERTY AND SHOWN ON THE BUILDING PLANS PRIOR TO BUILDING PERMIT ISSUANCE TO ENSURE THAT UTILITY COMPANIES VERIFY THAT THE AREA PROVIDED FOR THEIR FACILITIES ARE VIABLE AND THAT EXPOSED METERS AND BOXES CAN BE SCREENED WITH LANDSCAPING
11. THE PROJECT IS OVER 1.0 ACRES AND WILL BE REQUIRED TO MEET THE REQUIREMENTS OF PARK CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORM-WATER PROGRAM.
12. MODIFIED 13-D SPRINKLERS WILL 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 TO RECORDATION
13. DEVELOPMENT ON EACH SFD LOT IS LIMITED TO ONE (1) SINGLE-FAMILY DWELLING
14. AT THE TIME OF RESURFACING OF ROTHWELL ROAD, THE MASTER OWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
15. LOTS 11-21 MAY REQUIRE A PRIVATELY OWNED AND OPERATED WASTEWATER EJECTOR PUMP FOR WASTEWATER SERVICE.
16. DUE TO THE PROXIMITY OF WATER SERVICES TO THE WATER TRANSMISSION LINE AND THE RESULTING POTENTIAL FOR ASSOCIATED WATER PRESSURE FLUCTUATIONS, INDIVIDUAL PRESSURE SURGE TANKS MAY BE REQUIRED FOR BUILDINGS ON EACH LOT.

SURVEYOR'S CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.

STATE OF UTAH — GREGORY R. WOLBACH — NO. 187788 — PROFESSIONAL LAND SURVEYOR

GREGORY R. WOLBACH DATE:

BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET) AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY. SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS.

EASEMENT A

TOGETHER WITH A NON-EXCLUSIVE SKI ACCESS EASEMENT OVER THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

EASEMENT B: PEDESTRIAN ACCESS EASEMENT FOR NASTAR, LLC & PUBLIC

A 20.00 FOOT WIDE EASEMENT, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 39, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN EXISTING FOOT PATH THE FOLLOWING NINE (9) COURSES: 1) NORTH 43°00'27" WEST 52.04 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, 2) 144.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02'12", 3) NORTH 68°02'39" WEST 80.24 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 4) 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'27", 5) NORTH 52°56'12" WEST 61.51 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 6) 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'09", 7) NORTH 48°23'03" WEST A DISTANCE OF 84.86 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE TO THE LEFT, 8) 92.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 81°30'18", 9) SOUTH 50°06'39" WEST A DISTANCE OF 48.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, AND TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS **"KING'S CROWN RE-SUBDIVISION, FIRST AMENDED"**, CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS SUBDIVISION PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT.
ALSO, THE OWNER, OR HIS/HER REPRESENTATIVES, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY, ALL THE LAND FOR LOCAL GOVERNMENT USES, EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. THE OWNER ALSO DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE PRIVATE DRIVE AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID **"KING'S CROWN RE-SUBDIVISION, FIRST AMENDED"**.

CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY. BY: RORY MURPHY, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME, RORY MURPHY, 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/SHE IS THE MANAGER OF CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HM/HER ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID RORY MURPHY ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC — MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY, _____ STATE

SIGNING IN A REPRESENTATIVE CAPACITY: AN AUTHORIZED OFFICER, AGENT, PARTNER, TRUSTEE, MEMBER OR OTHER REPRESENTATIVE MAY SIGN ON BEHALF OF THEIR REPRESENTATIVE BUSINESS, BE IT A CORPORATION, PARTNERSHIP, TRUST, LIMITED LIABILITY COMPANY OR OTHER ENTITY PROVIDING THEY HAVE BEEN GIVEN AUTHORITY TO SIGN IN THEIR REPRESENTATIVE CAPACITY.

THE NOTARY MUST REQUIRE THE SIGNER TO PRESENT SATISFACTORY DOCUMENTARY EVIDENCE AND ADMINISTER AN OATH OR AFFIRMATION.

SHEET 1 OF 2
PLOTTED: AUGUST 12, 2019
DRAWING: LOWELL-PLAT-P1-AMENDED.DWG

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Civil Engineering * Land Surveying * Land Planning
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E-mail: office@evergreen-eng.com

CITY ENGINEER	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	CITY PLANNING COMMISSION	APPROVAL AS TO FORM	COUNCIL APPROVAL & ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2019.	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ AD 2019. BY: _____ SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS 10TH DAY OF JANUARY A.D. 2019.	APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2019.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019	I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019	N°. _____ . STATE OF _____ . COUNTY OF _____ . RECORDED AND FILED AT THE REQUEST OF: _____
_____ CITY ENGINEER		_____ CHAIRMAN	_____ CITY ATTORNEY	_____ MAYOR	_____ CITY RECORDER	_____ COUNTY RECORDER

KING'S CROWN RE-SUBDIVISION FIRST AMENDED

(A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

LOWELL AVE
(50' PUBLIC RIGHT OF WAY)

12TH ST. (30' ROW)

ROTHWELL ROAD
(27' WIDE NON-EXCLUSIVE PUBLIC UTILITY & PUBLIC PEDESTRIAN ACCESS EASEMENT)

N 35°59'00" W 580.00'

S 35°59'00" E 595.00'

LOT 1 18381.29 SF MULTI-FAMILY

LOT 2A 25208.78 SF MULTI-FAMILY

LOT 2B 16564.37 SF MULTI-FAMILY

LOT 3 1875.00 SF

LOT 4 1875.00 SF

LOT 5 1875.00 SF

LOT 6 2062.50 SF

LOT 7 2576.56 SF

LOT 8 2677.79 SF

LOT 9 2004.92 SF

LOT 10 2326.52 SF

LOT 11 2182.20 SF

LOT 12 2015.91 SF

LOT 13 2049.98 SF

LOT 14 2041.91 SF

LOT 15 2017.33 SF

LOT 16 1995.80 SF

LOT 17 1991.28 SF

LOT 18 2603.19 SF

LOT 19 2921.39 SF

LOT 20 2269.58 SF

LOT 21 5644.75 SF

LOT 22 3187.61 SF

LOT 23 3548.63 SF

LOT 24 2820.00 SF

LOT 25 2820.00 SF

LOT 26 2356.33 SF

LOT 27 2370.46 SF

LOT 28 2342.39 SF

LOT 29 2343.03 SF

LOT 30 28,630.08 SF MULTI-FAMILY

OPEN SPACE LOT 31 2106.40 SF

LOT 32 479,162.28 SF OPEN SPACE
(RECREATION EASEMENT OVER LOT 32-SEE NOTES SHEET 1)

1293 1271 1245 1237 1231 1225 1219 1207 1204 1203 1210 1216 1222 1228 1240 1234 1246 1252 1258 1264 1270 1282 1288 1294 1279 1275 1269 1263 1257 1249 1241 1217 1235 1291 1281

10' PUE

10' PUE & SNOW STORAGE EASEMENT

20' WIDE CROSS ACCESS EASEMENT (FOR THE BENEFIT OF LOTS 1 & 2A)

20' WIDE CROSS ACCESS EASEMENT (FOR THE BENEFIT OF LOTS 2A & 2B)

10' WIDE PUBLIC PEDESTRIAN ACCESS EASEMENT

10' WIDE PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)

PUBLIC PEDESTRIAN ACCESS EASEMENT

PRIVATE AMENITY & ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)

20' EXCLUSIVE WATER LINE EASEMENT

SBWRD ACCESS EASEMENT RECORDED 03/30/2018 ENTRY NO. 01088815 BK 2455, PG 1948

20' WIDE SBWRD MAIN LINE EASEMENT RECORDED 03/30/2018 ENTRY NO. 01088815 BK 2455, PG 1948

SKI TRAIL CONSTRUCTION AND MAINTENANCE EASEMENT

SEE SHEET 1 FOR CONTINUATION OF LOT 32

SEE SHEET 1 FOR CONTINUATION OF LOT 32

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

1279 STREET ADDRESS

EP LOT MAY NEED EJECTOR PUMP

HATCHING LEGEND

- PUBLIC PEDESTRIAN ACCESS EASEMENT
- PRIVATE ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- PRIVATE AMENITY & ACCESS EASEMENT (FOR THE BENEFIT OF MASTER OWNER'S ASSOCIATION)
- SKI TRAIL CONSTRUCTION & MAINTENANCE EASEMENT
- CROSS ACCESS EASEMENT FOR LOTS 1 & 2A, AND LOTS 2A & 2B

Evergreen Engineering, Inc.
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Phone: 435.649.4667 • Fax: 435.649.9219
E-mail: office@evergreen-eng.com

STATE OF UTAH
GREGORY R. WOLBACH
NO. 187788
PROFESSIONAL LAND SURVEYOR

RECORDED

N°. _____ .
STATE OF _____ .
COUNTY OF _____ .
RECORDED AND FILED AT THE REQUEST OF:

_____
COUNTY RECORDER

SHEET 2 OF 2
PLOTTED: AUGUST 12, 2019
DRAWING: LOWELL-PLAT-P2-AMENDED.DWG

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Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: Silver King Coffee Relocation
Project: PL-19-04339
Author: Alexandra Ananth, Senior Planner
Date: November 13, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendation

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for the relocation of Silver King Coffee to Snow Creek Shopping Center, conduct a Public Hearing, and consider approving the Conditional Use Permit for a Retail Drive-Up business according to the Findings of Facts, Conclusions of Law, and Conditions of Approval as outlined in this Staff Report.

Description

Applicant:	Ben Buehner, Owner Silver King Coffee
Location:	Snow Creek Shopping Center
Zoning District:	Residential Development - Medium Density (RDM), Regional Commercial Overlay District (RCO) and Transfer of Development Rights Zone (TDR)
Adjacent Land Uses:	Regional Shopping Center including Grocery and State Liquor Store
Reason for Review:	The Planning Commission Reviews and Approves Conditional Use Permit Applications

Proposal

The applicant is requesting a Conditional Use Permit (CUP) for the relocation of Silver King Coffee to the Snow Creek Shopping Center. Snow Creek is located in the Residential Development Medium Density Zone (RDM) and within the Regional Commercial Overlay District (RCO), and is also within the Transfer of Development Rights (TDR) Overlay Zone (Receiving). The Snow Creek shopping center is subject to an MPD (Exhibit C).

Silver King Coffee operates as a Retail Drive-thru or Drive-up business which requires a CUP in the RCO District. In addition, Drive-up windows require a Conditional Use Permit (CUP) to consider traffic impacts on surrounding Streets. The applicant must demonstrate that at periods of peak operation of the Drive-up window, the Business patrons will not obstruct driveways or Streets and will not interfere with the intended traffic circulation on the Site or in the Area.

Background

The Snow Creek commercial shopping center MPD was originally denied by the Planning Commission in 1993 due to the large amount of commercial space, the configuration of stores, the amount of parking and its parking configuration. The

applicants appealed the decision to the City Council who approved the Large Scale MPD but without the residential portion of the proposal. The Subdivision Plat was recorded with Summit County in 1995 and includes 24 acres of Wetlands and hillside dedicated to the City as non-developable open space.

In 2006 the City Council executed a Memorandum of Understanding (MOU) with the Utah State Division of Facilities Construction and Management (DFCM) for a liquor store in the Snow Creek shopping center (Exhibit D). It is estimated that the liquor store removed approximately 42 parking spaces from the development, leaving the site with approximately 400 parking stalls.

The approved MPD limited the project to a 90,500 square foot commercial center consisting of six (6) buildings, including a retail anchor, a grocery store limited to no more than 52,000 square feet. The approval also consists of 446 parking spaces. Currently, The Market at Park City contains 51,558 square feet. The site also includes a Zion's Bank and Key Bank. Both of these banks have Drive-up windows. Approximately 87,000 square feet of the shopping center has been built, excluding the 12,000 square foot State Liquor Store.

The applicant is now seeking to relocate their Drive-through coffee kiosk to the south-east side of the Snow Creek parking lot in green space east of the State Liquor Store. The proposed new kiosk would be approximately 10 feet by 27 feet (likely a modified modular unit) and incudes queuing for at least six (6) cars in the proposed new Drive-up which is parallel to Snow Creek Drive. The application was received on September 26, 2019, and was deemed complete with the submittal of additional information. Prior to submittal the Planning Director made a determination that the proposed use was substantially in compliance with the MPD and that only a CUP would be required for the Drive-up use as the Snow Creek shopping center had not met the 90,500 square foot cap (excluding the State Liquor Store), the proposed footprint of the kiosk is minimal (will not exceed 400 square feet), and the addition of the Drive-up use does not constitute a change in concept, Density, unit type or configuration of any portion or phase of the MPD (Exhibit E).

In 2011 Silver King Coffee received a Conditional Use Permit for a Drive-up coffee kiosk at their current location, 1409 Kearns Boulevard, in the Bonanza Park area. The initial CUP was limited to a three (3) year period as the site underwent a master planning process (Exhibit F). The approval expired but was later extended for an additional two (2) year period as the master planning continued (Exhibit G).

Zoning District

The purpose of the Residential Development Medium Density (RDM) District is to:

A. allow continuation of medium Density residential and resort related housing in the newer residential Areas of Park City;
B. encourage the clustering of residential units to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services;

C. allow limited generated businesses and recreational activities that are Compatible with residential neighborhoods;
D. allow Development in accordance with the Sensitive Lands Ordinance;
E. provide opportunities for variation in architectural design and housing types,
F. promote pedestrian connections within Developments and between adjacent Areas; and
G. minimize impacts of the automobile on architectural design.

The purpose of the Regional Commercial Overlay District is to allow for regional Commercial Uses on Properties not otherwise zoned for Commercial Uses. This overlay zone affords the Owner the option to apply for commercial Development and Use on lands affected by the overlay zone. In the event the Application for Commercial Use is denied, the underlying zoning governs permissible Development of the Property.

The purposes of the Transfer of Development Rights Overlay Zone are to:

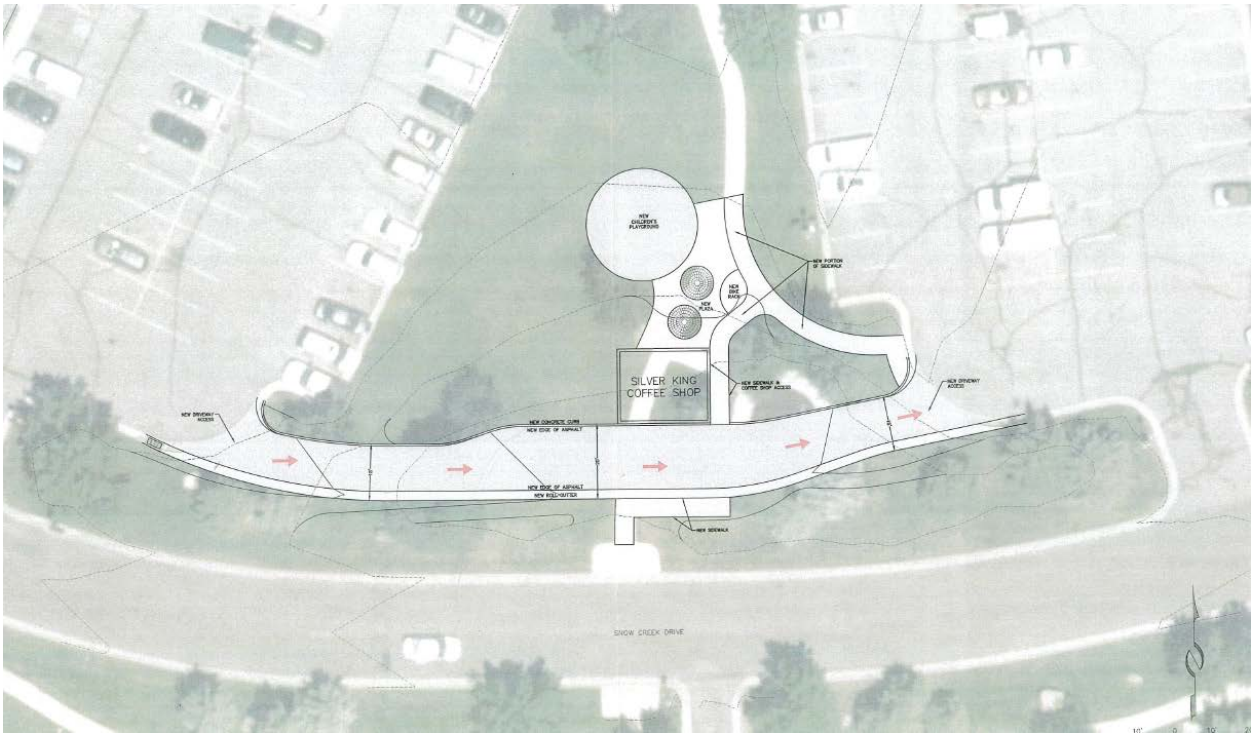
A. promote the general health, safety, and welfare of the present and future inhabitants, businesses, and visitors of Park City;
B. preserve Open Space, scenic views, environmental areas, Steep Slopes and Sensitive Lands;
C. conserve Agriculture, and forest areas;
D. protect lands and structures of aesthetic, architectural, and Historic significance;
E. retain Open Space in which healthful outdoor recreation can occur;
F. improve upon Park City's well-established park and trail system;
G. ensure the owners of preserved, conserved, or protected land may make reasonable use of their Property rights by transferring their right to develop to eligible zones;
H. provide a mechanism whereby Development rights may be reliably Transferred;
I. ensure Development Rights are transferred to properties in Areas or districts that have adequate community facilities and infrastructure, including transportation, to accommodate additional Development; and
J. locate receiving zones to improve future traffic circulation.

Analysis

The applicant currently operates their existing Drive-up coffee business off of Kearns Boulevard. Hours of operation are from 6am-5pm, 7 days a week. Their current site is part of the Arts and Culture District proposed for redevelopment, thus the applicant must relocate.

Drive-up windows require a Conditional Use Permit (CUP) to consider traffic impacts on surrounding Streets. The applicant must demonstrate that at periods of peak operation of the Drive-up window, the Business patrons will not obstruct driveways or Streets and will not interfere with the intended traffic circulation on the Site or in the Area.

Figure 1. Silver King Coffee Proposed Site Plan



A Conditional Use is defined in LMC § 15-15-1 as a land Use that, because of its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts. A Conditional Use shall be approved 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 Land Management Code requires the Planning Commission to review certain criteria when considering whether or not a proposed Conditional Use mitigates impacts. LMC § 15-1-10(E)1-16. The criteria are outlined below, followed by staff analysis.

1. **Size and location of the Site**.
Condition of Approval Recommended

Size: The LMC does not specify a maximum or minimum lot size for Drive-up uses. The entire Snow Creek site is approximately 401,170 square feet and the applicant is seeking to locate in the south-east corner of the site in existing green space. The applicant is considering a prefabricated unit for the location that is approximately 10' by 27' which would easily fit the site. *The Planning Department recommends a Condition of Approval that the kiosk not exceed 400 square feet and that the Planning Department review final site plans and elevations prior to issuance of a building permit to ensure that the proposed building will complement the existing surroundings (Condition of Approval #6 & #7).* The building will meet all Lot and Site Requirements for the RDM and RCO District.

Location of the Site: The site has access from both SR-224 and SR-248 and Snow Creek Drive is the main access road within the site. The proposed location of the kiosk is parallel to Snow Creek Drive and within one of the existing green spaces east of the State Liquor Store. The proposed location is in an area located away from the existing retail buildings and surrounded by parking. The proposed location minimizes the removal of any existing parking stalls and the length of the proposed new driveway should prevent queued cars from impacting parking areas, drive aisles or the intended circulation pattern of the shopping center.

2. **Traffic considerations including capacity of the existing Streets in the Area**.
Condition of Approval Recommended

Although the proposed Drive-up business will generate some additional traffic within the shopping center it is not expected that the proposed coffee kiosk will draw more traffic to this area of Park City. Its location on the south-east side of the site and proximate access to Snow Creek Drive will limit vehicles from driving through the parking area of the shopping center. Additionally, the peak hours of the business are mornings (generally 6-11am), when the shopping center has little traffic in general and the proposed use is therefore complimentary to the peak hours of the shopping center and liquor store which tend to have later peak hours.

The current location off of Kearns queues approximately 6 cars although the applicant has stated that there are rarely this many cars in the queue. The proposed location appears to accommodate at least 6 cars as well.

The Planning Department does not believe that the proposed use will negatively impact the shopping center in any way but recommends *a Condition of Approval that should traffic flow concerns arise the Planning Director or City Engineer have the authority to request the Planning Commission reopen the CUP for review and additional mitigation (Condition of Approval #9).* Additional mitigation could include widening of the drive-up aisle to accommodate more cars, or the addition of one-way signage and striping in the parking aisle to facilitate traffic flow.

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

The site has access to all utilities and the Engineering Division will review final site plans prior to the issuance of any building permits to ensure storm water is sufficiently mitigated.

4. **Emergency vehicle Access**.
No unmitigated impacts

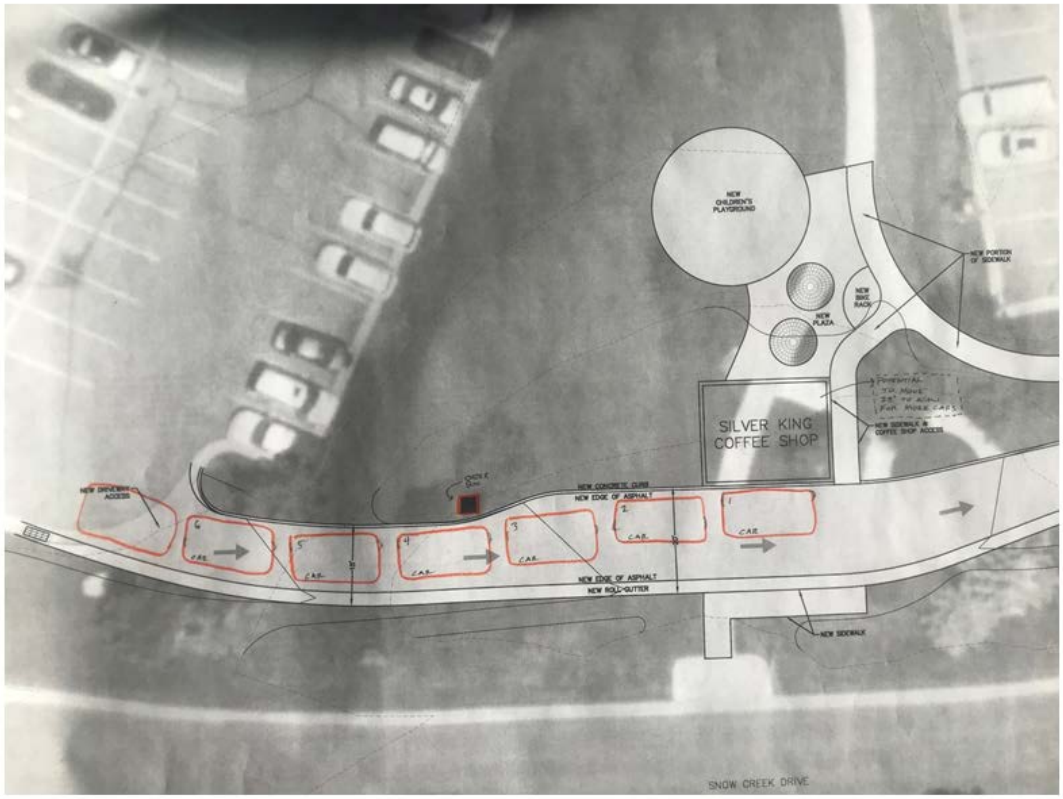
The proposed use will not change emergency vehicle access within the shopping center in any way.

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

The proposed use does not remove any existing parking from the shopping center, which has approximately 400 parking stalls. Most business patrons are expected to utilize the Drive-up aspect of the use and will not require parking. Employees and patrons that do utilize parking will likely park close to the use and proposed new sidewalks where parking is generally readily available.

6. **Internal vehicular and pedestrian circulation system**.
Condition of Approval Recommended

Vehicle Circulation: It is expected that the majority of vehicles will arrive at the site via Snow Creek Drive and then turn into the proposed new access aisle which is one way. The drive aisle is 15 feet in width at both ends and widens to 20 feet in the middle of the driveway which will allow for additional queuing. The proposed access should accommodate at least six (6) cars which should be sufficient during peak hours as the applicant has stated that it is extremely rare that more than six vehicles are ever in the queue at one time at their existing location. The applicant submitted the figure below showing the ability for seven (7) vehicles to queue in the drive-thru lane without blocking traffic circulation.



The Planning Department notes that use of a voice order box may help to facilitate an efficient queue and suggests the Planning Commission consider a condition that grants approval for such a device (Condition of Approval # 11).

Pedestrian Circulation: Proposed new sidewalks to the kiosk and small children's play area will allow for pedestrian access and will help to activate the site.

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

No fencing or screening is needed for the proposed use*. The Planning Department recommends the Planning Commission consider a Condition requiring the applicant to relocate any landscaping removed within the existing green space in order to maintain and enhance the site (Condition of Approval #9) and that no Significant Vegetation including trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground be disturbed.*

8. **Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots**.
Condition of Approval Recommended

The applicant is proposing a prefabricated structure for the site which will meet all Lot and Site Requirements. As mentioned above, the Planning Department recommends a Condition that the kiosk not exceed 400 square feet and that the Planning Department review final site plans and elevations prior to issuance of a building permit to ensure that the proposed building will complement the surroundings.

9. **Usable Open Space**.
No unmitigated impacts

Although the use is proposed within existing greenspace the site has sufficient open space and the use will enhance the immediate area with a new seating and small playground area.

A Site Plan from 2012 (Exhibit G) notes there is 2.64 acres of Existing Landscaped Areas in the commercial shopping center and a proposed building in the same area that was never constructed would have reduced this number to just under two acres. The Planning Department notes the proposed footprint of the new drive-thru lane and building is significantly smaller than the building that was proposed for the same area and that the amount of Existing Landscaped Area would remain well above 2 acres for the 9.22 acre site, or over 20%. The site will be well screened and minimally visible (if at all) from SR 224.

10. **Signs and lighting**.
Condition of Approval Recommended

All signage must be submitted to the Planning Department for review and approval and all lighting must conform to Building and Land Management Code standards (Condition of Approval #4 & 5).

11. **Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing**.
Condition of Approval Recommended

The Planning Department recommends a Condition that the kiosk not exceed 400 square feet and that the Planning Department review final site plans and elevations prior to issuance of a building permit to ensure that the proposed building will be compatible with the existing surroundings in mass, scale, style design and architectural detailing.

12. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site**.
No unmitigated impacts

No noise, vibration, odors, steam, or mechanical factors that might affect people and property are anticipated beyond what is reasonably expected for a Drive-up coffee kiosk.

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

No deliveries beyond what is reasonably expected for a Drive-up coffee kiosk are anticipated.

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

The ownership of the shopping center and coffee business will not change. The coffee kiosk will be a tenant in the shopping center and will be expected to maintain a current business license.

15. **Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site**.
No unmitigated impacts

No environmental hazards are known to be present on site and the site is located outside of the Soil Ordinance Zone.

16. **Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding**. ***Consistent***

The Park City General Plan 2014 notes that our *Sense of Community* (Core Value #3) is supported through creating a variety of local business and job opportunities for residents and that the food services sector is one of the largest employment sectors in Park City. The applicant has noted that their business employs around 14 locals and has been a successful part of the community at its existing location on Kearns Boulevard. Preservation of our community core values through maintaining unique local business is an important factor in attracting businesses and residents and building civic pride and community character.

While general plans prior to the 2014 General Plan discouraged drive-through windows since they primarily service single occupancy vehicles, the current Plan takes a less proscriptive, more balanced planning approach, particularly in the Bonanza and Snow Creek neighborhood. Additionally, the applicant is adding an amenity in the form of a small playground area to enhance the public realm and is including a bike rack on site to encourage alternative modes of transportation.

Department Review

The applicant's proposal was reviewed by the Planning, Engineering, Building, and Legal departments. The only concerns raised were that the applicant be able to sufficiently accommodate queuing during peak hours without impacting the existing circulation and access patterns. The Planning Department believes the applicant has sufficiently planned for peak hours.

Notice

Notice was posted on the property on October 30, 2019. Courtesy notice was mailed to property owners within 300' of the property on October 30, 2019. Notice was published in the *Park Record* and on the Park City website and the Utah Public Notice website on October 26, 2019.

Public Input

No public input has been received as of the writing of this Staff Report.

Alternatives

1. The Planning Commission may approve the Conditional Use Permit for a Retail Drive-Up business, as conditioned; or
2. The Planning Commission may continue the discussion on the Conditional Use Permit for a Retail Drive-Up business and direct staff to conduct further research and analysis; or
3. The Planning Commission may deny the Conditional Use Permit for a Retail Drive-Up business and direct staff to make findings for this decision.

Recommendation

Staff recommends that the Planning Commission review the Conditional Use Permit for a Retail Drive-Up business, conduct a Public Hearing, and consider approving the CUP according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined below:

Findings of Fact

1. The Retail Drive-Up business Silver King Coffee has operated at off of Kearns Boulevard in Bonanza Park for the past 8 years without complaints.
2. The Retail Drive-Up business is proposing to relocate to the Snow Creek Crossing shopping center in the Residential Development Medium Density Zone and within the Regional Commercial Overlay District and is also within the Transfer of Development Rights Overlay Receiving Zone.
3. The Snow Creek Crossing shopping center is subject to an MPD approved in 1993.
4. Silver King Coffee operates as a Retail Drive-Up business which requires a Conditional Use Permit in the Regional Commercial Overlay District.
5. Drive-up windows require a Conditional Use Permit to consider traffic impacts on surrounding Streets.
6. The applicant has demonstrated that at periods of peak operation business patrons will not obstruct driveways or Streets and will not interfere with the intended traffic circulation on the Site or in the Area.
7. The MPD includes approval for a 90,500 square foot commercial center consisting of six (6) buildings including a retail anchor (grocery store) limited to no more than 52,000 square feet and 446 parking spaces.
8. In 2006 the City Council executed a Memorandum of Understanding with the Utah State Division of Facilities Construction and Management for a liquor store in Snow Creek Crossing. The MOU states that the City has no land use zoning jurisdiction over the property owned by the State. It is estimated that the liquor store removed approximately 42 parking spaces from the development for their development pad leaving approximately 400 parking stalls for the shopping center.
9. Approximately 87,000 square feet of the shopping center has been built (excluding the 12,000 square foot State Liquor Store).
10. Two banks currently in the Snow Creek Crossing Center also have Drive-up windows.
11. The proposed new coffee kiosk will not exceed 400 square feet and includes queuing for at least six (6) cars in the new access drive which is parallel to Snow Creek Drive.
12. The applicant is proposing to enhance the current landscaped area with seating and a small children's playground.
13. Prior to submittal the Planning Director made a determination that the proposed use was substantially in compliance with the MPD and that only a CUP would be required to relocate the kiosk within the MPD as Snow Creek Crossing has not met the square foot cap (excluding the liquor store), the proposed footprint of the kiosk will not exceed 400 square feet, and the addition of the kiosk does not constitute a change in concept, Density, unit type or configuration of any portion

or phase of the MPD.

14. Snow Creek Crossing has access from SR-224 and SR-248 and the proposed location of the kiosk is parallel to Snow Creek Drive. The proposed site and location are appropriate for a Drive-up window. LMC Section 15-1-10(E)1.
15. Surrounding Street capacity including SR-224, SR-248 and Snow Creek Drive is sufficient to handle the proposed Drive-up business. LMC Section 15-1-10(E)2.
16. The site has access to all utilities and the Engineering Division will review final site plans prior to the issuance of any building permits to ensure storm water runoff is sufficiently mitigated. LMC Section 15-1-10(E)3.
17. The proposed use will not change emergency vehicle access. LMC Section 15-1-10(E)4.
18. The proposed use does not remove any parking and most business patrons are expected to utilize the Drive-up aspect of the use and will not require parking. Employees and patrons that do utilize parking will likely park close to the use and the proposed new sidewalk where parking is generally readily available as it is not adjacent to existing businesses. LMC Section 15-1-10(E)5.
19. It is expected that the majority of vehicles will arrive at the site via Snow Creek Drive and then turn into the proposed new access aisle which will accommodate queuing for at least six (6) cars. Sidewalks and a bike rack are proposed to encourage alternative modes of transportation to/from the site. The internal vehicular and pedestrian circulation system appears sufficient for the proposed Drive-up use. LMC Section 15-1-10(E)6.
20. No fencing or screening is needed for the proposed use. The applicant will relocate any landscaping removed within the existing green space in order to maintain and enhance the site. LMC Section 15-1-10(E)7.
21. The Planning Department will review final site plans and elevations prior to issuance of a building permit to ensure that the proposed building will complement the surrounding shopping center. LMC Section 15-1-10(E)8 & 11.
22. The site will maintain over two acres of landscaped areas and sufficient open space, and site plans include a proposed small children's playground. LMC Section 15-1-10(E)9.
23. Signage and Lighting plans must be submitted to the Planning Department for review and approval and must conform to Building and Land Management Code standards. LMC Section 15-1-10(E)10.
24. No noise, vibration, odors, steam, or other mechanical factors that might affect people and Property off-site are expected. LMC Section 15-1-10(E)12.
25. Service vehicle trips to the site are expected to be minimal. LMC Section 15-1-10(E)13.
26. No changes to the ownership of Snow Creek Crossing or Silver King Coffee are proposed with this location. Silver King Coffee will lease a portion of the shopping center from the property owner. LMC Section 15-1-10(E)14.
27. No environmental hazards are known to be present on site and the site is located outside the Soil Ordinance Zone. LMC Section 15-1-10(E)15.
28. Maintaining unique local businesses is an important factor in Core Value #3 of the Park City General plan, *Sense of Community*. The applicant is enhancing the public realm by including a small children's playground area and is including a

bike rack on site to encourage alternative modes of transportation. LMC Section 15-1-10(E)16.

Conditions of Law

1. The proposed application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Retail Drive-Up business use is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed use is consistent with the Park City General Plan.
4. The effects in difference in use or scale of the Retail Drive-Up business use have been mitigated through careful planning and Conditions of Approval.

Conditions of Approval

1. All standard project conditions shall apply.
2. The applicant must obtain and maintain a valid Business License.
3. Compliance with all building and fire code standards is required as a condition precedent to issuance of a building permit.
4. Any exterior lighting shall conform to the City's lighting requirements.
5. No exterior commercial signs are approved as part of this Conditional Use Permit. Any future signs on the property shall be subject to the Park City Sign Code and the MPD Master Sign Plan.
6. The coffee kiosk shall not exceed 400 square feet.
7. The Planning Department shall review and approve final site plans and elevations prior to the issuance of building permits to ensure that the proposed building will complement the existing surroundings. The kiosk will meet all Lot and Site Requirements for the RDM and RCO District
8. The Engineering Division will review final site plans prior to the issuance of any building permits to ensure storm water runoff has been sufficiently mitigated.
9. The Planning Director and City Engineer may review the traffic flow if problems arise that are not mitigated and may require the CUP to be reopened for review by the Planning Commission.
10. Any landscaping removed for the proposed improvement will be relocated on site in order to maintain and enhance the site and no Significant Vegetation including trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground shall be disturbed.
11. A voice order box shall be allowed in order to help facilitate an efficient queue.

Exhibits

Exhibit A – Applicant's Statement
Exhibit B – Proposed Site Plan
Exhibit C – Snow Creek Crossing MPD
Exhibit D – Memorandum of Understanding
Exhibit E – Planning Director Determination
Exhibit F – 2011 Notice of Planning Commission Action
Exhibit G – 2016 Notice of Planning Commission Action
Exhibit H – 2012 Retail Expansion Concept Plan

SILVER KING
— COFFEE —

Located at Snowcreek Plaza

We are proposing the relocation of Silver King Coffee drive-thru coffee kiosk to the south-east side of the Snow Creek parking lot, next to the state liquor store. The new proposed coffee shop kiosk would be approximately 10' by 27'. The 300-350 sf foot print would blend in with the current natural surroundings, providing the same convenient service and continue to aid in traffic flow while helping to minimize the need for parking in town.

This relocation requires no loss or addition of current parking spaces. We would incorporate or re-route current paved paths on the property to aid in the walk up traffic and also invite bike up service. Traffic flow for the drive through would utilize current entryways and exits. Minimal paving for drive through required and drive strip would be parallel to Snow creek drive and be hidden by a berm and have a low profile. We would also like to enhance the current landscaping and add a unique play structure for kids in the open area. Utilities are conveniently located close to the selected location and would not require major disruption of parking areas during construction. The unit would be constructed off site to limit site disruption. We plan to build a permanent home for Silver King, something that town's people will be proud of and visitors will remember. The new location has ample space to accommodate up to 6 cars in the queue and with updated and proven building design we can confidently handle the volume in this location.

Silver King Coffee is a locally owned and operated small business and has proven its business model over the last 8 years with its existing location on Kearns Blvd in Bonanza park. We currently employ around 14 locals. We are open 7 days a week all year from 6am – 5 pm. We feel confident that we could make this new location visually appealing with a neighborhood feel and to continue to be a convenient community value add to our on the go community and visitors.

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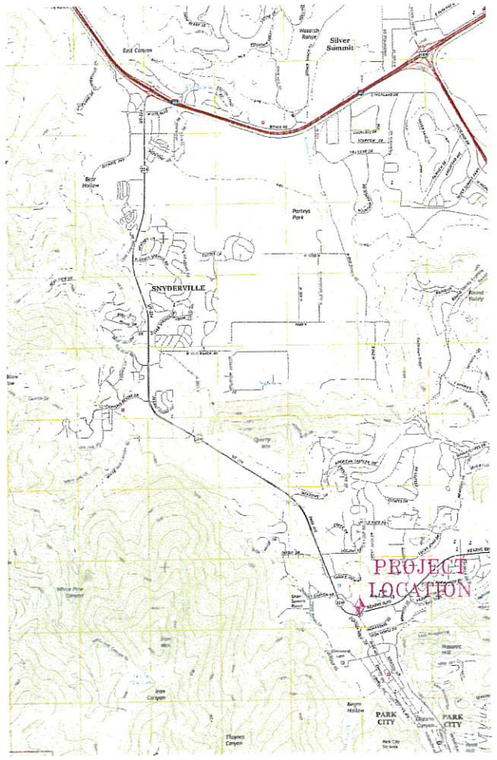
SILVER KING COFFEE
RELOCATION 2019
MASTER PLAN DEVELOPMENT

VICINITY MAP



CIVIL ENGINEER

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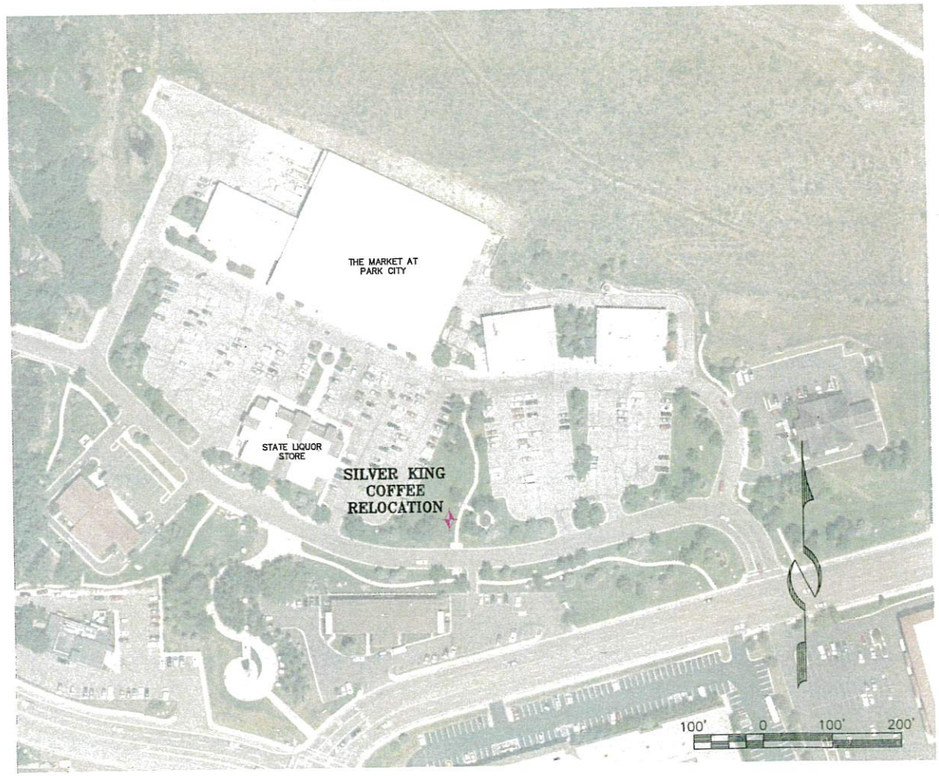
REGISTERED PROFESSIONAL ENGINEER
No. 4357264
MICHAEL
DEMKOWICZ
STATE OF UTAH
8/29/19

PREPARED FOR

BEN BUEHNER

SITE LOCATION



GENERAL NOTES

G–1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:

A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.

B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.

C. Manual of Uniform Traffic Control Devices 2009 Edition with 2012 revisions.

D. UDOT Standard Specifications for Road and Bridge Construction, latest edition. (for improvements in the UDOT right of way)

E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.

F. Approved construction plans and details.

G. Approved Traffic Control Plan.

H. Storm Water Pollution Prevention Plan. (SWPPP)

G–2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, S.B.W.R.D. engineer, P.C.M.C. engineer, and their designated representatives and inspectors.

G–3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.

G–4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as–built conditions. The as–built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as–built requirements for HDPE sewer mains are required per as outlined on the drawings.

G–5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.

G–6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.

G–7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.

G–8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.

G–9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back–fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.

SHEET INDEX

1. EXISTING CONDITIONS & TOPOGRAPHIC MAP
2. OVERALL SITE PLAN
3. GRADING, UTILITY & LANDSCAPE PLAN
4. CONSTRUCTION MITIGATION PLAN & SWPPP
5. DETAILS

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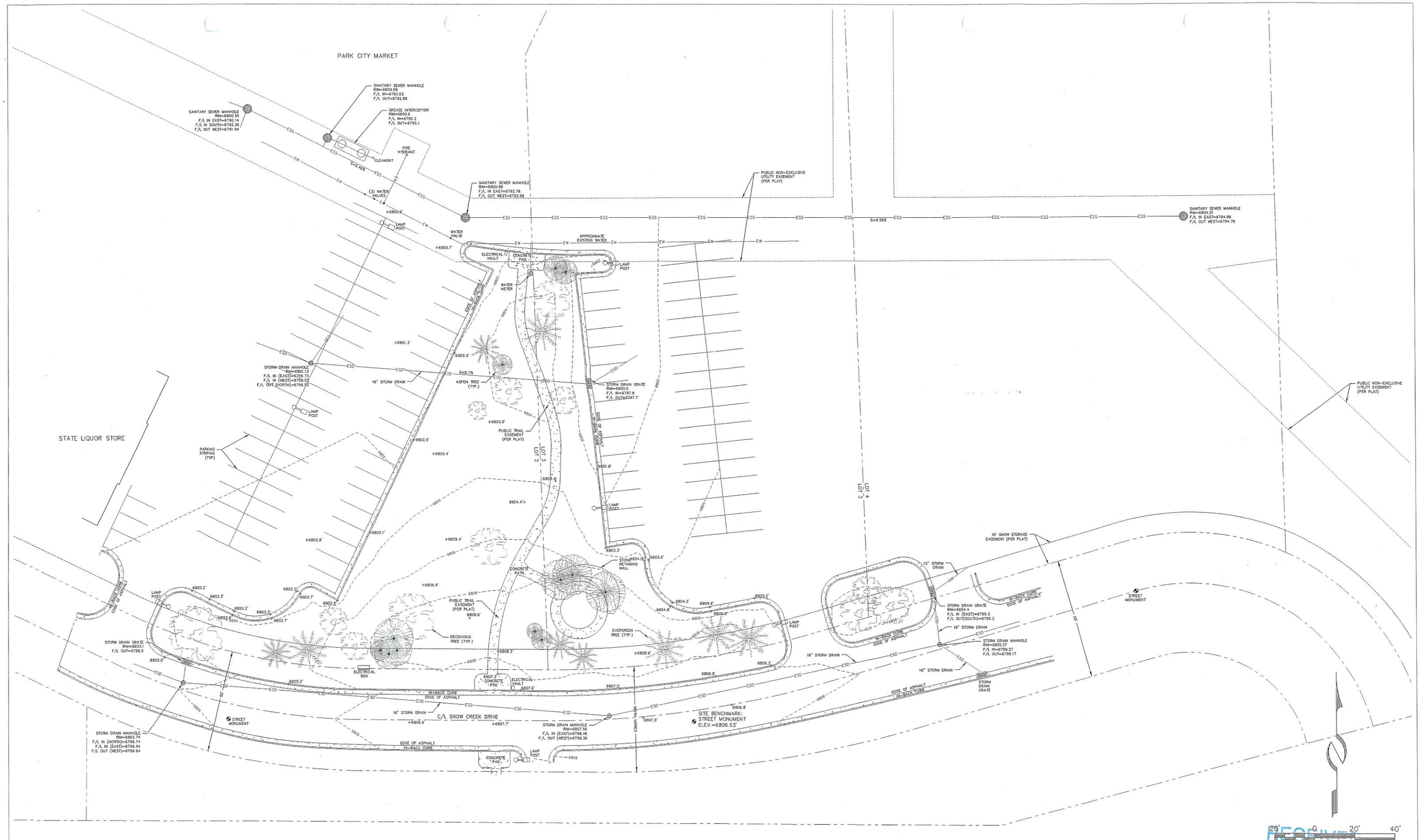

NOTES:

1. Project is located within Lots 2 & 3, Snow Creek Crossing Subdivision, recorded October 11, 1995 as Entry No. 439865 in the Summit County Recorder's Office.

PROFESSIONAL LAND SURVEYOR No. 4837264 MICHAEL DEMKOWICZ 8/29/19 STATE OF UTAH

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STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ
DUSTIN CARRISH

DATE: 8/29/19

EXISTING CONDITIONS
SILVER KING COFFEE RELOCATION
MASTER PLAN DEVELOPMENT

FOR: BEN BUEHNER
JOB NO.: 12-5-19
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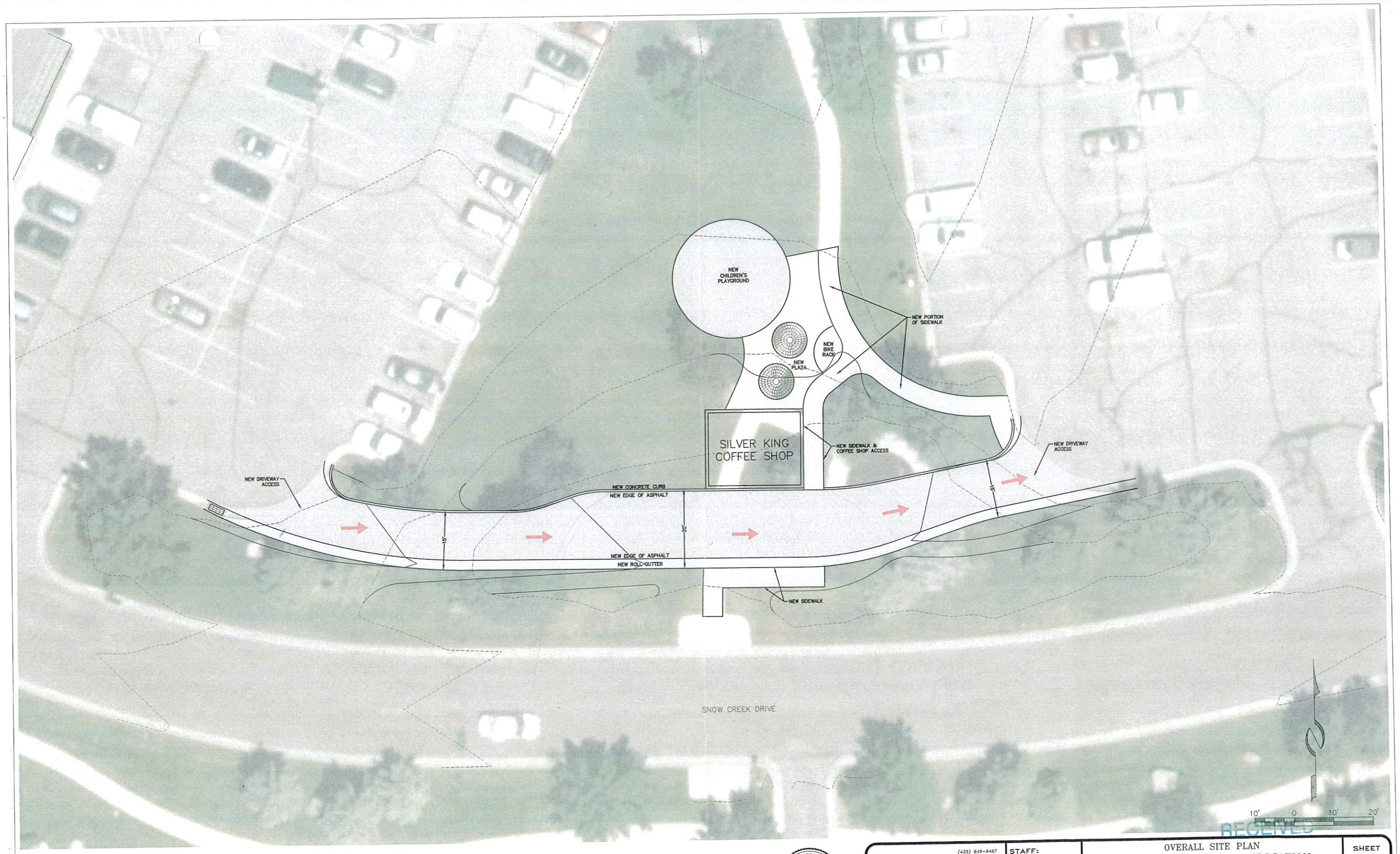
SHEET 1 OF 5



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STAFF:
MICHAEL DEMKOWICZ
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DATE: 8/29/19

OVERALL SITE PLAN
SILVER KING COFFEE RELOCATION
MASTER PLAN DEVELOPMENT

FOR: BEN BUEHNER
JOB NO.: 12-5-19
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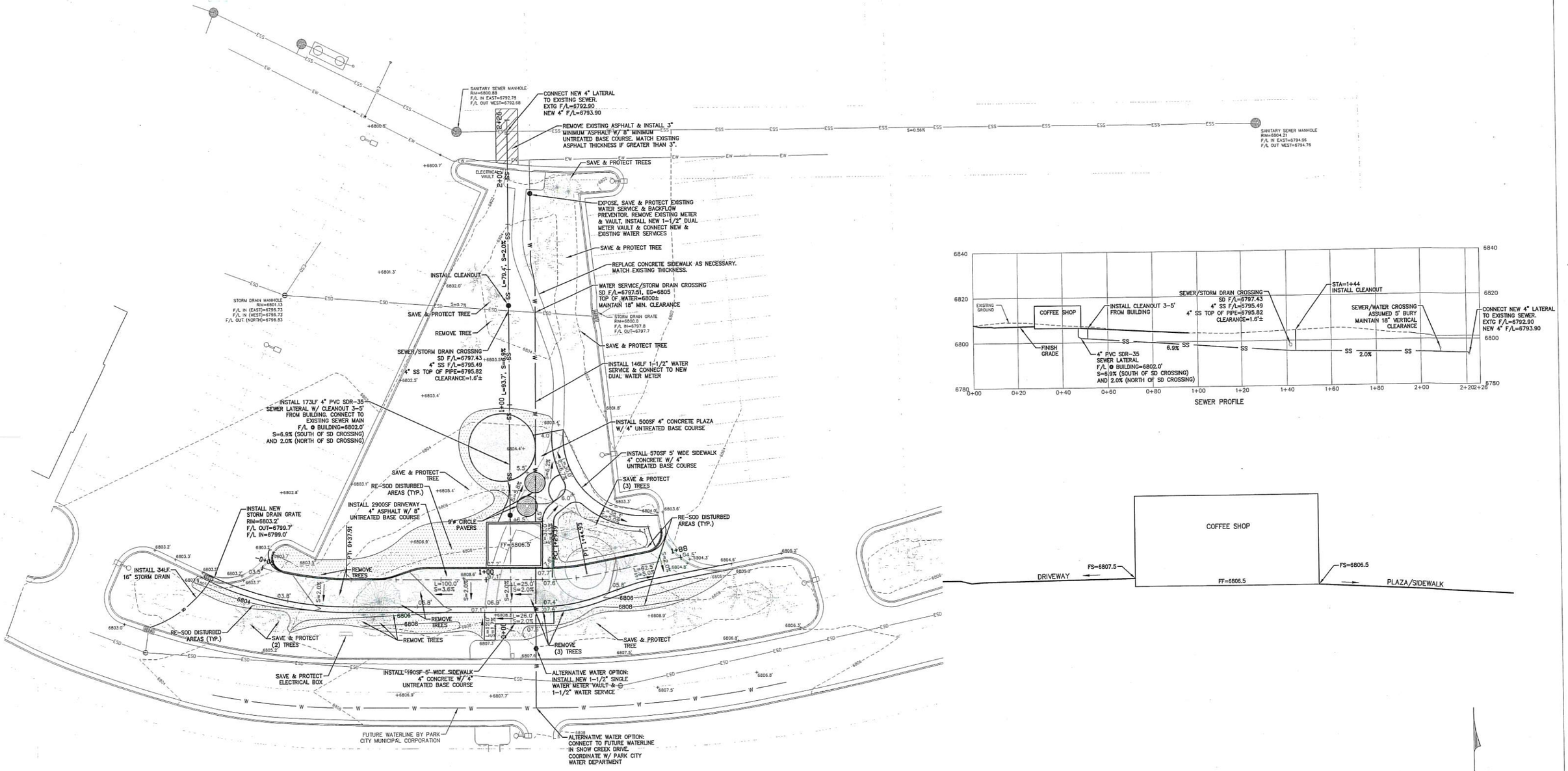
SHEET 2 OF 5



LEGEND

+XXXX.X' EXISTING ELEVATION
+XX.X' DESIGN ELEVATION

DRIVEWAY NOTE:
RE-GRADE EXISTING AREA & INSTALL 4" MIN. ASPHALT PAVEMENT ON 8" UNTREATED BASE COURSE WITH 96% COMPACTION REQUIRED. INSTALL ROAD SECTION ON PROPERLY PREPARED SUB-BASE WITH COMPACTION EFFORT. MAINTAIN 30FT MINIMUM WIDTH OF TWO-WAY DRIVEWAY AND 10FT LANES AT ONE-WAY DRIVE-THRU COFFEE SHOP WINDOW. SLOPE OF DRIVEWAY SHALL NOT EXCEED 5%.

DRAINAGE NOTE:
STORM WATER RUNOFF WILL BE DIRECTED INTO EXISTING CURB AND GUTTER & STORM DRAIN SYSTEM.

DRY UTILITY NOTE:
COORDINATE WITH ROCKY MOUNTAIN POWER, DOMINION ENERGY, AND CENTURY LINK/XFINITY TELECOMMUNICATIONS FOR SERVICES TO BUILDING. 36" MINIMUM BURY REQUIRED.

20' 0 20' 40'

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REGISTERED PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 8/29/19 STATE OF UTAH

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

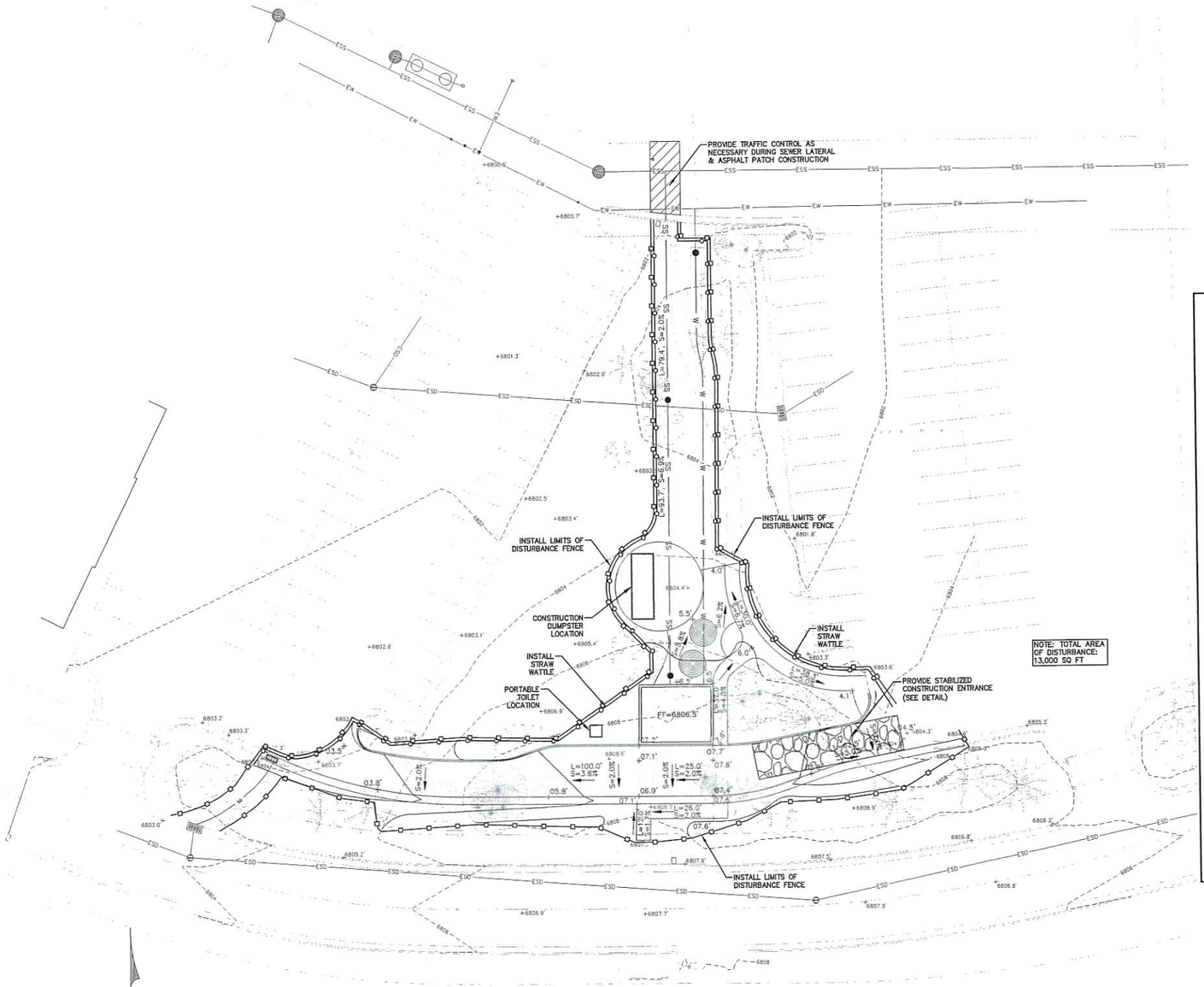
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ
DUSTIN CARRISH

DATE: 8/29/19

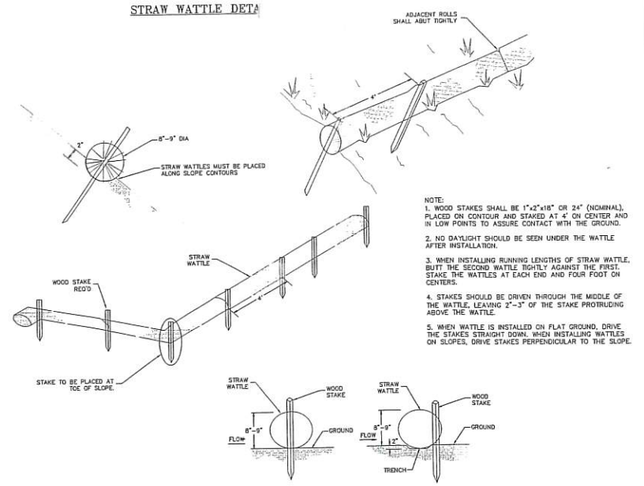
GRADING, UTILITY & LANDSCAPE PLAN
SILVER KING COFFEE RELOCATION
MASTER PLAN DEVELOPMENT

FOR: BEN BUEHNER
JOB NO.: 12-5-19
FILE: X:\Prospector\dwg\Coffee Shop job3-3-11\2019 Silver King Relocation\20519-civil.dwg

SHEET 3 OF 5



STRAW WATTLE DETA



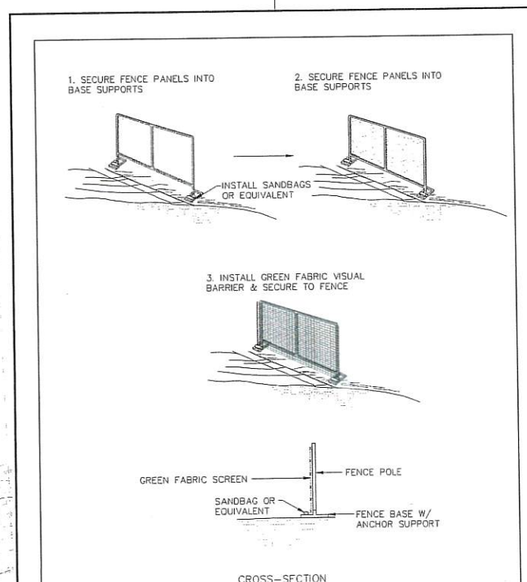
NOTE:
1. WOOD STAKES SHALL BE 1"-2"x1"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH THE GROUND.

2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.

3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTERS.

4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.

5. WHEN WATTLE IS INSTALLED ON FLAT GROUND, DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES, DRIVE STAKES PERPENDICULAR TO THE SLOPE.

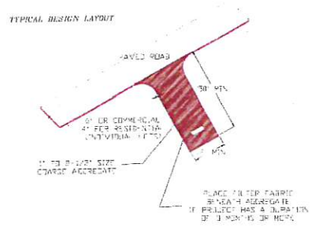


CROSS-SECTION

STANDARD DRAWING	CHAIN-LINK FENCE DETAIL
ALLIANCE ENGINEERING	dtl\parkcity\chain-link fence

STABILIZED CONSTRUCTION ENTRANCE

TYPICAL DESIGN LAYOUT



INSTALLATION:
1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 ½ inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

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

CMP NOTES

1. Construction parking/traffic may not block the street without a permit (available from the Engineering Division)
2. Mud tracked out onto the street must be cleaned prior to the end of the work day.
3. The construction site must be maintained in a neat manner. Trash and other debris may not accumulate outside the dumpster.
4. Roadside parking is not allowed from November 1st to April 1st.
5. Provide new sod along all disturbed areas.

REGISTERED PROFESSIONAL ENGINEER No. 4857264 MICHAEL DEMKOWICZ 8/29/19 STATE OF UTAH

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

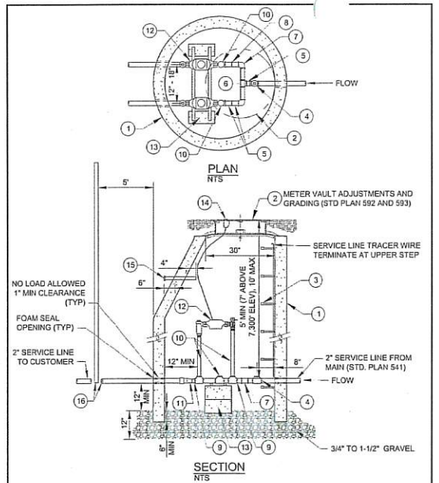
STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ
DUSTIN CARRISH

DATE: 8/29/19

CONSTRUCTION MITIGATION PLAN & SWPPP
SILVER KING COFFEE RELOCATION
MASTER PLAN DEVELOPMENT

FOR: BEN BUEHNER
JOB NO.: 12-5-19
FILE: X:\Prospector\dwg\Coffee Shop job3-3-11\2019 Silver King Relocation\20519-civil.dwg

SHEET 4 OF 5



NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 525 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY 1884 PARK CITY MUNICIPAL CORPORATION WATER	DATE	1-1/2" DUAL METERS OUTSIDE SETTING	STD. PLAN
	05/2014		525
	REV.		
	0		

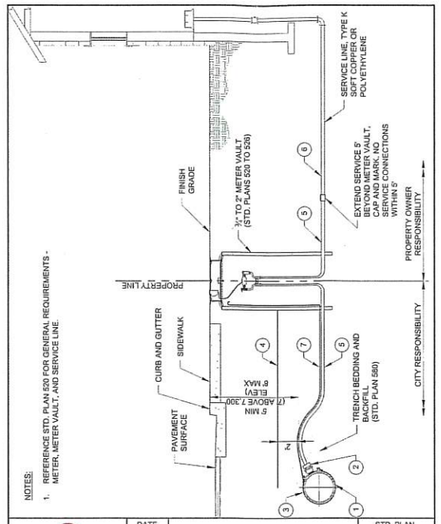
LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	5' DIA. MANHOLE, PRECAST CONCRETE ECCENTRIC CONE AND WALL SECTIONS		ASTM C 478
②	METER VAULT FRAME AND COVER (STD. PLAN 529)		
③	POLYPROPYLENE ENCASED GRADE 60 STEEL STEPS AT 12" C-C, 13-1/2" TREAD WIDTH	M.A. INDUSTRIES OR APPV'D EQ.	PS2-PFDF
④	2" CURB VALVE, F.I.P. x CTS	MUELLER	B-25172N
⑤	2" DIA. BRASS NIPPLE x 3" LENGTH, M.I.P. (5 EA)		
⑥	2" DIA. BRONZE TEE, F.I.P., THREADED		
⑦	2" BRONZE 90° ELBOW, F.I.P., THREADED (2 EA)		
⑨	2" BRONZE UNION, F.I.P., THREADED (2 EA)		
⑨	1-1/2" BRASS NIPPLE x 4" LENGTH, 2" x 1-1/2" BRONZE BELL REDUCER, AND 1-1/2" CLOSE BRASS NIPPLE (2 EA)		
⑩	1-1/2" METER YOKE (2 EA) COMMERCIAL SERVICE: WITH BYPASS RESIDENTIAL SERVICE: WITHOUT BYPASS IRRIGATION SERVICE: WITHOUT BYPASS	MUELLER	1-1/2"x15" B2423-2-01N (WITH BYPASS) 1-1/2"x15" B2422N (WITHOUT BYPASS)
		FORD	1-1/2" VBHH76-15S-11-66-NL (WITH BYPASS) 1-1/2" VBHH76-15-11-66-NL (WITHOUT BYPASS)
⑪	2" CONNECTION, F.I.P. x CTS; 2" BRASS NIPPLE x 4" LENGTH; 2"x1-1/2" BRONZE BELL REDUCER; AND 1-1/2" CLOSE BRASS NIPPLE (OUTLET) (2 EA)	MUELLER	H-15451N
		FORD	C-14-66-G-NL
⑫	METER, SUPPLIED AND INSTALLED BY PCMC (2 EA)		
⑬	PIPE SUPPORTS (4) 16"X8"X8" CMU BLOCK, (2) METER SUPPORT RODS, GALVANIZED		
⑭	MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC		
⑮	MXU REMOTE LOCATION CONDUIT WITH END CAPS, SCH 40 PVC (STD. PLAN 531)		
⑯	END CAP AND MARKER, CTS X F.I.P. (OUTLET) (2 EA)		H-15451N AND H-10035N

DETAIL NOTES

1. LOCATE METER VAULT PER APPROVED PLANS AND SET METER BOX PLUMB
2. SST INSERT STIFFENERS REQUIRED ON ALL CTS TUBING CONNECTIONS

PARK CITY 1884 PARK CITY MUNICIPAL CORPORATION WATER	DATE	1-1/2" DUAL METERS OUTSIDE SETTING	STD. PLAN
	4/2014		525 S
	REV.		



NOTES:
1. REFERENCE STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.

PARK CITY 1884 PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER SERVICE LINE 3/4" TO 2" METERS	STD. PLAN
	3/2014		541
	REV.		
	0		

LEGEND AND APPROVED PARTS LIST

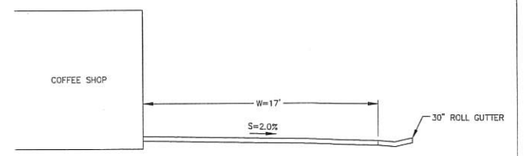
ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	BRONZE SERVICE SADDLE: DI & AC PIPE; DOUBLE STRAP PVC PIPE; TWO-PIECE BOLTED	MUELLER	DI & AC PIPE: BR2B SERIES, 1-1/2" SERVICE, CC THDS; 2" SERVICE FIP THDS PVC PIPE: H-13000 SERIES, 1-1/2" SERVICE, CC THDS; 2" SERVICE FIP THDS
		FORD	DI & AC PIPE: STYLE 202B 1-1/2" SERVICE, CC THDS; 2" SERVICE, FIP THDS PVC PIPE: 1-1/2" SERVICE, STYLE S902, CC THDS; 2" SERVICE, STYLE S912, FIP THDS
②	BRASS CORPORATION STOP, INLET CC THREAD, OUTLET CTS COMPRESSION	MUELLER	B-25008N
		FORD	FB1100-(SERVICE SIZE)-G-NL
③	POLYETHYLENE ENCASEMENT, HIGH DENSITY CROSS LAMINATED (HDCL) POLYETHYLENE FILM, AWWA C105 & AWWA C703E METHOD C	CHRISTY'S OR APPROVED EQUAL	AWWA C703E METHOD C (4 MIL)
④	DETECTABLE UNDERGROUND WARNING TAPE, 5-MIL MINIMUM, ALUMINUM BACKING BLUE BACKGROUND, 6" WIDE	SETON OR APP'D EQUAL	85525
⑤	WATER SERVICE LINE; HIGH-DENSITY POLYETHYLENE TUBING (CTS), BLUE, SDR 9, AWWA C901 1-1/2" DIA. SERVICE: 3/4" AND 1" SINGLE METER 1-1/2" DIA. SERVICE: 3/4" AND 1" DUAL METERS 2" DIA. SERVICE: 1-1/2" AND 2" SINGLE METER 2" DIA. SERVICE: 1-1/2" DUAL METERS	ADS OR APP'D EQUAL	
⑥	WATER SERVICE LINE: HIGH-DENSITY POLYETHYLENE TUBING (CTS), BLUE, SDR 9, AWWA C901; OR, TYPE K COPPER, SOFT, AWWA C800	ADS OR APP'D EQUAL	
⑦	TRACER WIRE: 12 GA. SOLID, BLUE PVC INSULATION; WIRE-WIRE CONNECTORS SILICONE-FILLED WIRE NUTS	IDEAL INDUSTRIES	TWISTER DB PLUS OR APP'D EQUAL

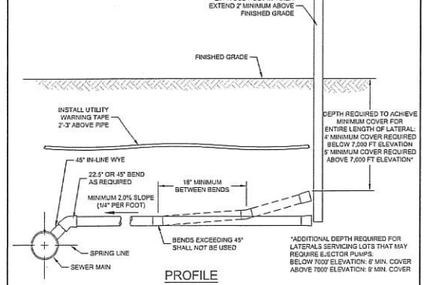
DETAIL NOTES

1. COORDINATE SERVICE SIZE WITH CITY PRIOR TO ORDERING MATERIALS
2. LOCATE SERVICE PER APPROVED PLANS
3. NO SERVICE LINE FITTINGS ALLOWED BETWEEN CORPORATION STOP AND METER VAULT CURB STOP VALVE
4. APPLY WAX TAPE COATING SYSTEM TO SERVICE SADDLE BOLTS AND NUTS, AWWA C217. SYSTEM TO INCLUDE FILLER MATERIAL, TAPE COATING, AND PROTECTIVE OUTERWRAP. DENSO NORTH AMERICA, TRENTON, OR APPROVED EQUAL (STD. PLAN 534)

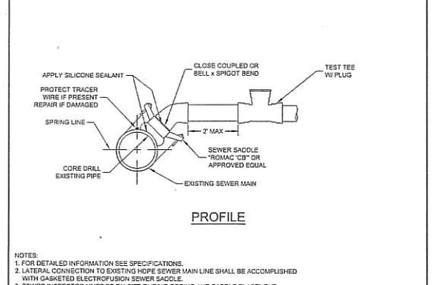
PARK CITY 1884 PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER SERVICE LINE 3/4" TO 2" METERS	STD. PLAN
	5/2014		541 S
	REV.		

ROAD SECTIONS



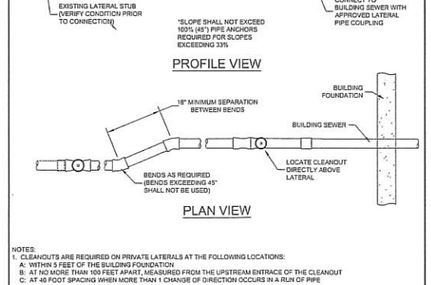


Snyderville Basin Water Reclamation District	PRIVATE LATERAL STUB - GRAVITY FLOW PVC MAIN LINE TO PVC LATERAL LINE	STANDARD DETAIL LAT-01



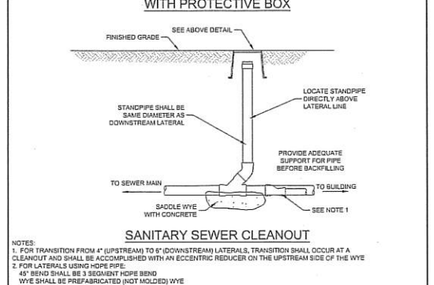
NOTES:
1. FOR DETAILED INFORMATION SEE SPECIFICATIONS.
2. LATERAL CONNECTION TO EXISTING HDPE SEWER MAIN LINE SHALL BE ACCOMPLISHED WITH GASKETED ELECTROFUSION SEWER SADDLE.
3. SBWRD INSPECTOR MUST BE ON-SITE DURING CORING AND SADDLE PLACEMENT.

Snyderville Basin Water Reclamation District	LATERAL CONNECTION TO EXISTING SEWER MAIN	STANDARD DETAIL LAT-04



NOTES:
1. CLEANOUTS ARE REQUIRED ON PRIVATE LATERALS AT THE FOLLOWING LOCATIONS:
   A: WITHIN 5 FEET OF THE BUILDING FOUNDATION
   B: AT NO MORE THAN 100 FEET APART, MEASURED FROM THE UPSTREAM ENTRACE OF THE CLEANOUT
   C: AT 40 FOOT SPACING WHEN MORE THAN 1 CHANGE OF DIRECTION OCCURS IN A RUN OF PIPE
2. BENDS EXCEEDING 45° SHALL NOT BE USED

Snyderville Basin Water Reclamation District	GRAVITY LATERAL STUB TO GRAVITY BUILDING CONNECTION	STANDARD DETAIL LAT-05



NOTES:
1. FOR TRANSITION FROM 4" (UPSTREAM) TO 6" (DOWNSTREAM) LATERALS, TRANSITION SHALL OCCUR AT A CLEANOUT AND SHALL BE ACCOMPLISHED WITH AN ECCENTRIC REDUCER ON THE UPSTREAM SIDE OF THE WYE
2. FOR LATERALS USING HDPE PIPE:
   45° BEND SHALL BE 3 SEGMENT HDPE BEND
   WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE
   ALL JOINTS SHALL BE FUSION WELDED

Snyderville Basin Water Reclamation District	SANITARY SEWER CLEANOUT AND PROTECTIVE BOX	STANDARD DETAIL LAT-07

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DATE: 8/29/19

DETAILS
SILVER KING COFFEE RELOCATION
MASTER PLAN DEVELOPMENT

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SHEET 5 OF 5

Developments **approved prior to adoption of the Sensitive Area Overlay Zone** are vested in terms of density. Site planning standards can be applied only to the extent that they do **not** unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply."

2. **Snow Creek, Request for Approval of a Master Planned Development for a 90,500 Square Foot Commercial Shopping Center (Intersection of Highways 224 and 248) - Pyramid Construction**

Chairman Bruce Erickson excused himself due to a conflict of interest, and Vice-Chair Alison Child assumed the role of Chair.

Senior Planner Suzanne McIntyre summarized the work session discussions. The applicant had requested 90,500 square feet of commercial development with 431 parking spaces and 72 units of 750 square feet totaling 36 unit equivalents. The Planning Staff had reviewed the application for the MPD and application of the RCO zone and recommended approval with the findings and conditions outlined in the Staff report with the addition of Condition 19 stating, "At the Conditional Use Permit stage, the uses shall be specifically approved, and any future revisions in use shall require Planning Commission approval."

Doug Rosecrans, representing the applicant, expressed his opinion that the revisions recommended by the Planning Commission had been made. No other concessions could be made, and he requested approval or denial without further delay. If the application was denied, he requested that the Planning Commission enumerate the reasons for denial.

Vice-Chair Alison Child asked for public input.

Senior Planner Suzanne McIntyre stated that public input had been received from Rob Morris who was concerned about residential development in the entry corridor and requested the Planning Commission consider allowing office uses in that area. Audrey Druen, Wind Drift Condos, called and was opposed to a shopping center on the Snow Creek site and favored keeping the development residential. Max Miller, 12 Thaynes Canyon Drive, sent a letter expressing opposition to the project based upon the high density and potential traffic conflicts and stated that the use would be better suited to the Kimball Junction area. The Park City Chamber Bureau submitted a letter expressing concerns about the project and suggesting possible mitigations. The letter noted divergent points of view from the Board members. Allan Alter was concerned that the parking and traffic impacts would be too great, especially at the

intersection of Highways 224 and 248. He felt the greatest amount of growth was taking place in the County, and a new grocery store should be located there as this site could better accommodate a low density housing development or a retail mall without a supermarket.

Mike Sloan, representing Prospector Square Homeowners Association, discussed the commercial space already available and expressed concern about the addition of another 90,000 square feet. He stated that there is currently 187,000 square feet of vacant ground in Prospector Square. There were some larger parcels surrounding Prospector Square, part of the original platting, which could also be developed. Adding 90,000 square feet of commercial development to an already heavily impacted area was not necessary.

Steve Miner, Director of Real Estate for Associated Food Stores, and representing the proposed tenant, Dan's Foods, commented that there was a definite need for another supermarket in the area since many people were going outside the community to shop. The applicant had tried to be flexible to meet the needs of the community. Some people suggested Kimball Junction as an alternative site, but he did not believe that would be convenient for the citizens of Park City. He was open to additional suggestions, but he felt at this point a definite decision was required.

Mike Ferrigno, Wind Drift Condominium resident, was concerned about the access road through the site and the potential for shortcuts through the residential areas to avoid the intersection of Highways 248 and 224. The building footprints for the 12-plexes were the same size as the 4-plexes in Wind Drift. He felt the proposed residences were too small since only 10% were designated as affordable housing. He was also concerned about traffic noise and requested that the Sensitive Lands Ordinance be applied to the wetlands.

Hearing no further public input, Vice-Chair Alison Child closed the public hearing and asked for comments from Commissioners.

Commissioner Joe Tesch stated that a new grocery store was needed, and it was necessary to place it on a viable site. He disagreed with the site initially, but as the project unfolded, he was more favorable toward it. He was comfortable with the location, the plan, and the parking. His main concern was with the residential area. He was unsure how well the commercial and residential uses would mix. He recommended the number of units be limited to 60 or less and be a breakeven situation for the developer.

Commissioner Chuck Klingenstein commented that he felt good about the site until he walked through it after the snow melted. He felt

there was too much parking and it could be cut to around 310 spaces. He was concerned about the area to the north, especially Building 1 and its related parking, and the bypass road running through a neighborhood. He felt there was too much crammed into a very sensitive site, and the project needed to be trimmed down.

Commissioner Fred Jones appreciated the developer's willingness to work with the Planning Commission to make this a workable project, but he felt he had not seen a plan that adequately addressed the constraints of the site and the needs of the community. He stated that he felt another supermarket was needed, but this project was much more than a supermarket with an additional 40,000 square feet of commercial development and 72 residential dwelling units. The Snow Creek Development did not foster the resort atmosphere which was the basis of the success of Park City and could potentially turn the City into "Any other place USA."

Commissioner Dean Berrett questioned whether the entire development was driven by a perceived or real need for a second grocery store. He had always looked at the base underlying zone as being Residential Development - Medium Density (RDM), as that zoning had been defined as the appropriate use for the corner. Sometime during the process it was decided that a Regional Commercial Overlay Zone was needed, and criteria were developed and applied to one portion of the site. Looking at the total parcel, there were about 8.84 acres of ROS which could not be built upon. There were 43 acres of residential medium density allowing 215 units at 5 units per acre, or 38.4 acres excluding wetlands, allowing 192 units with 384 associated parking spaces. The developers proposed 90,500 square feet of commercial use with 431 parking stalls and 72 residential units with 163 parking stalls, totaling 594 stalls and resulting in a sea of asphalt. There would be 30 acres of open space owned by Park City Municipal Corporation which could not be built upon and which would be taken off the tax rolls. The question was not whether the site was appropriate for commercial development, but how much commercial was appropriate. The Commission assumed that it was appropriate for 192 residential units because of the zoning. If it met certain criteria, a Regional Commercial Overlay Zone could be added. All this would lead to traffic beyond comprehension although everything possible was being done to mitigate the problem.

Commissioner Dean Berrett complimented the developer on providing more detail than was required during the application process. Being a long-time member of the Planning Commission, he had always tried to maintain harmony with Park City as a place to live and Park City as a place to visit, and tried to make decisions with both the resident and the visitor in mind. He realized the need for a grocery store for five months of the year, but not for 12

months. He was trying to keep in mind what the City would win, what they would give up, and what the trade-offs would be. In his opinion, the price of this development was too high, and the City was getting too little. He would vote not to approve this application.

Commissioner Ron Whaley stated that it was the duty of the applicant to supply the information necessary to convince the Commission of the appropriateness of a specific plan, and he had not been convinced of the suitability of this plan.

MOTION: Commissioner Ron Whaley moved to DENY the Snow Creek application based on the following Findings. Commissioner Fred Jones seconded the motion.

Commissioner Chris Erickson stated that he would vote against the motion. He believed the project was a reasonable solution to this type of commercial development. He felt there was too much parking, but he was especially happy with the affordable housing units.

Commissioner Joe Tesch stated he would also vote against the motion. It assumed a lot of community cohesiveness that he did not see, and it was important to have another grocery store to serve the area. He felt the price was too high not to approve it and have another grocery store convenient to the residents.

Commissioner Dean Berrett stated that, if his position voting in favor of the motion became a majority instead of a minority, he hoped the minutes reflected to the owners of the property, (i.e., Park City residents, Summit County residents, State of Utah residents, and all taxpayers), that the RTC represented them and he did not like the way he was being represented. He hoped that, if this motion were adopted, it would send a clear message that the expectations of value on this property were far more than the community would allow at this time. If another applicant came forward and was denied, it would be acceptable to him if the property sat vacant. He also expressed his intention to do something about the Regional Commercial Overlay Zone, which he felt was inappropriate in that area. He asked the Planning Commission and the Staff to work toward removing that zoning. If this was a Regional Commercial Overlay zone, then the property should have the base density of RDM, and any individual who felt that commercial use was appropriate would have to convince the Planning Commission through a re-zone process.

Commissioner Fred Jones clarified that, if the project was denied, he would welcome a modification of this application, because he believed that commercial use of the site could be appropriate if

sensitively done. Also, the price of the underlying ground could be driving the need for density, which he felt was too great for the site, and he did not understand why, since the parcel was owned by the RTC. The value of the ground was determined by what could be built on it. He did not agree that this much density was needed to afford the site; in fact, he felt it was the reverse.

VOTE: The motion passed 5-2, with Commissioners Dean Berrett, Alison Child, Fred Jones, Chuck Klingenstein, and Ron Whaley voting in favor of the motion, and Commissioners Chris Erickson and Joe Tesch voting against the motion.

Findings:

1. Appropriateness of use, particularly
   a. Amount of commercial space
   b. Configuration of stores
   c. Parking amount and configuration

2. Interfacing with mixed use, specifically
   a. The number of residential units and the siting of those units
   b. The interface and balance of the residential use vs. commercial
   c. The interface with the gas station, specifically siting and appropriateness

3. Moreover, all these issues in concert with the total community fabric of desirability, as shared by the people, is not of the tone for acceptability. This is a highly valued site in the eyes of the community. It is in the heart of the community and well couched in the entry corridor. Wholly and separately, the issues of the application do not warrant approval.

Chairman Bruce Erickson resumed the chair.

3. 707 Norfolk, Request for a Conditional Use Permit for a Single Family Residence on the Sheen Parcel (Sweeney Master Plan) Fred Moore

Planner Janice Lew reported that the site was in a very prominent location due to its proximity to the Hurley House and its high visibility from Town Lift. The Planning Staff recommended the Planning Commission deny the application based on the revised findings distributed during the Work Session.

Fred Moore, the applicant, presented a letter from David Belz, the project architect, refuting the reasons for denial. He felt the

ensued regarding graffiti in the Deer Valley tunnel and the cement shafts on SR224 South. Pace Erickson reported that the graffiti will be removed in the tunnel by the Chrysalis group. Leslie Miller felt that the graffiti in the tunnel was not offensive and pointed out the merits of having a place for people to freely express themselves. Leslie Miller felt that the monument sign at the Education Center was appropriate and in response to a memo from the City Recorder, to maintain the same election process. Sally Elliott brought up the Grant Thornton conflict of interest issue, and Council directed Craig Smith to contact the attorney for Grant Thornton and report back to them.

3. **Snowcreek Parcel - Appeal by Pyramid Construction.** This matter is scheduled before Council as a Planning Commission denial of a request for approval of a master planned development for a 90,500 square foot commercial shopping center at the Snowcreek site (intersection of SR224 and SR248). The City Manager pointed out that the deadline for a final bid for the property to the RTC is tomorrow. Council needs to seriously consider if the RCO zoning location is appropriate for commercial development. Henry Sigg stated that the applicant is looking for a conditional action on the commercial portion of the MPD. He stated that Pyramid is not committed to the 72 affordable housing project, but would like some positive direction on that proposal. Bob Richer suggested that perhaps this is not an appropriate location for affordable housing. He recommended that after acquisition of the Snowcreek site by Pyramid that the City could purchase the "residential portion" for $350,000. The City then could rezone it for a commercial use like an office park and sell it for $850,000, resulting in $500,000 being allocate in an affordable housing fund for a project in a more suitable location. He emphasized that affordable housing was always a feature of this project.

Ruth Gezelius agreed that the RCO zone is not appropriate for housing. She discussed that the proposed residential development is not compatible with surrounding neighborhoods. Henry Sigg stated that Pyramid was pressured to present an entire MPD on the project. Roger Harlan discussed the possibility of affordable resale housing. Mr. Sigg noted that Pyramid has never sold its property and leases and manages it. Jack Thomas, through illustration of renderings, reviewed the commercial project. Paving materials were discussed and Leslie Miller urged sensitivity to the wet land areas. Suzanne McIntyre added that the Planning Commission wanted a more "town center type development" concept. Ruth Gezelius felt this was unrealistic in consideration of the configuration of the parcel and site constraints. See regular minutes.

4. **707 Norfolk Appeal.** This matter is before Council as an

contractors to help hold down the number of full-time and seasonal staff as part of the city's overall staffing strategy. Three proposals were received as follows:

J. D. Company	$3,200/month
P.M.A. Inc.	2,875/month
Mike Ferrigno	2,680/month

Landscape maintenance services would begin the week of May 16 and run through until October 16. All bidders have met the minimum qualifications as stated in the RFP. Staff that the bid be awarded to Mike Ferrigno at a cost of $2,680 per month.

4. Approval of the purchase of approximately 78 acre feet of water from Bank One in the amount of $90,000 - City staff recommends authorization to purchase 37% of Weber River Decree 827 for $90,000 from Bank One of Utah. The point of diversion is currently Dorrity Springs. Authorization is subject to confirmation of good title from seller.

5. Award of bid for summer street work to Staker Paving for overlays in the amount of $242,867; Staker Paving for golf cart path repairs in the amount of $18,417; G&R Construction for seal coats in the amount of $64,094; and authorization for the Public Works Director to negotiate bids on sidewalk construction in an amount not to exceed $45,000 - Staff recommends approval.

V NEW BUSINESS

1. Appeal of Planning Commission denial of a request for approval of a master planned development for a 90,500 square foot commercial shopping center at the Snowcreek site (intersection of SR224 and SR248) - Pyramid Construction - For the record, the staff report on this matter is as follows:

I. Background Information.

The staff has scheduled time during Work Session for the Council to discuss the Snow Creek site and the proposed shopping center/multi-family residential MPD. This is an opportunity to bring the Council up to date on the process which the staff has been participating in with Pyramid Construction since January.

The Planning Commission has actually been in the process of reviewing the site since Mariah Properties first approached the City in August 1991 with an interest in developing a commercial center. The Mariah proposal was withdrawn by the applicants when it became apparent that there was little community support or

enthusiasm for a regional "superstore" shopping center of over 150,000 square feet.

The Planning Commission and staff have been studying the Pyramid proposal to determine whether the scale of development is appropriate for the site and whether the impacts associated with a development of this size in this location can be adequately mitigated.

II. Most Recent Planning Commission Work Session.

On Wednesday, March 10th the Planning Commission held an informational Work Session with Pyramid's representative, Henry Sigg, John Goodell of Dan's Foods, Jack Thomas, AIA, and Doug Rosecrans of the Sear Brown Group. The Work Session was scheduled at the Planning Commission's request and the applicants were invited to provide an update on their progress.

The Work Session went well and the information exchange was constructive. At the outset of the review in January there were significant questions about the mass, size, and scale of the commercial development, traffic and circulation, wetlands disturbance, the housing component, and the impacts on the entry corridor. The Planning Commissioners are mixed in their responses to the proposal but it appears that the larger questions have been answered.

The most critical issues resulting from the Work Session were how the residential units will be priced, with a general consensus that some rent control or other provision for tieing the residential to the commercial is appropriate. There is also still concern over the overall size of the commercial center, with some Commissioners saying that they still are not convinced that a center of this size is in the community's best interest.

III. Updated Project Description:

Commercial: The commercial portion of the site contains approximately 10 acres of land proposed to accommodate the following:

	Original	**Rev. 2/3**	Rev. 3/10
Anchor:	55,000 sf	55,000 sf	**52,500**
Contiguous Space:	27,000 sf	**10,000 sf**	10,000
Reconfigured Space:		**15,000 sf**	15,000
Satellite Pad:	4,000 sf	4,000 sf	**eliminated**
Restaurant Pad:	6,000 sf	6,000 sf	6,000
Bank Pad:	7,000 sf	7,000 sf	3000 ft prnt

			7,000
total			
Total Commercial SF:	99,000 sf	**97,000 sf**	**90,500**
Total Proposed Parking:	464 spaces 4.68/1000	**461 spaces** 4.75/1000	**431 spaces** 4.75/1000

Residential: The residential portion of the plan involves about 10 acres proposed to accommodate 72 residential units of 750 square feet each, reduced from the original number of 104 units. The units will be configured in six 12-plexes with 163 parking spaces provided at a rate of 2.2 spaces per unit.

Open Space: The total open space will be approximately 30 acres located on the hillside, and in undisturbed wetlands retained by the City.

The revisions as of 3/10 are highlighted in bold as follows:

Anchor - east wing has been broken off and is now freestanding. **Anchor reduced from 55,000 to 52,500**

Square footage - reduced by 2,000 square feet, reconfigured as freestanding space (broken-off wing). **Reduced an additional 6,500 square feet from 97,000 to 90,500**

Parking - reduced by three spaces. Reconfigured more specifically toward each building. **Reduced by additional 30 spaces, new total is 431.**

4,000 sf Satellite pad - reconfigured slightly. **Eliminated.**

Residential portion of plan - general site plan included for MPD review. Six 12-plexes totalling 72 units, reduced from 104 units originally discussed. Parking total: 163 spaces, 2.2 spaces per unit. **No change in density, slight reconfiguration of southern-most building.**

Road location. The road through the commercial center has been pushed back into the site up to 40 feet in some areas. This is to provide a greater buffer along Hwy. 248.

IV. ISSUES FOR DISCUSSION (excerpts from the February 10th Planning Commission Staff Report):

1. Explanation of philosophy behind the creation and application of RCO zoning to the Snow Creek site.

A. History of RCO zone.

The City Council adopted the RCO zoning and applied it to the Snow Creek site in February, 1989. This was after extensive staff discussion and public input regarding the costs and benefits of applying it to several different sites in Park City. Early in 1988, the staff was directed by the City Council to evaluate the General Commercial zone and the potential for locating another grocery store in Park City. It was determined that the Snow Creek site, the Frandsen-Blonquist parcel on Hwy. 248 across from the high school, and the City shops/public works site were the only parcels large enough to accommodate a grocery store.

The City shops parcel was and is still is zoned GC, but is not located so as to be attractive to a major retail tenant such as a grocery store. It was determined that the GC zone was too broad to be applied to the other two parcels and that very specific site design criteria should be developed to shape future development. The intent was clearly to plan for the future commercial needs of Park City by providing a location within the city limits for a second grocery store. The residential and tourist populations were expanding and it was recognized that commercial services would have to be expanded to meet the future needs.

The City Council held public hearings and voted on applying the RCO zoning to the two other parcels. There was a great deal of neighborhood opposition to allowing the RCO zone on the Frandsen-Blonquist site and the Council voted against applying it there. That ruling was reinforced in 1991 when the Council voted against a rezone of the site to RCO to accommodate another proposal for a grocery store.

The Council voted in support of the application of the RCO zone to the Snow Creek site based upon the need for a possible location for a second grocery store in town and based upon a positive recommendation from both the staff and the Planning Commission. There was limited public opposition, and what input there was, was related to the cemetery being next door to a commercial center.

B. Benefit and Use of the Overlay zone.

The Council determined at that time that the benefit of having the new zone apply as an overlay was that its application would be discretionary, based upon the ability of the applicant to meet very specific criteria set forth in the ordinance. By adopting the ordinance creating the overlay and applying it to the Snow Creek site, the Council was determining that the commercial use of that parcel was appropriate.

The role of the Planning Commission in the RCO approval process is to review a project for compliance with the criteria in the RCO zone. It is not their role to determine whether the parcel is appropriate or not for commercial use. The Council has already established that position through the adoption of the ordinance creating the zone and its application to the Snow Creek site.

The Council and Planning Commission were being proactive in 1989 by looking ahead and determining that a second grocery store was definitely going to be needed, and by determining the most appropriate location for it within the city limits. The philosophy behind the selection of a location was that the City should prepare to meet the eventual demand which was certain to arise, in a location where the demand was most likely to be centered. This location serves both the local resident population and the tourist population.

C. Benefits to the City.

The benefits of locating within the City limits are not only perceived from a user standpoint of access and convenience, but from the resident and tourist perspectives of increased city services and heightened quality of life afforded by the additional tax revenue generated from the second store. It has not been determined whether the market share will actually increase with the addition of a second store or whether the second store will share the current market with the existing store, but it is certain that the location of the store within the City limits will mean that the additional tax revenue stays within the city and not bleed out as it would if a second grocery were to locate outside the City limits. An analysis of the comparative tax benefits to the City has been prepared and is attached.

D. Snow Creek's value as open space.

One additional question which was raised with regard to the Snow Creek parcel is why the City is anxious to have this parcel developed rather than purchasing it and keeping it as entry corridor open space. The reason is that while the parcel certainly is in Park City's entry corridor, it is well beyond the point of "entry corridor open space". The entry corridor open space effectively ends at the Radisson Hotel and the land beyond that point is consistently zoned for development. This site and the other vacant parcels will all be developed at some point, unless they have specifically been set aside for open space as was Lot 1 of the Thaynes Creek Ranch Phase 1 development.

In addition, the Comprehensive Plan contemplates development on this parcel. Its value as open space is certainly high because of the wetlands and the hillside, but probably not as high as some of

the other parcels which make up the contiguous open space corridor coming into town. The wetlands and hillside will be preserved with this plan while the developable portions of the site will be allowed to be developed.

2. Other Issues for Discussion - Site plan and design details.

In general, the staff is comfortable with the overall proposal, including the circulation, parking, and building locations. The preliminary life/safety and utility issues have been addressed to the satisfaction of Chief Building Official Ron Ivie and City Engineer Eric DeHaan. A memorandum from UDOT was received which states that the two access points (off 224 and 248) are located appropriately.

In analyzing individual aspects of the plan, the staff is generally comfortable with most of the criteria set forth for review in Chapter 10.9 of the Land Management Code. Aspects of the proposal such as its density, parking, open space, drainage, circulation, and utilities are all adequate. Like the Planning Commission, the staff is concerned about crossing the wetlands and would prefer not to. However, the traffic consequences of not crossing are so severe that we do not see how it can be avoided. It appears that the crossing will actually help alleviate some of the potential congestion at the intersection of 224 & 248.

3. Sensitive Lands Ordinance.

The Sensitive Lands Ordinance only applies to the residential portion of the site along Hwy. 224. Within that area, the sensitive lands area would be the wetlands. The City will retain this area and a 50-foot buffer is being provided as required by the Ordinance. Based upon the criteria in the Ordinance, there will be no further restrictions on the residential or commercial portions of the site.

The Frontage Protection Zone (FPZ) applies to the site wherever it is contiguous to the two highways and the required 30-foot setback will be respected.

4. Comprehensive Plan.

The plan is not in strict accordance with the Comprehensive Plan which shows this area to be appropriate for "Medium Density Residential/Mixed Use" defined as follows:

Areas on major roads where a mix of uses could complement the entry experience to Park City. Base zoning should encourage clustering of residential units with limits on scale and density. Ordinance flexibility should allow the

consideration, as a discretionary review, of commercial master planned developments including such uses as office and research parks and hotels with convention facilities. Retail uses should be limited to "in lobby" facilities for hotel guests.

However, the City Council, in adopting the Regional Commercial Overlay zone in 1989, did determine that some other uses might be appropriate if the citizens mandated the need for a commercial center with an anchor in the 30,000 - 65,000 square foot range and if the project's design was exceptional.

* * * * * *

See discussion in the work session notes. Sally Elliott stated that this location is appropriate for commercial as is the amount of square footage. Ruth Gezelius concurred and recognized that the site is difficult. She stated that she could support a resolution of intent to reverse the Planning Commission action, that the conditions of approval for the commercial are acceptable and that the conditions applied to the residential section be subject to a particular use and density allocation but not given conceptual approval. Toby Ross suggested that if the Council approves the commercial MPD portion of the project that this will not take force until the property is acquired or the offer submitted by Pyramid is accepted by the RTC. Ruth Gezelius, "I move MPD approval on the commercial portion subject to RTC's acceptance of Pyramid's proposal and on the residential portion that we not grant MPD approval and that any subsequent application would be subject to review on the part of the Planning Commission and City Council". For the benefit of Mr. Sigg, it was explained that this is an approval of part of the MPD and there will not be two separate MPDs.

Leslie Miller stated that the design is good and she is satisfied with the presentation. She would prefer less parking and is not totally convinced that the community needs this amount of commercial, however, she feels that Park City will grow and that the Council has to plan and accommodate the needs of the future. Ms. Miller continued that a grocery store centralizes a community and she would rather keep people in Park City. She stated that she was not comfortable with the residential aspect of the project and urged the applicants to be sensitive on the environmental issues affecting the project. Roger Harlan hoped that there was a way to phase the projected parking and felt that the residential portion could be improved to include purchase by Park City residents. He liked the addition of a grocery store and felt that the plan improves the entry corridor and the traffic circulation in the area. Mr. Harlan added that commercial activity will enhance tax revenues and he supported the project.

Bob Richer agreed with the statements made. He noted that there has not been public outcry against this project which occurred with the Smith's proposal. The Prospector Square Association complained about dilution of the commercial base, but Mr. Richer countered that the Prospector area is not suitable for commercial retail, like a grocery store or bank. He stated that affordable housing is an issue for him and should be tied one way or another with the project. Retail grocery use is the absolute best use from a revenue standpoint because it generates both retail, resort cities sales tax, and property tax. Mr. Richer felt that the details of the plan can be worked out. He pointed out that the City Council may be perceived as facilitating growth but the growth was really set in place 15 years ago. It is the fiscal responsibility of the Council to respond to growth with a long term economic plan.

Suzanne McIntyre reported that Frank and Marcia Liberty from Saddleview Drive called, requesting that Council uphold the Planning Commission's denial. Ruth Anderson called and stated that she didn't feel a grocery store should be located across the street from Albertson's and is opposed to an affordable housing project. Ms. McIntyre discussed an additional condition relating to review of parking if a commercial use changes. Ruth Gezelius pointed out that this is already covered in the LMC under the conditional use process. Toby Ross recommended that this be a separate condition so that all uses work well with the center. Ruth Gezelius, "I amend my motion to include a condition that any adaptive reuse change be subject to the conditional use process for satellite pad locations". Sally Elliott seconded. Motion unanimously carried.

2. Appeal of Planning Commission denial of a request for a conditional use permit for a single family residence on the Sheen Parcel (Sweeney Master Plan) 707 Norfolk - Fred Moore - See work session notes. Jack Thomas, architect, stated that the massing is attractive and works well on the site. Chris Erickson, Old Town resident and Planning Commissioner, stated that when he is determining compatibility, he asks himself if something is typical or atypical to its surroundings. In that context, he considers two houses on one lot, a triangular floor plan, and a lot of this size to be atypical features in the Historic District. Mr. Erickson continued that over the years, there has been an incremental widening of what can be justified as compatible. The Mayor pointed out that there is a larger house adjacent to this home. Chris Erickson countered that the square footage may be similar but a triangular shaped house is atypical. Ruth Gezelius added that irregular lots in Old Town are the norm.

Councilmember Gezelius stated that she has attended both Historic District Commission and Planning Commission meetings and

3. **Prospector Square, Final Plat to Rearrange Parking and 15 Building Parcels (State Hwy. 248, Bonanza Drive and Prospector Avenue) - Jack Johnson Co.**

Planner Susan Lykes stated the applicant had requested that this item be continued.

MOTION: Commissioner Chuck Klingenstein moved to CONTINUE the Prospector Square public hearing. Commissioner Alison Child seconded the motion.

VOTE: The motion passed unanimously. Commissioner Dean Berrett abstained from the vote due to a conflict of interest

4. **Sweeney Subdivisions - Preliminary Plat (King Road and Upper Norfolk)**

Planner Janice Lew reported on public input from the property owner at 314 Norfolk who was concerned about having his view obstructed.

Chairman Bruce Erickson opened the public hearing.

There was no public input.

Chairman Bruce Erickson closed the public hearing.

5. **Snow Creek - Commercial MPD (Northeast Corner of Hwy 248 and 224)**

Due to a conflict of interest, Chairman Bruce Erickson abstained from discussion and action on this matter and turned the meeting over to Vice-Chair Alison Child.

Planning Director Nora Seltenrich explained that the City Council had approved a large-scale Master Plan Development on the Snow Creek parcel on May 13, 1993, setting forth some broad parameters on the parcel at the corner of Highways 224 and 248. The MPD included both commercial and residential portions, with a road running through the site connecting the two highways. A wetlands portion and a hillside portion on the site would be left undisturbed and would be owned by the City. Director Seltenrich reviewed site plans showing the commercial portion and stated that the Planning Commission was now reviewing the site specific design for the commercial project only.

Director Seltenrich explained that the proposed project was a 90,500 square foot shopping center consisting of six buildings to be developed in three phases. Total proposed parking was 446 spaces. The retail anchor, currently proposed as a grocery store, would be 52,500 square feet. Final landscaping details would be

addressed in the conditions of approval. The Staff recommended approval of the Snow Creek plans subject to conditions of approval mostly addressing final details to be worked out between the Staff and applicant.

Vice-Chair Alison Child opened the public hearing.

Linda Haynes was concerned with the issue of inviting more traffic into Park City. She felt Kearns Boulevard would soon look like State Street, and with three schools in the area, she felt traffic would be a major problem.

Susan MacArthur liked the idea of another grocery store, but not across the street from the current grocery store. She felt it was more appropriate in an area to accommodate those living eight or ten miles away.

Jess Reid asked where the entry was in relation to the existing dirt road leading to the abandoned house. Director Seltenrich explained that the entry was just east of the dirt road across the street from the most easterly entrance to the Yarrow. Mr. Reid asked if exterior signage would be the same as the Park City Plaza, and Director Seltenrich responded that it was proposed to be the same with halo illumination. She explained that the freestanding signs were not part of the current approval and would come before the Planning Commission at a later date. Signage details for individual buildings had not been approved and required sign permits.

Mr. Reid asked about something appearing on the plans coming from the road into his parking lot. Director Seltenrich explained it was an option to encourage circulation. The applicant and Mr. Reid could reach an agreement as to whether they wanted a vehicular connection. Mr. Reid asked about trails and sidewalks. Director Seltenrich replied that an extensive trails plan had been proposed showing sidewalks and trails. The applicant had also proposed a bus stop within the development and a special designated area for taxi drop-off adjacent to the anchor. Mr. Reid asked how Highway 248 would connect with the trails. Director Seltenrich offered to set up an appointment to meet with Mr. Reid to further explain the details.

Suzanne McAdams asked for an explanation of improvements to the intersection and how it tied in with the access. Director Seltenrich explained that there would be a stop light at the intersection of Highways 224 and 248. The area would be widened, with acceleration and deceleration lanes facilitating access to the driveways. She suggested Ms. McAdams contact City Engineer Eric DeHaan if she wished to review drawings of the proposed changes.

Myra Strauchan was concerned about proposed lighting for the project and hoped it would not be too bright. Director Seltenrich explained that one of the conditions of approval required that the final lighting plan be approved by the Staff. She asked Mr. Doug Rosecrans, representing the applicant, to explain the proposed lighting. Mr. Rosecrans explained that the proposed lighting would be on a 25-foot pole with a boxed in light shining down and not out. The very minimum lighting required by the International Electrical Society would be installed.

Vice-Chair Alison Child closed the public hearing.

Chairman Bruce Erickson resumed the chair.

6. **Hidden Meadows Annexation, (North of Royal Oaks II and Prospector Square)**

Chairman Bruce Erickson commented that this item would be presented in two parts. The first part would be a presentation discussing the annexation process, and the second part would address the project proposed by the applicant.

Planner Susan Lykes reported that the application was received in December 1992 and had been in process since then. The Planning Commission had reviewed issues of annexation including Master Planned Development approval which would determine the type of development allowed and the zoning applied if the proposed site were annexed. Major issues included road connections, traffic, and density. Planner Susan Lykes explained that, when the Planning Commission takes action on October 13, their decision would be based on reviews over the last year, public input, and the Staff's recommendation. The Planning Commission would only be making a recommendation to the City Council. The City Council would have responsibility for the annexation approval, and they would take public input at their meeting on November 4.

Planner Lykes corrected a media error by explaining that there was no connection planned from Hidden Meadows to Prospector or Chatham Crossing. An option for a secondary access through the Gillmor property to Highway 40 had not been decided. The primary access would be through Solamere.

Representing the applicant, Liz Josephson reviewed plans evolving from an environmental process mapping vegetation, slopes, access, exposure, and soil. The combined criteria led to a series of concepts proposed for Hidden Meadows. The plans were color coded and showed Hidden Meadows, the current Park City boundary, the annexation boundary of Park City and the ridgelines identified in the Park City Sensitive Lands Ordinance. Ms. Josephson explained

6. The City Council shall accept dedication of the open space parcels prior to plat recordation.

7. A security shall be posted for all public improvements, including trails and the Aerie Drive improvements, prior to plat recordation.

2. Town Lift Phase I, Condominium Plat (738 Main Street) - Marriott Ownership Resorts

The Staff recommended approval with conditions as outlined in the Staff report.

MOTION: Commissioner Alison Child moved to APPROVE the final plat for Town Lift Phase I with conditions as outlined in the Staff report. Commissioner Dean Berrett seconded the motion.

VOTE: The motion passed unanimously.

Conditions of Approval

1. The City Attorney shall review and approve the Declaration and Covenants.

2. The City Engineer shall review and approve the plat.

3. Prospector Square, Final Plat to Rearrange Parking and 15 Building Parcels (State Hwy 248, Bonanza Drive and Prospector Avenue) - Jack Johnson Co.

The Staff recommended this item be continued at the applicant's request.

MOTION: Commissioner Alison Child moved to CONTINUE the decision regarding the Prospector Square Plat amendment. Commissioner Chuck Klingenstein seconded the motion.

Commissioner Dean Berrett declared he would be abstaining from discussion and voting on this matter due to a conflict of interest.

VOTE: The motion passed unanimously, with Commissioner Dean Berrett abstaining from the vote.

4. Snow Creek Commercial MPD (Northeast corner of Hwy 248 and 224)

Chairman Bruce Erickson stated that he would be abstaining from the discussion and vote on this matter and turned the meeting over to Vice-Chair Alison Child.

Planning Director Nora Seltenrich stated that the Staff recommended approval of the Snow Creek Commercial MPD subject to the conditions of approval outlined in the staff report. She reviewed changes to the conditions:

An addition was made to Condition 2:

> The retail anchor shall be no more than 52,500 square feet.

The third item on Condition 7 was amended to add:

> The intent is to screen parking areas from Highways 224 and 248.

An additional item was added to Condition 7 to read:

> The final plan shall include specifics on size of materials. The materials shall be a significant size and mix to adequately screen parking from Highways 224 and 248.

The last item under Condition 7 was modified to read:

> The access road along Highways 224 and 248 and areas not constructed in Phase I shall be included in this security.

The second item of Condition 14 was amended to read:

> Wrapping of the roof detail around the northwest side of Buildings B and C and the east side of Building E is required.

Commissioner Chris Erickson asked what effect any action on the Conditional Use Permit had on the residential portion of the MPD. Director Seltenrich responded that it would not have an effect because the residential portion would be a separate application. As part of the Conditional Use Permit approval for the commercial portion, the applicant was required to landscape the area along Highway 224 and establish the location of the road connecting Highway 224 and Highway 40. Those were the only things that would affect the residential development.

Representing the applicant, Jack Thomas addressed the extension of the canopy along the north elevation of Building C, which was the loading dock. The canopy design for the front of the buildings integrated columns on a bay system. The loading dock had an entirely different function, and attaching the canopy to that elevation would be a difficult process. Pyramid Construction understood from their initial discussion that the canopy would extend along the north elevation of Building B, but Building C would be left open with a canopy over the dumpster.

Community Development Director Rick Lewis explained that, when the Staff was on site, it was clear that the corner would be a visible elevation. The Staff felt it presented a peculiar look for the roofline to go only part way. It would take years for vegetation to grow up to screen that side of the building. The Staff felt the overall design of the building would have a more finished look from Highway 224 with the roof detail. Mr. Thomas explained that it would be difficult to integrate the wood columns into the canopy. Community Development Director Rick Lewis responded that the wood columns were not required.

Commissioner Chuck Klingenstein stated that he did not like the intensity or the strip nature of the Snow Creek Development from the beginning, but when the City Council chose to overturn the Planning Commission's original decision, he had worked to the best of his ability to find the best project possible. However, parking was still a major concern. He was not convinced that all the parking would be needed from the start, and he wondered if it would ever be needed. Park City was becoming overpopulated with automobiles, and more parking would invite more cars. He thanked the applicants for their hard work to mitigate many of his concerns, but he still could not support the project.

Commissioner Joe Tesch invited the public to be aware of the public work sessions held for two hours prior to the Planning Meeting. This was where the issues were discussed and most problems resolved. By the time the Commissioners reached the Planning Meeting, they had formed their opinions and were ready to vote. Snow Creek was a difficult parcel that required hours of discussion over many issues. He felt the applicants had worked hard to achieve the best development possible, and he viewed it as a quality development. He felt a second grocery store was needed. It would be competitive with Albertsons and give the citizens a choice, and he thought it was a good use for that piece of property.

Commissioner Fred Jones said Snow Creek had been a difficult project for him from the beginning, and his major concern was the size and configuration of the project. However, the City Council had approved an MPD granting the developers the size of the project. Given the parameters of the City Council decision, he felt the developers had made an effort to design an attractive project and expected them to follow through with the Staff in terms of the intent of the landscaping and screening. He stated that he supported the project, but with reservations about the extent and size of the project.

Commissioner Chris Erickson agreed with Commissioner Fred Jones. He felt it had been handled well and hoped the end result in

reality met or exceeded what they had seen on paper. He was ready to support the project.

Commissioner Dean Berrett stated that, although the City Council had reversed the original decision made by the Planning Commission, it did not mean the Commissioners should forget their responsibilities as Planning Commission members and the process they had been through. The project presented for approval was only a refinement of the same project the Planning Commission denied a few months ago. In his opinion, the site was not appropriate for a 90,500 square feet of retail space configured in five building footprints with asphalt for 446 parking spaces and associated circulation lanes. An ill-defined RDM zone development, inadequate handling of the Top Stop issue, Park City Municipal Corporation ownership of open space, and what he referred to as "we the taxpayers through Park City Municipal Corporation's participation and facilitation of this purchase," purchased it from ourselves. He stated that he had never been comfortable or satisfied with that process. The City Council had overturned the Planning Commission denial and directed the Staff and Planning Commission to refine the project through the CUP process. He stated that he had personally tried to be objective and positive in the process and felt that had been the case given the fact that the Planning Commission was left to approve a project they had already denied. He intended to vote no on this issue.

Commissioner Alison Child commented that she felt the parking was excessive and thought there should have been some concessions.

MOTION: Commissioner Dean Berrett moved to DENY the Conditional Use Permit approval for Snow Creek based upon the findings that the 90,500 square feet of retail space with the associated parking was not appropriate for the site. Commissioner Chuck Klingenstein seconded the motion.

VOTE: The vote was split 3 to 3 and the motion failed, with Commissioners Dean Berrett, Alison Child, and Chuck Klingenstein, voting in favor of the motion and Commissioners Chris Erickson, Fred Jones, and Joe Tesch voting against the motion. Chairman Bruce Erickson abstained from the vote.

MOTION: Commissioner Joe Tesch moved to APPROVE the Snow Creek Conditional Use Permit with the conditions set forth and an additional condition stating that prior to building permit issuance, the applicant would obtain final approval on the remaining portion of the parcel. Commissioner Chris Erickson seconded the motion.

Commissioner Joe Tesch asked Commissioner Dean Berrett why he objected to Snow Creek when it appeared to be the same situation as Nielsen/Korthoff where the Planning Commission had denied it and the City Council overturned their decision. Commissioner Dean Berrett responded that a decision made by a higher body could not force him to change his vote. From the start he had been fundamentally opposed to the application of the RCO zone as applied to the Snow Creek project. He appreciated Commissioner Joe Tesch's attempt to address the RDM site which went one step further toward what the Planning Commission wanted several months before, but it did not overcome his objection to the RCO portion of the project.

VOTE: The vote was split 3 to 3 and the motion failed, with Commissioners Chris Erickson, Fred Jones, and Joe Tesch voting in favor of the motion and Commissioners Dean Berrett, Alison Child, and Chuck Klingenstein voting against the motion. Chairman Bruce Erickson abstained from the vote.

MOTION: Commissioner Chuck Klingenstein moved to APPROVE the Snow Creek Conditional Use Permit as outlined in the staff report with one modification to attach a condition of approval requiring that the parking be phased as outlined in the staff report on Page 63, Item 1. Commissioner Chris Erickson seconded the motion.

Commissioner Joe Tesch asked Commissioner Chuck Klingenstein to consider an amendment to his motion to include the requirement that no building permits would be issued until final plat approval was obtained with regard to the residential section. Commissioners Chuck Klingenstein and Chris Erickson accepted the amendment.

Vice-Chair Alison Child asked what was gained by amending the motion, how it would change their ability, and what impact it would have in reviewing the residential portion. Commissioner Chuck Klingenstein felt it might be an incentive to the developer to expedite the residential portion and make it more favorable.

VOTE: The motion carried 4 to 2, with Commissioners Chris Erickson, Fred Jones, Chuck Klingenstein, and Joe Tesch voting in favor of the motion and Commissioners Dean Berrett and Alison Child voting against the motion. Chairman Bruce Erickson abstained from the vote.

Conditions of Approval

1. All the standard conditions of approval shall apply.

2. The approval is for a 90,500 square foot commercial center with 446 parking spaces to be developed in three phases. The site development plans dated August 20, 1993, and

architectural drawings dated September 1, 1993, shall accompany these conditions of approval. These conditions may require changes or additional detail from those plans. The retail anchor should be no more than 52,000 square feet.

3. Final grading, drainage and utility plans shall be required to be approved by the City Engineer.

4. A Center maintenance and management plan shall be developed and approved which specifies ownership and maintenance responsibilities. The parking shall be commonly owned and not restricted to any use or structure. The plan shall insure maintenance of public amenities such as trails, walkways, bike racks, bus shelters, drinking fountains, benches, and landscaping.

5. No outdoor display of merchandise will be allowed anywhere in the Center. Outdoor dining may be considered by the Planning Commission as a conditional use.

6. A final trails plan shall be submitted and approved prior to building permit issuance which shall be consistent with the proposed trails plan with the following changes:

- The separated pathway along Hwy. 224 is not necessary since UDOT has constructed a sidewalk.

- The trail along the old railroad grade shall be 10 feet asphalt and 4 feet soft surface as shown on the plan. The section shall be modified to show 6" of compacted base, 3" of asphalt top course and weed barriers under the wood chip soft surface.

- Trails which cross wetlands will need to be boardwalks. The design shall be approved by the Staff.

- A minimum of 10 feet of separation is necessary between the pedestrian path and the access road.

- A trail connection shall occur between the sidewalk along Hwy. 224 and the railroad grade trail.

- The northerly point of the railroad grade trail may need to be relocated slightly based upon current negotiations with adjacent property owners.

- The gravel trails shall contain a weed barrier. All trails shall be constructed concurrent with construction of Phase I. A security shall be posted to insure installation of the

trails prior to building permit issuance. The trails shall be completed prior to Certificate of Occupancy on the anchor retail space.

7. The Landscape Plan shall be modified to incorporate the comments of the City's Landscape Architect and shall include:

   - Final planting details on the planter areas adjacent to the buildings.

   - More detail on sod/bed areas which shall include massing of materials.

   - Sections are required through the planters along the south end of the parking lot. There shall be some grade change in these areas. The intent is to screen parking areas from Hwy. 224 and Hwy. 248.

   - A specific berming plan shall be required for the storm pond retention areas along the northwesterly facade of the building.

   - A temporary landscape plan shall be required for phases not to be built initially.

   - Irrigation plans shall be submitted and approved.

   - A security shall be posted prior to building permit issuance to insure installation of all landscaping associated with Phase I, the access road along Highways 224 and 248 and areas not constructed in Phase I shall be included in this security.

   The final plan shall include specifics on size of materials. The materials shall be a significant size and mix to adequately screen parking from Highways 224 and 248.

8. A detailed streetscape plan shall be submitted by the applicant and approved by the Staff which shall address:

   - Paving details
   - Benches
   - Structures such as phone booths, drinking fountains, trash receptacles and bike racks.

9. Final lighting details shall be approved by the Staff.

10. Restrooms shall be made available to the public between Buildings C and D.

11. A plan for the wetlands crossing shall be submitted prior to permits being issued for any improvements on the site. The bridge detail shall address a separate pedestrian crossing.

12. All necessary permits must be obtained from other agencies including the Army Corps of Engineers and UDOT.

13. Any freestanding signs shall be separately approved by the Planning Commission.

14. Final architectural details shall be approved by staff prior to building permit issuance which shall include:

    - Final approval of materials and color.

    - Wrapping of the roof detail around the northwest side of Building B/C and the east side of Building E is required.

15. Final details on screening of dumpsters and the trash compactor shall be approved.

16. The exact location and design of the bus shelter shall be reviewed and approved by Staff. A detailed plan shall be submitted which includes details of the shelter and details of the significant landscaping which shall be required in the area.

17. Prior to building permit issuance, the developer and the City shall enter an agreement which allows the City to use a portion of the parking lot for overflow for special events. The agreement shall address:

    - Number of spaces.
    - Method of designation of parking area.
    - Times when special events parking is appropriate.
    - Management by the City of the event parking.

18. When the Top Stop applies for remodeling of the use, the improvements shall be made compatible with this approval.

Chairman Bruce Erickson resumed the chair.

X. BACKGROUND INFORMATION

1. Royal Oaks Phase II Revised Final Plat

Chairman Bruce Erickson commented that this project would not be easy. The Staff had outlined the issues of road access components with or without the Hidden Meadows annexation. He suggested the

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 14, 1993

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 14, 1993. Members in attendance were Sally Elliott, Ruth Gezelius, Roger Harlan, Leslie Miller, Bob Richer, and Brad Olch. Staff present were Toby Ross, City Manager; Jodi Hoffman, City Attorney; and Rick Lewis, Community Development Director.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business:

Hot air balloons - Brenna Herteaux, 2400 Holiday Ranch Loop Road, described two negative experiences both in the county and the city where her animals were endangered by hot air balloons. She strongly urged Council to adopt regulations regarding hot air balloon activity. Bob Richer pointed out that in work session, Council unanimously supported that hot air balloon regulations be drafted as soon as possible.

III MINUTES OF MEETING OF OCTOBER 7, 1993

Ruth Gezelius, "I move approval as presented". Sally Elliott seconded. Motion unanimously carried.

IV CONSENT AGENDA

Ruth Gezelius, "I move approval of the Consent Agenda item". Sally Elliott seconded. Motion carried unanimously.

Approval of master festival license for America's Opening on November 26 - 28, 1993 to be held at the Resort Center - In response to growing crowd control problems and construction impacts on Main Street, all festivities including the opening "street dance" will be held at the Ski Area. The dance will take place on the mountain just west of the Coyote Grill and the fireworks will be higher on the mountain, at the top of the new chair lift. Police officers will still be used at the dance but it is expected that their presence will be reduced considerably. In recognition of current marketing goals, the strategy will be to promote the event as a ski race and not as a party.

V NEW BUSINESS

Appeal of two conditions of a Planning Commission approval of a conditional use approval of September 22, 1993 on a

master planned development at the Snowcreek Parcel site - Pyramid Construction - For the record, the parking calculation was originally proposed at 365, which is 4.5 per 1,000 square feet which according to the standard, is considered a moderate parking formula. The revised conditions of approval occurring at the September 22, 1993 Planning Commission meeting are as follows:

17. Prior to building permit issuance, the applicant shall submit and the staff shall approve a plan to phase parking for Phase I of the development. No more than 300 spaces shall be permitted to be constructed initially. The areas not to be paved at this time will be landscaped temporarily to blend with the balance of the landscape plan. Within 12 months of full occupancy of Phase I, the Planning Commission will evaluate the demonstrated need for the additional parking.

19. Prior to building permit issuance for the commercial project, a small scale MPD/CUP shall be approved for the residential portion of the Snow Creek Large Scale MPD.

The Mayor invited the appellants to speak.

With regard to the parking issue, Doug Rosecranz, Sear-Brown Group project engineer, pointed out that now 25% of the grocery business bypasses Park City to Salt Lake. Additionally, residents have adjusted their purchasing habits and shop at less convenient times to avoid crowds and a larger parking lot would be used differently than it is currently. He added that a buffer can be designed so that the parking lot is screened. For the benefit of Bob Richer, Mr. Rosecranz emphasized that standards are useful for a number of reasons, and discussed lighting and site distance from curbs standards which are clearly established for safety reasons and the same is true with parking. There is a liability problem if there is insufficient parking.

Steve Miner, Director of Real Estate for Associated Food Stores in Salt Lake City, stated that his company owns a store in Aspen and because of poor planning they are in the process of retro-fitting the store with underground parking which is not desirable for grocery shopping. He described the desired 200 foot radius of parking ideal for grocery stores and the landscaped areas disturbing this area, but the aesthetics are an important consideration. He estimated that 40 employee parking stalls would be required and a customer count of 15,000 trips a week is anticipated. He stated that when Associated did a feasibility study it was clear that Park City fluctuations in seasons is smoothing out because of its diversity. With 15,000 trips a week and employee parking, there is at least a need for 250 stalls just for the grocery store. Safety is an important consideration, especially with the kids associated with grocery shopping.

John Giddell, Dan's Foods, described his experience in purchasing a store in Salt Lake with insufficient parking with a ratio of a little under four stalls per 1,000 square feet. Because of limited parking, he stated that patrons parked across the street and have been injured trying to cross. Roger Harlan pointed out that the adjacent area is much more populated and dense than Park City. Steve Miner stressed that it is irrelevant whether the population is coming from a ten mile radius or within a one or two mile radius. The relevant factors are the size of the store, the project sales volume and the anticipated customer count. He continued that it is not assumed that Park City customers will buy more groceries than anyone else, but if anything, there may be more trips, more intensity within the parking lot at certain times, and smaller transaction than in Salt Lake. Parking is not a function of the density or population but is a function of the building, servicing the needs of the customers.

Jack Thomas, architect, stated that at 365 there is enough parking to make this a viable project. He added that he has been working on this design for a year, and this is not a standard parking lot or development. The massing and design are broken up in components. In response to Mr. Harlan's earlier comments in work session about Park City Plaza being empty, Mr. Thomas commented that this development has a major anchor, Dan's Food Store, and the Plaza does not. With access on both SR224 and SR248, there will be substantial activity on the site.

Rick Lewis, Community Development Director, stated that as staff worked on the project, its position changed. Because of the slope of the site, it was clear that the parking could be easily screened. He pointed out that there has been a shortage of parking throughout town and the City's cost in installing additional parking in its recent Marsac project totaled $63,000 for 30 stalls. Mr. Lewis suggested that an agreement be reached with the applicant to use excess stalls for special events.

Jeff Coleman, Pyramid Construction project manager, felt that the project will need most of the parking but that they are willing to work with the City. If there are extra spaces, the City can use those in non-peak times. The only thing Pyramid will not commit to is giving x number of stalls to the City. They are amendable to the concept, however, and he felt something could be worked out.

Rick Lewis emphasized that the physical space 60 stalls represents is minimal compared to 300; the landscaping effort may not be worth the effort. The 60 stalls would have to be removed from the road itself, the overall visual impact would not be noticeable, and it would be difficult to add the stalls when needed.

With regard to the other condition concerning the residential development, Mr. Lewis pointed out that the staff, Council and Planning Commission are not close to a consensus and it may take two to three months to resolve this issue. If timing is important to Council for the commercial phase, he suggested that plans be submitted for review prior to pulling the permits for the commercial phase.

Discussion ensued regarding the berming and landscaping and obstructing signage. Bob Richer agreed with the City Engineer's and staff recommendation and felt that it doesn't make any sense to reduce the phasing plan from 365 to 300. He is convinced that the berming, landscaping and nature of the parking will solve aesthetic concerns and create a project that does not appear to have a sea of asphalt. At 365 parking spaces, we are still in a moderate range of acceptable industry standards with approximately 4.6 spaces per 1,000 square feet, where the industry standard is 5 spaces per 1,000. Ruth Gezelius concurred with Mr. Richer and added that she would feel more comfortable in having the spaces completed in this phase as proposed and that the staff review the landscaping plans to detail. She felt that the design is site sensitive. Sally Elliott felt that the applicant has done a good job with the berming and landscaping and will support the project as long as trails are a part of the first phase.

Ms. Miller noted that phased parking as it relates to the environment was a concern of hers six months ago, but recently the lack of parking has become an issue. It is difficult for her to decide what is in the best interest of good planning because the Planning Commission and staff recommendation are contrary, but personally she did not feel that 60 spaces is going to make a whole lot of difference in terms of providing visual open space and would rather air on the side of having a little bit more parking than not enough. Bob Richer emphasized that the Planning Commission recommendation was a result of a compromise and not unanimous.

Roger Harlan stated that he will be the lone dissenter as he feels there is too much parking allocated. He doubted that using the parking area for City use will be possible to regulate and perhaps not available when needed.

The Mayor requested that Condition No. 19 be addressed regarding the residential portion of the project.

Jack Thomas stated that the residential is the most difficult portion of the MPD. Because of the view corridor on SR224 the type of residential development appropriate at the location is very much up in the air. He didn't feel that this could be resolved in two months, but there needs to be a fair amount of time to study this issue and Council input is important.

Bob Richer stated that he has consistently expressed the fact that affordable housing or an affordable housing subsidy is an important component. He was concerned about losing leverage if the commercial is completed and the residential area remains vacant. Mr. Richer stated that the Disposition and Development Agreement provides the City an option to purchase the residential parcel for $500,000 if Pyramid wishes to sell the property. He suggested that the DDA be amended so that over a time certain that the City's right to purchase the residential parcel increases by the price decreasing. Jeff Coleman understood the Council's concern that Pyramid submit an application, but pointed out that their original commitment was in building affordable housing. He stressed that Pyramid did submit an application for residential, but various members of both the Planning Commission and City Council have different ideas on what should be built. Pyramid stands ready to perform but to make an application without the input of the City Council and Planning Commission would be in vein. He felt it impractical to tie together the residential and commercial as a construction start is anticipated in April. Bob Richer reiterated his concerns and proposals, and Mr. Coleman responded that the biggest thing being held over Pyramid's head is that they're sitting on a vacant piece of land which is not a speculative investment. It is in their best interest to develop.

Sally Elliott stated that she is not in a hurry to have the parcel developed. Ms. Gezelius agreed and is comfortable that the City's interest is protected with the $500,000 purchase price right of refusal. The developer cannot benefit from holding the land for speculation and it remains in his interest to make application. Bob Richer disagreed and felt that the main elements of the project was that the commercial would build a tax base, a good portion of this sensitive area would be protected, and also the community would be provided with an affordable housing project. However, if affordable housing at this site is not appropriate, Mr. Richer suggested a housing contribution alternative. He is disappointed that after four years, the Council does not have a tangible affordable housing project. He has no desire to see development on the entry corridor, but has stated consistently that the affordable housing component is as significant as the tax dollars generated from the commercial project. Ruth Gezelius asked Mr. Richer if he would be comfortable with an application being made by a certain date. Mr. Richer stated he felt more comfortable with penalties on the property for delays.

Jeff Coleman again stated that Pyramid stands ready to submit an application and move on with the residential project. However, Pyramid needs direction from both the Planning Commission and City Council regarding expectations on affordable housing. After direction is provided, Mr. Coleman felt that submitting an MPD application after 90 days is reasonable.

Ms. Miller also agreed that her support of the project is critically linked with the affordable housing element. She felt that the site should be planned comprehensively and questioned separating the planning processes. Ms. Miller felt that she has made a commitment to the public on affordable housing, the open space, parking and the commercial tax base. She stated that she supports the Planning Commission recommendation. Ms. Elliott asked if Ms. Miller could support the Council reaching a consensus with the Planning Commission on the residential and then specifying Pyramid with a specific time frame in which to develop a plan. Mayor Olch pointed out that the developer, Council and Planning Commission are all saying that they want a residential project, unfortunately, the residential and commercial portions were separated at the beginning of the process. The Mayor felt that everyone is in basic agreement and that the guidelines, process and time frame can be worked out to develop the residential.

Jeff Coleman emphasized that Pyramid Construction cannot close with the RTC without an approval. Bob Richer stated that if the approval is based on tieing the residential with the commercial, the applicant will not be able to initiate construction this year and will be delayed another year. Jeff Coleman reiterated Pyramid's submittal of an affordable housing project and their good faith effort. If he had consensus direction tonight, he could start designing tomorrow, but there probably will not be a clear understanding for months.

Ruth Gezelius noted that the commercial plan before Council is a much better one because it was remanded back to the Planning Commission and has reason to believe that the residential, with directives, will produce a quality plan. Roger Harlan recalled that the residential proposal was not acceptable to the Council and Planning Commission and Pyramid has operated in good faith. He has confidence that Pyramid has enough at stake to move ahead in a timely fashion; to place Pyramid under undue pressure might result in an unacceptable project. Mr. Harlan believed that Pyramid will perform. Mr. Richer added that the Council chose this applicant through an RFP process and there is a higher degree of trust. Mr. Miner added that if Dan's is delayed another year, it places an unfair burden on the anchor. Mr. Coleman reiterated his commitment to produce a plan after 90 days of notification of direction.

The City Manager summarized that some Council members feel comfortable by simply holding land as it would be sufficient to motivate an application. The application would have to be residential but not necessarily be affordable, but a condition could be made to make it affordable. The difficulty with that is the possibility of not getting a majority vote from either the Planning Commission or Council. The other issue is that if the

applicant were to file an application as early as in the next ten days, the action on the application would be made by a new Council.

The City Manager stated that by reversing this condition, the Council would be relying on the zoning in place, the DDA and the motivation of the developer to produce a residential project. If the Council desires a greater level of comfort, the applicant has offered that within 90 days of direction from the Council and/or Planning Commission, an application will be produced. An additional aspect of protection is rendered because there is a time frame. Because the construction of the commercial will be taking place, there will be leverage in place regarding the residential. If the application is to be affordable, "affordable" needs to be defined (i.e., rental, for sale, federal standards, etc.), which delayed consensus initially. The Planning Commission and City Council could determine density, character and intended market for the project and if approved, Pyramid could move forward on its development or not move forward, but the City is protected with its ability to buy the property. Leslie Miller pointed out that generally the City Council doesn't provide an applicant with specific direction. The City Manager stated that the project wouldn't be "designed by committee" but key characteristics could be identified (i.e., affordable, rental, ownership, mix, etc.) and the developer could formulate a variety of options. By giving direction is not granting approval, or not providing due process. The applicant needs guidance regarding expectations of affordable housing and its location on the entry corridor.

Discussion ensued about excluding the word "affordable" from the residential project, but the majority of Council felt it important.

Ruth Gezelius, "I move that we reverse the Planning Commission decision on Condition No. 17 that was appealed before the City Council and substitute the language that notes prior to building permit issuance, the developer and the City shall enter into a mutually acceptable agreement which allows the City to use a portion of the parking lot for overflow for special events and that agreement shall address the number of spaces, method of designation of parking area, times when special event parking is appropriate and management by the City of the event parking. And add an additional sentence which states that all Phase 1 space parking not to exceed 365 spaces can be constructed at the same time. And an additional condition that the landscape plan shall be reviewed and accepted by staff". Bob Richer seconded. Motion carried.

Sally Elliott	Aye
Ruth Gezelius	Aye
Roger Harlan	Nay
Leslie Miller	Aye

Bob Richer Aye

Ruth Gezelius, "I move that we overturn the Planning Commission's decision regarding Condition No. 19 on appeal and that we substitute the following language for Condition No. 19. Within 90 days of direction from meetings with the Planing Commission and City Council that the applicant be required to submit an application for a small scale MPD/CUP for the affordable residential project of the Snowcreek large scale MPD". Sally Elliott seconded. Motion unanimously carried.

VI REPORTS FROM COMMISSIONS AND BOARDS

Planning Commission meeting of October 13, 1993 - Rick Lewis reported on this meeting; minutes of which are available in the Planning Department.

VII COMMUNICATIONS FROM COUNCIL AND STAFF

None.

VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

* * * * * * * *

The meeting for which these minutes were prepared was noticed by posting 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Janet M. Scott, Deputy City Recorder

06-057

Memorandum of Understanding Regarding Local Consultation between the Utah State Division of Facilities Construction and Management, State of Utah ("DFCM") and Park City Municipal Corporation, a political subdivision of the State of Utah ("City"), for a State Liquor Store operated by the Department of Alcoholic Beverage ("DABC") to be located at Snow Creek Shopping Center in Park City.

Whereas, the DFCM explored several alternatives for expanding its services within the Park City area; and

Whereas, the DFCM and the City agree that the Snow Creek Shopping Center best meets the DABC's site selection criteria and local needs; and

Whereas, the City acknowledges that the site is or may be acquired under the threat of condemnation by the State of Utah, which is exempt from local land use regulations; and

Whereas, the DFCM wishes to fully consult with the City in developing the store in a manner that considers local land use regulations.

Now therefore, for mutual consideration the receipt and sufficiency of which is hereby acknowledged, the DFCM and City agree as follows:

A. Property. The location of the store will be the south side of the Snow Creek parking lot as approximately shown on Exhibit A.

B. Subdivision. The location is not currently a separate lot of record. The Owner of he property and/or the DFCM shall file an administrative subdivision plat application to the Planning Department pursuant to UCA § 10-9a-605 to create a new lot of record. The Planning Department shall expedite approval of the plat provided the new lot does not substantially create any new degree of noncompliance with the Park City Land Management Code. The DFCM shall obtain and grant reciprocal cross easements as necessary so that use of the remaining parking area and circulation with the Snow Creek development remains substantially the same as currently exists. As a condition of approval, the Planning Department shall require the Owner (Stanford Sugar) to address traffic circulation, pedestrian connections and parking drainage issues reasonably related to the increase in density and/or construction in the parking lot.

C. The DFCM will use reasonable efforts to comply with the architectural and landscape regulations attached as Exhibits B and C, respectfully.

D. The DFCM shall submit a site plan and elevations to the Planning Department. After approval of this MOU by the City Council, the Planning Department shall schedule a courtesy hearing at the first available Planning Commission meeting. The scope of the hearing shall be limited to the DFCM consulting with the Commission regarding the site plan and building design. Public comment may be taken at the discretion of the Planning Commission.

E. The DFCM agrees to follow applicable sign and lighting regulations. Approved master plans are attached as Exhibit D.

F. The DFCM agrees to consult with the Chief Building Official regarding construction mitigation, deliveries, fire and building code issues.

G. Jurisdiction. Nothing herein shall give the City land use jurisdiction over property owned by the State of Utah.

H. Nothing herein shall be construed as a precedent regarding any requirements of the State in respect to local government regulations.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding this 17 day of May, 2006.

PARK CITY MUNICIPAL CORPORATION

Dana Williams
Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

DFCM

5-10-2006

Alyn C. Lunceford
Real Estate and Debt Manager

Approved as to form:

Attorney General's Office

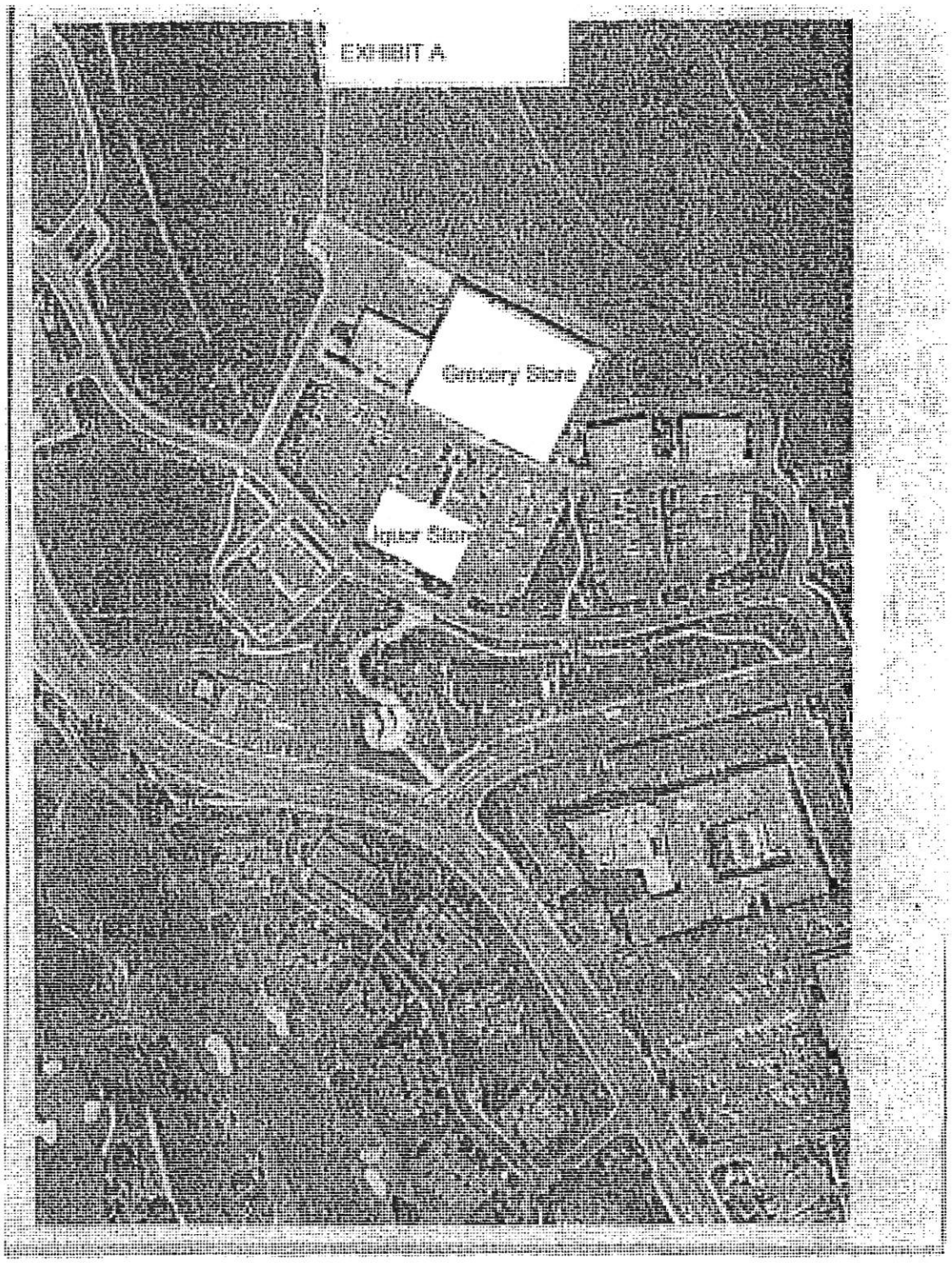


EXHIBIT A
Grocery Store

EXHIBIT B
PARK CITY LAND MANAGEMENT CODE
ARCHITECTUAL DESIGN GUIDELINES

15-5 -5. ARCHITECTURAL DESIGN GUIDELINES.

(A) PROHIBITED ARCHITECTURAL STYLES AND MOTIFS. The following architectural styles and motifs are prohibited in Park City:
(1) A-frame Structures;
(2) Geodesic dome Structures;
(3) Mediterranean motifs;
(4) Tudor or mock tudor, half timbering;
(5) "Swiss" chalets;
(6) Highly ornate victorian;
(7) Rustic frontier;
(8) Colonial;
(9) Nouveau-Chateau, French Provincial, Fairy Tale or Castle. Tower features and turrets may be allowed if roofs are not conical and if the roof line is integrated into the main Structure. Round exterior walls are permitted but not as semi-detached round rooms, i.e., a round room may not exceed 270 degrees;
(10) Other historical or period design motifs that have a strong connection or association with other regions, or which have no historical connection with Park City;
(11) New Structures designed to imitate Historic Structures built in Park City or elsewhere, unless the project complies with the Historic District Architectural Guidelines.

Exemption: The above provisions addressing tudor, victorian, and colonial styles and tower elements shall not apply in the Prospector Park Subdivision.

(B) PROHIBITED SIDING MATERIALS. The following materials have proved to be unsuitable for Use in Park City due to the extreme climate, or because their appearance is such that the values of adjoining or abutting Properties are adversely affected:
(1) Thick shake shingles;
(2) Ceramic tiles;
(3) Slump bloc, weeping mortar;
(4) Plastic or vinyl siding;
(5) Used brick;
(6) Simulated stone or brick, cultured stone or brick, synthetic stone products, pre-cast stone or concrete imbedded with stone fragments;
(7) Lava rock, clinkers;
(8) Asphalt or hardboard siding;
(9) Plywood siding;
(10) Aluminum siding is generally not considered an appropriate material. The Planning Commission may, however, consider requests for the Use of aluminum siding. The design of the Structure shall be consistent with the Park City Design Guidelines. The Applicant will be required to bring a sample of the type and color of siding to be approved by the Planning Commission. When aluminum siding is

approved by the Planning Commission, it shall have a minimum thickness of .019 inches and shall be backed or insulated with a minimum of 3/8 inch fiberboard of polystyrene foam;

Exemption: In Prospector Village, Park Meadows and Prospector Park Subdivisions, aluminum and vinyl siding may be permitted for new Single Family Dwellings when such Structures are located in Areas predominately developed with Structures utilizing the same types of materials.

In order to avoid architectural styles which are foreign to Park City, particularly mediterranean, southwestern, or adobe, Building designs which include large, unbroken expanses of stucco will not be approved. Stucco must be of earth tones; white or pastel colors are prohibited.

(C) **DESIGN ORNAMENTATION.** Architectural design in Park City has historically been simple. Highly ornate Buildings are inconsistent with the architectural patterns of the community, and due to the close proximity of one Development to another, inconsistent ornamentation may become unsightly and detract from Property values. To add architectural interest to Buildings, special ornamental siding materials may be used, provided that no more than twenty five percent (25%) of any facade of the Building is covered with ornamental siding. Examples of ornamental siding, provided for information purposes only and not as a limitation, are as follows:
(1) Fish scale cut shingles;
(2) Half-timbered stucco;
(3) Match-sticked wood or other inlays.

(D) **NUMBER OF EXTERIOR WALL MATERIALS.** Different exterior siding materials add interest to a Building, and to the community as a whole, however, the Use of too many exterior materials, like excessive ornamentation, detracts from the values of adjoining Properties. Exterior walls of any Building may be sided with up to three (3) different materials per Building, but no more than three (3) materials may appear on any one (1) wall, including ornamental siding. Trim shall not be counted as a siding material, but ornamentation is counted as a siding material. If trim covers more than ten percent (10%) of a side of the Building, it shall be counted as a siding material on that side.

(E) **ROOFING MATERIALS.** Because of the steep Grade changes within Park City, and the fact that residents and visitors are frequently in a position to look down on the City from the adjoining mountains, the appearance of roofs in Park City is of more significance than in other communities. Some roof types do not perform well in Park City's harsh climate. In addition, the Area's dry climate creates a high potential for wildland fires which makes the Use of wood roofs unsafe in some Areas. For these reasons, the following roof types are prohibited in Park City:
(1) Untreated aluminum or metal, except that copper may be used;
(2) Reflective materials;
(3) Brightly colored roofing such as bright red, blue, yellow, green or similar colors are highly visible. Exception: Green is allowed if it is determined that its hue, color, chroma and other attributes of color are similar to other earth tone colors currently

approved in Park City. In no case shall the color be determined to be bright or highly reflective or towards the yellow tones of the color spectrum;
(4) Wood shingles, including fire retardant, prohibited only in wildland interface zones. Wood roofs may be allowed on additions to existing Structures with wood roofs. In addition, wood roofing may be allowed on later phases which continue the specific design of existing projects and where the original phase has wood roofing. Existing non-conforming Structures must comply with this section when the Structure's roof is replaced;
(5) Except on Historic renovations or reconstructions with adequate documentation, roof ornamentation such as scroll work, finials, and bead-and-dowel work are prohibited.

(F) **ROOF SHAPES.** The following roof shapes are prohibited in Park City because they either do not perform well in the harsh climate, or tend to detract from the value of adjoining Property:
(1) Mansard or fake mansard roofs;
(2) Gambrel roofs;
(3) Curvalinier roofs;
(4) Domed roofs;
(5) Geodesic domes;
(6) Conical roofs;
(7) A-frame or modified A-frame roofs.

Mechanical equipment on roofs must be hidden with a visual barrier so it is not readily visible from nearby Properties.

(G) **SKYLIGHTS AND SOLAR PANELS.** Any skylight or other translucent roof material which allows the transmission of light from the interior of the Building to the exterior shall be designed as follows:
(1) The feature is limited to no more than twenty-five percent (25%) of the roof Area;
(2) The design shall facilitate the Use of natural light into the Building and any light emitted from the feature shall be shielded from adjacent Properties;
(3) The feature may not be the highest point of the Structure; and
(4) The feature shall be designed to fit as flush as possible with the roof. In no case shall the feature exceed two feet (2') above the roof plan.

Solar panels shall be designed so as to be incorporated into the roof plan or architectural feature to the best extent possible.

(H) **WINDOW TREATMENTS.** Windows other than rectangular windows may be used as accents and trim, but arched, rounded, or Bay Windows as the primary window treatment are prohibited. Untreated aluminum or metal window frames are prohibited. Small pane colonial style windows are not allowed.

(I) **LIGHTING.**
Refer to Exhibit D

(J) TRASH ENCLOSURES. In addition to County health standards, the following trash enclosure design standards shall apply:
(1) Trash and storage Areas shall be Screened by landscaping, Fencing, berms or other devices integral to overall Site and Building design;
(2) Trash and storage enclosures shall be constructed of materials that are Compatible with the proposed or existing Building and with surrounding Structures;
(3) Trash and storage Areas shall be well maintained including prompt repair and replacement of damaged gates, Fences and plants;
(4) Openings of trash enclosures shall be oriented away from public view or Screened with sturdy gates wide enough to allow easy Access for trash collection, where practical;
(5) The consolidation of trash Areas between Businesses and the Use of modern disposal techniques is encouraged.

Exception: These standards shall not apply to existing Structures that have been built with zero Setbacks or when such enclosures would negatively impact Access, circulation, or snow removal efforts.

(K) MECHANICAL EQUIPMENT. All electrical service equipment and sub-panels and all mechanical equipment, including but not limited to, air conditioning, pool equipment, fans and vents, utility transformers, except those owned and maintained by public utility companies, and solar panels, shall be painted to match the surrounding wall color or painted or Screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be Screened or integrated into the design of the Structure.

15-5 -6. PERMITTED DESIGN FEATURES.
Any design, or any material that is not expressly prohibited by this Chapter, or a resolution adopted to supplement it, or by the Historic District Architectural Design Guidelines are permitted.

15-5 -7. EXCEPTIONS.
In some cases, the Community Development Director may vary from these standards if warranted by unusual or unique circumstances. In Single-Family Subdivisions, the Community Development Department will consider the predominant architectural style and materials in the neighborhood to determine Compatibility. This may result in variation from the strict interpretation of this section and may be granted by the Community Development Department.

15-5 -8. FACADE LENGTH AND VARIATIONS.
(A) Structures greater than sixty feet (60'), but less than 120 feet in length must exhibit a prominent shift in the facade of the Structure so that no greater than seventy five percent (75%) of the length of the Building Facade appears unbroken. Each shift shall be in the form of either a ten foot (10') change in Building Facade alignment or a ten foot (10') change in roof line height, or a combined change in facade and roof line totaling ten feet (10').

(B) Structures which 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 roof line. A combination of both a roof line and 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.

(C) The special facade and volume requirement of the Historic District are found in LMC Chapter 15-2 and in the Historic District Architectural Design Guidelines.

(D) The facade length and variation requirements apply to all sides of a Building.

Exhibit C
LANDSCAPE REQUIREMENTS

15- 3- 3D.

(5) INTERIOR LANDSCAPING. Parking should generally be located to the rear of Buildings or Screened so it does not dominate the Streetscape. In the design of large Parking Areas, bays of stalls shall generally be separated by landscaping to break up the mass of Hard-Surface paving. The Parking Area must be designed to provide adequate snow storage in winter.

Landscaped Areas shall generally not be less than five feet (5') wide. A reduction in the landscape area width may be granted by the Community Development Director if the Applicant provides acceptable mitigation to vegetate and buffer the unenclosed Parking Area.

(6) PERIMETER LANDSCAPING. Unless a driveway exception is used, unenclosed Parking Areas shall generally include landscaping on all perimeter Property Lines. This provision shall not be required in zoning districts that allow zero Lot Line Development, or within the Historic District Zones, unless required as part of an approved Master Planned Development.

Landscaped areas shall generally not be less than five feet (5') wide. A reduction in the Landscape Area width may be granted by the Community Development Director if the Applicant provides acceptable mitigation to vegetate and buffer the unenclosed Parking Area.

The Applicant shall generally maintain a minimum of one (1) tree and five (5) shrubs per twenty-five linear feet (25') of Landscaped Area. Trees and shrubs may be clustered as part of good design.

The Frontage Protection Overlay Zone (FPZ) requires a minimum landscaped buffer of thirty feet (30') in width, abutting the Street.

(7) SNOW STORAGE. Snow storage areas may be included in the Interior or Perimeter Landscaped Areas if they are landscaped to accommodate snow storage.

(8) STORM WATER DETENTION/ POLLUTION CONTROL. Landscaped Areas used for storm water detention and pollution control may count towards the landscaping requirements.

(9) CLEAR VIEW OF INTERSECTION.

(a) Corner Lots. No landscape obstruction is allowed in excess of two feet (2') in Height above Street Grade within the Sight Distance Triangle. A reasonable number of trees with lower branches pruned to six feet (6') to permit automobile drivers and pedestrians an unobstructed view of the intersection may be allowed by Administrative Permit.

(b) Driveway Access. The same criteria as used on corner lots apply to driveway

Access except that the triangular area is defined by the intersection of the road Right-of-Way, the line extending from the point-of-curve at the top-back-of-curb, and a line connecting them at points twenty-five feet (25') from their intersection.

Exhibit D
LIGHTING AND SIGN REQUIREMENTS
(this is out of the LMC, may need to be replaced with Snowcreek MPD)

LIGHTING.

(1) PURPOSE. The functional objectives in providing exterior Area lighting are to illuminate Areas necessary for safe, comfortable and energy efficient Use. The number of fixtures shall be limited to provide for safe entry and egress and for sign or Business identification.

Illumination of new Building features for architectural enhancement is prohibited. Historic Structures may be illuminated under the terms prescribed in this Code.

With the exception of Americans with Disabilities Act lighting requirements, the minimum lighting standards generally applied and recommended by the Illuminating Engineering Society of North America (IES), are observed by this Code.

(2) CONFORMANCE WITH APPLICABLE CODES. All outdoor electrically powered illuminating devices shall be installed in conformance with the provisions of this Code, the Building Code, the Electrical Code, and the Sign Code under the appropriate permit and inspection. When discrepancies in these Codes exist, the most restrictive shall apply.

(3) APPROVED MATERIALS AND METHODS OF CONSTRUCTION OR INSTALLATION/OPERATION. The provisions of this Code are not intended to prevent the Use of any design, material or method of installation or operation not specifically prescribed by this Code, provided any such alternate has been approved. The Chief Building Official may approve any such proposed alternate providing he/she finds that:

(a) The alternative provides approximate equivalence to the applicable specific requirement of this Code;

(b) The alternative is otherwise satisfactory and complies with the intent of this Code; or

(c) The alternate has been designed or approved by a registered professional engineer and the content and function promotes the intent of this Code.

(4) SUBMISSION OF PLANS AND EVIDENCE OF COMPLIANCE WITH CODE.

(a) The Applicant for any permit required by any provisions of the laws of this jurisdiction in connection with proposed work involving outdoor lighting fixtures shall submit, as part of the Application for permit, evidence that the proposed lighting fixtures and Light Source will comply with this Code. The submission shall contain the following:

(i) Plans indicating the location on the premises, and the type of illumination devices, fixtures, lamps, supports, reflectors, and installation and electrical details;

(ii) Description of illuminating devices, fixtures, lamps, supports, reflectors, and other devices. The description may include, but is not limited to, catalog cuts by manufacturers, and drawings, including section where required;

(iii) Photometric data, such as that furnished by manufacturers or similar showing the angle of the cut off or light emission. A point by point light plan may also be required to determine the adequacy of lighting over the entire Site.

Additional information may be required elsewhere in the laws of this jurisdiction upon Application for the required permit.

(b) Lamp or Fixture Substitution. On commercial Structures if any outdoor light fixture or the type of Light Source therein is proposed to be changed after the permit has been issued, a change request must be submitted to the Community Development Department for approval. Adequate information to assure compliance within this Code must be provided and the request must be received prior to substitution.

(5) SHIELDING. All non-exempt outdoor lighting fixtures shall have shielding as required by Table 1 of this Chapter below.

(a) Historic District Shielding and Fixture Exemption. Fixtures in the HR-1, HR-2, HCB and HRC Zoning Districts that replicate a Historic fixture shall be permitted to be installed without partial shields with the approval of the Community Development Director. All fixtures shall be filtered and refractors that direct the light downward shall be installed if the bulb is exposed. Historic fixtures that are fifty (50) years or older and contribute to the architectural and cultural character of the Historic District are exempt from these requirements. Architectural features on Historic Structures may be illuminated with fully shielded fixtures.

(6) WATTAGE/FIXTURE AND LIGHT SOURCE REQUIREMENTS. Wattage, fixture and Light Source requirements as outlined in Table 1 below apply to all zones throughout the City:

Table 1

High Pressure Sodium - Required Standard: Partially Shielded, 50 Watt Maximum per Fixture. This is the standard Light Source for Park City and Summit County unless otherwise noted in a specific section. Fully shielded fixtures are preferred but not required with this Light Source. Other sources are only permitted as noted. Wattages outlined are the maximum and can be decreased under the Building Permit review process depending on the number and location of the fixture on each project. In no case shall the levels be reduced to levels below the Illuminating Engineering Society (IES) minimum standards.

Low Pressure Sodium - Required Standard: Partially Shielded, 55 Watt Maximum per Fixture.

Metal Halide - Required Standard: Fully Shielded, 1000 Watt Maximum per Fixture.

Metal Halide sources shall be permitted only for recreational sport field or ski area Uses and installed only in one hundred percent (100%) fully enclosed Luminaries. Metal Halide lights shall also be filtered.

Low Voltage/Halogen - Required Standard: Partially Shielded, 50 Watt Maximum per Fixture. Low voltage/halogen sources are permitted in landscaping lighting only.

Compact Fluorescent - Required Standard: Partially Shielded, 75 Watt maximum per Fixture.

Other Sources: As approved by the Community Development Director

SNOW CREEK MASTER SIGN PLAN

1. Each tenant will be permitted one fascia sign. If cases of single tenants the sign size shall be governed by the criteria outlined in Municipal Sign Code.

2. Signs shall be limited in content to the name of the business.

3. Signs shall be individual lettered style with ivory plexiglass faces and black returns.

4. Maximum allowable letter height is twelve inches (12©. Letters shall not exceed a 7" projection from the building face. Sign area shall be determined by calculating the area of the smallest rectangle that will enclose the sign entirely.

06-057

Memorandum of Understanding Regarding Local Consultation between the Utah State Division of Facilities Construction and Management, State of Utah ("DFCM") and Park City Municipal Corporation, a political subdivision of the State of Utah ("City"), for a State Liquor Store operated by the Department of Alcoholic Beverage ("DABC") to be located at Snow Creek Shopping Center in Park City.

Whereas, the DFCM explored several alternatives for expanding its services within the Park City area; and

Whereas, the DFCM and the City agree that the Snow Creek Shopping Center best meets the DABC's site selection criteria and local needs; and

Whereas, the City acknowledges that the site is or may be acquired under the threat of condemnation by the State of Utah, which is exempt from local land use regulations; and

Whereas, the DFCM wishes to fully consult with the City in developing the store in a manner that considers local land use regulations.

Now therefore, for mutual consideration the receipt and sufficiency of which is hereby acknowledged, the DFCM and City agree as follows:

A. Property. The location of the store will be the south side of the Snow Creek parking lot as approximately shown on Exhibit A.

B. Subdivision. The location is not currently a separate lot of record. The Owner of he property and/or the DFCM shall file an administrative subdivision plat application to the Planning Department pursuant to UCA § 10-9a-605 to create a new lot of record. The Planning Department shall expedite approval of the plat provided the new lot does not substantially create any new degree of noncompliance with the Park City Land Management Code. The DFCM shall obtain and grant reciprocal cross easements as necessary so that use of the remaining parking area and circulation with the Snow Creek development remains substantially the same as currently exists. As a condition of approval, the Planning Department shall require the Owner (Stanford Sugar) to address traffic circulation, pedestrian connections and parking drainage issues reasonably related to the increase in density and/or construction in the parking lot.

C. The DFCM will use reasonable efforts to comply with the architectural and landscape regulations attached as Exhibits B and C, respectfully.

D. The DFCM shall submit a site plan and elevations to the Planning Department. After approval of this MOU by the City Council, the Planning Department shall schedule a courtesy hearing at the first available Planning Commission meeting. The scope of the hearing shall be limited to the DFCM consulting with the Commission regarding the site plan and building design. Public comment may be taken at the discretion of the Planning Commission.

E. The DFCM agrees to follow applicable sign and lighting regulations. Approved master plans are attached as Exhibit D.

F. The DFCM agrees to consult with the Chief Building Official regarding construction mitigation, deliveries, fire and building code issues.

G. Jurisdiction. Nothing herein shall give the City land use jurisdiction over property owned by the State of Utah.

H. Nothing herein shall be construed as a precedent regarding any requirements of the State in respect to local government regulations.

IN WITNESS WHEREOF, the parties have duly executed this Memorandum of Understanding this 17 day of May, 2006.

PARK CITY MUNICIPAL CORPORATION

Dana Williams
Mayor

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark Harrington, City Attorney

DFCM

5-10-2006

Alyn C. Lunceford
Real Estate and Debt Manager

Approved as to form:

Attorney General's Office

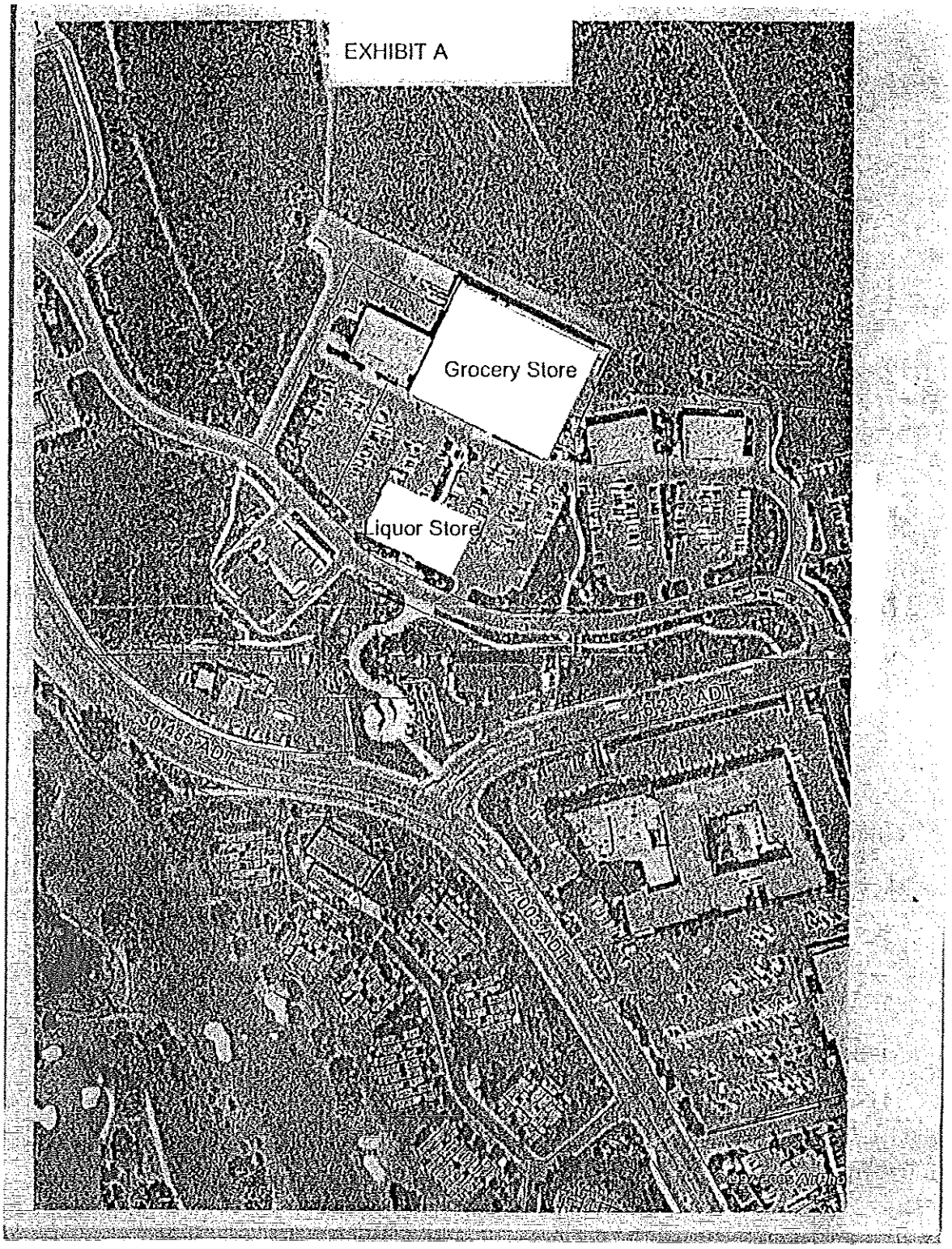


EXHIBIT A
Grocery Store
Liquor Store

September 12, 2019

Memo to File

NOTICE OF PLANNING DIRECTOR DETERMINATION:

Project Address: 1500 Snow Creek
Project Description: Permitting Process for Silver King Coffee Kiosk, a Drive-Up Use

ACTION TAKEN BY PLANNING DIRECTOR:
On September 12, 2019, the Planning Director made the following determination:

> *The proposed Drive-up Use is substantially in compliance with the Snow Creek Crossing MPD and only a CUP will be required for the proposed Silver King Drive-up use as the Snow Creek shopping center has not met the 90,500 square foot cap (excluding the State Liquor Store), the proposed footprint is minimal (will not exceed 400 square feet), and the addition of the use does not constitute a change in concept, Density, unit type or configuration of any portion or phase of the MPD*

If you have any questions regarding this determination, please don't hesitate to contact the Planning Department at 435-615-5060.

Sincerely,

Bruce Erickson, AICP
Planning Director

CC: Alexandra Ananth, Senior Planner

June 9, 2011

Ben Buehner
1 Waterloo Circle
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Application #:	**PL-10-01121**
Subject:	**Drive-up Coffee Kiosk**
Address:	**1409 Kearns Boulevard**
Description:	**Conditional Use Permit**
Action Taken:	**Approved**
Date of Action:	**April 27, 2011**

On April 27, 2011 the Planning Commission held a public hearing for a Conditional Use Permit for a drive-up coffee kiosk within the Frontage Protection Zone located at 1409 Kearns Boulevard based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact – 1409 Kearns Boulevard

1. The property is located at 1409 Kearns Boulevard.
2. The property is in the General Commercial (GC) District within the Frontage Protection Zone (FPZ) Overlay.
3. The property is in the Bonanza Park area.
4. The site is currently undeveloped.
5. The applicant requests to build a small drive-up coffee kiosk structure with a footprint/floor area of 160 square feet.
6. Any construction within the Frontage Protection Zone overlay requires a Conditional Use Permit.
7. A drive-up window is Conditional Use Permit within the General Commercial District.
8. The applicant requests to utilize the site as a short term use due to the property owner's desire to redevelop the area in the near future.

9. The property owner has authorized the coffee kiosk business owner to pursue this Conditional Use Permit request so that the land can be utilized concurrently with the master planning of the Bonanza Park area.
10: The proposed coffee kiosk is sixteen feet (16') by ten feet (10').
11. The proposed concrete pad is twenty-two feet (22') by ten feet)10').
12. The height of the proposed building is approximately eighteen feet (18').
13. The applicant submitted a UDOT approval letter, which allows the connection onto Kearns Boulevard (SR248).
14. As standard procedure the applicant will have to secure all the necessary utility permits to connect to the desire services.
15. The proposed structure and drive-thru are within hundred feet (100') of the right-of-way making access sufficient for emergency vehicle access.
16. The proposed kiosk is designed to offer its services to pedestrians.
17. The proposed landscaping shall be in compliance with the Soils Ordinance related to landscaping care.
18. The proposed structure is compatible in mass, bulk, orientation and location with adjacent structures due to the size and design of the proposed structure.
19. The proposed structure is 220 square feet and the architecture has a mining motif.
20. The structure is designed to have a small covered are for loading and unloading.
21. The business will use the trash container shared by other businesses located on the same lot south of the coffee kiosk adjacent to the storage units.
22. The business owner will lease the land from the property owner.
23. The site is not within the Sensitive Land Overlay Zone.
24. The site is relatively flat land and requires no slope retention.
25. The site is within the Soil Ordinance Boundary and has been identified by the City as non-compliant with the Soil Ordinance.
26. The temporary capping proposal has been found adequate subject to adding a sealant to the proposed milling, making it more impermeable and allowing the City Engineer to inspect the site on a yearly basis making sure that the millings are not detrimental to the environment or by changing the material to asphalt, concrete, or other paving material per the Soils Ordinance.
27. Staff recommends changing the location of the proposed coffee kiosk structure to the back drive, which would put the structure approximately eighty feet (80') from Kearns Blvd. allowing additional room to accommodate a total of eight (8) vehicles.
28. The applicant stipulates to the conditions of approval stated herein.

<u>Conclusions of Law – 1409 Kearns Boulevard</u>

1. The application complies with all requirements of the LMC;
2. The uses will be compatible with surrounding structures in use, scale, mass and circulation;

3. The uses are consistent with the Park City General Plan, as amended;
4. The effects of any differences in uses or scale have been mitigated through careful planning.

Conditions of Approval – 1409 Kearns Boulevard

1. This approval will expire three (3) years from the Planning Commission approval.
2. A building permit is required prior to construction of the kiosk and site improvements.
3. All landscaping and site improvements shall be installed prior to issuance of a certificate of occupancy.
4. No occupancy or use of the kiosk may occur until a certificate of occupancy is issued by the Building Department.
5. The applicant shall add a sealant to the proposed milling (temporary capping proposal) to make it more impermeable. The City Engineer will inspect the site on a yearly basis making sure that the millings are not detrimental to the environment. The applicant may change the material to asphalt, concrete, or other paving material per the Park City Soils Ordinance.
6. The applicant shall change the location of the proposed coffee kiosk structure to the back drive which would put the structure approximately eighty feet (80") from Kearns Blvd.
7. The applicant shall submit a letter of commitment from the property owner reiterating future commitment to clean up the site with his long range plans dealing with full compliance with the Soil Ordinance prior to the City issuing a certificate of occupancy.
8. The City Engineer may review the traffic flow if problems arise that are not mitigated. The City Engineer may require the CUP to be reopened for review by the Planning Commission.
9. Further soil mitigation is required to address the access between Bonanza and Kearns Boulevard, subject to the City Staff's review and approval.
10. Signage for no idling is required.

If you have questions regarding your project or the action taken please don't hesitate to contact me at 435-615-5064 or fastorga@parkcity.org.

Respectfully,

F. Astorga

Francisco Astorga
Planner

PARK CITY
1884
PLANNING DEPARTMENT

May 26, 2016

Ben Buehner
1 Waterloo Circle
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Application #:	**PL-16-03144**
Subject:	**Silver King Coffee Kiosk**
Address:	**1409 Kearns Boulevard**
Description:	**Conditional Use Permit**
Action Taken:	**Approved**
Date of Action:	**May 25, 2016**

On May 25, 2016, the Planning Commission held a public hearing for a Conditional Use Permit for the continued operation of and small addition to the existing Silver King Coffee kiosk at 1409 Kearns Boulevard, which has drive-up windows within the General Commercial District and falls within the Frontage Protection Zone Overlay, based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact – 1409 Kearns Boulevard

1. The property is located at 1409 Kearns Boulevard.
2. The kiosk is located eighty-feet (80') from the Kearns Boulevard right-of-way.
3. The property is in the General Commercial (GC) District and within the 100' Frontage Protection Zone (FPZ) Overlay.
4. Any construction within the FPZ Overlay requires a Conditional Use Permit (CUP). No construction is permitted within the first thirty-feet (30') of the right-of-way.
5. A drive-up window requires a CUP within the GC District.
6. On April 27, 2011, the Planning Commission approved a similar CUP request by the same applicant for the initial construction of the coffee kiosk with drive-up window within the GC District with FPZ Overlay, with an expiration date three (3) years from date of approval.
7. The CUP lapsed on April 27, 2014 without any requests for extension, but the applicant continued to operate the business.
8. Planning Staff became aware of this oversight on March 31, 2016, when the City received a building permit application for the construction of a 100 square foot (sf) addition to the existing drive-up coffee kiosk.
9. Planning Staff is requiring the applicant to seek a CUP to continue operation of the existing drive-up coffee kiosk in its current location.
10. In addition, all construction activity occurring within the portion of the FPZ between 30 feet (30') and 100 feet (100') of the nearest right-of-way line requires a CUP; thus, the proposed 100 sf addition to the kiosk also requires a CUP.

11. The applicant requests to utilize the site as a short term use due to the property owner's desire to redevelop the area in the near future.
12. The property owner has authorized the coffee kiosk business owner to pursue this CUP request so that the land can continue to be utilized concurrently with the master planning of the Bonanza Park area.
13. The business owner currently leases the land from the property owner.
14. The existing coffee kiosk measures sixteen feet (16') by ten feet (10'), and sits on a concrete pad that is twenty-two feet (22') by ten feet (10').
15. The proposed addition measures ten feet (10') by ten feet (10') and will add 100 sf to the structure.
16. The height of the existing building is approximately eighteen feet (18'), which will not be exceeded with the addition.
17. The existing structure is compatible in mass, bulk, orientation and location with adjacent structures due its size and design.
18. The proposed addition will be built with the same building materials to reflect similar aesthetics.
19. The applicant previously submitted a UDOT approval letter which allows the connection onto Kearns Boulevard (SR 248).
20. The existing structure and drive-thru are within hundred feet (100') of the right-of-way making access sufficient for emergency vehicle access.
21. The existing kiosk is designed to offer its services to pedestrians as well as those in vehicles.
22. All necessary utility permits were secured prior to initial construction of the kiosk.
23. The existing structure has a small covered area for loading and unloading.
24. The business uses the trash container shared by other businesses located on the same lot south of the coffee kiosk adjacent to the storage units.
25. The site is not within the Sensitive Land Overlay Zone.
26. The site is relatively flat land and requires no slope retention.
27. The site is within the Soil Ordinance Boundary and has been identified by the City as non-compliant with the Soil Ordinance.
28. The temporary capping method required with the original CUP has been found adequate subject to the applicant continuing to add a sealant to the millings each year, making it more impermeable, and allowing the City Engineer to inspect the site on a yearly basis to make sure that the millings are not detrimental to the environment, or by changing the material to asphalt, concrete, or other paving material per the Soils Ordinance.
29. The City's Environmental Coordinator has included conditions of approval to ensure that the property owner submits to the Planning Department a mitigation plan for bringing the entire area included in the Bonanza Park redevelopment project into full compliance with the Soils Ordinance within six months (6 months) of Planning Commission approval of this CUP, and fulfills actions outlined in that plan within four (4) years of Planning Commission approval of this CUP.
30. The applicant stipulates to the conditions of approval stated herein.

<u>Conclusions of Law – 1409 Kearns Boulevard</u>

1. The CUP, as conditioned, is consistent with the Park City Land Management Code;
2. The CUP, as conditioned, is consistent with the Park City General Plan;
3. The proposed use will be compatible with surrounding structures in use, scale, mass, and circulation;
4. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval – 1409 Kearns Boulevard

1. All standard Project Conditions shall apply.
2. This approval will expire two (2) years from the Planning Commission approval.
3. The applicant shall add a sealant to the proposed milling (temporary capping proposal) each year to make it more impermeable. The City Engineer will inspect the site on a yearly basis making sure that the millings are not detrimental to the environment. The applicant may change the material to asphalt, concrete, brick or other paving material per the Park City Soils Ordinance.
4. Per Land Management Code § 15-3-3(B), parking areas and driveways must be hard-surfaced, maintained in good condition, and clear of obstructions at all times. The applicant must make any repairs necessary to return the kiosk driveway and parking area to a condition that meets this requirement.
5. The property owner shall submit a mitigation plan to the Planning Department within six (6) months of CUP approval to address bringing the entire property area included in the Bonanza Park redevelopment project into full compliance with the Soil Ordinance.
6. The property owner shall begin efforts to bring the entire property area included in the Bonanza Park redevelopment project into compliance with the Soil Ordinance within two (2) years of this CUP approval, and shall completely fulfill actions outlined in the mitigation plan within four (4) years of CUP approval, bringing the entire property area into full compliance with the Soil Ordinance.
7. The City Engineer may review the traffic flow if problems arise that are not mitigated. The City Engineer may require the CUP to be reopened for review by the Planning Commission.
8. Per Land Management Code § 15-3-3-(D)(5), the FPZ Overlay requires a minimum landscaped buffer of thirty feet (30') in width, abutting the street (Kearns Boulevard). The applicant must improve and maintain the 30' landscaped buffer area along the front of the property line.

If you have questions regarding your project or the action taken please don't hesitate to contact me at 435-615-5063 or ashley.scarff@parkcity.org.

Respectfully,

Ashley Scarff
Planning Technician

Building "A"	4400 sq ft retail, possible drive thru
Building "B"	10500 sq ft retail
Building "C"	2800 sq ft retail
Total Expansion	17,700 sq ft retail

Tabulations:

Site Area	9.222 Acres
Existing Parking	300 spaces
Proposed Parking	351 spaces
Existing Footprint	1.99 Acres
Proposed Footprint	2.39 Acres
Existing Landscape Areas	2.64 Acres
Proposed Landscape Areas	1.97 Acres
Existing Impervious Areas	4.69 Acres
Proposed Impervious Areas	4.86 Acres

Notes:

Impervious and Landscape Areas may contain elements of each other within the area calculations.

Relocated Bus stop loss of open space is mitigated by area recouped from existing bus stop.

Possible expansion could occur between Legers and Flippin Burgers but would require relocating utilities

Additional parking adjacent buildin on Lot 4 requires relocation of existing trail

Additional parking in front of building on Lot 1 would be handicap accessible

Relocated Busstop would provide enhanced pedestrian access to shopping

Site is currently served by water and sewer and no further extension of utilities is required

Proposed building architecture to match existing buildings at a minimum

Site contains no slopes over 30%

August 28, 2012
September 13, 2012

RETAIL EXPANSION CONCEPT PLAN

PRE-TDR APPLICATION

SNOWCREEK SHOPPING CENTER

PARK CITY, UTAH

LandSOLUTIONS
PLANNING & DESIGN
land planning * landscape architecture
Post Office Box 683175
1685 Bonanza Drive Suite 206
Park City, Utah 84068
435.901.3716 f. 435.645.0621
peteq@landsolutionspc.biz

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Lilac Hill Condominiums at 632 Deer Valley Loop Road**
Author: **Alexandra Ananth, Senior Planner**
Project Number: **PL-19-04308**
Date: **November 13, 2019**
Type of Item: **Administrative – Condominium Plat**

Summary Recommendations

Staff recommends the Planning Commission hold a Public Hearing for the Lilac Hill Condominiums Plat located at 632 Deer Valley Loop 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 attached Draft Ordinance.

Description

Applicant:	Lilac Hill LLC, a Delaware limited liability company
Location:	632 Deer Valley Loop
Zoning:	Residential-Medium Density (RM)
Adjacent Land Uses:	Residential—Single family, duplex, and multi-family dwellings
Reason for Review:	Condominium Plats require Planning Commission review and recommendation with final action by City Council

Proposal

The subject property was subdivided under Ordinance 2018-04 which created two (2) legal lots of record, Lot 1A and Lot 1B, each with a Duplex Dwelling, for a total of four (4) dwelling units (including the existing historic house at 632 Deer Valley Loop Road). The four units are currently under construction. Upon completion of construction the applicant intends to sell the units as Condominiums and is proposing to create a Condominium Plat consisting of four dwelling units in accordance with the Park City Land Management Code.

Background

The Lilac Hill Subdivision was originally approved by the Park City Council on October 20, 2016, as Ordinance 16-32 and created one lot of record from Government Lot 26. The property was then sold to Lilac Hill LLC, and the new owner subdivided the parcel in order to create two (2) legal lots of record, Lot 1A and Lot 1B, each with Duplex Dwelling (for a total of four (4) dwelling units including the existing historic house at 632 Deer Velley Loop Road) currently being constructed on each lot. Lot 1A contains the historic house plus an additional dwelling unit, both with an address of Deer Valley Loop Road (632 and 634 Deer Valley Loop Road). Lot 1B, with two new dwelling units, has an address on Rossie Hill Drive (611-613 Rossie Hill Drive). The applicant is proposing

to create a Condominium Plat consisting of four (4) dwelling units in accordance with the Park City Land Management Code.

On August 20, 2019 the City revived a Condominium Plat application for the Lilac Hill Condominiums. The application was deemed complete upon submittal. The property is located in the Residential Medium Density (RM) District.

632 Deer Valley Loop Road is listed on Park City's Historic Sites Inventory (HSI) and is designated as a Significant Site. The original house on the property was constructed c.1900 during the Mature Mining Era (1894-1930) by George and Elizabeth Thompson. The early twentieth century Sanborn Fire Insurance Maps show that this site was part of a much denser neighborhood comprised of approximately fourteen (14) structures. Of these, only four (4) structures remain today.

This property has had a long history. The house was initially constructed on mining claims, which came to be held by the Bureau of Land Management (BLM). At the time of its construction, it consisted of a two-room cottage; however, between 1912 and 1918, it was expanded to a four-room cottage. Then in c.1969, the house was remodeled. The property was purchased by William and Juli Bertagnole in 1981 from Harold and Mary Dudley. On May 17, 1999, a fire severely damaged the rear addition of the structure. The Bertagnoles did not make repairs following the fire. The BLM granted the Bertagnoles a land patent for ownership of the parcel on May 2, 2013.

On August 21, 2013, the Park City Building Department issued a Notice and Order to Vacate and Demolish the structure due to fire damage and the dilapidated state of the structure.

The Planning Department moved forward with a Determination of Significance (DOS) to review the site's historic designation. On November 13, 2013, the Historic Preservation Board (HPB) found that the site should remain designated as "Significant" on the HSI in accordance with LMC 15-11-10(A)(2). The Bertagnoles appealed the HPB's decision to the Board of Adjustment (BOA) on April 15, 2014; however, the BOA remanded it back to the HPB. The HPB once again found that the site met the criteria for "Significant" on May 21, 2014. The Bertagnoles withdrew their appeal on July 9, 2014.

The Bertagnoles finalized their sale of the property to 632 DVL, LLC in February 2016. On April 26, 2016, the City received a subdivision application for the Lilac Hill Subdivision. It was approved by the Park City Council on October 20, 2016, as Ordinance 16-32.

The property was sold to the current owners, Lilac Hill LLC, in March 2017 who subdivided the property into two (2) lots as the Lilac Hill Subdivision – First Amended, which was recorded June 7, 2018 (Ordinance 2018-04). The same owner is now proposing to create a Condominium Plat consisting of four (4) Condominium units.

Purpose

The purpose of the Residential Medium Density RM District is to:

A. allow continuation of permanent residential and transient housing in original residential Areas of Park City,
B. encourage new Development along an important corridor, that is Compatible with Historic Structures in the surrounding Area,
C. encourage the rehabilitation of existing Historic Structures,
D. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
E. encourage affordable housing,
F. encourage Development that minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas.

Analysis

The applicant is simply creating a Condominium Plat that incorporates the two lots so that the four (4) dwelling units can be sold as Condominiums.

The following conditions exist:

	LMC Requirements for RM Zoning District:	Lot 1A:	Lot 1B:
Lot Size:	Single Family: 2,812 SF Duplex: 3,750 SF	7,616 SF	6,703 SF
Lot Width:	Minimum 37.50 ft. measured 15 ft. back from Front Lot Line.	128 ft.	116 ft.
Setbacks: Front Yard: Rear Yard: Side Yard:	 15 ft. 10 ft. 5 ft.	 35 ft. 10 ft. 17 ft. (west), 66 ft. (east)	 15 ft. 10 ft. 5 ft.
Height:	28 ft. from existing grade	19.5 ft. (Historic House)	28 ft.

When the Lilac Hill Subdivision was recorded on January 31, 2017, it included several Plat Notes, including:

> 5. Any Development on this lot or future subdivided lots within Lots 1A and 1B shall provide a transition in scale between the historic structures in the neighborhood, the Historic District, and Deer Valley Resort. Any new development on this lot or future subdivided Lots 1A and 1B shall comply with Park City's Design Guidelines for Historic Districts and Historic Sites to ensure that the new development is compatible with the historic structure on this lot and the historic structures in the surrounding area.
>
> 6. Any new development on this lot or future subdivided lots within Lots 1A and 1B shall not block the view of the historic house from the 632 Deer Valley Loop and Deer Valley Drive rights-of-way.

7. New construction on this lot or future subdivided lots within Lots 1A and 1B shall provide a minimum of 40% of the site to be Open Space, Landscaped and/or Open Space, Natural as defined by the Park City Land Management Code. If it is rezoned, open space requirements may be re-established at that time.

8. Lots 1A and 1B of the Lilac Hill Subdivision – First Amended shall not be further subdivided in the future.

9. Driveway access to any development of these lots shall be limited from Deer Valley Loop Road and Rossie Hill Drive. The new lot facing Rossie Hill Drive shall only be accessible from the eastern half of the Rossie Hill frontage where the property line directly abuts the City right-of-way. The slope of the access off of Rossie Hill Drive shall be no more than 5% for the first 20 feet of the driveway off of the right-of-way to maintain sight lines.

All Conditions of Lilac Hill Subdividion – First Amended, approved in Ordinance 2018-04 shall continue to apply and remain in full force and effect.

The following table shows the total square footage of the four (4) Condominium Units. All units received Historic District Design Review approval and no changes to the exterior are proposed, the applicant is simply proposing a change to the ownership structure of the units with the proposed Condominium Plat.

Unit	Total Square Footage
Unit 1	2,544
Unit 2	3,222
Unit 3	3,304
Unit 4	3,009

Good Cause

Staff finds good cause for this Condominium Plat as the proposed Plat complies with the Land Management Code, and will allow for the individual sale of the four (4) dwelling units.

Process

The approval of this Condominium Plat by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18.

Department Review

This project has gone through an interdepartmental review. No issues were brought up at that time.

Notice
On October 30, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on October 26, 2017, according to requirements of the Land Management Code.

Public Input
No public input has been received prior to the publication of this Staff Report.

Alternatives
- The Planning Commission may forward positive recommendation to the City Council for the Lilac Hill Condominiums as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Lilac Hill Condominiums and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Lilac Hill Condominiums.

Significant Impacts
There are no significant fiscal or environmental impacts from this application.

Consequences of not taking recommended action
Consequences of not taking the Planning Department's recommendation are that the Site would remain as is (one Duplex Dwelling on each lot) and the units could not be converted to Condominiums for individual sale.

Summary Recommendation
Staff recommends the Planning Commission hold a Public Hearing for the Lilac Hill Condominiums Plat 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 – Project Intent
Exhibit C - Existing Conditions Lilac Hill Subdivision – First Amended
Exhibit D – Proposed Condominium Plat

Exhibit A Ordinance No. 19-XX

AN ORDINANCE APPROVING THE LILAC HILL CONDOMINIUMS AT 632 DEER VALLEY LOOP ROAD

WHEREAS, the owner of the property located at 632 Deer Valley Loop Road have petitioned the City Council for approval of a Condominium Plat; and

WHEREAS, on October 30, 2019, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on October 26, 2019, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on November 13, 2019, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on November 13, 2019, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on November X, 2019, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Lilac Hill Condominiums Plat at 632 Deer Valley Drive.

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

SECTION 1. APPROVAL. The Lilac Hill Condominiums Plat, 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 632 Deer Valley Loop Road and Rossie Hill Drive.
2. The property consists of the Lilac Hill Subdivision – First Amended, Lot 1A and Lot 1B, each with a Duplex Dwelling currently under construction.
3. The applicant is creating a Condominium Plat that incorporates the two lots so that the four (4) dwelling units can be sold as individual Residential Condominiums creating the Lilac Hill Condominiums.
4. The property is located in the Residential-Medium Density (RM) District.
5. 632 Deer Valley Loop Road is listed on Park City's Historic Sites Inventory (HSI) and is designated as Significant.
6. Single-family, duplex, and triplex dwellings are allowed uses in this zone.

7. The four units have received Historic District Design Review and Approval.
8. Existing access to the Lot 1A is limited to a driveway from Deer Valley Loop Road.
9. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance).
10. All Conditions of Lilac Hill Subdivision – First Amended, approved as Ordinance 2018-04 shall continue to apply and remain in full force and effect.
11. All findings within the Analysis section and the recitals above are incorporated herein as Findings of Fact.

Conclusions of Law:

1. There is good cause for this Condominium Plat as it will allow for the sale of the four (4) units as Residential Condominiums.
2. The Condominium Plat is consistent with the Park City Land Management Code including Sections 15-4-12, 15-7.1-3(C) and 15-12-15(B)(9) and applicable State Law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium 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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the Condominium Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Lots 1A and 1B of the Lilac Hill Subdivision – First Amended shall not be further subdivided in the future.
4. Any new development on this lot shall not block the view of the historic house from the 632 Deer Valley Loop Road and Deer Valley Drive rights-of-way.
5. A ten foot (10') wide public snow storage easement is required along the Rossie Hill frontage of the property.
6. Driveway access shall be limited from Deer Valley Loop Road and Rossie Hill Drive. The new lot facing Rossie Hill Drive shall only be accessible from the eastern half of the Rossie Hill frontage where the property line directly abuts the City right-of-way. The slope of the access off of Rossie Hill Drive shall be no more than 5% for the first 20 feet of driveway off of the right-of-way to maintain sight lines. Access to Lot 1 B shall be limited to a shared driveway accessible from Rossie Hill Drive.
7. The property owner has agreed to finance the cost of a pedestrian staircase to the west of the subject property, linking Rossie Hill to Deer Valley Loop, at his cost up to $75,000. The stairs shall be constructed at cost to the applicant prior to a Certificate of Occupancy (CO) for the dwelling units on Lot 1B. Should the stairs not be constructed prior to CO, the applicant shall post a guarantee or bond for the construction of the stairs. If the BLM does not grant the easement for the pedestrian

staircase, the applicant's guarantee or bond shall sunset within 36 months of CO on the Condominium project.

8. All conditions of the Lilac Hill Subdivision – First Amended, approved as Ordinance 2018-04, continue to apply and shall be noted on this Plat.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this X day of November 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

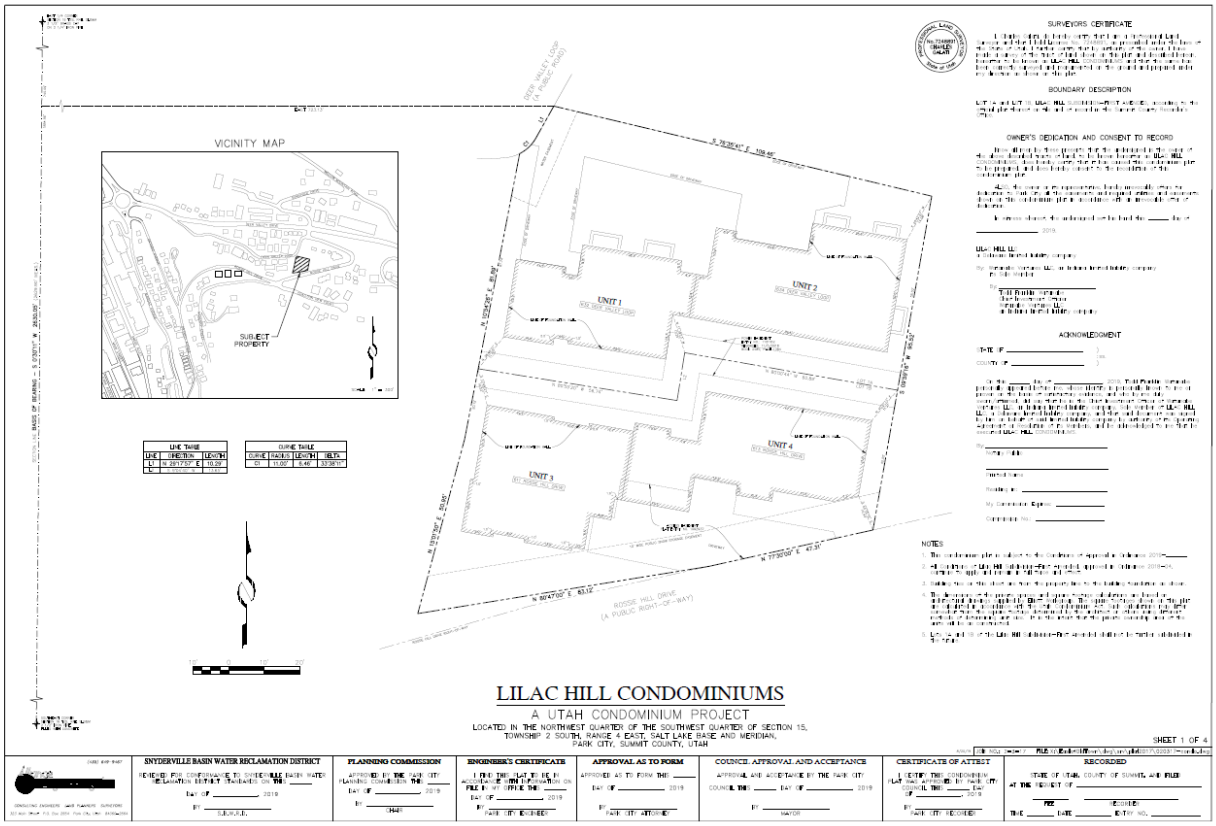
ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 – Lilac Hill Condominiums Plat

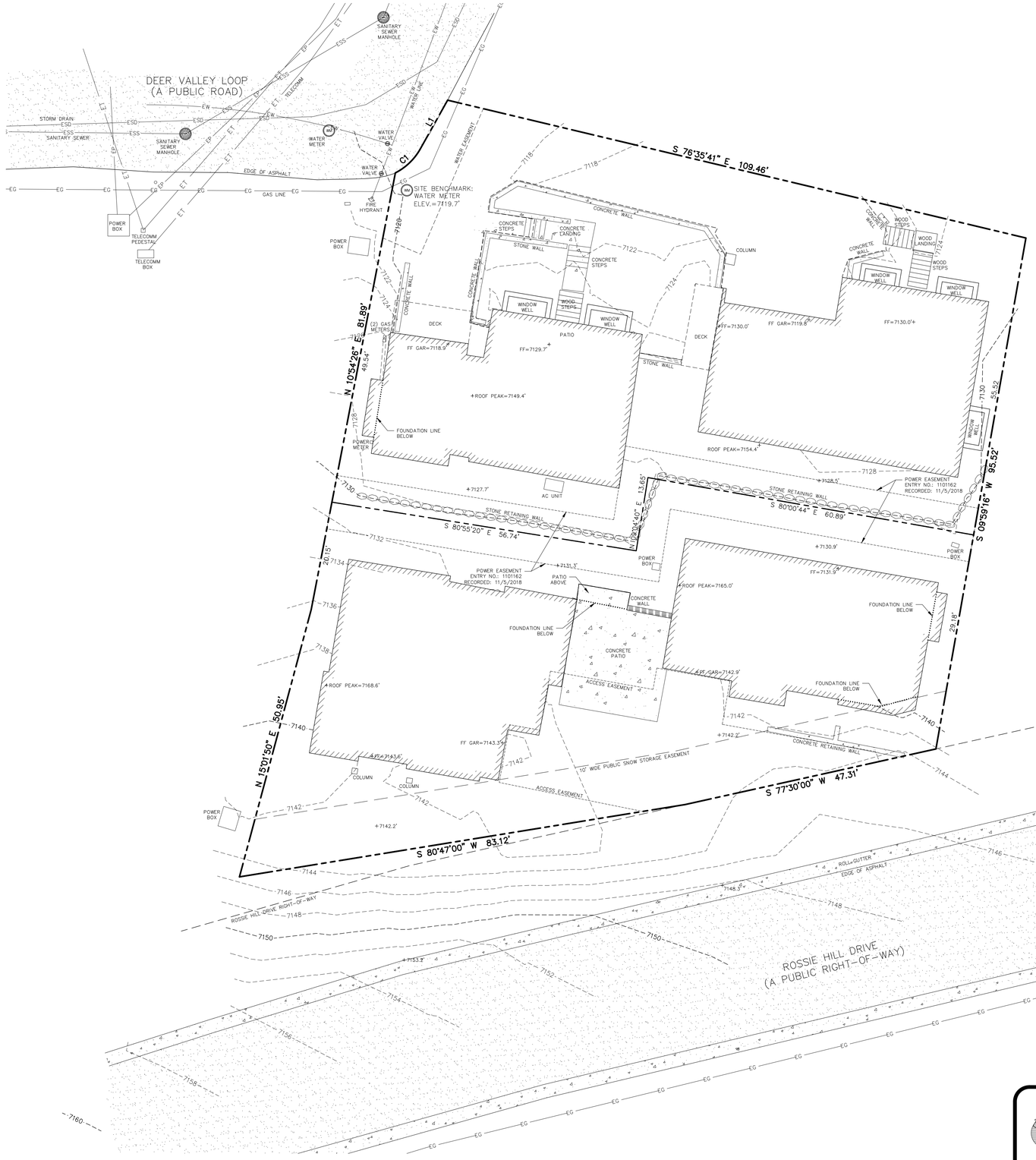


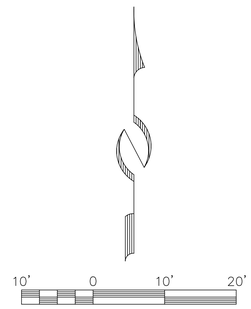
LILAC HILL CONDOMINIUMS

PROJECT INTENT
August 9, 2019

Lilac Hill Subdivision-First Amended, a two lot subdivision, was recorded June 7, 2018, as Entry No. 1092937 in the Office of the Recorder, Summit County, Utah. The subdivision is located in the northwest quarter of the southwest quarter of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian and approximately one block south of Deer Valley Drive.

Two residences are currently being constructed on Lot 1A, which has an address on Deer Valley Loop and two residences are currently being constructed on Lot 1B, which has an address on Rossie Hill Drive. This application proposes to create a condominium plat consisting of four units in accordance with the Park City Land Management Code.





PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
8/19/2019
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 topographic survey has been performed on the hereon described property and that to the best of my knowledge this topographic map is a correct representation of said survey.

NARRATIVE

1. Field work for this survey was performed July 25, 2019, and is in compliance with generally accepted industry standards for accuracy.
2. Site Benchmark: Water Meter, Elevation=7119.7' as shown.
3. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
4. The site was under construction at the time of the survey.

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

STAFF:
CHARLES GALATI
RYAN BETZ
TOM LUND
DUSTIN CARRISH

DATE: 8/19/19

EXISTING CONDITIONS & TOPOGRAPHIC MAP
LILAC HILL SUBDIVISION–FIRST AMENDED

FOR: LILAC HILL LLC
JOB NO.: 2-3-17
FILE: X:\EastofOldTown\dwg\srv\srvy2017\020317\020317-topo2019.dwg

SHEET 1 **OF** 1

EAST 1/4 CORNER
SECTION 16 T2S, R4E, SLB&M
3 1/2" BRASS CAP
ON 2 1/4" IRON PIPE

745.09'

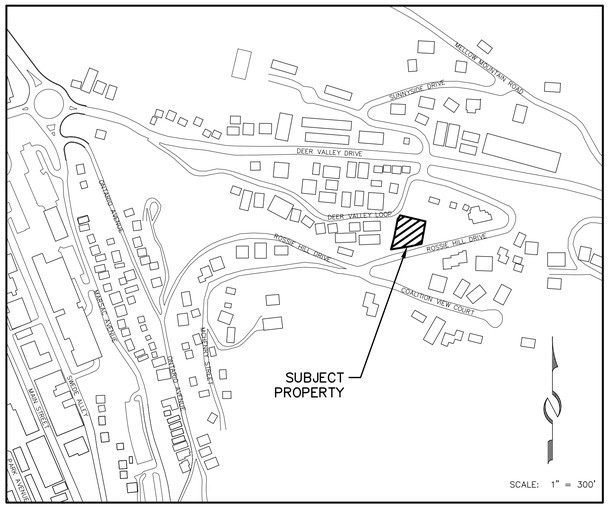
EAST 723.13'

1884.96'

SECTION LINE BASIS OF BEARING - S 0°30'11" W 2630.05' (2629.90' M&S.)

SOUTHEAST CORNER
SECTION 16 T2S, R4E, SLB&M
2 1/2" IRON PIPE
FILLED WITH CONCRETE

VICINITY MAP



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 29°17'57" E	10.29'
L2	S 9°04'40" W	13.65'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	11.00'	6.46'	33°38'11"

10' 0 10' 20'

PROFESSIONAL LAND SURVEYOR
No. 7248891
CHARLES GALATI
State of Utah

SURVEYORS CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 7248891, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, hereafter to be known as LILAC HILL CONDOMINIUMS and that the same has been correctly surveyed and monumented on the ground and prepared under my direction as shown on this plat.

BOUNDARY DESCRIPTION

LOT 1A and LOT 1B, LILAC HILL SUBDIVISION–FIRST AMENDED, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that the undersigned is the owner of the above described tracts of land, to be known hereafter as LILAC HILL CONDOMINIUMS, does hereby certify that it has caused this condominium plat to be prepared, and does hereby consent to the recordation of this condominium plat.

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

In witness whereof, the undersigned set his hand this _____ day of _____, 2019.

LILAC HILL LLC
a Delaware limited liability company

By: Watanabe Ventures LLC, an Indiana limited liability company
its Sole Member

By: _____
Todd Franklin Watanabe
Chief Investment Officer
Watanabe Ventures LLC
an Indiana limited liability company

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2019, Todd Franklin Watanabe 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 Chief Investment Officer of Watanabe Ventures LLC, an Indiana limited liability company, Sole Member of LILAC HILL LLC, a Delaware 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 LILAC HILL CONDOMINIUMS.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

NOTES

1. This condominium plat is subject to the Conditions of Approval in Ordinance 2019–_____.
2. All Conditions of Lilac Hill Subdivision–First Amended, approved in Ordinance 2018–04, continue to apply and remain in full force and effect.
3. Building ties on this sheet are from the property line to the building foundation as shown.
4. The dimensions of the private spaces and square footage calculations are based on architectural drawings supplied by Elliott Workgroup. 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.
5. Lots 1A and 1B of the Lilac Hill Subdivision–First Amended shall not be further subdivided in the future.

LILAC HILL CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

8/20/19 JOB NO.: 2-3-17 FILE: X:\EastofOldTown\dwg\srv\plat2017\020317-condo.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2019
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____
DAY OF _____, 2019
BY _____
CHAIR

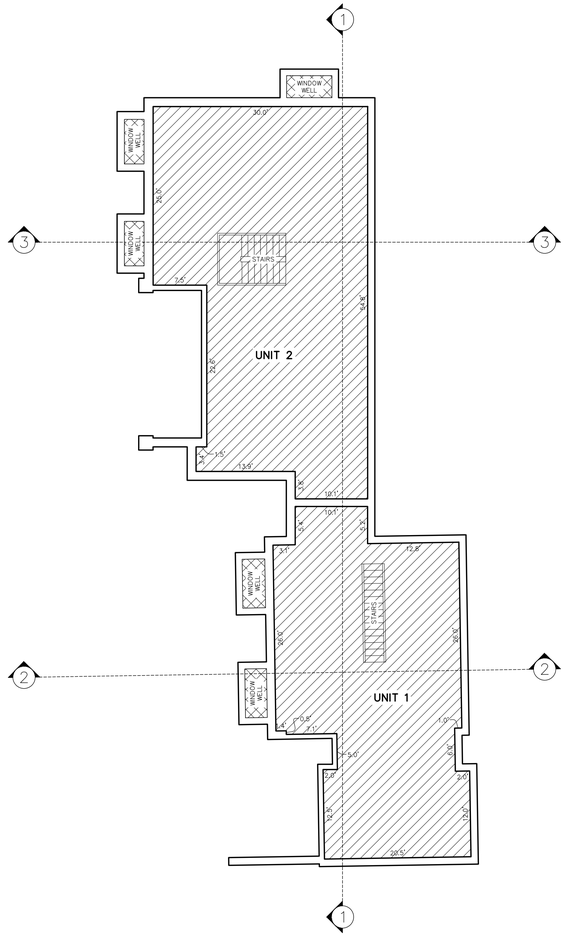
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2019
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2019
BY _____
PARK CITY ATTORNEY

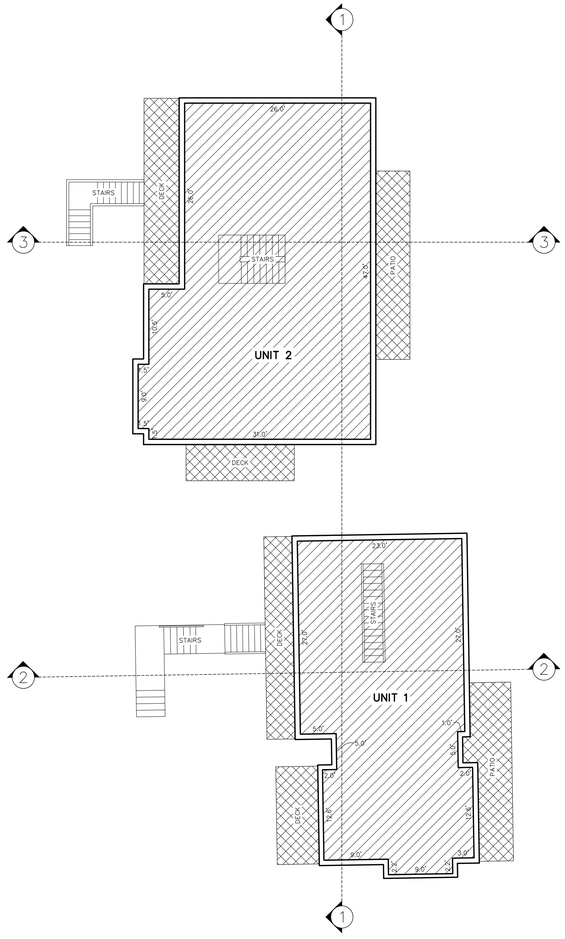
COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019
BY _____
PARK CITY RECORDER

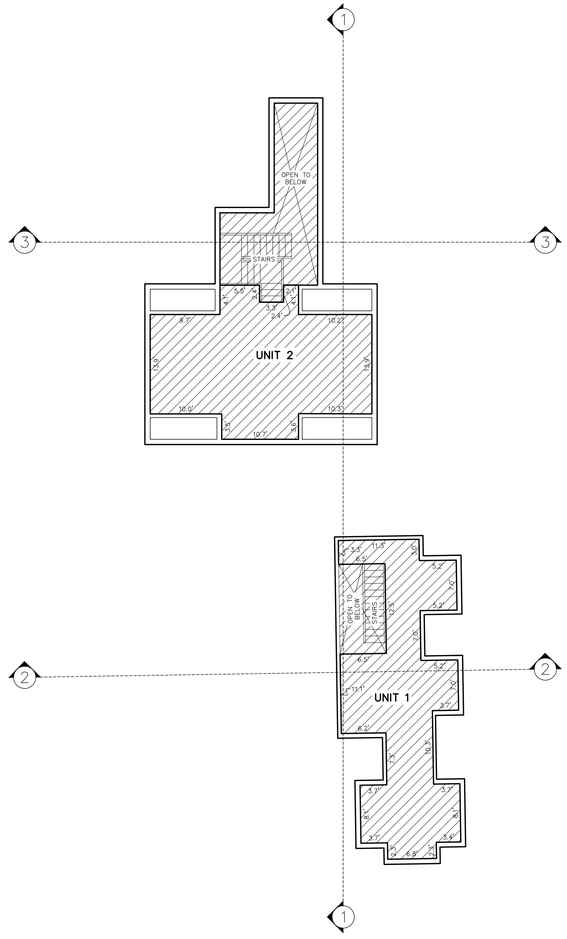
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
_____ FEE
_____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



LOWER LEVEL



MAIN LEVEL



UPPER LEVEL

LOWER LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 1	1,078 SF
UNIT 2	1,378 SF

MAIN LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 1	990 SF
UNIT 2	1,339 SF

UPPER LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 1	476 SF
UNIT 2	505 SF

UNIT TOTAL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 1	2,544 SF
UNIT 2	3,222 SF

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

10' 0 10' 20'

SHEET 2 OF 4

8/20/19 JOB NO.: 2-3-17 FILE: X:\EastofOldTown\dwg\srv\plat2017\020317-condo.dwg

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

LILAC HILL CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

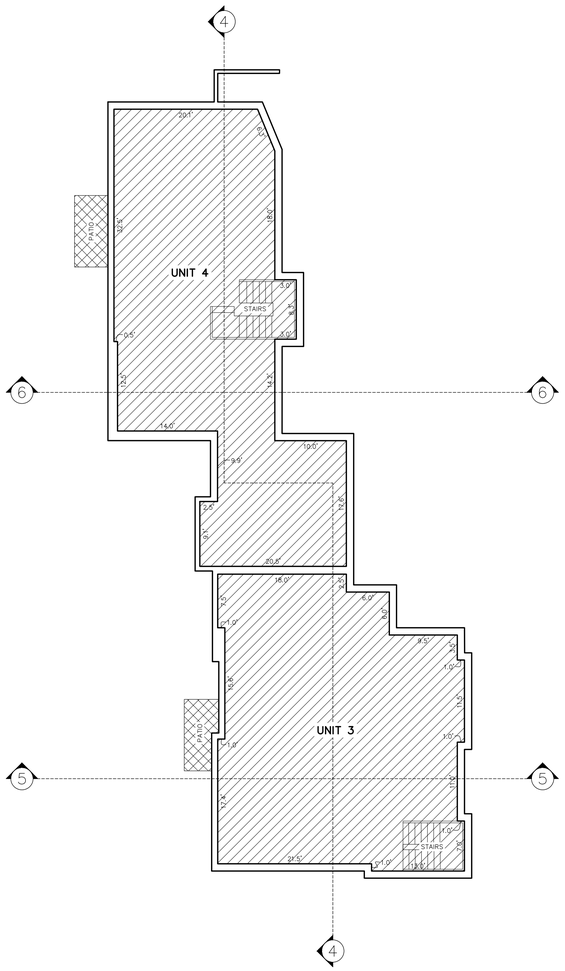
LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECORDED

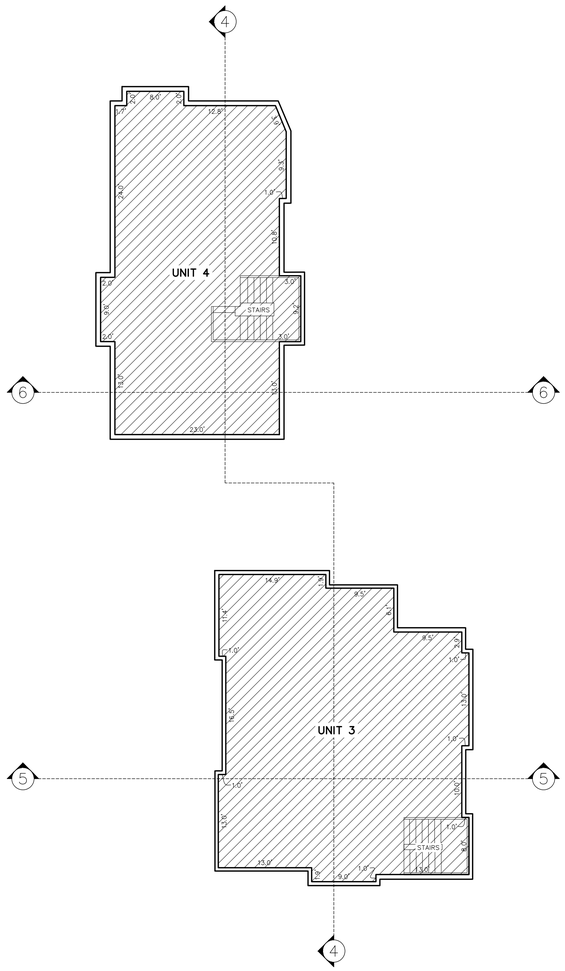
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

_____ FEE _____ RECORDER

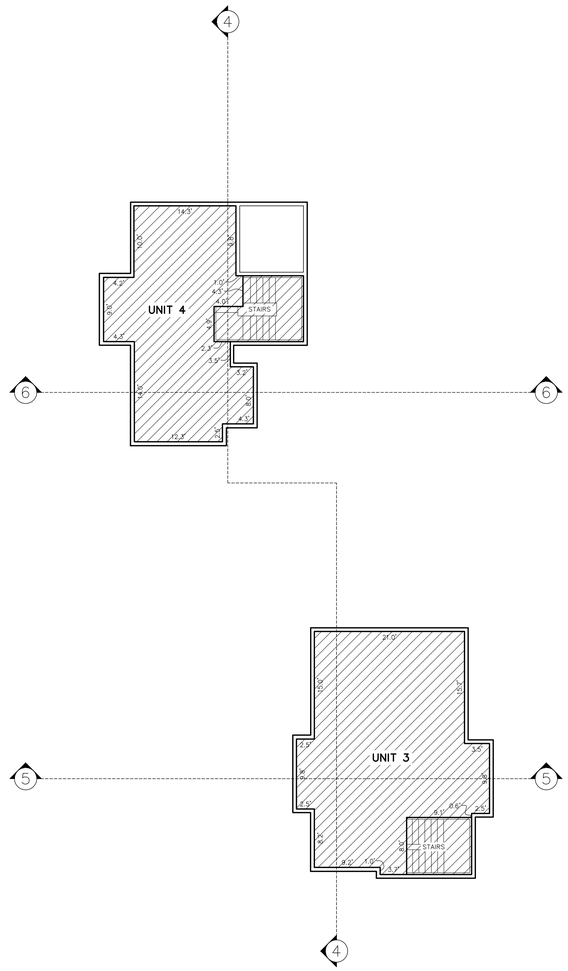
TIME _____ DATE _____ ENTRY NO. _____



LOWER LEVEL



MAIN LEVEL



UPPER LEVEL

LOWER LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 3	1,274 SF
UNIT 4	1,372 SF

MAIN LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 3	1,332 SF
UNIT 4	1,128 SF

UPPER LEVEL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 3	698 SF
UNIT 4	509 SF

UNIT TOTAL SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
UNIT 3	3,304 SF
UNIT 4	3,009 SF

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

10' 0 10' 20'

SHEET 3 OF 4

8/20/19 JOB NO.: 2-3-17 FILE: X:\EastofOldTown\dwg\srv\plat2017\020317-condo.dwg

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RECORDED

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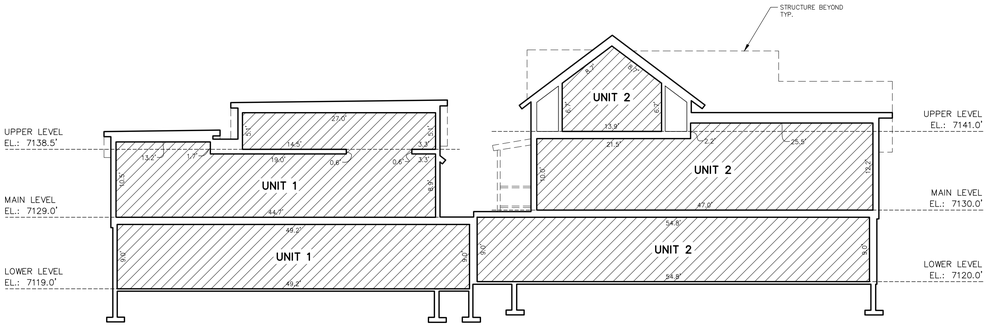
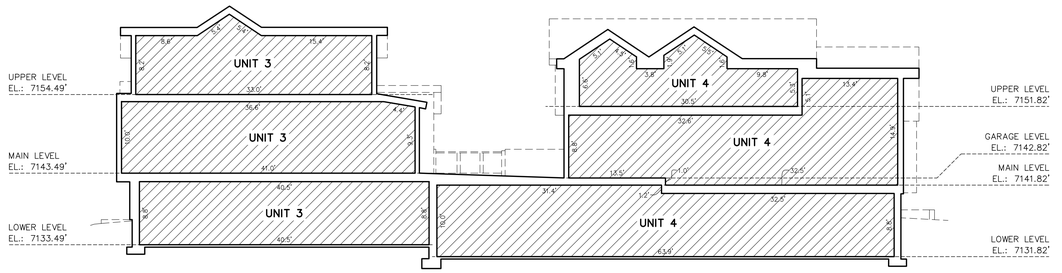


SECTION 1



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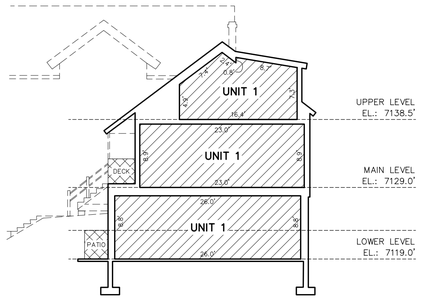

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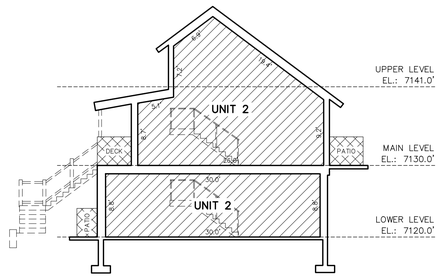
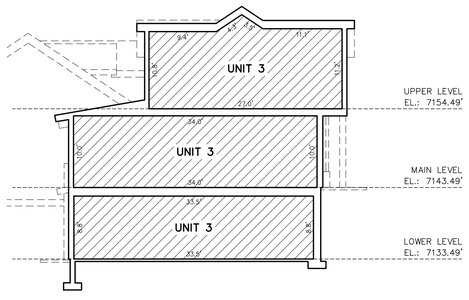
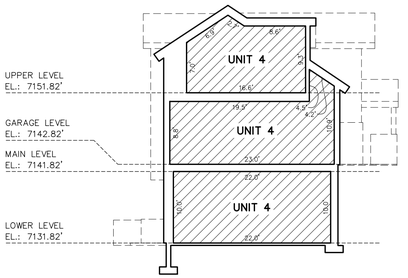


SECTION 3



SECTION 5



SECTION 6

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

10' 0 10' 20'

SHEET 4 OF 4

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STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **81 King Road**
Project: **PL-19-04326**
Author: **Alexandra Ananth, Senior Planner**
Date: **November 13, 2019**
Type of Item: **Administrative – Nightly Rental Conditional Use Permit**

Summary Recommendation

Staff recommends that the Planning Commission review the proposed Nightly Rental Conditional Use Permit for 81 King Road in the Historic Residential – Low Density (HRL) District, conduct a Public Hearing, and consider approving the Nightly Rental Conditional Use Permit for 81 King Road according to the Findings of Facts, Conclusions of Law, and Conditions of Approval as outlined in this Staff Report.

Description

Applicant:	Alison Kuhlow, Owners Representative
Location:	81 King Road
Zoning District:	Historic Residential - Low Density (HRL)
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Commission reviews and approves Conditional Use Permit applications

Proposal

The applicant is requesting a Nightly Rental Conditional Use Permit for 81 King Road, a five-bedroom/seven-bathroom 3,741 square foot Single-Family Dwelling that is designated a Significant Site on Park City's Historic Sites Inventory. 81 King Road is located in the Historic Residential – Low Density (HRL) District. The Land Management Code (LMC) requires that a homeowner secure a Conditional Use Permit in order to use a property within certain HRL boundaries for Nightly Rentals.

Background

On September 10, 2019, the applicant submitted a Conditional Use Permit for a Nightly Rental application for 81 King Road. The application was deemed complete upon submittal.

81 King Road is located on Lot 4 of the Anchor Development Second Amended Plat Millsite Reservation Subdivision. According to Summit County records, the Single-Family Dwelling was constructed circa 1900 and was expanded with an addition to the original structure in 2016. The property can accommodate off-street parking for two (2) vehicles, one in the garage and one in the driveway.

Zoning District

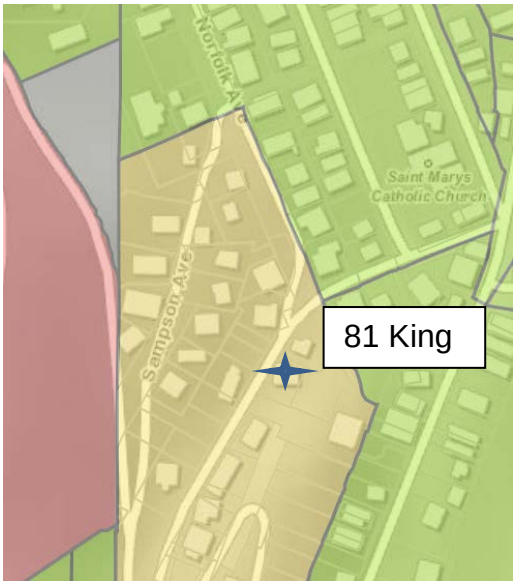
81 King Road is located in the Historic Residential – Low Density (HRL) District. The purpose of the HRL District is to:

A. Reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity;
B. Provide an Area of lower density Residential Use within the old portion of Park City;
C. Preserve the character of Historic residential Development in Park City;
D. Encourage the preservation of Historic Structures;
E. Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods;
F. Establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment; and
G. Define Development parameters consistent with the General Plan policies for the Historic core.

Analysis

The Land Management Code (LMC) requires a Conditional Use Permit in order to use a property within certain HRL boundaries for Nightly Rentals. The Land Management Code defines a Nightly Rental as "The rental of a Dwelling Unit or any portion thereof, including a Lockout Unit for less than thirty (30) days to a single entity or Person. Nightly Rental does not include the Use of Dwelling Units for Commercial Uses." Nightly Rentals require a Conditional Use Permit in the HRL District for properties south of platted 2nd Avenue, west of Upper Norfolk and Daly Avenues, and east of King Road, an area highlighted in yellow in the Park City Nightly Rental Zones map below. LMC § 15-2.1-2(B)(1).

Figure 1. Park City Nightly Rental Zones Map – Yellow Indicates Nightly Rentals Require a Conditional Use Permit



A Conditional Use is defined in LMC § 15-15-1 as a land Use that, because of its unique characteristics or potential impact, is allowed only if certain measures are taken to mitigate or eliminate the potential impacts. A Conditional Use shall be approved 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 Land Management Code requires the Planning Commission to review certain criteria when considering whether or not a proposed Conditional Use mitigates impacts. LMC § 15-1-10(E). The criteria are outlined below, followed by staff analysis.

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

Size: The LMC does not specify a maximum or minimum size for Nightly Rental properties or dwellings.

81 King Road is a five-bedroom/seven-bathroom Single-Family Dwelling located on a 0.11-acre parcel and complies with all Lot and Site Requirements for the HRL District including Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway standards. 15-2.1-3 and 15.2.1-7.

The potential Nightly Rental occupancy is limited by the existing size and emergency escape and rescue opening standards of the International Residential Code. To complete the Nightly Rental Business License application process, the Building Department must complete an Inspection. The Building Department will determine a maximum occupancy to ensure that the appropriate Emergency escape and rescue openings are provided.

Location of the Site: 81 King Road is located in an area identified in the Park City General Plan as a preferred area for Nightly Rentals because of its proximity to Park City Mountain Resort.[1] However, a Condition Use Permit is required in this zoning district.

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

81 King Road is accessed by King Road. It is not expected that there would be a significant change in traffic generated for the property as a Nightly Rental compared to a Single-Family Dwelling.

Under the LMC § 15-1-10(F), a Conditional Use Permit is transferable with the title to the underlying Property so that an owner may convey or assign an approved project without losing the approval. The subject property is currently for sale and the owner is seeking a Nightly Rental use approval as part of a condition of sale.

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

81 King Road is currently used as a private Single-Family Dwelling and all utilities are

[1] General Plan, Vol. 1, p. 71, Objective 7C.

available on-site. If the Commission grants the Nightly Rental Conditional Use Permit, the Single-Family Dwelling will continue to be used as a residence with no change to utility capacity or storm water run-off.

4. **Emergency vehicle Access**.
No unmitigated impacts

A Nightly Rental Business License triggers a Building Department inspection of the Structure to ensure that all Building and Fire Code requirements are met prior to issuance of a Business License. A Nightly Rental Conditional Use Permit will not alter the required emergency vehicle access.

5. **Location and amount of off-Street parking**.
Condition of Approval Recommended

Nightly Rental parking requirements are the same as the parking requirements for the Single-Family Dwelling (up to the first six [6] bedrooms). LMC § 15-3-6(A). The LMC requires two (2) parking spaces per Single-Family Dwelling. The existing house has parking for two cars, one in a garage and one in the driveway.

Staff recommends that the Commission consider a Condition of Approval that the Nightly Rental limit parking to two (2) vehicles and those vehicles must park on the property only (no parking on the street in the surrounding neighborhood). This is reflected in Condition of Approval 7.

6. **Internal vehicular and pedestrian circulation system**.
Conditions of Approval Recommended

Vehicle Circulation: King Road is a steep and narrow street. During weather-related road conditions access to 81 King Road may be limited and renters may need to park off-site in an approved overnight public parking lot and walk to the rental property. Staff recommends that a Condition of Approval require that the nightly rental lease inform prospective renters that access to the property during inclement weather may be limited and alternative parking off-site may be required. This is reflected in Condition of Approval 9.

Pedestrian Circulation: 81 King Road is located within walking distance of Park City Mountain Resort, Old Town, Main Street, Transit Stops, Municipal Parking and bike trails.

7. **Fencing, Screening, and landscaping to separate the Use from adjoining Uses**.
No unmitigated impacts

No changes to the site are proposed at this time. No changes to the exterior landscaping are part of this application.

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

No change is proposed for the building mass, bulk, orientation, or location.

9. **Usable Open Space**.
No unmitigated impacts

The proposed use does not change the site's Open Space and there is no additional requirement in the LMC.

10. **Signs and lighting**.
No unmitigated impacts

No signs are proposed. The lighting must conform to Building and Land Management Code standards before a Nightly Rental Business License is granted.

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

No changes to the physical design are proposed. The Single-Family Dwelling and Significant Site will retain its historic mass, scale, and style in compliance within the Historic District.

12. **Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site**.
No unmitigated impacts

No noise, vibration, odors, steam, or mechanical factors that might affect people and property are anticipated beyond what is reasonably expected for a Single-Family Dwelling.

13. **Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas**.
Condition of Approval Recommended

No deliveries beyond what is reasonably expected for a Single-Family Dwelling are anticipated. Residential trash pickup for the property will be from King Road. Staff recommends a Condition of Approval requiring that trash receptacles be placed for trash pickup according to the Municipal Code of Park City, which requires that trash receptacles cannot be set out for collection prior to 6:00 PM of the day before collection. All trash receptacles in the HRL District must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied. This is reflected in Condition of Approval 8.

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

If the Commission approves the Nightly Rental Conditional Use Permit, the applicant has stated that it will be managed and maintained by a local professional property management company as required by Section 4-5-3 Regulation of Nightly Rentals, of the LMC (Exhibit C). Nightly Rentals are required to have a license and be properly managed by a local representative including for snow removal, landscaping, routine upkeep, trash collection and noise and occupancy control.

15. **Within and adjoining the site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site**.
No unmitigated impacts

No changes to the structure are proposed and no environmental site conditions are known to be present.

16. **Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding**.
Condition of Approval Recommended

Goal 7 of the General Plan, Life-Cycle Housing, is to create a diversity of primary housing opportunities to address the changing needs of residents. Objective 7C is to focus future nightly rental units to resort neighborhoods – near Park City Mountain Resort and Deer Valley. 81 King Road is within a walkable distance to Park City Mountain Resort with skiing access through Upper Norfolk Avenue.

Goal 9 of the General Plan, Parks & Recreation, is to continue to provide unparalleled parks and recreation opportunities for residents and visitors. Objective 9C is to optimize interconnectivity by utilizing bus/transportation services to recreation facilities.

Staff recommends a condition of approval that the applicant provide renters with detailed information regarding walkable access to skiing and to Park City's free transit service. This is reflected in Condition of Approval 10.

Department Review
The applicant's proposal was reviewed by the Planning, Engineering, Building, and Legal departments. No concerns have been raised.

Notice
Notice was posted on the property on October 30, 2019. Courtesy notice was mailed to property owners within 300' of the property on October 30, 2019. Notice was published

in the *Park Record* and on the Park City website and the Utah Public Notice website on October 26, 2019.

Public Input

Prior to the issuance of this Staff Report Staff received four letters of public comment that are attached (Exhibit D). Neighborhood concerns include the impact of noise, traffic and parking as well as the prevalence of Nightly Rentals in the surrounding neighborhood.

Alternatives

1. The Planning Commission may approve the Conditional Use Permit for the 81 King Road Nightly Rental, as conditioned; or
2. The Planning Commission may continue the discussion on the Conditional Use Permit for the 81 King Road Nightly Rental and direct staff to conduct further research and analysis; or
3. The Planning Commission may deny the Conditional Use Permit for the 81 King Road Nightly Rental and direct staff to make findings for this decision.

Recommendation

Staff recommends that the Planning Commission review the proposed Nightly Rental Conditional Use Permit for 81 King Road in the HRL District, conduct a Public Hearing, and consider approving the Nightly Rental Conditional Use Permit according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined below:

Findings of Fact

1. The property is located at 81 King Road, Summit County in the Historic Residential-Low Density (HRL) District.
2. The property is estimated to have been constructed circa 1900, and underwent a renovation and significant addition in 2016. The property retains some historic integrity as a mining-era Structure and is designated a Significant Site on Park City's Historic Sites Inventory.
3. 81 King Road is a five-bedroom/seven-bathroom Single-Family Dwelling that is located on a 0.11-acre parcel.
4. 81 King Road is within walking distance to Park City Mountain Resort skiing and to Park City's free public transit.
5. The five-bedroom Single-Family Dwelling at 81 King Road is located within the area designated for Nightly Rentals in the HRL District, subject to a Conditional Use Permit.
6. On September 10, 2019, the owner of 81 King Road submitted an application to request Commission review and approval of a Nightly Rental Conditional Use Permit.
7. The Nightly Rental Conditional Use Permit application was deemed complete on September 10, 2109.
8. According to the City's business license records, there are currently seven (7) active nightly rental business licenses in the surrounding HRL District including

the recently approved 74 King Road.

9. In addition to a Nightly Rental Conditional Use Permit, the owner must secure a Nightly Rental Business License to use the property as a Nightly Rental. The business license application process requires that the Building Department inspect the property to ensure that the property meets all applicable building and fire codes.
10. 81 King Road is a five bedroom house on a 0.11 acre site located within the potential Nightly Rental Conditional Use Permit zone and there are no unmitigated impacts from the site size and location.
11. King Road is a narrow and steep street and should only be accessed by two vehicles associated with a Nightly Rental on this lot. All parking shall be contained on site and there shall be no parking allowed on surrounding neighborhood streets. This portion of King Road is steep and all-wheel drive vehicles are recommended during winter months.
12. 81 King Road is currently used as a private residence and use of the property as a Nightly Rental will minimally change utility capacity and storm water run-off.
13. A Nightly Rental Conditional Use Permit will not alter the required emergency vehicle access.
14. During weather-related road conditions, access to 81 King Road may be limited and renters may need to find parking off-site to walk to the property. Leases shall contain information on available municipal parking and all-wheel drive vehicles shall be recommended during winter months.
15. No fencing or landscaping changes are proposed at this time.
16. The building mass, bulk, orientation, and location will remain unchanged.
17. No signs or additional lighting are proposed to be installed.
18. No changes to the physical design of the house or site are proposed.
19. No noise, vibration, odors, steam, or mechanical factors that might affect people and property are anticipated.
20. No deliveries beyond what are reasonably expected for a Single Family Dwelling are anticipated. Residential trash pickup for the property will be from King Road and subject to the Municipal Code of Park City § 6-1-11.
21. The property will be maintained by a professional property management company.
22. 81 King Road is located outside of the Park City Soils Ordinance Zone.
23. Use of 81 King Road as a Nightly Rental is in keeping with Objective 7C of Goal 7 to focus future nightly rental units to resort neighborhoods – near Park City Mountain Resort and Deer Valley. 81 King Road is within a walkable distance to Park City Mountain Resort with access through Upper Norfolk Avenue.

Conditions of Law

1. The proposed application as conditioned complies with the requirements of the Land Management Code.
2. The proposed Nightly Rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed nightly rental use is consistent with the Park City General Plan.
4. The effects in difference in use or scale of the Nightly Rental have been mitigated

through careful planning and Conditions of Approval.

Conditions of Approval

1. The applicant must obtain and maintain a valid Nightly Rental Business License.
2. Compliance with all building and fire code standards is required as a condition precedent to issuance of a Nightly Rental Business License.
3. All existing and any new exterior lighting shall conform to the City's lighting requirements prior to the issuance of a Nightly Rental Business License.
4. No exterior commercial signs are approved as part of this Nightly Rental Conditional Use Permit. Any future signs on the property shall be subject to the Park City Sign Code.
5. This Nightly Rental Conditional Use Permit is approved for the five-bedroom/seven-bathroom Single-Family Dwelling. Any additions to the Structure that enlarge the Structure terminate this Conditional Use Permit and require a new Conditional Use Permit that reflects the altered size of the Single-Family Dwelling.
6. All lease agreements for Nightly Rental shall include language that limits the vehicles allowed at 81 King Road to two (2) vehicles that must utilize on-site parking. No parking in the surrounding residential neighborhood is permitted.
7. The property owner or a Property Management Company shall place trash receptacles for trash pickup according to the Municipal Code of Park City § 6-1-11, which requires that trash receptacles cannot be set out for collection prior to 6:00 PM of the day before collection. All trash receptacles in the HRL District must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:50 PM the day they are emptied.
8. All lease agreements for Nightly Rental shall include language indicating that during heavy snowfall or bad road conditions, access to the property may be limited and a list of municipal garages shall be provided. There may be times when renters need to park off-site in a public parking lot and walk to the property, and all-wheel drive vehicles are recommended during winter months.
9. The applicant must provide renters with detailed information regarding walkable access to skiing, to Park City's Historic Main Street, to Old Town, to Park City's free transit service and to Park City Municipal Garages.
10. Nightly Rental of 81 King Road prohibits Commercial Uses such as hospitality houses, screening rooms, reception centers, etc.
11. The property owner or a professional property management company shall oversee the property and shall maintain the property and landscaping in a manner that shall comply with all City Code and Land Management Code standards.

Exhibits

Exhibit A – Applicant's Statement
Exhibit B – Existing Site Plan
Exhibit C – Municipal Code Section 4-5-3, Regulation of Nightly Rentals
Exhibit D – Public Input Received Prior to the Issuance of this Staff Report

81 King Road
Conditional Use Permit for Nightly Rental Use
General Description

This application requests a nightly rental use for 81 King Road in an existing 5-bedroom, 7 bath, 3,741 square foot single family home. The property is within the Historic Residential Low Density (HRL) district which requires a conditional use permit for nightly rental uses within the zone.

The original structure was built in 1890 and most recently underwent a remodel in 2016. The structure met all requirements for the zone during that review. The property has five (5) bedrooms and pursuant to Land Management Code section 15-3-6, two (2) parking spaces are required a nightly rental use for six (6) bedrooms or less. This property can accommodate off-street parking for two (2) vehicles, one in the garage and one in the driveway.

The project may burden the neighborhood with some traffic, however the trip generation for long term rentals and/or permanent residents is typically greater than that of a short-term nightly rental.

Three nightly rental uses have been approved in the area through a conditional use permit process; 95 King Road, 99 King Road and 60 Sampson Avenue. X additional nightly renal uses in the surrounding neighborhoods.

The house is currently for sale and the owner is seeking a nightly rental use approval as part of a condition of sale.

The previously approved nightly rental uses in the area have similar conditions of approval. The applicant agrees to the following conditions being applied to the nightly rental use of the property.

- All existing and any new exterior lighting shall be subdued in nature and shall confirm to the City's lighting ordinance, LMC Sections 15-3-3(c) and 15-5-5(I).
- No exterior commercial signs are approved as part of this CUP. All signs are subject to the Park City Sign Code.
- All lease agreements for nightly rental shall include language that limits the number of vehicles allowed at 81 King Road to two (2) vehicles.
- Property management shall place garbage receptacles out for trash pick-up no more than 15 hours prior to the anticipated pick-up time, and they shall move these receptacles back onto the property no more than 15 hours after the actual pick-up time.
- All lease agreements for nightly rental shall include language indicating that during heavy snowfall or bad road conditions, access to the lot may be limited or may require a four-wheel drive vehicle in order to gain access. There may be times when renters need to park off-sire in an approved overnight public parking lot and walk to the property.
- No other uses, such as hospitality houses, screening rooms reception centers, etc. are prohibited.

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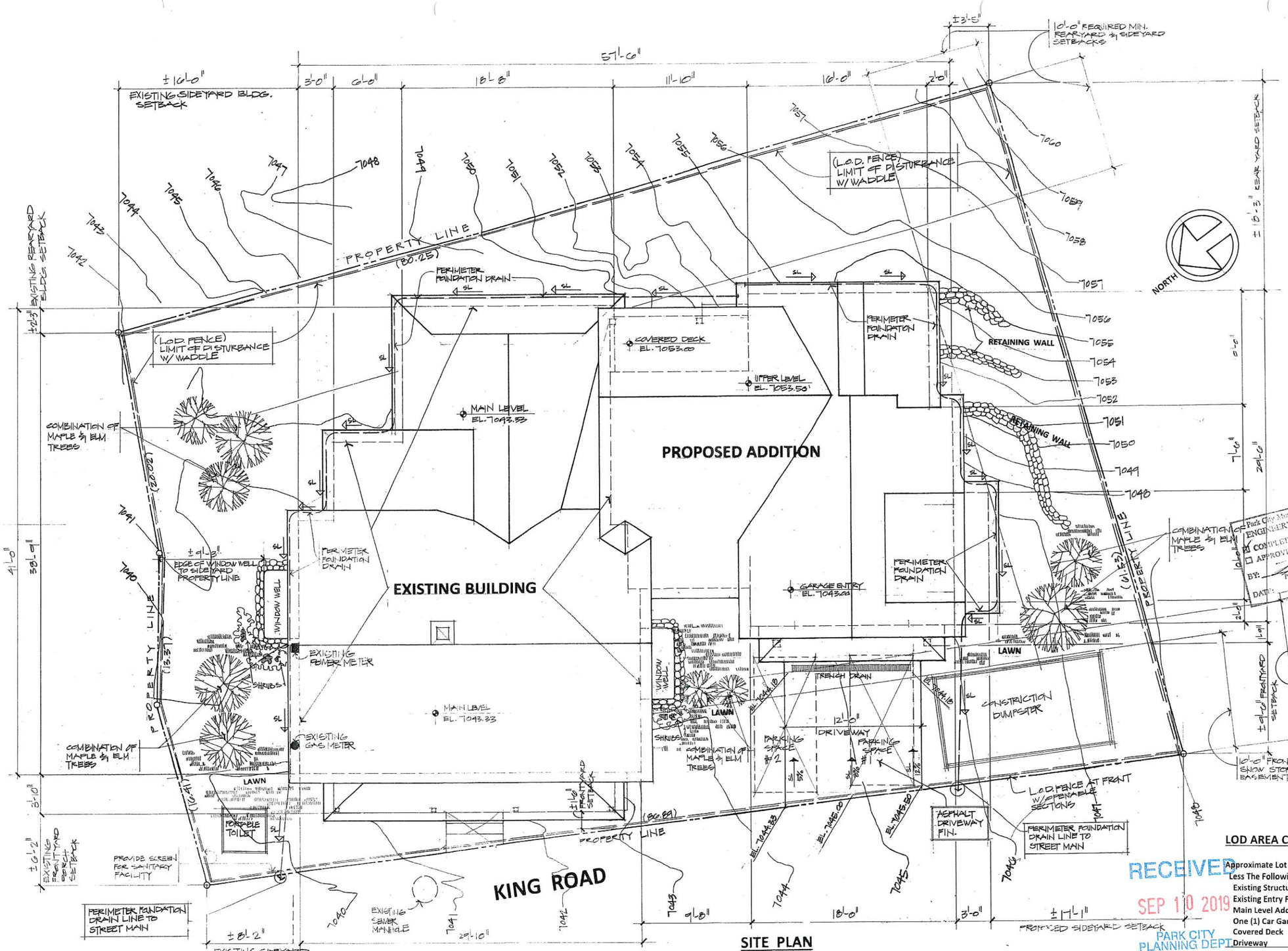
PLANNING DEPT.



SITE PLAN

1/4" - 1'-0"

LOD AREA CALCULATION:

Approximate Lot Area	4,680.00 sq./ft.
Less The Following Area:	
Existing Structure	1,055.00 sq./ft.
Existing Entry Porch	105.00 sq./ft.
Main Level Addition	211.00 sq./ft.
One (1) Car Garage	541.00 sq./ft.
Covered Deck	63.00 sq./ft.
Driveway	186.00 sq./ft.
Total LOD Area:	2,519.00 sq./ft.

LANDSCAPING AND MAINTENANCE NOTES:

1. Maintained a minimum cover of 6 inches of an approved topsoil, (approved topsoil does not exceed 200 mg/Kg (total) lead) and must be vegetated with grass or other suitable vegetation to prevent erosion of the 6" topsoil layer as determined by the Building Department.
2. All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge drift and shall have a minimum depth of 24 inches of approved topsoil so that tailings are not mixed with the soil through normal tilling procedures. Such topsoil shall extend 12 inches beyond the edge of the flower or vegetable planting bed.
3. All flower or vegetable planting beds above grade shall extend a minimum of 16 inches above grade of the 6 inches approved topsoil cover and shall contain only approved topsoil.
4. All schrubs planted shall be surrounded by approved topsoil for an area, which is three times bigger than the rootball and extends 6 inches below the lowest root of the schrub planting.
5. All trees planted shall have a minimum of 18 inches of approved topsoil around the rootball with a minimum of 12 inches of approved topsoil below the lowest root of the tree.

FLOOD CONTROL NOTES:

A) EXTEND WINDOW WELLS TO TOP OF FOUNDATION WALL.

Park City Municipal Corporation
ENGINEER'S PLAN REVIEW
☒ COMPLETED ☐ DENIED
☐ APPROVED ☐ CONTINUED
BY: Park City Engineer
DATE: 10/23/14

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OCT 22 2014
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SEP 10 2019
PARK CITY PLANNING DEPT

PARK CITY PLANNING DEPT.
APPROVED
SIGNATURE DATE

H.V. RAMOS
ARCHITECTURAL PLANNING & DESIGN SERVICES
653 E. Auburn Fields Way, Draper, Utah 84020
(801) 918 - 4182

PROPOSED ADDITION / REMODEL
81 KING ROAD
PARK CITY, UTAH 84060

SITE PLAN

JOB NO.
DATE: MAR 2014
SCALE: AS SHOWN
DRAWN BY: DUNE VRAMOS

5

4-5-3 Regulation Of Nightly Rentals

All nightly rental Units must be inspected by the Building Department and issued a license before being offered for rent.

A. **LICENSEE.** The licensee for rentals under this Section shall be the owner. The local representative shall be deemed the responsible party.

B. **MANAGEMENT STANDARDS.** The authorized lodging must be properly managed. As a condition to holding a valid license, the licensee agrees to provide or arrange for adequate property management services. In the event an owner's association exists, it shall be responsible for property maintenance. In the event an owner agrees to be responsible for property maintenance, the licensee must present a statement to that effect signed by the owner. The minimum services and management regulations required include:

1. Snow removal during winter months to a level that allows safe access to the building over the normal pedestrian access to the Unit;
2. Snow removal service to off-street parking facilities associated with the rental property so that off-street parking is at all times available for occupant use;
3. Summer yard maintenance, including landscaping, weed control, and irrigation to a level that is consistent with the level of landscaping and maintenance on adjoining and nearby properties;
4. Structural maintenance to preserve substantial code compliance as described herein is required;
5. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties;
6. Trash collection which ensures that trash cans are not left at the curb for any period in excess of twenty-four (24) hours; the property must be kept free from accumulated garbage and refuse;
7. Housekeeping service as a part of hotel or property management company included in property management license;
8. On-street parking for nightly rental uses shall not result in an obstruction to traffic and pedestrian circulation or public safety;
9. No outdoor display of goods and merchandise shall be permitted as part of any nightly rental use;
10. Unless expressly permitted under the Municipal Sign Code, no signs will be permitted for nightly rental uses;
11. Nightly rentals may not be used for commercial uses not otherwise permitted in the zone. Nightly rentals may not be converted to Corporate Sponsor or Business houses which are used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

C. **NOISE AND OCCUPANCY CONTROL.** The licensee and the owner of rentals under this

Section are responsible for regulating the occupancy of the Unit and noise created by the occupants of the Unit. Violation of the Noise Ordinance, violation of occupancy loads, failure to use designated off-street parking, illegal conduct, or any other abuse, which violates any law regarding use or occupancy of the premises, is grounds for revocation. Failure to collect and deposit sales tax is also a violation of the license and grounds for revocation.

D. **REVIEW CRITERIA.** In determining whether or not a Business license for rental authorized under this Section shall be issued, the application shall be reviewed to see if, in addition to standards and conditions applicable to issuance of all Business licenses, the following conditions and standards are met:

1. The Unit is located within a zone and subzone designated as allowing rentals for the period which the license is applied for;
2. The access to the rental Unit and the layout of the Unit is such that noise and physical trespass from the proposed rental Unit is not likely to be a substantial intrusion to the adjoining properties. If the proposed rental Unit is a single family home or duplex and shares an access, hallway, common wall, or driveway with another dwelling, written consent of the owner of the other dwelling is required;
3. The applicant must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual, who resides within a 1-hour drive of the property, or, in the case of a company, has offices in Summit County. The responsible party is personally liable for the failure to properly manage the rental. The responsible party must be available by telephone, or otherwise, twenty-four (24) hours per day, and must be able to respond to telephone inquiries within twenty (20) minutes of receipt of such inquiries. The responsible party is also designated as the agent for receiving all official communications under this Title from Park City. If the licensee is a property management company or individual other than the owner, such company or individual must comply with applicable state law, including the Securities Division Real Estate Division in the Utah Code, as amended, which requires those who receive valuable consideration to lease property to have a state license;
4. The application must bear a sales tax collection and accounting number for the rental operation. This number may be the sales tax accounting number used by the property management company responsible for that Unit, or may be specific to the Unit, but no license will be effective until the sales tax number is provided.

HISTORY
Amended by Ord. 13-19 on 6/6/2013
Repealed & Reenacted by Ord. 2017-51 on 10/5/2017
Amended by Ord. 2019-17 on 4/18/2019

Alexandra Ananth

From: Jonathan DeGray <degrayarch@qwestoffice.net>
Sent: Thursday, October 31, 2019 2:19 PM
To: Alexandra Ananth
Cc: 'All DeGRAYS'
Subject: Nightly Rentals, 81 King Road

Alexandra,
I live with my family at 105 Norfolk Avenue. I just received notice of a request for nightly rentals at 81 King Road. This property is directly across the street from my home. We have been exposed to rental of this home for over 25 years. We refer to it as "The Party House". We were very pleased to see it renovated and were hopeful that in its newly renovated condition it would be sold to a new owner and used as a primary or secondary home as so many home in the neighborhood have been. It is clear that in this case the owner has been trying to sell the home unsuccessfully and is now trying to offset their loses by placing the home in the nightly rental pool.
We believe that the exclusion of nightly rentals from the HRL zone is a good thing for the stability and sanity of the neighborhood. The impacts of noise & parking along King Road cannot be mitigated. All street parking is prohibited on King Road in the winter and very limited in the summer.
We are adamantly apposed to this proposal and ask that the Planning Commission deny the request.
Please pass my comments on to the Planning Commission.
Sincerely,
Jonathan DeGray
105 Upper Norfolk Ave.
435-649-9146

Alexandra Ananth

From: Gerry Shear <gerryshear@gmail.com>
Sent: Thursday, October 31, 2019 4:18 PM
To: Alexandra Ananth
Subject: Objection to Application # PL-19-04326

Alexandra,

My name is Gerry Shear and I am the trustee of the J&GS Family Trust and we own the property located at 57 King Road (ANCH-1-2AM) and
83 King Road (ANCH-LOT3-AM). 83 King Road is titled to an LLC with is owned and managed by the trust.
We have bought and invested into this area of Old Town because it does not allow Short Term Rentals.
Previously we lived on Woodside Ave. and found being neighbors with STR's was not consistent with what we expect from our neighborhood.
In doing our research on the Old Town districts we purposely moved into an area where STR's are not allowed.
We strongly advocate to preserve the nature of this section of Old Town and that occupants should be of a long term status.
As the representative for two neighboring properties I OBJECT to the application for a "Nightly Rental Conditional Use Permit".
I further urge the planning commission to respect existing boundaries where STR's may and may not operate.

Thank you for your time in this matter,

Gerry Shear

--
Gerry A. Shear
435-901-8018

Alexandra Ananth

From: Tom McAdam <tjmcadam@gmail.com>
Sent: Wednesday, November 06, 2019 11:50 AM
To: Alexandra Ananth
Subject: 81 King Road

Hi Alexandra. I'm the owner of 133 Sampson Avenue in Old Town. I received the public hearing notice of the single night rental application for 81 King Road. I'd like to express my concern about single night rentals in area. The house across the street from me on Sampson Avenue is often rented. I am concerned that additional rental units, particularly those on a short term basis, will detract from the special character of Old Town. Additional single night, Airbnb type rentals will negatively impact the quality of life in the area due to additional noise and traffic. Parking is already constrained given the density of the area. Let's not set a bad precedent. Thank you.

Tom McAdam

Sent from my iPhone

Alexandra Ananth

From: BRENDA BENNETT <parkcitybennett@comcast.net>
Sent: Thursday, November 07, 2019 5:11 PM
To: Alexandra Ananth
Subject: Application PL-19-04326 CUP 81 King Road

Alexandra,

I would like to voice my approval for 81 King Road to obtain a CUP for nightly rental. It is a beautiful home with plenty of parking and in a fantastic location for out of town guests. There are several other homes on my street, including my own, that have a CUP for nightly rental. It is definitely a trend for that area of Old Town and I think a great part of providing a wonderful experience for our out of town guests.

Thank you,
Brenda Bennett
74 King Road

Planning Commission
Staff Report

Application: **PL-19-04276**
Subject: **Empire Pass Lot 2, 7677 Village Way, the Argent at Empire Pass**
Author: **Alexandra Ananth, Sr. Planner**
Date: **November 13, 2019**
Type of Item: **Administrative - Conditional Use Permit**

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing and consider approving a Conditional Use Permit for Empire Pass Lot 2, the Argent at Empire Pass Condominiums, also known as 7677 Village Way, according to the findings of fact, conclusions of law, and conditions of approval as outlined in this report.

Description

Applicant:	**Empire Pass North, LLC**
Location:	**7677 Village Way, Empire Pass Lot 2**
Zoning:	**Residential Development (RD) District as part of the Flagstaff Annexation and Master Planned Development**
Adjacent Land Uses:	**Deer Valley Resort, Empire Club, condominiums, townhouses, vacant development parcels of the Village at Empire Pass Pod A and open space**

Summary

This application was originally Opened on October 9, 2019, and Continued to November 13, 2019, until after a Study Session could be held on the historic preservation obligations under the Flagstaff Development Agreement. This Study Session was held on November 7, 2019. No other questions were raised at the October 9, 2019, Public Hearing.

On July 22, 2019, the Planning Department received an application for a Conditional Use Permit (CUP) for a 28 unit residential condominium building to be located on Lot 2 of the Village at Empire Pass North Subdivision (Exhibits A-C) utilizing up to 32 Residential Unit Equivalents (UE). The building is identified as Building 4 within the Village at Empire Pass Master Planned Development (VEP MPD), approved on July 28, 2004 (Exhibit E). An ADA accessible unit and two (2) deed restricted employee housing units (EHU) are proposed within the building. The applicant also submitted a Condominium Plat for the subject property which is included in the Planning Commission's October 9, 2019, packet. If this CUP is not approved, the Condominium Plat will be continued to a future date.

Background

Flagstaff Annexation

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and Development Agreement for the Flagstaff Mountain area, of which the subject property is part of. Resolution 20-99 granted the equivalent of a" large-scale" Master Planned Development (MPD) and set forth the types and locations of land uses; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement (Agreement) was amended and recorded in March 2007 (Exhibit F- link to Amended Agreement).

The 2007 Amended Agreement specifies that a total of 87 acres, within three (3) development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 residential unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, townhouse or PUD units, provided the number of PUD units does not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A) (Exhibit H- Village Map). The development pods are linked by transit. A fourth pod, pod D is allowed 30 single family lots (this area was platted with the Red Cloud Subdivision for 30 single family home sites). The subject property is located within Pod A (Exhibit I- Pod Map).

The Development Agreement required the original developer (United Park City Mines Company) to submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the amended Development Agreement form the standards under which the subject Conditional Use Permit and subsequent Condominium Plat, are reviewed (Exhibit J – Link to Technical Reports).

Village at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VEP MPD) (Exhibit E). The VEP MPD was the first step in the development process for Pod A, where the subject property is located.

The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village as well as addressing overall project infrastructure throughout the Annexation Area. The MPD establishes allowed building volumetrics, including specific height exceptions, density and building locations. The MPD requires Conditional Use Permit approval for the nine (9) larger "lodge" buildings and Administrative Conditional Use Permit approval for the townhouse and PUD style units. This application is considered Building 4 of the VEP MPD and requires a CUP as this is considered a "lodge" building. This is the last "lodge" style building that remains to be developed.

Subdivision Approvals

The Village at Empire Pass North Subdivision Plat, approved by Council on June 15, 2017, plats parcels within the VEP MPD area, including the subject property. The Plat also identifies requirements for affordable housing to be constructed within the buildings

on these lots prior to issuance of a Certificate of Occupancy for each building. The subject property is considered Lot 2 of the VEP Plat (Exhibit D) and has an on-site housing obligation of two affordable housing units.

Submittal

On July 22, 2019, the Planning Department received an application for a Conditional Use Permit (CUP) for a 28 unit residential condominium building to be located on Lot 2 of the Village at Empire Pass North Subdivision (Exhibits A-C), also known as 7677 Village Way, or the Argent. The application was deemed complete on August 22, 2019, with the submission of additional information. Final Design approval by the Empire Pass Design Review Board (DRB) was provided on September 30, 2019 (Exhibit B).

Purpose

The purpose of the Residential Development (RD) Zoning District is to:

(A) allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,

(B) encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,

(C) allow commercial and recreational activities that are in harmony with residential neighborhoods,

(D) minimize impacts of the automobile on architectural design,

(E) promote pedestrian connections within Developments and between adjacent Areas; and

(F) provide opportunities for variation in architectural design and housing types.

Land Management Code (LMC) and VEP MPD Analysis

On September 12, 2019, the Planning Director made a determination regarding which sides of the oddly shaped lot would be considered as the Front, Sides and Rear of the lot for compliance purposes (Exhibit K). The proposal complies with LMC lot and site requirements of the RD Zoning District, the VEP MPD and VEP Plat as described below. The applicant is not seeking any exceptions to the LMC, or VEP MPD or VEP Plat.

	RD Zoning District and/or VEP MPD
Lot Size	No minimum lot size. Lot 2 is approximately 2.01 acres (87,556 square feet). **Complies**.
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~45' (garage is setback ~52'). **Complies**.
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 15'. **Complies**.
Side yard setbacks Screened mechanical equipment may extend 5' into the side setback area.	Minimum 12 feet side setbacks. Proposed minimum setback is 12'. **Complies**.

Building Height and Volumetrics Per Village MPD Volumetric and Heights (see Exhibit G Building 4). Regarding Building Height- A mix of 4 and 5 residential stories is allowed in addition to a parking story and a roof envelop area, which may also have residential units. The following heights are permitted by the MPD volumetric for Building 4: 25% of the building permitted to reach 74' above existing grade, 55% of the building permitted to reach 92' above existing grade, and 20% of the building permitted to reach 80' above existing grade.	The building contains 5 levels of residential units in the central portion, with a 6th level of residential units in the roof area of the central portion of the building. There are visually five and six stories, in addition to the parking level. **Complies**. Proposed building has 25% of the building at or below 74', 55% is less than 92', and 20% is less than 80'. **Complies**.
Parking The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle services.	Per LMC, based on unit sizes, fifty-two (52) spaces are required for the 28 units, one ADA and two deed restricted units. With the 25% reduction, 39 spaces are required. The underground parking structure has 35 spaces (including 2 ADA). There are 4 surface spaces for a total of 39 spaces. **Complies**.
Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	The building as presented was reviewed by the Village at Empire Pass DRB including site and architectural design. The applicant received Final Design Approval on September 30, 2019 (See Exhibit B. **Complies**.
Residential Units	28 market rate units are proposed ranging from 1,491 sf to 3,779 sf (total of 63,986 sf). **Complies**.
Commercial space	No commercial uses are proposed in the building. **Complies**.
Residential Accessory uses (Guest amenities)	Common residential amenity areas are provided on level one, including ski lockers, a kid's room, fitness area, lounge/après ski area. The basement level contains an owner's storage area and game room. There is also a reading room and deck on the 6th floor. Total guest amenity area is approximately 8,433 sf.

Density Summary Density is per Development Agreement and VEP MPD where 1 UE = 2,000 SF. Up to 32 UE (64,000 square feet) were allocated to this lot by the Developer. ADA accessible units and deed restricted units do not count towards the UE cap. Proposed market rate residential – 63,924 sf (32 UE).	The Mountain Village (Pods A, B1 and B2) was approved with a maximum of 785 UE (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 738 UEs have been platted and/or built within the Mountain Village not including the subject property (Building 4 at 32 UEs). Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Building 8 & 9), and Grand Lodge. Empire Residences (Building 3) and The Residences at the Tower (Building 1) are under construction. The approval of the Argent at Empire Pass Condominiums would bring the total approved UEs to 770. There is sufficient remaining density for the proposal. **Complies**.
Affordable Housing 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 AUE affordable units are completed and have certificates of occupancy (89 AUE are off-mountain and 16.675 AUE are on-mountain). The Village at Empire Pass North Subdivision identifies an on-site housing obligation of 2 AUE for the subject property.	The plans identify two deed restricted affordable units, or AUEs as they are called in Flagstaff, within the building consisting of 2.0 AUE. One unit is 808 sf and the second unit is 803 sf. One unit is a Studio and one unit is a 1 bedroom unit. **Complies**. In addition, plans include one ADA accessible 1 bedroom unit of 801 sf.

Analysis of Conditional Use Criteria

Conditional Uses are subject to review according to the following criteria set forth in the LMC 15-1-10(E)1-16. Staff's analysis is in *italics.*

(1) Size and location of the Site;

The subject property is Lot 2 of the Village at Empire Pass North Subdivision, approved by Council on June 15, 2017. The lot is located between One Empire Pass and the

Empire Residences (currently under construction) and is adjacent to the Silver Strike lift. The lot consists of approximately 2.01 acres (87,556 square feet).

The site slopes up from the street and the design proposes a single level underground parking structure with five and six stories of residential uses. The garage entrance is on the south side of the building. The garage level is mostly below final grade, except at the entrance, which is approximately 6' above the street level. The size and location of the site comply with parameters of the VEP MPD and the approved Village at Empire Pass North Subdivision. **No unmitigated impacts.**

(2) Traffic considerations including capacity of the existing Streets in the Area;
This site is accessed from Village Way and Empire Club Drive, private roads that connect to Marsac Avenue, a public UDOT Right-of-Way. A traffic management plan was approved as part of the Technical Reports for the Flagstaff Annexation and Development Agreement to reduce overall traffic generated from the development. Parking has been reduced by 25%.

A final Construction Mitigation Plan is required at the time of Building Permit issuance in compliance with the Flagstaff Development Agreement that reiterates that downhill truck traffic will use Royal Street, unless use of Marsac Avenue is approved and/or required by the City Engineer and Chief Building Official. The Construction Mitigation Plan must also address where excavated materials will be hauled if they are not used on site. The Development Agreement requires excavated materials to remain within the Annexation Area. **No unmitigated impacts.**

(3) Utility capacity;
All utilities are available at the site. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit. All above ground utility infrastructure (transformers, ground sleeves, telephone boxes, cable boxes, etc.) are to be located on the property, out of required setbacks and must be sufficiently screened. Transformers will be screened with landscaping and retaining walls. **No unmitigated impacts.**

(4) Emergency vehicle Access;
Primary emergency access is from Village Way as well as Empire Club Drive that winds through the Village area with two access points onto Marsac Avenue. Village Way intersects both Empire Club Drive and Marsac Avenue providing multiple routes for emergency access. **No unmitigated impacts.**

(5) Location and amount of off-Street parking;
The Transit and Parking Management Plan approved with the MPD and Flagstaff Development requires a 25% reduction in parking from what would be normally required by the LMC. A total of fifty-two (52) spaces are required for the 28 units as configured, the two deed restricted units and the ADA unit. The 25% reduction rounds to a required 39 spaces. The underground parking structure will have 35 spaces. Additionally, 4 surface spaces are provided for a total of 39 spaces. **No unmitigated impacts.**

(6) Internal vehicular and pedestrian circulation system;
Access to the project is from Village Way, a private street. A drop-off area is located in the front of the building and a bus stop is located nearby on Marsac Avenue. A pedestrian path system consistent with the Village Master Plan of Trails, connects this building to other sites within the Empire Pass Village.

As discussed at the October 9, 2019 public hearing the City Engineering Division noted that there is limited curb cut separation between the driveway for the subject property and the Empire Residences building directly to the south. They have requested the applicant seek to separate these driveways so that the driveways do not read as one wide curbcut. The applicant is not able to separate the curb cuts further and the Engineering Division concurs.

(7) Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the VEP Design Review Board (DRB). Landscaping and irrigation must be water efficient, utilizing drought tolerant plantings, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees. **No unmitigated impacts.**

(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
This building is one of nine (9) multi-story lodge buildings planned to be clustered within Pod A and oriented along the Silver Strike lift as approved under the Village at Empire Pass North Subdivision in 2017. The VEP MPD sets forth building volumetrics for Building 4 (Exhibit 4) and the proposed building is consistent with both the master site plan and the volumetrics plan.

The VEP MPD allowed for an increase in building height and includes requirements for façade variation and design. The approved site plan also positioned the buildings to minimize visual impacts on adjacent structures. The intent of the volumetric analysis is to ensure that the mass of the building is broken up by significant façade and roofline shifts as well as to introduce architectural elements at the base of the building. It also defines three distinct zones within the building: a parking zone, the intermediate floor plates and a roof zone. Residential units are allowed within the roof zone to the extent that they add architectural interest by providing dormer and window elements within the roof.

The proposed building is similar to the architectural vernacular of One Empire Pass and the rest of the Village and includes gabled roofs, brackets and balconies to articulate the building façades. Flat roofs on the gable ends allow for outdoor space and help to ground the building into the site. Building materials include natural stone on the lower levels and metal paneling with a wood pattern. The original site plan for this project included balconies that projected into the northeast side setback which is not permitted. The applicant has since shifted the building approximately three feet south and reduced the size of some balconies so that the building is now compliant with all setbacks.

Due to the shape of the site and the adjacent Marsac Mine Claim Lot, the building envelope is constrained but the building appears to fit the site well and relates to its neighbors in size, design and placement. Open space at the northern end of the site will remain untouched. The applicant received Final Design Approval from the Empire Pass Design Review Board on September 30, 2019. **No unmitigated impacts.**

(9) Usable Open Space;
Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary. The individual lots were not required to provide open space. The proposal includes a private plaza and pool area overlooking the adjacent ski run/lift area. **No unmitigated impacts.**

(10) Signs and lighting;
Signs and lighting must be in conformance with the Park City codes and the Flagstaff Mountain Resort Design Guidelines. All exterior signs require a separate sign permit approved by the Planning Department and must also be reviewed and approved by the DRB. Street lights must be approved by the City Engineer (LED, 48 watt, 2700 K in a style consistent with Park City street lights) and if installed, will be privately maintained. **No unmitigated impacts.**

(11) Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
See section (8) above. **No unmitigated impacts.**

(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
All uses, except the outdoor plaza and pool area, are inside the residential building and there are no expected impacts on residents/visitors or abutters. Mechanical equipment is proposed to be screened with landscaping and retaining walls. **No unmitigated impacts.**

(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas;
Service and delivery is for residential use only as there is no Commercial or Support Commercial uses in the building. Trash is located inside the proposed garage. Four (4) parking spaces in the front provide for loading and unloading. **No unmitigated impacts.**

(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
The project will be platted as a Condominium. Nightly Rental is a permitted use within the RD zoning district. **No unmitigated impacts.**

(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site.

There are no Environmentally Sensitive Lands within or adjoining the site. The building is located on a sloping lot within Pod A and is appropriate for the topography of the site. **No unmitigated impacts.**

(16) General Plan;
The application is subject to the restrictions and conditions of the Flagstaff Annexation and Development Agreement and the Village of Empire Pass MPD. In terms of the General Plan, this property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. **Consistent.**

Additional Information

Is the proposed project in compliance with the Development Agreement, particularly with respect to Technical Reports 5 & 6?

The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area. The application is in compliance with the location, density and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.

The Council will separately consider the compliance matters regarding technical reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association. A Residences at the Tower Condominiums Plat Condition of Approval (Exhibit G - Condition of Approval #5) requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat. A Study Session with the City Council on November 7, 2019 gave direction to continue to process individual applications unless compliance issues are specifically identified by Staff or the City Attorney.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at the time besides the City Engineer's concern with the curb cut location and width which has not been addressed to their satisfaction.

Notice

The property was posted and notices were mailed to property owners within 300 feet on September 25, 2019. A legal notice was published in the Park Record on September 25, 2019. The item was continued on October 9 to November 13, 2019. No public input has been received prior to the issuance of this report.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been mitigated with the Flagstaff Agreement and Master Planned Development and conditions of approval.

Recommendation

Staff recommends the Planning Commission hold a public hearing, discuss compliance with the VEP MPD, and consider approving a Conditional Use Permit for the Argent at Empire Pass Condominiums (Building 4 Lot 2 -Village at Empire Pass Master Planned Development, also known as 7677 Village Way) according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. Site Location
    A. The Argent at Empire Pass Condominiums is located at 7677 Village Way in the RD-MPD District, within Pod A of the Village at Empire Pass Master Planned Development.
2. Site Zoning
    A. The site is zoned Residential Development (RD) as part of the Flagstaff Annexation and Master Planned Development
3. Controlling Documents
    A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.
    B. 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 for the annexation area.
    C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Village MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.
4. Flagstaff Development to Date
    A. To date 534 multi-family units (770.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within pods A, B1 and B2 including the subject property.
    B. Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5) Silver Strike (Building 6), Flagstaff (Building 7), Arrowleaf A and B (Buildings 8 and 9). Empire Residences (Building 3) is under construction as, as is the Residences at the Tower (Building 1).
    C. There is sufficient density remaining within the MPD with approximately 14.72 UE remaining.
    D. Approximately 572 UE Certificates of Occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D).

According to the Annexation and Development Agreement, 15 UEs of Affordable Housing obligations come due for each 150 UE Certificates of Occupancy. The next Affordable Housing obligation trigger point is 600 UE Certificates of Occupancy, when 60 AUE are required to be complete. As of now 10.675 Deed Restricted UEs are completed and have certificates of occupancy (89 off-mountain and 16.675 on-mountain).

E. One (1) Deed Restricted UE is 800 sf for the Flagstaff Development. As part of the Village at Empire Pass North Subdivision, two (2) on-site deed restricted UEs (1600 sf) are required for this lot. The two (2) deed restricted units total 1611 sf (one unit is 803 sf and one unit is 808 sf).

5. Application
   A. On July 22, 2019, the Planning Department received an application for a Conditional Use Permit for a 28 unit residential building to be located on Lot 2 of the Village at Empire Pass North Subdivision.
   B. The application was deemed complete on August 22, 2019, following submittal of revised plans.
   C. The property is also known as Lot 2 of the Village at Empire Pass North Subdivision, approved by Council in 2017.
   D. Lot 2 consists of 87,556 square feet and is currently vacant.
   E. The proposed Argent at Empire Pass Condominiums consists of a single multi-story building with 28 residential units ranging from 1,491 sf to 3,779 sf, one 801 sf ADA accessible unit, and two deed restricted units of 808 and 803 square feet respectively.
   F. Gross building area is 108,602 sf, of which 63,986 sf is market rate residential condominiums utilizing up to 32 UE, which does not include the two deed restricted units or the accessible unit.
   G. Guest amenity areas (arcade/game room, fitness areas, ski lockers, lobby, lounge/après ski room, kids room and reading room, etc.) are proposed on the basement, first and sixth level. These common residential accessory uses do not require use of UEs.
   H. No commercial uses are proposed within this building.
6. Compliance with CUP Criteria
   A. Size and location of the site;
      1. The size and location of the site comply with the parameters of the VEP MPD and the approved Village at Empire Pass North Subdivision. (15-1-10(E)1).
   B. Traffic considerations including capacity of the existing Streets in the Area;
      1. The site is accessed from Village Way and Empire Club Drive, private roads that connect to Marsac Avenue, a public UDOT Right-of-Way with sufficient capacity to handle the proposed 28 additional units.
      2. A Traffic management plan was approved as part of the Technical Reports for the Flagstaff Annexation and Development Agreement to reduce overall traffic generated from the development.
      3. The Empire Pass Master Owners Association operates a transportation system within Empire Pass to reduce traffic along the

Empire Pass canyon corridor by providing transportation to owners, guests and visitors staying in Empire Pass.

4. The Transit and Parking Management Plan approved with the VEP MPD also requires a 25% reduction in parking from what would normally be required by the LMC. Based on unit sizes, fifty-two (52) spaces would be required for the 28 units, affordable units, and ADA unit. The 25% reduction rounds up to 39 spaces. The underground parking structure will have 35 parking spaces. Four (4) surface spaces are provided for a total of 39 parking spaces. There is sufficient parking located on site (15-1-10(E)2).

C. Utility Capacity
    1. All utilities are available at the site and will be located out of setbacks and screened with landscaping and retaining walls.
    2. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).

D. Emergency vehicle Access;
    1. Access to the property is from Village Way, a private street and emergency vehicle access is sufficient with two access points onto Marsac Avenue. (15-1-10(E)4)

E. Location and amount of off-Street parking;
    1. The underground parking structure will have 35 parking spaces. Four (4) surface spaces are provided for a total of 39 parking spaces. There is sufficient parking located on site for the proposed 28 unit building (15-1-10(E) 5).

F. Internal vehicular and pedestrian circulation system;
    1. A vehicular drop off area is located in front of the building and pedestrian paths connect the site to existing paths within the Village (15-1-10(E)6)

G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;
    1. Sufficient screening and landscaping separate the use from adjoining uses.
    2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).

H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
    1. This building is one of nine multi-story lodge style buildings that was planned to be clustered within Pod A and orientated along the Silver Strike lift as approved under the Village at Empire Pass North Subdivision in 2017.
    2. The VEP MPD sets forth building volumetrics for Building 4 and the proposed building is consistent with both the master site plan and the volumetrics plan.
    3. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). A height exception was approved with the Village at Empire Pass Master Plan Development and specific volumetric diagrams were approved for each Building. For

Building 4, 25% of the building was permitted to reach up to 74' above existing grade, 55% of the building (central) to reach up to 92' above existing grade, and 20% of the building to reach up to 80' above existing grade.

4. The proposed building complies with the MPD height allowances.
5. The building contains 5 levels of residential units at both ends of the building, and 6 levels of residential units in the central portion of the building. There are visually five and six stories, in addition to the parking level and basement levels.
6. Building articulation and massing are consistent with previously approved lodge buildings and meet the intent of the VEP MPD. The applicant has received Final Design Approval from the Empire Pass Design Review Board. (15-1-10(E)8.

I. Usable Open Space;
    1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.
    2. The proposal includes Open Space such as a private plaza and pool area. (15-1-10(E)9).
J. Signs and lighting;
    1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).
K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
    1. Building articulation and massing are consistent with previously approved lodge buildings and meet the intent of the VEP MPD. The applicant has received Final Design Approval from the Empire Pass Design Review Board. (15-1-10(E)11).
L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
    1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).
M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
    1. Service and delivery is for residential use only as there is no commercial or support commercial uses in the building.
    2. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).
N. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
    1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).
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;

1. There are no environmentally sensitive lands within or adjoining the site.
2. The building is located on a sloping lot within Pod A and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).

P. Review for consistency with the goals and objectives of the Park City General Plan;

1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).

7. <u>Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain</u>
    1. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.
    2. The application is in compliance with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.
    3. There is no indication that this particular property or application is inconsistent with a specific provision of the Flagstaff DA or LMC.
    4. The Council will separately consider the compliance matters regarding Technical Reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association on November 7, 2019.
    5. A Residences at the Tower Condominiums Plat Condition of Approval requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat.
8. <u>Other Findings of Fact</u>
    1. The building complies with RD District zone setbacks maintaining a 20’ front setback, 12’ side setbacks and 15’ rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.
    2. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these

documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
3. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.
4. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, the Park City Land Management Code, and the General Plan.
2. The proposed use, as conditioned, will be compatible with the 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. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on November 13, 2019.
4. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on January 10, 2018.
5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. Materials, color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on October 9, 2019.
8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.

9. All utility facilities must be located on site, unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable and the utility boxes can be screened with landscaping and/or fencing.
10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Utility and grading plans, including storm water drainage plans, must be approved by the City Engineer prior to Building Permit issuance.
12. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
13. Deed restrictions for the two (2) EHU units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the EHUs are subject to a deed restriction.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
17. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces, removal of excavated materials, construction of pedestrian connections to the transit hub within the Village, and provision of any required ADA and affordable housing units.
18. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
19. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
20. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
21. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
22. The deed restricted units shall be a minimum of 800 sf to meet the plat note requirement of 2.0 EUEs for this lot. One EUE is equivalent to 800 sf according to the Development Agreement.

23. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
24. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
25. Development of this property is subject to the conditions of approval, plat notes, easements and restrictions of the Village at Empire Pass North Subdivision plat.

Exhibits

Exhibit A – Applicant's Project Description
Exhibit B – Final Approval from the Design Review Board (September 30, 2019)
Exhibit C – Proposed Project Plans (Site, Existing Conditions, Landscape, Floor Plans and Elevations)
Exhibit D – Subdivision plat (Village at Empire Pass North)
Exhibit E – Village at Empire Pass MPD approval July 28, 2004 (link)
Exhibit F – Development Agreement (2007) (link)
Exhibit G – Approved MPD Building Volumetric Diagrams
Exhibit H – Village Map
Exhibit I – MPD Pod Map
Exhibit J – Technical Reports (link)
Exhibit K – Planning Director Determination
Exhibit L - Residences at the Tower Condominiums Plat Conditions of Approval and MOA

Lot 2 – Empire Pass North, LLC

PO Box 682023
Park City, Utah 84060
Phone: 435.714.0267
E-Mail: bfiveash@ewpartners.com

To: Park City Planning
From: Bill Fiveash OBO Lot 2 Empire Pass North, LLC
Date: July 16, 2019
Re: VEPNS-2 : CUP Written Statement

Memo

Lot 2 - Empire Pass North LLC is seeking a Conditional Use Permit for the development and construction of a residential building on Lot 2 at Empire Pass North. The site is part of the land subject to the Amended and Restated Development Agreement for Flagstaff Mountain recorded in March 2007 which granted the Developer/Owner of the property a Large Scale Master Planned Development. This application seeks to move forward the approvals as required in the development agreement to the level considered a Small Scale Master Plan, for which, we believe a CUP is required.

Lot 2 - Empire Pass North LLC is proposing to build a 107,222 SF structure consisting of 28 residential for sale properties (Not exceeding 64,000 SF), 1 Accessible Unit as required by town code (1 ADA Unit), 2 Employee Housing Unit (2 EHU Unit), 39 total parking spaces, and various Residential Accessory Uses as defined in the Development Agreement.

Below are answers to specific questions required in the CUP Application:

How will the proposed use "fit-in" with surrounding uses?

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed building fits the approved massing and square footage allowances per previous approvals.

What type of service will it provide to Park City?

The property is part of the resort residential development of Empire Pass Village.

Is the proposed use consistent with the current zoning district and with the General Plan?

The proposed development is consistent with the Development Agreement recorded in March 2007 for Flagstaff Mountain.

Is the proposed use similar or compatible with the other uses in the same area?

Yes, the proposed property has received preliminary approval from the Empire Pass HOA Design Review Board as being compliant with the expected design and use of the property.

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PLANNING DEPT.

Is the proposed use suitable for the proposed site?

Yes, the proposed property fits within the prescribed massing and maximum SF.

Will the proposed use emit noise, glare, dust, pollutants, and odor?

The proposed use is similar in design to the other condominium buildings in Empire Pass Village. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions dissimilar to the other existing properties.

What will be the hour of operation and how many people will be employed?

As a residential property, it is expected to be occupied during all hours of the day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging.

Are other special issues that need to be mitigated?

No.

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PLANNING DEPT.

September 30, 2019 DESIGN REVIEW BOARD

Mr. Bill Fiveash & Mr. Joe Geroux
Lot 2 Empire Pass North LLC
1375 Deer Valley Drive
Suite 105
Park City, UT 84060

RE: Lot 2, 7677 Village Way
Empire Pass Development
Revised Final DRB Design Approval

Dear Bill & Joe,

Thank you for your recent application regarding Lot 2 to the Empire Pass Design Review Board (the DRB) requesting Final Design Review of revisions made to the condominium lodge project. On September 27, 2019 the DRB reviewed revised plans dated September 24, 2019 and granted Final Approval with the following conditions:
Approved Revised Plan Changes include the following:

1. The cover sheet: Reconcile square footage areas with the plat due to the building shift. One wall on the exterior was shifted to avoid pushing the building into the Dominion Gas Easement. The building is still below the 64,000 square footage allowed.
2. Sheet A100 – The building location was adjusted by shifting it 2'9" to the south.
3. Civil - Landscape –The driveway before was directly next to the adjacent condo building and the building shift now creates separation. The shift to the south allowed modifications to the grading on the south side and the removal of the long retaining wall. The majority of landscaping to the north east edge was moved, which improves the slope and softens the appearance of the building from the road.
4. Architecture – Shifted the building 2'9" to the south with minor modifications as a result of additional mechanical coordination with shaft locations.

At the September 5, 2019 meeting the DRB granted Final Approval with the following conditions: The following conditions from the September 6, 2019 listed below still apply.

1. The applicant will provide a partial staking of the LOD, building corners and centerline of driveway and provide staking plan for DRB review. There are ongoing site cleanup issues with the neighboring project which are impacting the completion of staking.
2. The unit counts and square footages are accurately presented on the cover sheet for easy reference.

4188 SR248 PO Box 99 Kamas UT 84036 tel 435.333.3700 fax 435.333.3716

3. Applicant verified there are a total of 4 exterior parking spots: 3 parking spots at grade and one other parking stall is located on Empire Residence Lot. There are 35 parking stalls underground. Total parking stalls is 39.
4. The applicant will heat driveway and sidewalks so snow storage may be minimal. If needed it will be pushed to the east side of the lot.
5. Transformer location was discussed and will be screened with landscaping and retaining walls. The Deer Valley transformer location will require a separate conversation between various parties and is not part of this approval.
6. DRB reviewed building massing percentages and they appear compliant.
7. The roof forms show all gables for a consistent architectural vernacular as well added projected balconies and articulation to the building facades.
8. At the request of the DRB, the applicant has added rafter tails around the building.
9. DRB granted a variance for the flat roof sections. The applicant has adjusted the structural expression of the flat roofs and architectural members.
10. The building has a very strong stone base around the building.
11. Applicant has added metal panels below windows for more contrast.
12. Additional outriggers and trusses were added to the added gables.
13. As requested by the DRB, the applicant has increased the scale of the left gable truss.
14. Applicant to provide exterior materials board for final review. Applicant has asked to provide at mockup review.
15. Applicant to provide deck and railing details for final review. Applicant has asked to provide at mockup review.
16. Submit color and texture sample for colored concrete drive areas, which requires DRB approval prior to installation. Applicant has asked to provide at mockup review.
17. Understand all boulder materials must match closely the DRB approved stone for the building.
18. Applicants understand that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc.
19. Applicants to provide complete lighting plan, including cut sheets and specifications for all exterior light fixtures proposed. Shown on Sheets L100 & L400.
20. Applicant to provide complete landscape plan, including counts and planting specs, for DRB review. Shown on Sheet L200 and plan is complete.
21. Art work specs to be provided for final review. Applicant will provide art specs when available and before installation.
22. The applicant shall submit a detailed sign program to the DRB for review and approval prior to installation of the same.
23. Building height, volumetrics and square footage calculations to be addressed to the satisfaction of the DRB and the City. Provided on Cover Sheet and Sheets A501, A502 and A503.

24. The DRB to review the chimney material for final review. Applicant has asked to provide at mockup review.
25. Applicant understands the requirement to provide an on-site mock-up of exterior materials, colors and construction techniques for further DRB review and approval prior to installation of the same.
26. Applicant has provided utility routes, connection points, and enclosure details.
27. Applicant has noted they will need to confirm with Dominion Energy if the existing gas line requires re-location.
28. The LOD is shown on the CMP. The LOD is tight to the building, property line and retaining walls and sidewalks. The site is tight, but the building and amenities fit the site well.
29. Applicant to provide details of the entry monument for final review. Monument sign is shown on Sheet L400. Final details to be provided when available and prior to installation.
30. There is a concrete walkway with an elevated walkway on the east side of the lot with retainage.
31. The site design limits any walls over 4' to the extent possible. The one area that requires taller retaining walls will be made up of a stone veneer structural retaining wall. Applicant will ensure any retaining walls over 4' will engineered boulder retaining walls or include a stone veneer at any concrete retaining walls.
32. Provide for final review: excavation export/import quantities, identify soil storage areas on construction management plan. Cut 4,494 CY, Fill 2,178 CY, See included Earthwork Exhibit for more detail. All exported materials will be transported and stored the Storied Development agreement.
33. The applicant discussed the usage of the same sales trailer which Empire Residences used and locate it at the southwest corner of the site. DRB to consider if a specific sales trailer and parking stall plan should be provided by the applicant.
34. There are 28 residential units and 1 ADA and 2 EHU unit for a total of 31 units. This building was reviewed with the Building 5 Volumetric Plan. Totals verified by applicant and provided on the cover sheet.

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

Respectfully,

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

EMPIRE PASS - LOT 2

7677 Village Way
Park City, Utah 84060

east west partners

OWNER:

East West Partners
340 Main Street
Park City, UT 84060
Contact: Joe Geroux

IBI

ARCHITECT:

IBI Group
10 Exchange Place
Salt Lake City, UT 84111
Contact: Scott Mitchell
T: 801.532.4233

IBI Project # 120917

CONDITIONAL USE PERMIT

SEPT. 24, 2019

Sheet Index:

GENERAL:

	COVER SHEET / SHEET INDEX	X
A100	ARCHITECTURAL SITE PLAN	X

CIVIL:

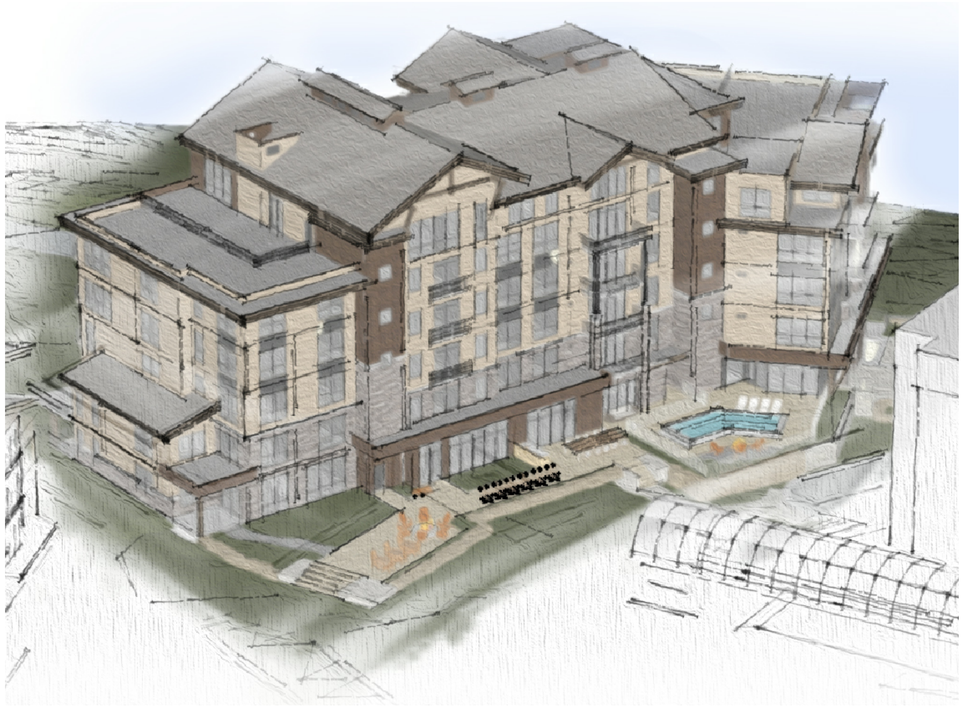
1 OF 6	EXISTING CONDITION & TOPOGRAPHIC MAP	X
2 OF 6	OVERALL SITE PLAN	X
3 OF 6	CONCEPT GRADING & UTILITIES PLAN	X
4 OF 6	SECTIONS	X
5 OF 6	CONSTRUCTION MITIGATION PLAN & SWPPP	X
6 OF 6	DETAILS	X

LANDSCAPING:

L100	LAYOUT & MATERIAL PLAN	X
L200	PLANTING PLAN	X
L300	IRRIGATION PLAN	X
L301	IRRIGATION SCHEDULE & CRITICAL ANALYSIS	X
L400	SITE DETAILS	X

ARCHITECTURE:

A200.1	BASEMENT LEVEL PLAN	X
A200.2	PARKING LEVEL PLAN	X
A201	OVERALL LEVEL 1 PLAN	X
A202	OVERALL LEVEL 2 PLAN	X
A203	OVERALL LEVEL 3 PLAN	X
A204	OVERALL LEVEL 4 PLAN	X
A205	OVERALL LEVEL 5 PLAN	X
A206	OVERALL LEVEL 6 PLAN	X
A207	OVERALL ROOF PLAN	X
A301	BUILDING EXTERIOR ELEVATIONS	X
A301C	BUILDING EXTERIOR ELEVATIONS (RENDERED)	X
A302	BUILDING EXTERIOR ELEVATIONS	X
A302C	BUILDING EXTERIOR ELEVATIONS (RENDERED)	X
A401	OVERALL BUILDING SECTIONS	X
A501	SOUTH ELEVATION - MASSING DIAGRAM	X
A502	NORTH ELEVATION - MASSING DIAGRAM	X
A503	PLAN OVERLAY W/ ROOF BLDG. OUTLINE	X



Applicable Codes:

2018 edition (ed.) of the International Building Code (IBC)
2017 ed. of the National Electric Code (NEC), National Fire Protection Assoc.
2015 ed. of the International Plumbing Code (IPC)
2015 ed. of the International Mechanical Code (IMC)
2015 ed. of the International Energy Conservation Code (IECC)
2012 edition of the International Fuel Gas Code (IFGC)
Current National Fire Protection Association Codes and Standards
2009 ICC/ANSI A117.1 Accessibility Standard
FHA Requirements

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Salt Lake City, Utah 84111
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Civil Engineer:
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Park City, UT 84060-2664
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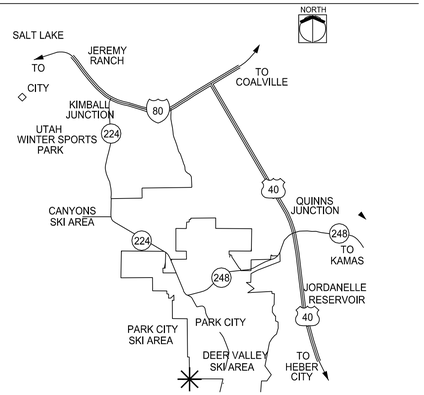
Salt Lake City, Utah 84101
T - 801.575.8877

Mechanical/Elect. Engineer:
VBFA
300 S. 300 E.
Salt Lake City, Utah 84111
T - 801.530.3148

Vicinity Map:



EMPIRE PASS

General Building Info:

Building Lot Size: 2.01 Acres
Occupancy: A-2, R-2, S-1, S-2
Construction Type : IB
Principle Building Use:
Condominium, Support, Skier Services
Structural System : TBD
Parking:
Required Parking Stalls = 39

Covered Parking Stalls = 35
Site Parking Stalls = 4
Provided Parking Stalls = 39

General Building Site Zoning Information:

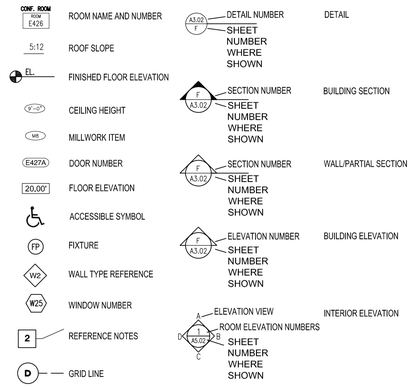
MPD ZONING REQUIREMENTS	ALLOWED	ACTUAL
Building Height Above Existing Grade	92' - 0" max	91' - 1" max
Front Yard Setback	25' - 0" min	46' - 9 1/2"
Back Yard Setback	15' - 0" min	15' - 0" min
Side Yard Setback	12' - 0" min	12' - 0" min

Development Data:

BUILDING GROSS AREA

LEVEL	PROGRAM	GROSS SQ/FT
BSMT LEVEL	Amenity	2,910
	Residential	1,611
	Service & Support	3,468
	SUBTOTAL	7,989
PKG LEVEL	Amenty / Lobby	1,363
	Parking	14,077
	Service & Support	930
	SUBTOTAL	16,370
LEVEL 1	Amenity	3,905
	Residential	8,516
	Service & Support	3,457
	SUBTOTAL	15,878
LEVEL 2	Residential	13,604
	Service & Support	1,684
	SUBTOTAL	15,288
LEVEL 3	Residential	13,138
	Service & Support	1,597
	SUBTOTAL	14,735
LEVEL 4	Residential	13,138
	Service & Support	1,597
	SUBTOTAL	14,735
LEVEL 5	Residential	12,298
	Service & Support	2,075
	SUBTOTAL	14,373
LEVEL 6	Residential	7,894
	Service & Support	1,085
	Amenity	255
	SUBTOTAL	9,234
SUB TOTALS	Residential	70,199 gsf
	Amenity	8,433 gsf
	Parking	14,077 gsf
	Service/Support	15,893 gsf
TOTAL	Building Gross Area	108,602 gsf

Symbols:



Unit Summary:

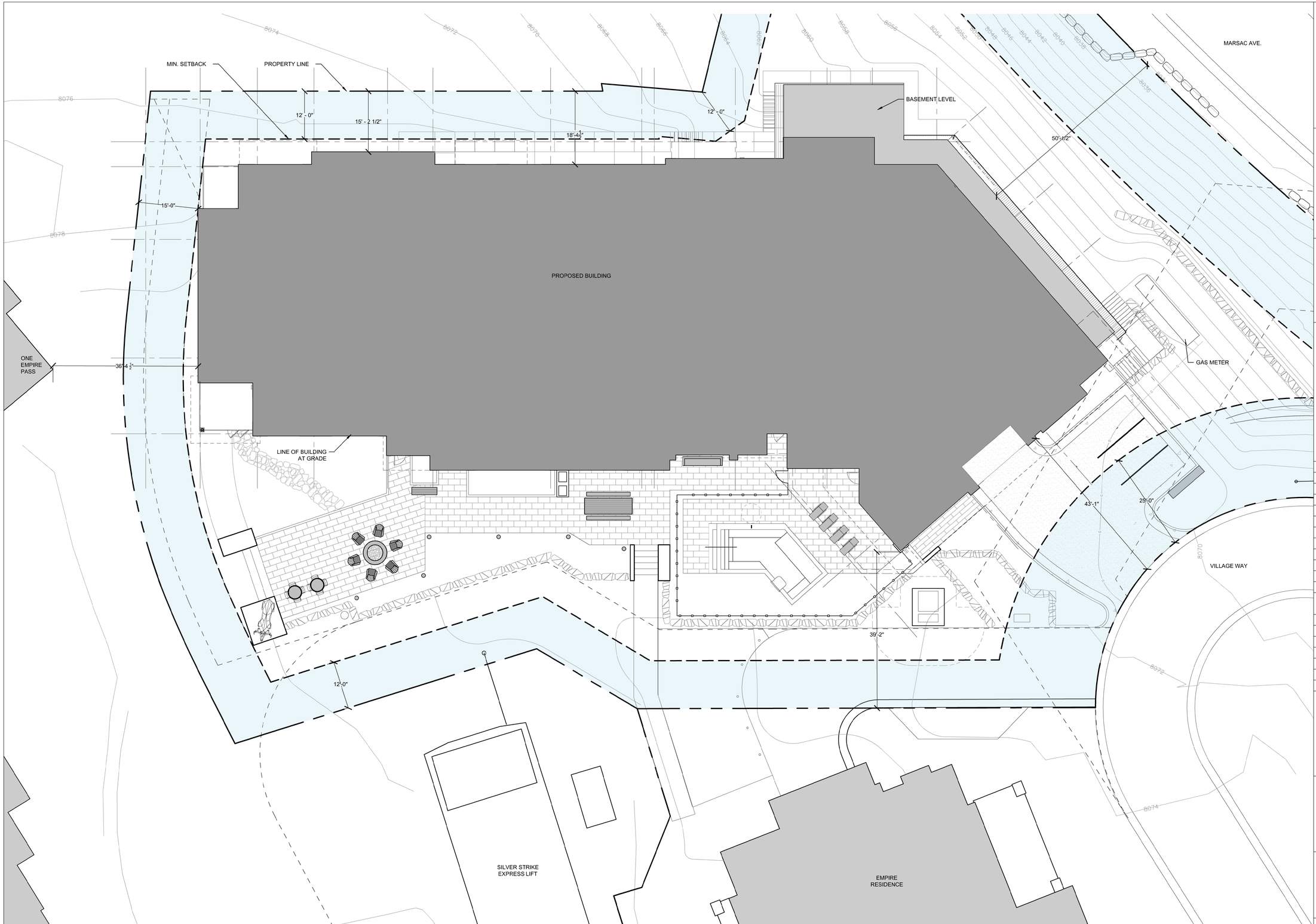
UNIT AREA BREAKDOWN (PAINT TO PAINT):

SQ/FT	# BEDROOMS	# UNITS	**PLAT SQFT
803	1 Bed EMP	1	803 sf
808	1 Bed EMP	1	808 sf
801	1 Bed ADA	1	801 sf
TOTAL # REQUIRED UNITS		3	2,412 sf

SQ/FT	# BEDROOMS	# UNITS	SQFT
1,491	2 Bed / 2 Bath	1	1,491 sf
1,517	2 Bed / 2 Bath	3	4,551 sf
1,899	3 Bed / 3 Bath	1	1,899 sf
1,908	3 Bed / 3 Bath	3	5,724 sf
1,974	3 Bed / 3 Bath	3	5,922 sf
1,991	3 Bed / 3 Bath	3	5,973 sf
2,294	3 Bed / 3 Bath	1	2,294 sf
2,429	3 Bed / 3 Bath + Den	3	7,287 sf
2,447	3 Bed / 3 Bath + Den	1	2,447 sf
2,456	3 Bed / 3 Bath + Den	3	7,368 sf
2,596	4 Bed / 4 Bath	1	2,596 sf
2,853	4 Bed / 4 Bath	1	2,853 sf
2,908	4 Bed / 4 Bath	1	2,908 sf
3,214	4 Bed / 4 Bath	1	3,214 sf
3,680	4 Bed / 4.5 Bath PH	1	3,680 sf
3,779	4 Bed / 4.5 Bath PH	1	3,779 sf
	***TOTAL # UNITS**	28	*63,986 sf

*Total - Excluding Employee & ADA Units
**Total Plat Sqft. Area Measured From Paint to Paint

UNIT BREAKDOWN	# UNITS	%
2 Bed / 2 Bath	4	14%
3 Bed / 3 Bath	11	39%
3 Bed / 3 Bath + Den	7	25%
4 Bed / 4 Bath	4	14%
4 Bed / 4.5 Bath PH	2	8%
TOTAL	28	100%



1 A100 SITE PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH
TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

east west partners

Prime Corsultant

IBI

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tel 801 532 4233 fax 801 532 4231

Seal

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Electrical Engineer
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Contact: Brad Welch

Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

Notes

This drawing, as an instrument of service, is the property of the Architect/Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Architect/Engineer.

Written cimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditiors on the job and the Architect/Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Architect/Engineer for approval before proceeding with fabrication.

Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

ARCHITECTURAL SITE PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cac File	Sheet No.
Project No. 120917	A100

MARSAC AVENUE RIGHT OF WAY
RECORDED: JUNE 28, 2002
ENTRY NO. 623451

ELECTRICAL BOXES

FIRE HYDRANT

ROCK WALL (TYP.)

10' PUBLIC SNOW STORAGE EASEMENT & NON-EXCLUSIVE PUBLIC UTILITY EASEMENT

STORM DRAIN INLET (TYP.)

PROPERTY LINE

GRANT OF EASEMENT
GRANTORS: EMPIRE MOUNTAIN VILLAGE, LLC, EMPIRE PASS, LLC & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: NOVEMBER 12, 2004
ENTRY NO. 716689
BOOK 1659, PAGE 1204

AND PARTIAL ABANDONMENT OF EASEMENT
RECORDED: NOVEMBER 20, 2009
ENTRY NO. 886909
BOOK 2010, PAGE 1292

SANITARY SEWER MANHOLE (TYP.)

RIGHT-OF-WAY AND EASEMENT GRANT
GRANTOR: MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: QUESTAR GAS COMPANY
RECORDED: OCTOBER 24, 2005
ENTRY NO. 755686
BOOK 1745, PAGE 91

SBWRD MH# 2-4-21-105
RIM=8030.66
F/L IN (STUB)=8020.56

RETAINING WALL

GUARDRAIL

TELECOMM & ELECTRICAL UTILITY BOXES

8" HDPE SEWER STUB
S=3.05%
F/L AT END=8021.34

STORM/DRAIN INLET (TYP.)

GRANT OF EASEMENT
GRANTOR: EMPIRE MOUNTAIN VILLAGE, LLC & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: NOVEMBER 12, 2004
ENTRY NO. 716688
BOOK 1659, PAGE 1199

ASPEN TREES (TYP.)

EXISTING GAS

GAS SERVICE STUB

FIRE HYDRANT

12" CPP STORM DRAIN STUB

6" HDPE SEWER STUB

VILLAGE WAY
A 25' PRIVATE RIGHT OF WAY

ROLL GUTTER (TYP.)

STORM DRAIN INLET (TYP.)

FIRE HYDRANT

(2) 4" DI WATERLINE STUBS

STORM DRAIN MANHOLE

ELECTRICAL BOX

ENTRY NO. 1072158
PARKING EASEMENT
IN FAVOR OF LOT 2

ENTRY NO. 1072158,
ACCESS EASEMENT
IN FAVOR OF SBWRD, EPMOA, LOT 3 & LOT 4.

EMPIRE RESIDENCES
(UNDER CONSTRUCTION)

UTILITY EASEMENT

ENTRY NO. 1072158
ACCESS EASEMENT
IN FAVOR OF SBWRD, LOT 4 & EMPIRE PASS MASTER OWNERS ASSOCIATION (EPMOA)

UTILITY BOX

CONTROL BOOTH

SILVER STRIKE EXPRESS CHAIRLIFT TERMINAL

SKI LIFT CENTERLINE

SNOW MAKING HYDRANT

TICKET / OFFICE

STORM DRAIN BOX

SKI EASEMENT

SKIWAY BUFFER AND SKI EASEMENT
GRANTOR: MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: DEER VALLEY RESORT COMPANY
RECORDED: NOVEMBER 29, 2005
ENTRY NO. 760062
BOOK 1754, PAGE 1096

ASPEN TREES (TYP.)

10' WIDE SKIWAY BUFFER ZONE

15' WIDE SKI EASEMENT (MATCHED)

SIDEWALK

STORM DRAIN INLET (TYP.)

ONE EMPIRE PASS

QUITCLAIM DEED
ONTARIO NUMBER 2 DRAIN TUNNEL
GRANTOR: UNITED PARK CITY MINES COMPANY
GRANTEE: JORDANELLE SPECIAL SERVICE DISTRICT
RECORDED: AUGUST 27, 2002
ENTRY NO. 630269
BOOK 1468, PAGE 1147

GRANT OF ACCESS EASEMENT
GRANTORS: UNITED PARK CITY MINES COMPANY & MOUNTAIN DEVELOPMENTS I, INC.
GRANTEE: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
RECORDED: JULY 21, 2008
ENTRY NO. 850350
BOOK 1940, PAGE 1919

20' 0 20' 40'

LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

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

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/26/19

EXISTING CONDITIONS & TOPOGRAPHY
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 1 OF 6

30' 0 30' 60'

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

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

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 9/26/19

OVERALL SITE PLAN
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 2 **OF** 6

INSTALL NEW 6" HDPE SEWER LATERAL. SEE SHEET 4.

INSTALL 5FT WIDE 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE

INSTALL STEPS 5FT TREAD, 6" RISER

INSTALL (11) STEPS 12" TREAD, 6" RISER

SLOPE SIDEWALK 2% AWAY FROM BUILDING

INSTALL STEPS 5FT TREAD, 6" RISER (SEE SHEET 4)

INSTALL (8) STEPS 12" TREAD, 6" RISER

BASEMENT LINE

ARGENT
FF BASEMENT=8059.33
FF PARKING=8071.00
FF LEVEL 1=8082.67

MARSAC AVENUE (A PUBLIC RIGHT-OF-WAY)

2:1 GRADING

SLOPE SIDEWALK 2% AWAY FROM BUILDING

PROVIDE 1' SHOULDER BEFORE 2:1 GRADING

GAS METER LOCATION

INSTALL (11) STEPS 11" TREAD, 7" RISER

INSTALL ROCK WALL TOW=8066 BOW=8061

INSTALL (9) STEPS 11" TREAD, 7" RISER

SAVE & PROTECT EXISTING GAS LINE

INSTALL ROCK WALL TOW=8055 BOW=8050

2:1 GRADING

SAVE & PROTECT EXISTING MSE RETAINING WALL

BLEND NEW ROCK WALL & 2:1 GRADING W/ EXISTING MSE WALL. SOUTH END OF MSE WALL TO BE BURIED W/ NEW GRADING.

EXPOSE EXISTING GAS & RELOCATE PIPE. MAINTAIN 36" MIN. BURY TO FINISH GRADE

SAVE & PROTECT EXISTING GUARDRAIL

INSTALL 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE. SLOPE 2% AWAY FROM BUILDING.

MAINTAIN 5FT SEPARATION BETWEEN NEW WATER & GAS LINES

INSTALL NEW 6" DI WATERLINE W/ (2) 45° BENDS & (1) 11.25° BEND & CONNECT TO FIRE RISER ROOM.

POT-HOLE & EXPOSE EXISTING 6" HDPE SEWER STUB. INSTALL 6" HDPE SEWER LATERAL W/ CLEANOUT 3-5' FROM BUILDING. F/L=8080.2± AT END OF STUB F/L AT BUILDING=8066.0, S=18%± BLDG FF=8071

POT-HOLE & EXPOSE EXISTING 4" DI WATER STUB. INSTALL 4" DI WATERLINE W/ (2) 45° BENDS & (1) 11.25° BEND & CONNECT TO EXISTING 4" WATER STUB & BUILDING PLUMBING. COORDINATE W/ MECHANICAL PLANS.

INSTALL 4" CONCRETE SIDEWALK W/ 4" UNTREATED BASE COURSE. SLOPE 2% AWAY FROM BUILDING.

BASEMENT LINE

INSTALL 6" CONCRETE CURB

INSTALL MONUMENT SIGN

INSTALL HI-BACK OUTFALL CURB & GUTTER SEE DETAIL THIS SHEET

CUT EXISTING TIMBER GUARDRAIL & INSTALL TAPERED END SECTION INTO GROUND SEE DETAIL THIS SHEET

REMOVE 29LF EXISTING GUARDRAIL

EXISTING 6" HDPE LATERAL APPROX. F/L AT END=8068.2

INSTALL 7" CONCRETE DRIVEWAY W/ 8" UNTREATED BASE COURSE OR 6" ASPHALT DRIVEWAY W/ 8" UNTREATED BASE COURSE

EXISTING 4" DI FIRE SERVICE STUB

EXISTING 8" HDPE SS S=5.30%

VILLAGE WAY (A PRIVATE RIGHT-OF-WAY)

EXISTING FIRE HYDRANT

INSTALL HI-BACK OUTFALL CURB & GUTTER SEE DETAIL THIS SHEET

EXISTING SEWRD MH #2-4-21-128 RIM=8072.30 F/L OUT=8060.45

EXISTING STORM DRAIN MANHOLE F/L IN=8067.94

REMOVE EXISTING 8"x4" TEE & 4" DI FIRE SERWCE STUB. INSTALL 8"x6" TEE & 6" GATE VALVE & CONNECT TEE TO EXISTING 8" DI WATER MAINLINE.

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

SEE LANDSCAPE ARCHITECT

INSTALL 4"x6" REDUCER

PROVIDE GAS TO FIRE PIT

FIRE PIT

INSTALL STEPS 24" TREAD, 6" RISER

RELOCATE EXISTING SNOWMAKING HYDRANT

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

INSTALL 4" CONCRETE PATIO W/ 4" UNTREATED BASE COURSE

INSTALL 4" CPP SD & CONNECT TO ROOF DRAIN F/L AT BLDG=8078.0

INSTALL 4"x6" TEE

INSTALL FENCE AROUND POOL AREA H=5FT MIN.

INSTALL 4"x6" REDUCER

INSTALL (6) STEPS 18" TREAD, 6" RISER

INSTALL 6" CPP SD & CONNECT TO NEW STORM DRAIN BOX

INSTALL NEW 12" SQUARE STORM DRAIN BOX & 6" CPP SD & CONNECT TO EXISTING STORM DRAIN W/ INSERTA TEE RIM=8079.0 F/L=8076.0

POOL

TOW=8082 BOW=8074 H=8FT

INSTALL ROCK WALL TOW=8082 BOW=8080 H=2-4FT MAX

INSTALL ROCK WALL TOW=8082 BOW=8075.5-8078.5 H=3.5-6.5FT

INSTALL ROCK WALL

TOW=8082 BOW=8075 H=7FT

INSTALL LANDSCAPE WALL TOW=8076 BOW=8072.5

INSTALL LANDSCAPE WALL TOW=8073.5, BOW=8070.5

NEW POWER TRANSFORMER

NEW SECTIONALIZER

EXISTING 4" DI WATER LINE STUB

INSTALL 7" CONCRETE WALKWAY W/ 8" UNTREATED BASE COURSE

EXISTING 24"±STORM DRAIN, S=3.2%

F/L MAIN=8072.2±
F/L 6"=8072.7±

SAVE & PROTECT EXISTING STORM DRAIN

SAVE & PROTECT EXISTING TELECOMM & COORDINATE W/ ALL WEST AS NECESSARY

SILVER STRIKE EXPRESS CHAIRLIFT TERMINAL

SAVE & PROTECT EXISTING STORM DRAIN BOX RIM=8079.6 F/L IN=8073.8 F/L OUT=8073.7

PARKING EASEMENT FOR ARGENT

PROPOSED GRADING EMPIRE RESIDENCES

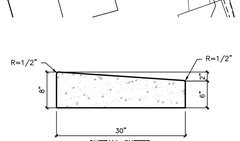
FUTURE EMPIRE RESIDENCES (UNDER CONSTRUCTION)

10' 0 10' 20'

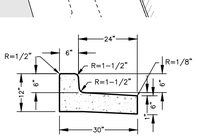
LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

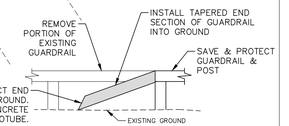
NOTE: SEE LOT 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION (ENTRY NO. 1085414) FOR BOUNDARY AND EASEMENT INFORMATION.



OUTFALL GUTTER



HIGH-BACK OUTFALL CURB AND GUTTER



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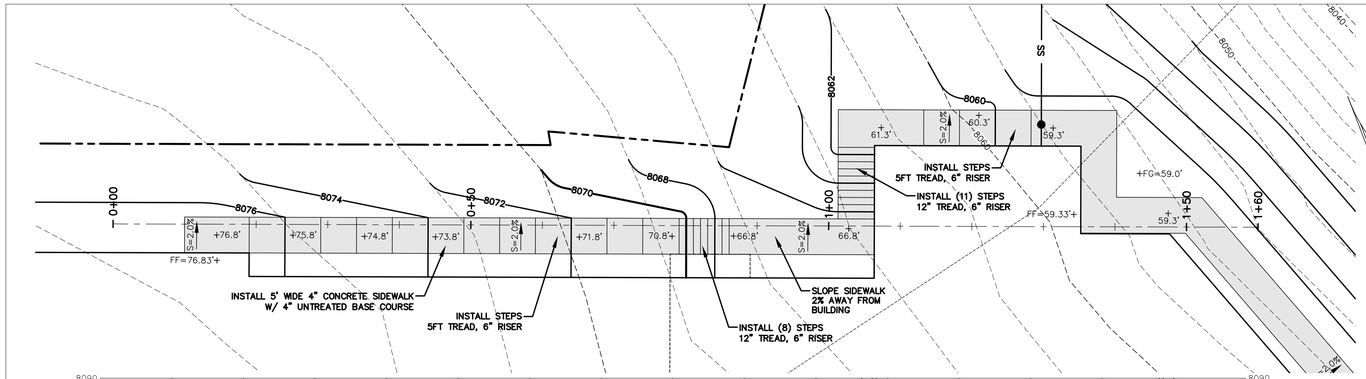
STAFF: MICHAEL DEMKOWICZ
RYAN BETZ

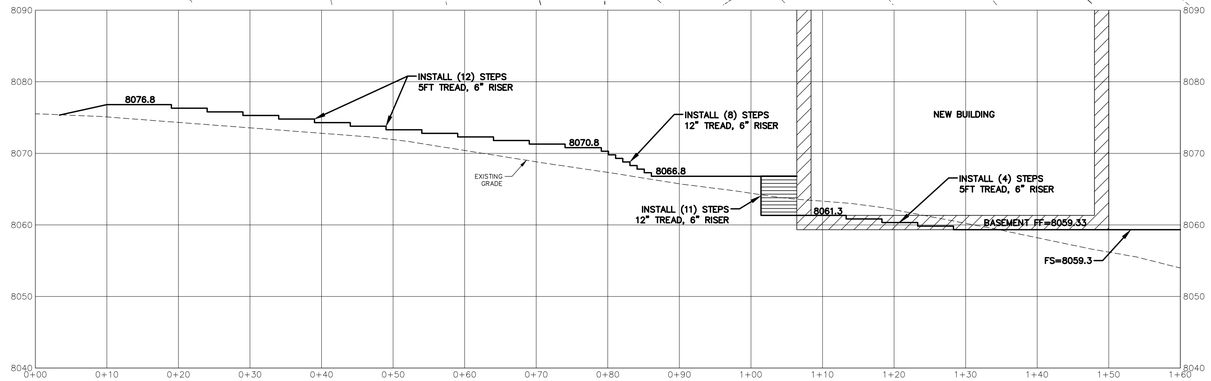
DATE: 9/26/19

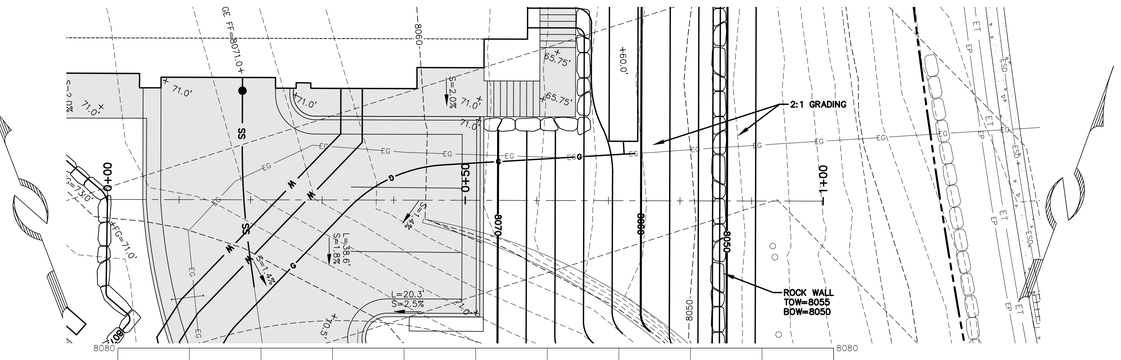
GRADING & UTILITY PLAN
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

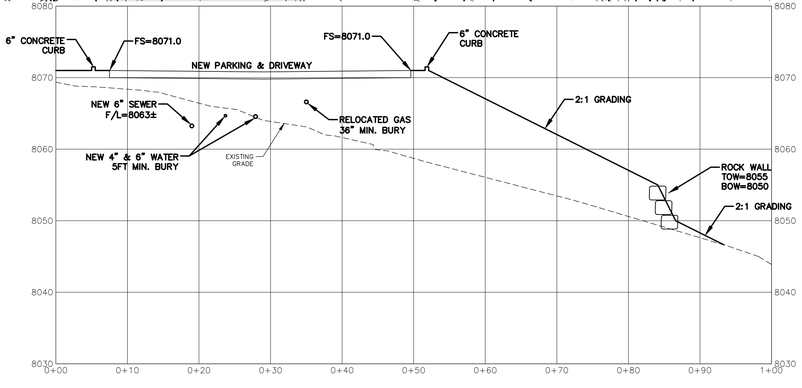
FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

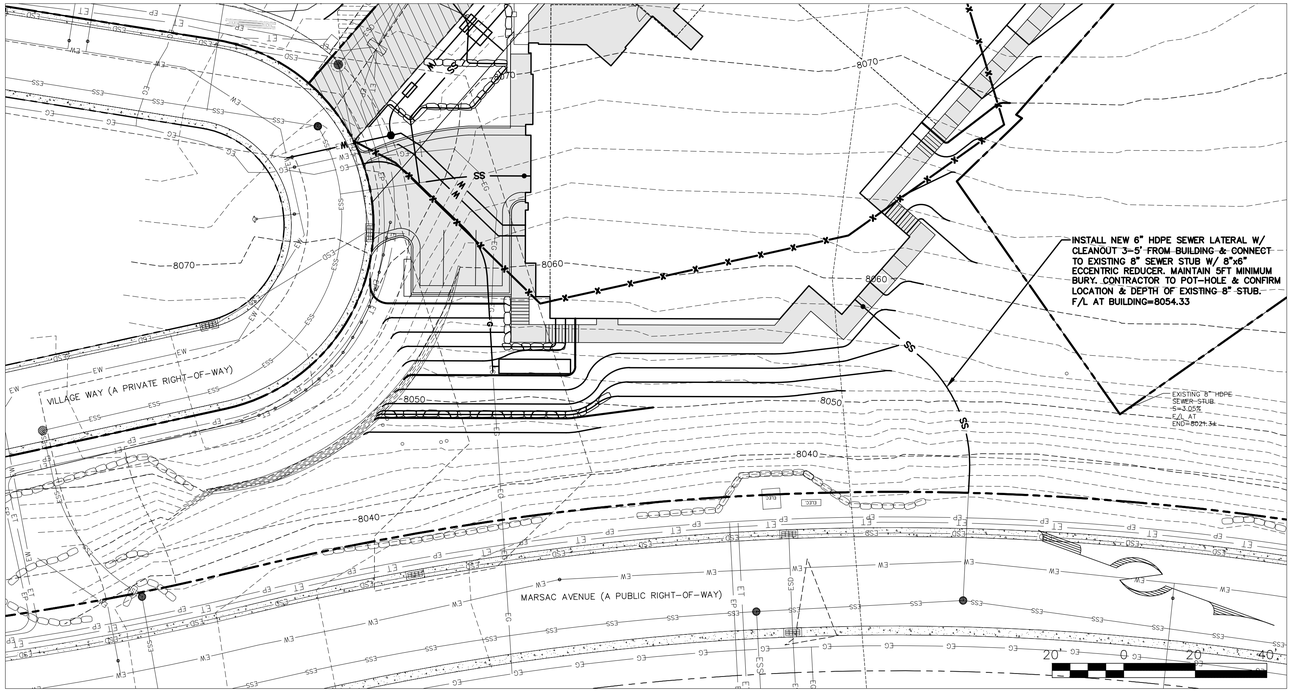
SHEET 3 **OF** 6











LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

10' 0 10' 20'

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

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

STAFF: MICHAEL DEMKOWICZ, RYAN BETZ

DATE: 9/26/19

SECTIONS
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
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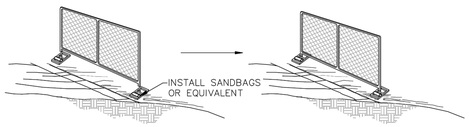
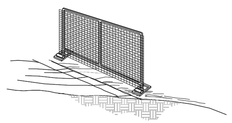
SHEET 4 **OF** 6

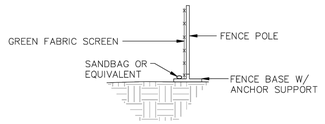
1. SECURE FENCE PANELS INTO BASE SUPPORTS

2. SECURE FENCE PANELS INTO BASE SUPPORTS



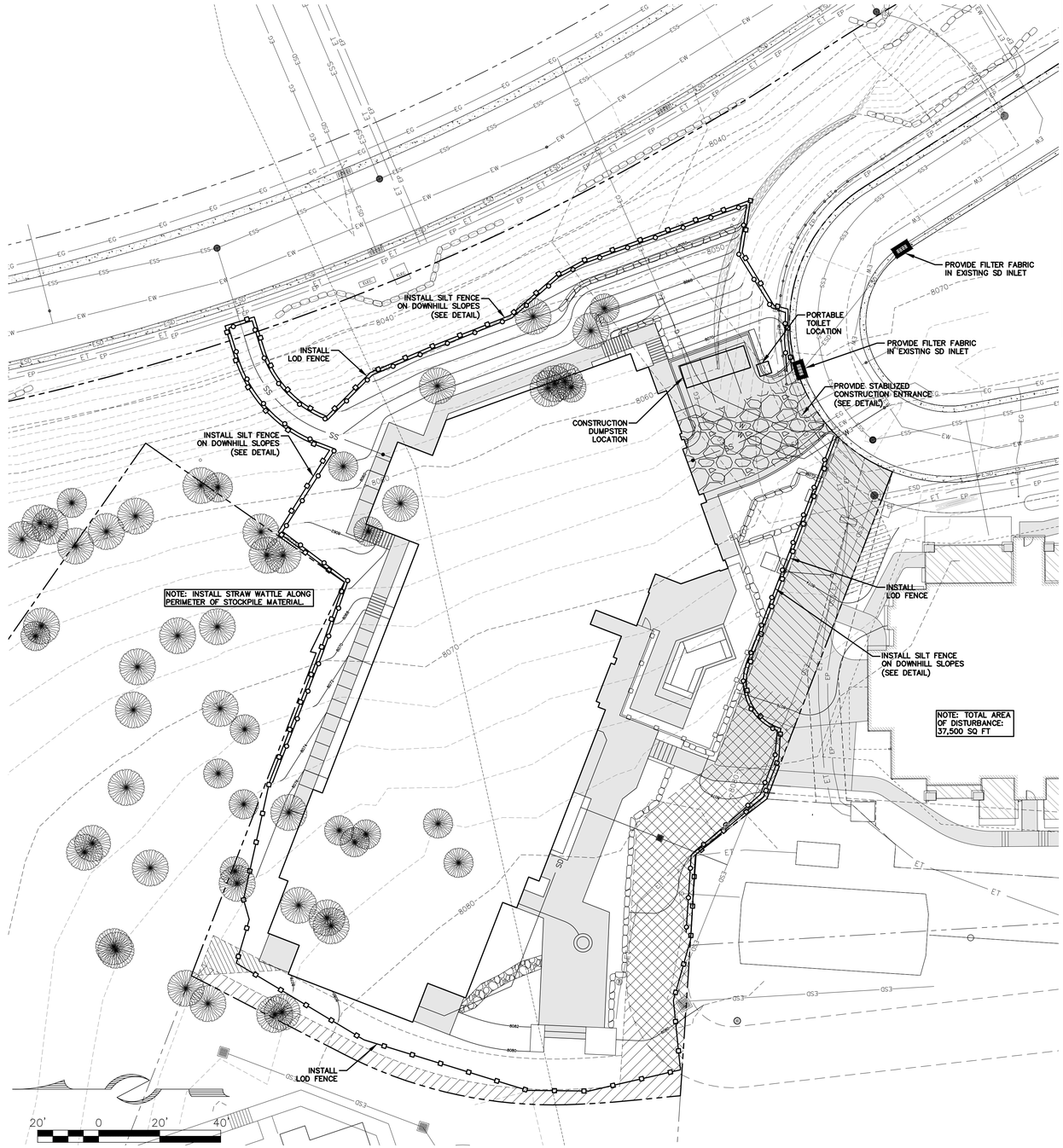
3. INSTALL GREEN FABRIC VISUAL BARRIER & SECURE TO FENCE



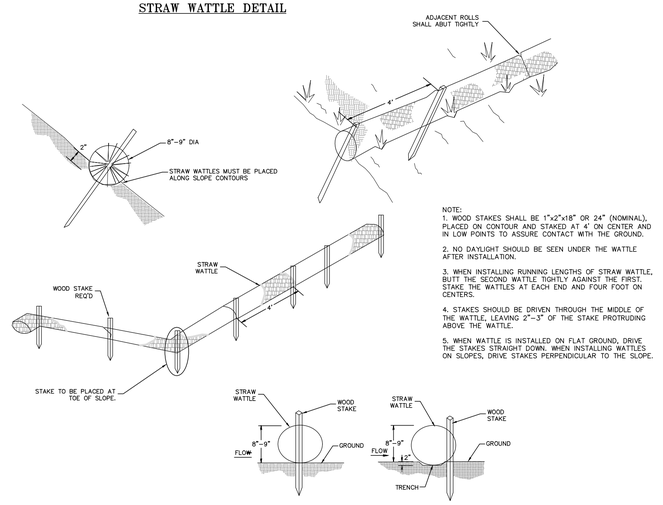


CROSS-SECTION

STANDARD DRAWING	CHAIN-LINK FENCE DETAIL
	ALLIANCE ENGINEERING — dtl\parkcity\chain-link fence



STRAW WATTLE DETAIL



NOTE:
1. WOOD STAKES SHALL BE 1"x2"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH THE GROUND.

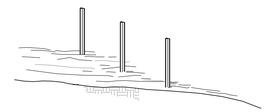
2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.

3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTERS.

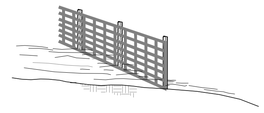
4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.

5. WHEN WATTLE IS INSTALLED ON FLAT GROUND, DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES, DRIVE STAKES PERPENDICULAR TO THE SLOPE.

1. SET METAL T-POSTS @ 8' O.C. MAX.



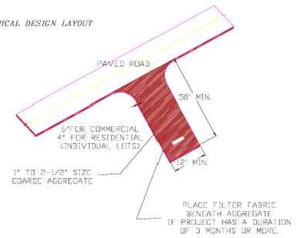
2. ATTACH ORANGE CONSTRUCTION FENCING TO THE T-POSTS.



STANDARD DRAWING	CONSTRUCTION FENCE DETAIL
DN-1	

STABILIZED CONSTRUCTION ENTRANCE

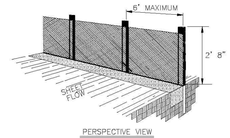
TYPICAL DESIGN LAYOUT



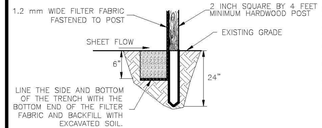
INSTALLATION:
1. Install at any point of ingress or egress at a construction site where adjacent traveled way is paved.
2. Clear and grub area and grade to provide slope shown for driveway, or access/intersection. If adjacent to waterway, use a maximum slope of 2%.
3. Compact subgrade and place filter fabric if required.
4. Place coarse aggregate, 1 to 2 ½ inches size, to a minimum depth of 6 inches for commercial projects, and 4 inches for residential projects.

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

SILT FENCE



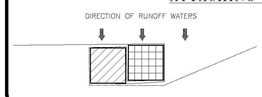
PERSPECTIVE VIEW



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

MAINTENANCE:
1. Inspect immediately after any rainfall and at least daily during prolonged rainfall.
2. Look for runoff bypassing ends of barriers or undercutting fence (repair immediately).
3. Repair or replace damaged areas of the fence and remove accumulated sediment.
4. Re-anchor fence as necessary to prevent shortcutting.
5. Remove accumulated sediment when it reaches ½ the height of the fence.

ATTACHING TWO SILT FENCES



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

LINE TYPE LEGEND

ESS	EXISTING SEWER	EG	EXISTING GAS
EW	EXISTING WATER	ET	EXISTING TELECOMM
ESD	EXISTING STORM DRAIN	EP	EXISTING POWER
EOHP	EXTG OVERHEAD POWER	X	EXISTING FENCE

CMP NOTES

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

REGISTERED PROFESSIONAL ENGINEER — No. 4857264 — MICHAEL DEMKOWICZ — 9/26/19 — STATE OF UTAH

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

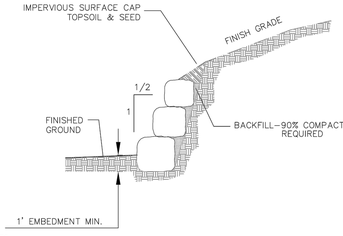
STAFF: MICHAEL DEMKOWICZ, RYAN BETZ

DATE: 9/26/19

CONSTRUCTION MITIGATION PLAN & SWPPP
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD. ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 5 **OF** 6



CONSTRUCTION NOTES:

CONSTRUCTION OF BOULDER RETAINING WALLS SHALL COMPLY WITH THE FOLLOWING:

A. ASSOCIATED ROCKERY CONTRACTORS (ARC) P.O. BOX 1794, WOODINVILLE, WA. 98072. ROCK WALL WALL CONSTRUCTION GUILELINES DATED AUGUST 15, 2000.

B. THE BOULDER RETAINING WALL MAY BE CONSTRUCTED WITH A FACE SLOPE OF ½ HORIZONTAL TO 1 VERTICAL OR FLATTER, THE OVERALL HEIGHT OF THE BOULDER RETAINING WALL SHALL NOT EXCEED 4 FEET.

C. THE BOULDER RETAINING WALL SHOULD BE CONSTRUCTED WITH THE LARGEST ROCKS ON THE LOWEST LEVELS, DECREASING IN SIZE TO THE TOP. ROCKS USED IN THE LOWER PORTION SHOULD BE AT LEAST 2' DIA IN SIZE. THE MINIMUM SIZE OF ROCKS USED IN THE ROCK–PROTECTED SLOPE SHOULD BE MIN. 1' DIA.

D. THE BASE ROW OF ROCKS SHOULD BE EMBEDDED AT LEAST 1 FOOT BELOW THE ADJACENT GROUND SURFACE.

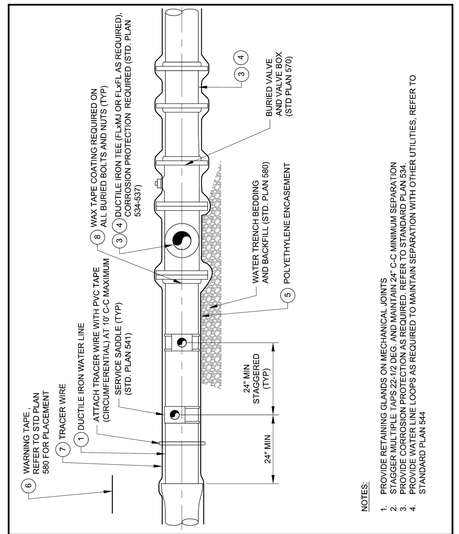
E. CONSIDERATION SHOULD BE GIVEN TO USING LOW PERMEABLE FILL SUCH AS THE NATURAL CLAYEY GRAVEL FOR THE UPPER 2 FEET OF BACKFILL BEHIND THE BOULDER RETAINING WALL.

F. SOIL PLACED BEHIND BOULDERS SHALL BE COMPACTED TO AT LEAST 90 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D–1557. SMALLER COMPACTION EQUIPMENT OR HAND COMPACTION EQUIPMENT SHOULD BE USED IN AREAS OF LIMITED ACCESS. FILL SHOULD BE FREQUENTLY TESTED FOR COMPACTION.

G. ROCKS USED IN THE RETAINING WALL SHOULD BE OF DURABLE COMPOSITION AND NOT HAVE CRACKS OR SIGNIFICANT SIGNS OF WEATHERING. IDEALLY, ROCKS WILL BE NATURALLY OCCURRING (NOT BLASTED).

H. RETAINING WALLS EXCEEDED FOUR FEET IN HEIGHT REQUIRE A BUILDING PERMIT. CONSULT A GEO–TECHICAL ENGINEER FOR ENGINEERING DETAILS

STANDARD DRAWING	BOULDER RETAINING WALL
RW–1	ALLIANCE ENGINEERING



NOTES:
1. PROVIDE RETAINING GLANDS ON MECHANICAL JOINTS
2. STAGGER MULTIPLE TAPS 22-1/2 DEG. AND MAINTAIN 24" C-C MINIMUM SEPARATION
3. PROVIDE 1" MINIMUM COVER OVER TOP OF PIPE AND 12" MINIMUM SEPARATION
4. PROVIDE WATER LINE LOOPS AS REQUIRED TO MAINTAIN SEPARATION WITH OTHER UTILITIES. REFER TO STANDARD PLAN 544

PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER MAIN AND FIRE LINE 3" TO 12" DIAMETER	STD. PLAN
	3/2014		540-A
	REV.		
	0		

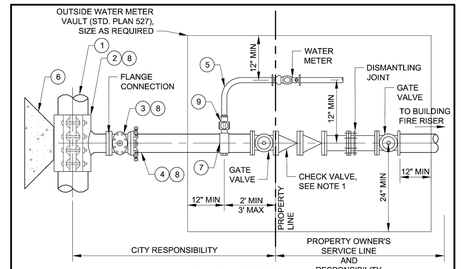
LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	DUCTILE IRON PIPE, 3" TO 12" DIAMETER, PRESSURE CLASS 350, CEMENT-MORTAR LINING, ASPHALTIC INTERIOR/EXTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE (1) PACIFIC STATES	STANDARD JOINT PIPE: PUSH ON TYTON JOINT
		U.S. PIPE (1) PACIFIC STATES	RESTRAINED JOINT PIPE: THRUST-LOCK TR FLEX
②	POLYVINYL CHLORIDE (PVC) PIPE, C.I.O.D., C900, DR 18, INTEGRAL BELL JOINT	JM EAGLE (1)	STANDARD JOINT PIPE: BLUE BRUTE
③	DUCTILE IRON FITTINGS, 3" TO 12" DIAMETER, FULL BODY, PRESSURE CLASS 350, CEMENT MORTAR LINED, ASPHALTIC EXTERIOR COATING, AWWA C153 / C104	U.S. PIPE (1) PACIFIC STATES	PUSH ON STYLE FITTING: TYTON JOINT FLANGED FITTING:
	FLANGES: AWWA C110 / C115, CLASS 125 FLANGE WITH FULL FACE OR RING FLANGE-TYTE GASKETS	U.S. PIPE (1) PACIFIC STATES	RESTRAINED JOINT PIPE: THRUST-LOCK TR FLEX
④	FITTINGS – DUCTILE IRON MECHANICAL JOINT PIPE WITH RETAINER GLANDS OR SST TIE ROD / NUT RESTRAINTS, AWWA C110 / C111 / C104	EBBA IRON (1)	FITTINGS: MECHANICAL JOINT RETAINER GLANDS: MEGALUG SERIES 1100, STD T-BOLTS AND NUTS
⑤	POLYETHYLENE ENCASEMENT, HIGH DENSITY CROSS LAMINATED (HDCL) POLYETHYLENE FILM, AWWA C105 & AWWA C703E METHODS A & C	CHRISTY'S (1)	AWWA C703E METHOD A (4 MIL) AT PIPE AND AWWA C703E METHOD C (10 MIL) AT BOLT-TYPE JOINTS, FITTINGS, AND VALVES
⑥	DETECTABLE UNDERGROUND WARNING TAPE, 5-MIL MINIMUM, ALUMINUM BACKING, BLUE BACKGROUND, 6" WIDE	SETON (1)	85525
⑦	TRACER WIRE: 12 GA. SOLID, BLUE PVC INSULATION; WIRE-WIRE CONNECTORS SILICONE-FILLED WIRE NUTS	CONNECTORS: IDEAL INDUSTRIES (1)	TWISTER DB PLUS OR APP'D EQUAL
⑧	WAX TAPE COATING SYSTEM, APPLY TO ALL BURIED BOLTS AND NUTS INCLUDING MECHANICAL JOINT RESTRAINT SYSTEMS, AWWA C 217. REFER TO STD. PLAN 534.		

DETAIL NOTES

1. COORDINATE PIPE SIZE WITH APPROVED PLANS PRIOR TO ORDERING MATERIALS
2. LOCATE MAIN, FITTINGS, VALVES, AND FIRE LINES PER APPROVED PLANS
3. DUCTILE IRON PIPE IS REQUIRED WHEN WATER SYSTEM DESIGN PRESSURE EXCEEDS 150 PRESSURE RATING
4. PROVIDE "DOMESTIC" DUCTILE IRON FITTINGS
5. PROVIDE DUCTILE IRON RESTRAINED JOINT PIPE ON FIRE LINES, HYDRANT LINES, AND WHERE REQUIRED ON THE APPROVED PLANS
6. PROVIDE 316 STAINLESS STEEL BOLTS AND NUTS WITH ANTI-SEIZE LUBRICATION ON ALL FLANGED CONNECTIONS
7. REFER TO STANDARD PLAN 534 FOR SUPPLEMENTAL EXTERNAL CORROSION PROTECTION REQUIREMENTS. WHEN CATHODIC PROTECTION IS REQUIRED REFER TO STD. PLANS 534-538.
8. REFER TO SPECIFICATIONS FOR FLUSHING, HYDROSTATIC TESTING, AND DISINFECTING REQUIREMENTS
9. (1) DENOTES "OR EQUAL" MANUFACTURER AND MODEL. SUBMIT IN ACCORDANCE WITH CITY STANDARDS

PARK CITY MUNICIPAL CORPORATION WATER	DATE	WATER MAIN AND FIRE LINES	STD. PLAN
	4/2014		540 S
	REV.		
	0		

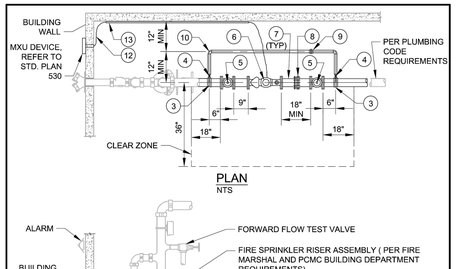


3" AND LARGER

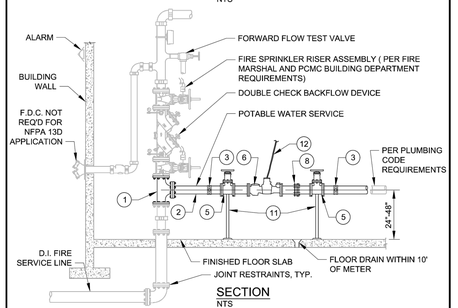
LEGEND	
ITEM	DESCRIPTION
1	EXISTING MAIN
2	DUCTILE IRON TAPPING SLEEVE OR DUCTILE IRON TEE
3	TAPPING VALVE OR FLG X MJ GATE VALVE (STD PLAN 570 AND 572)
4	DUCTILE IRON PIPE FULLY RESTRAINED (STD. PLAN 541)
5	WATER SERVICE LINE (STD. PLAN 541)
6	THRUST BLOCK (STD. PLAN 561)
7	BRONZE DOUBLE STRAP SERVICE SADDLE (STD. PLAN 541)
8	POLYETHYLENE WRAPPED (STD. PLAN 540-A)
9	CORPORATION STOP (STD. PLAN 541)

NOTES:
1. DOUBLE CHECK VALVE OR REDUCED PRESSURE PRINCIPLE BACKFLOW ASSEMBLY TO BE DETERMINE BY BUILDING AND WATER DEPARTMENTS BASED ON DEGREE OF HAZARD POSED BY FIRE SPRINKLER PROTECTION SYSTEM USE.
2. WATER METER 3-INCH AND LARGER WILL REQUIRE A DUCTILE IRON TEE, VALVING, AND DISMANTLING JOINT. A SITE SPECIFIC DESIGN IS REQUIRED.
3. A METER BYPASS LINE IS REQUIRED FOR COMMERCIAL APPLICATIONS.

PARK CITY MUNICIPAL CORPORATION WATER	DATE	FIRE SERVICE LINE	STD. PLAN
	4/2014		542
	REV.		
	0		



PLAN
NTS



SECTION
NTS

NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 528 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	05/2014		528
	REV.		
	0		

LEGEND AND APPROVED PARTS LIST

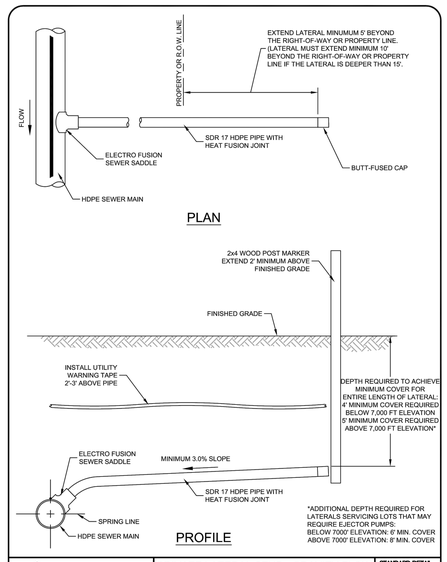
ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
①	DUCTILE IRON TEE, FLG., PRESSURE CLASS 350, CEMENT-MORTAR LINED, ASPHALTIC INTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE PACIFIC STATES	
		U.S. PIPE PACIFIC STATES	
②	DUCTILE IRON PIPE SPOOL, FLG. X FLG., 3" TO 12" DIAMETER, FULL BODY, PRESSURE CLASS 350, CEMENT-MORTAR LINED, ASPHALTIC INTERIOR COATING, AWWA C150 / C151 / C104	U.S. PIPE PACIFIC STATES	
③	2" BRONZE SERVICE SADDLE, DOUBLE STRAP	MUELLER	BR2B SERIES, FIP THDS
		FORD	STYLE 202B, FIP THDS
④	2" BRONZE BALL VALVE WITH LOCKING HANDLE, F.I.P., THREADED, 300 PSI RATED, LEAD FREE		
⑤	GATE VALVE, PIPE SIZE, NRS WITH HANDWHEEL, FLANGED, 2" SQ. OPERATING NUT, AWWA C509	MUELLER	SERIES A-2360
		CLOW	MODEL 2639
⑥	METER, SUPPLIED AND INSTALLED BY PCMC		
⑦	DUCTILE IRON PIPE SPOOL (2), FLG X PE	MUELLER	MULTI X F.I.P, H-14222N
⑧	DISMANTLING JOINT, WITH RESTRAINING BOLTS	ROMAC	DJ400 OR APPV'D EQUAL
⑨	2" BRONZE UNION, F.I.P., THREADED, LEAD FREE		
⑩	2" COPPER PIPE, TYPE K, WITH COPPER 90° ELBOW, SOLDERED, OR BRASS NIPPLE BRONZE, F.I.P., WITH THREADED 90° ELBOW (NO GALVANIZED MATERIALS)		
⑪	PIPE SUPPORTS, 2 REQ'D ON MAIN SERVICE LINE AND 2 REQ'D ON BYPASS SERVICE		
⑫	MXU AND WIRING, SUPPLIED AND INSTALLED BY PCMC		
⑬	1/2" EMT CONDUIT FOR MXU WIRING, AS REQUIRED		

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	5/2014		528 S.1
	REV.		
	0		

DETAIL NOTES

1. USE OF AN INSIDE WATER METER REQUIRES CITY ENGINEER APPROVAL. REFERENCE WATER STANDARD PLAN 520 FOR APPLICABLE CONDITIONS.
2. FIRE SPRINKLER RISER WITH POTABLE WATER SERVICE: A SITE SPECIFIC DESIGN IS REQUIRED. THE FIRE PROTECTION SPRINKLER SYSTEM AND POTABLE WATER SYSTEM DESIGN SHALL BE APPROVED BY THE FIRE MARSHAL AND THE PARK CITY BUILDING DEPARTMENT. THE POTABLE WATER SERVICE CONNECTION AND METER ASSEMBLY DESIGN SHALL BE APPROVED BY THE PARK CITY BUILDING DEPARTMENT AND THE CITY ENGINEER. DESIGN AND CONSTRUCTION SHALL COMPLY WITH APPLICABLE BUILDING AND PLUMBING CODES.
3. BACKFLOW PREVENTION: PROVIDE A DOUBLE CHECK BACKFLOW ASSEMBLY (DCBA) OR REDUCED PRESSURE PRINCIPLE BACKFLOW ASSEMBLY (RPBA) ON THE FIRE SPRINKLER RISER ASSEMBLY. STYLE TO BE DETERMINED BY THE BUILDING AND WATER DEPARTMENT BASED ON DEGREE OF HAZARD POSED BY FIRE SPRINKLER PROTECTION SYSTEM. BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED BY THE BUILDING DEPARTMENT, BACKFLOW ASSEMBLY TESTING FOR PROPER OPERATION (PER CITY REQUIREMENTS BY A CERTIFIED TESTER RECOGNIZED BY THE CITY) IS REQUIRED AND A REPORT SUBMITTED.
4. CONNECTIONS TO THE WATER SYSTEM ARE NOT PERMITTED PRIOR TO THE POTABLE WATER METER ASSEMBLY OR THE FIRE SPRINKLER RISER BACKFLOW ASSEMBLY. THIS INCLUDES OUTSIDE IRRIGATION SUPPLY.
5. CLEARANCES: PROVIDE ADEQUATE CLEARANCES FROM FIRE RISER AND AROUND WATER METER ASSEMBLY. MAINTAIN: 9" MINIMUM FROM WALL TO FACE OF POTABLE WATER PIPING
   18" CLEAR ON EACH SIDE OF METER ASSEBLY
   36" CLEAR IN FRONT OF METER ASSEMBLY
6. LOCATE METER ASSEMBLY TWO (2) TO FOUR (4) FEET ABOVE THE FLOOR. POSITION METER HORIZONTAL WITH DIAL POINTING UP.
7. VERIFY METER LAY LENGTH WITH WATER DEPARTMENT PRIOR TO INSTALLING PIPING
8. PROVIDE ISOLATION VALVES AT METER INLET AND OUTLET
9. FOR MULTIPLE METERS PROVIDE A MANIFOLD WITH A MAIN VALVE PRIOR TO THE MANIFOLD AND INDIVIDUAL VALVES LOCATED PRIOR TO AND AFTER METERS.
10. PROVIDE A FLOOR DRAIN IN THE FIRE RISER ROOM WITHIN 10 FEET OF THE WATER METER LOCATION.
11. PROVIDE PIPE LABELS ON THE POTABLE WATER LINE BETWEEN THE FIRE RISER AND THE WATER METER DESIGNATING PIPE AS "POTABLE WATER".
12. PROVIDE PIPE ANCHORAGE TO SUPPORT METER ASSEMBLY INDEPENDENT OF THE POTABLE WATER SUPPLY PIPING AND BUILDING PLUMBING. PROVIDE PIPE STANDS OR UNISTRUT WALL STANDOFFS. DO NOT SUPPORT METER ASSEMBLY FROM OTHER PIPING.
13. PROVIDE A WALL PENETRATION AND CONDUIT FOR REMOTE RADIOREAD METER TRANSEIVER UNIT (MXU) DEVICE(S). COORDINATE ROUTING AND WALL PENETRATION LOCATION WITH THE WATER DEPARTMENT. REFERENCE WATER STANDARD PLANS 520 AND 530.
14. PROVIDE 1/2" EMT CONDUIT AND SUPPORTS FOR MXU SIGNAL WIRE IF DISTANCE TO WALL PENETRATION EXCEEDS 10 FEET.
15. INSPECTION: CONTACT THE CITY ENGINEER FOR INSPECTION OF THE POTABLE WATER SYSTEM METER ASSEMBLY INSTALLATION.
16. REFER TO STD. PLAN 500 AND THE SPECIFICATIONS FOR FLUSHING, HYDROSTATIC TESTING, AND DISINFECTING REQUIREMENTS
17. BUILDING OWNER IS RESPONSIBLE TO HAVE THE BACKFLOW PREVENTER FLOW TESTED AND INSPECTED INTERNALLY AT LEAST ONCE PER YEAR, OR MORE AS CONDITIONS WARRANT, IN ACCORDANCE WITH NFPA 13 AND NFPA 25 AND A REPORT SUBMITTED TO THE PARK CITY BUILDING DEPARTMENT

PARK CITY MUNICIPAL CORPORATION WATER	DATE	3" AND LARGER METER INSIDE SETTING	STD. PLAN
	5/2014		528 S.2
	REV.		
	0		

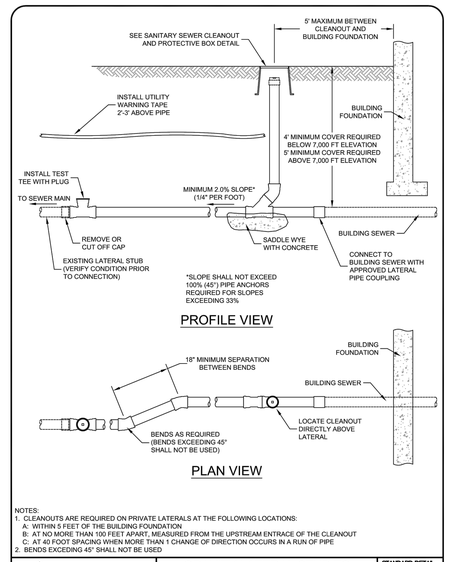


PLAN

PROFILE

*ADDITIONAL DEPTH REQUIRED FOR LATERALS SERVICING LOTS THAT MAY REQUIRE EJECTOR PUMPS: BELOW 7000' ELEVATION: 6' MIN. COVER ABOVE 7000' ELEVATION: 8' MIN. COVER

Snyderville Basin Water Reclamation District	PRIVATE LATERAL STUB - GRAVITY FLOW HDPE MAIN LINE TO HDPE LATERAL LINE	STANDARD DETAIL LAT-03 Revision Date 2/22/16

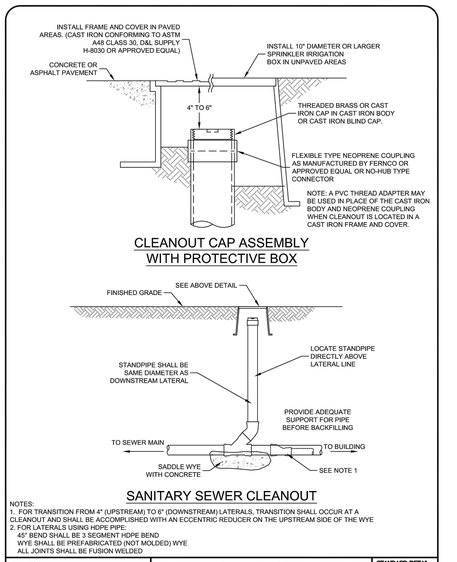


PROFILE VIEW

PLAN VIEW

NOTES:
1. CLEANOUTS ARE REQUIRED ON PRIVATE LATERALS AT THE FOLLOWING LOCATIONS:
   A: WITHIN 5 FEET OF THE BUILDING FOUNDATION
   B: AT NO MORE THAN 100 FEET APART, MEASURED FROM THE UPSTREAM ENTRACE OF THE CLEANOUT
   C: AT 40 FOOT SPACING WHEN MORE THAN 1 CHANGE OF DIRECTION OCCURS IN A RUN OF PIPE
2. BENDS EXCEEDING 45° SHALL NOT BE USED

Snyderville Basin Water Reclamation District	GRAVITY LATERAL STUB TO GRAVITY BUILDING CONNECTION	STANDARD DETAIL LAT-05 Revision Date 2/22/16



CLEANOUT CAP ASSEMBLY WITH PROTECTIVE BOX

SANITARY SEWER CLEANOUT

NOTES:
1. FOR TRANSITION FROM 4" (UPSTREAM) TO 6" (DOWNSTREAM) LATERALS, TRANSITION SHALL OCCUR AT A CLEANOUT AND SHALL BE ACCOMPLISHED WITH AN ECCENTRIC REDUCER ON THE UPSTREAM SIDE OF THE WYE
2. FOR LATERALS USING HDPE PIPE:
   45° BEND SHALL BE 3 SEGMENT HDPE BEND
   WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE
   ALL JOINTS SHALL BE FUSION WELDED

Snyderville Basin Water Reclamation District	SANITARY SEWER CLEANOUT AND PROTECTIVE BOX	STANDARD DETAIL LAT-07 Revision Date 2/22/16

REGISTERED PROFESSIONAL ENGINEER
No. 4857264
MICHAEL DEMKOWICZ
9/26/19
STATE OF UTAH

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

STAFF: MICHAEL DEMKOWICZ, RYAN BETZ

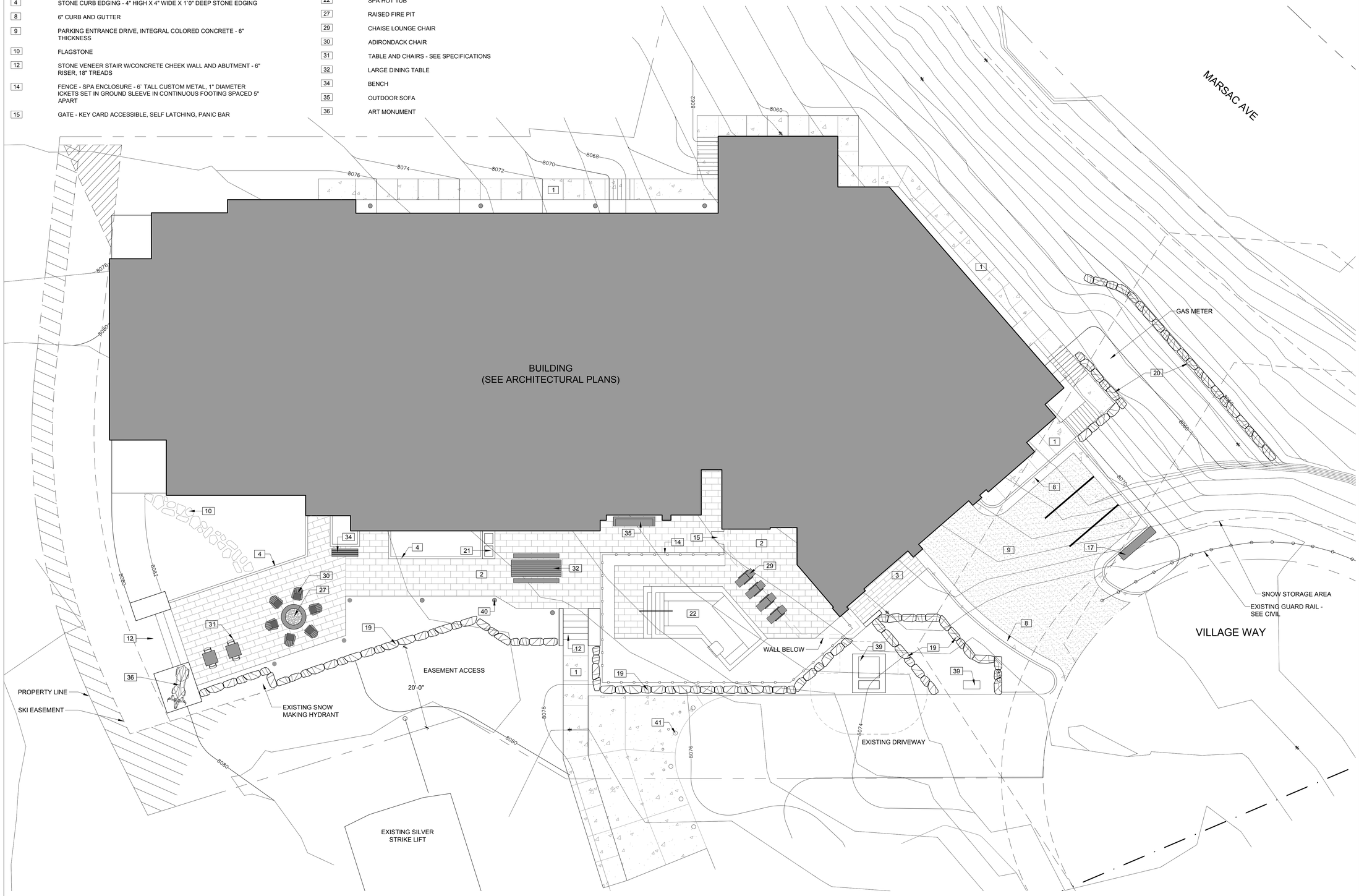
DATE: 9/26/19

DETAILS
LOT 2 VILLAGE AT EMPIRE PASS NORTH SUBD.
ARGENT

FOR: EAST WEST PARTNERS
JOB NO.: 6-3-19
FILE: X:\Empire\dwg\Lot 2 VEPNS\L2vepns-civil.dwg

SHEET 6 **OF** 6

SYMBOL	DESCRIPTION
1	4" CONCRETE WALK, INTEGRAL COLORED CONCRETE
2	PAVER TYPE I - 12" X 18" X 2" THICK STONE PAVER OVER SAND SETTING BED, SNOWMELT AND COMPACTED SUBGRADE
3	PAVER TYPE II - 6" X 12" X 2 3/8" THICK STONE PAVER
4	STONE CURB EDGING - 4" HIGH X 4" WIDE X 1'0" DEEP STONE EDGING
8	6" CURB AND GUTTER
9	PARKING ENTRANCE DRIVE, INTEGRAL COLORED CONCRETE - 6" THICKNESS
10	FLAGSTONE
12	STONE VENEER STAIR W/CONCRETE CHEEK WALL AND ABUTMENT - 6" RISER, 18" TREADS
14	FENCE - SPA ENCLOSURE - 6' TALL CUSTOM METAL, 1" DIAMETER ICKETS SET IN GROUND SLEEVE IN CONTINUOUS FOOTING SPACED 5" APART
15	GATE - KEY CARD ACCESSIBLE, SELF LATCHING, PANIC BAR
17	ENTRY MONUMENT SIGN - CONCRETE WALL WITH STONE VENEER
19	DRY STACKED STONE WALL - MOUNTAIN VALLEY STONE
20	BOULDER WALL - MOUNTAIN VALLEY STONE
21	OUTDOOR GRILL STATION - GAS GRILL / PIZZA OVEN / FOOD PREP / STORAGE
22	SPA HOT TUB
27	RAISED FIRE PIT
29	CHAISE LOUNGE CHAIR
30	ADIRONDACK CHAIR
31	TABLE AND CHAIRS - SEE SPECIFICATIONS
32	LARGE DINING TABLE
34	BENCH
35	OUTDOOR SOFA
36	ART MONUMENT
39	ELECTRICAL TRANSFORMER - SEE ELEC.
40	LIGHT COLUMN BOLLARD
41	REMOVABLE BOLLARD



1 LAYOUT & MATERIAL PLAN
3/32" = 1'0"

0 10 20 30 feet
SCALE: 3/32" = 1'-0'

NORTH

Client

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Issues

No.	Date	Approv.	Client Approv.	Description
1	07.15.2019	XX	XX	CONDITIONAL USE PERMIT
2	07.24.2019	XX	XX	DESIGN REVIEW BOARD
3	07.30.2019	XX	XX	PRELIMINARY BID SET
4	08.22.2019	XX	XX	DESIGN REVIEW BOARD
5	09.24.2019	XX	XX	REVISED CUP

No.	Date	Approv.	Description

Revisions

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Project Title

ARGENT

Sheet Title

LAYOUT & MATERIAL PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L100
Project No. 120917	

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT
	AME GRA	AMELANCHIER X GRANDIFLORA `AUTUMN BRILLIANCE` / `AUTUMN BRILLIANCE` SERVICEBERRY	1.5" CAL.
	PIN FLE	PINUS FLEXILIS `VANDERWOLF`S PYRAMID` / VANDERWOLF`S PYRAMID PINE	12` - 14` HT
	POP TRE	POPULUS TREMULOIDES / QUAKING ASPEN	4" CAL
	PSE DOU	PSEUDOTSUGA MENZIESII / DOUGLAS FIR	12` - 14` HT

SHRUBS	CODE	BOTANICAL / COMMON NAME	CONT
	COR KEL	CORNUS SERICEA `KELSEYI` / KELSEYI DOGWOOD	5 GAL
	COR STO	CORNUS STOLONIFERA / DOGWOOD	5 GAL
	MAH COM	MAHONIA AQUIFOLIUM `COMPACTA` / COMPACT OREGON GRAPE	5 GAL
	RHU GRO	RHUS AROMATICA `GRO-LOW` / GRO-LOW FRAGRANT SUMAC	5 GAL
	RIB AUR	RIBES ALPINUM `AUREUM` / DWARF GOLDEN ALPINE CURRANT	5 GAL
	SAL PUR	SALIX PURPUREA `NANA` / DWARF ARCTIC WILLOW	5 GAL
	SAM CAE	SAMBUCUS CAERULEA / BLUE ELDERBERRY	5 GAL
	SYM ALB	SYMPHORICARPOS ALBUS / COMMON WHITE SNOWBERRY	5 GAL

GRASSES	CODE	BOTANICAL / COMMON NAME	CONT
	PAN HE2	PANICUM VIRGATUM `HEAVY METAL` / BLUE SWITCH GRASS	1 GAL

PERENNIALS	CODE	BOTANICAL / COMMON NAME	CONT
	CEN RUB	CENTRANTHUS RUBER / RED VALERIAN	1 GAL
	ECH BI3	ECHINACEA X `BIG SKY SUNDOWN` / BIG SKY SUNDOWN CONEFLOWER	1 GAL
	HEM MIX	HEMEROCALLIS / DAYLILY MIX	1 GAL
	RUD FUL	RUDBECKIA FULGIDA `GOLDSTRUM` / BLACK-EYED SUSAN	1 GAL

SOD/SEED	CODE	BOTANICAL / COMMON NAME	CONT	SPACING	QTY
	NAT GRA	NATIVE GRASS/WILDFLOWER MIX	SEED		12,145 SF

BUILDING
(SEE ARCHITECTURAL PLANS)

8060 8062 8064 8066 8068 8070 8072 8074 8076 8078 8080

0 10 20 30 feet
SCALE: 3/32" = 1'-0'

NORTH

1 PLANTING PLAN
3/32"=1'-0"

Client

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Issues

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5	09.24.2019	XX	XX	REVISED CUP

No.	Date	Approv.	Description

Revisions

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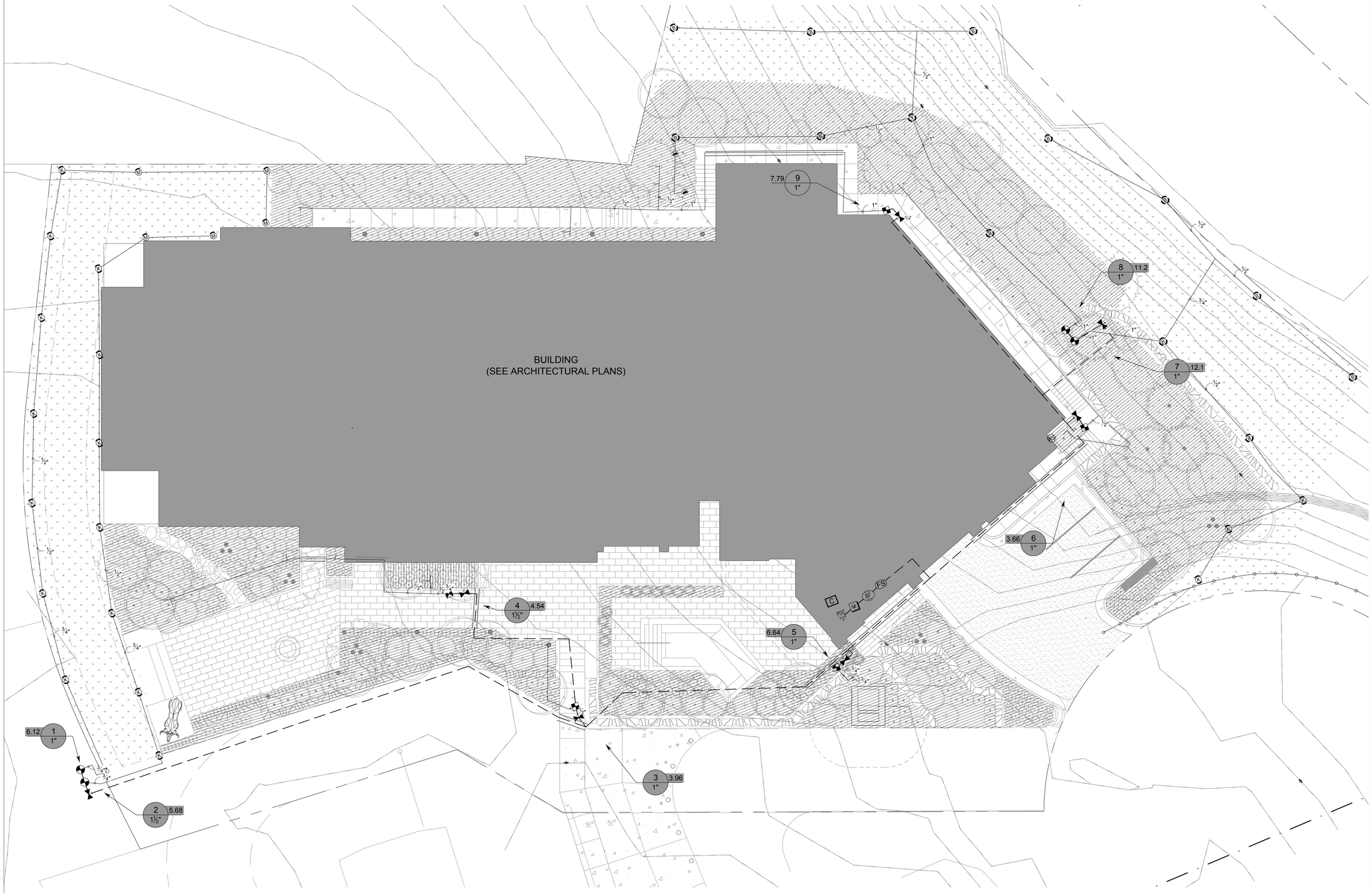
Project Title

ARGENT

Sheet Title

PLANTING PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L200
Project No. 120917	



1 IRRIGATION PLAN
3/32"=1'-0"

Client

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Issues

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4	08.22.2019	XX	XX	DESIGN REVIEW BOARD
5	09.24.2019	XX	XX	REVISED CUP

No.	Date	Approv.	Description

Revisions

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Project Title

ARGENT

Sheet Title

IRRIGATION PLAN

Scale 3/32" = 1'-0"	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L300
Project No. 120917	

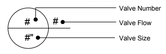
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
LST RST SST	HUNTER MP STRIP PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. LST=IVORY LEFT STRIP, SST=BROWN SIDE STRIP, RST=COPPER RIGHT STRIP, ON PRS40 BODY.	2	40
M L O	HUNTER MP1000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. M=MAROON ADJ ARC 90 TO 210, L=LIGHT BLUE 210 TO 270 ARC, O=OLIVE 360 ARC ON PRS40 BODY.	5	40
K G R	HUNTER MP2000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTATOR NOZZLE. K=BLACK ADJ ARC 90-210, G=GREEN ADJ ARC 210-270, R=RED 360 ARC ON PRS40 BODY.	28	40
B Y A	HUNTER MP3000 PROS-12-PRS40-CV SHRUB ROTATOR, 12" (30.48 CM) POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 40 PSI (2.76 BAR), MP ROTARY NOZZLE. B=BLUE ADJ ARC 90-210, Y=YELLOW ADJ ARC 210-270, A=GRAY 360 ARC ON PRS40 BODY.	14	40

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICZ-101-25 DRIP CONTROL ZONE KIT. 1" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 25PSI. FLOW RANGE: 2 GPM TO 20 GPM. 150 MESH STAINLESS STEEL SCREEN.	4
	HUNTER ICZ-151-40 DRIP CONTROL ZONE KIT. 1-1/2" ICV GLOBE VALVE WITH 1" HY100 FILTER SYSTEM. PRESSURE REGULATION: 40PSI. FLOW RANGE: 20 GPM TO 60 GPM. 120 MESH STAINLESS STEEL SCREEN. 1-1/2" INLET X DUAL 1" OUTLETS	1
	AREA TO RECEIVE DRIPLINE NETAFIM TLCV-06-18 TECHLINE PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH CHECK VALVE, 0.6 GPH EMITTERS AT 18" O.C. DRIPLINE LATERALS SPACED AT 18" APART, WITH EMITTERS OFFSET FOR TRIANGULAR PATTERN. 17MM.	4,495 L.F.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	HUNTER ICV-G 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE.	4
	NIBCO T-113-K CLASS 125 BRONZE GATE SHUT OFF VALVE WITH CROSS HANDLE, SAME SIZE AS MAINLINE PIPE DIAMETER AT VALVE LOCATION. SIZE RANGE - 1/4" - 3"	7
BF	FEBCO 825Y 1" REDUCED PRESSURE BACKFLOW PREVENTER	1
FS	FLOWMEC QS200-15 1-1/2" 1-1/2" INSERTION FLOWMETER, SCHEDULE 80 PVC HOUSING. 0.55-82 GPM RANGE, MAX. OPERATING PRESSURE 150 PSI. 2-WIRE CONNECTOR W/ LED INDICATORS FOR POWER AND PULSE. STORAGE TEMPS -20 F TO +160 F.	1
M	WATER METER 1"	1
POC	POINT OF CONNECTION 1" TAP INTO POTABLE WATER LINE CONNECTION FROM FIRE RISER ROOM	1
	IRRIGATION LATERAL LINE: PVC SCHEDULE 40	1,543 L.F.
	IRRIGATION MAINLINE: PVC SCHEDULE 40	370.9 L.F.

Valve Callout



CRITICAL ANALYSIS

Generated: 2019-08-22 15:20

P.O.C. NUMBER: 01
Water Source Information: TAP INTO POTABLE WATER LINE CONNECTION FROM FIRE RISER ROOM

FLOW AVAILABLE
Point of Connection Size: 1"
Flow Available: 20.24 gpm

PRESSURE AVAILABLE
Static Pressure at POC: 80.00 psi
Pressure Available: 80.00 psi

DESIGN ANALYSIS
Maximum Station Flow: 12.63 gpm
Flow Available at POC: 20.24 gpm
Residual Flow Available: 7.61 gpm

Critical Station: 7
Pressure Req. at Critical Station: 63.67 psi
Loss for Fittings: 0.34 psi
Loss for Main Line: 3.41 psi
Loss for POC to Valve Elevation: 0.00 psi
Loss for Backflow: 12.29 psi
Critical Station Pressure at POC: 79.71 psi
Pressure Available: 80.00 psi
Residual Pressure Available: 0.29 psi

Client

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Issues

No.	Date	Approv.	Client Approv.	Description
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Revisions

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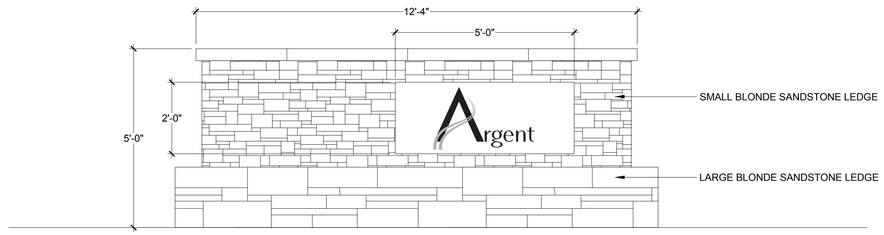
Project Title

ARGENT

Sheet Title

IRRIGATION SCHEDULE & CRITICAL ANALYSIS

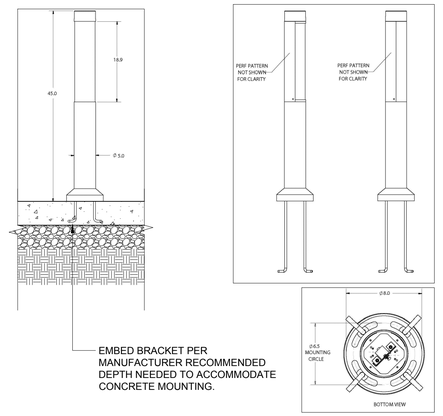
Scale N/A'	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L301
Project No. 120917	



1 MONUMENT SIGN

1/2" = 1'-0"

P-_G-SIT-01



2 LIGHT COLUMN BOLLARD MOUNT

1" = 1'-0"

P-_G-17

Client

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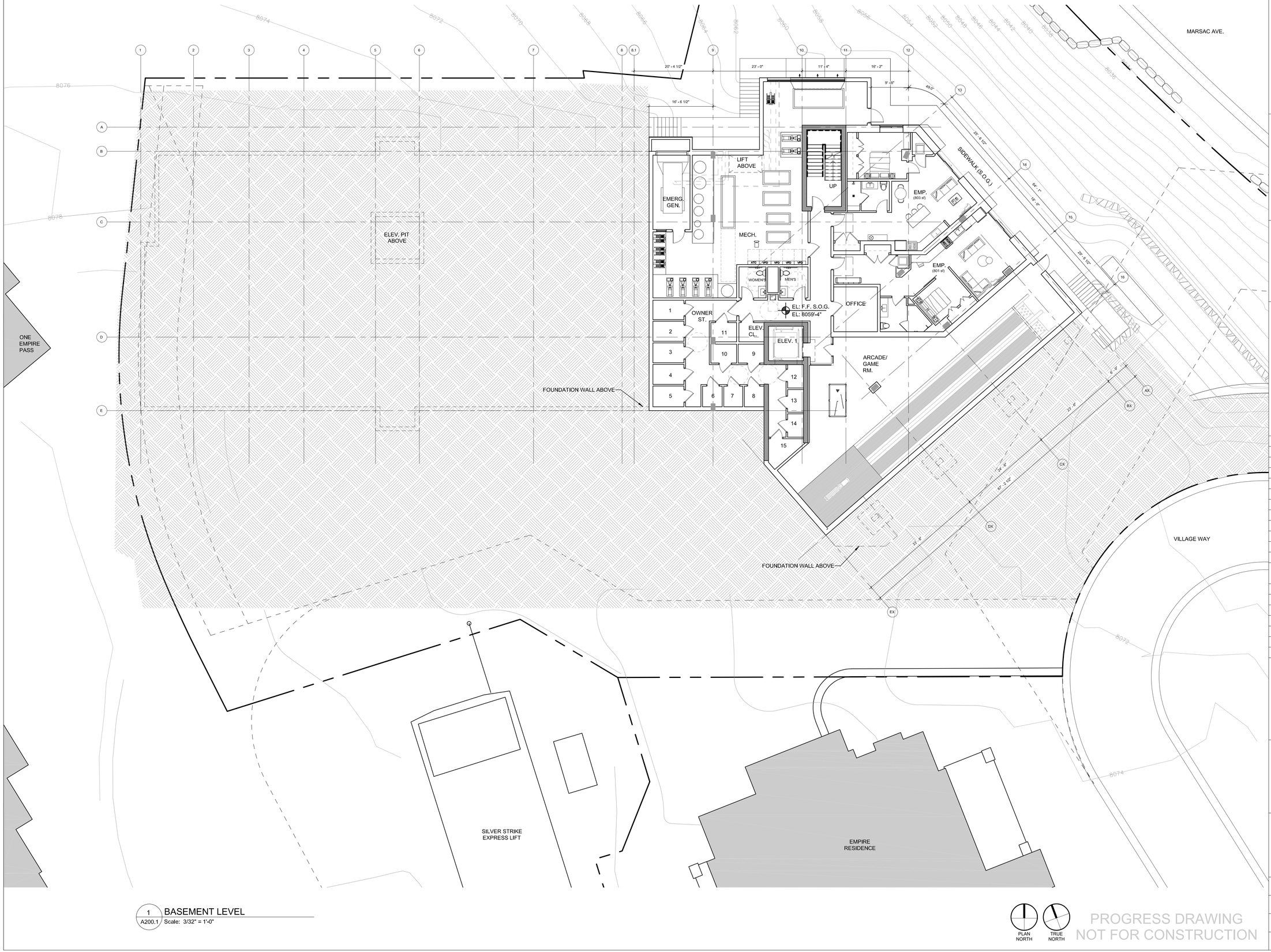
Project Title

ARGENT

Sheet Title

SITE DETAILS

Scale N/A	Date 09/24/19
Drawn LT	Checked DN
Cad File	Sheet No. L400
Project No. 120917	



1 BASEMENT LEVEL
A200.1 Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

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Contact: Brad Welch

Plumbing Engineer
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Phone: 801.530.3148
Contact: Brad Welch

Electrical Engineer
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Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

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Project Title

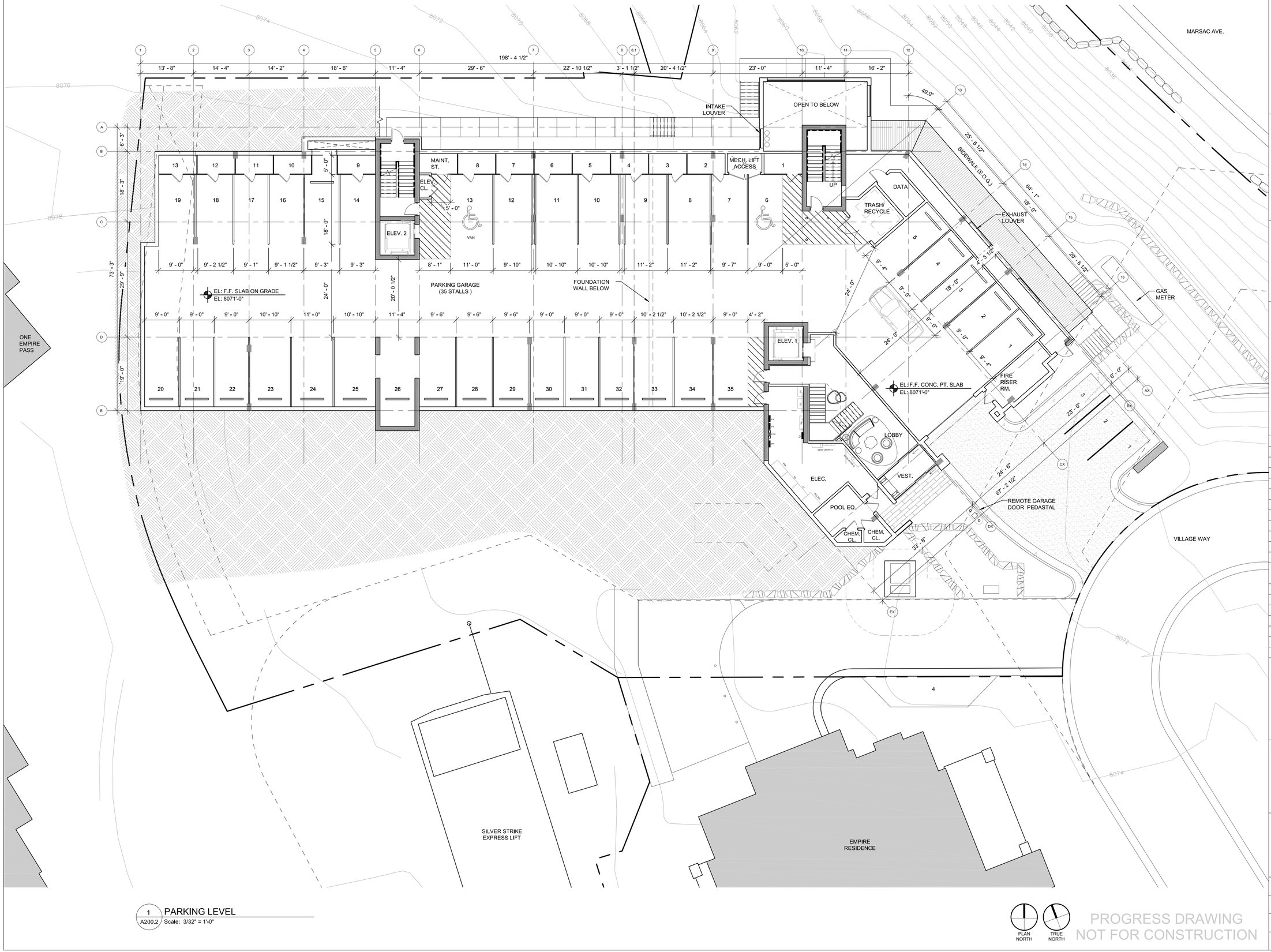
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

BASEMENT LEVEL PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A200.1



1 PARKING LEVEL
A200.2 Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

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Phone: 801.575.8877
Contact: Tait Ketcham

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Phone: 801.530.3148
Contact: Brad Welch

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Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

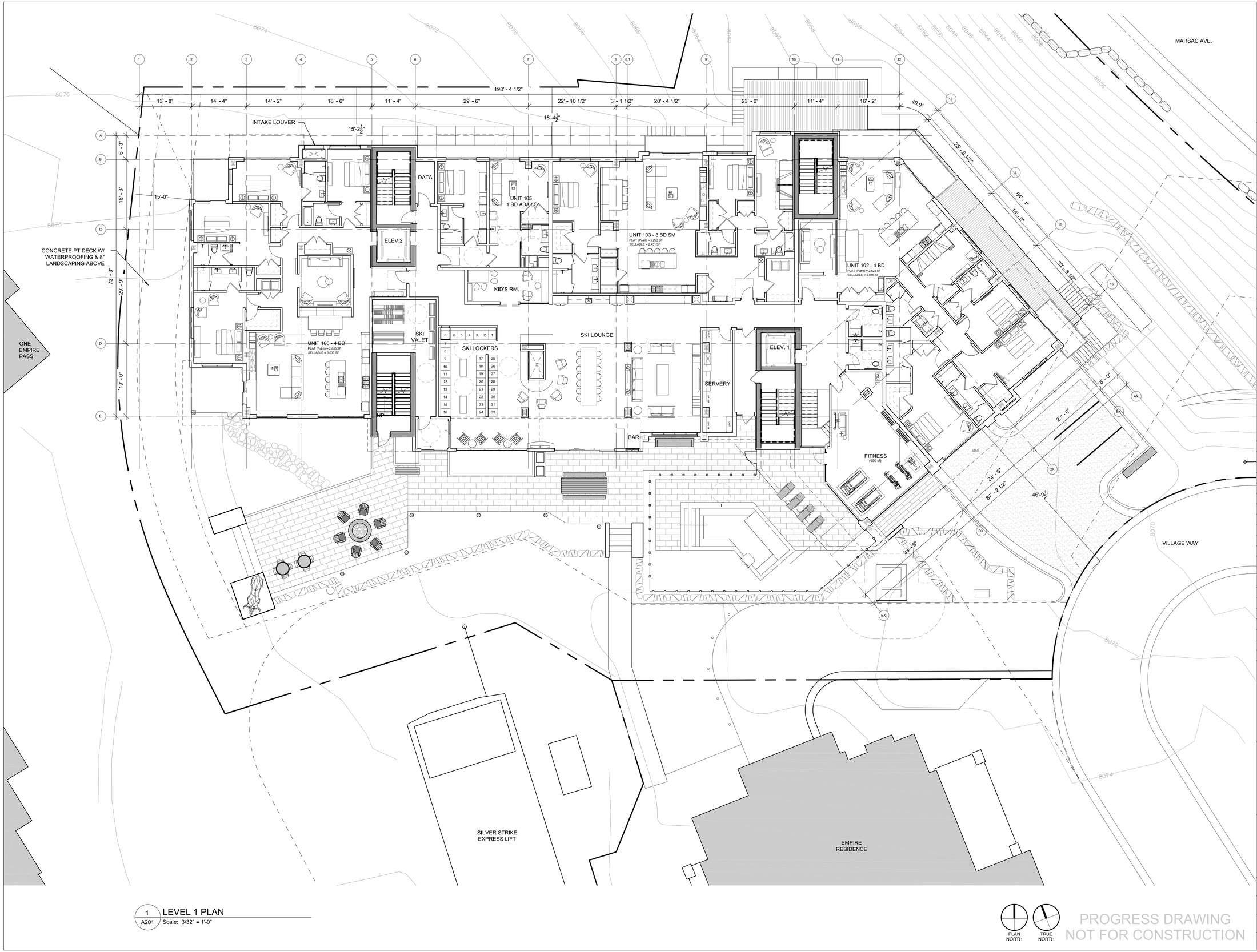
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

PARKING LEVEL PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A200.2



1 / A201 LEVEL 1 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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Project Title

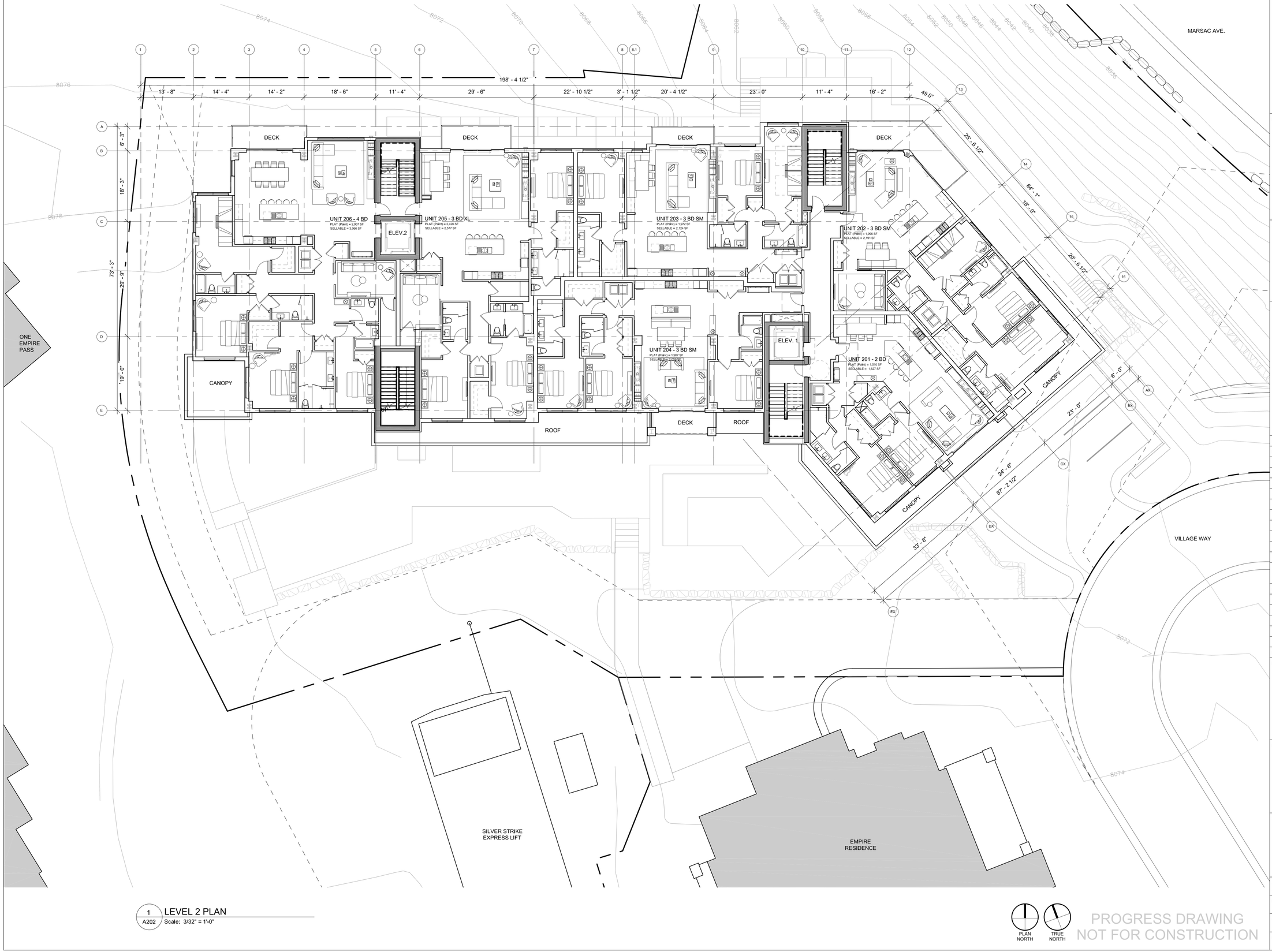
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 1 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A201



1 / A202 LEVEL 2 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

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Project Title

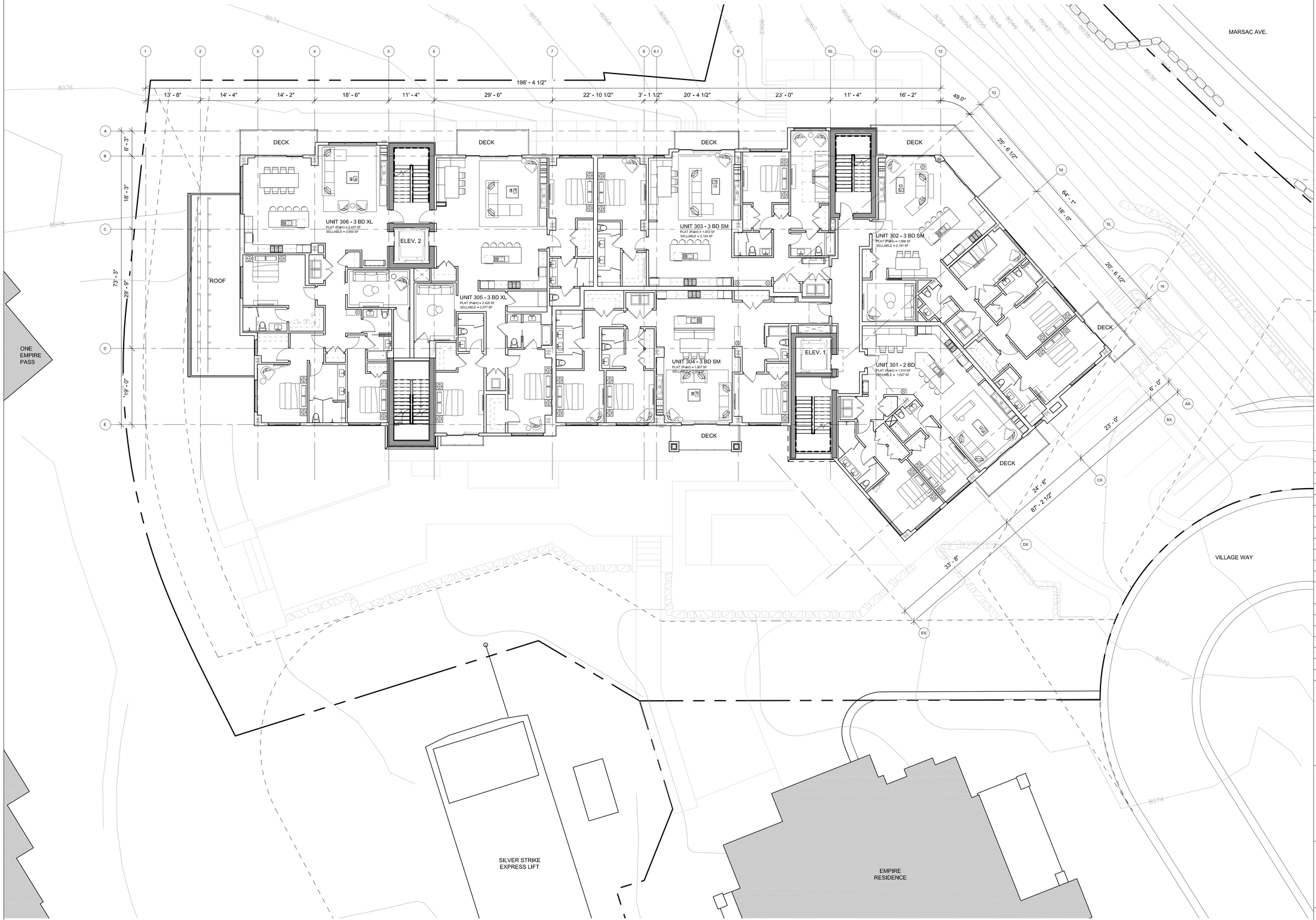
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 2 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A202



1 / A203 LEVEL 3 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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1	09.24.2019		CONDITIONAL USE PERMIT

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 3 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A203

1 / A204 LEVEL 4 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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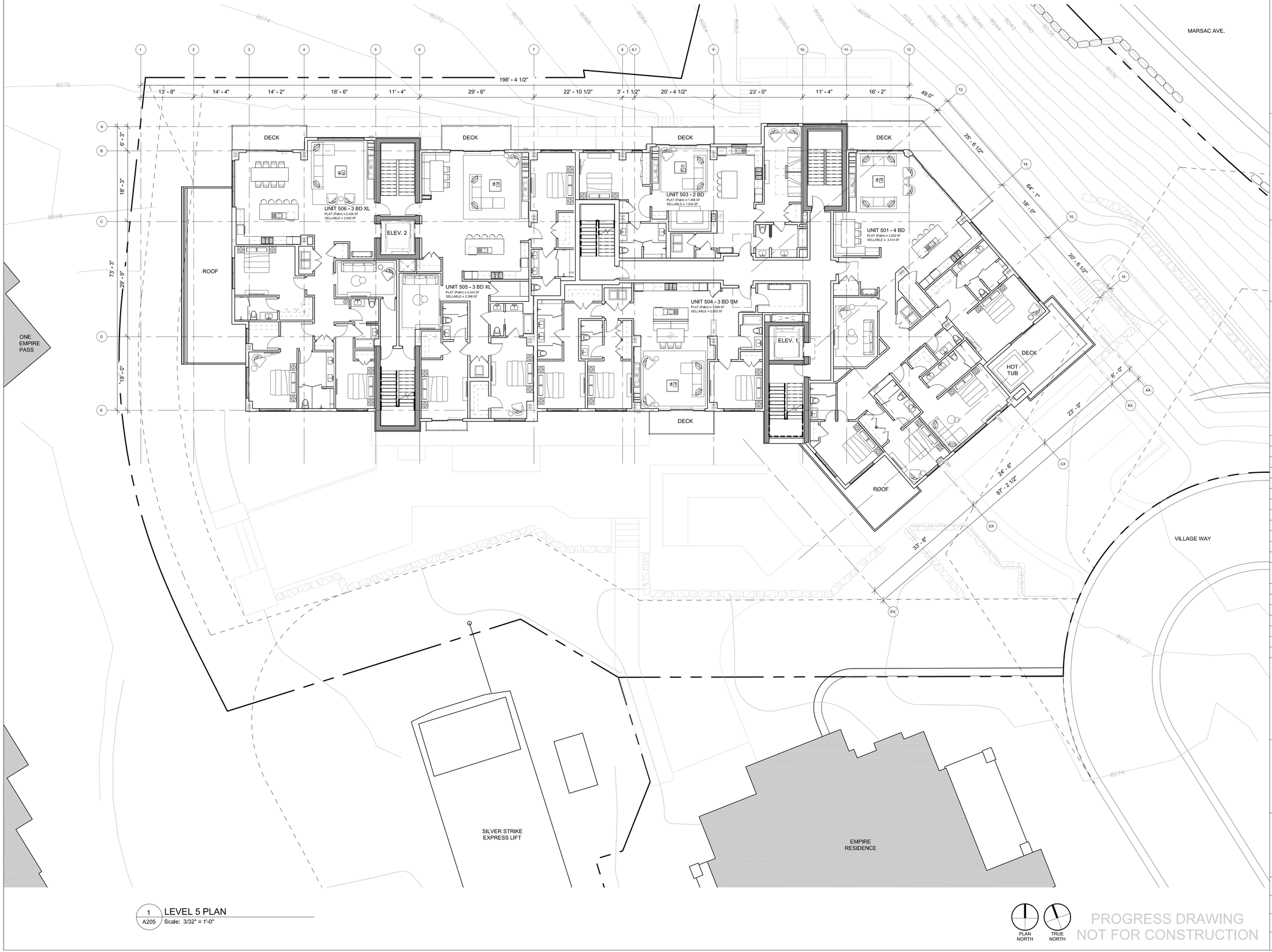
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 4 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A204



1 / A205 LEVEL 5 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

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Project Title

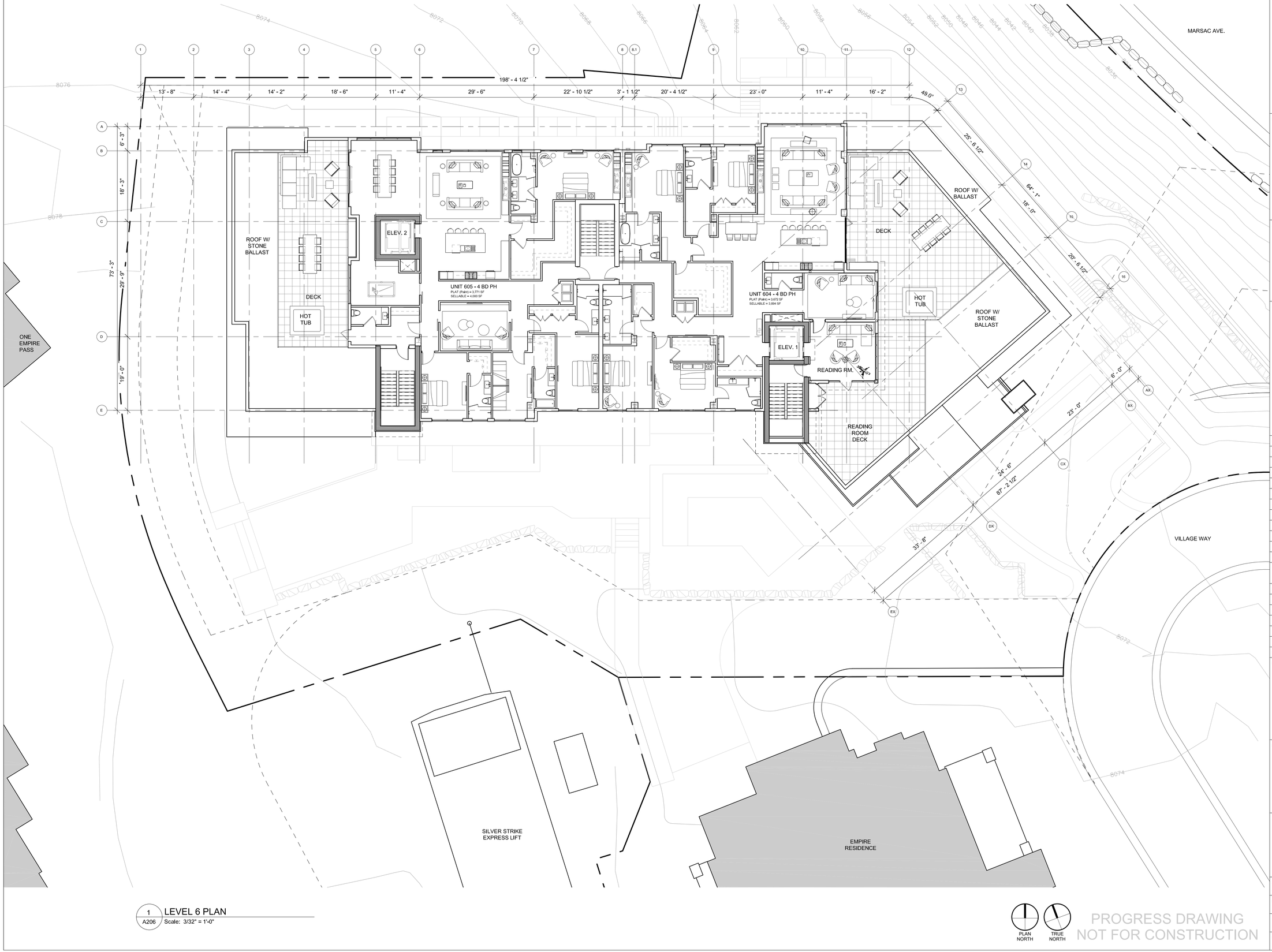
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 5 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A205



1 / A206 LEVEL 6 PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH

TRUE NORTH

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Project Title

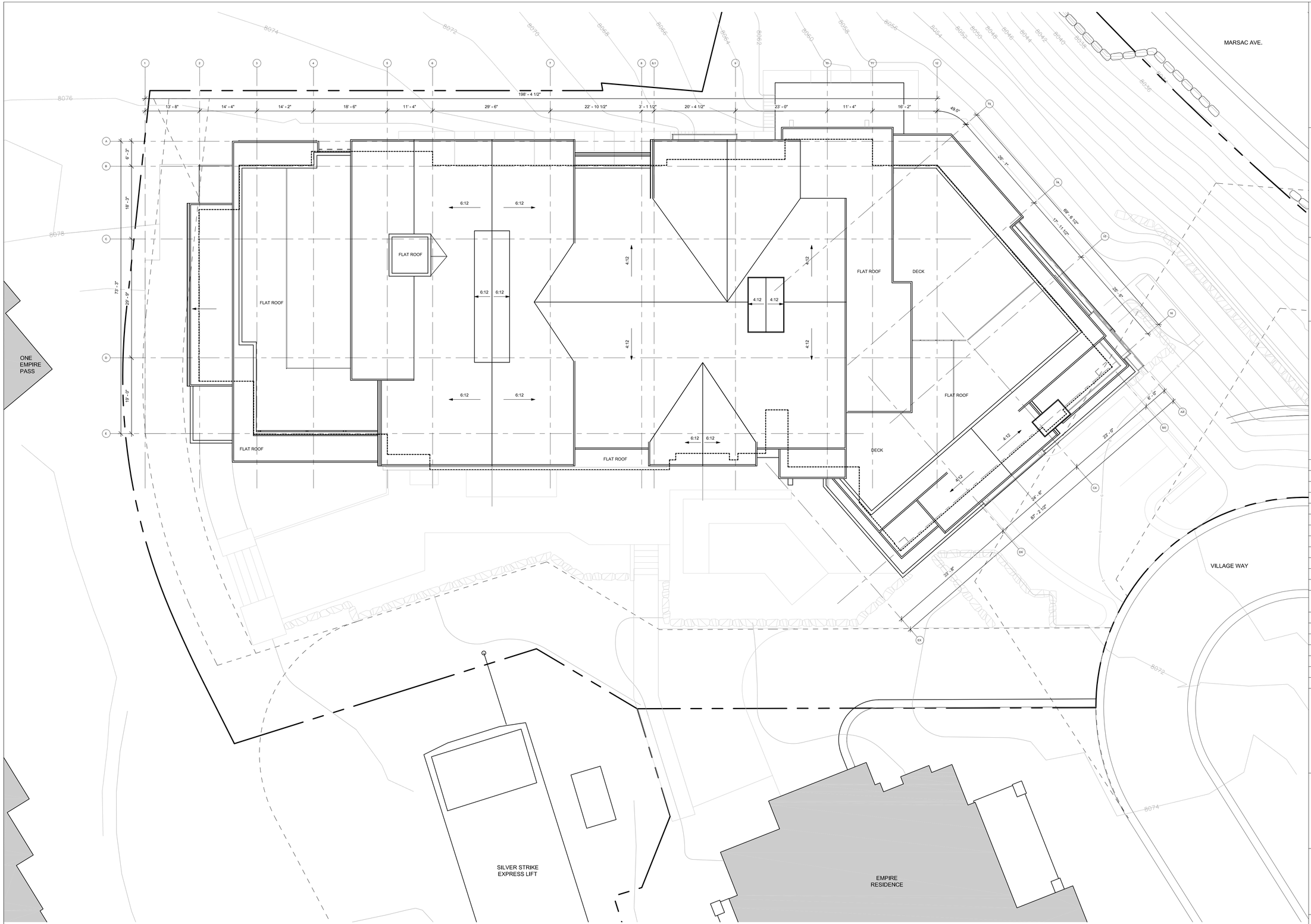
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

LEVEL 6 PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A206



1 / A207 ROOF PLAN
Scale: 3/32" = 1'-0"

PLAN NORTH
TRUE NORTH

PROGRESS DRAWING
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No.	Date	Approv.	Description

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

ROOF PLAN

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A207

3 A301 **South Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

2 A301 **South-East Elevation**
Scale: 3/32" = 1'-0"

1 A301 **Drive Entry Elevation**
Scale: 3/32" = 1'-0"

2019-09-26 11:44:13 AM

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No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A301
Project No. 120917	

3 A301 **South Elevation**
Scale: 3/32" = 1'-0"

2 A301 **South-East Elevation**
Scale: 3/32" = 1'-0"

1 A301 **Drive Entry Elevation**
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
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12. STANDING SEAM METAL ROOF

Client

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No.	Date	Approv.	Description

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Project Title

ARGENT AT EMPIRE PASS

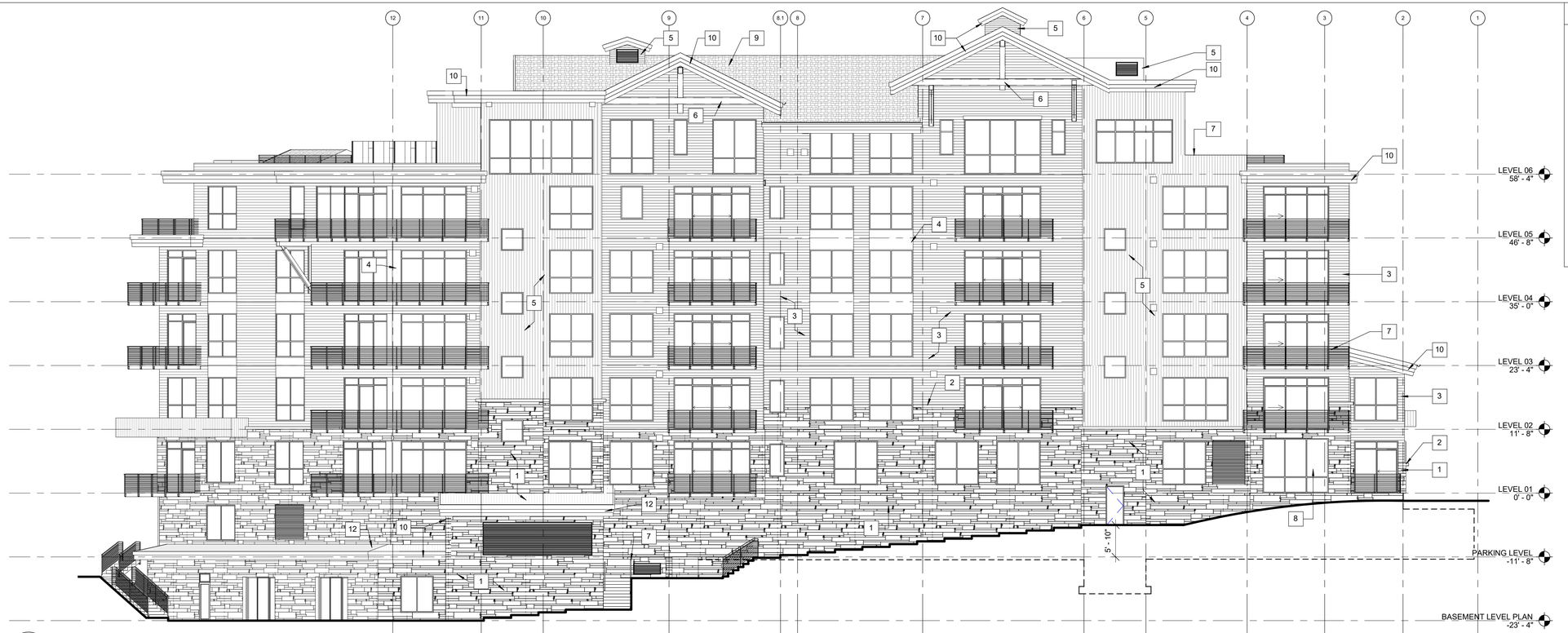
EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

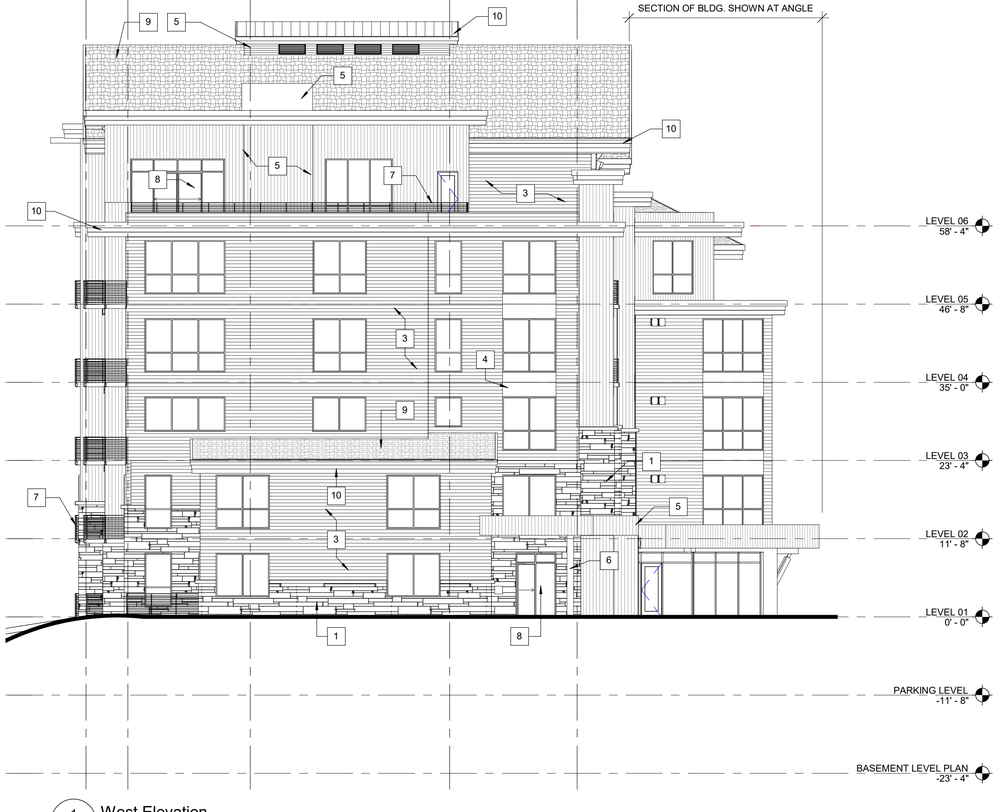
Scale: AS SHOWN	Date: 05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A301C
Project No. 120917	

2019-09-26 11:43:04 AM



3 A302 North Elevation
Scale: 3/32" = 1'-0"

2 A302 North-East Elevation
Scale: 3/32" = 1'-0"



1 A302 West Elevation
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

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Issues

No.	Date	Approv.	Description
1	09.24.2019		CONDITIONAL USE PERMIT

No.	Date	Approv.	Description

Revisions

Notes

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale	Date
AS SHOWN	05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A302
Project No. 120917	

2019-09-26 11:38:14 AM

3 A302 North Elevation
Scale: 3/32" = 1'-0"

2 A302 North-East Elevation
Scale: 3/32" = 1'-0"

1 A302 West Elevation
Scale: 3/32" = 1'-0"

KEYNOTES - EXTERIOR ELEVATIONS

1. 4" - 6" NATURAL STONE VENEER
2. 6" STONE SILL
3. FIBER CEMENT PANEL - HORIZONTAL (NICHIHA OR EQUAL)
4. INSULATED METAL PANEL
5. POWDER COATED CORRUGATED METAL PANEL
6. PAINTED STEEL BRACKETS
7. POWDER COATED STEEL RAILING
8. WOOD - ALUMINUM CLAD WINDOWS/DOORS W/ LOW E GLAZING
9. 40 YEAR ASPHALT SHINGLE
10. WOOD FASCIA
11. ALUMINUM STOREFRONT
12. STANDING SEAM METAL ROOF

Client

east west partners

Prime Consultant

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Seal

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

EXTERIOR ELEVATIONS

Scale	Date
AS SHOWN	05.15.2019
Drawn: SM	Checked
Cad File	Sheet No. A302C
Project No. 120917	

2019-09-26 11:36:49 AM

1
2
3
4
5
6
7
8
8.1
9
10
11
12
14
15
16
UNIT 605
605
(3769 SF)
UNIT 604
604
(3674 SF)
15' - 2 1/2"
UNIT 506
506
(2459 SF)
UNIT 505
505
(2451 SF)
UNIT 503
503
(1499 SF)
UNIT 501
501
(3206 SF)
UNIT 406
406
(2463 SF)
UNIT 405
405
(2437 SF)
UNIT 403
403
(1981 SF)
UNIT 402
402
(1994 SF)
UNIT 306
306
(2455 SF)
UNIT 305
305
(2430 SF)
UNIT 303
303
(1977 SF)
UNIT 302
302
(1990 SF)
UNIT 206
206
(2907 SF)
UNIT 205
205
(2429 SF)
UNIT 203
203
(1979 SF)
UNIT 202
202
(1987 SF)
UNIT 106
106
(2836 SF)
ADA UNIT 105
105
(801 SF)
UNIT 103
103
(2294 SF)
UNIT 102
102
(2590 SF)
SKI EASEMENT
CONT. FOUNDATION DRAIN & DRAINAGE GRAVEL WRAPPED IN FILTER FABRIC (TYP.)
LEVEL 06
58' - 4"
LEVEL 05
46' - 8"
LEVEL 04
35' - 0"
LEVEL 03
23' - 4"
LEVEL 02
11' - 8"
LEVEL 01
0' - 0"
PARKING LEVEL
-11' - 8"
BASEMENT LEVEL PLAN
-23' - 4"
11' - 8"
11' - 8"
11' - 8

1 / A501 SOUTH ELEV. - VOLUMETRIC COMPLIANCE DIAGRAM
Scale: 3/32" = 1'-0"

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

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Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

SOUTH ELEVATION MASSING DIAGRAM

Scale	Date
AS NOTED	
Drawn	Checked
Cad File	Sheet No.
Project No. 120917	A501

1 / A502 NORTH ELEV. - VOLUMETRIC COMPLIANCE DIAGRAM

Scale: 3/32" = 1'-0"

PROGRESS DRAWING
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Project Title

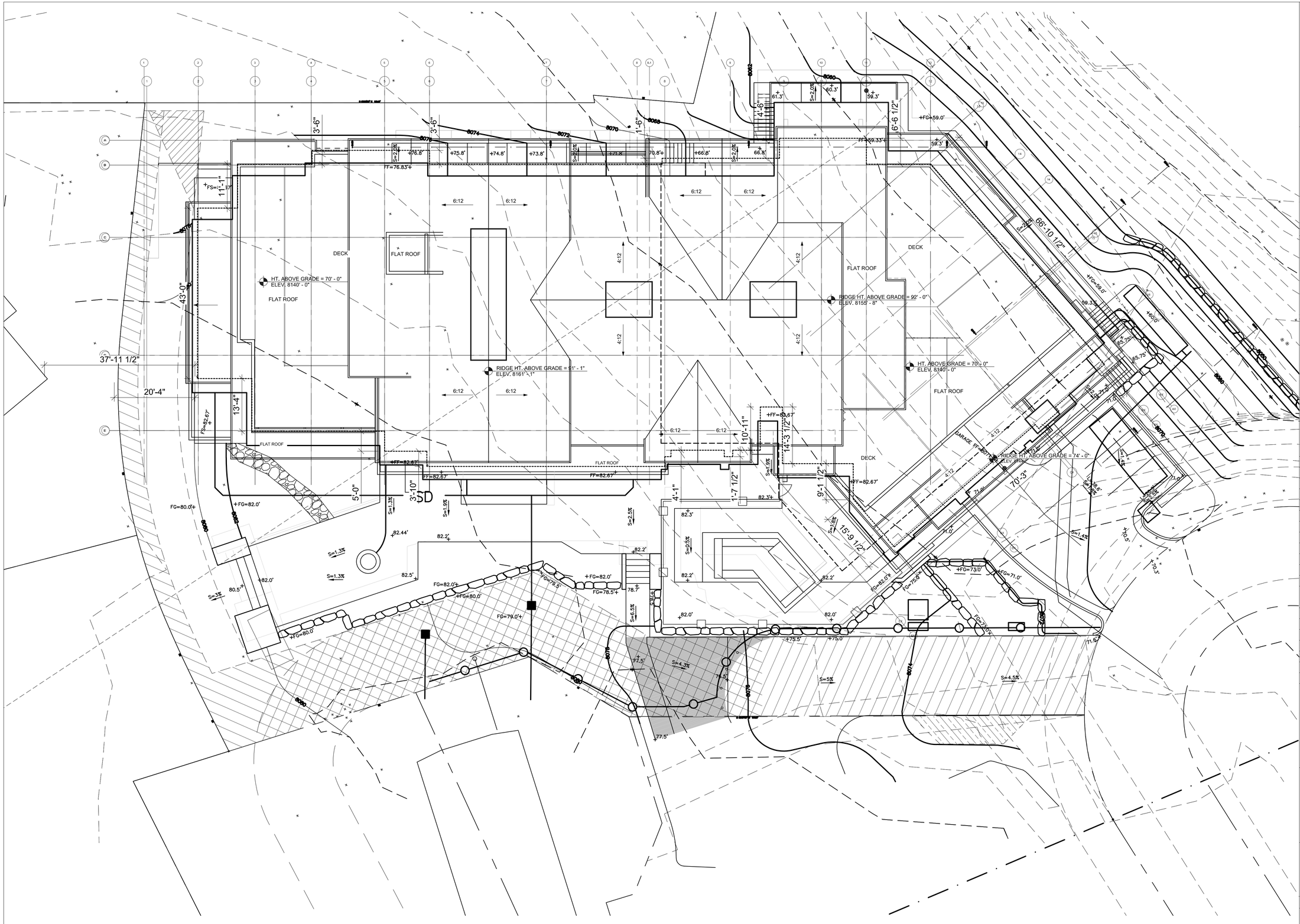
ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

NORTH ELEVATION MASSING DIAGRAM

Scale: AS NOTED	Date
Drawn	Checked
Cad File	Sheet No. A502
Project No. 120917	



1 A503 ROOF PLAN W/ BLDG. OUTLINE AT GRADE
Scale: 3/32" = 1'-0"

PLAN NORTH
TRUE NORTH

PROGRESS DRAWING
NOT FOR CONSTRUCTION

Client

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Project Title

ARGENT AT EMPIRE PASS

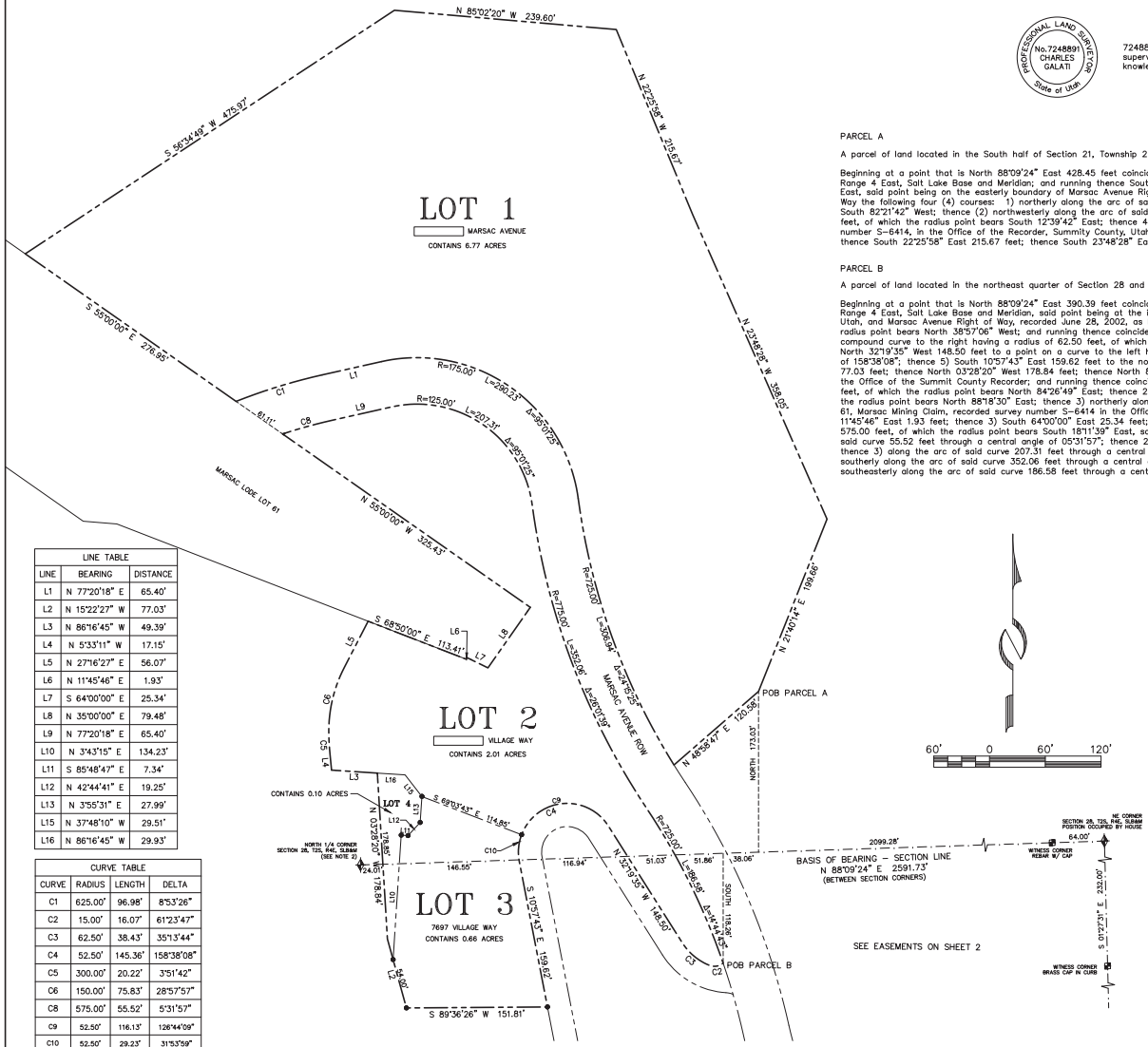
EMPIRE PASS LOT 2

Sheet Title

ROOF PLAN W/ BLDG. OUTLINE AT GRADE

Scale AS NOTED	Date
Drawn	Checked
Cad File	Sheet No. A503
Project No. 120917	

EXHIBIT D



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°20'18" E	65.40'
L2	N 15°22'27" W	77.03'
L3	N 86°16'45" W	49.39'
L4	N 5°33'11" W	17.15'
L5	N 27°16'27" E	56.07'
L6	N 11°45'46" E	1.93'
L7	S 64°00'00" E	25.34'
L8	N 35°00'00" E	79.48'
L9	N 77°20'18" E	65.40'
L10	N 3°43'15" E	134.23'
L11	S 85°48'47" E	7.34'
L12	N 42°44'41" E	19.25'
L13	N 3°55'31" E	27.99'
L15	N 37°48'10" W	29.51'
L16	N 86°16'45" W	29.93'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	625.00'	96.98'	8°53'26"
C2	15.00'	16.07'	61°23'47"
C3	62.50'	38.43'	35°13'44"
C4	52.50'	145.36'	158°38'08"
C5	300.00'	20.22'	3°51'42"
C6	150.00'	75.83'	28°57'57"
C8	575.00'	55.52'	5°31'57"
C9	52.50'	116.13'	126°44'09"
C10	52.50'	29.23'	31°53'59"

LEGEND

● Set 5/8" rebar w/cap, "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

Street Address

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that 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.

BOUNDARY DESCRIPTION

PARCEL A

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

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

PARCEL B

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

Beginning at a point that is North 88°09'24" East 390.39 feet coincident with the section line and South 118.26 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following five (5) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 145.36 feet through a central angle of 158°38'08"; thence 5) South 10°57'43" East 159.62 feet to the northerly boundary of Lot 8, The Village At Empire Pass, Phase 1; thence coincident with said Lot 8 South 89°36'26" West 151.81 feet; thence North 15°22'27" West 77.03 feet; thence North 03°28'20" West 178.84 feet; thence North 86°16'45" West 49.39 feet, said point being on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 746744 in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 26°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

REDUS Park City LLC, a Delaware limited liability company

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:
ss:
County of _____:

On this _____ day of _____ 2017, David Ash personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, David Ash acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name
Residing in: _____
My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that EMPIRE RESIDENCES, LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

EMPIRE RESIDENCES LLC, a Delaware limited liability company

By: EMPIRE RESIDENCES LLC, a Delaware limited liability company Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:
ss:
County of _____:

On this _____ day of _____, 2017, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Harrison Horn acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name
Residing in: _____
My commission expires: _____

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2017
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____
DAY OF _____, 2017
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY
OF _____, 2017
BY _____
PARK CITY RECORDER

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

TES:

This plat is subject to the Conditions of Approval in Ordinance 2017-____.

The position of the north ¼ corner of Section 28, Township 2 South Range 4 East SLBM, as shown on this survey, is from the dependent re-survey of Section 28, 29, 31, 22 & 33 performed by Robinson, Blehn & Blehn Inc. in 2000 (Rec.# S-3819, Summit County Recorder's Office).

Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.

A declaration of condominium and a record condominium map will be required for the purpose of the sale of individual units within the development lots shown hereon.

The lots described on this plat are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of May 2, 2007, and recorded on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Payment and Development Covenants, recorded October 4, 2016, as Entry No. 01055133 in the official records of the Summit County Recorder, as amended, Lot 3 has been allocated the right to develop 24.5 Unit Equivalents within no more than 21 dwelling units and the obligation to locate 1.1 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Lot 2 has been allocated the obligation to locate 2.0 Affordable Unit Equivalents thereon and Lot 1 has no on-site affordable housing obligations. The allocation of Unit Equivalents to Lot 2 and Lot 1 may be done at a future date by a separate recorded document. No Unit Equivalents will be allocated to Lot 4, which is to be used in connection with resort and similar activities. No lot within this plat has been allocated any commercial Unit Equivalents.

The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.

Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.

The owner of Lot 3 hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20') of Lot 3, as depicted on this plat as the "Cable UDOT Setback" for the benefit of Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.

This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:

a. Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plat.

b. Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office; potentially affects Lot 2 and Lot 3.

c. Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office, affects Lot 2.

d. Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office, affects Lot 2.

e. Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office, affects Lot 3.

f. Reciprocal Easement Agreement (Resort and Access) to be recorded in advance of or contemporaneously with this plat in the Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.

Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.

The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.

A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association along the frontage of all lots.

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by The Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.

A UDOT Conditional Access Permit or city permit, depending upon the ownership of Marsac Avenue, will be required prior to construction on Lot 1 and for vehicle access to Lot 2 directly from Marsac Avenue.

Fire sprinklers will be required within all dwellings constructed on the lots.

Ski Easement Note: 5' Ski and Pedestrian Easement in favor of Lot 4 for resort operations and trail maintenance and for purpose of providing property owners, invitees and guests of One Empire Pass Condominium with ski and pedestrian access to and from adjoining skiways.

Ski Buffer Note: 10' Skiway Buffer Zone in favor of Lot 4 providing that without prior written consent of owner of Lot 4:

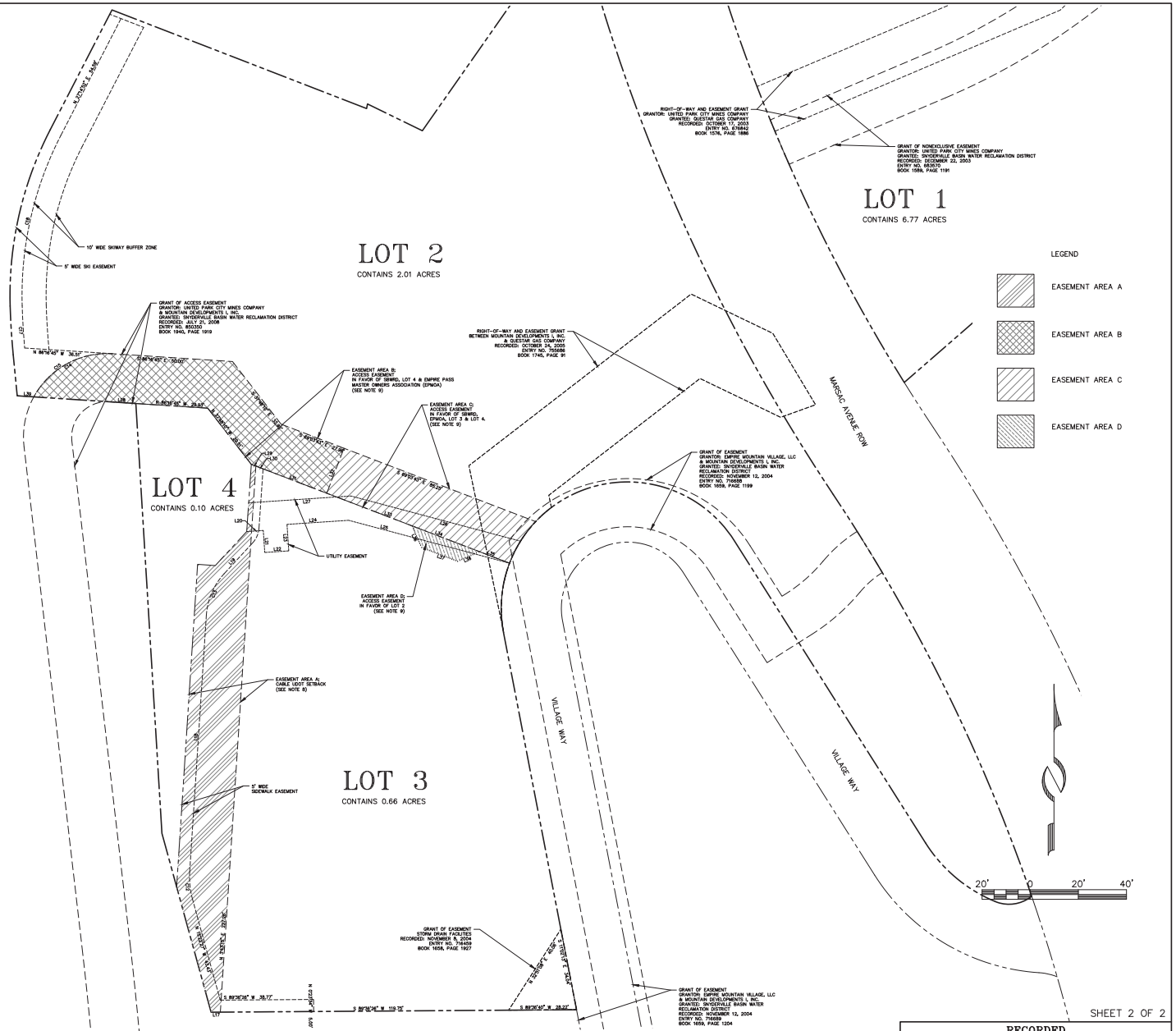
a. no above-ground building or landscaping obstructions may be constructed in the Skiway Buffer Zone.

b. no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone.

The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of VEPWS Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.

The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.

At the time of plat recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. Future land uses on Lot 1 shall conform to requirements of applicable zoning regulations for the different portions on the property.



SHEET 2 OF 2

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

(435) 649-9467
ULTING ENGINEERS LAND PLANNERS SURVEYORS
n Street P.O. Box 2664 Park City, Utah 84060-2664

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

375

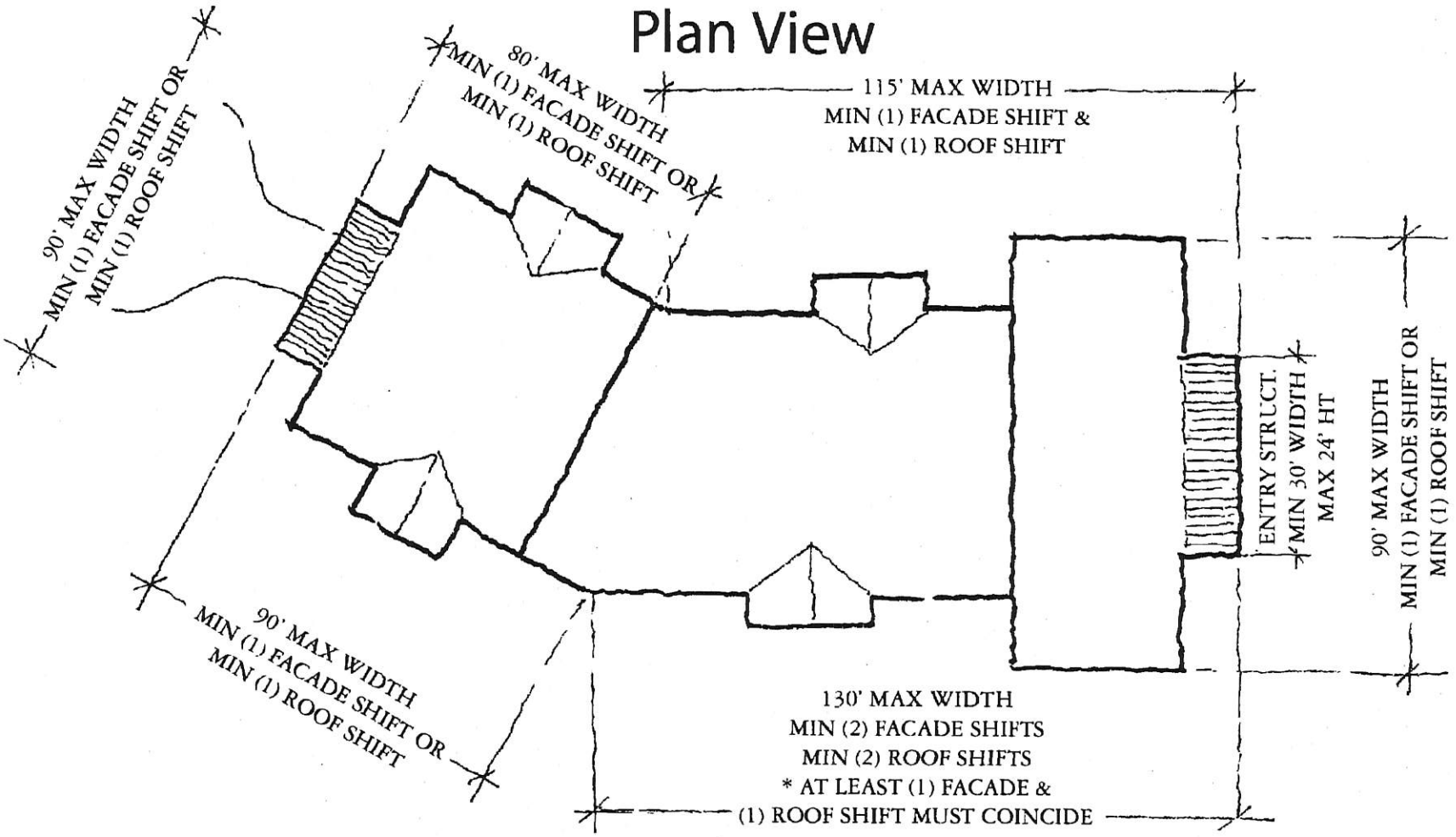
Exhibit E

Village at Empire Pass MPD approval July 28, 2004 (link)

Exhibit F

Development Agreement (2007) (link)

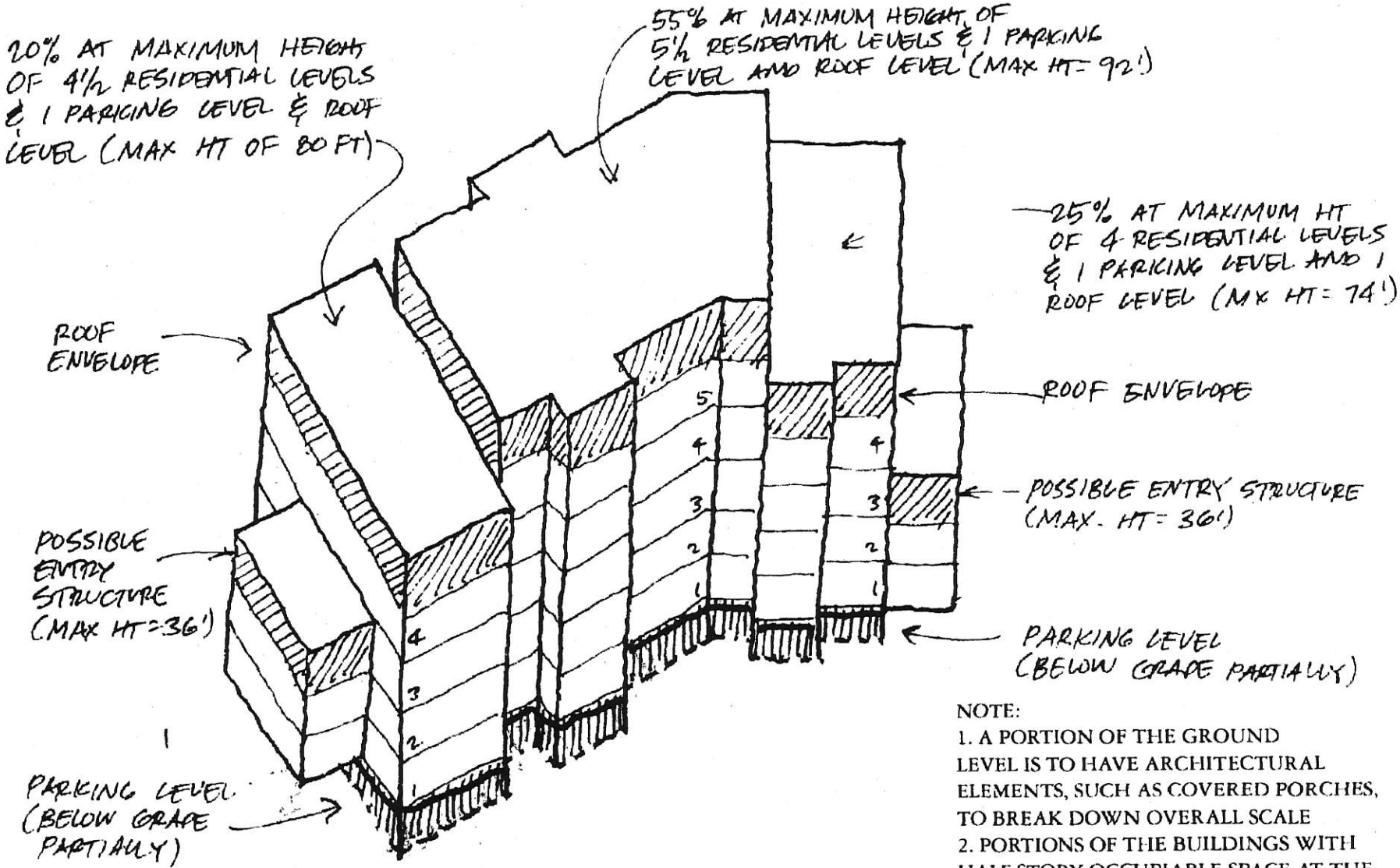
Building 4 Volumetrics
Plan View



NOTES:
1. WHERE (1) FACADE SHIFT IS REQUIRED IT MUST BE >10'
2. WHERE (2) FACADE SHIFTS ARE REQUIRED THE SUM TOTAL MUST BE >16'
3. WHEN BUILDING LENGTH EXCEEDS 120' AT LEAST (1) FACADE AND (1) ROOF SHIFT MUST COINCIDE

JUNE 17, 2004

Building 4 Volumetrics
Isometric View



NOTE:
1. A PORTION OF THE GROUND LEVEL IS TO HAVE ARCHITECTURAL ELEMENTS, SUCH AS COVERED PORCHES, TO BREAK DOWN OVERALL SCALE
2. PORTIONS OF THE BUILDINGS WITH HALF STORY OCCUPIABLE SPACE AT THE TOP FLOOR TO HAVE 6' HIGH STEMWALL

JUNE 17, 2004

Master Plan - Summer

May 6, 2004

HART HOWERTON

THE VILLAGE AT EMPIRE PASS

Park City, Utah

POD B1

POD A

PRIMARY ACCESS

SECONDARY ACCESS

NORTHSIDE LIFT

MTN. DAISY

BANNER

ST. BOULDER

381

SIDEWINDER

BLUE BELL

ONTARIO
MINE #3

100 0 100 200 FEET

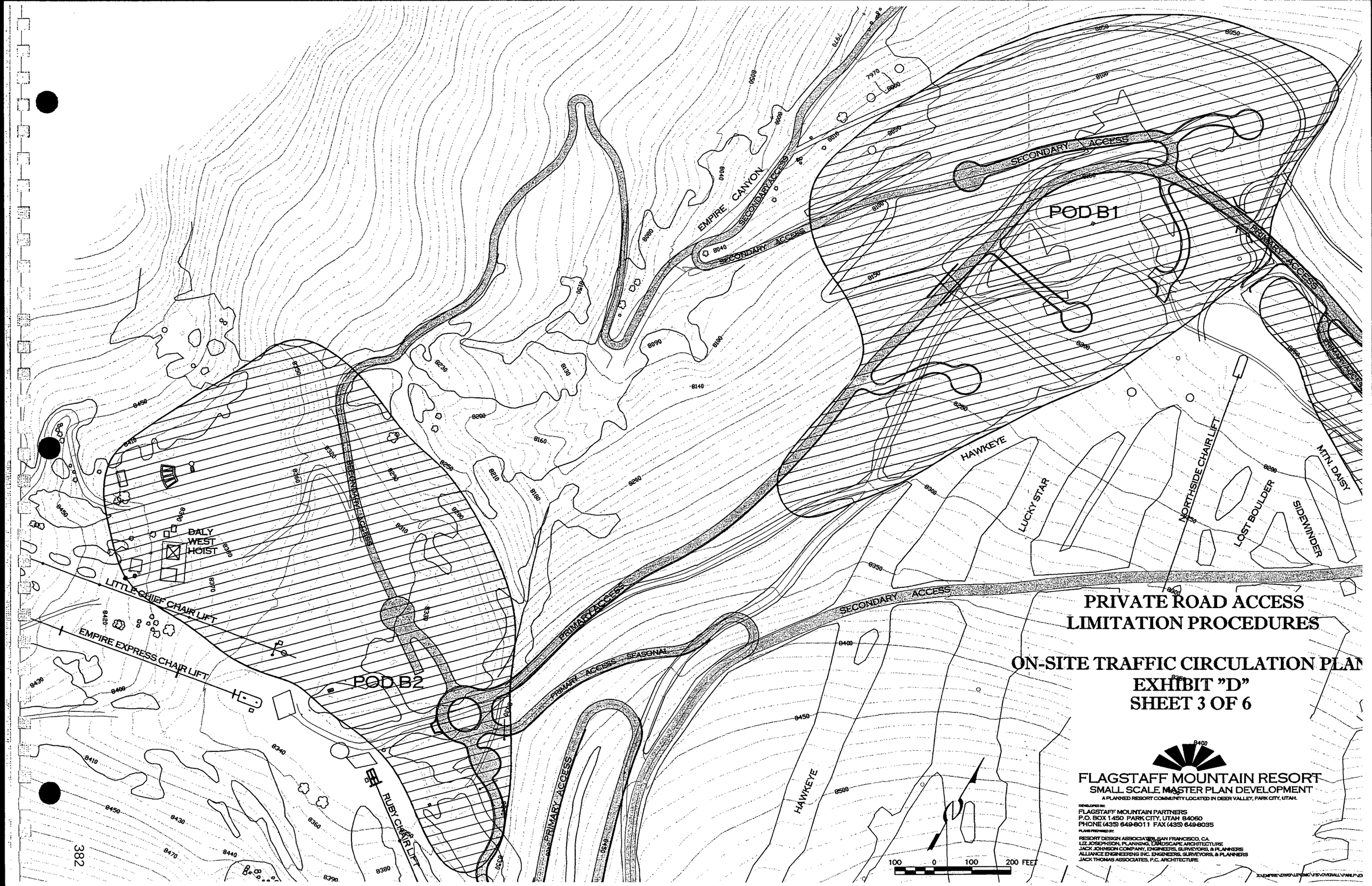
PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN
EXHIBIT "D"
SHEET 2 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
RESORT DESIGN ASSOCIATES, SAN FRANCISCO, CA.
LIZ JOSEPHSON, PLANNING, LANDSCAPE ARCHITECTURE
JACK JOHNSON COMPANY, ENGINEERS, SURVEYORS, & PLANNERS
ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE



PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN
EXHIBIT "D"
SHEET 3 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

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ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE

POD B2

POD D

LUCKY JACK

PRIMARY ACCESS

SECONDARY ACCESS

BYPASS

RUSTY CHAIR LIFT

LUCKY STAR

LOST BOULDER

NORTHSIDE CHAIR LIFT

BLUE BELL

100 0 100 200 FEET

PRIVATE ROAD ACCESS LIMITATION PROCEDURES

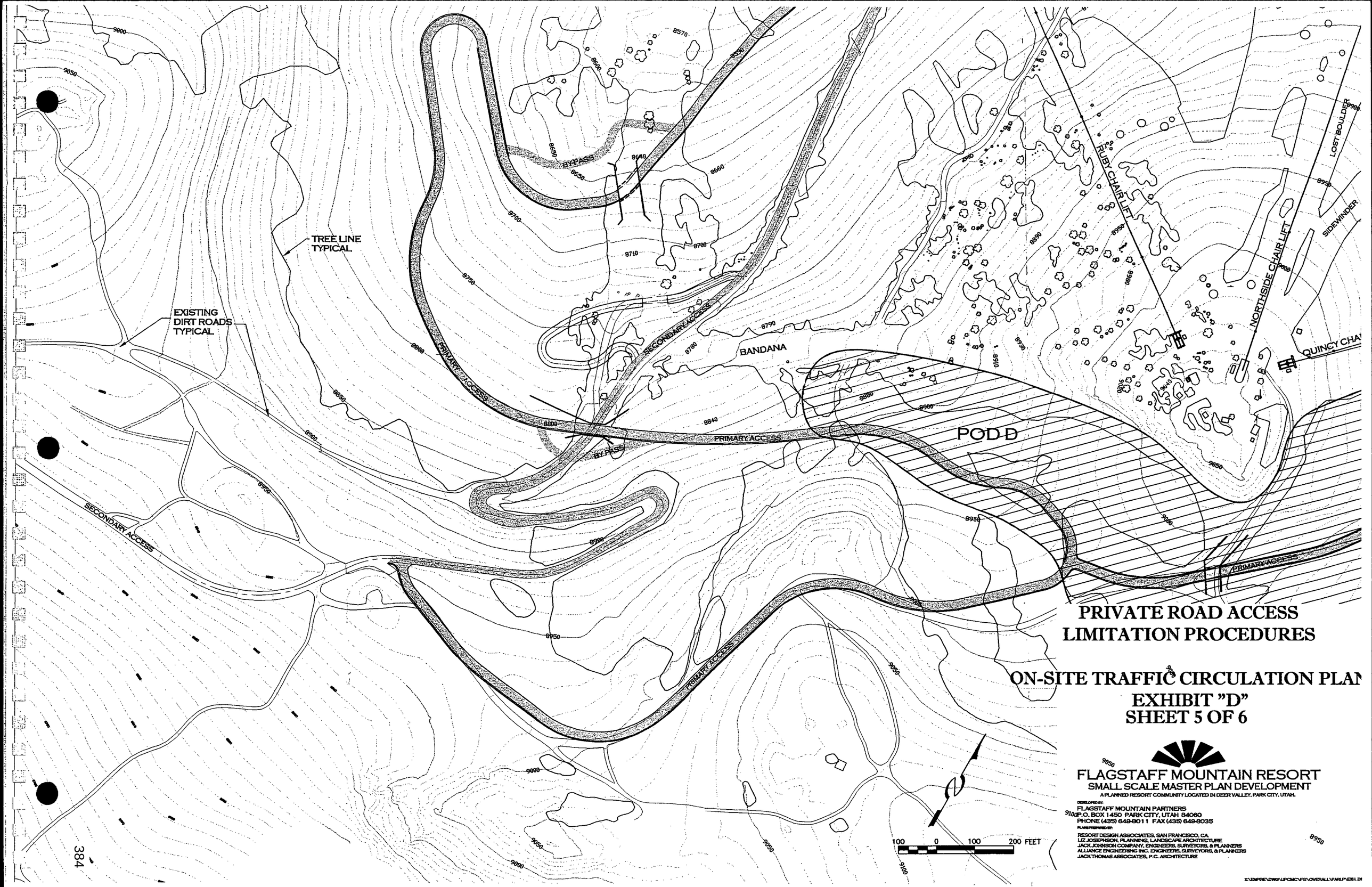
ON-SITE TRAFFIC CIRCULATION PLAN

EXHIBIT "D"
SHEET 4 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPER:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-8011 FAX (435) 649-8035

PLANS PREPARED BY:
RESORT DESIGN ASSOCIATES, SAN FRANCISCO, CA.
LIZ JOSEPHSON, PLANNING, LANDSCAPE ARCHITECTURE
JACK JOHNSON COMPANY, ENGINEERS, SURVEYORS, & PLANNERS
ALLIANCE ENGINEERING INC., ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE



PRIVATE ROAD ACCESS LIMITATION PROCEDURES

ON-SITE TRAFFIC CIRCULATION PLAN

EXHIBIT "D"
SHEET 5 OF 6

FLAGSTAFF MOUNTAIN RESORT
SMALL SCALE MASTER PLAN DEVELOPMENT
A PLANNED RESORT COMMUNITY LOCATED IN DEER VALLEY, PARK CITY, UTAH.

DEVELOPED BY:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450 PARK CITY, UTAH 84060
PHONE (435) 649-9011 FAX (435) 649-8035

PLANS PREPARED BY:
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JACK JOHNSON COMPANY, ENGINEERS, SURVEYORS, & PLANNERS
ALLIANCE ENGINEERING INC. ENGINEERS, SURVEYORS, & PLANNERS
JACK THOMAS ASSOCIATES, P.C. ARCHITECTURE

X:\EMPIRE\DWG\UPDMC\FS\OVERALL\PARLPVEH.DI

Exhibit J

Technical Reports (link)

September 12, 2019

Memo to File

NOTICE OF PLANNING DIRECTOR DETERMINATION:

Project Address:	7677 Village Way
Project Description:	Planning Director Determination as to Property Sides for Irregularly Shaped Lot

ACTION TAKEN BY PLANNING DIRECTOR:
On September 12, 2019, the Planning Director made the following determination as to the property sides for the irregularly shaped lot at 7677 Village Way for purposes of determining Setbacks:

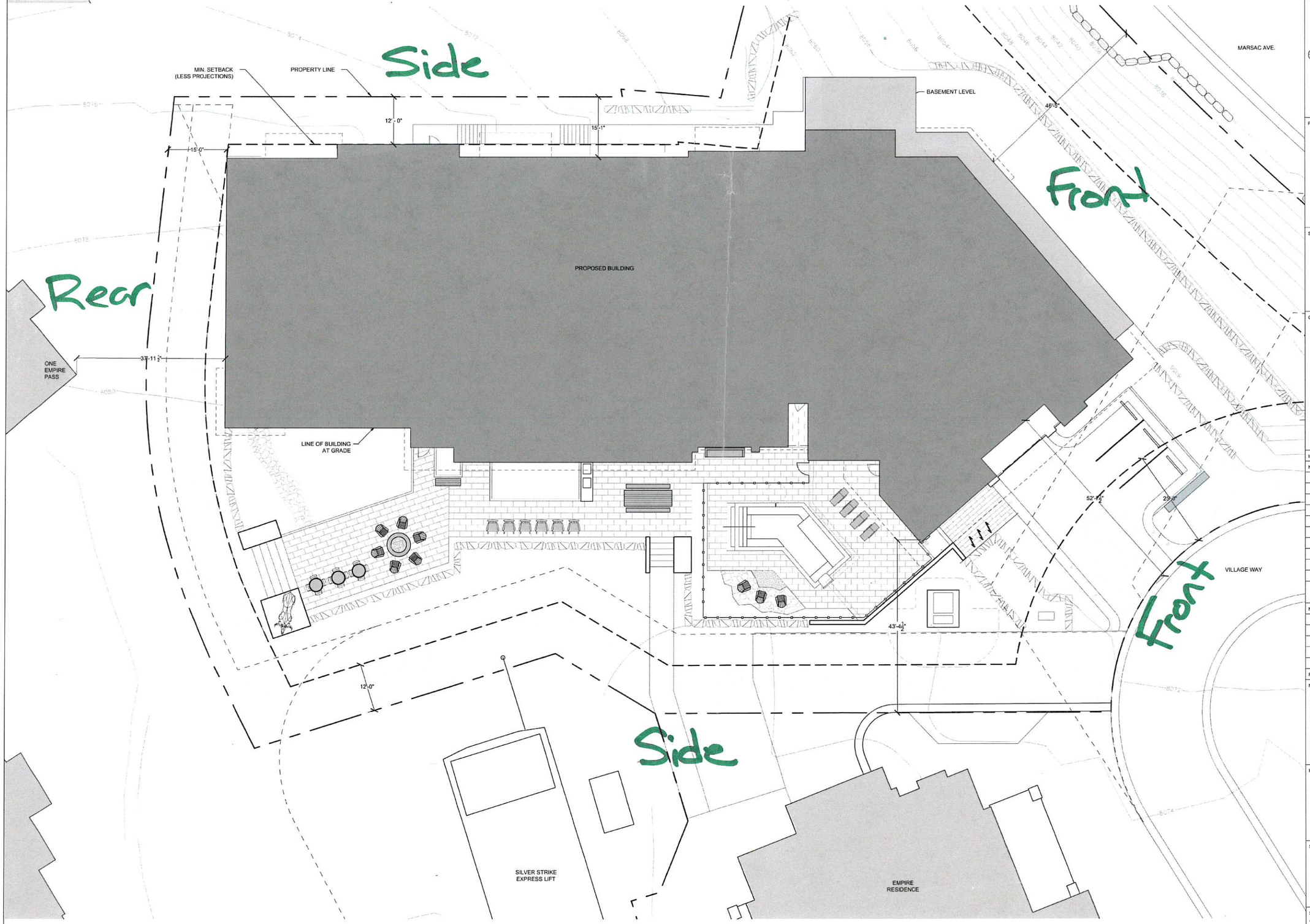
> *There are two Front Lot Lines, two Side Lot Lines and one Rear Lot Line as shown on the attached Architectural Site Plan.*

If you have any questions regarding this determination, please don't hesitate to contact the Planning Department at 435-615-5060.

Sincerely,

Bruce Erickson, AICP
Planning Director

CC: Alexandra Ananth, Senior Planner



1 A100 SITE PLAN
Scale: 3/32" = 1'-0"

PROGRESS DRAWING
NOT FOR CONSTRUCTION

15-4-17

Client
east west partners

Prime Consultant

IBI

IBI GROUP
10 Exchange Place, Suite 112
Salt Lake City, UT 84111 USA
tel 801 532 4233 fax 801 532 4231

Seal

Consultants

Landscape Architect
IBI Group
10 Exchange Place, Suite 112
Salt Lake City, Utah 84111
Phone: 801-532-4233
Contact: Dave Nicholas

Civil Engineer
Alliance Engineering Inc.
323 Main Street
Park City, UT 84060
Phone: 435.649.9467
Contact: Michael Demkowicz

Structural Engineer
Dunn Associates, Inc.
380 West 800 South Suite 100
Salt Lake City, UT 84101
Phone: 801.575.8877
Contact: Tait Ketcham

Mechanical Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Plumbing Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Electrical Engineer
VBFA
330 S 300 E
Salt Lake City, Utah 84111
Phone: 801.530.3148
Contact: Brad Welch

Issues

No.	Date	Approv.	Description

No.	Date	Approv.	Description

Revisions

Notes

This drawing, as an instrument of service, is the property of the Architect/Engineer and may not be reproduced without their permission and unless the reproduction carries their name. All design and other information shown on this drawing are for the use on the specified project only and shall not be used otherwise without written permission of the Architect/Engineer.

Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and the Architect/Engineer shall be informed of any variations from the dimensions and conditions shown on the drawing. Shop drawings shall be submitted to the Architect/Engineer for approval before proceeding with fabrication.

Project Title

ARGENT AT EMPIRE PASS

EMPIRE PASS LOT 2

Sheet Title

ARCHITECTURAL SITE PLAN

Scale: AS NOTED	Date
Drawn	Checked
Cad File	Sheet No. A100
Project No. 120917	

PARK CITY
1884
PLANNING DEPARTMENT

March 5, 2019

Richard Wagner
Jeff Butterworth
Storied Deer Valley LLC
PO Box 4349
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name	Residences at the Tower Condominiums plat
Project Number	PL-18-03975
Project Description	Condominium plat
Date of Action	February 28, 2019

Action Taken by City Council and Planning Commission: On February 13, 2019, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council on this plat. On February 28, 2019, the City Council conducted a public hearing and voted (3-2) to APPROVE the proposed Residences at the Tower Condominium plat located at 8680 Empire Club Drive pursuant to the following:

Findings of Fact

1. Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, as well as 1 ADA unit and 1 deed restricted affordable unit, a police substation and the private Talisker Club located on Lot 9 of the First Amended Village at Empire Pass Phase I subdivision.
2. Lot 9 is located in the RD-MPD zoning district and contains 1.53 acres and is addressed as 8680 Empire Club Drive.
3. Access to the property is from Village Way and Empire Club Drive, which are both private streets.
4. Lot 9 is currently partially developed with the private Talisker Club that includes dining and other indoor and outdoor amenities for members.
5. The market rate multi-family residential units range in size from 1,806 sf to 4,229 sf with an average unit size of 3,032 sf. The 737 sf ADA unit is required to be identified as common area. The 737 sf EHU is also platted as common area.

6. A 509 sf police sub-station, platted as commercial area, is proposed on the lower level as a requirement of the Emergency Response Plan Exhibit #7 of the Flagstaff Development Agreement.
7. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007, as well as associated Technical Reports.
8. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
9. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60, and PUD units are included in the totals for multi-family units.
10. To date 509 multi-family units (757.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within Pods A, B1 and B2 (according to current tabulations). This number includes the 70 units noted in the plat notes for the B2 East subdivision and also includes Empire Residence CUP units currently under construction as Building 3 and Moon Shadow Condominiums for 8 PUD units pending plat recordation). This number also includes all of the Larkspur Townhomes, including Larkspur Townhomes 6 which condominium plat is currently under review.
11. Constructed lodge style buildings include Shooting Star, One Empire Pass, Silver Strike, Flagstaff, Arrow Leaf A and B, Grand Lodge and Ironwood. Lodge buildings still to be approved within Pod A are: Building 1- Residences at the Tower (subject property) and Building 4. The Empire Residences (Lodge Building 3) are currently under construction.
12. There is sufficient density remaining within Amended Agreement and VEP MPD for the proposed 14 multi-family units (21.227 UE).
13. Amended Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. A total of 94.175 off-mountain AUE and 24.725 on-mountain AUE are required. Off-mountain housing has been satisfied. On-mountain housing is partially complete with 16.675 AUE built and 8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.
14. Lodge Building 1 was assigned 0.75 AUE (600 sf) per the Developer at time of sale.
15. The proposed affordable unit consists of 737 sf (0.921 AUE) (not including dedicated storage areas located separate from the unit) platted as common area and shall be deed restricted per requirements of the Housing Resolution prior to plat recordation.
16. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area for Lodge Buildings grouped around the Silver Strike lift and ski runs, various townhouses making up a second tier of units, with PUD style detached units and single family lots on the perimeter. A common amenity building, known as the Tower Club, was central to the VEP MPD. A common mail area, indoor and outdoor recreation facilities, pedestrian

connections and transportation pick-up/drop-off area were included. The VEP MPD also approved heights and Volumetrics for the Lodge buildings.

17. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
18. On April 13, 2005, the Planning Commission approved the Tower Club Phase I CUP consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in 2005 and 2006.
19. On February 13, 2008, the Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by the Planning Commission on March 11, 2009. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE) from the 2008 approval.
20. On January 6, 2011, the City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on January 4, 2012.
21. On December 14, 2016, the Planning Commission approved an amendment to the Tower Club Phase I CUP to allow a 1,115 sf expansion of the private dining area, as well as expanded outdoor patio area, 1,000 sf of expanded basement area for accessory uses. The CUP expansion increased the MPD Resort Support Commercial on Lot 9 to 3,379 sf. Construction of the expansion was completed in 2018. The building currently consists of 10,995 sf as indicated on the plans.
22. On October 9, 2018, the Planning Department received a complete application for a Condominium plat and a Conditional Use Permit for a fourteen (14) multi-family unit residential building to be located on Lot 9 of the First Amended Village at Empire Pass Phase One Subdivision.
23. The property is subject to subdivision plat notes that require compliance with the Amended Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20' snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership, and private club area.
25. The Amended Agreement allows a maximum of 75,000 sf of MPD Resort Support Commercial uses. Lot 9 currently is approved, with the Amended Tower Club CUP for 3,379 sf (kitchen, dining, small store) of MPD Resort Support Commercial Uses. Montage Resort was approved for 63,059 sf of MPD Resort Support Commercial and Grand Lodge was approved with 1,275 sf.

26. Total utilized MPD Resort Support Commercial Uses for this building, including this CUP expansion, is 5,803 sf (adding 2,424 sf of Resort Support Commercial uses for Spa, kitchen, and lounge).
27. There is sufficient MPD Resort Support Commercial remaining for the proposed private club expansion as 4,863 sf (according to current tabulations) remain if this project is approved. This space is identified on the plat as part of the Club Unit with additional lines and labels calling out the specific square feet of these areas. A table of the Resort Support Commercial space shall also be included on the plat.
28. The Emergency Response Plan requires a police sub-station to be dedicated within the Empire Club building in Pod A. The Plan calls for "a facility with 3 office spaces, approximately 12' by 12' each, with a combined square footage of not less than 500 sf, plus two reasonably proximate parking spaces". The unit is to be made available to Park City as an empty "white box" for no cost, and not subject to HOA dues or other assessments, as soon as occupancy permits are ready to be issued for the rest of the building and residential units. This space will be identified as a Commercial Unit specifically for the police substation that can be transferred to the City.
29. Guest amenity areas (pools and recreation areas, locker rooms, storage, club office and mechanical, entry areas, lobby and reception areas, lounge/après ski, restrooms, etc.) are proposed on the first, second and third levels. Common residential accessory uses do not require use of UEs. Total floor area of Club and residential guest accessory uses is 14,021 square feet.
30. Based on unit sizes, a minimum of 22 parking spaces are required when taking into consideration the 25% parking reduction (from the 29 required spaces) per the Flagstaff Development Agreement and MPD.
31. An underground parking structure provides 22 parking spaces, including 1 ADA spaces, as well as limited common storage areas for each unit. Two surface spaces are provided at the street for the police sub-station. One surface space will be provided for short term pick-up and drop-off.
32. Each unit has one assigned limited common parking space and the remaining spaces are common.
33. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Residences at the Tower Conditional Use Permit in terms of density, units, UE, building height, uses, setbacks, and parking.
34. The MPD requires Construction Mitigation Plans to be submitted with each CUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
35. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of the initial building permits within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
36. The condominium plat allows for the sale of individual units.

Conclusions of Law

1. There is good cause for this condominium plat.

2. The condominium plat is consistent with the 2007 Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass MPD, the First Amended Village at Empire Pass Phase 1 Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium 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 condominium plat for compliance with State law, the Land Management Code, 2007 amended Flagstaff Development Agreement, Village at Empire Pass MPD and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. Development within Empire Pass is governed by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.
5. The Agreement between the Empire Master Owner's Association and Park City attached at Exhibit B ("Agreement") to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby achieving substantial compliance with the Historic Preservation Plan for the time periods set forth herein. The Agreement shall be executed in full and ratified by the City Council prior to recordation of the Twisted Road Subdivision or other REDUS plat, whichever comes first.

6. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD), First Amended Village at Empire Pass Phase 1 Subdivision, and the Residences at the Tower Conditional Use Permit (CUP) apply to this plat.
7. All applicable required and recorded utility, access, snow storage, trails, etc. easements shall be indicated on this condominium plat prior to recordation and building permit issuance.
8. The plat shall note that public safety access and public utility easements are hereby dedicated for all private streets and that that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
9. This property is also subject to a Master Homeowners Association document and Maintenance Agreement for the Mountain Village, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
10. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
11. The deed restricted employee housing unit (EHU) shall be a minimum of 737 sf (0.921 AUE), exclusive of additional storage area to be dedicated to this unit. One AUE is equivalent to 800 sf according to the 2007 Development Agreement.
12. The EHU and ADA units shall be platted as common area.
13. A deed restriction for the EHU unit, acceptable to the City, shall be recorded with or prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the EHU is subject to a deed restriction. The EHU and ADA units shall be available for occupancy at the same time as the entire building and when the market rate units are issued a certificate of occupancy.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. Conditions related to the police sub-station unit shall be described in the CCRs, and/or by separate agreement with the City, prior to recordation, consistent with language in the Emergency Response Plan of the Amended Flagstaff Agreement.
17. The plat shall note that fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and Park City Building Department shall be addressed prior to building permit issuance.
18. The plat shall note the number and square footages of all residential units and shall indicate the total square footage and Unit Equivalents of the 14 market rate units and all common areas.
19. The plat shall note the Resort Support Commercial square footage and a table of the Resort Support Commercial space shall be included on the plat. The plat shall note the Club and residential guest accessory square footage and shall include a table on the plat.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. A plat note shall restrict the Resort Support Commercial areas and associated Club accessory areas as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public, with the exception of the store area.
22. A plat note shall restrict the police substation commercial unit as a police substation. In the event that the police substation is vacated by the City, the HOA may apply to amend this plat and the CUP for common or limited area storage, mechanical or other similar uses. No commercial, office or residential use is allowed unless additional density/UEs are acquired and the addition of such is approved by plat and CUP amendment.

Sincerely,

Kirsten A. Whetstone

Kirsten A Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Payments. Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows:

(a) To Park City Museum & Historical Society, the amount of Sixty-Five Thousand Dollars ($65,000), to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin facilities in summer 2018.

(b) To City, from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each, for a total of Eighty Thousand Dollars ($80,000.00), to be held by City in escrow for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building during the summer of 2019, and other priorities identified by the Director and agreed to by the Association.

(c) The escrow described in Subsection 3(c) shall be distributed to Association, by City, within 14 days of Association supplying City with evidence of paid invoices for work performed on the Judge M + S building, and other priorities identified by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. From 2019 through 2029, the Association agrees to meet with the City's staff ("Staff"), at a minimum, once a year, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.,* lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Forty Thousand Dollars ($40,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Twenty Thousand Dollars ($20,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) The Association's initial obligation to contribute towards the Maintenance Fund shall be ten (10) years from the first maintenance contribution by the Association. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement, and a possible extension of this Agreement in furtherance thereof. Unless otherwise agreed, the Association and City contribution shall automatically renew for an additional ten (10) years, provided that the total annual Maintenance Fund amount shall be reduced to $20,000.00 ($10,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this ten (10) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed ten (10) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: _____
Mayor

Attest:

By_____
City Recorder

Approved as to Form:

By_____
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: _____

EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner to perform such Maintenance work. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts.. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

c) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

d) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Argent at Empire Pass Condominiums**
Author: **Alexandra Ananth, Sr. Planner**
Project #: **PL-19-04278**
Date: **November 13, 2019**
Type of Item: **Administrative – Condominium Plat**

Summary Recommendation

Staff recommends the Planning Commission hold a public hearing for 7677 Village Way, also known as the Argent at Empire Pass Condominiums, for 28 market rate residential units, one (1) ADA accessible unit, two (2) deed restricted units, accessory parking and various residential accessory uses, all within one building, 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.

A Staff Report on the applicant's Conditional Use Permit is included in the November 13, 2019, packet. If the CUP is not approved this Condominium Plat shall be continued to a future date, following the public hearing.

This application was continued from October 9, 2019, to November 13, 2019, until after a Study Session could be held on the historic preservation obligations under the Flagstaff Development Agreement. This Study Session was held on November 7, 2019.

Description

Applicant:	Empire Pass North, LLC
Location:	7677 Village Way, Empire Pass Lot 2
Zoning:	Residential Development (RD) District as part of the Flagstaff Annexation and Village at Empire Pass Master Planned Development (MPD)
Adjacent Land Uses:	Deer Valley Resort, condominiums building and townhouses, Empire Club, vacant development parcels of the Village at Empire Pass Pod A and open space
Reasons for Review:	Condominium Plats require Planning Commission review and recommendation with final action by City Council.

Proposal

This is a request for a Condominium Plat (Exhibit A) for 28 residential units, one (1) ADA accessible unit and two (2) deed restricted housing units within one building, proposed to be constructed at 7677 Village Way, Lot 2 Empire Pass North. This Condominium Plat memorializes density, uses and configuration of units, and identifies areas of private and common ownership. Construction of these units is subject to approval of the Empire Pass Lot 2 Conditional Use Permit and subsequent building permits.

Background

The property at 7677 Village Way is located within the Residential Development (RD) zoning district on a 2.01 acre Lot 2 of the Village at Empire Pass North Subdivision (Exhibit C). The property is subject to the Village at Empire Pass Master Planned Development (VEP MPD), approved by the Planning Commission on July 28, 2004 (Exhibit D- link to VEP MPD approval) and the Flagstaff Annexation.

Flagstaff Annexation

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a" large-scale" Master Planned Development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement was amended and recorded in March 2007 (Amended Agreement, Exhibit E- Link to Amended Development Agreement).

The 2007 Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, townhouse or PUD units. The number of PUD units is restricted to sixty units (60). The MPD also allowed 16 single family home sites within the Mountain Village. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A). The development pods are linked by transit. A fourth pod, Pod D, is allowed 30 single family lots (this area was platted as the Red Cloud Subdivision for 30 single family home sites). The subject property is located within Pod A.

There are also 14 technical reports associated with the Empire Pass development area. The 14 technical reports, along with the Land Management Code and the Amended Agreement, form the standards under which the developments in the area are reviewed (Exhibit F – Link to Technical Reports).

Village at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village at Empire Pass Master Planned Development (VEP MPD) (Exhibit D- Link to VEP MPD approval). The VEP MPD was the first step in the development process for Pod A.

The purpose of the VEP MPD was to establish unit mix and density for the Mountain Village as well as addressing overall project infrastructure throughout the Annexation Area. The VEP MPD established building volumetrics, including specific height exceptions, density and development location. The VEP MPD requires Conditional Use Permit approval for the "lodge" buildings and administrative Conditional Use Permit approval for the townhouses and PUD style units, prior to building permit issuance for construction. The subject property is considered a "lodge" building and is known as Building 4 in the VEP MPD.

Subdivision Approvals

The Village at Empire Pass North Subdivision Plat, approved by Council on June 15, 2017, plats metes and bounds parcels within the VEP MPD area for the purpose of creating platted lots of record for Buildings 3 and 4, as well as townhouse units on Lot 1 (**Exhibit C**). The plat identifies a requirement for affordable housing to be constructed within the buildings on Lots 2 and 3 to be completed prior to issuance of a certificate of occupancy for each building and in compliance with the housing plan. The subject property is considered Lot 2 in the Village at Empire Pass North Subdivision Plat.

Submittal

On July 22, 2019, the City received an application for the Argent at Empire Pass Condominiums, also known as Empire Pass Lot 2, 767 Village Way Condominium Plat. The application was deemed complete on September 10, 2019 with the submittal of additional information. The applicant submitted an application for a Conditional Use Permit (CUP) at the same time. The CUP application is running concurrently with the application for a Condominium Plat and a staff report for Planning Commission review and possible action on the Argent CUP is included in this October 9th packet. If the CUP is not approved, then this Condominium Plat will be continued to a future date, following the public hearing, to ensure that the Plat conforms to the CUP.

Purpose of the RD Zone

The purpose of the Residential Development (RD) Zoning District is to:

(A) Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
(B) Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
(C) Allow commercial and recreational activities that are in harmony with residential neighborhoods,
(D) Minimize impacts of the automobile on architectural design,
(E) Promote pedestrian connections within Developments and between adjacent Areas; and
(F) Provide opportunities for variation in architectural design and housing types.

Analysis

The zoning for the Plat is Residential Development (RD) subject to the VEP MPD and CUP. The proposal complies with LMC lot and site requirements of the RD Zoning District and the VEP MPD as described below.

	RD Zoning District and/or VEP MPD
Lot Size	No minimum lot size. Lot 2 is approximately 2.01 acres (87,556 square feet). **Complies**
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is ~45' (garage entrance is setback ~52'). **Complies**.
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed rear setback is 15'. **Complies**.

Side yard setbacks Roof eaves are allowed to extend 3' into the side, rear and front setbacks. Shared driveway is permitted across the property line within the platted access easement per plat. Sidewalks that provide circulation within the Village are permitted as shown within platted access easements. Screened mechanical equipment may extend 5' into the side setback area.	Minimum 12 feet side setbacks. Proposed side setback is 12'. Mechanical equipment located outside setback and screened with landscaping and retaining wall. **Complies**.
Building Height Per Village MPD: 25% of the building is permitted to reach 74' above existing grade (north end), 55% of the building to reach 92' above existing grade, and 20% of the building (south end) to reach 80' above existing grade.	The building contains 5 levels of residential units, with a 6th level of residential units located in the roof area of the central portion of the building. **Complies**. Proposed building has 25% of the building at or below 74', 55% is less than 92', and 20% is less than 80'. **Complies**.
Parking The Flagstaff Transit and Parking Management Plan approved with the MPD requires a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle service.	Per LMC, based on unit sizes, fifty-two (52) spaces are required for the 28 units, one ADA and two EHUs. With the 25% reduction 39 spaces are required. The underground parking structure has 35 spaces (including 2 ADA). There are 4 surface spaces for a total of 39 spaces. The total parking area is 14,077 sf. **Complies**.
Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building Permit.	The building as presented was reviewed by the Village at Empire Pass DRB including site and architectural design. The applicant received Final Design Approval on September 30, 2019. **Complies**.
Residential Units	28 market rate units are proposed ranging from 1,491 sf to 3,779 sf (total of 63,986 sf). Deed restricted employee units are 808 and 803 sf. ADA unit is 801 sf. **Complies**.
Commercial space or Service /Support Area	No commercial uses are proposed in the building. Total service and support area is 15,893 sf. **Complies.**
Residential Accessory uses (Guest amenities)	Common residential amenity areas are provided on level one, including ski lockers, a kid's room, fitness area, lounge/après ski area. The basement level contains an owner's storage area and game room. There is also a reading room and deck on the 6th floor. Total guest amenity area is approximately 8,433 sf. **Complies.**

Density Summary Density is per Development Agreement and VEP MPD. Up to 32 UE (64,000 square feet) were allocated to this lot by the Developer. ADA and EH units do not count towards UE cap. Proposed market rate residential – 63,986 sf (32 UE).	The Mountain Village (Pods A, B1 and B2) was approved with a maximum of 785 UE (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 738 UEs have been platted and/or built within the Mountain Village not including the subject property (Building 4 at 32 UEs). Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Building 8 & 9), and Grand Lodge. Empire Residences (Building 3) and The Residences at the Tower (Building 1) are under construction. The approval of the Argent at Empire Pass Condominiums would bring the total approved UEs to 770. There is sufficient remaining density for the proposal. **Complies**.
Affordable Housing Approximately 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 AUE affordable units are completed and have certificates of occupancy (89 AUE are off-mountain and 16.675 AUE are on-mountain). The Village at Empire Pass North Subdivision identifies an on-site housing obligation of 2 AUE for the subject property.	The plans identify two deed restricted affordable units, or AUEs as they are called in Flagstaff, within the building consisting of 2.0 AUE. One unit is 808 sf and the second unit is 803 sf. One unit is a Studio and one unit is a 1 bedroom unit. **Complies**. In addition, plans include one ADA accessible 1 bedroom unit of 801 sf.

The Planning Department notes that the applicant submitted a revised site plan as the building as originally configured did not meet the required side setbacks on the northeast side and included balconies, sidewalks and steps that projected into this setback. The revised site plan meets all required setbacks.

The City Engineering Division raised the issue of curb cut separation between the driveway for the subject property and the Empire Residences building directly to the south. They have requested the applicant seek to separate these driveways so that the driveways do not read as one wide curb cut. As discussed at the October 9, 2019 Public Hearing the applicant is not able to separate the driveways further and the Engineering Division concurs.

The platted units include:

Unit #	Total Floor Area (sf)	Bedrooms	Parking required
Private Units			
Unit 102	2596	4BR	2
Unit 103	2294	3BR	2
Unit 106	2853	4BR	2
Unit 201	1517	2BR	1.5
Unit 202	1991	3BR	1.5
Unit 203	1974	3BR	1.5
Unit 204	1908	3BR	1.5
Unit 205	2426	3BR	2
Unit 206	2908	4BR	2
Unit 301	1517	2BR	1.5
Unit 302	1996	3BR	1.5
Unit 303	1972	3BR	1.5
Unit 304	1907	3BR	1.5
Unit 305	2426	3BR	2
Unit 306	2457	3BR	2
Unit 401	1517	2BR	1.5
Unit 402	1996	3BR	1.5
Unit 403	1972	3BR	1.5
Unit 404	1907	3BR	1.5
Unit 405	2429	3BR	2
Unit 406	2447	3BR	2
Unit 501	3214	4BR	2
Unit 503	1491	2BR	1.5
Unit 504	1899	3BR	1.5
Unit 505	2443	3BR	2
Unit 506	2456	3BR	2
Unit 604	3680	4BR PH	2
Unit 605	3779	4BR PH	2
28 Total Private Residential Units	63,986		52
Emp. Unit (EHU)	803	Studio	1
Emp. Unit (EHU)	808	1BR	1
Unit 102 (ADA accessible)	801	1BR	1
Amenity.	8,433		n/a
Service/Support	15,893		n/a
Parking	14,077		n/a

Gross building area, including all residential, accessory, circulation, storage, mechanical, and parking	108,602		n/a

The condominium plat identifies 28 private residential units not exceeding 64,000 square feet, and 32 UE. The units range from 2 bedroom 2 bath units to 4 bedroom 4.5 bath penthouses.

The two deed restricted units appear on the plat as Private ownership units. The Plat will include a note stating that these units must be occupied by individuals employed within certain areas of Park City and will have a reduced dues structure and will reference a Deed Restriction to be recorded at the same time as the Plat. Ownership of the two units will remain with the Declarant and the units will be leased to the HOA for occupancy by the Lodge Keeper and other employees of Deer Valley Lodging. The Declarant will have a right to sell the units, but the deed restriction will limit the values for both sale and rent.

This is consistent with the operation of the deed restricted units at the Grand Lodge, Flagstaff, One Empire Pass, and Arrowleaf Lodges. These projects maintain ownership of the deed restricted units and lease them the manager of the property or to someone employed in the Empire Pass area that qualifies for the unit. Shooting Star does not have a deed restricted unit in the building and the deed restricted unit at Silver Strike is designated as common. The Silver Strike unit is controlled by the HOA and is under agreement to a qualified buyer. ***A deed restriction for the EHU unit, approved by the City, is a Condition of Approval prior to plat recordation. The deed restriction should outline and resolve concerns that may have come up on other affordable units platted as private.***

The ADA accessible unit is platted as Common area and owned in common with all owners. No dues structure or costs are associated with the unit. The HOA Board will enter into a management agreement with Deer Valley Lodging or the current property manager to rent the unit along with other ADA accessible units available for rent, first to people requesting accessible units and secondarily to the general public.

An underground parking structure provides 35 Common parking spaces, including 2 ADA spaces, as well as limited storage areas for 13 of the units. Three surface spaces are provided at the drop off area in front of the building and one stall is proposed via an easement just off the driveway of the abutting Empire Residences.

Additional Information

Is the project in compliance with the Development Agreement, particularly with respect to Technical Reports 5 & 6?

The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area. The application is in compliance with the location, density and affordable housing requirements of the Development

Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.

The Council will separately consider the compliance matters regarding technical reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association. A Residences at the Tower Condominiums Plat Condition of Approval (Exhibit G - Condition of Approval #5) requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat. A Study Session with the City Council on November 7, 2019 gave direction to continue to process individual applications unless compliance issues are specifically identified by Staff or the City Attorney.

Good Cause

Staff finds Good Cause for this Condominium Plat as it is consistent with the density, maximum height, location and uses identified in the approved VEP Master Planned Development Site Plan and the Village at Empire Pass North Subdivision Plat. The Condominium Plat allows for the sale of individual units and provides two affordable housing units and an ADA accessible unit on site.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at the time besides the City Engineer's concern with the curb cut (see CUP report). The applicant has addressed this issue to the Engineering Division's satisfaction.

Notice

On September 25, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on September 25, 2019. The item was continued on October 9 to November 7, 2019.

Public Input

As of the writing of this report staff has not received any public comment on this application.

Alternatives

- Planning Commission may forward a positive recommendation to City Council for the Argent at Empire Pass Condominiums, as conditioned or amended, or
- Planning Commission may forward a negative recommendation to City Council for the Argent at Empire Pass Condominiums, and direct staff to make Findings for this decision, or
- Planning Commission may continue the item to a date certain. If the Argent at Empire Pass Condominiums CUP is not approved at this meeting then this Condominium Plat application should be continued to a future date.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units allows individual units to be sold.

Consequences of not taking the Suggested Recommendation
Individual units could not be sold.

Recommendation
Staff recommends the Planning Commission hold a public hearing for the Argent at Empire Pass Condominiums Condominium Plat, for 28 market rate residential units, one ADA accessible unit and two deed restricted units within one building, 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
Ordinance
Exhibit A – Draft Condo Plat Plans
Exhibit B – Applicant's Project Description
Exhibit C – Village at Empire Pass North Subdivision
Exhibit D – Village at Empire Pass Planned Development (VEP MPD) approval (link)
Exhibit E – Flagstaff Development Agreement (link)
Exhibit F – Technical reports (link)
Exhibit G – Residences at the Tower Conditions of Approval and Memorandum of Agreement

Draft Ordinance No. 2019-XX

AN ORDINANCE APPROVING THE EMPIRE RESIDENCES CONDOMINIUM PLAT LOCATED AT 7677 VILLAGE WAY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Argent at Empire Pass Condominiums, located at 7677 Village Way, petitioned the City Council for approval of the Argent at Empire Pass Condominiums Plat; and

WHEREAS, on September 25, 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on September 25, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission continued the item on October 9, 2019, to November 7, 2019;

WHEREAS, the Planning Commission, on November 13, 2019, help a public hearing and forwarded a _____ recommendation to the City Council; and,

WHEREAS, the City Council on November X, 2019, held a public hearing and took final action on the Condominium Plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Argent at Empire Pass Condominiums Plat consistent with the Village at Empire Pass Master Planned Development Agreement and the Argent at Empire Pass Condominiums Conditional Use Permit.

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 Argent at Empire Pass Condominiums Plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.
2. 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 for the annexation area.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the

Flagstaff Mountain Annexation and Development area. The MPD (also known as the Mountain Village) was later amended to include Pod B2 (Montage and B2 East).

4. The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.
5. To date 770 UEs and 16 single family units have been platted and/or built including the Argent at Empire Pass Condominiums.
6. Constructed lodge style buildings include Shooting Star (Building 2), One Empire Pass (Building 5), Silver Strike (Building 6), Flagstaff Lodge (Building 7), Arrowleaf A and B (Buildings 8 & 9). Empire Residences (Building 3) and the Condominiums at the Tower (Building 1) are currently under construction.
7. There is sufficient density remaining within the VE MPD for the proposed 28 units (32 UE).
8. 572 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 105 affordable units are completed and have certificates of occupancy (89 units are off-mountain and 16 units are on-mountain).
9. As part of the Argent at Empire Pass Condominiums CUP 2.0 AUE (1600 sf) is required by the subdivision plat for this lot. The affordable units consists of an 808 sf studio and a 803 sf one bedroom unit designated as private area and can be sold as an affordable unit or used for long term rental to qualified workers consistent with the Flagstaff Housing Mitigation Plan and applicable housing resolutions.
10. On July 22, 2019, the Planning Department received an application for a both a Condominium Plat and a Conditional Use Permit for a twenty-eight (28) unit residential building to be located on Lot 2 of the Village at Empire Pass North Subdivision. The applications were deemed complete on August 22, 2019 and are currently under review by the Planning Commission.
11. The property is located at 7677 Village Way and is known as Lot 2 of The Village at Empire Pass North Subdivision, approved by Council on June 15, 2017.
12. Access to the property is from Village Way, a private street.
13. Lot 2 consists of 2.01 acres or 87,556 square feet and is currently undeveloped.
14. The property is subject to subdivision plat notes that require compliance with the Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20’ snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
15. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership.
16. The condominium plat identifies 28 private residential units totaling 63,986 sf, utilizing up to 32 UE. The units range in size from 1,491 sf to 3,779 sf. The 801 sf

ADA accessible one bedroom unit is identified as common area. The 808 and 803 sf deed restricted units are identified as private area.
17. No commercial uses are proposed in the building.
18. Based on the unit sizes, a minimum of 39 parking spaces are required when taking into consideration the 25% parking reduction required by the Flagstaff Development Agreement and MPD.
19. An underground parking structure provides 35 parking spaces, including 2 ADA spaces, as well as limited common storage areas for some unit. Four surface spaces are provided for a total of 39 parking spaces.
20. All parking spaces will remain Common Area on the Plat but each unit will be assigned one stall and the rest will be kept as common usage.
21. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Empire Residences Conditional Use Permit in terms of density, height, uses, setbacks, and parking.
22. The application is in compliance with the location, density and affordable housing requirements of the Development Agreement as they apply to this lot, the VEP MPD approved in 2004, and The Village at Empire Pass North Subdivision Plat approved in 2017.
23. There is no indication that this particular property or application is inconsistent with a specific provision of the Flagstaff DA or LMC.
24. The Council will separately consider the compliance matters regarding Technical Reports 5 & 6 as part of the proposed Memorandum of Agreement with REDUS, Storied Development, and the Master Owners Association on November 7, 2019.
25. A Residences at the Tower Condominiums Plat Condition of Approval requires finalizing that MOA prior to the recordation of the Twisted Branch Road Subdivision Plat.
26. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the Condominium Plat.
27. The condominium plat allows for the sale of individual units.

<u>Conclusions of Law:</u>
1. There is good cause for this Condominium Plat.
2. The Condominium Plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
4. Approval of the Condominium Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

<u>Conditions of Approval:</u>
1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium 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 Condominium 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 for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.

3. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD) and the Empire Residences Conditional Use Permit (CUP) apply to this Plat and a note shall be added to the plat prior to recordation referencing that conditions of approval of the Village at Empire Pass MPD, Village at Empire Pass North Subdivision, and the Empire Residences CUP continue to apply to this Condominium Plat.
4. All applicable recorded public utility and access easements shall be indicated on this Condominium Plat prior to recordation.
5. The deed restricted housing units shall be a minimum of 808 and 803 sf respectively, to meet the plat note requirement of 2.0 AUE for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
6. Deed Restrictions for the restricted units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the EHU is subject to a deed restriction.
7. The CCRs shall limit the HOA dues related to the deed restricted employee housing units in order to ensure the units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to such fees. The CCRs shall be submitted with the Condominium Plat for review and approval by the City prior to final Condominium Plat recordation.
8. The ADA unit shall be platted as Common Area.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of November, 2019.

PARK CITY MUNICIPAL CORPORATION

_____
Andy Beerman, MAYOR

ATTEST:

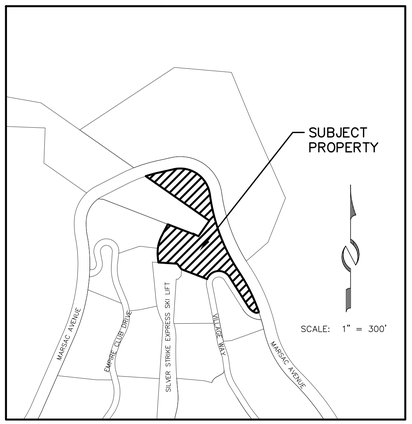
_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Exhibits
Exhibit A – Condominium Plat

VICINITY MAP



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that LOT 2 EMPIRE PASS NORTH LLC, a Delaware limited liability company, the undersigned owner of the hereon described tract of land, to be known hereafter as ARGENT AT EMPIRE PASS CONDOMINIUMS, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this condominium plat to be prepared, and does hereby consent to the recordation of this condominium plat

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

In witness whereof, the undersigned set his hand this _____ day of _____, 2019.

LOT 2 EMPIRE PASS NORTH LLC,
a Delaware limited liability company,

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2019, _____ 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/she is the _____ of LOT 2 EMPIRE PASS NORTH LLC, a Delaware limited liability company, and that said document was signed by him/her 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 ARGENT AT EMPIRE PASS CONDOMINIUMS.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My Commission Expires: _____

Commission No.: _____

PROFESSIONAL LAND SURVEYOR
No. 4857264
MICHAEL DEMKOWICZ
STATE OF UTAH

SURVEYORS CERTIFICATE

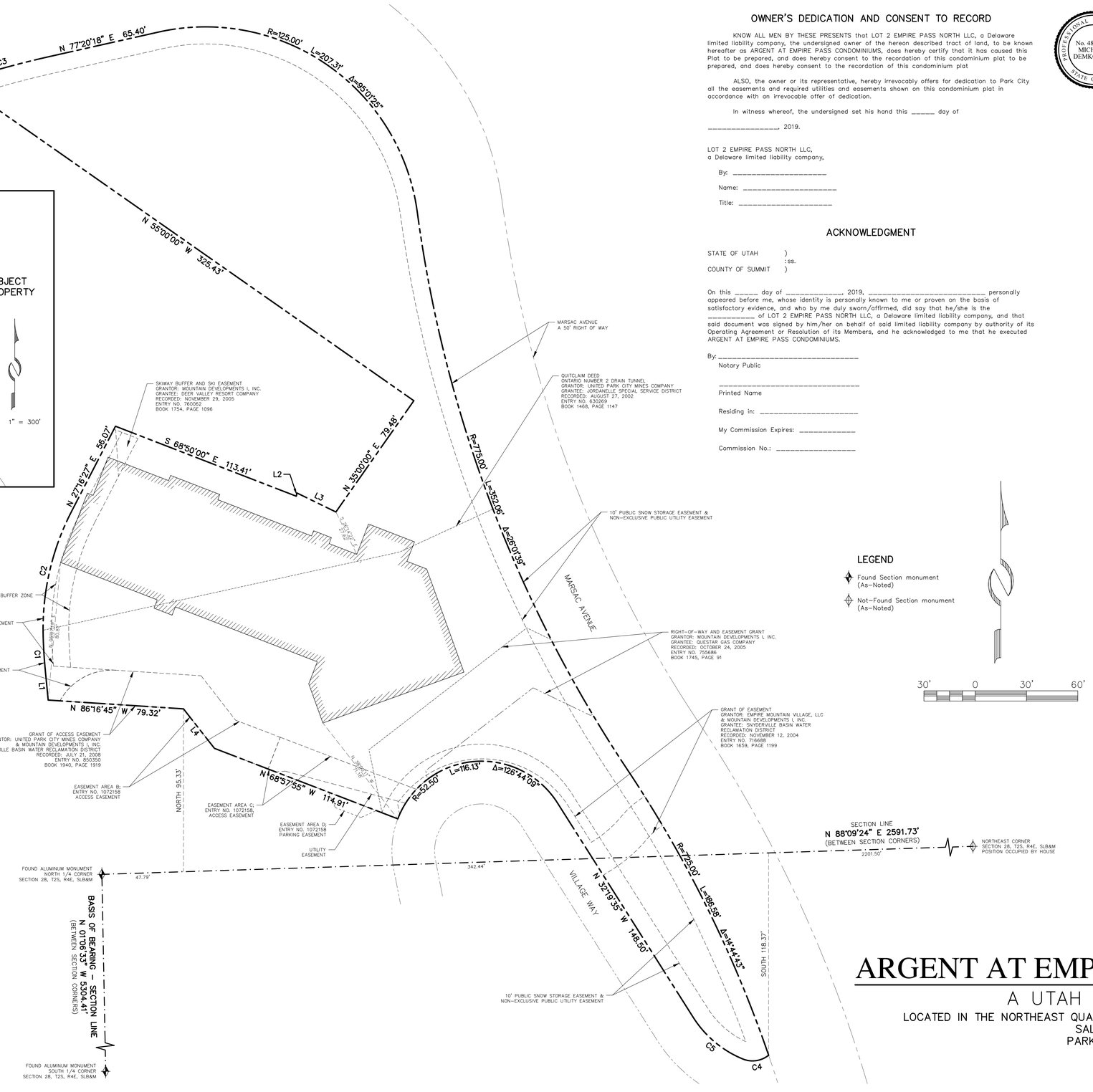
I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, REDUS Park City LLC, a Delaware limited liability company, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

BOUNDARY DESCRIPTION

All of LOT 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, Summit County, Utah.

NOTES

1. The dimensions of the private spaces and square footage calculations are based on drawings supplied by IBI Group, The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for ARGENT AT EMPIRE PASS CONDOMINIUMS, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
2. All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
3. Building ties on this sheet are from the property line to the building foundation as shown.
4. All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
5. Access to the units is by private roads and is not warranted by Park City.
6. The units of the ARGENT AT EMPIRE PASS CONDOMINIUMS are served by a Common Private Lateral Wastewater Line. The ARGENT AT EMPIRE PASS CONDOMINIUMS Master Owners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of said Private Lateral Wastewater Line serving ARGENT AT EMPIRE PASS CONDOMINIUMS. The cost of such maintenance and replacement shall be paid by the ARGENT AT EMPIRE PASS CONDOMINIUMS Owners Association, Inc. as part of the common expenses.
7. Units EMP-A & EMP-B: Deed Restricted Employee/Affordable Housing Act (EHU). Unit 102 on Level One is designed as an ADA unit.
8. All conditions of approval of the Village at Empire Pass (Pod A) Master Planned Development, approved July 28, North Village at Empire Pass Master Planned Development, the Village at Empire Pass North Subdivision Plat, recorded January 23, 2018 as Entry Number 1085414, the Argent Conditional Use Permit, dated _____, 2019 and Park City Ordinance _____ shall continue to apply.
9. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the Lot.
10. The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
11. Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
12. Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.
13. Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 Village at Empire Pass North Subdivision for resort operations and trail maintenance and for the benefit of the Lot 15 Village at Empire Pass Westside Subdivision (One Empire Pass Condominiums) property owners, invitees and guests for purposes of ski and pedestrian access.
14. Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 Village at Empire Pass North Subdivision providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.
15. This plat records a total of 63,986 SF of Residential Unit area that is subject to the Unit Equivalent (UE) representing 31.99 UE. Units EMP-A & EMP-B at the basement level & unit 105 ADA at level one are excluded from this number.



LEGEND

- Found Section monument (As-Noted)
- Not-Found Section monument (As-Noted)

30' 0 30' 60'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N 05°33'11" W	17.15'
L2	N 11°45'46" E	1.93'
L3	S 64°00'00" E	25.34'
L4	N 38°03'59" W	29.36'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	300.00'	20.22'	03°51'42"
C2	150.00'	75.83'	28°57'57"
C3	575.00'	55.52'	05°31'57"
C4	15.00'	16.07'	61°23'47"
C5	62.50'	38.43'	35°13'44"

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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

9/24/19 SHEET 1 OF 10

JOB NO.: 6-3-19 FILE: X:\Empire\dwg\srv\plat2019\060319-Argent.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

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

DAY OF _____, 2019

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2019

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2019

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY

COUNCIL THIS _____ DAY OF _____, 2019

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2019

BY _____
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

_____ _____
FEE RECORDER

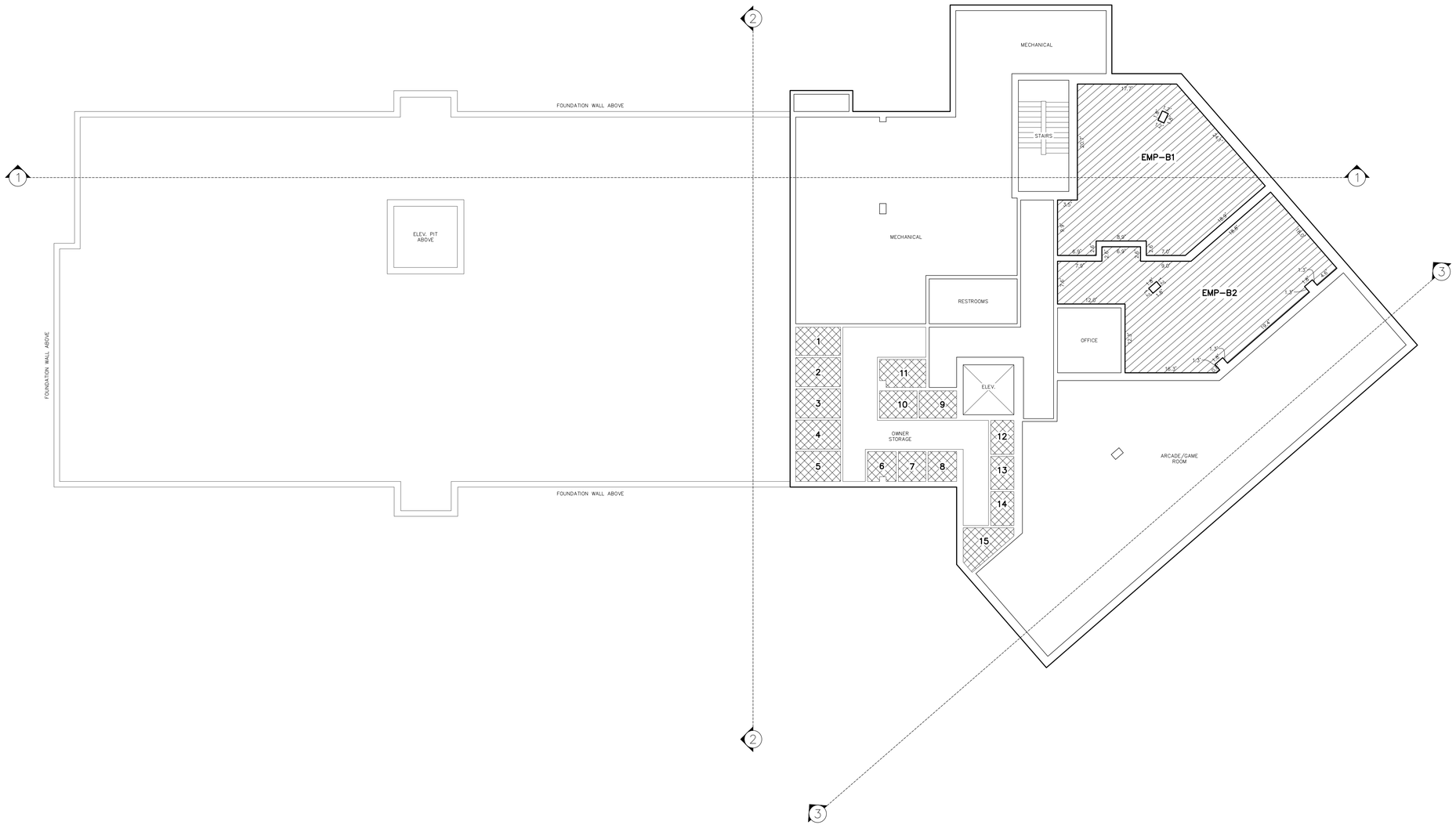
TIME _____ DATE _____ ENTRY NO. _____

BASEMENT
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP–B1	803 SF
EMP–B2	808 SF

BASEMENT
STORAGE UNIT OWNERSHIP

OWNER STORAGE UNIT NUMBER	ROOM UNIT NUMBER
S.U.–1	
S.U.–2	
S.U.–3	
S.U.–4	
S.U.–5	
S.U.–6	
S.U.–7	
S.U.–8	
S.U.–9	
S.U.–10	
S.U.–11	
S.U.–12	
S.U.–13	
S.U.–14	
S.U.–15	



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

BASEMENT

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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

10' 0 10' 20'

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

9/24/19 SHEET 2 OF 10

JOB NO.: 6–3–19 FILE: X:\Empire\dwg\srv\plat2019\060319–Argent.dwg

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AT THE REQUEST OF _____

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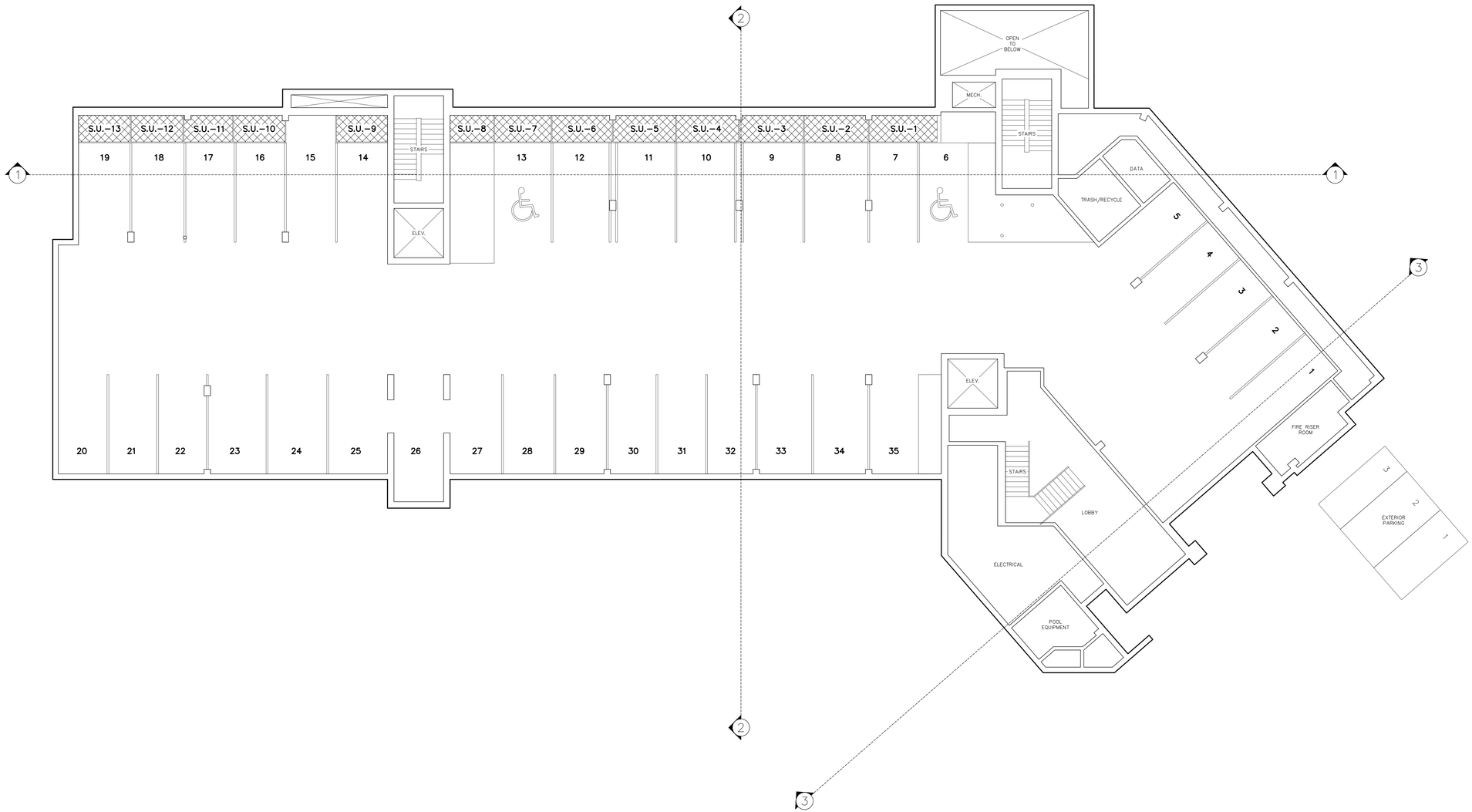
TIME _____ DATE _____ ENTRY NO. _____



PARKING
STORAGE UNIT OWNERSHIP

OWNER STORAGE UNIT NUMBER	ROOM UNIT NUMBER
S.U.–1	
S.U.–2	
S.U.–3	
S.U.–4	
S.U.–5	
S.U.–6	
S.U.–7	
S.U.–8	
S.U.–9	
S.U.–10	
S.U.–11	
S.U.–12	
S.U.–13	

PARKING
PARKING SPACE OWNERSHIP

PARKING SPACE NUMBER	ROOM UNIT NUMBER
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
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ABBREVIATION LEGEND

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OWNERSHIP LEGEND

COMMON

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PARKING

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ARGENT AT EMPIRE PASS CONDOMINIUMS

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LEVEL 1
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
102	2,596 SF
103	2,294 SF
105 ADA	801 SF
106	2,853 SF

LEVEL 1
SKI LOCKER OWNERSHIP

SKI LOCKER NUMBER	ROOM UNIT NUMBER
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
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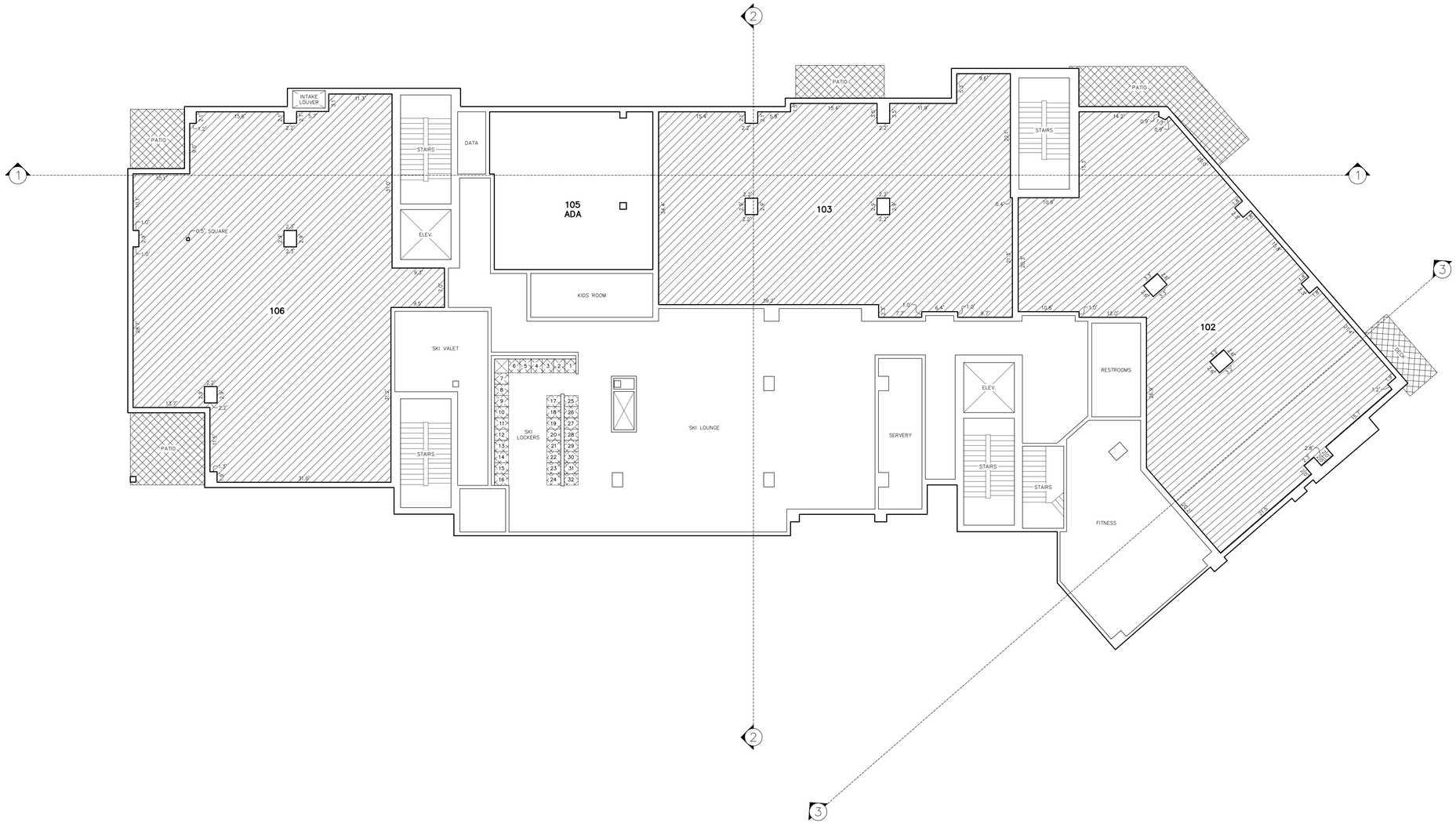

LEVEL 1

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

10' 0 10' 20'

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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9/24/19 SHEET 4 OF 10

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RECORDED

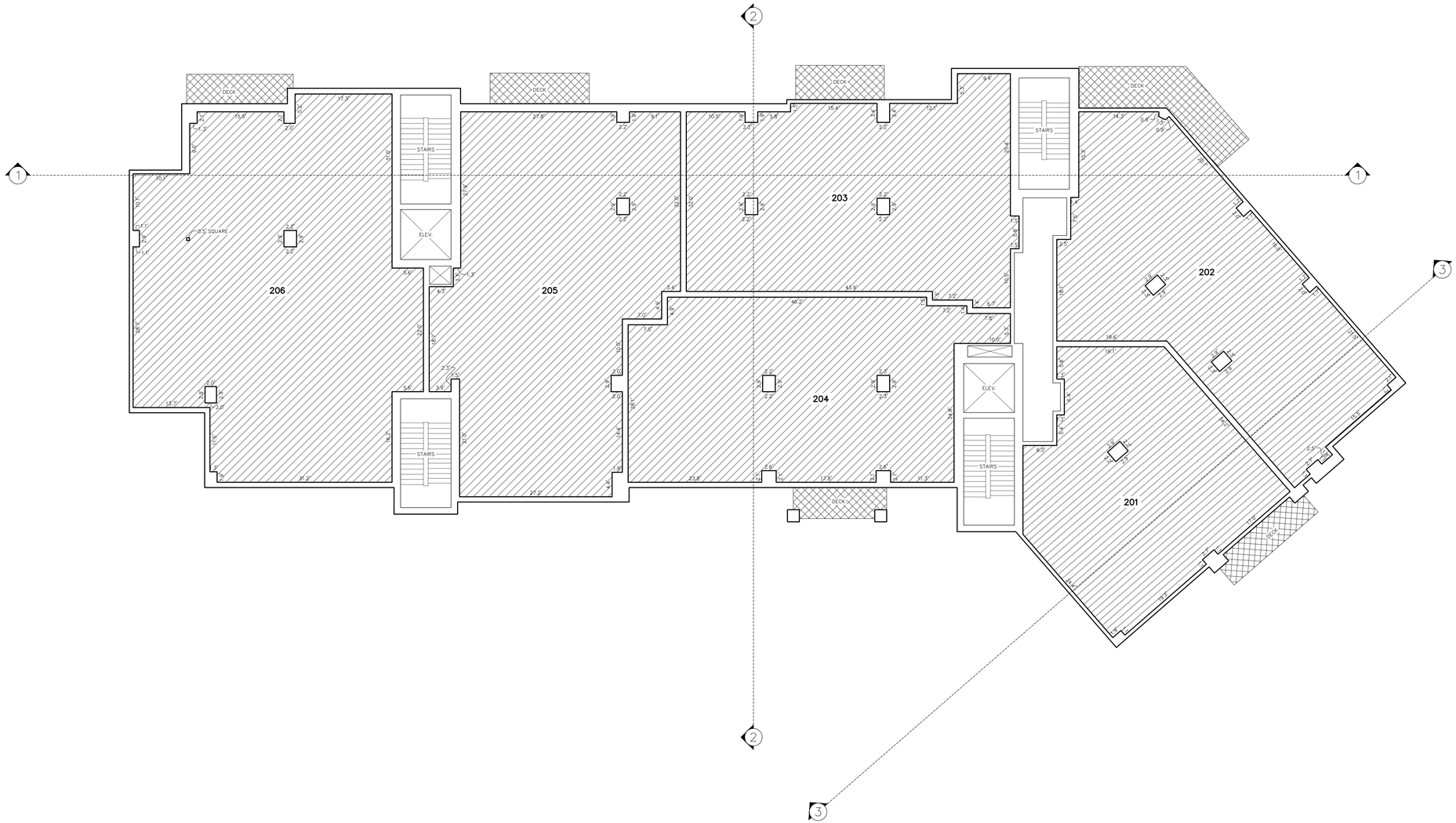
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
201	1,517 SF
202	1,991 SF
203	1,974 SF
204	1,908 SF
205	2,429 SF
206	2,908 SF



LEVEL 2

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

ARGENT AT EMPIRE PASS CONDOMINIUMS

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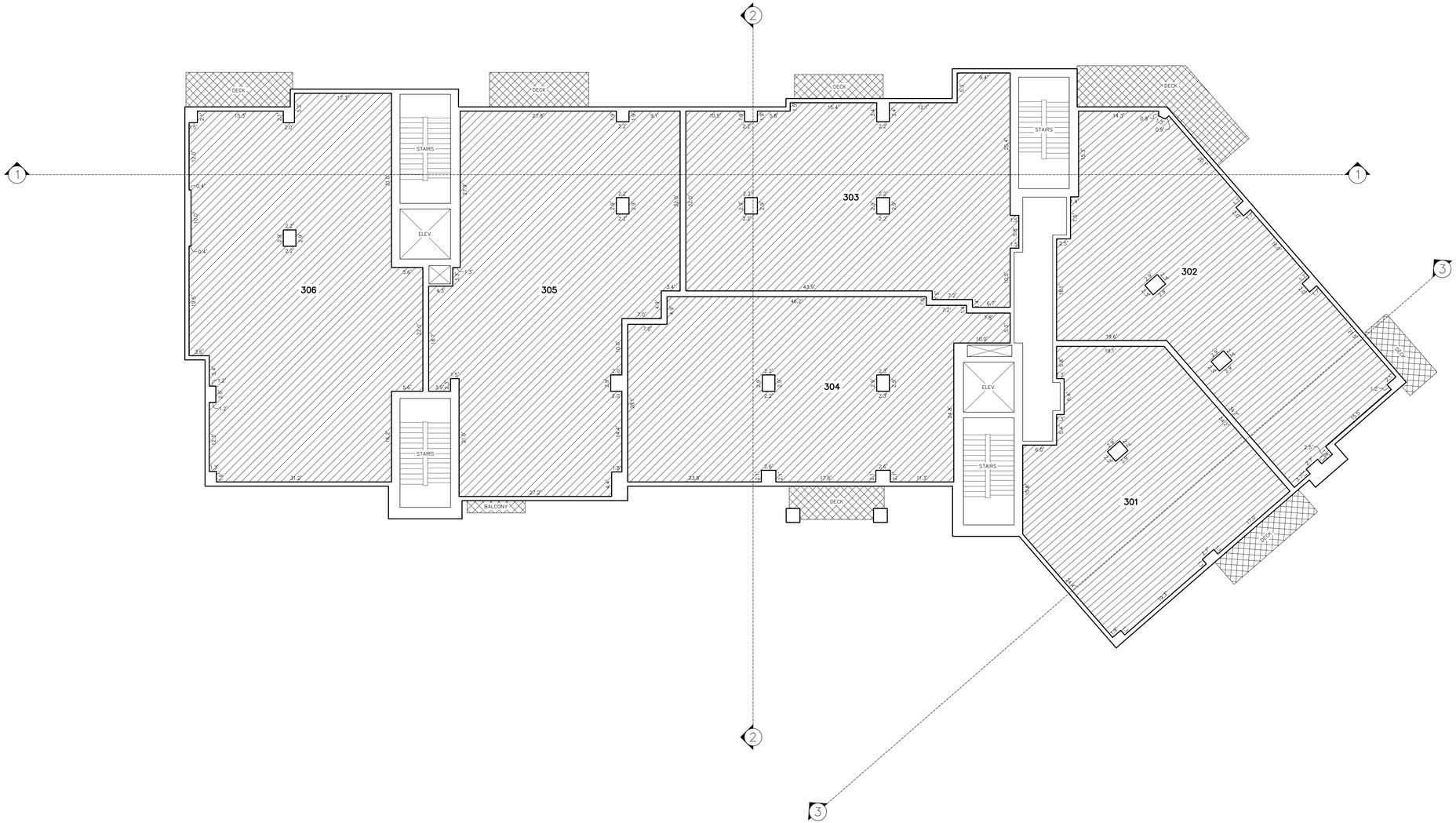
LEVEL 3
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
301	1,517 SF
302	1,991 SF
303	1,974 SF
304	1,908 SF
305	2,429 SF
306	2,456 SF



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OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

LEVEL 3

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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9/24/19 SHEET 6 OF 10

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RECORDED

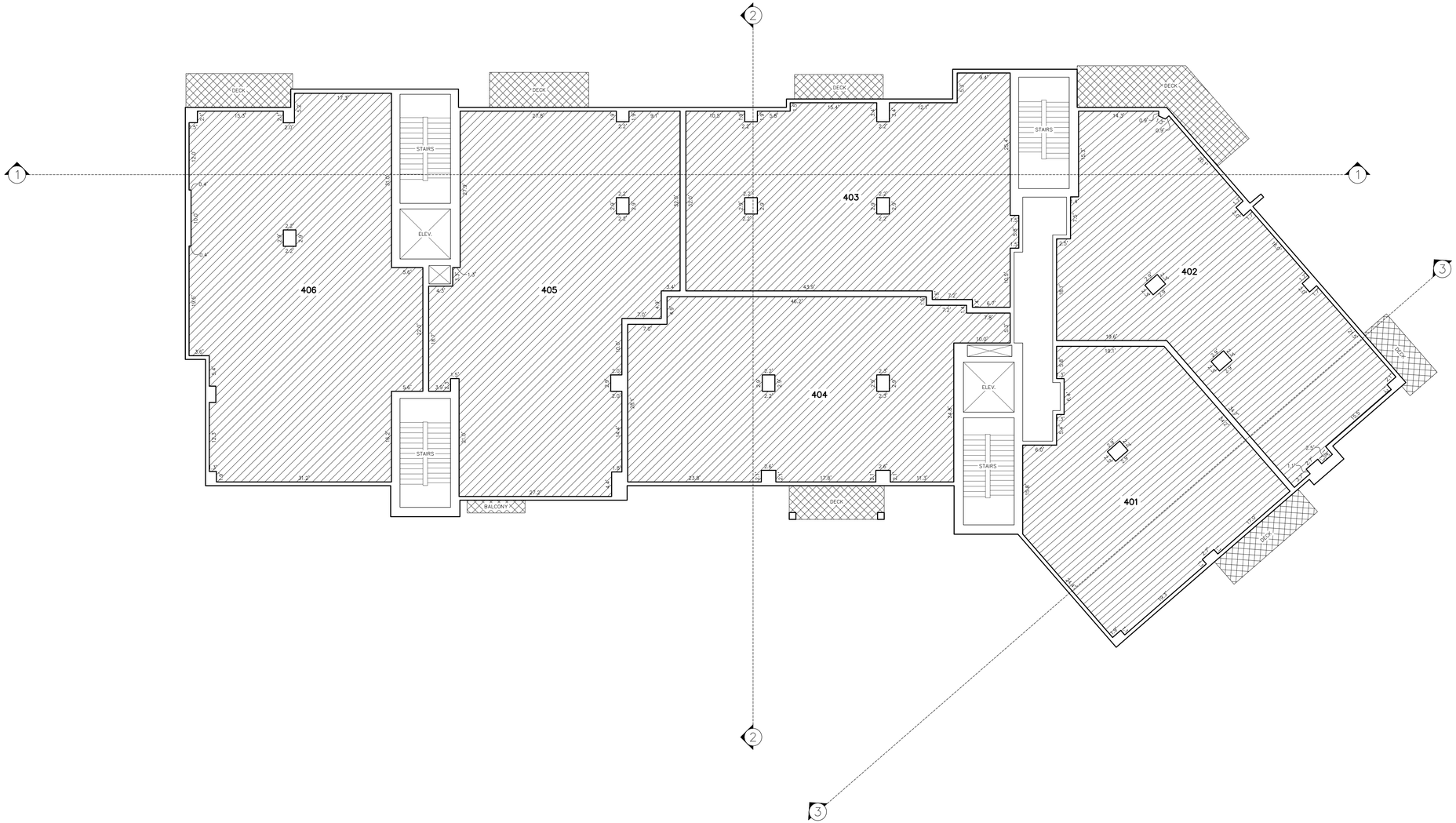
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

LEVEL 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
401	1,517 SF
402	1,991 SF
403	1,974 SF
404	1,908 SF
405	2,429 SF
406	2,456 SF



LEVEL 4

ABBREVIATION LEGEND

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S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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SALT LAKE BASE AND MERIDIAN
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10' 0 10' 20'

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RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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_____ FEE _____ RECORDER

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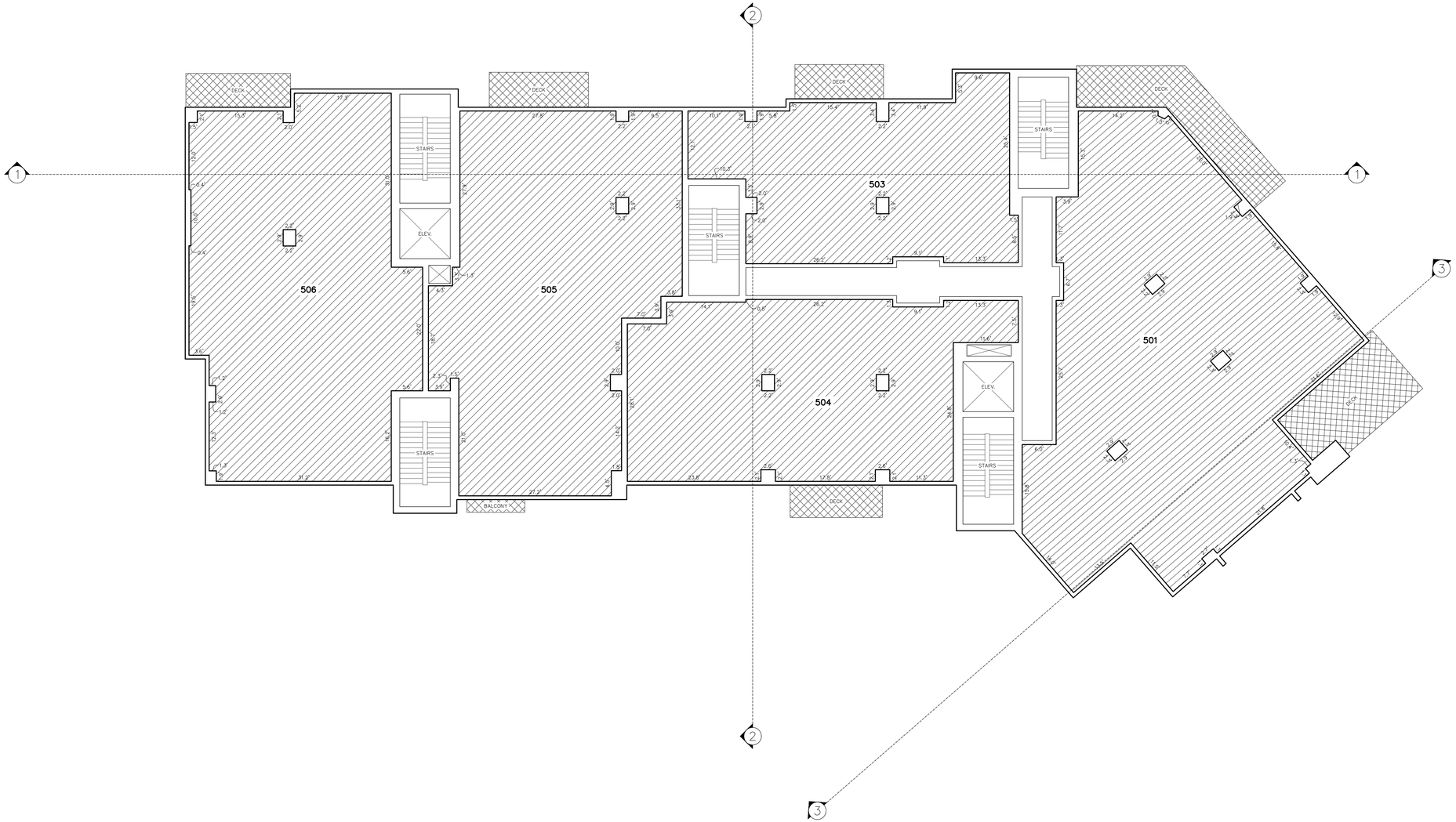
LEVEL 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
501	3,214 SF
503	1,491 SF
504	1,899 SF
505	2,447 SF
506	2,456 SF



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OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

LEVEL 5

10' 0 10' 20'

ARGENT AT EMPIRE PASS CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

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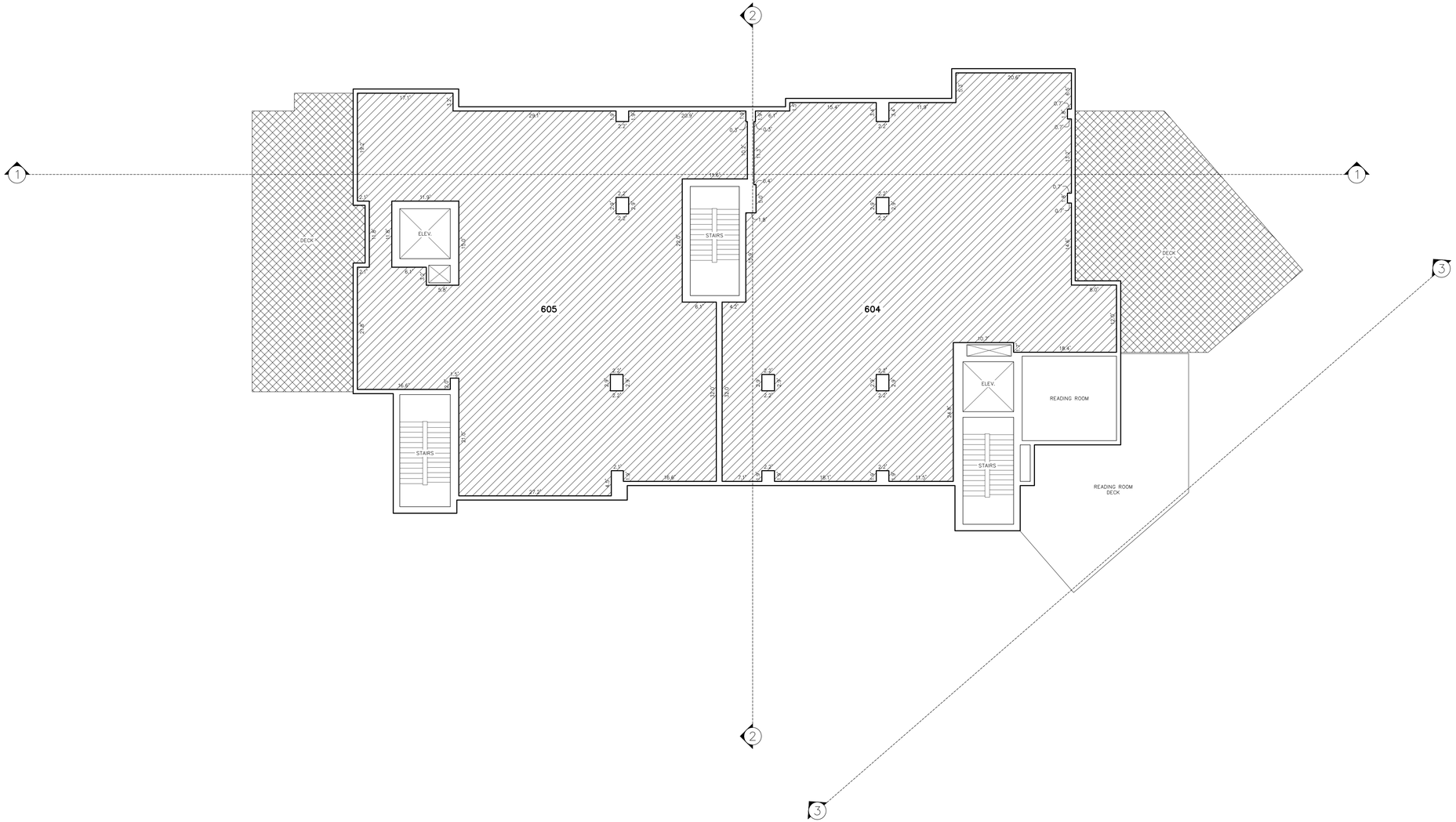
LEVEL 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
604	3,680 SF
605	3,779 SF



LEVEL 6

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

COMMON
LIMITED COMMON
PRIVATE OWNERSHIP

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

ARGENT AT EMPIRE PASS CONDOMINIUMS

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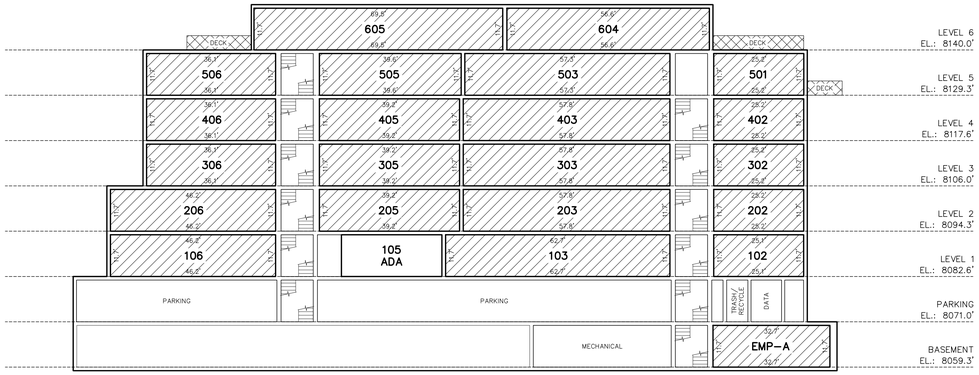
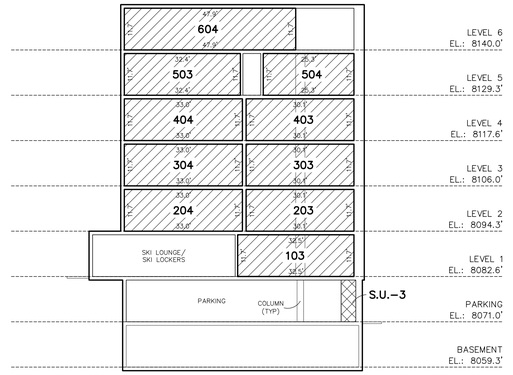
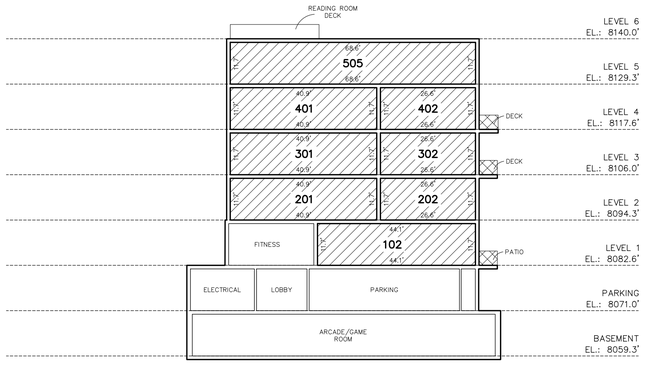


SECTION 1



SECTION 2



SECTION 3

ABBREVIATION LEGEND

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OWNERSHIP LEGEND

COMMON

LIMITED COMMON

PRIVATE OWNERSHIP

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

ARGENT AT EMPIRE PASS CONDOMINIUMS

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20' 0 20' 40'

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Lot 2 – Empire Pass North, LLC

PO Box 682023
Park City, Utah 84060
Phone: 435.714.0267
E-Mail: bfiveash@ewpartners.com

To: Park City Planning
From: Bill Fiveash OBO Lot 2 Empire Pass North, LLC
Date: July 16, 2019
Re: VEPNS-2 : CUP Written Statement

Memo

Lot 2 - Empire Pass North LLC is seeking a Conditional Use Permit for the development and construction of a residential building on Lot 2 at Empire Pass North. The site is part of the land subject to the Amended and Restated Development Agreement for Flagstaff Mountain recorded in March 2007 which granted the Developer/Owner of the property a Large Scale Master Planned Development. This application seeks to move forward the approvals as required in the development agreement to the level considered a Small Scale Master Plan, for which, we believe a CUP is required.

Lot 2 - Empire Pass North LLC is proposing to build a 107,222 SF structure consisting of 28 residential for sale properties (Not exceeding 64,000 SF), 1 Accessible Unit as required by town code (1 ADA Unit), 2 Employee Housing Unit (2 EHU Unit), 39 total parking spaces, and various Residential Accessory Uses as defined in the Development Agreement.

Below are answers to specific questions required in the CUP Application:

How will the proposed use "fit-in" with surrounding uses?

The development of a resort style condominium property was specifically contemplated for this site within the previously granted MPD. The proposed building fits the approved massing and square footage allowances per previous approvals.

What type of service will it provide to Park City?

The property is part of the resort residential development of Empire Pass Village.

Is the proposed use consistent with the current zoning district and with the General Plan?

The proposed development is consistent with the Development Agreement recorded in March 2007 for Flagstaff Mountain.

Is the proposed use similar or compatible with the other uses in the same area?

Yes, the proposed property has received preliminary approval from the Empire Pass HOA Design Review Board as being compliant with the expected design and use of the property.

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JUL 22 2019
PARK CITY
PLANNING DEPT.

Is the proposed use suitable for the proposed site?

Yes, the proposed property fits within the prescribed massing and maximum SF.

Will the proposed use emit noise, glare, dust, pollutants, and odor?

The proposed use is similar in design to the other condominium buildings in Empire Pass Village. There are no extraordinary uses or mechanical systems that one would expect to produce any emissions dissimilar to the other existing properties.

What will be the hour of operation and how many people will be employed?

As a residential property, it is expected to be occupied during all hours of the day. The developer is proposing to have Deer Valley Lodging operate the HOA and thus will employ at least one FTE employee as a lodge keeper, plus other support employees from existing staff of DV Lodging.

Are other special issues that need to be mitigated?

No.

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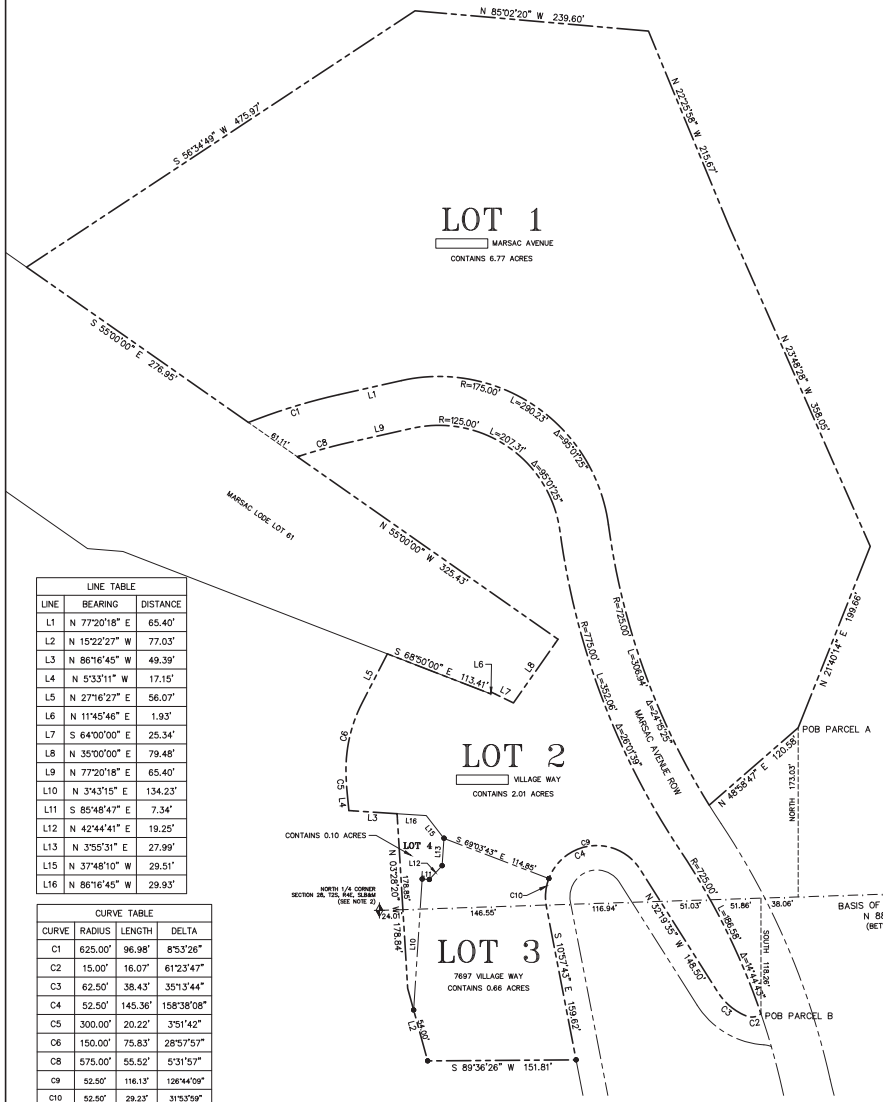
PLANNING DEPT.

EXHIBIT C



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 77°20'18" E	65.40'
L2	N 15°22'27" W	77.03'
L3	N 86°16'45" W	49.39'
L4	N 5°33'11" W	17.15'
L5	N 27°16'27" E	56.07'
L6	N 11°45'46" E	1.93'
L7	S 64°00'00" E	25.34'
L8	N 35°00'00" E	79.48'
L9	N 77°20'18" E	65.40'
L10	N 3°43'15" E	134.23'
L11	S 85°48'47" E	7.34'
L12	N 42°44'41" E	19.25'
L13	N 3°55'31" E	27.99'
L15	N 37°48'10" W	29.51'
L16	N 86°16'45" W	29.93'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	625.00'	96.98'	8°53'26"
C2	15.00'	16.07'	61°23'47"
C3	62.50'	38.43'	35°13'44"
C4	52.50'	145.36'	158°38'08"
C5	300.00'	20.22'	3°51'42"
C6	150.00'	75.83'	28°57'57"
C8	575.00'	55.52'	5°31'57"
C9	52.50'	116.13'	126°44'09"
C10	52.50'	29.23'	31°53'59"

LEGEND

● Set 5/8" rebar w/cap, "ALLIANCE ENGR/LS 154491" (Unless noted otherwise)

Street Address

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR No.7248891 CHARLES GALATI State of Utah

I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891, as prescribed by the laws of the State of Utah. I further certify that 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.

BOUNDARY DESCRIPTION

PARCEL A

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

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

PARCEL B

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

Beginning at a point that is North 88°09'24" East 390.39 feet coincident with the section line and South 118.26 feet from a 3-1/4" diameter cap on an aluminum pipe at the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following five (5) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 145.36 feet through a central angle of 158°38'08"; thence 5) South 10°57'43" East 159.62 feet to the northerly boundary of Lot 8, The Village At Empire Pass, Phase 1; thence coincident with said Lot 8 South 89°36'26" West 151.81 feet; thence North 15°22'27" West 77.03 feet; thence North 03°28'20" West 178.84 feet; thence North 86°16'45" West 49.39 feet, said point being on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 746744 in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°26'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 26°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that REDUS Park City LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

REDUS Park City LLC, a Delaware limited liability company

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

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____ 2017, David Ash personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, David Ash acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ A Notary Public commissioned in Utah

_____ Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that EMPIRE RESIDENCES, LLC, the undersigned owner of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. In witness whereof, the undersigned set his hand this _____ day of _____, 2017.

EMPIRE RESIDENCES LLC, a Delaware limited liability company

By: EMPIRE RESIDENCES LLC, a Delaware limited liability company Its: manager.

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____:

ss:

County of _____:

On this _____ day of _____, 2017, _____ personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Harrison Horn acknowledged to me that he is an authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____ A Notary Public commissioned in Utah

_____ Printed Name

Residing in: _____

My commission expires: _____

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

SHEET 1 OF 2

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2017
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____
DAY OF _____, 2017
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2017
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY
OF _____, 2017
BY _____
PARK CITY RECORDER

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

TES:

This plat is subject to the Conditions of Approval in Ordinance 2017-____.

The position of the north ¼ corner of Section 28, Township 2 South Range 4 East SLBM, as shown on this survey, is from the dependent re-survey of Section 28, 29, 31, 22 & 33 performed by Robinson, Biehn & Biehn Inc. in 2000 (Rec.# S-3819, Summit County Recorder's Office).

Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.

A declaration of condominium and a record condominium map will be required for the purpose of the sale of individual units within the development lots shown hereon.

The lots described on this plat are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of May 2, 2007, and recorded on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Payment and Development Covenants, recorded October 4, 2016, as Entry No. 01055133 in the official records of the Summit County Recorder, as amended, Lot 3 has been allocated the right to develop 24.5 Unit Equivalents within no more than 21 dwelling units and the obligation to locate 1.1 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Lot 2 has been allocated the obligation to locate 2.0 Affordable Unit Equivalents thereon and Lot 1 has no on-site affordable housing obligations. The allocation of Unit Equivalents to Lot 2 and Lot 1 may be done at a future date by a separate recorded document. No Unit Equivalents will be allocated to Lot 4, which is to be used in connection with resort and similar activities. No lot within this plat has been allocated any commercial Unit Equivalents.

The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.

Owners and potential buyers of any unit or land within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.

The owner of Lot 3 hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20') of Lot 3, as depicted on this plat as the "Cable UDOT Setback" for the benefit of Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.

This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:

a. Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plat.

b. Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office; potentially affects Lot 2 and Lot 3.

c. Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office, affects Lot 2.

d. Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office, affects Lot 2.

e. Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office, affects Lot 3.

f. Reciprocal Easement Agreement (Resort and Access) to be recorded in advance of or contemporaneously with this plat in the Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.

Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.

The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.

A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association along the frontage of all lots.

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by The Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.

A UDOT Conditional Access Permit or city permit, depending upon the ownership of Marsac Avenue, will be required prior to construction on Lot 1 and for vehicle access to Lot 2 directly from Marsac Avenue.

Fire sprinklers will be required within all dwellings constructed on the lots.

Ski Easement Note: 5' Ski and Pedestrian Easement in favor of Lot 4 for resort operations and trail maintenance and for purpose of providing property owners, invitees and guests of One Empire Pass Condominium with ski and pedestrian access to and from adjoining skiways.

Ski Buffer Note: 10' Skiway Buffer Zone in favor of Lot 4 providing that without prior written consent of owner of Lot 4:

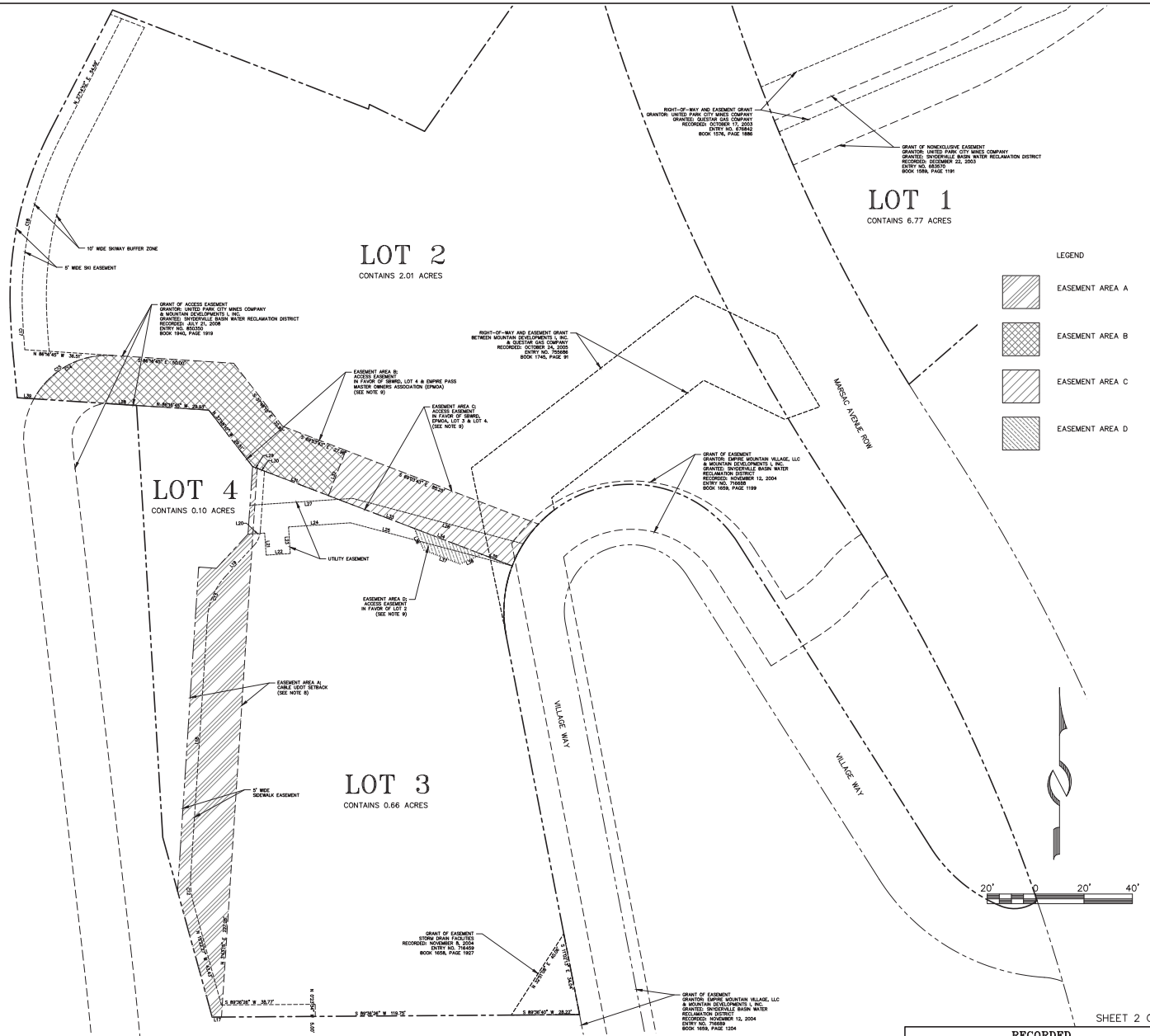
a. no above-ground building or landscaping obstructions may be constructed in the Skiway Buffer Zone.

b. no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone.

The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plat as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of VEPWS Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.

The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plat as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.

At the time of plat recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. Future land uses on Lot 1 shall conform to requirements of applicable zoning regulations for the different portions on the property.



SHEET 2 OF 2

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

5/3/17 JOB NO.: 12-2-16 FILE: X:\Empire\dwg\srv\plat2016\120216-VAEP North Sub

(435) 649-9467
ULTING ENGINEERS LAND PLANNERS SURVEYORS
n Street P.O. Box 2664 Park City, Utah 84060-2664

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

Exhibit E

Village at Empire Pass MPD approval July 28, 2004 (link)

Exhibit E

Flagstaff Development Agreement (link)

Exhibit F

Technical reports (link)

PARK CITY
1884
PLANNING DEPARTMENT

March 5, 2019

Richard Wagner
Jeff Butterworth
Storied Deer Valley LLC
PO Box 4349
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name	Residences at the Tower Condominiums plat
Project Number	PL-18-03975
Project Description	Condominium plat
Date of Action	February 28, 2019

Action Taken by City Council and Planning Commission: On February 13, 2019, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council on this plat. On February 28, 2019, the City Council conducted a public hearing and voted (3-2) to APPROVE the proposed Residences at the Tower Condominium plat located at 8680 Empire Club Drive pursuant to the following:

Findings of Fact

1. Residences at the Tower condominium plat identifies 14 private market rate multi-family residential units totaling 42,453 sf, utilizing 21.227 UE, as well as 1 ADA unit and 1 deed restricted affordable unit, a police substation and the private Talisker Club located on Lot 9 of the First Amended Village at Empire Pass Phase I subdivision.
2. Lot 9 is located in the RD-MPD zoning district and contains 1.53 acres and is addressed as 8680 Empire Club Drive.
3. Access to the property is from Village Way and Empire Club Drive, which are both private streets.
4. Lot 9 is currently partially developed with the private Talisker Club that includes dining and other indoor and outdoor amenities for members.
5. The market rate multi-family residential units range in size from 1,806 sf to 4,229 sf with an average unit size of 3,032 sf. The 737 sf ADA unit is required to be identified as common area. The 737 sf EHU is also platted as common area.

6. A 509 sf police sub-station, platted as commercial area, is proposed on the lower level as a requirement of the Emergency Response Plan Exhibit #7 of the Flagstaff Development Agreement.
7. The property is subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007, as well as associated Technical Reports.
8. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum project densities, location of densities, and developer-offered amenities for the annexation area.
9. The Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60, and PUD units are included in the totals for multi-family units.
10. To date 509 multi-family units (757.28 UE) (of which 60 are PUD style units) and 16 single family units have been approved, platted and/or built within Pods A, B1 and B2 (according to current tabulations). This number includes the 70 units noted in the plat notes for the B2 East subdivision and also includes Empire Residence CUP units currently under construction as Building 3 and Moon Shadow Condominiums for 8 PUD units pending plat recordation). This number also includes all of the Larkspur Townhomes, including Larkspur Townhomes 6 which condominium plat is currently under review.
11. Constructed lodge style buildings include Shooting Star, One Empire Pass, Silver Strike, Flagstaff, Arrow Leaf A and B, Grand Lodge and Ironwood. Lodge buildings still to be approved within Pod A are: Building 1- Residences at the Tower (subject property) and Building 4. The Empire Residences (Lodge Building 3) are currently under construction.
12. There is sufficient density remaining within Amended Agreement and VEP MPD for the proposed 14 multi-family units (21.227 UE).
13. Amended Agreement requires a total of 118.9 AUE (Affordable Unit Equivalents) where 1 AUE is 800 sf. A total of 94.175 off-mountain AUE and 24.725 on-mountain AUE are required. Off-mountain housing has been satisfied. On-mountain housing is partially complete with 16.675 AUE built and 8.05 AUE remaining. These remaining AUE are assigned to Buildings 1, 3, 4 and B2 East.
14. Lodge Building 1 was assigned 0.75 AUE (600 sf) per the Developer at time of sale.
15. The proposed affordable unit consists of 737 sf (0.921 AUE) (not including dedicated storage areas located separate from the unit) platted as common area and shall be deed restricted per requirements of the Housing Resolution prior to plat recordation.
16. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area for Lodge Buildings grouped around the Silver Strike lift and ski runs, various townhouses making up a second tier of units, with PUD style detached units and single family lots on the perimeter. A common amenity building, known as the Tower Club, was central to the VEP MPD. A common mail area, indoor and outdoor recreation facilities, pedestrian

connections and transportation pick-up/drop-off area were included. The VEP MPD also approved heights and Volumetrics for the Lodge buildings.

17. On September 30, 2004, the City Council approved the Village at Empire Pass Phase 1 Subdivision that platted the east side lots of the Village at Empire Pass.
18. On April 13, 2005, the Planning Commission approved the Tower Club Phase I CUP consisting of 2,264 sf of MPD Resort Support Commercial (private dining, kitchen, small convenience store), and 6,616 sf of residential and resort accessory uses (ski lockers, recreation amenities, meeting room, kids club, circulation, storage, mechanical, as well as outdoor amenities such as pool, hot tubs, etc.). The Club was constructed in 2005 and 2006.
19. On February 13, 2008, the Planning Commission approved the Tower Club Phase II CUP for residential units on Lot 9. The approval for 25 units totaling 67,625 sf (33.81 UE) and one (1) ADA unit was granted an extension to July 1, 2010, by the Planning Commission on March 11, 2009. A building permit for Phase II was not issued and the CUP expired. This current CUP proposal represents a reduction in residential density and residential area by 11 units and 25,000 sf (12.58 UE) from the 2008 approval.
20. On January 6, 2011, the City Council approved an amendment to the VEP Phase 1 Subdivision amending Lot 9 to address access, parking, and trail easements. The amended plat was recorded on January 4, 2012.
21. On December 14, 2016, the Planning Commission approved an amendment to the Tower Club Phase I CUP to allow a 1,115 sf expansion of the private dining area, as well as expanded outdoor patio area, 1,000 sf of expanded basement area for accessory uses. The CUP expansion increased the MPD Resort Support Commercial on Lot 9 to 3,379 sf. Construction of the expansion was completed in 2018. The building currently consists of 10,995 sf as indicated on the plans.
22. On October 9, 2018, the Planning Department received a complete application for a Condominium plat and a Conditional Use Permit for a fourteen (14) multi-family unit residential building to be located on Lot 9 of the First Amended Village at Empire Pass Phase One Subdivision.
23. The property is subject to subdivision plat notes that require compliance with the Amended Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20' snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership, and private club area.
25. The Amended Agreement allows a maximum of 75,000 sf of MPD Resort Support Commercial uses. Lot 9 currently is approved, with the Amended Tower Club CUP for 3,379 sf (kitchen, dining, small store) of MPD Resort Support Commercial Uses. Montage Resort was approved for 63,059 sf of MPD Resort Support Commercial and Grand Lodge was approved with 1,275 sf.

26. Total utilized MPD Resort Support Commercial Uses for this building, including this CUP expansion, is 5,803 sf (adding 2,424 sf of Resort Support Commercial uses for Spa, kitchen, and lounge).
27. There is sufficient MPD Resort Support Commercial remaining for the proposed private club expansion as 4,863 sf (according to current tabulations) remain if this project is approved. This space is identified on the plat as part of the Club Unit with additional lines and labels calling out the specific square feet of these areas. A table of the Resort Support Commercial space shall also be included on the plat.
28. The Emergency Response Plan requires a police sub-station to be dedicated within the Empire Club building in Pod A. The Plan calls for "a facility with 3 office spaces, approximately 12' by 12' each, with a combined square footage of not less than 500 sf, plus two reasonably proximate parking spaces". The unit is to be made available to Park City as an empty "white box" for no cost, and not subject to HOA dues or other assessments, as soon as occupancy permits are ready to be issued for the rest of the building and residential units. This space will be identified as a Commercial Unit specifically for the police substation that can be transferred to the City.
29. Guest amenity areas (pools and recreation areas, locker rooms, storage, club office and mechanical, entry areas, lobby and reception areas, lounge/après ski, restrooms, etc.) are proposed on the first, second and third levels. Common residential accessory uses do not require use of UEs. Total floor area of Club and residential guest accessory uses is 14,021 square feet.
30. Based on unit sizes, a minimum of 22 parking spaces are required when taking into consideration the 25% parking reduction (from the 29 required spaces) per the Flagstaff Development Agreement and MPD.
31. An underground parking structure provides 22 parking spaces, including 1 ADA spaces, as well as limited common storage areas for each unit. Two surface spaces are provided at the street for the police sub-station. One surface space will be provided for short term pick-up and drop-off.
32. Each unit has one assigned limited common parking space and the remaining spaces are common.
33. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Residences at the Tower Conditional Use Permit in terms of density, units, UE, building height, uses, setbacks, and parking.
34. The MPD requires Construction Mitigation Plans to be submitted with each CUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
35. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of the initial building permits within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
36. The condominium plat allows for the sale of individual units.

Conclusions of Law

1. There is good cause for this condominium plat.

2. The condominium plat is consistent with the 2007 Amended Flagstaff Annexation and Development Agreement, the Village at Empire Pass MPD, the First Amended Village at Empire Pass Phase 1 Subdivision, the Park City Land Management Code and applicable State laws regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium 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 condominium plat for compliance with State law, the Land Management Code, 2007 amended Flagstaff Development Agreement, Village at Empire Pass MPD and these conditions of approval, prior to recordation of the plat.
2. The applicant will record the condominium plat at Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. City Engineer and SBWRD approval of the final infrastructure and utility plans is a condition precedent to plat recordation.
4. Development within Empire Pass is governed by that certain Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.
5. The Agreement between the Empire Master Owner's Association and Park City attached at Exhibit B ("Agreement") to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby achieving substantial compliance with the Historic Preservation Plan for the time periods set forth herein. The Agreement shall be executed in full and ratified by the City Council prior to recordation of the Twisted Road Subdivision or other REDUS plat, whichever comes first.

6. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD), First Amended Village at Empire Pass Phase 1 Subdivision, and the Residences at the Tower Conditional Use Permit (CUP) apply to this plat.
7. All applicable required and recorded utility, access, snow storage, trails, etc. easements shall be indicated on this condominium plat prior to recordation and building permit issuance.
8. The plat shall note that public safety access and public utility easements are hereby dedicated for all private streets and that that the private streets shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration.
9. This property is also subject to a Master Homeowners Association document and Maintenance Agreement for the Mountain Village, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
10. A Construction Mitigation Plan, including truck routing, is a submittal requirement of the building permit application.
11. The deed restricted employee housing unit (EHU) shall be a minimum of 737 sf (0.921 AUE), exclusive of additional storage area to be dedicated to this unit. One AUE is equivalent to 800 sf according to the 2007 Development Agreement.
12. The EHU and ADA units shall be platted as common area.
13. A deed restriction for the EHU unit, acceptable to the City, shall be recorded with or prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns regarding maintaining affordability of the unit. The plat shall note that the EHU is subject to a deed restriction. The EHU and ADA units shall be available for occupancy at the same time as the entire building and when the market rate units are issued a certificate of occupancy.
14. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
15. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
16. Conditions related to the police sub-station unit shall be described in the CCRs, and/or by separate agreement with the City, prior to recordation, consistent with language in the Emergency Response Plan of the Amended Flagstaff Agreement.
17. The plat shall note that fire sprinklers are required for new construction on the Lot per the Chief Building Official at the time of review of building permits and all requirements for emergency access according to the Park City Fire District and Park City Building Department shall be addressed prior to building permit issuance.
18. The plat shall note the number and square footages of all residential units and shall indicate the total square footage and Unit Equivalents of the 14 market rate units and all common areas.
19. The plat shall note the Resort Support Commercial square footage and a table of the Resort Support Commercial space shall be included on the plat. The plat shall note the Club and residential guest accessory square footage and shall include a table on the plat.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. A plat note shall restrict the Resort Support Commercial areas and associated Club accessory areas as a Private Club for members and shall not be sold or used as a commercial or retail establishment for the public, with the exception of the store area.
22. A plat note shall restrict the police substation commercial unit as a police substation. In the event that the police substation is vacated by the City, the HOA may apply to amend this plat and the CUP for common or limited area storage, mechanical or other similar uses. No commercial, office or residential use is allowed unless additional density/UEs are acquired and the addition of such is approved by plat and CUP amendment.

Sincerely,

Kirsten A. Whetstone

Kirsten A Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into effective as of the ___ day of _____, 2019, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and body politic ("City"), and EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association"), each a "Party" and collectively the "Parties" herein.

Recitals

A. The area known as Empire Pass ("Empire Pass") is a residential mountain development located in Park City, Summit County, Utah, a portion of which is located within the boundaries and jurisdiction of the City.

B. Empire Pass is governed by the covenants, conditions, and easements set forth in that certain *Certificate of Amendment and Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Empire Pass* recorded on December 14, 2004 as Entry No. 719855 in Book 1666 at Page 1054 in the records of the Summit County Recorder, as amended and supplemented from time to time (collectively, "Declaration"). The Association is a Utah nonprofit corporation organized to administer and enforce the terms of the Declaration and to exercise the rights, powers, and duties set forth in the Declaration.

C. Development within Empire Pass is governed by that certain *Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, the 20-Acre Quinn's Junction Parcel, and Iron Mountain* entered into by and between United Park City Mines Company, Deer Valley Resort Company, and Park City Municipal Corporation, a third class city of the State of Utah, and recorded on March 2, 2007, as Entry No. 806100 in Book 1850 at Page 1897 in the records of the Summit County Recorder, as amended or supplemented from time to time ("Development Agreement").

D. The Development Agreement required the Developer, as such term is defined in the Development Agreement, to develop a Historic Preservation Plan, which said 127 page Historic Preservation Plan was prepared by SWCA, Inc., on August 2000 and is entitled, *Historic Preservation Plan for Flagstaff Mountain Association, Park City, Summit County, Utah,* as amended or supplemented from time to time including by that certain *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)(collectively, the "Historic Preservation Plan"). The *Historic Preservation Plan, Exhibit 6* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 6") identified historic preservation work needed at 21 historic mining sites within the Flagstaff Mountain Annexation Boundary and specified that the master homeowner association was responsible for maintaining any site that was not part of an ongoing operation.

E. The Parties desire to enter into this Agreement to set forth a plan for the Association to address the Maintenance, as defined herein, needs of certain historic mining sites thereby satisfying the requirements of the Historic Preservation Plan for the time periods set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual covenants set forth herein, the Parties agree as follows:

1. Recitals. The Recitals A through E are incorporated herein and made a part hereof.

2. Definition. As used herein, the term "Maintenance" or "Maintain" shall mean the maintenance work required to stabilize a structure to arrest decay but not to stop a structure's decay completely. The term "Maintenance" or "Maintain" does not require that any work be performed to make a structure habitable or compliant with any code, regulation, statute, or law. The term "Maintenance" or "Maintain" refers to recommended repairs, stabilization and public protection options in Exhibit 6, and does not require that a structure be restored to habitability.

3. Payments. Association agrees to cause the following payments to be made, within 30 days of execution of this Agreement as follows:

(a) To Park City Museum & Historical Society, the amount of Sixty-Five Thousand Dollars ($65,000), to reimburse the society for amounts expended in preserving the Little Belle Mine Ore Bin facilities in summer 2018.

(b) To City, from Storied Deer Valley LLC, a Delaware limited liability company ("Storied"), and Redus Park City, LLC, a Delaware limited liability company ("Redus"), the amount of Forty Thousand Dollars ($40,000.00) each, for a total of Eighty Thousand Dollars ($80,000.00), to be held by City in escrow for costs incurred by the Association in completing the roof stabilization and related structure protection work at the Judge M + S building during the summer of 2019, and other priorities identified by the Director and agreed to by the Association.

(c) The escrow described in Subsection 3(c) shall be distributed to Association, by City, within 14 days of Association supplying City with evidence of paid invoices for work performed on the Judge M + S building, and other priorities identified by the Director and agreed to by the Association.

4. Process for Determining Maintenance Work to Be Done on Sites. From 2019 through 2029, the Association agrees to meet with the City's staff ("Staff"), at a minimum, once a year, on or before each March 1st (the "Annual Meeting") to discuss prior construction season's Maintenance work and project prioritization and scope of any Maintenance work ("Scope of Work") to be done during the upcoming construction season on any historic mining sites identified on Exhibit 6, with a priority being those projects identified on Exhibit "A" hereto ("Sites"). The Parties acknowledge that the Sites upon which it was mutually agreed that Maintenance work would take place are not located on land owned by or under long term lease to the Association. Notwithstanding any other provision of this Agreement to the contrary, the Parties agree that this Agreement shall be applicable to those Sites to the extent that legal access is provided to the Association, and as may be required to permit the Association to satisfy its obligations hereunder.

(a) At each Annual Meeting, the Parties shall discuss, at a minimum, the following:

(i) Review of the process, timeline and costs associated with the most recent construction season's project(s);

(ii) Determination of Scope of Work, process, responsibility and timeline for documenting and recording the project's work;

(iii) Determination if additional work is needed for the following year for the recently maintained, stabilized or completed Site(s);

(iv) Review of potential need to secure any Sites to which no Maintenance work has been done in order to deter vandalism, damage or destruction, or to stabilize such Sites;

(v) Assessment of remaining funds and identification of funding strategies for the next year's budget;

(vi) Review and update of projects and Sites;

(vii) Preparation by the Staff, after consultation with the Association, of an annual report to the Community Development Director;

(viii) The results of City inspection of the Sites to evaluate their condition and potential work to be performed;

(ix) Selection of projects for upcoming construction season;

(x) Communication and coordination, as necessary, with the Friends of Ski Mountain Mining History ("FSMMH"); and

(xi) Determination of the necessary permitting process, including timelines and responsible parties.

(b) After the completion of the meeting, the Parties shall agree on the Scope of Work to be done during the upcoming construction season.

5. Performance of Work on Sites.

(a) Upon the agreement by the Parties of the Scope of Work to be undertaken during each construction season, Association shall be responsible for project management, oversight and payment of contractors. Association shall provide City with project accounting at end of each construction season.

(b) Unless otherwise agreed in writing, the Association shall be the contracting party on the mutually agreed Maintenance work on the Sites. The Association may apply its customary policies, procedures and requirements, including without limitation, insurance and workmen's compensation requirements, to all contractors, subcontractors and materialmen working at a Site or accessing a Site through Empire Pass.

(c) In connection with, or prior to, any work being performed, the Association shall submit work plans and cost estimates to a City-employed individual designated by the Staff. Association shall be responsible for processing and payment of invoices for approved Scope of Work. In the event that any work is performed directly by Association, Staff shall review and approve any payments to Association from Maintenance Funds. At its option, the Association may also require lien/payment bond waivers from contractors paid from previous draw requests or disbursements (*e.g.,* lien waivers provided "in arrears"), in accordance with ordinary and customary construction practices.

6. Inspection, Maintenance, and Securing of Sites. The obligation to inspect the Sites for the purposes of this Agreement shall be upon the City, and the Association shall have no obligation to inspect or to monitor the Sites. Each construction season, Association shall diligently pursue the completion of Scope of Work agreed to in the Annual Meeting with Staff. To the extent funds on hand are not sufficient to pay for contemplated annual Scope of Work, the Association and City will agree on a revised "Scope of Work" and estimated cost budget for such Maintenance work for the upcoming year based on funds available, subject to the following terms and conditions:

(a) On an annual basis for ten (10) years, on or before May 1st each year, the Association shall contribute half of the annual amount required to establish a maintenance fund in the amount of Forty Thousand Dollars ($40,000.00) ("Maintenance Fund"). In consideration of the Association entering into this Agreement, the City agrees to forego, annually, Twenty Thousand Dollars ($20,000.00) of "Open Space/Transit Management Fee" ("OSTM Fee") income owed to the City each year from transactions according to Section 7.15 of the Declaration. OSTM Fee income foregone by City shall be added to the Maintenance Fund and City shall allow the Association to utilize such OSTM Fee money for purposes of discharging the obligations described in this Agreement. The Association shall have the option, in its sole discretion, to pay all or a portion of its annual maintenance contribution in advance, and to credit the amount of prepaid maintenance contributions against the next year's or years' maintenance contributions that would otherwise be payable by the Association.

(b) The Association's initial obligation to contribute towards the Maintenance Fund shall be ten (10) years from the first maintenance contribution by the Association. On or before the ninth (9th) anniversary of the first maintenance contribution by the Association, the Parties agree to meet to discuss future ongoing funding levels appropriate to continue to satisfy Association's obligations under Exhibit 6 to the Development Agreement, and a possible extension of this Agreement in furtherance thereof. Unless otherwise agreed, the Association and City contribution shall automatically renew for an additional ten (10) years, provided that the total annual Maintenance Fund amount shall be reduced to $20,000.00 ($10,000 each) unless otherwise agreed by the Parties.

(c) The Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund on other historical mining projects other than the Sites so long as such historical mining projects are located within the Flagstaff Annexation Boundary or Empire Canyon watershed and such expenditure is approved in advance by both the Association and the City. After the first ten (10) years, the Association shall have the right, but not the duty, to spend monies out of the Maintenance Fund for open space responsibilities, including funding for the Conservation Easement grantees [City and Summit Land Conservancy] consistent with express purposes of the OSTM pursuant to the Development Agreement, and Open Space Technical Report. The agreement of the Association to spend Maintenance Fund monies on projects beyond those required under the Development Agreement and Historical Preservation Plan shall in no way create any ongoing responsibility for ongoing involvement with such projects.

(d) Maintenance contributions made by the Association for these purposes during this ten (10) year period which are not spent for such purposes within the calendar year in which they are contributed will be carried over and combined with the maintenance contribution for the following year, to be applied toward the mutually agreed Scope of Work for the following year, so that yearly maintenance contributions can accumulate to fund larger Maintenance projects, if necessary. Maintenance contributions will be held by the Association in the Maintenance Fund, and disbursed to pay for work upon mutual agreement of the Association and Staff.

(e) Unless otherwise agreed in writing between the Parties, the Association shall be the contracting party for all required Maintenance work to be performed for the agreed ten (10) year period on Sites, and the Association may require such licenses, bonding, insurance and other conditions and requirements for third parties performing such work on behalf of the Parties as the Association customarily imposes on third party contractors working at Empire Pass. The City shall waive any permit, inspection and other fees applicable to work contracted for by the Association or the City pursuant to this Agreement. Nothing in the Association's status as the "contracting party" shall impose any payment obligations or other financial liability on the Association, except as otherwise expressly set forth herein with respect to the maintenance contribution described above. The Association will use reasonable efforts to solicit three (3) quotes for any third party work and will inform the City Implementation Department of the status of any solicitation for work.

(f) Nothing herein shall be deemed to impose any obligation or legal liability on the Association for Maintenance of Sites, except as expressly provided in the Development Agreement/ Historic Preservation Plan and as mutually agreed between the Association and the City, and no ongoing obligations beyond those exist.

7. Obligations of the Parties. The Parties agree that no later than six (6) months after execution of this Agreement by the Parties, the Parties shall have worked in good faith to prepare and shall have executed an updated historic preservation plan identifying outstanding work requirements on the Sites (the "New Exhibit"). The update will take the form of an amendment to Exhibit 6, and require Planning Commission public hearing and approval, and a written acknowledgment of acceptance from both Parties.

8. Long Term Maintenance License(s) and Access Rights. Association and City shall make best efforts to secure long term maintenance and access rights required for Association to perform maintenance work on third party Sites as prescribed in Section 4 of this Agreement. Association will be the initial point of contact with applicable property owners.

9. Open Space Obligations. To clarify management responsibilities assigned under Section 4.4 of *Flagstaff Mountain Resort Open Space Management Plan, Exhibit 5* dated May 2001 (and subsequently Revised and Approved December 2001)("Exhibit 5"), the Parties hereby agree and acknowledge that the Association is only responsible for managing any open space areas owned by the Association.

10. No Assumption of Environmental Liability. Nothing in this Agreement or in the Association's acting as contracting party for any of the work contemplated by this Agreement, shall be deemed an assumption of, or impose any liability on the Association, financial or otherwise, for any environmental remediation or clean-up related to the Sites, or the pre-existing conditions thereon.

11. Due Authorization and Execution. Each Party hereto represents and warrants to the other Party that execution and delivery of this Agreement has been duly authorized by all necessary action.

12. Successors and Assigns. The terms, covenants and conditions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties.

13. Notices. All notices under this Agreement must be in writing and delivered to the notice address below (i) by registered, express, or certified mail, (ii) by courier or messenger service, or (iii) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused.

If to the Association:

Empire Pass Master Owners Association, Inc.
Attn: President
4188 SR 248
P.O. Box 99 Kamas, Utah 84036

With a copy to:

Douglas C. Shumway, Esq.
Miller Harrison Lawyers
50 W. Broadway, Ste 450
Salt Lake City, UT 84101

If to the City:

Park City Municipal Corporation
PO Box 1480
Park City, Utah 84060
Attention: Planning Department

With a copy to:

Park City Attorney's Office
PO Box 1480
Park City, Utah 84060

Either Party may change its addresses for notices pursuant to a written notice which is given in accordance with the terms hereof. The foregoing notice requirements are subject to the provisions below. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday for which U.S. mail service is not provided. Whenever any date or the expiration of any period specified under this Agreement falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day thereafter.

14. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action upon any third party that is not a Party to this Agreement, with the exception of the intended third party beneficiaries Redus Park City LLC and Storied.

15. Miscellaneous.

(a) Counterparts; Facsimile Transmission. This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

(b) Due Authorization and Execution. Each Party represents and warrants to the other Party that execution and delivery of this Agreement have been duly authorized by such Party, and that this Agreement is valid and binding upon such Party. This Agreement is subject to approval by the City Council within forty-five (45) days of execution.

(c) No Partnership. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in conduct of their respective businesses or otherwise.

(d) Severability. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

(e) Waivers and Amendments. No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby. This Agreement may be amended or modified only by an instrument to that effect executed by the parties hereto, and only to the extent expressly set forth therein.

(f) Captions. The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

(g) Attorneys' Fees. If any Party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing Party shall have and recover against the other Party, in addition to all court costs and disbursements, such sum as the applicable court may adjudge to be reasonable attorneys' fees.

(h) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah.

(i) Time of the Essence. Time shall be of the essence with respect to the performance and observance of the covenants, agreements, terms, conditions and provisions set forth herein.

(j) No Default. Upon their execution of this Agreement, the Parties each acknowledge and agree that neither the Association, nor Redus, nor Storied are in Default under the Historic Preservation Plan. So long as the Parties perform the obligations set forth in this Agreement, including diligently pursuing any additional maintenance or preservation work identified in the New Exhibit with available funding from the Maintenance Fund, there shall be no default under the Historic Preservation Plan.

(k) Interpretation of this Agreement. The Parties agree that the purpose of this Agreement, with its New Exhibit, shall be to modify, clarify and implement the Historical Preservation Plan and to confirm the responsibilities for implementation of the preservation purposes described in the Development Agreement.

[Remainder of page intentionally left blank]

[Signatures on following pages]

EXECUTED AS OF THE DATE FIRST WRITTEN ABOVE.

"CITY"

Park City Municipal Corporation, a Utah municipal corporation and body politic

By: _____
Mayor

Attest:

By_____
City Recorder

Approved as to Form:

By_____
City Attorney's Office

"ASSOCIATION"

EMPIRE PASS MASTER OWNERS ASSOCIATION, INC., a Utah non- profit corporation

By: _____

EXHIBIT "A"

SITES-

a) *Judge Mining & Smelting Company Office*. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner to perform such Maintenance work. The Parties will work together to determine the scope of the required roof repair and other required Maintenance efforts.. The Parties agree that the Association's Maintenance efforts will be limited to the building structure, and that the Association shall not be required to restore the interior in any way or to pursue any adaptive reuse of this structure.

b) *Daly West Mine Fire Hydrant Shacks.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third party, any Maintenance required on this structure is contingent on the Association having secured easements from the third party owner of the structure to perform such repair work.

c) *Little Bell Mine Ore Bin.* The Parties hereby agree that this structure is still in good condition. There is no apparent need for immediate work other than ongoing Maintenance. Because this structure is owned by a third-party, any maintenance required on this structure is contingent on the Association having secured easements from the third-party owner of the structure to perform such repair work.

d) *Interpretive Signs.* The Parties hereby agree that the Association shall install, maintain, and replace those interpretive signs agreed to by the Parties in fulfilment of interpretive signage obligation in the Historic Preservation Plan.