



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 27, 2022**

NOTICE OF HYBRID IN-PERSON AND ELECTRONIC MEETING: The Council of Park City, Utah, will hold its regular meeting with an anchor location for public participation at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 on October 27, 2022. Council members may participate in person or connect electronically by Zoom or phone. Members of the public may attend in person or participate electronically. Public comments will also be accepted virtually. To comment virtually, use eComment or raise your hand on Zoom. Written comments submitted before or during the meeting will be entered into the public record but will not be read aloud. For more information on attending virtually and to listen live, please go to www.parkcity.org.

CLOSED SESSION - 4:15 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code section 52-4 et seq.), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; and for attorney-client communications (Utah Code section 78B-1-137) or any other lawful purposes.

PARK CITY HOUSING AUTHORITY MEETING - 5:00 p.m.

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. OLD BUSINESS

1. Consideration to Approve Modifications to the Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums, 7677 Village Way
(A) Public Hearing (B) Action
[Modification of Employee Housing Restrictive Covenants Staff Report](#)
[Exhibit A: Draft Argent Affordable Housing Restrictive Covenant](#)
[Exhibit B: Recorded Deed Restriction for Argent Employee Units](#)
[Exhibit C: Argent Deed Restriction AMI to Deer Valley Resort Wages](#)
[Exhibit D: Employee Unit Plans](#)

IV. ADJOURNMENT

PARK CITY COUNCIL WORK SESSION

5:20 p.m. - Winter Transit to Trails Update
[Winter Transit to Trails Staff Report](#)

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. 2022 Semi-Annual Council Strategic Planning Retreat Summary
[Semi-Annual Retreat Summary Staff Report](#)
[Exhibit A: City Council Liaisons](#)
[Exhibit B: Future Council Meeting Topics](#)
2. Community Engagement Quarterly Update
[Community Engagement Quarterly Update Staff Report](#)
[Exhibit A: Social Media Quarterly Report](#)
3. Deed Restriction Template for the Live Local Park City Lite Deed Restriction Program
[Lite Deed Restriction Staff Report](#)
[Exhibit A: Lite Deed Restriction - Draft Restrictive Covenant](#)
[Exhibit B: Draft Communications and Marketing Outline for Live Park City](#)
[Exhibit C: Step by Step Guide](#)
[Exhibit D: Guide for Homeowners](#)
[Exhibit E: Guide for Realtors](#)

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from September 27, 2022
[September 27, 2022 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve Resolution 20-2022, a Resolution Declaring November 1, 2022, as "Extra Mile Day" in Park City, Utah
[Extra Mile Day Staff Report](#)
[Exhibit A: Extra Mile Day Resolution](#)
2. Request to Approve a Three-Year Professional Services Agreement for Special Event and Peak Day Transportation and Personnel Services Management, with Kane LLC, Not to Exceed \$358,032 Annually, in a Form Approved by the City Attorney
[Special Event and Peak Day Traffic Staff Report](#)
[Exhibit A: Kane Proposal 2022](#)
[Exhibit B: Scope of Work](#)
3. Request to Approve a Settlement Agreement in a Form Approved by the City Attorney's Office with Kenneth and Sandra Flores in the Amount of \$100,000 Regarding Claims Arising Out of Construction at 955 Saddle View Way, Park City
[Flores v. PCMC Proposed Settlement Staff Report](#)

VI. OLD BUSINESS

1. Park City Kimball Art Festival Debrief and Agreement Next Steps
(A) Public Input
[KAC Debrief and Future Agreement 2022 Staff Report](#)
[Exhibit A: KAF Feedback and Survey Results](#)
[Exhibit B: Kimball Art Center Request](#)

2. Consideration to Approve Ordinance No. 2022-21, an Ordinance Amending the Land Management Code Sections 15-2.5-2 Historic Recreation Commercial, 15-2.6-2 Historic Commercial Business, 15-2.13-2 Residential Development, 15-2.14-2 Residential Development - Medium Density, 15-2.18 General Commercial, 15-2.16-2 Recreation Commercial, and 15-2.17-2, Regional Commercial Overlay to Allow "Dwelling Unit, Fractional Use," Enacting Section 15-4-23, "Dwelling Unit, Fractional Use" and Amending Section 15-15-1 to Define "Dwelling Unit, Fractional Use"
(A) Public Hearing (B) Action
[Fractional Ownership Staff Report](#)
[Exhibit A: Draft Ordinance No. 2022-21](#)
[Exhibit B: Public Comments](#)
[Exhibit C: Pacaso Presentation from May 25, 2022](#)
[Exhibit D: Background](#)
[Exhibit E: Fractional Ownership Map with Pending Subdivisions](#)

VII. NEW BUSINESS

1. Consideration to Approve the Memorandum of Understanding with the Park City Seniors Regarding the Potential Development of the Woodside Park Properties Owned by Park City Municipal Corporation
(A) Public Input (B) Action
[Seniors MOU Staff Report](#)
[Exhibit A: Draft MOU](#)
2. Consideration to Approve Ordinance No. 2022-42, an Ordinance Approving the Heimpel Plat Amendment Located at 455 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[455 Woodside Avenue Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance No. 2022-42 with Plat](#)
[Exhibit B: Existing Plat](#)
[Exhibit C: Topographic Survey](#)
[Exhibit D: Site Photos](#)
3. Consideration to Approve Ordinance No. 2022-43, an Ordinance Approving the Stonebridge Amended Plat, Located at 1201 Stonebridge Circle, Park City, Utah
(A) Public Hearing (B) Action
[Stonebridge Amended Plat Staff Report](#)
[Exhibit A: Draft Ordinance No. 2022-43 and Proposed Plat](#)
[Exhibit B: Stonebridge PUD Plat](#)
[Exhibit C: Applicant Narrative](#)
[Exhibit D: Stonebridge HOA Approval](#)
[Exhibit E: Architect Drawings](#)
4. Consideration to Approve Ordinance 2022-44, an Ordinance Approving the 569 Park Avenue Subdivision, Located at 569 Park Avenue, Summit County, Park City, Utah
(A) Public Hearing (B) Action
[569 Park Avenue Staff Report](#)
[Exhibit A: 569 Park Avenue Draft Ordinance No. 2022-44](#)
[Exhibit B: Proposed Plat](#)
[Exhibit C: Existing Conditions Survey](#)
[Exhibit D: 569 Park Avenue Background](#)
[Exhibit E: 1986 Building Permit](#)
[Exhibit F: 1985 Zoning Map](#)
[Exhibit G: 1987 HR - 1 Land Management Code](#)
[Exhibit H: Historic Preservation Board Input](#)

VIII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

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

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve Modifications to the Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums, 7677 Village Way
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Modification of Employee Housing Restrictive Covenants Staff Report](#)

[Exhibit A: Draft Argent Affordable Housing Restrictive Covenant](#)

[Exhibit B: Recorded Deed Restriction for Argent Employee Units](#)

[Exhibit C: Argent Deed Restriction AMI to Deer Valley Resort Wages](#)

[Exhibit D: Employee Unit Plans](#)

Housing Authority Staff Report

Subject: 7677 Village Way – Argent at Empire Pass Condominiums
Modification of Employee Housing Restrictive Covenants
Author: Browne Sebright
Department: Housing Team
Date: October 27, 2022
Type of Item: Administrative

Recommendation

Hold a public hearing and consider approving the proposed modification to the Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums to correct technical errors in the original Deed Restriction and to update the definition of “Qualified Renter.”

Background

See October 6, 2022, Housing Authority meeting ([staff report](#), [meeting audio](#)) for the previous discussion on this item, as well as previous approvals. Please reference the Staff Report for the background of this item, the request to update incorrect references in the existing deed restriction, and the explanation of household incomes for employees of the Deer Valley area.

Analysis

At the October 6, 2022, Housing Authority meeting, we were directed to work with the developer’s team to clarify the language defining limitations for Qualified Renters for each of the two employee affordable housing units required at the Argent development.

Based on the wage data for the Deer Valley area provided by the developer, the existing language of the deed restriction that limits Qualified Renters to households with an income that is 45% or less than AMI will exclude most of the workforce of the Argent Condominiums, Deer Valley Lodging, and Empire Pass.

Based on the Housing Authority’s direction, the developer’s team and Housing Team have proposed modifications to sections 1.28.1 and 1.28.2 in the definition for a Qualified Renter. The purpose of these changes is to identify the maximum AMI limits for each unit (studio and one-bedroom) and for households of different sizes (1 or 2-person households). The tables included in the definition describe the exact income limitations for each unit when occupied by specific household sizes:

Original

1.28 Qualified Renter. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.28.1 A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) an entity or entities performing services within the Property or (b) of a business or enterprise operating within the Deer Valley Area; and

1.28.2 Households with an income that is 45% or less of AMI.

Proposed

1.28 Qualified Renter. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

1.28.1. A person with a minimum of one adult in **their** Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) an entity or entities performing services within the Property or (b) of a business or enterprise operating within the Deer Valley Area **and (c) whose household income is compliant with the following:**

	Single Person Household	Two-Person Household
EMP – A	Less than 100% of AMI	Less than 150% of AMI
EMP – B	Less than 80% of AMI	Less than 100% of AMI

1.28.2. A person with a minimum of one adult in **their** Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) business or enterprises within the Park City School District may be considered Qualified Renters when reasonable efforts to rent to those employed by an entity or entities performing services within the Property or of a business or enterprise operating within the Deer Valley Area are not successful, and (b) whose household income is compliant with the following:

	Single Person Household	Two-Person Household
EMP – A	Less than 80% of AMI	Less than 80% of AMI
EMP – B	Less than 80% of AMI	Less than 80% of AMI

1.28.3. Individuals who are self-employed do not qualify as “Qualified Renters”.

Figure 2. Proposed Modifications to Section 1.28 of the Deed Restriction.

The proposed language allows for appropriate income and employment restrictions for the units and their expected occupancy based on their configurations.

One-Person Household

- Establishing definitions for Qualified Renters where a one-person household has an income not exceeding 80% of AMI allows for unit EMP-A to be accessible to all hourly job titles, and for entry-level salary job titles.
- Establishing definitions for Qualified Renters where a one-person household has an income not exceeding 100% of AMI allows for unit EMP-B to be accessible to all hourly job titles, and salary job titles, excluding general managers.

Two-Person Household

- Establishing definitions for Qualified Renters where a two-person household has an income of 100% or less of AMI allows unit EMP-B to be accessible to nearly all households where both persons have any level of hourly job titles, and for households in which both persons have entry-level salary job titles.
- Establishing definitions for Qualified Renters where a two-person household has an income of 150% or less of AMI allows unit EMP-A to be accessible to all hourly job titles, and salary job titles, excluding general managers.

Recommendation

Approve the request to modify the definition of Qualified Renters and update the incorrect references as outlined in the staff report and included in the draft deed restriction (Exhibit A).

Attachments

Exhibit A: Draft Deed Restriction

Exhibit B: Recorded Deed Restriction for Argent Employee Units

Exhibit C: Argent Deed Restriction AMI to Deer Valley Resort Wages

Exhibit D: Employee Unit Plans

WHEN RECORDED, RETURN TO:

City Recorder
Park City Municipal
Corporation PO Box 1480, 445
Marsac Avenue Park City, UT
84060

**RESTRICTIVE COVENANT PROTECTING THE AFFORDABILITY AND
SUSTAINABILITY OF UNITS EMP-A EMP-B AT ARGENT AT EMPIRE PASS
CONDOMINIUMS**

This Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums (the “Covenant”) is made and entered into as of the ____ day of _____, 2020 (the “Effective Date”), by and between LOT 2 EMPIRE PASS NORTH, LLC, a Delaware limited liability company (the “Developer”), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the “City”) with respect to certain real property and improvements to be constructed on a portion of Lot 2 of the Village at Empire Pass North Subdivision, situated in Park City, Summit County, State of Utah and more particularly identified on **Exhibit “A”** hereto (the “Property”). The Developer, each subsequent Unit Owner, and the City are referred to in this Covenant collectively as the “Parties” and, individually, as a “Party”.

RECITALS

- A. Whereas the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property in that certain Amended and Restated Development Agreement for Flagstaff that was originally approved by City Council Resolution No. 99-30 on June 24, 1999 and subsequently amended on March 2, 2007, which was filed in the Summit County Recorder’s Office on March 2, 2007 as Entry No. 806100, in Book 1850, Page 1897, as amended (the “*Empire Pass Development Agreement*”) which requires, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;
- B. Whereas the development of the Property is also subject to the conditions of approval of the Master Planned Development for the Village at Empire Pass (Pod A), known as the Village Master Planned Development, approved July 28, 2004; the conditions of approval of the Village at Empire Pass North Subdivision, Park City Ordinance 2017-30; and Park City Ordinance 2019-58, pursuant to application number PL-19-04278, and approved by the Park City Planning Commission on December 5, 2019;
- C. Whereas, pursuant to the Empire Pass Development Agreement and Park City Ordinance 2019-58, approving a condominium plat for the Property, the Developer is obligated to provide two condominium units on the Property as affordable/employee housing “AUEs,” each having at least 800 square feet; Whereas, the Development Agreement states that the

AUEs “shall be sold or rented at prices and terms consistent with the City’s affordable guidelines in effect at the time a Certificate of Occupancy is issued for the AUE;”

- D. Whereas, the AUEs shall subject to the City’s affordable guidelines and the current Affordable Housing Resolution, Resolution No. 03-2017;
- E. Whereas, that Declaration of Condominium for Argent at Empire Pass Condominiums, recorded in the Summit County Recorder’s Office as Entry No. 1128152, and beginning at Book No. 2557 and Page No. 156 (the “*Condo Declaration*”), and that Argent at Empire Pass Condominiums plat and record of survey map recorded in the Summit County Recorder’s Office as Entry No. 1128150, and beginning at Book No. 2557 and Page No. 1514 (the “*Plat*”), establish a condominium project on the Property (the “*Project*”) and designate condominium Units EMP-A and EMP-B as more fully described on **Exhibit “B”** (the “*Units*”);
- F. Whereas in conjunction with recording the Plat and the Condo Declaration, the Parties are entering into this Covenant, intending that it be a covenant running with the land; and
- G. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners or Project Owner and shall run with the land, enforceable by the City against the Developer and the Unit Owners and Project Owner, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1.**AFFILIATE.** The following shall be considered an Affiliate of the Developer or any subsequent Project Owner:

1.1.1 successor by dissolution, merger, consolidation, distribution, or reorganization;

1.1.2 successor to Developer by reason of its conversion to another kind of legal entity;

1.1.3 a grantee of Developer under a deed delivered without payment of actual valuable consideration conveying title to the Unit

(a) if the stock, shares, memberships, or other equity interests of the grantee are wholly owned by the Developer, if the grantee wholly owns the

Developer, or

- (b) if the grantee is wholly owned by an affiliated entity of the Developer, provided the affiliated entity and the Developer are both wholly owned by the same person or entity.

1.1.4 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2.AFFORDABLE UNIT EQUIVALENT (AUE). As defined in the Empire Pass Development Agreement, residential unit with at least 800 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3.ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as **Exhibit “E”**, *Park City Affordable Housing Affidavit for Rented Units*, and **Exhibit “F”**, *Park City Affordable Housing Affidavit for Owner Occupied Units*, as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner and each Unit Owner, respectively, in accordance with Sections 2.8 and 3.18.

1.4.AREA MEDIAN INCOME. (AMI) As of any date, the definition given “area median income” by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if “area median income” is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5.CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6.CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7.DEER VALLEY AREA. All of the property and improvements in the area covered by the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit dated November 30, 2016, the area covered by the Empire Pass Development Agreement and the area commonly known as “Deer Crest.”

1.8.DISABILITY. Physical or mental impairment that substantially limits one or more of a person’s major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as “Handicap” as defined 24 C.F.R. § 100.201.

1.9.DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention

of making a permanent home for a minimum of nine (9) months out of each calendar year.

- 1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.
- 1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.
- 1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- 1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to Section 2.3.
- 1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in Section 3.14.
- 1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.
- 1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.
- 1.17. NOTICE. Correspondence complying with the provisions of Section 6.8.
- 1.18. OFFER DATE. shall have meaning assigned in Section 3.9.
- 1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with Section 3.8 herein.
- 1.22. PARK CITY SCHOOL DISTRICT BOUNDARIES. The latest school district boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.
- 1.23. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are

designated on **Exhibit “C”**; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to Section 3.14.

- 1.24. **PRIMARY RESIDENCE**. The place where a Domicile has been established.
- 1.25. **PROJECT OWNER**. the Developer, as the owner of the Property and initial owner of the Project, and any successor, transferee, or Affiliate of Developer who gains title to a Unit in accordance with Section 2.1.1. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to Section 3.1.
- 1.26. **PURCHASE PRICE**. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)’ or Project Owner(s)’ Unit, not including any title insurance, transaction costs or real estate commissions.
 - 1.26.1 The Purchase Price deemed to have been paid by the Developer for EMP-B, a one bedroom unit, as the first Project Owner, is \$322,850 in 2020, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
 - 1.26.2 The Purchase Price deemed to have been paid by the Developer for EMP-A, a studio unit, as the first Project Owner, is \$278,300 in 2020, and is calculated to be affordable to a one-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
- 1.27. **QUALIFIED BUYER**. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:
 - 1.27.1. A person who does not own any other real property;
 - 1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:
 - (a) A full-time (aggregate of 30 or more hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries,
 - (b) An owner of a business or entity with a primary place of business within the Park City School District Boundaries,
 - (c) A full-time (aggregate of 30 hours of employment per week) worker who is

self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Park City School District Boundaries,

- (d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Park City School District Boundaries for at least two continuous years and continued living as a full-time resident within the Park City School District Boundaries following his or her retirement, or
- (e) person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27 due to a Disability;

1.27.3. A Household with an income that is 80% or less of the Area Median Income; and

1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.

1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:

- 1.28.1. A person with a minimum of one adult in ~~their~~ ~~his or her~~ Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) an entity or entities performing services within the Property or (b) of a business or enterprise operating within the Deer Valley Area ~~and (c) whose household income is compliant with the following:~~

	Single Person Household	Two-Person Household
EMP – A	Less than 100% of AMI	Less than 150% of AMI
EMP – B	Less than 80% of AMI	Less than 100% of AMI

- 1.28.2. ~~Households with an income that is 45% or less of AMI.~~ A person with a minimum of one adult in their Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) business or enterprises within the Park City School District may be considered Qualified Renters when reasonable efforts to rent to those employed by an entity or entities performing services within the Property or of a business or enterprise operating within the Deer Valley Area are not successful, and (b) whose household income is compliant with the following:

	Single Person Household	Two-Person Household
EMP – A	Less than 80% of AMI	Less than 80% of AMI
EMP – B	Less than 80% of AMI	Less than 80% of AMI

- 1.28.3. ~~Individuals who are self-employed do not qualify as “Qualified Renters”.~~

1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City’s affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local circulation and such other widely distributed printing or flyer; and advertising through

online resources specially designed to market and sell or rent real estate.

- 1.30. SALE. The term “sale,” or any derivative thereof (e.g., “sales,” “sold,” and “sell”), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.
- 1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.
- 1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
- 1.33. UNIT. Unit EMP-A and Unit EMP-B each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- 1.34. TRANSFeree. A property management company; the homeowners’ association for the Project or another condominium or subdivision in the Deer Valley Area, or other business operating within the Deer Valley Area; or an Affiliate of Developer or the then current Project Owner, which is receiving title to a Unit for the purpose of, and with the intent to, own and operate the Unit as a Project Owner in order to rent the Units to Qualified Renters; a Transferee is not required to be a Qualified Buyer.
- 1.35. UNIT OWNER. The transferees receiving title to or a fee interest in the Unit as a Qualified Buyer in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Summit County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City and any Project Owner shall not be considered a Unit Owner.

2. COVENANT RESTRICTING THE PROJECT OWNER’S RENTAL OF THE UNIT TO QUALIFIED RENTERS.

- 2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such, each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis pursuant to Section 2.1.1 below, or if the City determines a Unit is no longer needed as an affordable

rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

2.1.1 After (a) giving prior written notice to the City which discloses the material terms of such transfer, and (b) after the Transferee has (i) executed and (ii) recorded (iii) an assignment and assumption agreement in a form acceptable to the City, (iv) in which the Transferee agrees to assume the responsibilities of Developer under this Covenant and operate the Unit as a Project Owner, the Developer, or any subsequent Project Owner, may transfer any Unit to a property management company; the homeowners' association for the Project or another condominium or subdivision in the Deer Valley Area, or other business operating within the Deer Valley Area; or an Affiliate of Developer or the then current Project Owner, each of which are not required to be a Qualified Buyer; and such Transferee shall operate and rent the Unit as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred to another Transferee pursuant to this Section 2.1.1 or to a Qualified Buyer in accordance with Section 2.9 and Article 3 below. For the avoidance of doubt, any transfer pursuant to this Section 2.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.

2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2020 for EMP-B, a one-bedroom unit, shall be \$1,063 per month if the Project Owner covers all utility charges and \$988 per month if the lessee is responsible for electrical utility costs. The Maximum Rent in the year 2020 for EMP-A, a studio unit, shall be \$940 per month if the Project Owner covers all utility charges and \$865 per month if the lessee is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2019. At no time

shall the Unit Maximum Rent exceed 30% of the income of a two-person household, for EMP-B, and a one-person household, for EMP-A, earning 45% of AMI. Project Owner may enter into one or more master lease agreements with a business entity or entities located within the Park City School District Boundaries (each a “**Master Lessee**”) whereby the Master Lessee agrees to rent the Units to its employees or other Qualified Renters for no more than the Maximum Rent. The Master Lessee must agree, as a covenant and condition of the master lease, to rent the Units only to Qualified Renters at no more than the Maximum Rent. In the event rent is charged to any sublessee in excess of the amounts described above, any rents charged in excess of these amounts shall be due and payable to the City immediately upon receipt thereof by either the Master Lessee or Project Owner. Such amounts, when received by the City, shall be used to further the City’s affordable housing purposes. Any assessments or fees charged to the fee title owner of the Unit (including pursuant to the Condo Declaration or the master association) shall not be charged to the Qualified Renter of the Unit, and the Project Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.

- 2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.
- 2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.
- 2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.
- 2.7. CONDITION OF RENTAL UNIT. The Project Owner, Master Lessee, and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, *Minimum Standards*. The Project Owner and Master Lessee shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.
- 2.8. ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units* (Exhibit E) to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to an Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in

this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

- 2.9. DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in Park City, the Project Owner may sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3. The Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of Park City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.
- 2.10. INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

- 3.1. SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in the Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.

- 3.2. ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.
- 3.3. OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner or owned by a Qualified Buyer shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.
- 3.4. OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.
- 3.5. LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.
- 3.6. MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.
- 3.7. INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.
- 3.8. UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:
- 3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.

- 3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months, if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.
- 3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.
- 3.8.4 Other circumstances as may be required by law.
- 3.9. RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner or such Unit Owner's intent to Sell the Unit (the date of such Notice to the City shall be the "**Offer Date**"), and the Project Owner and Unit Owner shall not Sell any interest in the Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.
- 3.10. COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 2.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Unit shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.
- 3.11. OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.
- 3.12. RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.

3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the “**Foreclosure Notice**”), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor’s mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.

3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the “**Right to Purchase Unit in Default**”). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor’s mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the “Mortgage Satisfaction Amount”), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the “Applicable Foreclosure Price”).

3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage

and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a final judicial determination, or (ii) a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions

(i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13. SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of

that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

- 3.14. MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner, and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for EMP-A shall be deemed to be the sum of \$322,850, and for EMP-B \$278,300 and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.
- 3.15. TRANSFER OF TITLE. The Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.
- 3.16. NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.
- 3.17. NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.

- 3.18. ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-Occupied Units* (Exhibit F), by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

- 4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than \$1,000 may be made to the Unit without the prior written approval of the City.
- 4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit "D" – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit D, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

- 5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Article 2 or Section 3.8 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within thirty (30) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within thirty (30) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such debt or obligation is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project

Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

- 5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.
- 5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

- 6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.
- 6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Summit County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the then current fee title owner or any Secured Creditor.
- 6.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be

implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

6.4.WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.

6.5.DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.

6.6.SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell the Unit against such Project Owner or Unit Owner's will.

6.7.SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Unit. Each Project Owner and Unit Owner of the Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.

6.8.NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the

address on file with the Office of the Recorder of Summit County, Utah:

Lot 2 Empire Pass North,
LLC 100 Saint Paul St. Suite
800
Denver, CO
80206 Attn:
William Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal
Corporation PO Box 1480; 445
Marsac Avenue Park City, Utah
84060-1480 ATTN: City Recorder
and Housing Office Fax: (435) 615-
4901

- 6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.
- 6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.
- 6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.

- 6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.
- 6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in the Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all subsequent assigns of the Project Owner of the Unit and each Unit Owner of the Unit and any other party with an interest in the Unit.
- 6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.
- 6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Unit and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.
- 6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Unit.
- 6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.
- 6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.
- 6.22. RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.
- 6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:
- 6.23.1 Lot 2 Empire Pass North, LLC is duly and validly organized under the laws of

the State of Delaware, and validly existing in good standing under the laws of the State of Utah.

- 6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.
- 6.23.3 The person named below and signing on behalf of Lot 2 Empire Pass North, LLC has received all necessary approvals and is duly authorized to bind Lot 2 Empire Pass North, LLC to all of the terms and conditions found in this Covenant.
- 6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Lot 2 Empire Pass North, LLC may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.
- 6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.
- 6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Summit County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.
- 6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Unit in accordance with this Covenant.
- 6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.9 In relation to the conveyance to the City pursuant to that Warranty Deed recorded _____, 2020 as Entry No. _____, at Book No. _____, Page No. _____ in the Office of the Summit County Recorder the Developer (a) owns good and marketable fee simple title to the Units conveyed, subject to all covenants, conditions, restrictions, easements, encumbrances and other matters of record (b) owns all of the beneficial and equitable interest in and to the Units conveyed, and (c) was and is now lawfully seized and possessed of the Units conveyed. The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be

bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit “G” hereto. As used in this Section 6.23.9, “Encumbrances” shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.

- 6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Unit being rented to a Qualified Renter for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.
- 6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER AND EACH SUBSEQUENT PROJECT OWNER, FOR SO LONG AS EACH SHALL HOLD TITLE TO A UNIT, SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY “INDEMNIFIED ENTITIES”), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS’ FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY’S ENFORCEMENT OF THE TERMS HEREIN AGAINST SUCH PROJECT OWNER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER’S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF PROJECT OWNER AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name: Andy Beerman
Its: Mayor

Attest:

City Recorder

Approved as to Form:

City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____
2020, by Andy Beerman, in his capacity as Mayor of Park City Municipal Corporation, a
Utah municipal corporation.

NOTARY PUBLIC

Residing at:

My Commission Expires:

*(Signature Page to Restrictive Covenant for Units EMP-A and EMP-B Argent at Empire Pass
Condominiums)*

DEVELOPER:

LOT 2 EMPIRE PASS NORTH, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF UTAH)

);ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____
2020, by _____, in his capacity as a
_____ of Lot 2 Empire Pass North, LLC, a Delaware limited liability
company.

NOTARY PUBLIC

Residing at:

My Commission Expires:

EXHIBIT A

The following described real property is located in Summit County, Utah:

Legal Description of the Property

Parcel 1:

Lot 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat thereof on file and of record in the office of the county recorder of Summit County, State of Utah.

Together with a right and easement of use and enjoyment in and to area described, and as provided for, in the following Declarations of Covenants, Conditions, and Restrictions: Entry No. 623450, recorded June 28, 2002, in Book 1457 at Page 747; Entry No. 635722, recorded October 22, 2002 in Book 1481 at Page 1538; Entry No. 665954, recorded July 18, 2003, in Book 1553 at Page 8; Entry No. 719855, recorded December 14, 2004, in Book 1666 at Page 1044; Entry No. 1085835, recorded January 31, 2018, in Book 2448 at Page 537; and Entry No. 1085839, recorded January 31, 2018, in Book 2448 at Page 542, which include, without limitation, an easement for vehicular ingress and egress over and across Village Way to and from said Lot 2 to a physically open and legally dedicated public street.

Parcel 1A:

Together with the beneficial rights and easements pursuant to that certain Reciprocal Easement Agreement recorded June 26, 2017 as Entry No. 1072158 in Book 2415 at Page 1416 of the official records.

Tax ID No. VEPNS-2

EXHIBIT B

Units EMP-A and EMP-B ARGENT AT EMPIRE PASS CONDOMINIUMS, a Utah condominium project, together with the undivided interest in the Common Areas and Facilities appurtenant to such Unit, according to the official plat thereof recorded in the Office of the County Recorder of Summit County, Utah on February 28, 2020 as Entry No. 1128150 and as further detailed in the **Supplemental Declaration and Amendment to the Master Declaration of Covenants, Conditions and Restrictions of Flagstaff, a Planned Community** ~~Declaration of Covenants, Conditions and Restrictions for Woodside Park Subdivision—Phase I Condominiums~~, Entry No. 635722, recorded October 22, 2002 in Book 1481 at Page 1538 on October 22, 2002.

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT C
PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety;
 - e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
 - f. Improvements to add and/or finish permanent/fixed storage space; and/or
 - g. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT D
MINIMUM STANDARDS FOR
SELLER TO RECEIVE FULL RESALE VALUE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
 - All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.

- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT E

Park City Affordable Housing Affidavit For Rented Units



State of Utah
County of Summit

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

I currently own the property at _____ *(street address)* which is a deed restricted home for affordability. I am fully aware of the restrictions and am to the best of my knowledge in compliance. I verify that I am currently renting it to a qualified individual for \$ _____ per month.

[signature of affiant]

[printed name of affiant]

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

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

[Notary Seal:]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060 by no later than November 29, 2013. rhoda.stauffer@parkcity.org or fax#435-658-9019

EXHIBIT F

Park City Affordable Housing Affidavit For Owner Occupied Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____ [month], 20____, personally appeared _____
_____ [name of affiant], known to me to be a credible person and of
lawful age, who being by me first duly sworn, on _____ [his or her] oath, deposes and says:
*I currently own my residence at _____ (street address) which is
a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the
best of my knowledge in compliance including the requirement for owner occupancy. I verify that I
continue to live in it as my primary residence. * I have never rented my home even for short periods
of time. I have not acquired any direct interest in other real property since my purchase of the deed
restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list
name, employment and amount of rent charged: _____*
_____.

[signature of affiant]

[printed name of affiant]

[phone]

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

[email address]

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

[Notary Seal]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

**Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month
period.*

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1480, Park City, Utah 84060.
Forms may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-858-9019.

EXHIBIT G
PERMITTED ENCUMBRANCES

WHEN RECORDED, RETURN TO:

City Recorder
Park City Municipal
Corporation PO Box 1480, 445
Marsac Avenue Park City, UT
84060

ENTRY NO. 01128148

02/28/2020 04:22:09 PM B: 2557 P: 1477

Restrictive Covenants PAGE 1/33

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY BILL FIVEASH CO EAST WEST PARTNERS



**RESTRICTIVE COVENANT PROTECTING THE AFFORDABILITY AND
SUSTAINABILITY OF UNITS EMP-A EMP-B AT ARGENT AT EMPIRE PASS
CONDOMINIUMS**

This Restrictive Covenant Protecting the Affordability and Sustainability of Units EMP-A and EMP-B at Argent at Empire Pass Condominiums (the "Covenant") is made and entered into as of the 28 day of FEBRUARY, 2020 (the "Effective Date"), by and between LOT 2 EMPIRE PASS NORTH, LLC, a Delaware limited liability company (the "Developer"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (the "City") with respect to certain real property and improvements to be constructed on a portion of Lot 2 of the Village at Empire Pass North Subdivision, situated in Park City, Summit County, State of Utah and more particularly identified on **Exhibit "A"** hereto (the "Property"). The Developer, each subsequent Unit Owner, and the City are referred to in this Covenant collectively as the "Parties" and, individually, as a "Party".

RECITALS

- A. Whereas the Developer, as current owner of the Property, is subject to certain development requirements regarding the Property in that certain Amended and Restated Development Agreement for Flagstaff that was originally approved by City Council Resolution No. 99-30 on June 24, 1999 and subsequently amended on March 2, 2007, which was filed in the Summit County Recorder's Office on March 2, 2007 as Entry No. 806100, in Book 1850, Page 1897, as amended (the "Empire Pass Development Agreement") which requires, among other things, that certain employee and affordable housing be constructed in connection with the development of the Property;
- B. Whereas the development of the Property is also subject to the conditions of approval of the Master Planned Development for the Village at Empire Pass (Pod A), known as the Village Master Planned Development, approved July 28, 2004; the conditions of approval of the Village at Empire Pass North Subdivision, Park City Ordinance 2017-30; and Park City Ordinance 2019-58, pursuant to application number PL-19-04278, and approved by the Park City Planning Commission on December 5, 2019;
- C. Whereas, pursuant to the Empire Pass Development Agreement and Park City Ordinance 2019-58, approving a condominium plat for the Property, the Developer is obligated to provide two condominium units on the Property as affordable/employee housing "AUEs," each having at least 800 square feet; Whereas, the Development Agreement states that the

AUEs "shall be sold or rented at prices and terms consistent with the City's affordable guidelines in effect at the time a Certificate of Occupancy is issued for the AUE;"

- D. Whereas, the AUEs shall subject to the City's affordable guidelines and the current Affordable Housing Resolution, Resolution No. 03-2017;
- E. Whereas, that Declaration of Condominium for Argent at Empire Pass Condominiums, recorded in the Summit County Recorder's Office as Entry No. 1128152, and beginning at Book No. 2557 and Page No. 1516 (the "Condo Declaration"), and that Argent at Empire Pass Condominiums plat and record of survey map recorded in the Summit County Recorder's Office as Entry No. 1128150, and beginning at Book No. — and Page No. — (the "Plat"), establish a condominium project on the Property (the "Project") and designate condominium Units EMP-A and EMP-B as more fully described on Exhibit "B" (the "Units");
- F. Whereas in conjunction with recording the Plat and the Condo Declaration, the Parties are entering into this Covenant, intending that it be a covenant running with the land; and
- G. Whereas this Covenant, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall govern the terms and conditions of ownership, use, and occupancy of the Units by the Developer, its Affiliates, and any Unit Owners or Project Owner and shall run with the land, enforceable by the City against the Developer and the Unit Owners and Project Owner, any other parties claiming an interest in the Units, and each of their successors in interest, assignees, heirs, devisees, mortgagees, lenders, trustees, beneficiaries, executors, administrators, lessees, and personal representatives.

AGREEMENT AND COVENANTS

IN WITNESS WHEREOF, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Article 1 shall have the following assigned meanings:

1.1. AFFILIATE. The following shall be considered an Affiliate of the Developer or any subsequent Project Owner:

- 1.1.1 successor by dissolution, merger, consolidation, distribution, or reorganization;
- 1.1.2 successor to Developer by reason of its conversion to another kind of legal entity;
- 1.1.3 a grantee of Developer under a deed delivered without payment of actual valuable

consideration conveying title to the Unit

- (a) if the stock, shares, memberships, or other equity interests of the grantee are wholly owned by the Developer, if the grantee wholly owns the Developer, or
- (b) if the grantee is wholly owned by an affiliated entity of the Developer, provided the affiliated entity and the Developer are both wholly owned by the same person or entity.

1.1.4 With regard to 1.1.1, 1.1.2, and 1.1.3 reserving, however, all rights and defenses as to any successor that the City would have had against the predecessor Developer under this Covenant or any other agreement.

1.2.AFFORDABLE UNIT EQUIVALENT (AUE). As defined in the Empire Pass Development Agreement, residential unit with at least 800 square feet of net livable space shall be considered one Affordable Unit Equivalent, or AUE.

1.3.ANNUAL COMPLIANCE REPORT. The reports attached to this Covenant as **Exhibit "E"**, *Park City Affordable Housing Affidavit for Rented Units*, and **Exhibit "F"**, *Park City Affordable Housing Affidavit for Owner Occupied Units*, as they may be amended from time to time by the City or its designee, required to be provided to the City by the Project Owner and each Unit Owner, respectively, in accordance with Sections 2.8 and 3.18.

1.4.AREA MEDIAN INCOME. (AMI) As of any date, the definition given "area median income" by the latest Park City Affordable Housing Resolution, or, should the City cease releasing periodic affordable housing resolutions and replace such resolutions with superseding provisions in the City Code governing the authority and implementation of affordable housing in the City, the definition given in such provisions of the City Code, and if "area median income" is not defined in such provisions of the City Code, as defined by the City Council of Park City, Utah.

1.5.CAPITAL IMPROVEMENTS. Material improvements or structural changes to a Unit that are more than repairs or cosmetic changes, including changes that would adapt a Unit to a new or different use or materially affect the value or use of the Unit and including, but not limited to all Permitted Capital Improvements.

1.6.CITY CODE. The Municipal Code of Park City, Utah, as amended.

1.7.DEER VALLEY AREA. All of the property and improvements in the area covered by the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit dated November 30, 2016, the area covered by the Empire Pass Development Agreement and the area commonly known as "Deer Crest."

1.8.DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.

- 1.9. DOMICILE. The place where an individual has a fixed permanent home and principal establishment, to which the individual, if absent, intends to return, and in which the individual voluntarily resides, not for a special or temporary purpose, but with the intention of making a permanent home for a minimum of nine (9) months out of each calendar year.
- 1.10. EXERCISE NOTICE. Written Notice sent by the City to the Project Owner or the Unit Owner within forty-five (45) days of an applicable Offer Date notifying such Project Owner or Unit Owner whether or not the City or its assign will exercise the Option.
- 1.11. EVENT OF DEFAULT. Noncompliance with any part of this Covenant.
- 1.12. HOUSEHOLD. A single individual, doing his/her own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity or hotel.
- 1.13. MAXIMUM RENT. The Maximum Rent the Project Owner may charge the Qualified Renter of a Unit as established according to Section 2.3.
- 1.14. MAXIMUM RESALE PRICE. The price above which a Unit may not be sold, as calculated by the City, its designated agent, department or assign, using the formula set forth in Section 3.14.
- 1.15. NET WORTH. The amount of total assets of the individuals or family that exceed total liabilities, as determined by the City.
- 1.16. NON-QUALIFIED BUYER. A buyer of a Unit that is not a Qualified Buyer.
- 1.17. NOTICE. Correspondence complying with the provisions of Section 6.8.
- 1.18. OFFER DATE. shall have meaning assigned in Section 3.9.
- 1.19. OPTION. The assignable right of the City beginning upon the Offer Date and terminating after the expiration of the Option Period to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.20. OPTION PERIOD. The period extending forty-five (45) days from an Offer Date during which either the City or its assign may elect to purchase a Unit at or below such Unit's Maximum Resale Price.
- 1.21. OWNER-OCCUPIED. A Unit that is occupied by the title owner of record of the Unit as his or her Primary Residence, or rented by the Unit Owner in accordance with Section 3.8 herein.
- 1.22. PARK CITY SCHOOL DISTRICT BOUNDARIES. The latest school district

boundaries as duly adopted and as reflected on the most current mapping issued by the Utah State Automated Geographic Reference Center school district map.

- 1.23. PERMITTED CAPITAL IMPROVEMENTS. Capital Improvements made by a Unit Owner to the Unit Owner's Unit with the prior written consent of the City that are designated on Exhibit "C"; are completed with all necessary building permits, including final inspections required by such permits, and deemed completed by the City building department; and that may increase the Maximum Resale Price subject to Section 3.14.
- 1.24. PRIMARY RESIDENCE. The place where a Domicile has been established.
- 1.25. PROJECT OWNER. the Developer, as the owner of the Property and initial owner of the Project, and any successor, transferee, or Affiliate of Developer who gains title to a Unit in accordance with Section 2.1.1. Project Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation or Unit Owners who own a Unit as a Qualified Buyer pursuant to Section 3.1.
- 1.26. PURCHASE PRICE. The amount paid for the Unit as consideration to obtain title to that Unit Owner(s)' or Project Owner(s)' Unit, not including any title insurance, transaction costs or real estate commissions.
 - 1.26.1 The Purchase Price deemed to have been paid by the Developer for EMP-B, a one bedroom unit, as the first Project Owner, is \$322,850 in 2020, and is calculated to be affordable to a two-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
 - 1.26.2 The Purchase Price deemed to have been paid by the Developer for EMP-A, a studio unit, as the first Project Owner, is \$278,300 in 2020, and is calculated to be affordable to a one-person household having a household income equal to 80% of AMI who obtains financing determined on the basis of: (i) a 5% down payment; (ii) a 30-year term; (iii) an interest rate equal to the prevailing FirstHome rate, or its program equivalent, of the Utah Housing Corporation (www.utahhousingcorp.org) at the time of the offer; and (iv) housing expenses, including principal, interest, property taxes, and HOA fees, equal to 30% of gross income.
- 1.27. QUALIFIED BUYER. Qualified Buyer shall be a person or persons who are determined by the City to meet the following criteria:
 - 1.27.1. A person who does not own any other real property;
 - 1.27.2. A person with a minimum of one adult in his or her Household who meets one of the following criteria:

- (a) A full-time (aggregate of 30 or more hours of employment per week) employee of an entity or entities located within the Park City School District Boundaries,
 - (b) An owner of a business or entity with a primary place of business within the Park City School District Boundaries,
 - (c) A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within the Park City School District Boundaries,
 - (d) A retired person who immediately preceding retirement was a full-time employee of an entity located within the Park City School District Boundaries for at least two continuous years and continued living as a full-time resident within the Park City School District Boundaries following his or her retirement, or
 - (e) person who is unable to work or does not have a work history required under subsections (a) through (d) of this Section 1.27 due to a Disability;
- 1.27.3. A Household with an income that is 80% or less of the Area Median Income; and
- 1.27.4. The combined Net Worth of the persons eighteen years of age and older in the Household does not exceed an amount equal to four times the Area Median Income for the Household size.
- 1.28. QUALIFIED RENTER. Qualified Renter shall be a person or persons who are determined by the City to meet the following criteria:
- 1.28.1. A person with a minimum of one adult in his or her Household who is a full-time (aggregate of 30 hours of employment per week) employee of (a) an entity or entities performing services within the Property or (b) of a business or enterprise operating within the Deer Valley Area; and
 - 1.28.2. Households with an income that is 45% or less of AMI.
- 1.29. REASONABLE EFFORT. Good faith effort for a minimum of 90 days to rent, at not more than the Maximum Rent, or Sell, at not more than its Maximum Resale Price, a Unit through the City's affordable housing program or the Mountainlands Community Housing Trust; advertising through local media, including a paper with state or local circulation and such other widely distributed printing or flyer; and advertising through online resources specially designed to market and sell or rent real estate.
- 1.30. SALE. The term "sale," or any derivative thereof (e.g., "sales," "sold," and "sell"), shall include any transfer of title of a Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include, but is not limited to, any gift, assignment, or other transfer.
- 1.31. SECURED CREDITOR. A person or entity who is the beneficiary of any obligation

secured by a lien on the Unit, including under any mortgage, deed of trust, or other security instrument.

- 1.32. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, mortgage insurer, or mortgage guarantor of a mortgage, deed of trust, or other security instrument which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any such other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
- 1.33. UNIT. Unit EMP-A and Unit EMP-B each a separate condominium as established by the Plat and the Condo Declaration intended to provide independent living facilities for one person or Household, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- 1.34. TRANSFeree. A property management company; the homeowners' association for the Project or another condominium or subdivision in the Deer Valley Area, or other business operating within the Deer Valley Area; or an Affiliate of Developer or the then current Project Owner, which is receiving title to a Unit for the purpose of, and with the intent to, own and operate the Unit as a Project Owner in order to rent the Units to Qualified Renters; a Transferee is not required to be a Qualified Buyer.
- 1.35. UNIT OWNER. The transferees receiving title to or a fee interest in the Unit as a Qualified Buyer in order to own and occupy the Unit as an Owner-Occupied Unit, and all subsequent person(s) vested with record title of a Unit according to the records of the County Recorder of Summit County, Utah. Unit Owner shall not include a person who holds an interest in a Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City and any Project Owner shall not be considered a Unit Owner.

2. COVENANT RESTRICTING THE PROJECT OWNER'S RENTAL OF THE UNIT TO QUALIFIED RENTERS.

- 2.1. RENTING RESTRICTED TO QUALIFIED RENTERS. The Units are designated as fulfilling AUE requirements, and as such, each Unit owned by the Project Owner may only be occupied by Qualified Renters. The Project Owner shall cause each Unit it owns to be rented to Qualified Renters with rents no higher than the Maximum Rent. The foregoing requirements of this Section 2.1 may only be waived on a case-by-case basis pursuant to Section 2.1.1 below, or if the City determines a Unit is no longer needed as an affordable rental and the City gives prior written approval to the Project Owner to sell that Unit to a Qualified Buyer pursuant to Article 3 and at a price set by the City.

- 2.1.1 After (a) giving prior written notice to the City which discloses the material terms of such transfer, and (b) after the Transferee has (i) executed and (ii) recorded (iii) an assignment and assumption agreement in a form acceptable to the City, (iv) in which the Transferee agrees to assume the responsibilities of

Developer under this Covenant and operate the Unit as a Project Owner, the Developer, or any subsequent Project Owner, may transfer any Unit to a property management company; the homeowners' association for the Project or another condominium or subdivision in the Deer Valley Area, or other business operating within the Deer Valley Area; or an Affiliate of Developer or the then current Project Owner, each of which are not required to be a Qualified Buyer; and such Transferee shall operate and rent the Unit as a Project Owner in accordance with this Covenant, unless and until such Unit is transferred to another Transferee pursuant to this Section 2.1.1 or to a Qualified Buyer in accordance with Section 2.9 and Article 3 below. For the avoidance of doubt, any transfer pursuant to this Section 2.1.1 shall not be used in order to fulfill any additional AUEs or affordable housing requirements for a property other than the Project, and if operated in accordance with this Covenant, the Units shall only satisfy the AUE requirements recognized in the Recitals.

- 2.2. WHEN RENTING NOT RESTRICTED TO QUALIFIED RENTERS. Project Owner shall utilize Reasonable Efforts to give preference to Qualified Renters in renting each Unit so long as: (i) the Qualified Renter meets all the standard income, background, employment, and other tenant checks, as uniformly and fairly applied to all prospective or renewal tenants; and (ii) giving such priority does not violate any applicable laws. Except as provided below, Project Owner will not knowingly allow any tenant to sublease, assign, or otherwise convey any interest in the lease. In the event that Project Owner uses Reasonable Effort to rent to a Qualified Renter for at least ninety (90) days and is unable to rent to a Qualified Renter, the Project Owner shall give the City written notice of such a vacancy, in which case the Unit shall become available for rent to a Qualified Renter identified by the City for a period of ninety (90) days following City's receipt of such written notice, and if no Qualified Renter is identified during this ninety day period, the Project Owner may rent to any tenant for up to six (6) months. Nightly rentals (rentals for less than 30 days) of the Units are prohibited.
- 2.3. LIMITATION ON RENTAL RATES AND TERMS. The rate at which the Project Owner shall rent the Unit shall not exceed the Maximum Rent. The Maximum Rent in the year 2020 for EMP-B, a one-bedroom unit, shall be \$1,063 per month if the Project Owner covers all utility charges and \$988 per month if the lessee is responsible for electrical utility costs. The Maximum Rent in the year 2020 for EMP-A, a studio unit, shall be \$940 per month if the Project Owner covers all utility charges and \$865 per month if the lessee is responsible for electrical utility costs. The Maximum Rent shall be adjusted on June 15 of each year by the annual percentage increase in the Consumer Price Index (the Department of Labor and Commerce Bureau of Labor Statistics Consumer Price Index, All Urban for the Western Region) using a base year of 2019. At no time shall the Unit Maximum Rent exceed 30% of the income of a two-person household, for EMP-B, and a one-person household, for EMP-A, earning 45% of AMI. Project Owner may enter into one or more master lease agreements with a business entity or entities located within the Park City School District Boundaries (each a "*Master Lessee*") whereby the Master Lessee agrees to rent the Units to its employees or other Qualified Renters for no more than the Maximum Rent. The Master Lessee must agree, as a covenant and condition of the master lease, to rent the Units only to

Qualified Renters at no more than the Maximum Rent. In the event rent is charged to any sublessee in excess of the amounts described above, any rents charged in excess of these amounts shall be due and payable to the City immediately upon receipt thereof by either the Master Lessee or Project Owner. Such amounts, when received by the City, shall be used to further the City's affordable housing purposes. Any assessments or fees charged to the fee title owner of the Unit (including pursuant to the Condo Declaration or the master association) shall not be charged to the Qualified Renter of the Unit, and the Project Owner shall pay all such assessments or fees when due according to the terms of the Condo Declaration.

- 2.4. RENT AS PART OF EMPLOYEE COMPENSATION PACKAGE. Rent for the Unit may be included as part of an overall employee compensation package. The value of this benefit shall not exceed the Maximum Rent.
- 2.5. MINIMUM LEASE TERM FOR A UNIT. The minimum lease term for the Units shall be six (6) months. In no event shall the Unit be offered for rent on a nightly basis to the general public.
- 2.6. VACANCY OF UNIT. Should the Unit become vacant for a period of more than ninety (90) consecutive days, the Project Owner shall use Reasonable Effort to rent the Unit to a Qualified Renter, including without limitation giving the City written notice of such a vacancy, in which case the Unit shall become available for rent by a Qualified Renter identified by the City, subject to the provisions of Section 2.2 and 2.3 above.
- 2.7. CONDITION OF RENTAL UNIT. The Project Owner, Master Lessee, and the Qualified Renter shall keep and maintain the Unit in a safe, sound, habitable, good, sanitary condition and in a good state of repair. The Project Owner shall maintain the Unit according to the standards outlined in Exhibit C, *Minimum Standards*. The Project Owner and Master Lessee shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months. In conjunction with the Annual Compliance Report, the Unit shall be subject to an annual inspection by the City.
- 2.8. ANNUAL COMPLIANCE REPORTS. The Project Owner shall submit an *Annual Compliance Report for Rented Units* (Exhibit E) to the City by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Project Owner certifying that such Project Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to an Project Owner does not discharge the obligations of such Project Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that the Unit is rented to a Qualified Renter as outlined in this Covenant. The Project Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.
- 2.9. DETERMINATION THAT UNIT IS NO LONGER NEEDED AS A RENTAL UNIT. Should the City determine, based on an independent housing needs assessment, that the

Unit is no longer necessary as a rental unit to satisfy the affordable/employee housing needs in Park City, the Project Owner may sell the Unit to a Qualified Buyer for Owner Occupancy for such Buyer's personal use, according to the Restrictions on the Sale of Unit to Qualified Buyers for Owner Occupancy provided in Article 3. The Park City Housing Authority or its successor shall make the final determination of whether the affordable and housing needs of Park City will be best met by the Unit's continuance as an affordable rental or by its availability for Sale to Qualified Buyers as an Owner Occupied Unit.

- 2.10. INITIAL OWNER IS SUBJECT TO EVENT OF DEFAULT PROVISIONS. Should the Project Owner trigger an Event of Default, the provisions outlined in Article 5, Event of Default, including the enforcement remedies of the City, shall apply to the Project Owner as well as any Unit Owner.

3. COVENANT RESTRICTING SALE OF UNIT TO QUALIFIED BUYERS FOR OWNER OCCUPATION.

- 3.1. SALE OF UNIT TO QUALIFIED BUYER FOR OWNER OCCUPATION. Should the City determine that the Unit is no longer needed as an affordable rental Unit in accordance with Section 2.9 above, the Project Owner may sell the Unit according to the restrictions in this Article 3 of this Covenant to a Qualified Buyer, and the Unit shall be owned and used by the Unit Owner as an Owner-Occupied Unit. The covenants and conditions in this Article 3 shall be binding, as applicable and as specified, upon the Project Owner for so long as it is title owner of any Unit or portion thereof and each Unit Owner, including but not limited to provisions detailing the City's Option to purchase the Unit pursuant to Section 3.11 and the City's Right to Purchase Unit in Default of Lien in Section 3.12. The Project Owner; each Unit Owner; each of the Project Owner and Unit Owners' heirs, successors, executors, administrators, devisees and assigns; and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of each holder's interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Project Owner and each Unit Owner shall not permit any ownership, use, or occupancy of his or her Unit except in compliance with this Covenant. Any transfer deed conveying an interest in the Unit shall clearly state that it is made subject to these Covenants, including the possibility of reverter to the City pursuant to Article 5 herein, and these Covenants and such possibility of reverter shall be part of the deed. Failure to comply with the preceding sentence shall not affect the validity of the conveyance, the validity or enforceability of the City's reverter, or the enforceability of the terms of this Covenants as covenants running with the land binding upon all holders of an interest in the Unit.
- 3.2. ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents or assigns. The Park City Police Department is authorized to investigate certain affordable housing violations and to issue citations pursuant to City Code § 8-3-6. The City may enforce this

Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant.

- 3.3. OWNER OCCUPANCY. Each Unit sold by a Project Owner to a Unit Owner or owned by a Qualified Buyer shall be Owner-Occupied unless a Unit Owner shall receive prior written consent of the City, in its sole and absolute discretion, for an exception. Each Unit Owner shall occupy his or her Unit as a Primary Residence.
- 3.4. OTHER PROPERTY OWNERSHIP IS PROHIBITED. Unless the City gives its prior written consent, each Unit Owner shall not obtain, purchase or otherwise acquire any other direct or indirect interest in real property while the Unit Owner is a Unit Owner; neither the Unit Owner nor any person in the Unit Owner's Household shall establish a trust of which the Unit Owner is a beneficiary, if such trust's corpus contains any other real property.
- 3.5. LIMITATIONS ON REFINANCING. The Unit Owner shall not under any circumstances obtain any financing or combination of financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed.
- 3.6. MAINTENANCE. Each Unit Owner and Project Owner shall make all repairs and maintain the Unit Owner's Unit in a safe, sound, habitable and good condition and state of repair. In the case of damage to the Unit, the Unit Owner shall repair damage or replace or restore any destroyed parts of the Unit within six (6) months.
- 3.7. INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Project Owner and Unit Owner shall continuously insure his or her Unit against all risks of physical loss for the full replacement value of the Unit.
- 3.8. UNIT RENTAL PROHIBITED; EXCEPTION. Unit Owner shall not rent or lease all or any portion of the Unit, including nightly rentals; provided, however, that only with the prior written consent of the City, Unit Owner may rent or lease the Unit under the following circumstances:
 - 3.8.1 Subject to other zoning and land use regulations, each Unit Owner may rent out a portion of his or her Unit to a roommate for a term of six (6) months or longer, and the amount of respective rent a Unit Owner may charge such roommate per month shall not exceed forty-five percent (45%) of the sum of the mortgage payment, Project association assessments, and utilities owed per month for such Unit.
 - 3.8.2 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit for a period not to exceed twelve (12) months, if the Unit Owner is unable to Sell the Unit after ninety (90) days of Reasonable Effort. The option to rent under this Section 3.8.2 shall not be exercised by any Unit Owner more than once.

- 3.8.3 At a rate determined by the City after accounting for the Unit Owner's costs, a Unit Owner may rent out the Unit Owner's Unit, if the Unit Owner must relocate for a period not to exceed two (2) years for the purpose of employment; for religious, civic, or community service; or for military service.
- 3.8.4 Other circumstances as may be required by law.
- 3.9. RESALE OF UNIT. Unit Owner and the Project Owner shall send Notice to the City of the Project Owner or such Unit Owner's intent to Sell the Unit (the date of such Notice to the City shall be the "**Offer Date**"), and the Project Owner and Unit Owner shall not Sell any interest in the Unit until the earlier of (i) the expiration of the Option Period without receipt of an Exercise Notice from the City, (ii) the date of an Exercise Notice notifying the Unit Owner that neither the City nor its assign will be exercising its rights under the Option, or (iii) sixty (60) days after receipt of an Exercise Notice if the Sale to the City or its assign has not yet closed by that date.
- 3.10. COVENANT TO RESTRICT SALES TO QUALIFIED BUYERS. Except as (i) otherwise previously agreed to by the City in writing, (ii) allowed by Section 2.1.1, 3.11, 3.12.7, or 3.13, or (iii) provided for by amendment to this Covenant, the Unit shall only be sold to (a) Qualified Buyers who agree to use their respective Units as an Owner-Occupied Primary Residence or (b) the City.
- 3.11. OPTION TO THE CITY. The City may only assign its Option to a Qualified Buyer or to another governmental entity or non-profit entity engaged in providing affordable housing. If the City elects to exercise its Option or assigns the Option, the City or its assign shall complete the acquisition of a Unit within sixty (60) days of the date of the Exercise Notice; provided that any lack of cooperation by the Project Owner or Unit Owner in measures reasonably necessary to effect the sale shall extend such sixty-day period by the length of the delay caused by such lack of cooperation. The City shall promptly give the Project Owner or Unit Owner written notice of the lack of cooperation and the length of the extension added to the sixty-day period. If (i) the Option Period expires without receipt of an Exercise Notice by the Unit Owner or Project Owner; (ii) the Unit Owner or Project Owner receives an Exercise Notice that neither the City nor its assign will be exercising its rights under the Option; or (iii) sixty (60) days (or such longer period set forth by notice of lack of cooperation pursuant to the preceding sentence) expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, the Option shall automatically terminate with respect to such Sale or offering for Sale without the need for further Notice or documentation.
- 3.12. RIGHT TO PURCHASE UNIT IN DEFAULT OF LIEN.
- 3.12.1. Whenever all or a portion of the principal sum of any obligation secured by a lien or mortgage on the Unit has, prior to the maturity date fixed in the obligation, become due or been declared due by reason of a breach or default in the performance of any obligation secured by the lien or mortgage, including a default in the payment of interest or of any

installment of principal, or by reason of failure of the Project Owner or Unit Owner to pay, in accordance with the terms of the applicable agreement or legal document, taxes, assessments, premiums for insurance, or advances made by the Secured Creditor in accordance with terms of the obligation or of the applicable agreement or legal document, it shall be considered an Event of Default under this Covenant, and the Secured Creditor shall notify the City and any Senior Secured Creditor in the event of any default for which such Secured Creditor intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "***Foreclosure Notice***"), which notice shall be sent to the City as set forth in this Covenant, and to any Senior Secured Creditor as set forth in such Senior Secured Creditor's mortgage, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Project Owner and each Unit Owner expressly agrees to the delivery of the Foreclosure Notice and any other communications and disclosures made by a Secured Creditor to the City pursuant to this Covenant.

3.12.2. The Project Owner, each Unit Owner, and each Secured Creditor agree

that before a deed of trust sale or judicial foreclosure may be exercised, the City shall have an option to purchase the Unit at the Applicable Foreclosure Price (defined below) for ninety (90) days from the date the City receives the Foreclosure Notice (the "***Right to Purchase Unit in Default***"). In the event that the City intends to exercise its Right to Purchase Unit in Default, the City or its designee shall purchase the Unit within ninety (90) days of receipt of such Foreclosure Notice, at a price equal to the greater of (i) the sum of the outstanding principal balance of the note secured by such foreclosing Secured Creditor's mortgage, together with the outstanding principal balance(s) of any note(s) secured by Senior Secured Creditors plus all future advances, accrued interest and all reasonable costs and expenses which the foreclosing Mortgagee and any senior Mortgagee(s) are entitled to recover pursuant to the terms of such mortgages (but in no event shall the aggregate amount thereof be greater than one hundred percent (100%) of the Maximum Resale Price calculated in accordance with Section 3.14 below) (the "***Mortgage Satisfaction Amount***"), and (ii) the Maximum Resale Price (which may be less than the purchase price paid for the Unit by the Unit Owner or the Project Owner) (the greater of (i) and (ii) above in this Section 3.12.2 shall mean the "***Applicable Foreclosure Price***").

3.12.3. In the event that the foreclosing Secured Creditor conducts a foreclosure sale or other proceeding enforcing its rights under its mortgage and the Unit is sold for a price in excess of the Applicable Foreclosure Price, such excess shall be paid to the City to use for its affordable housing purposes after (i) a final judicial determination, or (ii)

a written agreement of all parties who, as of such date hold (or have been duly authorized to act for other parties who hold) a record interest in the Unit, that the City is entitled to such excess. The legal costs of obtaining any such judicial determination or agreement shall be deducted from the excess prior to payment to the City. To the extent that the Project Owner or the Unit Owner possesses any interest in any amount which would otherwise be payable to the City under this Section 3.12.3, to the fullest extent permissible by law, the Project Owner and each Unit Owner hereby assigns its interest in such amount to the foreclosing Secured Creditor for payment to the City.

3.12.4. Each Project Owner or Unit Owner shall send Notice to the City of any default under obligations secured by a lien on such Project Owner or Unit Owner's Unit.

3.12.5. The Project Owner and Unit Owner shall provide any further consents necessary to allow each Secured Creditor to provide the City or its designee with the information and amounts necessary to cure any default or exercise the Right to Purchase Unit in Default.

3.12.6. The Project Owner and each Unit Owner hereby assigns the City all of the Project Owner and each Unit Owner's rights to cure the default as are provided to the Project Owner or Unit Owner by law or the applicable loan documents; provided the City shall have no obligation to cure such. If the City elects, in its sole discretion, to cure any such defaults, it shall regain title to the Unit either from the Project Owner or Unit Owner or from the Secured Creditor, if title to the Unit has passed to the Secured Creditor and to the extent the Project Owner or Unit Owner would be allowed to cure such default by law or the loan documents, at the Applicable Foreclosure Price.

3.12.7. If (i) the City receives timely Foreclosure Notice and (ii) and the City declines to exercise its Right to Purchase Unit in Default, then the Secured Creditor may initiate a trustee's sale, foreclosure proceeding, or other remedy affecting the title to the Unit, and may Sell the Unit, provided that conditions

(i) and (ii) in this Section 3.12.7 were met, to a non-Qualified Buyer and upon such sale, all deed restrictions in this Covenant shall be deemed removed with respect to the Unit. Proceeds of the initial Sale of a Secured Creditor conducted under this Section 3.12.7 shall be subject to Section 3.12.3.

3.13. SALE TO A NON-QUALIFIED BUYER. If after using Reasonable Efforts for a period of ninety (90) days, a Unit Owner is unable to sell that Unit, such Unit Owner shall send Notice to the City and may request that the City either (i) purchase that Unit at a price mutually agreed upon by such Unit Owner and the City, but in no event more than the Maximum Resale Price, or (ii) give written approval permitting the Sale of that Unit, subject to the terms of this Covenant, to a Non-Qualified Buyer.

3.14. MAXIMUM RESALE PRICE. In no event shall the Unit Owner or Project Owner

Sell a Unit for more than the Maximum Resale Price. The Maximum Resale Price for sale of a Unit by the Unit Owner, or for purposes of calculating the Applicable Foreclosure Price, shall be the amount paid by such Owner for the Unit (i) *plus* an increase of three percent (3%) per year, compounded annually, from the date of such Unit Owner's purchase of the Unit until the date of such Unit Owner's Offer Date, prorated for partial years; (ii) *plus* Permitted Capital Improvements, if applicable, in an amount no greater than five percent (5%) of the Purchase Price paid by the selling Unit Owner, and depreciated on a straight line basis, ten percent (10%) per year for ten (10) years; (iii) *minus* any reductions in price pursuant to Section 4.2; (iv) *plus* reasonable real estate commissions but only if (a) (1) the Option Period expires without receipt of an Exercise Notice by the Unit Owner, (2) the Unit Owner receives Exercise Notice that neither the City nor its assign will be exercising its rights under the Option, or (3) sixty (60) days expires after receipt of an Exercise Notice and Sale to the City or its assign has not yet closed, and (b) the Option automatically terminates with respect to such Sale or offering for Sale. For a sale by a Project Owner to the initial Unit Owner the purchase price paid by the Developer for EMP-A shall be deemed to be the sum of \$322,850, and for EMP-B \$278,300 and the period of ownership shall begin with the date that a certificate of occupancy is issued with respect to the Unit. Real estate commissions, seller's closing costs, and Capital Improvements that are not Permitted Capital Improvements shall not be included in the Maximum Resale Price. Nothing in this Covenant shall be construed to constitute a representation or a guarantee by the City that any sale of a Unit by a Unit Owner or the Project Owner shall obtain the Maximum Resale Price.

- 3.15. TRANSFER OF TITLE. The Project Owner and each Unit Owner shall not enter into or execute any transaction that Sells any interest in a Unit without the prior written consent of the City.
- 3.16. NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit without the written consent of, or notice to, the City in accordance with the terms of this Covenant, including, without limitation, any Sale or transfer wherein the Qualified Buyer obtains any financing or multiple financings that in the aggregate exceeds the Maximum Resale Price at the time such financing is completed, shall be voidable at the option of the City. The Unit Owner or Project Owner, as the case may be, shall be liable for all costs and attorney's fees incurred in setting aside any non-complying Sale or transfer of his or her Unit.
- 3.17. NO DISCRIMINATION. The Project Owner or Unit Owner shall not discriminate against any person in the Sale of a Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity or protected expressions. The Project Owner or Unit Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.
- 3.18. ANNUAL COMPLIANCE REPORT. The Unit Owner shall provide the City with an Annual Compliance Report, *Park City Affordable Housing Affidavit for Owner-*

Occupied Units (Exhibit F), by June 30 of each year. The Annual Compliance report shall be accompanied by a signed affidavit by the Unit Owner certifying that such Unit Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to a Unit Owner does not discharge the obligations of such Unit Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that each Unit Owner uses that Unit Owner's Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and each Unit Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units.

4. PHYSICAL CONDITION OF UNITS

- 4.1. CHANGES AND/OR CAPITAL IMPROVEMENTS. No substantial or non-cosmetic changes or capital improvements valued at more than \$1,000 may be made to the Unit without the prior written approval of the City.
- 4.2. MINIMUM STANDARDS OF PHYSICAL CONDITION. The Project Owner and Unit Owner are required to maintain a minimum standard of physical conditions, as set forth in Exhibit "D" – Minimum Standards, for the Unit in order to receive the Maximum Resale Price. Sixty (60) days prior to any sale of the Unit, the City or a designee will conduct an inspection and provide a list to the Project Owner or Unit Owner as to the items that need to be remedied prior to closing to bring the Unit to minimum standards. If said inspection reflects items that do not meet the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price pursuant to Exhibit D, the Project Owner or Unit Owner shall be required to either bring the Unit to minimum standards or an equal cost will be deducted from the Maximum Resale Price. If the Unit meets the minimum standards for Project Owner or Unit Owner to receive Maximum Resale Price, the Unit may be sold for the Maximum Resale Price. The City will determine the Maximum Sales Price according to the formula set forth in Section 3.14, above.

5. EVENTS OF DEFAULT

- 5.1. IT IS A CRIMINAL OFFENSE TO DISREGARD THE RESTRICTIONS HEREIN. Each Project Owner and each Unit Owner, by acquiring the Unit, is deemed to acknowledge Ordinance 14-47 and Park City Municipal Code section 8-3-6, each as amended, which establish that it is a crime to commit affordable housing fraud. Ordinance 14-47 was ratified to "ensure that any fraud and unjust enrichment in the process is stopped and that buyers, sellers . . . and other intended beneficiaries of deed restricted affordable housing are protected from any fraudulent acts or statements." Any violation of Ordinance 14-47 and Park City Municipal Code section 8-3-6 as amended in connection with any Unit is an Event of Default, and the responsible party is subject to criminal prosecution.

- 5.2. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit that violates the provisions of Article 2 or Section 3.8 without prior written consent of the City; (b) obtaining financing or a combination of financings that in the aggregate exceed the Maximum Resale Price; (c) not using a Unit as an Owner-Occupied Primary Residence; (d) failure to pay the monetary penalties of Section 5.3; (e) failure to submit the Annual Compliance Report required by Sections 2.8 or 3.18; (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on any Unit; or (g) using the Unit for purposes other than as an affordable Unit for a Qualified Renter or an Unit for a Qualified Buyer.

5.2.1. Rental of any Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period under Section 5.3, following a Notice from the City to a Project Owner or Unit Owner of an Event of Default, the City may charge any Project Owner or Unit Owner that rents that Unit Owner's Unit on a nightly or weekly basis, automatic fines of up to the greater of \$500 per day or the rate charged for rental of the Unit per night.

- 5.3. MONETARY PENALTIES. Upon written Notice from the City to the Project Owner or Unit Owner of an Event of Default, the Project Owner or Unit Owner shall have thirty (30) days to cure such noncompliance. If the Project Owner or Unit Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Project Owner or Unit Owner of up to two-hundred and fifty dollars (\$250.00) per day beginning on the thirty-first (31) day after Notice of the Event of Default.

- 5.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If the Project Owner or Unit Owner does not cure an Event of Default within thirty (30) days, then the City may initiate the process of obtaining title to the Unit as further described in this paragraph. The City shall send Notice to the Project Owner or Unit Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Project Owner or Unit Owner of an informal hearing before the City Council to take place within thirty (30) days of such Notice, at which the Project Owner or Unit Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (30) days of the hearing which shall make a finding as to the Project Owner or Unit Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Project Owner or Unit Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Project Owner or Unit Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any outstanding debt or obligation incurred by the Project Owner or Unit Owner who is the then current holder of fee title to the Unit for the acquisition of the Unit to the extent such

debt or obligation is secured by a recorded lien against the Unit. Upon successful closing of a Sale of the Unit from such Project Owner or Unit Owner to the City or its assign pursuant to Section 5.5, any reversionary interest of the City granted by this Section 5.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 5.4, amounts to satisfy liens against the Unit that are more than the Maximum Resale Price, then the City may seek a deficiency judgment against such Project Owner or Unit Owner for the difference between the amount paid and the Maximum Resale Price.

- 5.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 5.4, the Project Owner or Unit Owner shall offer to sell the Unit to the City at or below the Unit's Maximum Resale Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 5.4, to exercise or assign its right to purchase pursuant to this Section 5.5, or to seek any other remedy provided to it at law or in equity.
- 5.6. REMEDIES NOT EXCLUSIVE. No remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

6. GENERAL PROVISIONS

- 6.1. TERM OF COVENANT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the affordable or employee housing needs of the City. The City Council or its successor shall make the final determination of such continuing need, and if the City makes no such determination, the Covenant shall automatically renew for one or more additional consecutive ten (10) year terms.
- 6.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the then current holder of fee title and the City and must be recorded with the Recorder of Summit County, Utah. Amendments or modifications to this Covenant may be made to affect the individual Unit only, and such amendments or modifications shall be effective only when made by writings signed by the by the then current holder of fee title to the Unit specified in such modification or amendment at the time of the amendment or modification and the City and recorded with the Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the rights of the

then current fee title owner or any Secured Creditor.

- 6.3.NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either Party to or of any act by either Party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.
- 6.4.WAIVERS. The Project Owner and each Unit Owner hereby waives any defenses, rights, or remedies that each might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; or (b) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each of the Project Owner and Unit Owner and inure to the benefit of the successor and assigns of the City.
- 6.5.DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a Qualified Buyer, provided such conveyance was made in accordance with the requirements of this Covenant, including proper notice or consent rights of the City, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines or penalties due to the City hereunder and incurred during transferor's ownership of the Unit.
- 6.6.SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.12, 5.4, and 5.5, nothing in this Covenant shall be interpreted to require the Project Owner or a Unit Owner to Sell the Unit against such Project Owner or Unit Owner's will.
- 6.7.SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Unit. Each Project Owner and Unit Owner of the Unit shall not be liable to the City for any default, or encumbered by the obligations or liabilities incurred, by any other Project Owner or Unit Owner pursuant to this Covenant.
- 6.8.NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Each Party to this Covenant may change their respective addresses for the purpose of receiving Notice by a written Notice to the other Parties.

Notice to a Unit Owner or Project Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Notice to the Initial Project Owner shall be addressed to the following address or to the address on file with the Office of the Recorder of Summit County, Utah:

Lot 2 Empire Pass North,
LLC 100 Saint Paul St. Suite
800
Denver, CO
80206 Attn:
William Fiveash

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal
Corporation PO Box 1480; 445
Marsac Avenue Park City, Utah
84060-1480 ATTN: City Recorder
and Housing Office Fax: (435) 615-
4901

- 6.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such remaining provisions. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.
- 6.10. ATTORNEYS' FEES. If any Party, including any Unit Owner, shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing Party in such action or defense shall be entitled to reimbursement by the other Party for all costs including but not limited to reasonable attorneys' fees and court costs incurred by the prevailing Party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 6.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.

- 6.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to the benefit of, and be binding upon, the heirs, successors, and assigns of the Parties.
- 6.13. THIRD PARTY BENEFICIARY. The benefit of this Covenant shall run to the City personally and is not intended to, and does not, confer enforcement rights on any third parties.
- 6.14. PARAGRAPH HEADINGS. Paragraph or section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit or aid in the construction of any terms or provisions contained herein.
- 6.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in the Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all subsequent assigns of the Project Owner of the Unit and each Unit Owner of the Unit and any other party with an interest in the Unit.
- 6.17. INTEGRATION. This Covenant constitutes the entire Covenant between the Parties with respect to the matters set forth herein.
- 6.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Unit and to ensure to the extent possible that the Unit Maximum Rent or the Unit Maximum Resale Price remains affordable.
- 6.19. SUPERIORITY OF COVENANT. The Project Owner and each Unit Owner acknowledges that each have not and will not execute any other covenants or agreements with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Project Owner, the Developer, the City, and each Unit Owner related to the Unit.
- 6.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Project Owner or the Unit Owner against any loss.
- 6.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding Covenant on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.
- 6.22. RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah,

and shall pay all fees and charges incurred in connection therewith.

6.23. DEVELOPER'S CERTIFICATION. By execution of this Covenant the Developer certifies as to the following:

- 6.23.1 Lot 2 Empire Pass North, LLC is duly and validly organized under the laws of the State of Delaware, and validly existing in good standing under the laws of the State of Utah.
- 6.23.2 Developer has the requisite power and authority and has received any necessary lender or internal consents to own the Units, to enter into this Covenant, and to operate the Units according to the terms of this Covenant.
- 6.23.3 The person named below and signing on behalf of Lot 2 Empire Pass North, LLC has received all necessary approvals and is duly authorized to bind Lot 2 Empire Pass North, LLC to all of the terms and conditions found in this Covenant.
- 6.23.4 To the best of its knowledge and belief, the execution and delivery by the Developer of this Covenant, and the consummation of the transactions described herein, do not conflict with or result in a breach of any of the terms, provisions or condition of any agreement or instrument to which Lot 2 Empire Pass North, LLC may be bound, or of any order, law, rule or regulation of any court or governmental body or administrative agency having jurisdiction over the Developer or the Project.
- 6.23.5 This Covenant is intended to a legal, valid and binding obligation of Developer, enforceable in accordance with the terms herein.
- 6.23.6 The execution of this Covenant and its enforceability as a covenant running with the land, when recorded in the public land records of Summit County, Utah, does not require any additional notice or filing or the consent or approval of any partner, officer, or any other party, except those notices and filings which have heretofore been made and delivered to the City.
- 6.23.7 There is no litigation, action, or suit pending against or affecting or involving the Developer or the Project which would materially and adversely affect the ability of the Developer to operate the Unit in accordance with this Covenant.
- 6.23.8 To the best of Developer's knowledge, there is no default existing, or any condition existing which, with the passage of time, or the giving of notice, or both, would result in a default of the due performance or observance of any material obligation, agreement, covenant, or condition contained in any contract, indenture, mortgage, loan agreement, lease or other document binding upon the Developer or the Units which would materially and adversely affect the ability of the Developer to operate the Units in accordance with this Covenant.
- 6.23.9 In relation to the conveyance to the City pursuant to that Warranty Deed recorded FE13 28, 2020 as Entry No. 1128147, at Book No. 2557, Page No. 1473 in the Office of the Summit County Recorder the Developer (a) owns good and marketable fee simple title to the

Units conveyed, subject to all covenants, conditions, restrictions, easements, encumbrances and other matters of record (b) owns all of the beneficial and equitable interest in and to the Units conveyed, and (c) was and is now lawfully seized and possessed of the Units conveyed. The Developer has the right and authority to enter into this transaction as contemplated by this Covenant, including each Recital, and to restrict use of the Units, and the Units shall be bound by the terms herein. There are no Encumbrances on the Project except for those Encumbrances listed on Exhibit "G" hereto. As used in this Section 6.23.9, "Encumbrances" shall mean any lien, easement, right of way, roadway (public or private), declaration, condition, covenant, or restriction (including any declaration, condition, covenant, or restriction in connection with any condominium development or cooperative housing development), lease or other matter of any nature that would affect title to the Units or that would affect the ability of the City to enforce the terms and conditions of this Covenant.

- 6.24. AUE REQUIREMENT. The Developer recognizes and agrees that the fulfillment of any AUE requirement related to the Property is conditional on the Unit being rented to a Qualified Renter for not more than the Maximum Rent or sold in accordance with the terms herein. In the event any subsequent Project Owner fails to operate the Units as AUEs pursuant to this Covenant, City may require such Project Owner to provide replacement AUEs in the amount which had previously been fulfilled by any Unit to which this Covenant is no longer enforceable.
- 6.25. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, DEVELOPER AND EACH SUBSEQUENT PROJECT OWNER, FOR SO LONG AS EACH SHALL HOLD TITLE TO A UNIT, SHALL INDEMNIFY HOLD HARMLESS THE CITY AND ITS AGENTS, MEMBERS, SERVANTS, EMPLOYEES, AFFILIATES, SUCCESSORS, REPRESENTATIVES, OFFICERS AND DIRECTORS (COLLECTIVELY "INDEMNIFIED ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, EXPENSES, ATTORNEYS' FEES, AND CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THIS COVENANT, THE PROJECT, OR THE CITY'S ENFORCEMENT OF THE TERMS HEREIN AGAINST SUCH PROJECT OWNER. SHOULD ANY PROJECT OWNER FAIL TO OPERATE THE PROJECT AS AUES IN FULFILLMENT OF THE DEVELOPER'S AUE REQUIREMENTS SPECIFIED HEREIN, SUCH PROJECT OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ALL COSTS, EXPENSES, AND ATTORNEYS FEES INCURRED IN ENFORCING THE AUE REQUIREMENTS OF DEVELOPER INTENDED TO BE FULFILLED BY THE OPERATION OF THE PROJECT IN ACCORDANCE WITH THIS COVENANT. THE OBLIGATIONS OF PROJECT OWNER AND ANY OTHER PROJECT OWNER PURSUANT TO THIS SECTION 6.25 SHALL BE JOINT AND SEVERAL.

IN WITNESS WHEREOF, the undersigned have executed this Covenant as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: Andy Beerman
Name: Andy Beerman
Its: Mayor

Attest:

Heath V. Lay
City Recorder, Deputy

Approved as to Form:
[Signature]
City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)

)ss.

COUNTY OF SUMMIT)

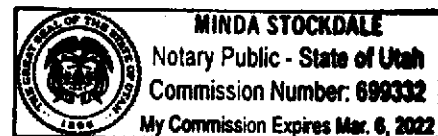
The foregoing instrument was acknowledged before me this 28 day of February 2020, by Andy Beerman, in his capacity as Mayor of Park City Municipal Corporation, a Utah municipal corporation.

Minda Stockdale
NOTARY PUBLIC

Residing at: Summit County, UT

My Commission Expires:

3/6/2022



(Signature Page to Restrictive Covenant for Units EMP-A and EMP-B Argent at Empire Pass Condominiums)

DEVELOPER:

LOT 2 EMPIRE PASS NORTH, LLC,
a Delaware limited liability company

By: [Signature]
Name: BILL FIVEASH
Title: VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF UTAH)

);ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 28 day of February
2020, by William Fiveash, in his capacity as a
vice president of Lot 2 Empire Pass North, LLC, a Delaware limited liability
company.

[Signature]

NOTARY PUBLIC

Residing at: Summit County, UT

My Commission Expires:

1/24/2022

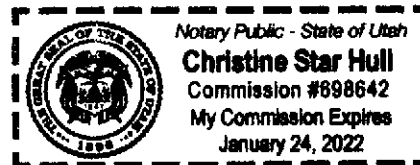


EXHIBIT A

The following described real property is located in Summit County, Utah:

Legal Description of the Property

Parcel 1:

Lot 2, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat thereof on file and of record in the office of the county recorder of Summit County, State of Utah.

Together with a right and easement of use and enjoyment in and to area described, and as provided for, in the following Declarations of Covenants, Conditions, and Restrictions: Entry No. 623450, recorded June 28, 2002, in Book 1457 at Page 747; Entry No. 635722, recorded October 22, 2002 in Book 1481 at Page 1538; Entry No. 665954, recorded July 18, 2003, in Book 1553 at Page 8; Entry No. 719855, recorded December 14, 2004, in Book 1666 at Page 1044; Entry No. 1085835, recorded January 31, 2018, in Book 2448 at Page 537; and Entry No. 1085839, recorded January 31, 2018, in Book 2448 at Page 542, which include, without limitation, an easement for vehicular ingress and egress over and across Village Way to and from said Lot 2 to a physically open and legally dedicated public street.

Parcel 1A:

Together with the beneficial rights and easements pursuant to that certain Reciprocal Easement Agreement recorded June 26, 2017 as Entry No. 1072158 in Book 2415 at Page 1416 of the official records.

Tax ID No. VEPNS-2

EXHIBIT B

Units EMP-A and EMP-B ARGENT AT EMPIRE PASS CONDOMINIUMS, a Utah condominium project, together with the undivided interest in the Common Areas and Facilities appurtenant to such Unit, according to the official plat thereof recorded in the Office of the County Recorder of Summit County, Utah on FEB 28, 2020 as Entry No. 1128150 and as further detailed in that Declaration of Covenants, Conditions and Restrictions for Woodside Park Subdivision – Phase I Condominiums, Entry No. 635722, recorded October 22, 2002 in Book 1481 at Page 1538 on _____, 2020 as Entry No. _____

Tax Parcel No. _____

Tax Parcel No. _____

EXHIBIT C
PERMITTED CAPITAL IMPROVEMENTS

1. The term "Permitted Capital Improvement" as used in the Covenant shall only be allowed as they are consistent with the CCRs and design guidelines and shall only include the following:
 - a. Improvements or fixtures erected, installed or attached as permanent, functional, non-decorative improvements to real property, excluding repair, replacement and/or maintenance improvements.
 - b. Improvements for energy and water conservation;
 - c. Improvements for the benefit of seniors and/or handicapped persons;
 - d. Improvements for health and safety;
 - e. Addition of health protection devices (such as an exhaust system for the demonstrated existence of radon gas);
 - f. Improvements to add and/or finish permanent/fixed storage space; and/or
 - g. Improvements to finish unfinished space.
2. Permitted Capital Improvements as used in this Covenant shall NOT include the following:
 - a. Jacuzzis, saunas, steam showers and other similar items;
 - b. Upgrades or addition of decorative items, including lights, window coverings and other similar items.
 - c. Upgrades of appliances, plumbing and mechanical fixtures, carpets and other similar items included as part of the original construction of a unit and/or improvements required to repair and maintain existing fixtures, appliances, plumbing and mechanical fixtures, painting, and other similar items, unless replacement is energy efficient or for safety and health reasons.
3. All Permitted Capital Improvement items and costs shall be approved by the City or its Designee in writing prior to construction in order to be added to the Maximum Resale Price at the time of resale subject to depreciation as defined in Section 3.14. Permitted Capital Improvements are not included in the additional 3% calculation in Section 3.14(i). Capital Improvements must remain with the Unit and are limited to five percent (5%) of the Purchase Price paid by the current owner. Capital Improvements shall be depreciated on a straight line basis, ten percent (10%) per year for ten (10) years. In order to get credit for Permitted Capital Improvement where a building permit is required, the improvement will not be counted unless it received a final inspection and is considered completed by the City Building Department.

EXHIBIT D
MINIMUM STANDARDS FOR
SELLER TO RECEIVE FULL RESALE VALUE

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, counter tops etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
 - All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS:

Clean Unit: All rooms will be cleaned as stated below:

Kitchen:

- Range – Inner and outer services will be cleaned.
- Range hood and Exhaust Fan
- Refrigerator and Freezer – Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops – Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal – Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher – Must be in working order and inner and outer surfaces shall be clean.

Blinds, Windows, Screens:

- Mini-blinds, Venetian Blinds, Vertical Blinds, and Pull Shades – Will be clean.
- Windows – All window surfaces, inside and outside of the window glass, shall be clean.
- Screens – Screens will be clean and in place with no holes or tears.

Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.

Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.

Bathrooms:

- Bathtub, Shower Walls, Sinks – Bathtubs, shower walls and sinks shall be clean.
- Toilet and Water Closet – Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
- Tile – All tile and grout will be clean.

- Mirrors and Medicine Cabinets – Mirrors and medicine cabinets shall be cleaned inside and out.
- Shelves and/or Other Cabinetry – All other shelving or cabinetry shall be cleaned inside and out.

Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.

Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.

Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.

Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean

Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.

Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.

EXHIBIT E

Park City Affordable Housing Affidavit
For Rented Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of
Notary before whom affidavit is sworn], on this _____ [day of month] day of
_____, [month], 20____, personally appeared

_____, [name of affiant], known to me
to be a credible person and of lawful age, who being by me first duly sworn, on _____ [his
or her] oath, deposes and says:

I currently own the property at _____ (street address)
which is a deed restricted home for affordability. I am fully aware of the restrictions and am to
the best of my knowledge in compliance. I verify that I am currently renting it to a qualified
individual for \$_____ per month.

[signature of affiant]

[printed name of affiant] (phone) _____

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

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

[Notary Seal]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1488, Park City, Utah 84302 by no
later than November 28, 2013. rhoda.stauffer@parkcity.org or fax 435-638-8818

EXHIBIT F

Park City Affordable Housing Affidavit For Owner Occupied Units

PARK CITY

State of Utah
County of Summit

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

*I currently own my residence at _____ (street address) which is
a deed restricted property to preserve affordability. I am fully aware of the restrictions and am to the
best of my knowledge in compliance including the requirement for owner occupancy. I verify that I
continue to live in it as my primary residence.* I have never rented my home even for short periods
of time. I have not acquired any direct interest in other real property since my purchase of the deed
restricted unit listed above. If approved by the city's housing office to rent to a roommate, please list
name, employment and amount of rent charged: _____*

[signature of affiant]

[printed name of affiant]

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

(email address)

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

[Notary Seal]

[signature of Notary]

[typed name of Notary]

NOTARY PUBLIC

My commission expires: _____, 20____.

*Primary Residence is defined as the domicile in which you live for no less than 9 months out of any given 12 month
period.

Please return completed form to the attention of Rhoda J. Stauffer, PCMC, PO Box 1488, Park City, Utah 84068.
Form may also be emailed to rhoda.stauffer@parkcity.org or faxed to 435-636-9019.

EXHIBIT G
PERMITTED ENCUMBRANCES

Argent at Empire Pass
Deed Restriction AMI Limit Relative to Deer Valley Resort Wages
8/1/2022

Deer Valley Wages by Job Title		
Job Title - Salaried	Minimum	Maximum
Front Desk Manager	\$50,000	\$65,000
Maintenance Manager	\$60,000	\$80,000
Resident Manager	\$60,000	\$75,000
Asset Manager	\$70,000	
General Manager	\$100,000	
Job Title - Hourly	Minimum	Maximum
Houskeeper	\$21.00	\$28.00
Maintenance	\$21.00	\$30.00
Front Desk	\$21.00	\$25.00
Houskeeping Supervisor	\$23.00	\$28.00

Deer Valley Resort Starting Wage	\$20.00
----------------------------------	---------

Annual 2022 Summit County AMI Income Limits*			
AMI	1 Person	2 Person - Total	2 Person - Per Person
45% AMI	\$42,435	\$48,510	\$24,255
50% AMI	\$46,800	\$53,500	\$26,750
60% AMI	\$56,160	\$64,200	\$32,100
80% AMI	\$74,880	\$85,600	\$42,800
100% AMI	\$94,300	\$107,800	\$53,900
150% AMI	\$141,450	\$161,700	\$80,850

Hourly 2022 Summit County AMI Income Limits**			
AMI	1 Person	2 Person - Total	2 Person - Per Person
45% AMI	\$20.40	\$23.32	\$11.66
50% AMI	\$22.50	\$25.72	\$12.86
60% AMI	\$27.00	\$30.87	\$15.43
80% AMI	\$36.00	\$41.15	\$20.58
100% AMI	\$45.34	\$51.83	\$25.91
150% AMI	\$68.00	\$77.74	\$38.87

*45% and 150% AMI are percentages of published 100% AMI. These limits are not published on Mountain Lands Community Housing Trust resource webpage.

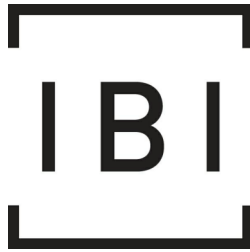
**Hourly rate is equal to the annual rate divided by 2 persons divided by 2,080 hours

Hourly Rate = Annual Rate ÷ Persons in Household ÷ Annual Hours Worked

Client

east west partners

Prime Consultant



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: Tall Ketchum

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
1.	12.18.2019	PP	PERMIT SET
2.	03.27.2020	PP	GMP SET
3.	05.12.2020	PP	CONFORM SET
4.	11.30.2021	PP	ASI 022 - CONFORM SET

Revisions

No.	Date	Approv.	Description
1.	11.16.2020		CCD 004-R1
2.	03.23.2021		RFI 150
3.	04.16.2021		ASI 011-R1
4.	05.18.2021		CCD 022-R1
5.	05.28.2021		ASI 016

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

East West Partners

Sheet Title

ENLARGED UNIT PLANS - UNIT 105, EMP B103 & B104

Scale
AS SHOWN

Date
05.12.2020

Drawn
Author

Checked
Checker

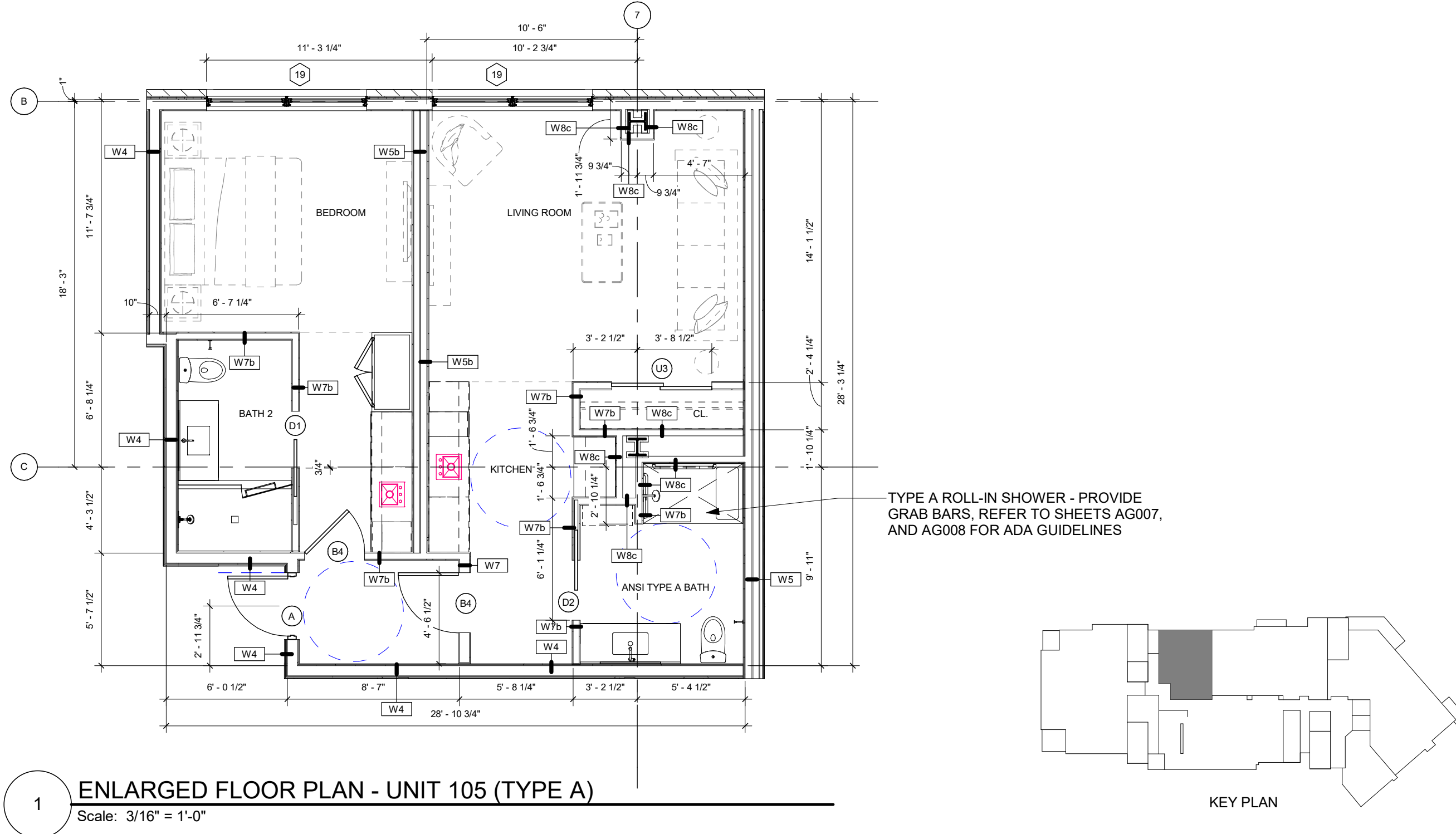
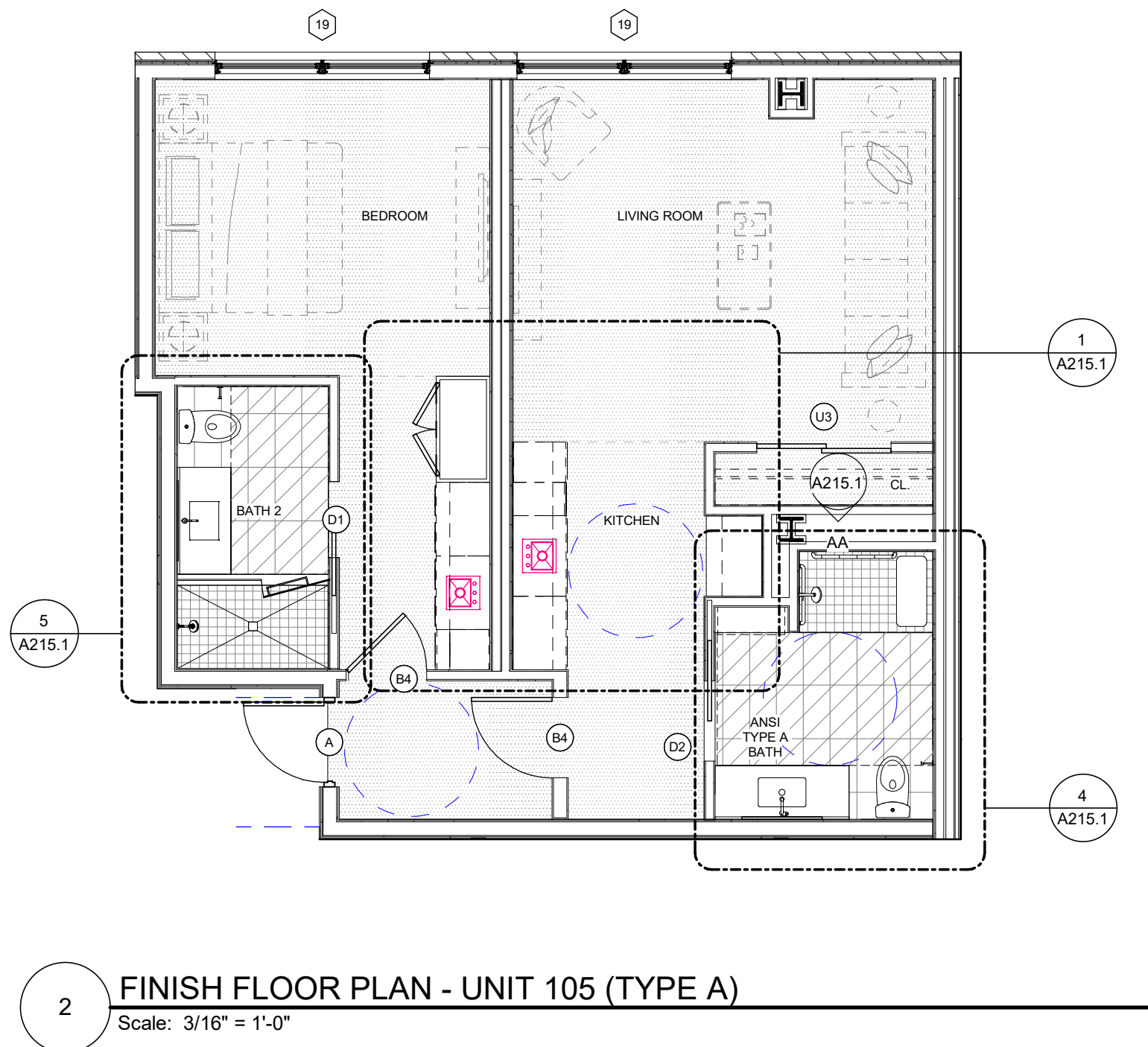
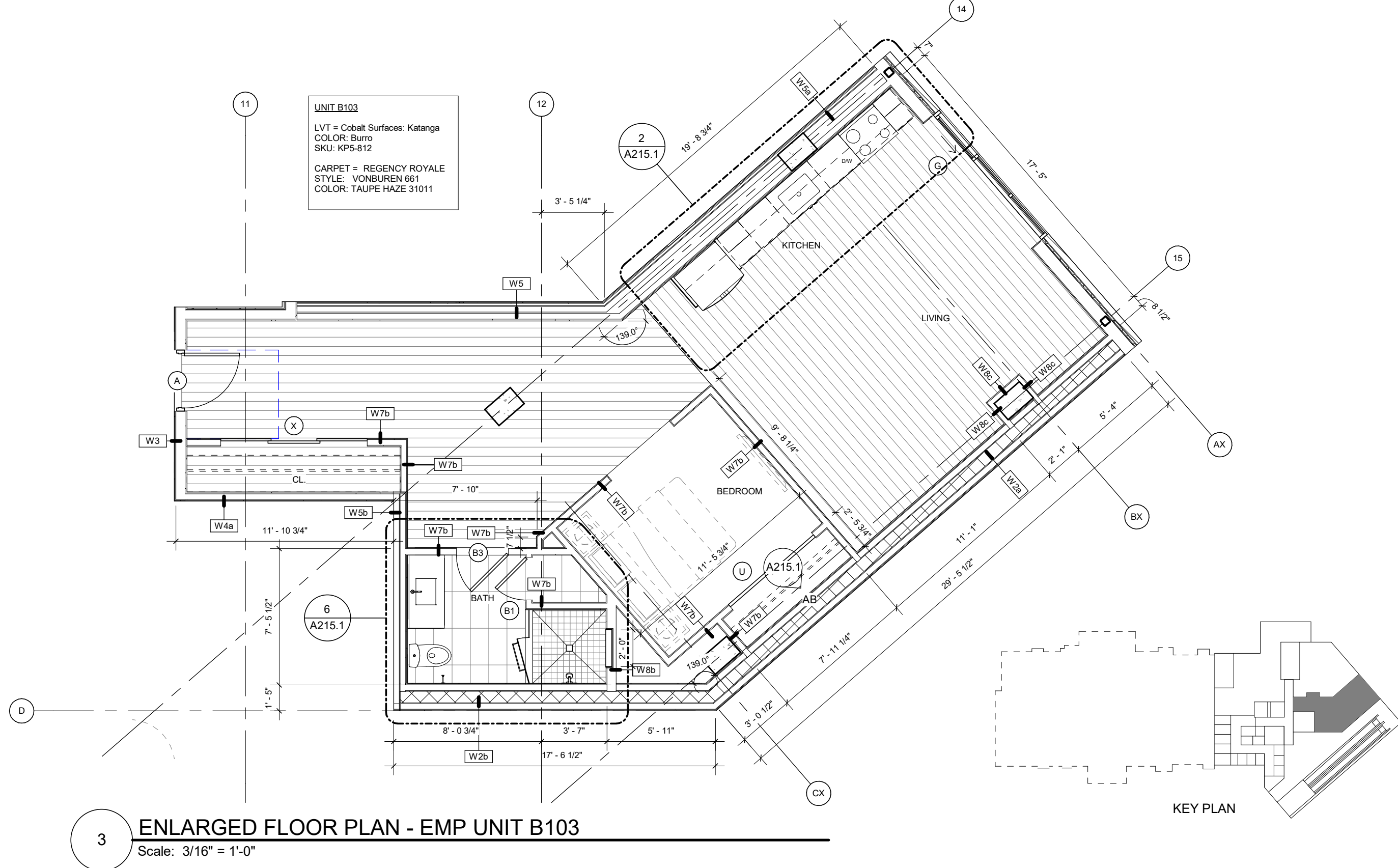
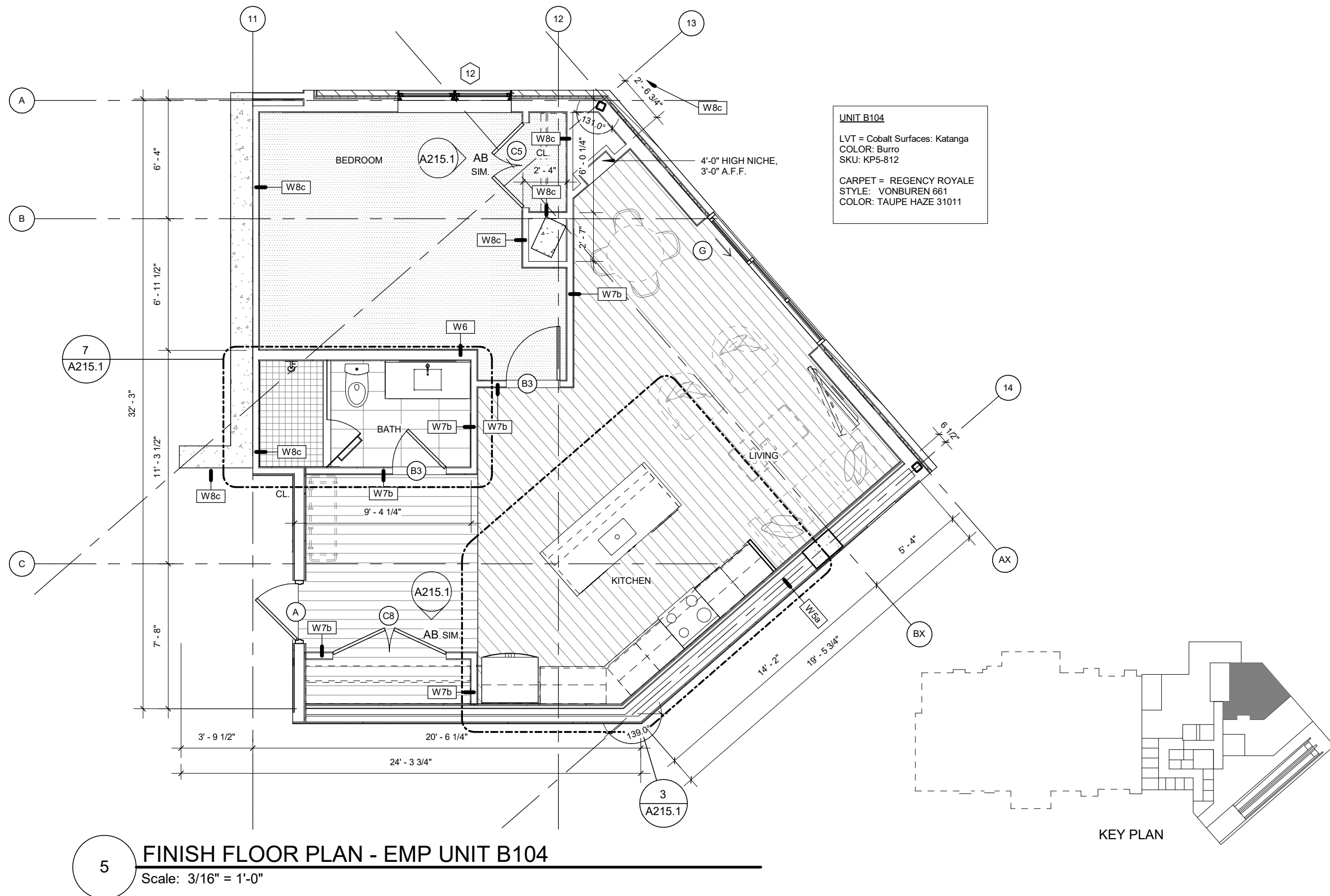
Cad File

Sheet No.

Project No.

120917

A215



UNIT PLAN GENERAL NOTES

- REFER TO OVERALL LAYOUT PLANS FOR EXTERIOR WALL DIMENSIONS
- PROVIDE SOLID BLOCKING FOR ALL MILLWORK, WALL MOUNTED FIXTURES AND ACCESSORIES
- REFER TO WALL TYPES SHEET FOR WALL ASSEMBLY INFORMATION
- DIMENSIONS ARE TO FACE OF STUDS.
- G.C. TO COORDINATE LOCATION OF WALL MOUNTED A/V RACK IN UNIT LAUNDRY ROOMS; REFER TO ELECTRICAL PLANS FOR INFORMATION REGARDING A/V RACK

UNIT PLAN FINISH FLOOR LEGEND

CARPET - WOOL Warm Package Manufacturer: Masland Style: Heather Glen Material/Pile: 100 % British Wool Pattern: 9256 Color: 867 Chelsea Pattern Repeat: Random Width: 12' Light Package Manufacturer: Masland Style: Heather Glen Material/Pile: 100 % British Wool Pattern: 9256 Color: 121 Antique Lace Pattern Repeat: Random Width: 12'	CARPET - NYLON Warm Package Manufacturer: Regency Royale Style: 6661 Vanburen Material/Pile: 100% Stainmaster BCF Pattern: Random Width: 12' Color: 31011 Taupe Haze Pattern Repeat: Random Width: 12' Light Package Manufacturer: Regency Royale Style: 6661 Vanburen Material/Pile: 100% Stainmaster BCF Pattern: Random Width: 12' Color: 11009 Linen Pattern Repeat: Random Width: 12'	WARM PACKAGE: FLORIDA TILE; TIME 2.0; FTIT22B124X24 - 12"x24"; WHITE NATURAL CUT TO 2"x2" Light Package: FLORIDA TILE; TIME 2.0; FTIT22B124X24 - 12"x24"; WHITE NATURAL CUT TO 2"x2" WARM PACKAGE: FLORIDA TILE; TIME 2.0; FTIT22B124X24 - 12"x24"; WHITE NATURAL Light Package: FLORIDA TILE; TIME 2.0; FTIT22B124X24 - 12"x24"; WHITE NATURAL	WARM PACKAGE: FLORIDA TILE; COTTO D'ESTE; X- BENTON; NATURALE; COLOR: DOT-30 Light Package: FLORIDA TILE; COTTO D'ESTE; X- BENTON; NATURALE; COLOR: DOT-70 WARM PACKAGE: FLORIDA TILE; WEXFORD; FTI35301M12CUBE; CUBE DARK NATURAL Light Package: FLORIDA TILE; WEXFORD; FTI35301M12CUBE; CUBE LIGHT	HARDWOOD FLOORING WARM PACKAGE: CHATEAU NAPOLEON; CHENE FUME; BRUN; FRENCH OAK Light Package: CHATEAU NAPOLEON; CHENE FUME; PALE; FRENCH OAK VCT 12"x12" TILE AREA = 60 SF (UNIT 105)
--	---	--	--	---

UNIT ELEVATION FINISH LEGEND

REFER TO UNIT ELEVATIONS FOR ADDITIONAL INFORMATION

KITCHEN: WARM PACKAGE: SOHO STUDIO; URBAN BRICK REPLAY; DEKLAB GRAY Light Package: SOHO STUDIO; KAYOKI; KNOLL WHITE MATTE	BATHROOM: WARM PACKAGE: FLORIDA TILE; COTTO D'ESTE; X- BENTON; NATURALE; COLOR: DOT-30 Light Package: FLORIDA TILE; COTTO D'ESTE; X- BENTON; NATURALE; COLOR: DOT-70 WARM PACKAGE: TILE BAR; GOSSAMER LAVAGNA; 3X12 PORCELAIN TILE; MATTE BLACK Light Package: TILE BAR; GOSSAMER TALCO; 3X12 PORCELAIN TILE; MATTE WHITE	WARM PACKAGE: TILE BAR; ENIGMA GRAPHITE; 2X8 POLISHED CERAMIC TILE; GRAY Light Package: TILE BAR; ENIGMA GRAPHITE; 2X8 POLISHED CERAMIC TILE; GRAY PEARL
--	--	---

2021-11-30 9:27:36 AM

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section: PARK CITY COUNCIL WORK SESSION

Subject:

5:20 p.m. - Winter Transit to Trails Update

Suggested Action:

Attachments:

[Winter Transit to Trails Staff Report](#)

City Council Staff Report

Subject: Transit to Trails Winter Pilot Project
Author: Heinrich Deters- Trails & Open Space Manager
Department: Sustainability
Date: October 27, 2022
Type of Item: Work Session

Recommendation

Review an update on winter 2022/23 Transit to Trails program, which reached an agreement with the owners of Twisted Branch Road to access an early-season pilot program. Twisted Branch Road is a private road serving the Red Cloud subdivision, but via the agreement, will allow temporary access for public transit vehicles only to Bonanza Flat.

Background

During the FY23 Budget process, Council appropriated \$40,000 to explore a winter Transit to Trails program. The winter program is based upon the successful summer program, which provides free public transportation to Bonanza Flat via an in-town shuttle.

Analysis

The Bonanza Flat Open Space, located in Wasatch County, is accessible from Park City using the Utah Department of Transportation's SR-224 and is closed for winter, typically mid-November thru Memorial Day.

Twisted Branch Road, a private road, provides year-round access to the Red Cloud subdivision located near Empire Pass and adjacent to Bonanza Flat. Twisted Branch Road is owned by REDUS and maintained by the Empire Pass Master Owners Association (EPMOA).



For the past two summers, Park City Municipal Corporation (PCMC) provided free public transportation to Bonanza Flat as part of the Transit to Trails program. The program was developed to alleviate trailhead congestion and to support the City's traffic mitigation goals. 12-passenger shuttles run on weekends, from 8:00 a.m.-3:00 p.m., from the Bonanza Park Neighborhood. In the past, this program was supported by a grant submitted by Utah Open Lands from the Central Wasatch Commission.



Currently, non-motorized public winter access to Bonanza Flat is available via the mid-mountain trailhead, which only has 25 public parking spots. Users hike, bike, or ski up the road to Empire Pass to access the Bonanza Flat trail system. The steep road, with winter conditions, is challenging for users of all abilities.

To facilitate winter access, the Trails and Open Space team contacted a representative of EPMOA to request consideration to utilize Twisted Branch for a pilot program. The request included:

- **Early Season** (Mid-November to Mid-December) when there is little to no snow in town. This will allow early-season access for youth programs, universities, the US Ski Team, and public recreationists.
- **Late Season** (March-late April) when weather is more predictable, days are longer, and snow melts at lower elevations.

Conceptually, 12-passenger shuttles would run 3-4 days a week, and 5 times per day. Times and routes can be adjusted based on interest and budget.

Due to Bonanza Flat's elevation (9,000-10,000') and inclement winter weather, including heavy snowfall and high winds, grooming may not be feasible, and public access unsafe. Trails and Open does not recommend running services in January and February when winter conditions are the most severe and alternatives are abundant at lower elevations.

Agreement

REDUS and EPMOA have agreed to allow temporary access for public transit vehicles on Twisted Branch Road only to Bonanza Flat. The program is subject to weather and snow conditions mid-November to mid-December. If Council approves, PCMC will draft a simple agreement recognizing the use and provide certificates of insurance.

Budget

Trails and Open Space will procure a contractor for transportation services. Based on previous Transit to Trails costs, the Team is confident the program can be executed within the \$40,000 budget. The Mountain Trails Foundation (MTF) will be providing grooming services associated with trail system.

Bonanza Flat Winter Use

Accessibility constraints and weather conditions often limit the use of Bonanza Flat by the public. That said, Brighton Estates (BE), a seasonal community in Wasatch County, has been granted a plowing permit by UDOT and Wasatch County to plow the road when seasonal closures are in place. BE residents purchase 'keys' to the gate, which funds the plowing efforts. BE residents park at the 'Y' area, located within the Wasatch County right of way. (Figure 1)



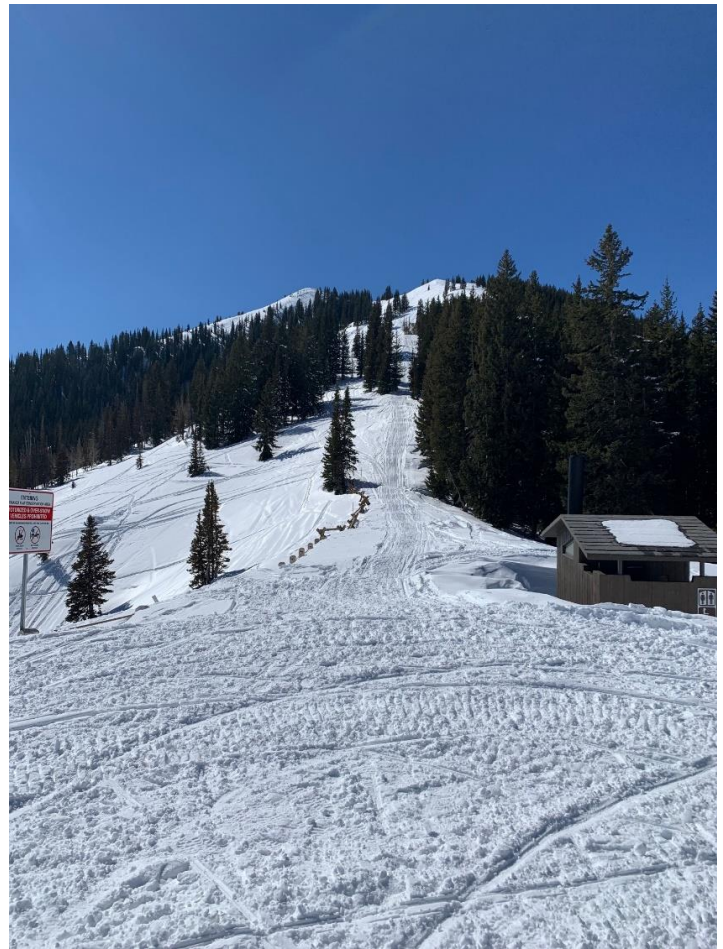
(Figure 1)

Significant over-snow motorized use, in the form of snowmobiles, remains the primary winter use of the property (as depicted in the photographs). Under the conservation easement and posted throughout the property, motorized vehicles are prohibited.

Snowmobiles from the Heber Valley and Big Cottonwood Canyon also access the property via Pine Canyon and SR-190, both of which are closed to vehicular traffic during the winter.

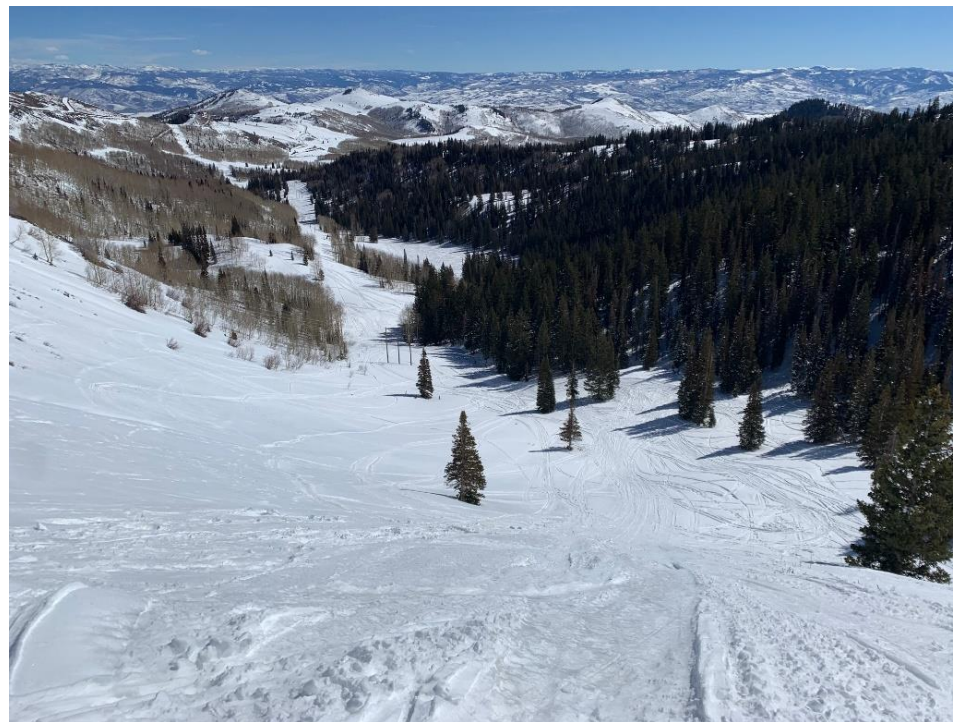
Enforcement of motorized use on the Bonanza Flat property is challenging for numerous reasons, including accessibility and City resources. Trails and Open Space Rangers patrol the area during the winter and notify users of the conservation easement but lack the authority to cite individuals.

A handful of non-motorized users, including snowshoers, snow bikers, and cross-country and backcountry skiers, frequently access the property when conditions allow. The heaviest use comes in the spring when conditions are more favorable.



Funding Source

Appropriated as part of the FY23 budget process.



Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

2022 Semi-Annual Council Strategic Planning Retreat Summary

Suggested Action:

Attachments:

[Semi-Annual Retreat Summary Staff Report](#)

[Exhibit A: City Council Liaisons](#)

[Exhibit B: Future Council Meeting Topics](#)



City Council Staff Report

Subject: 2022 Semi-Annual Council Retreat Summary
Author: Matt Dias, Sarah Pearce, Jen McGrath, Jed Briggs,
Michelle Downard
Department: Executive, Budget
Date: October 27, 2022
Type of Item: Administrative

The Park City Mayor and Council recently convened their Semi-Annual Council Retreat [on September 14, 2022](#). The Retreat focused on team building, comprehensive long-term planning strategies, and a workshop to demonstrate where Council has consensus (prioritization) on important and lingering community issues.

Each Retreat section and some aspects of the discussions are summarized below:

1. Review Council Liaison Assignments

The Mayor and Council hold numerous liaison positions on PCMC boards and commissions, partner organizations, and local non-profits. Liaison assignments mainly include non-voting and observational roles, yet some are formal voting roles. Liaison assignments were previously discussed and assigned on February 17, 2022.

Council reviewed the current liaison assignments and made several adjustments, including adding Councilors Toly and Dickey to the Housing Task Force, assigning Mayor Worel and Councilor Dickey to the Live Park City Advisory Committee, and adding Councilor Rubell to Bonanza Park and Arts & Culture. Council also decided to group the often-overlapping Economic Development and Special Events areas into a single liaison and to categorize the Liaison list by subject area. See Exhibit A for an updated list of Council Liaison assignments grouped by subject and with red-lines. The information is also available to members of the public by visiting <https://www.parkcity.org/government/city-council>

2. Consider Items for Future Council Discussions

Council reviewed a myriad of topics loosely requested over the past 6 months for future discussion to create date certainty for high-priority or time-sensitive topics. Council also requested categorization by subject area.

See Exhibit B to review the list of topics and additional information, including several date-certain updates of when subjects are scheduled for a future Council discussion. The information is also available at <https://www.parkcity.org/government/city-council/city-council-meeting-schedule/upcoming-city-council-topics>

3. Comprehensive Planning Update

Council discussed and identified a comprehensive long-range planning strategy regarding how and when to update the City's General Plan (a broad, long-range policy document that guides future development and land use) in conjunction with Summit County's Visioning and General Plan updates.

In addition, two areas within the City required immediate land use and public planning focus: Bonanza Park and Arts and Culture District. As proposed, the two areas will receive separate studies/plans, conducted concurrently, and then folded into the General Planning update process.

There was considerable debate held with regard to the appropriate and most effective order of operations – which planning processes to conduct first or sequentially. Ultimately, Council concurred with the recommendation to enact planning processes in the Bonanza and Arts and Cultural District areas first, to align with Summit County's visioning strategic and general plan update and then follow with a General Plan update immediately after that.

In addition, Council held a quality discussion about a development moratorium in the Bonanza neighborhood area and asked the Planning Team to return with a work session.

4. Survey Exercise – Strategic Objectives

To facilitate a meaningful public policy prioritization debate, a [Strategic Objectives Survey](#) was developed to focus on sometimes controversial positions and often conflicting community input. The survey was intentionally crafted to force difficult decisions between what are sometimes competing priorities, competing interest groups, or competing projects.

The survey was not created to make specific action plans or redirect resources in the short term. Instead, it was designed to initiate a candid policy discussion amongst the Council and demonstrate where you have consensus or where you have a divergence of views and require additional discussion. Finally, the survey assumed that Park City would always prioritize and continue to provide exemplary community services in health, safety, and welfare without disruption.

Survey Overview

Topical areas were referred to as Strategic Objectives and indicated what was preferred or important. Some Strategic Objectives conflict, and others complement. Often, Strategic Objectives compete for organizational resources, such as money, labor, time, focus, stakeholders and partnerships, etc. Council was asked to score each Strategic Objective from high to low priority.

Over the next few months, we will use the survey results and Council discussion to help shape the allocation of organizational time, energy, and focus. We will also use the survey results to help develop and scrutinize effective budget requests for the FY24 budget process.

The list below summarizes the survey results and Council discussion. Strategic Objectives that scored high were categorized as gaining ‘Council consensus.’ Those scoring in the middle were categorized as needing ‘further discussion’. Strategic Objectives scoring low were removed from the Council Summary document altogether.

Several Strategic Objectives that ranked low are still shown below if Council identified them during discussion:

Park City Strategic Objectives

Housing

Consensus

1. Develop and construct affordable housing by incentivizing the private sector, or via public-private partnerships. \$\$
2. Create a regional authority within 3 years and deprioritize the City-centric approach. Look to build first within City but explore opportunities outside of 84060. \$0
3. Strive to retain at least 15% of Park City’s workforce housing within city limits. \$\$

Further Discussion

4. Create a new funding source dedicated to creating more affordable housing. \$\$\$
5. Increase density and height and reduce parking requirements in the LMC to increase affordable housing development. \$0
6. Look for opportunities to develop existing housing stock into affordable housing. \$\$\$

Transportation

Consensus

1. Establish a regional transportation task force (city/county, resorts, chamber, etc.) to identify collaborative solutions and financial partnerships. \$0
2. Pursue new/additional funding sources to pay for increased transit service and maintain transportation fund balance for capital projects. \$\$\$\$\$

Further Discussion

3. Pursue innovative transportation solutions, (e.g., one-way traffic flow concept, from Bonanza/Kearns/Park Ave/DVD, to accommodate transit and BRT lanes, expand sidewalks, and create bike lanes). \$\$\$\$\$
 - a. Continue discussions on the Disruptive Ideas list
4. Create a regional traffic 5-year plan – intercept lots (park & rides), expand microtransit, and increase regional services. \$0
5. Pursue ownership and operations of SR-248 corridor. \$\$\$\$\$
 - a. Ownership would allow for more flexibility in pursuing traffic mitigation solutions

Environment

Consensus

1. Create an aggressive cash for grass (landscape incentives/rebates) water conservation program. \$
2. Focus more time and resources on zero-waste initiatives. \$

3. Remediate contaminated soils through an evaluation of site-specific characteristics and engage in the appropriate regulatory mechanisms. \$\$

Further Discussion

4. Enhance wildfire mitigation efforts. \$\$
5. Create a regional recycling facility with partners. \$\$
6. Adjust water rates to promote water conservation, focusing on non-residential. \$0
7. Incentivize energy efficient and net zero construction in private development (residential and commercial) through outside funding sources. \$0

Equity

Consensus

1. Create a new Senior Citizens Center within City limits. \$\$\$

Further Discussion

2. Create a Multicultural Committee. \$0
3. Renovate and repurpose the Miner's Library/Hospital. \$\$
4. Hire a DEI Manager to provide organizational and community leadership. \$
5. Create a childcare/daycare public subsidy program. \$

Balancing Resort Economy with Community

Consensus

1. Create a "Major" development strategy – utilize public resources and non-planning staff to facilitate major project collaboration to achieve broader solutions/outcomes. \$\$
2. Increase construction mitigation requirements prior to approvals. \$0

Further Discussion

3. Expand administrative review of low-impact matters such as plat amendments and conditional use approvals while maintaining transparent application process and public hearing before boards, commissions, and City Council for key discussions. \$0
4. Reduce City's role in attracting tourism, economic development, and events - refocus on regulation and local mitigation. \$0

Recreation

Consensus

1. Renovate the building in City Park to create another community building/asset. \$\$\$
2. Renovate the MARC's aquatic infrastructure. \$\$\$

Further Discussion

3. Expand the PC Sports Complex (Quinn's) – pickleball, etc. \$\$\$

Organizational Infrastructure

Consensus

1. Refocus energy and resources to create a pre-Olympic infrastructure plan. \$\$
2. Seek cost-offsetting projects – privatize and regionalize services when possible. \$0

Further Discussion

3. Create and/or bolster resources to improve procurement administration. \$

Exhibits

A- City Council Liaisons List

B- Future Council Meeting Topics

EXHIBIT A

ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Staff	Schedule
PUBLIC ART ADVISORY BOARD	Non-voting	Tana Toly	Ryan Dickey	Jenny Diersen	5:00 p.m. on the 2nd Monday of the month
PARK CITY SUMMIT COUNTY ART COUNCIL	Non-voting	Becca Gerber	Ryan Dickey		5 meetings per year; 5:00 p.m. on the 2nd Tuesday of the month
ARTS & CULTURE/BONANZA PARK	Non-voting	Becca Gerber	Jeremy Rubell		
PLANNING COMMISSION	Observing	"At-will" attendance		Gretchen Milliken	5:30 p.m. on the 2nd and 4th Wednesday of the
BOARD OF ADJUSTMENT (BOA)	Observing	"At will" attendance		Gretchen Milliken	5:00 p.m. on the 3rd Tuesday of the month
BOARD OF APPEALS	Observing	"At will" attendance		Dave Thacker	Infrequent
PARK CITY HISTORICAL SOCIETY	Non-voting	Tana Toly		Caitlyn Tubbs	8:30 a.m. on the 2nd Thursday of every other month
HISTORIC PRESERVATION BOARD	Observing	"At-will" attendance		Gretchen Milliken	5:00 p.m. on the first Wednesday of the month
PARK CITY AREA LODGING ASSOCIATION	Non-voting	Tana Toly	Becca Gerber		1st Wednesday of the month
PROSPECTOR SQUARE	Non-voting	Tana Toly	Ryan Dickey	Matt Dias	Monthly
HISTORIC PARK CITY Alliance (HPCA)	Non-voting	Nann Worel	Tana Toly		8:30 a.m. on the 3rd Tuesday of the month
PARK CITY CHAMBER/BUREAU BOARD OF DIRECTORS	Non-voting	Tana Toly	Ryan Dickey	Matt Dias	Monthly
SPECIAL EVENTS/ECONOMIC DEVELOPMENT	Non-voting	Ryan Dickey	Jeremy Rubell	Jenny Diersen	
RECYCLE UTAH	Non-voting	Becca Gerber	Max Doilney	Luke Cartin	Monthly
ROCKY MOUNTAIN POWER/UTAH COMMUNITY OF RENEWABLE ENERGY AGENCY	Voting	Jeremy Rubell	Max Doilney	Luke Cartin	1st Monday of the month
LGBTQ+ TASK FORCE	Non-voting	Jeremy Rubell		Browne Sebright	5:00 p.m. on the 2nd Wednesday of the month
PC UNIDOS	Non-voting		Nann Worel	Franco Libertini	12:00 on the last Thursday of the month
NATIONAL ABILITY CENTER	Non-voting	Ryan Dickey			
SPECIAL SERVICES CONTRACT SUBCOMMITTEE	Voting	Becca Gerber	Tana Toly	Jed Briggs; Heinrich Deters; Margaret Plane	3-4 meetings each spring
SENIOR CENTER / AGING ALLIANCE	Non-voting	Nann Worel/Tana Toly			Every Monday and Thursday
COMMUNITIES THAT CARE	Non-voting	Tana Toly			
EARLY CHILDHOOD ALLIANCE	Non-voting	Nann Worel			
MENTAL WELLNESS ALLIANCE (Exec - NW)	Non-voting	Nann Worel	Tana Toly	Matt Dias	
MOUNTAIN MEDIATION	Non-voting	Nann Worel		Mark Harrington	
PC TOTS	Non-voting	Becca Gerber			
PEACE HOUSE	Non-voting	Staff- Rhoda Stauffer			Tuesday Afternoons
POLICE COMPLAINT REVIEW COMMITTEE (PCRC)	Non-voting	Jeremy Rubell	Nann Worel	Michelle Downard; Wade Carpenter	Infrequent; 1-2 meetings per year
PARK CITY FIRE SERVICE DISTRICT ADMINISTRATIVE CONTROL BOARD	Voting – 4 year term	Jeremy Rubell	Ryan Dickey	Fire Marshal/Park City Fire District	1st Tuesday of the month
FORESTRY ADVISORY BOARD	Observing	"At will" attendance		Mike McComb	10:00 a.m. on the 1st Thursday of the month
SUMMIT COUNTY BOARD OF HEALTH	Non-voting	Michelle Downard		Michelle Downard	4:00 on Monday once a month
SUMMIT MOSQUITO ABATEMENT DISTRICT	Voting	Staff- Troy Daley		Troy Daley	5:00 on the 2nd Tuesday of every month
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	Voting – 4 year term	Ryan Dickey	Jeremy Rubell	Clint McAfee	5:00 on the 3rd or 4th Monday of the month
PUBLIC UTILITIES	Non-voting	Max Doilney	Jeremy Rubell	Clint McAfee	Quarterly
LIBRARY BOARD	Non-voting	Tana Toly	Max Doilney	Adriane Juarez	12:00 p.m. on the 3rd Wednesday of the month
HOUSING TASK FORCE	N/A	Becca Gerber/Ryan Dickey	Tana Toly	Jason Glidden	
HABITAT FOR HUMANITY	Non-voting	Becca Gerber			
MOUNTAINLANDS COMMUNITY HOUSING TRUST	Non-voting	Becca Gerber	Ryan Dickey	Jason Glidden	8:30 a.m. on the 2nd Tuesday of the month
LIVE PARK CITY ADVISORY COMMITTEE	Non-voting	Nann Worel/Ryan Dickey		Jason Glidden; Browne Sebright	
MOUNTAIN TRAILS FOUNDATION	Non-voting	Tana Toly		Heinrich Deters	
SUMMIT COUNTY OPEN SPACE ADVISORY BOARD		Ryan Dickey		Heinrich Deters	
SUMMIT LANDS CONSERVANCY	Non-voting	Tana Toly		Heinrich Deters	8:00 a.m. on the 3rd Tuesday of the month
FRIENDS OF THE FARM	Non-voting			Paige Galvin; Heinrich Deters	5:00 on the 2nd Monday of the month
SKI UTAH	Non-voting	Max Doilney	Becca Gerber	Matt Dias	
RECREATION ADVISORY BOARD (RAB)	Non-voting	Max Doilney	Ryan Dickey	Ken Fisher; Tate Shaw	6:00 p.m. on the 1st Tuesday of the month

ENTITY	Type	Primary or Co-Primary Liaison	Alternate	Staff	Schedule
COUNCIL OF GOVERNMENTS (COG)	Voting	Nann Worel	Max Doilney	Matt Dias	Monthly
COLORADO ASSOCIATION OF SKI TOWNS (CAST)	Voting	Becca Gerber/Max Doilney	Council	Matt Dias	
ENVIRONMENTAL PROTECTION AGENCY (EPA)	N/A	Nann Worel/Jeremy Rubell		Matt Dias	
FEDERAL DELEGATION	N/A	Nann Worel	Rotates depending on issue	Matt Dias	
CENTRAL WASATCH COMMISSION	Voting	Max Doilney	Nann Worel	Matt Dias	3:30 on the 1st Monday of the month
MOUNTAINLANDS ASSOCIATION OF GOVERNMENTS (MAG)	Voting	Nann Worel	Council	Matt Dias	
UTAH LEAGUE OF CITIES AND TOWNS (ULCT); LEGISLATIVE POLICY COMMITTEE	Voting	Nann Worel	Max Doilney	Matt Dias	
2030 OLYPMIC BID	N/A	Nann Worel	Max Doilney	Matt Dias	
PARK CITY SCHOOL DISTRICT (PCSD)	Non-voting	Becca Gerber	Max Doilney	Matt Dias	
TRANSPORTATION	N/A	Jeremy Rubell/Ryan Dickey	Nann Worel		

EXHIBIT B

Items for Future Council Meetings

Administration

- Discuss Admin Policy Regarding use of City Facilities (lighting, flags, banners, etc.). Examples include:
 - Lighting the McPolin Barn
 - Use of the Maverick Station
 - Hanging banners and flying flags

FY23 Budget Process

- BFO and Capital Budgeting scoring methodology
 - Date certain: Dec 8, 2022
- Blue-Ribbon Commission Study for Elected Official Compensation
 - Date certain: May 2023
- IT Decentralized versus Centralized
 - FY24 Budget process
- Council Priorities on Large-Scale Capital Initiatives
 - Date certain: Dec 8, 2022
- Budget Policy Review (Parking, Procurement, Traffic Calming/NTMP, Intergovernmental Communication, Economic Dev. Grants)
 - FY24 Budget process
- Complete View of Financial Support of Area Non-Profits (SSC, Fee Waivers, etc. All Combined)
 - Date certain: Nov 17, 2022
- Transit O & M Costs
 - FY24 Budget process
- Leasing Surplus Water
 - Date certain: Dec 15, 2022

Housing/Affordability

- Parental Leave and Employee Value Study
 - FY24 Budget process
- Discuss the Development of a Housing Fund
- Childcare Discussion

Open Space

- Gillmor Lot 6 Parcel Transitions and Planning
- Bonanza Flat Winter Programming/Transit to Trails
 - Date certain: Oct 27, 2022
- Bonanza Flat Conservation Easement and Management Plan Review
 - Date certain: April 2023

Recreation

- Recreation Regional Interlocal Agreement
 - Date certain: Dec 8, 2022
- Rec, Golf, Ice – Prioritizing 84060 Residents, Including a Discussion on Fees, Resident Area Definition, etc.
 - Not prioritized during Council retreat
- Golf Annual Update
 - November 3, 2022

EXHIBIT B

- Golf Season Outlook
 - Date certain: March 2023

Transportation/Transit

- How the Peak Traffic Mitigation Plan Integrated with Neighborhoods First
- Should Flagstaff Area be a Route for Full-Size Buses since other Solutions were Being Looked at Around Town
- Intersection Safety Improvements at SR224/SR24 and Alternatives for the Minor Crossings around the Proposed Project- underpass
- Disruptive transportation ideas

Community Development

- Bonanza Area Development Moratorium
- Construction Mitigation- Restricted Work Days; fine amounts; include task force/contractor feedback; parking impacts- Fall or Winter 2022- prior to 2023 construction season
 - Date certain: Nov 17, 2022
- Incentivize/subsidize Fire Sprinklers to all historic structures
 - Date certain: Feb 2023
- Areas of the LMC that allow for case-by-case exceptions
- School District Update

Other:

- Park City Seniors MOU – October 27, 2022
- Special Event/Peak Time Transportation Operations & Personnel Contract- October 27, 2022
- Park City Art Festival Debrief- October 27, 2022
- Extra Mile Day Resolution- October 27, 2022
- Park Silly Sunday Market 2022 Debrief- November 3, 2022
- Future Empire Creek Water Flows- November 10, 2022
- Thaynes Parking Mitigation- November 3, 2022
- Housing Authority: Studio Crossing Housing Mitigation Plan- November 17, 2022
- Veterans' Day Resolution- November 10, 2022
- Mandatory Child Abuse Reporting
 - Will be conducted at the PCMC annual All-Hands employee meeting (Council invited)

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community & Public Affairs

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Community Engagement Quarterly Update

Suggested Action:

Informational

Attachments:

[Community Engagement Quarterly Update Staff Report](#)

[Exhibit A: Social Media Quarterly Report](#)

City Council Staff Communications Report



Subject: Community Engagement Quarterly Update
Authors: Linda Jager, Tanzi Propst, Emma Prysunka, Clayton Scrivner
Department: Community Engagement
Date: October 27, 2022
Type of Item: Informational

Executive Summary

In 2022, Council approved a budget increase to fund new community outreach and communication initiatives to expand the City’s messaging and outreach.

The Community Engagement Team has had a successful and active quarter fulfilling its mission of “fostering communication and connection between the community and Park City Municipal.” This overview is the first of a series of quarterly updates highlighting the Team’s activity from July-September 2022.

Progress Overview and Highlights

Considerable efforts were made to expand services in strategic communications, stakeholder outreach, digital content development, and in-person community events. Concurrently, the Team continued to deliver on its other core services, which include media relations, content management, graphic design, speechwriting, and more. The following are selected highlights of new initiatives and progress.

Strategic Communications

Park City’s ability to reach out and proactively listen to residents continues to expand through new strategic communications initiatives:

- Expanded distribution of the “*City Brief*,” an e-mail sent to media partners offering previews of Council/Planning Commission agenda items and proactive story starters on City events, programs, and initiatives. The “City Brief” distribution has expanded to include posting on the City’s website news tab, a cross-promotion on the City’s social media platforms. The e-mail is also available by subscription through the City’s e-notify [platform](#).
- Re-launch of monthly Planning Department/Planning Commission updates on KPCW.
- Paid print advertisements of Council agendas in the Park Record, which augment Council meeting previews and recap communications. In addition to increasing in-person attendance at Council meetings and virtual participation via Zoom and Facebook Live, the Council meeting Listen Live link drew 992 participants and page views from July-September 2022.



We need your feedback! The Park Silly Sunday Market and Kimball Art Festival contracts are up for review in Park City. There are several ways to provide comments before the October 3 deadline.

Please take the following surveys (each survey should take ~5 minutes of your time):

- Kimball Art Festival: engageparkcity.org/kaf
- Park Silly Market: engageparkcity.org/psm

Las encuestas están disponibles en español.



Other engagement opportunities:

- Attend an Open House on September 13, 2022, 5:00-6:00 p.m. in Council Chambers
- Submit public comment to jenny.diersen@parkcity.org
- Invite us to attend your meeting or visit with you and your neighbors
- To learn more, visit engageparkcity.org

Public feedback and survey responses will be shared during a Council meeting this Fall.



Current Resident

- Development of alternative communication methods for residents not active on social media or the internet, including design, production, and distribution of project and event postcards citywide and in targeted neighborhoods. Recent postcard mailings include Mayor and Council in the Neighborhood invitations and Park Silly Sunday/Kimball Art Festival survey announcements.

Stakeholder Outreach

The Community Engagement Team liaisons work with all City departments and programs, providing an “in-house shop” level of professional communications and stakeholder engagement support services. This yielded a notable increase in stakeholder participation and awareness. A sample of projects we supported include:

- Community Evacuation Exercise media outreach and participant recruitment
- Community Wildfire Risk Assessment Survey and virtual information session
- Fractional Ownership project website and information session
- Gordo Site Remediation project page updates and stakeholder outreach
- Leadership Park City Class 29 recruitment
- Neighborhoods First program rebranding and expansion (former Neighborhood Traffic Mitigation Program)
- Park Silly Market and Kimball Art Festival future contract surveys and open house
- Peak Day traffic and transit messaging, text/social alerts, and communications strategy
- Planning Commission and Lite Deed Restriction Advisory Committee recruitments
- Special event impact outreach (Fourth of July, Kimball Art Festival, and Miner’s Day)
- Speed Limit Reduction outreach and feedback facilitation
- Summer 2022 Pavement Program communication and outreach
- Upper Main Street Intersection Improvements project webpage and focus group facilitation
- Utah Olympic Bid Community Conversation Series outreach and promotional support

Digital Content and Strategy

Digital communication tools and high-quality content effectively reach, engage, and inform our residents and community stakeholders. Our portfolio of digital platforms includes [Facebook](#), [Instagram](#), [Twitter](#), [Nextdoor](#), [Park City Municipal Newsletter](#), E-mail Marketing, [Engage Park City](#), and the City's [website](#). Below are a few high-level metrics of digital communications activity in July-September 2022. An extended report can be found in Exhibit A.

- 17,538 followers (Facebook, Instagram, Nextdoor, and Twitter)
- 739 social media posts
- 34,789 video views
- Social media follower demographics:
 - Facebook: 65% women, 32% men 3% nonbinary/unspecified; 75% ages 25-54
 - Instagram: 47% women, 28% men, 24% nonbinary/unspecified; 76% ages 25-54
- 128,642 website visitors
- Top website landing pages: Golf, PC Transit Routes & Schedules, PC MARC, PC Ice Arena
- 7,000 Engage Park City webpage visitors
- Newsletter and e-blasts sent to 10,605 recipients, 51% open rate (the industry average is 27.9%)

Community Events

The Community Engagement Team leads the development, planning, promotion, and activation of various in-person and virtual events, integral to supporting our mission of fostering community connection. The Team collaborates with the Resident Advocate and Mayor's Office to co-host events and meet-up opportunities. The following is a recap of events hosted and supported in July-September 2022:

- Catch Up with Council - 7/12 Ritual Chocolate Café
- Mayor & Council in the Neighborhood – 180 attendees over 4 events
 - 7/17 Prospector Square
 - 7/30 Deer Valley
 - 8/27 Old Town
 - 9/17 Park City Heights
- Meet Up with the Mayor - 7/13, 7/27, 8/4, 8/24, 9/19, 9/28 – 48 total appointments
- Park Silly Market/Kimball Art Festival Contract Information Session - 9/13
- Leadership Park City Alumni Picnic - 7/11
- Wildfire Risk Assessment Open House - 7/20, 8/18

Community Feedback

Through participation in the [2022 Utah Wellbeing Survey](#), we included questions about where Park City respondents receive their news and updates about Park City Municipal and suggestions for improvement. The most popular news sources were Park Record (77%), KPCW (58%), and Town Lift (45%). Comments about ways to improve sharing information with the public included the following themes:

- No improvement needed
- Use e-mail lists more frequently
- Use social media more frequently
- Use local news outlets like Park Record and KPCW
- Improve transparency and information about City meeting schedules

Based on the feedback, and coupled with the Community Engagement's strategic initiatives for FY23, we will launch the following new tactics:

- Advertising the Planning Commission agendas in the Park Record;
- Introducing text alerts for City Council and Planning Commission agenda – subscribers will receive a text alert and link when agendas are posted, which will also link to attendance participation information;
- Adding “Staff Spotlight” videos to our social media content to highlight the great work of the great people of Park City Municipal; and
- Evaluating Customer Relationship Management (CRM) platforms to enhance our stakeholder database and customize messaging based on geographic and areas of interest.

Exhibits

Exhibit A: Park City Municipal Quarterly Social Media Report



Park City Municipal Corporation

SOCIAL MEDIA REPORT

[QUARTERLY: JULY–SEPTEMBER 2022]

AUDIENCE

12,641

An increase of 3.2% from
April-June.

PUBLISHED POSTS

739

Compared to 679 posts
throughout April-June.

ENGAGEMENTS

19,055

The number of times users
clicked on/viewed our
content.
Up 17% from April-June.

VIDEO VIEWS

34,789

An increase of 7.5% from
April-June.

Top Performing Posts

The Best Performing Posts throughout July-September

HIGHEST REACH / HIGHEST ENGAGEMENT



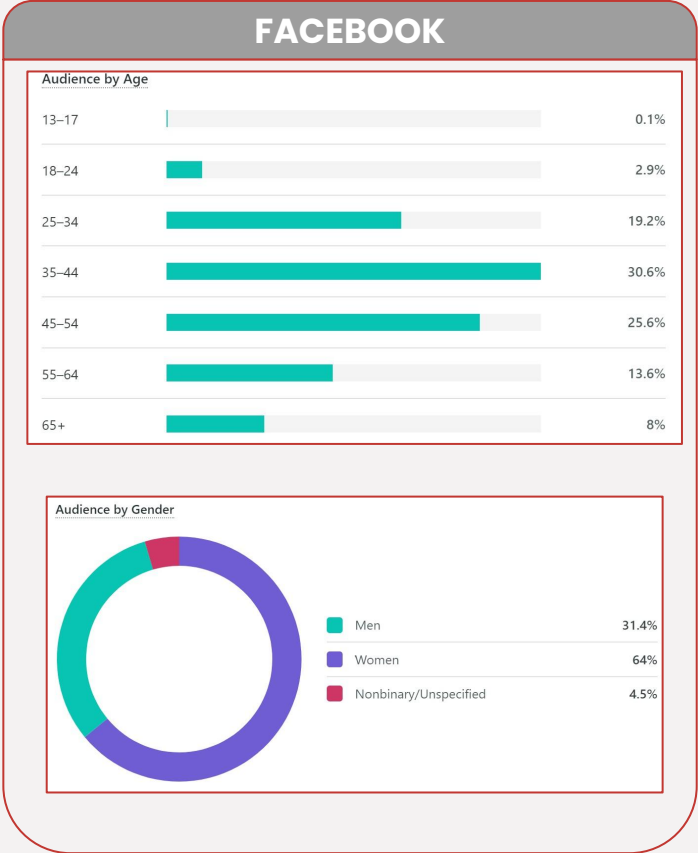
3,941 unique users saw this post.

Users engaged with this post 1,263 times.

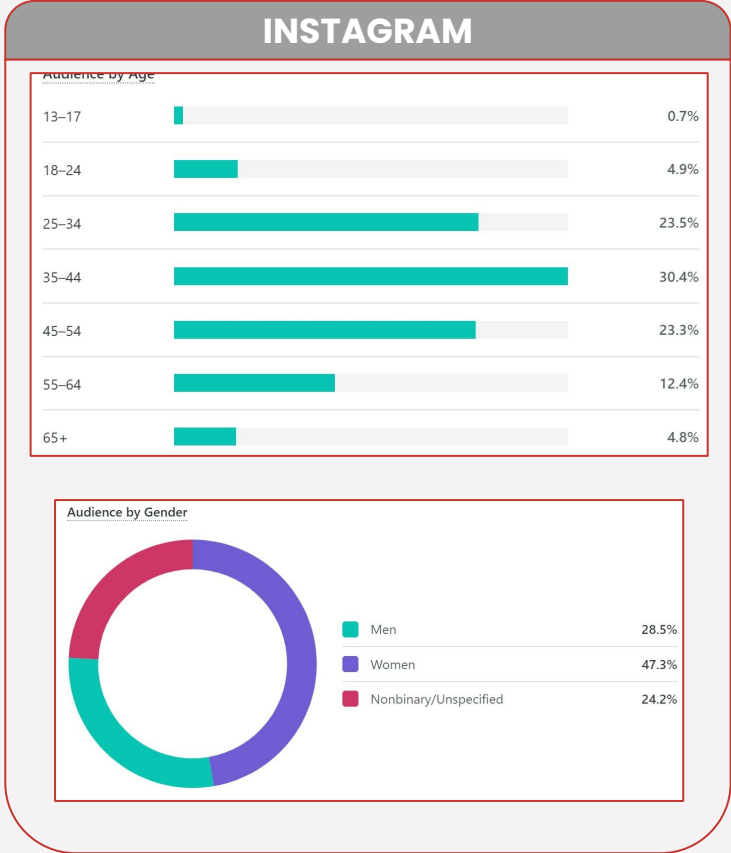
MOST VIDEO VIEWS



3,272 views on a 1 minute, 12 second Reel on Instagram..



Mostly women, ages 35–44.



Mostly women, ages 35–44.

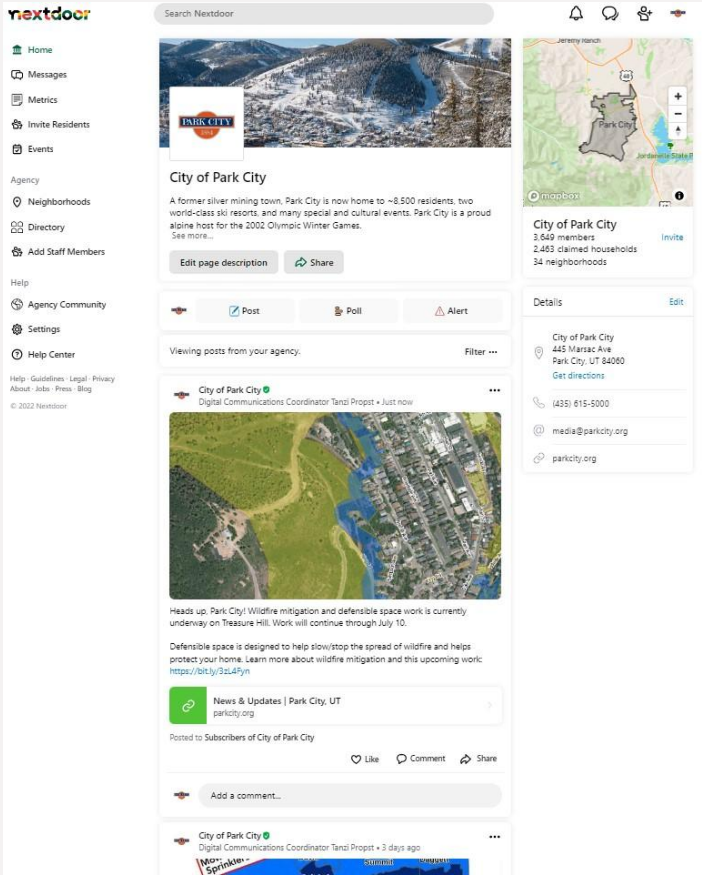
Quarterly Performance Breakdown

Total (Organic)

CHANNEL	NEW FOLLOWERS	# OF POSTS PUBLISHED	ENGAGEMENT	LINK CLICKS	VIDEO VIEWS
Instagram (Posts + Reels)	312 (6,329 total)	312 (171 Stories)	5,918	598	29,776
Facebook	134 (4,162 total)	244	12,042	777	4,442
Twitter	20 (2,150 total)	183	1,095	142	571
TOTAL	12,641	739 Static Posts 171 Stories	19,055	1,517	34,789

Quarterly Update

Snapshot Report of our Progress
July–September on **NextDoor**



FOLLOWERS

3,905

IMPRESSIONS

13,281

The number of times our content was displayed to users.

PUBLISHED POSTS

68



USERS

128,642

A decrease of 18.4% from
July–September 2021.

PAGEVIEWS

402,071

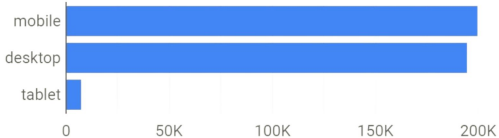
A decrease of 7.8% from
July–September 2021.

AVERAGE SESSION DURATION

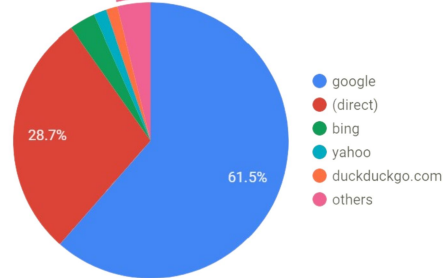
1:36 minutes

An increase of 4.3% from July–September 2021.

How people accessed our site



Where is traffic coming from?



Top Landing pages and stats

Page Title		Pageviews	Bounce Rate	Avg. Time on Page	Avg. Session Duration
1.	Park City, UT Home	53,176	47.45%	00:00:54	00:01:33
2.	Park City Golf Club Park City, UT	51,583	61.86%	00:02:20	00:01:47
3.	Routes & Schedules Park City, UT	29,898	79.75%	00:04:10	00:01:21
4.	Park City MARC & Recreation Home Park City, UT	20,383	58.81%	00:01:35	00:01:40
5.	Park City Ice Arena Park City, UT	10,251	79.54%	00:02:33	00:00:55

Quarterly Check-In

Snapshot Report of our Progress from July–September
On [EngageParkCity.org](https://www.engageparkcity.org)

TOTAL VISITS

7,000

INFORMED VISITORS

654

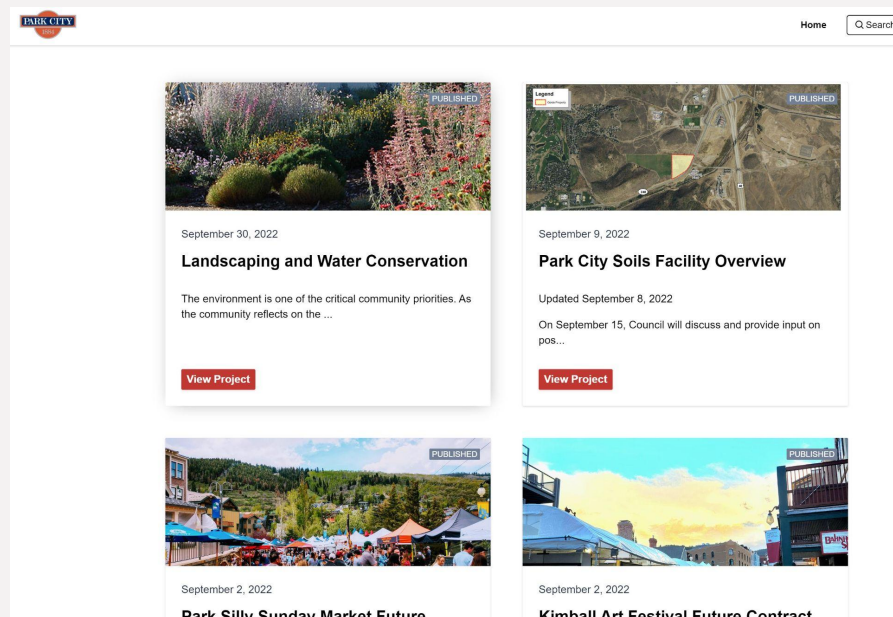
Users that have taken some sort of action on our project page(s).

TOP PAGE

2,383

participants

*Park Silly Sunday Market
Future Contract*



OPEN RATE

51.42%

13,350 opens. An 18.57%
increase from
July-September 2021.

CLICK RATE

2.07%

669 clicks. An 0.11% increase
from July-September 2021.

CAMPAIGNS SENT

15

A 6.25% decrease from
July-September 2021.

RECIPIENTS

10,605

The number of people that
received our emails
July-September 2022.

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Work Session

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Deed Restriction Template for the Live Local Park City Lite Deed Restriction Program

Suggested Action:

Attachments:

[Lite Deed Restriction Staff Report](#)

[Exhibit A: Lite Deed Restriction - Draft Restrictive Covenant](#)

[Exhibit B: Draft Communications and Marketing Outline for Live Park City](#)

[Exhibit C: Step by Step Guide](#)

[Exhibit D: Guide for Homeowners](#)

[Exhibit E: Guide for Realtors](#)



City Council Staff Communications Report

Subject: Live Park City – Lite Deed Restriction Program
Author: Browne Sebright, Housing Program Manager
Department: Housing
Date: October 27, 2022

Background

The overall goal of the Park City [Housing program](#) is to facilitate a range of affordable, quality housing opportunities that help meet some of the life cycle needs of persons at middle to lower economic levels in Park City. On April 28, 2022, the City Council approved Resolution No. 08-2022, which created the [Live Park City pilot program](#)— a program that emulates and builds upon the successful programs of peer communities, such as [Vail](#) and [Breckenridge](#), Colorado.

The Lite Deed Restriction pilot program will provide cash payments to property owners in exchange for a deed restriction on their property that mandates primary home ownership and long-term occupancy. Following program approval, the Housing Team is returning with a final draft of the deed restriction template to be used for the pilot program to ensure that it meets the policy objectives of the Council.

On October 18, the Housing Team met with Council Liaisons Ryan Dickey and Becca Gerber to review the changes to the deed restriction template. The Council liaisons recommended two changes to the template:

- 1) Modifying the definition of Qualified Resident to exclude self-employed or remote workers who do not work for a business within Park City limits and to increase the requirement for retirees to have been a full-time employee of an entity located within the Park City limits from two continuous years to five continuous years.
- 2) Increasing the price of the “buy-out” option from *double* the purchase price of the deed restriction or the ratio paid for the original deed restriction at present-day appraisal value (whichever is greater) to *triple* the value or ratio.

Updates to Deed Restriction Template

This program's deed restrictions will differ from deed restrictions used for affordable units because they do not contain income limits, appreciation caps, employment regulations, or other special requirements. The draft deed restriction template (Exhibit A) uses language based on what is used in peer communities and the language used for Park City's existing deed-restricted affordable housing units.

Removal of Non-Applicable Language

The prior version of the deed restriction template presented to Council on April 28, 2022, ([Link](#)) contained language specific to affordable deed-restricted housing and not applicable to the Lite-Deed Program. References to Ordinance 14-47 and City Code § 8-3-6, specific to affordable housing fraud, were removed from section 3 *Event of Default*.

The Lite-Deed Program intends to promote neighborhood vibrancy and year-round residency for both primary homeowners and year-round renters. Section 2.3, *Occupancy Restrictions*, was modified to clarify that occupancy standards apply to both owner-occupied units and units rented long term (more than 6 months).

The prior draft deed restriction included several references to “Maximum Resale Price”, which is inapplicable, as the purpose of the deed restriction is to regulate the tenure of units rather than a sale price.

Clarification for Event of Default

The prior draft also included provisions that required the City to affirmatively approve each instance a unit would be used as a long-term rental. Section 3.1, *Event of Default*, was updated to reflect that the unit owner must only notify the City of each long-term rental in writing to remain in compliance.

Minor adjustments were also made to the timeframe associated with Events of Default. The qualifications that trigger Events of Default remain the same, with use of the unit as a nightly rental, use as a long-term rental without written notice to the City, not using the property as an owner-occupied primary residence, and failure to pay monetary penalties (Section 3.1). Upon notice of an Event of Default, the owner has 30 days to cure non-compliance. On the 31st day, the City may assess monetary penalties up to \$1,000 per day or more after Notice of the Event of Default.

If the owner has not cured an Event of Default after 45 days, the City may initiate the process of obtaining title to the Unit. The timeframe was updated from 30 days to allow the City and Owner additional time in which monetary penalties are assessed before the City will escalate enforcement with the possibility of reverter. Like the restrictive covenants used for affordable housing, the lite deed gives the City the opportunity to obtain the title to the property should there be sustained non-compliance and failure to resolve the noncompliance with the requirements of the deed restriction.

The owner also has a Buy-Out Option (Section 3.7), which enables buy-out of the deed restriction through either payment of triple the purchase price of the Deed Restriction or triple the ratio paid for the Deed Restriction at present-day appraisal value, whichever is greater. This provision is borrowed from other peer programs and is an important tool to allow future owners a path out of the restrictive covenant while ensuring that the City receives an adequate return on the original investment. To execute a Buy-Out, the owner would pay the higher of either triple the original purchase price, or triple the ratio paid at present-day appraisal values. This amount would be required to remove the

deed restriction, as recommended by the City Council Liaisons. Please see the [October 6, 2022, City Council staff report](#) for more information.

Other Edits

- **Occupancy Gaps** - The Housing team has added language in section 2.3.5 to clarify that an Owner may not leave the Unit vacant for more than 30 days without prior written approval from the City.
- **Geographic Limitations** – Based on prior Council direction, we have edited references to the “Park City School District boundaries” to “Park City limits”.
- **Qualified Residents** – Council provided feedback regarding the number of occupants of a deed restricted unit that need to be Qualified Residents. The previous language required all occupants of the deed restricted unit to be Qualified residents. The new language requires the unit to be occupied by at least one Qualified Resident. To keep the template consistent with those in peer programs, the Council liaisons also recommended the removal of eligibility for self-employed and home-based workers who do not work for a business licensed in Park City.
- **Other Minor Edits** – The Housing Team has also fixed the numbering of sections, minor typos, inconsistent references to numbers and gender, and other grammatical mistakes to ensure maximum clarity of the final draft document.

Next Steps

With the general direction to proceed with the deed restriction template, [no formal vote is necessary at this time] the City will immediately begin advertising the Live Park City program, including conducting informational sessions with potential program participants and professionals who will facilitate in promotion of the program. The Housing Team has worked with the Communications Team on a program website ([Link](#)) that includes step-by-step instructions for applicants. Our team will also work with existing homeowners, and property managers to distribute the program information and details. On October 13th, the Housing Team presented to the Board of Realtors an overview of the program and will continue engaging with them to promote the program. Specific closing documents and final form of the deed restriction may still be subject to program implementation/negotiations, and final agreements will be approved by the City Manager or City Council in accordance with the original resolution terms.

The Housing Team has also translated the program materials into Spanish and is working on concurrently launching a Spanish-language version of the application.

Exhibits

Exhibit A: Draft Deed Restriction Template

Exhibit B: Draft Comms and Marketing Outline for Live Park City

Exhibit C: Step-by-Step Guide
Exhibit D: Guide for Residents
Exhibit E: Guide for Realtors

WHEN RECORDED, RETURN TO:

Park City Municipal Corporation
Attention: City Recorder
P.O. Box 1480
Park City, Utah 84060

**RESTRICTIVE COVENANT AND AGREEMENT
CONCERNING THE SALE OF THE UNIT AT (name of project) UNIT

(Live Park City- Lite Deed Restriction Program)**

THIS RESTRICTIVE COVENANT AND AGREEMENT CONCERNING THE SALE OF THE EMPLOYEE HOUSING UNITS AT (name of project) – UNIT # (this “**Covenant**”), governing (address) Unit # , Park City, Summit County, State of Utah, also identified as Tax Parcel No. , and more particularly described on Exhibit A (the “**Unit**,” or the “**Property**”) of the (title of plat) (the “**Project**”), is made and entered into as of the day of , 20 (the “**Effective Date**”), by and among Park City Municipal Corporation, a Utah municipal corporation (the “**City**”); and (name of buyer) , individually (the “**Owner**”).

RECITALS

A. **WHEREAS**, the City has obtained title to the Unit and will transfer title of the Unit to the Owner, who is executing this Covenant as an Owner hereunder, and the City and the Owner desire to enter into and record this Covenant in conjunction with a transfer of the Unit from the City to the Owner;

B. **WHEREAS**, the Owner desires to acquire title to the Unit and acknowledges and agrees that the City requires that the Owner execute this Covenant for the purpose of creating a covenant running with the Property;

C. **WHEREAS**, the City, and the Owner intend that the purpose of the “Lite” Deed Restriction program is to maintain long term residency in Park City and restrictions contained in this Covenant, and this Covenant shall be enforceable by the City and, upon its execution and recording in the public records of the County Recorder of Summit County, Utah, shall run with the land, enforceable against each Owner, each Owner’s successors in interest, assignees, heirs, devisees, mortgagees, lessees, trustees, beneficiaries, executors, administrators, personal representatives; any subsequent owners; and any other parties claiming an interest in the Property.

COVENANT

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby establishes as follows:

1. DEFINITIONS.

When used in this Covenant, the capitalized terms identified in this Agreement, the following terms shall have the following meanings:

- 1.1. ANNUAL COMPLIANCE REPORT. The report attached to this Covenant as Exhibit C, as amended from time to time by the City or its designee, which is required to be provided to the City by each Owner yearly according to Section 2.10.
- 1.2. CITY CODE. The Municipal Code of Park City, Utah, as amended.
- 1.3. DISABILITY. Physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment, or as may otherwise be defined in the Utah Fair Housing Act or as "Handicap" as defined 24 C.F.R. § 100.201.
- 1.4. DOMICILE. The place where an individual has a fixed permanent home and principal establishment to which the individual, if absent, intends to return and in which the individual and/or their family voluntarily reside not for a special or temporary purpose but with the intention of making a permanent home, in which owner-occupied units are resided in for a minimum of ten (10) months out of each calendar year, and in which renter-occupied units are resided in for a minimum of six (6) months out of each calendar year.
- 1.5. EXERCISE NOTICE. Written Notice sent by the City to an Owner within forty- five days of an applicable Offer Date notifying such Owner whether or not the City or its assign will exercise the Option.
- 1.6. HOUSEHOLD. A single individual, doing his/her/their own cooking and living upon the premises as a separate housekeeping unit, or a collective body of persons doing their own cooking and living together upon the premises as a separate housekeeping unit in a domestic relationship based upon birth, marriage or other domestic bond as distinguished from a group occupying a boarding house, lodging house, club, fraternity, or hotel.
- 1.7. EVENT OF DEFAULT shall have the meaning assigned in Section 3.1.
- 1.8. NOTICE. Correspondence complying with the provisions of Section 4.8.
- 1.9. OFFER DATE shall have meaning assigned in Section 2.6.
- 1.10. OPTION. The Owner shall first notify the City if Owner wishes to sell the Property. The City or its assign shall have the first option to purchase the Property.
- 1.11. OPTION PERIOD. The period extending thirty (30) days from an Offer Date during which either the City or its assign may elect to purchase the Unit.
- 1.12. OWNER-OCCUPIED. A Unit that is occupied by the Owner as the Owner's Primary Residence.

- 1.13. PRIMARY RESIDENCE. The place where Domicile has been established.
- 1.14. QUALIFIED PARTICIPANT. Qualified Participant shall be a person or persons who are determined by the City to meet the following criteria:
- 1.14.1. A Qualified Resident who intends to occupy the unit as their Primary Residence, or an owner who intends to rent the unit to a Qualified Resident for a minimum period of 6 months.
- 1.15. QUALIFIED RESIDENT. Qualified Resident shall be a person or persons who are determined by the City to meet the following criteria:
- 1.15.1. A person who works an average of 30 hours or more per week within the Park City limits for a business that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business; or
- 1.15.2. A retired person who was a full-time employee of an entity located within the Park City limits for at least five continuous years immediately preceding their retirement; or
- 1.15.3. A person who is unable to work or does not have a work history required under Paragraphs 1.15.1 through 1.15.2 of this Subsection 1.15 due to a Disability.
- 1.16. SALE. The term “Sale” or any derivative thereof such as “Sales,” “Sold,” and “Sell” shall include any transfer of title the Unit, regardless of whether or not any consideration is provided to the transferor in exchange. This shall include but not be limited to any gift, assignment, devise, or other transfer.
- 1.17. SECURED CREDITOR. The trustee, the beneficiary, or both under a deed of trust against the real property security; the mortgagee under a mortgage against the real property security; and any successor-in-interest of the trustee, beneficiary, or mortgagee under the deed of trust or mortgage.
- 1.18. SENIOR SECURED CREDITOR. A Secured Creditor who is the named beneficiary, trustee, mortgagee, mortgage insurer, or mortgage guarantor of a mortgage or deed of trust, as applicable, which takes priority or precedence over any other liens or encumbrances securing any other Secured Creditor so that the liens or encumbrance of the Senior Secured Creditor must be satisfied before any other Secured Creditor is entitled to participate in the proceeds of any sale or other disposition of the Unit.
- 1.19. UNIT. Unit # _____ of the Project, a condominium unit, which is more specifically described on Exhibit A attached hereto.
- 1.20. OWNER. The Owner and every title owner thereafter, including (i) any transferee receiving title to or a fee interest in the Unit (a) after having been determined to be, or having represented themselves as, a Qualified Participant or (b) based on any representation or intent to own and occupy the Unit as an Owner-Occupied Unit or as such owner’s Primary Residence; and (ii) all subsequent person(s) vested with record title of the Unit

according to the records of the County Recorder of Summit County, Utah; however, Owner shall not include a person who holds an interest in the Unit merely as security for the performance of an obligation, and, solely in regards to the restrictions contained in this Covenant, the City shall not be considered an Owner.

- 1.21. PARK CITY LIMITS. The latest City limits as duly adopted and as reflected on the most current mapping issued by the Park City Geographic Information System (GIS) zoning map.

2. DEED RESTRICTION

- 2.1. ESTABLISHMENT OF THE COVENANT. As of the Effective Date, for the purposes set forth herein, and except as otherwise set forth herein, the Owners, the Owners' heirs, successors, executors, administrators, devisees, and assigns and all persons acquiring an interest in the Unit, whether or not so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Unit to hold their interest subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with the land. Owner shall not permit any ownership, use or occupancy of his or her Unit except in compliance with this Covenant.
- 2.2. ADMINISTRATION AND ENFORCEMENT. The City shall have the right to enforce the terms of this Covenant and may enforce its terms as it deems administratively proper through its employees, administrative offices, agents, or assigns. The City may enforce this Covenant by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement, damages and such other remedies and penalties as may be specified in this Covenant. This Covenant shall inure to the benefit of the City and nothing herein shall be construed as creating a general scheme to be enforced by Owners against each other.
- 2.3. OCCUPANCY RESTRICTIONS.
- 2.3.1. At least one Qualified Resident shall continuously occupy the Unit as their Primary Residence.
- 2.3.2. Owner may rent the Unit as long as the Unit is continuously occupied by at least one Qualified Resident.
- 2.3.3. A Qualified Participant may lease a room or rooms in the Unit to one or more persons, provided that at least one person occupying the property is a Qualified Resident.
- 2.3.4. No business activity shall occur on or in the Unit other than as permitted within the zone district applicable to the Unit.
- 2.3.5. Owner may not leave the Unit vacant for more than 30 days without prior written approval from the City.

- 2.4. INSURANCE. To the extent such insurance is not provided by any applicable association of homeowners organized pursuant to a declaration of covenants, conditions, and restrictions governing the Project, each Owner shall continuously insure the Owner's Unit against all risks of physical loss for the full replacement value of the Unit.
- 2.5. NIGHTLY RENTAL PROHIBITED The Owner shall not rent or lease all or any portion of the Unit for nightly rentals. However, the unit may be rented for a term minimum of 6 months with the prior written notice of the City.
- 2.6. TRANSFER OF TITLE. An Owner shall not enter into or execute any transaction that Sells any interest in the Unit without giving prior written notice to the City to allow the City, at the City's sole option, to exercise the Option. The date of receipt of such notice by the City from the Owner to Sell the Unit shall be referred to herein as the "**Offer Date**".
- 2.7. OPTION TO THE CITY. The City shall have thirty (30) days after the Offer Date ("**Option Period**") to exercise the Option by delivering to the Owner written notice of the City's exercise of the Option ("**Exercise Notice**"). City shall use its best efforts to notify the Owner of the City's plans to exercise the Option, the City shall complete the acquisition of the Unit by paying to the Owner the sales price within thirty (30) days after delivering the Exercise Notice. If the City (i) notifies the Owner that it will not exercise the Option, (ii) fails to deliver to Owner the Exercise Notice within the Option Period, or (iii) exercises the Option but fails to close within thirty (30) days after delivering the Exercise Notice, the Option shall automatically terminate with respect to such sale or offering for sale, without the need for further notice or documentation.
- 2.8. NON-COMPLYING SALES OR TRANSFERS. Any Sale or transfer of the Unit in violation of this Covenant is considered against public policy and is null and void and shall not confer title whatsoever upon the purported buyer. The Owner is liable for all costs and attorney fees incurred in setting aside a non-complying Sale or transfer of the Unit.
- 2.9. NO DISCRIMINATION. The City and Owner shall not discriminate against any person in the Sale or rental of the Unit because of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age, familial status, source of income, Disability, genetic information, sexual orientation, gender identity, or protected expressions. Each Owner shall take such action with respect to this Covenant as may be required to ensure full compliance with applicable local, state, and federal laws prohibiting discrimination.
- 2.10. ANNUAL COMPLIANCE REPORT. Owner shall provide the City with an Annual Compliance Report, included herein as Exhibit C, by June 30 of each year. The Annual Compliance Report shall be accompanied by a signed affidavit by the Owner certifying that such Owner is in compliance with the terms of this Covenant. Failure of the City to mail or otherwise provide the Annual Compliance Report form to an Owner does not discharge the obligations of such Owner to make the Annual Compliance Report. The City may request additional documentation to demonstrate that Owner uses that Unit as a Primary Residence and is otherwise in compliance with all terms of this Covenant, and

each Owner shall provide such additional documentation as may be requested by the City. In conjunction with the Annual Compliance Report, the City may conduct a yearly physical inspection of the Units. The Annual Compliance Report shall include:

2.10.1. Evidence to establish that the Unit was occupied by a Qualified Resident during all of the prior calendar year;

2.10.2. If applicable, a copy of the lease form currently used for the Unit; and

2.10.3. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set forth in the Qualification Guidelines.

2.11. TRANSFER OF UNIT ON DEATH OF A UNIT OWNER

2.11.1. The executor or beneficiary of a deceased Unit Owner's estate shall notify the City no later than 30 days after the death of the deceased Unit Owner.

2.11.2. A spouse or other family member in joint tenancy with the deceased Unit Owner immediately prior to the Unit Owner's death may retain ownership of the Unit with the prior written consent of the City and as long as such person is a Qualified Participant and maintains compliance with this Covenant.

3. EVENT OF DEFAULT

3.1. EVENT OF DEFAULT. Noncompliance with any part of this Covenant constitutes an Event of Default. Events of Default shall include but are not limited to: (a) rental of all or a portion of the Unit as nightly rental or short term rental (less than 6 months); (b) rental of all or a portion of the Unit as long term rental without prior written notice to the City; (c) not using the Unit as an Owner-Occupied Primary Residence without prior written notice to the City; (d) failure to pay the monetary penalties of Sections 3.3; (e) failure to submit the Annual Compliance Report required by Section 2.10; or (f) failure to make timely payments or otherwise defaulting on a lien or mortgage on the Unit.

3.2. NIGHTLY RENTAL. Rental of the Unit or portion of the Unit on a nightly or weekly basis shall constitute an automatic Event of Default. Notwithstanding the cure period provided under Section 3.3, upon Notice from the City to an Owner of an Event of Default, the City may charge any Owner that rents that Owner's Unit on a nightly or weekly basis automatic fines of up to the greater of \$1000 per day or the rate charged for rental of the Unit per night.

3.3. MONETARY PENALTIES. Upon Notice from the City to an Owner of an Event of Default, the Owner shall have thirty (30) days to cure such noncompliance. If the Owner does not cure the Event of Default within thirty (30) days, the City may assess monetary penalties against the Owner of up to one thousand dollars (\$1000.00) per day beginning on the thirty first (31) day after Notice of the Event of Default.

- 3.4. CITY TO MAINTAIN A POSSIBILITY OF REVERTER. If an Owner does not cure an Event of Default within forty five () days, then the City may initiate the process of obtaining title to such Owner's Unit as further described in this paragraph. The City shall send Notice to the Owner that contains the specific Event(s) of Default, the dates of such noncompliance, a record of other Notices sent regarding such Event(s) of Default, and that notifies the Owner of an informal hearing before the City Council to take place within thirty (45) days of such Notice, at which the Owner may present evidence or call witnesses. After such Notice and informal hearing, the City Council shall issue a final ruling within thirty (45) days of the hearing which shall make a finding as to the Owner's Event(s) of Default. Upon a final ruling of an Event of Default against such Owner, the occurrence of such condition subsequent shall trigger the City's right to title in fee simple to the Owner's Unit, and, upon the exercise of such right by the City, title will revert to and become revested in the City, and such title will be revested fully and completely in it, and the City will be entitled to and, subject to applicable law, may of right enter upon and take possession of the Unit; provided that, contemporaneously with the City's exercise of its reversionary interest, the City shall repay, or cause to be repaid any debt or obligation incurred by the Owner for the acquisition of the Unit to the extent such debt or obligation is secured by a lien against the Unit. Upon successful closing of a Sale of the Unit from such Owner to the City or its assign pursuant to Section 3.5 any reversionary interest of the City granted by this Section 3.4 shall terminate in regards only to that specific finding of Event of Default. If the City pays, or causes to be paid, pursuant to this Section 3.4, amounts to satisfy liens against the Unit that are more than the resale price, then the City may seek a deficiency judgment against such Owner for the difference between the amount paid and the resale. The City hereby assigns its possibility of reverter, as found in this Covenant or in any transfer deed to an Owner, to the City; and, accordingly, the City shall be entitled to exercise any reversionary right to title and possession of the Unit that is granted to or withheld by the City.
- 3.5. RIGHT TO PURCHASE. Upon a finding of an Event of Default by an informal hearing conducted by the City Council as described in Section 3.4, an Owner shall offer to sell that Owner's Unit to the City at or below the Unit's Applicable Foreclosure Price. Upon such finding of an Event of Default, the City shall have the option, in its sole discretion, to exercise or assign its reversionary interest pursuant to Section 3.4, to exercise or assign its right to purchase pursuant to this Section 3.5, or to seek any other remedy provided to it at law or in equity.
- 3.6. REMEDIES NOT EXCLUSIVE. Notwithstanding anything else herein, if the City receives a Foreclosure Notice, and if the default giving rise to such Foreclosure Notice is not timely cured and the loan reinstated according to the applicable loan documents, the City (or its assign) shall have ninety (90) days from receipt of such Foreclosure Notice to exercise the City's Option or the City's right to exercise its possibility of reverter or right to purchase pursuant to Sections 3.4 and 3.5 above. Subject to the preceding sentence, and except as provided in Section 3.4 regarding the termination of the City's reversionary interest upon a Sale pursuant to Section 3.5, no remedy conferred by any of the specific provisions of this Covenant is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. The

election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies.

- 3.7. BUY OUT OPTION. If the Owner would like to buy out of the Deed Restriction, the Owner may do so through payment of triple the purchase price of the Deed Restriction OR triple the ratio paid for the original Deed Restriction, but at the present day appraisal value, whichever is greater at the time. Such payment must be considered and approved by the City Council in its sole discretion.

4. GENERAL PROVISIONS

- 4.1. TERM OF AGREEMENT. The term of this Covenant shall commence as of the Effective Date set forth above and shall continue in full force and effect for a period not less than forty (40) years. Upon the expiration of the initial forty (40) year term, or any subsequent term, the City shall have six (6) months in which to determine, based on an independent market study, that the Unit is no longer necessary to satisfy the 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.
- 4.2. AMENDMENTS. Any amendments or modification to this Covenant in whole or in part must be made in writing and agreed to by the Owner that owns the Unit at the time of such amendment or modification and the City and must be recorded with the Clerk and Recorder of Summit County, Utah. The City may unilaterally modify the Covenant to provide clarification to any provisions that may be subject to differing interpretations, to correct any errors identified, or where the City deems such modification or amendment necessary to effectuate the purposes and intent of the Covenant or bring this Covenant in compliance with applicable City Code or State of Utah or federal law and where such modification does not in the City's reasonable discretion materially impair the Owner(s)' or any Secured Creditor's rights.
- 4.3. NO WAIVER. No waiver of any Event of Default or breach of this Covenant shall be implied from any omission by the City to take action on account of such Event of Default, and no express waiver shall affect any Event of Default other than the Event of Default specified in the waiver, and then the waiver shall be operative only for the time and to the extent therein stated. Waivers by the City of any covenant, term or condition contained in this Covenant shall not be construed as a Waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.
- 4.4. WAIVER. Each Owner hereby waives any defenses, rights, or remedies that it might otherwise assert against the City in connection with: (a) the application of the rule against perpetuities to this Covenant; (b) any claim related to restraints on alienation; or (c) any claim that the Covenants recorded against the Unit are not real covenants running with the land. This waiver shall be binding upon the successors and assigns of each Owner and shall inure to the benefit of the successor and assigns of the City.

- 4.5. DISCONTINUANCE OF LIABILITY AFTER CONVEYANCE. Following the recording of a deed conveying the Unit to a Qualified Participant, the transferor of such Unit shall have no further liability under this Covenant respecting the Unit, except to the extent caused by the negligence or intentional misconduct of the transferor and excepting any outstanding fines, penalties, or other amounts due to the City hereunder and incurred during transferor's ownership of the Unit.
- 4.6. SALE AGAINST OWNER'S WILL. Without in anyway limiting the remedies and enforcement provisions granted the City by Sections 3.3, 3.4, 3.5, and 3.6, nothing in this Covenant shall be interpreted to require an Owner to Sell the Unit against that Owner's will.
- 4.7. SEVERABLE OBLIGATIONS AND LIABILITIES. Different individuals and entities may eventually own the Unit. Each Owner of the Unit shall not be liable for or encumbered by the obligations or liabilities under this Covenant associated with any other t Owner.
- 4.8. NOTICES. Any and all Notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, sent by Federal Express or other similar courier service keeping records of deliveries and attempted deliveries, or served by facsimile transmission. Service by mail or courier shall be conclusively deemed made on the first business day delivery is attempted. Facsimile transmissions received during normal business hours on a business day shall be deemed made at the time of receipt. Facsimile transmissions not received during normal business hours on a business day shall be deemed made on the next business day. Each party to this Covenant, including the City and each Owner, may change their respective addresses for the purpose of receiving Notice by a written Notice to the other parties.

Notice to an Owner shall be sent to the address on file with the Office of the Recorder of Summit County, Utah.

Any Notice or demand to the City shall be addressed to the City at the following address:

Park City Municipal Corporation
P.O. Box 1480
445 Marsac Avenue
Park City, Utah 84060
ATTN: City Recorder and Housing Office
Fax: (435) 615-4901

- 4.9. SEVERABILITY. If any term, provision, covenant or condition of this Covenant is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Covenant shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of such. In the event that all or any portion of this Covenant is found to be unenforceable, this Covenant or that portion which is found to be unenforceable shall be deemed to be a statement of

intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Covenant or that portion which is found to be unenforceable.

- 4.10. ATTORNEY FEES. If any party shall take or defend against any action for any relief against another party arising out of this Covenant, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including but not limited to reasonable attorney fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorney fees and costs incurred in enforcing such judgment.
- 4.11. CHOICE OF LAW. This Covenant shall be governed and construed in accordance with the laws of the State of Utah.
- 4.12. SUCCESSORS. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, executors, administrators, devisees and assigns of the parties.
- 4.13. THIRD-PARTY BENEFICIARY. This Covenant is not intended to confer rights on third parties.
- 4.14. PARAGRAPH HEADINGS. Paragraph and Section headings within this Covenant are inserted solely for convenience of reference and are not intended to and shall not govern, limit, or aid in the construction of any terms or provisions contained herein.
- 4.15. GENDER AND NUMBER. Whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.
- 4.16. COVENANTS RUN WITH LAND. The City intends, declares, and covenants on behalf of itself, all future owners of the Unit, and all parties that obtain any interest in any Unit that this Covenant and the restrictions set forth herein regulating and restricting the rent, use, occupancy and transfer of the Unit shall be covenants running with the land and improvements constituting the Unit for the benefit of the City and shall encumber the Unit and shall be binding upon all the subsequent Owners of the Unit and any other party with an interest in the Unit.
- 4.17. INTEGRATION. This Covenant constitutes the entire agreement between the parties with respect to the matters set forth herein.
- 4.18. INTERPRETATION. The terms of this Covenant shall be interpreted so as to avoid speculation on the Property.

- 4.19. SUPERIORITY OF COVENANT. The Owner acknowledges and agrees that they have not and will not execute any other agreement with provisions contradictory to or in opposition to the provisions of this Covenant and that this Covenant is controlling as to rights and obligations between and among the Owner, the City, and respective successors.
- 4.20. NO CITY LIABILITY. Nothing herein requires or shall be construed to require the City or any officer, director, employee, agent, designee, assignee, or successor thereof to protect or indemnify the Owner against any loss.
- 4.21. COUNTERPARTS. This Covenant may be executed in several counterparts, all of which together shall constitute one binding agreement on all parties hereto, notwithstanding that all the parties have not signed the same counterpart.
- 4.22. RECORDATION. Upon execution of this Covenant, the City shall cause this Covenant to be recorded in the public records of the County Recorder of Summit County, Utah, and shall pay all fees and charges incurred in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City, and the Owner have executed this Covenant as of the Effective Date.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name: Nann Worel
Title: Mayor

Attest:

Recorder

Approved as to form:

City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH)
);ss.
COUNTY OF SUMMIT)

On the _____ day of _____, 20__, personally appeared before me Nann Worel who being by me duly sworn did say that she is the Mayor of Park City Municipal Corporation, and that the within and foregoing instrument was signed on behalf of and acknowledged by such entity.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

OWNER:

NAME OF OWNER/BUYER

By: _____
Name of Owner/Buyer

INDIVIDUAL GENERAL ACKNOWLEDGEMENT

STATE OF UTAH)
):ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, before me, the undersigned notary, personally appeared Owner/Buyer, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that they signed it voluntarily for its stated purpose.

Notary Public
Residing at:

My Commission Expires:

EXHIBIT A

Legal Description of the Property

The real property referenced in the foregoing instrument is located in Summit County, Utah and is more particularly described as:

Tax Parcel No.
Street Address

DRAFT

EXHIBIT B

Guidelines

- 1) Purpose. The purpose of these Guidelines is to set forth the occupancy requirements for the Property pursuant to the Deed Restriction Agreement.
- 2) Definitions. All capitalized items herein shall have the meanings set forth in the Deed Restriction Agreement.
- 1) Application. To become a Qualified Resident, a person must provide the following information:
 - a) Verification (*e.g.*, wage stubs, employer name, address, telephone number and other appropriate documentation) of the person's current employment with a business in Park City that holds a valid and current business license, or pays sales taxes, or is otherwise generally recognized as a legitimate business;
 - b) Evidence that the applicant has worked, or will work, an average of 30 hours per week or more per year for one or more of such businesses;
 - c) A valid form of identification, such as a driver's license, state-issued identification, passport or military identification; and
 - d) d. A signed statement certifying and acknowledging that all information submitted in such application is true to applicant's best knowledge and authorizing verification of all information submitted.

EXHIBIT C
PARK CITY EMPLOYEE HOUSING AFFIDAVIT
For Owner Occupied Units



State of Utah
County of Summit

BEFORE ME, the undersigned Notary, _____ [name of Notary before whom affidavit is sworn], on this _____ [day of month] day of _____ [month], 20____, personally appeared _____ [name of affiant], known to me to be a credible person and of lawful age, who being by me first duly sworn, on _____ [his/ her/their] oath, deposes and says:

I currently own my residence at _____ (street address) which is a deed restricted property to preserve resident, owner occupancy. I am fully aware of the restrictions and am to the best of my knowledge in compliance including the requirement for owner occupancy. I verify that I continue to live in it as my primary residence. I have never rented my home even for short periods of time. If approved by the city's housing office to rent to a roommate, please list name of roommate, employment, and amount of rent charged:*

_____.

[signature of affiant]

(printed name of affiant)

(phone)

[mailing address of affiant, line 1]

[mailing address of affiant, line 2]

(email address)

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

[Notary Seal:]

[signature of Notary]

[typed name of Notary]
NOTARY PUBLIC

My commission expires: _____, 20____.

* Primary Residence is defined as the domicile in which you live for no less than 10 months out of any given 12 month period.

DRAFT Comms/Marketing Outline for Live Park City Lite Deed Program

Council meeting to discuss: October 27

Deadline to finalize content: October 17

Go-live date: October 31

Goal: To inform and educate Park City residents about this innovative housing program launch this fall.

Stakeholders

- Park City residents
- Board of Realtors
- Park City Chamber/Bureau and greater business community
- Mortgage lenders
- Historic Park City Alliance

Tactics for distribution

- Press release distributed to:
 - Local media (KPCW, Park Record, Town Lift)
 - Housing partners
 - Housing team contacts
 - City website (on news tab) and sent through enotification
- Weekly City Brief
- Newsletter blurb
- Social Media campaign educating the public on the program and how-to guide (ongoing)
 - Two one-pagers:
 - targeted to realtors
 - targeted to homeowners
- General graphics/marketing material
- Website updates (ongoing)

LIVE PARK CITY

STEP-BY-STEP LITE DEED RESTRICTION APPLICATION PROCESS



1 FILL OUT APPLICATION

Complete an application for the Live Park City program, available at parkcityhousing.org.

2 SPECIFY DETAILS

Include your correct contact information and property address in the application, which must be located within City limits (84060).

3 SPECIFY DATES

Include property closing dates and other important deadlines (if any) in your application, as well as the amount of money you are applying for.

4 APPLICATION REVIEW

Applications are sent to the Housing Team for review by the Advisory Committee and City Manager.

5 DECISION

If your application is accepted, you will enter a Notice of Deed Restriction Purchase with Park City Municipal. If your application is denied, you will be notified via email.

VIVE PARK CITY

PROCESA PARA LA APLICACIÓN DE RESTRICCIONES DE ESCRITURA



1

LLENAR UNA SOLICITUD

Cumple una aplicación para el programa de Vive Park City disponible aquí: parkcityhousing.org.

2

ESPECIFICAR DETALES

Incluye su información correcta y dirección en la aplicación, que deben de ser en las limitaciones de la Ciudad (84060).

3

ESPECIFICAR FECHAS

Incluye las fechas del cerrado de la propiedad y otros plazos importantes en su aplicación, y la cantidad del dinero para cual tenga aplicado.

4

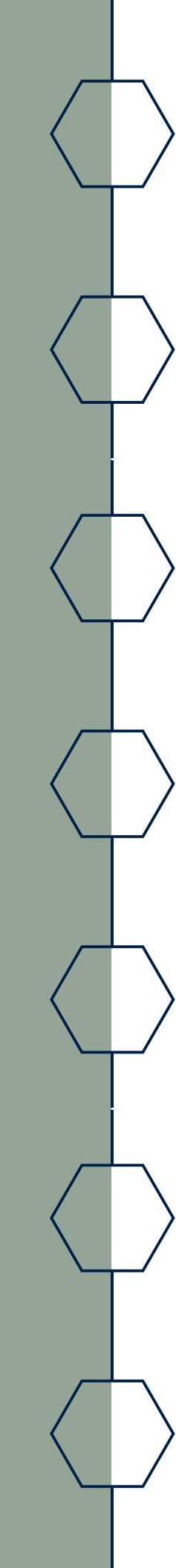
REVISIÓN DE LA APLICACIÓN

Las aplicaciones son enviadas a el Equipo de Viviendas para revisión de la Comité del Consultivo y la Administrador de la Cuidad.

5

DECISIÓN

Si su aplicación esta aceptada, entrará un Aviso de Acuerdo de Compra de Restricción de Escrita con la Municipalidad de Park City. Si su aplicación esta denegada, notificará de email.



Live Park City | Lite Deed Restriction Program

A Guide for Residents

What is Live Park City?

Live Park City is a pilot program that will allocate 1M of funding from Park City Municipal Corporation to purchasing Deed Restrictions for existing homeowners as well as future homeowners. The Deed Restrictions do not have any income or appreciation caps. The only requirements to apply for the program are full-time residency and local employment.

The goals of the Park City Lite Deed Restriction Program are to:

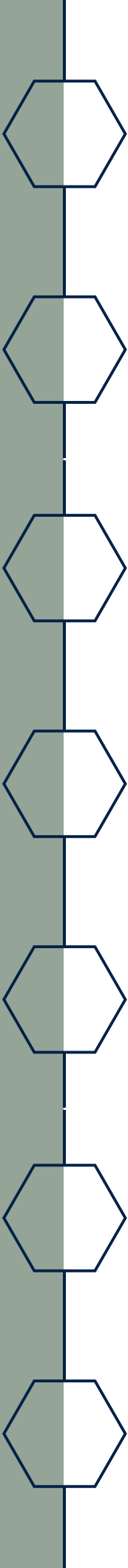
- Support full-time residents to remain in their homes;
- Provide down payment assistance for buyers who find market units to be just out of reach; and
- Create an option for current homeowners to reserve their home for long-term Park City residents.

The Live Park City program places Deed Restrictions on existing homes in exchange for cash compensation. The program is modeled after similar programs in Vail and Breckenridge.

What is the purpose of the Live Park City program?

The Live Park City program serves to increase, or at least maintain, the housing stock for locals within the City. The Program would compensate homeowners who agree to a deed restriction requiring their property either be occupied by a) the owner who is a full-time resident of Park City (a minimum of 10 months out of the year), or b) a long-term renter (who leases the premises for at least 6 months). The deed restrictions will run with the property in perpetuity.





How much would residents be paid for the Deed Restrictions?

Payments for the Deed Restrictions will vary based on how the property meets the City's goals. Typical payments will range between 10%-20% of the appraised value of the home at the time of the application.

What does the application process look like?

The process begins when the homeowner or buyer applies to participate in the program. Once an application is received, Housing Staff will obtain an appraisal and evaluate the appraised value in combination with the program criteria. Staff provides a property evaluation and recommendation to a Council-appointed Advisory Committee. The Advisory Committee makes a recommendation to the City Manager for final approval. Once approved, a Notice of Deed Restriction Purchase Agreement is signed by the homeowner and Park City Municipal Corporation. Recording of the deed restriction will occur at the time of ownership transfer, or immediately, in the case of existing ownership.

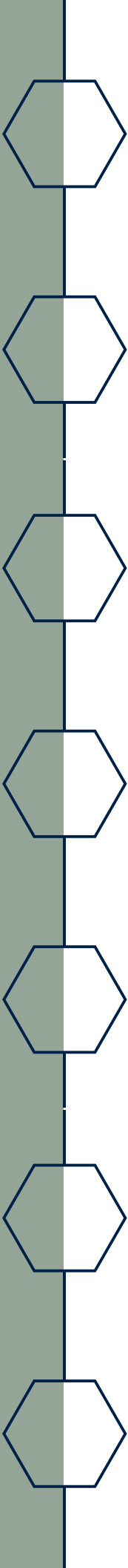
Where do you apply?

The online application for the Live Park City program can be found on PCMC's housing website: parkcityhousing.org.

Questions?

Contact browne.sebright@parkcity.org





Vive Park City | Programa de Restricción de la Escritura Lite

Una Guía para Residentes

¿Qué es Vive Park City?

Vive Park City es un programa piloto que asignará 1M de fondos de la Corporación Municipal de Park City a la compra Restricciones de Escritura para los propietarios de viviendas actuales y futuros. Las Restricciones de Escritura no tienen tapas de ingresos ni apreciación. El único requisito para solicitar el programa es la residencia a tiempo completo y empleo local.

Las metas de la Programa de Restricción de Escrituras Lite de Park City son:

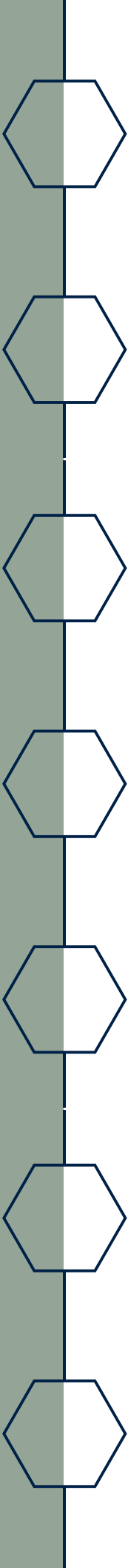
- Apoyar a los residentes de tiempo completo a quedarse en sus hogares.
- Proveer asistencia para el pago inicial a los compradores quien encuentra unidades de mercado están fuera de su alcance; y
- Crear una opción para que los propietarios de viviendas actuales reserven sus hogares para residencias de tiempo completo.

El programa de Vive Park City establece Restricciones de la Escritura en viviendas existentes a cambio de una compensación en efectivo. El programa es similar como de los programas en Vail y Breckenridge.

¿Qué es el propósito del programa de Vive Park City?

El programa Vive Park City sirve para aumentar, o mantener, el inventario de viviendas para locales dentro de la Ciudad. El Programa compensaría a los propietarios de viviendas quien aceptan una restricción de escritura que requiere su propiedad sea ocupado por: a) el propietario que es un residente de tiempo completo de Park City (un mínimo de 10 meses del año), o b) un propietario de un largo plazo (quien alquila el local para al menos de 6 meses). Las restricciones de la escritura correrán con la propiedad en perpetuidad.





¿Cuánto se pagaría a los residentes por Las Restricciones de la Escritura?

Los pagos para Las Restricciones de la Escritura variarían dependiente de como la propiedad cumpla con las metas de la Ciudad. Los pagos típicos serán entre el 10% y el 20% del valor de la tasación de la vivienda al tiempo de la solicitud.

¿Qué es la procesa para la solicitud?

La procesa empezca cuando el propietario o comprador aplica a participar en el programa. Cuando el Personal de Viviendas recibe una solicitud, obtendrá una tasación y evaluará el valor en combinación con los criterios del programa. El Personal provee una evaluación de propiedad y una recomendación a un Comité Consultivo nombra de Consejo. El Comité Consultivo da una recomendación al Administrar de la Cuidad para su aprobación final. Después de aprobar, el propietario y la Corporación Municipalidad de Park City firman un Aviso de Acuerdo de Compra de Restricción de Escritura. El registro de la restricción de la escritura sucederá cuando la propiedad está transferida, o inmediatamente, en el caso de propiedad existente.

¿Dónde se aplica?

La solicitud para el programa Vive Park City se puede encontrar en el sito web de vivienda de PCMC: parkcityhousing.org.

¿Preguntas?

Contactar browne.sebright@parkcity.org





Live Park City | Lite Deed Restriction Program

A Guide for Realtors

What is Live Park City?

Live Park City is a pilot program that will allocate 1M of funding from Park City Municipal Corporation to purchasing Deed Restrictions for existing homeowners as well as future homeowners. The Deed Restrictions do not have any income or appreciation caps. The only requirements to apply for the program are full-time residency and local employment.

The goals of the Park City Lite Deed Restriction Program are to:

- Support full-time residents to remain in their homes;
- Provide down payment assistance for buyers who find market units to be just out of reach; and
- Create an option for current homeowners to reserve their home for long-term Park City residents.

The Live Park City program places Deed Restrictions on existing homes in exchange for cash compensation. The program is modeled after similar programs in Vail and Breckenridge.

What is the purpose of the Live Park City program?

The Live Park City program serves to increase, or at least maintain, the housing stock for locals within the City. The Program would compensate homeowners who agree to a deed restriction requiring their property either be occupied by a) the owner who is a full-time resident of Park City (a minimum of 10 months out of the year), or b) a long-term renter (who leases the premises for at least 6 months). The deed restrictions will run with the property in perpetuity.





How much would residents be paid for the Deed Restrictions?

Payments for the Deed Restrictions will vary based on how the property meets the City's goals. Typical payments will range between 10%-20% of the appraised value of the home at the time of the application.

What are some of the benefits of the program?

As other municipalities have demonstrated, this program can help to incentivize full-time residency and increase long term rental opportunities by:

- Allowing for a mixed approach to deed restrictions in Park City. Because this program does not include income or appreciation caps, it is applicable to a broader cross-section of Park City residents;
- Creating a more vibrant community that has more full-time residents and fewer vacant units throughout town;
- Lowering traffic levels since more people will live and work in town
- Helping with employee recruitment by providing workforce housing options; and
- Decreasing worker turnover since employees are more likely to stay in a position longer when housing is not a concern.

Who chooses which homes are awarded with the funding?

An advisory committee comprised of a board appointed by City Council will determine the allocation of the program funds.

Questions?

Contact browne.sebright@parkcity.org





Vive Park City | Programa de Restricción de la Escritura Lite

Una Guía para Los Corredores de Bienes Raíces

¿Qué es Vive Park City?

Vive Park City es un programa piloto que asignará 1M de fondos de la Corporación Municipal de Park City a la compra Restricciones de Escritura para los propietarios de viviendas actuales y futuros. Las Restricciones de Escritura no tienen tapas de ingresos ni apreciación. El único requisito para solicitar el programa es la residencia a tiempo completo y empleo local.

Las metas de la Programa de Restricción de la Escritura Lite de Park City son:

- Apoyar a los residentes de tiempo completo a quedarse en sus hogares.
- Proveer asistencia para el pago inicial a los compradores quien encuentra unidades de mercado están fuera de su alcance; y
- Crear una opción para que los propietarios de viviendas actuales reserven sus hogares para residencias de tiempo completo.

El programa de Vive Park City establece Restricciones de la Escritura en viviendas existentes a cambio de una compensación en efectivo. El programa es similar como de los programas en Vail y Breckenridge.

¿Qué es el propósito del programa de Vive Park City?

El programa Vive Park City sirve para aumentar, o mantener, el inventario de viviendas para locales dentro de la Ciudad. El Programa compensaría a los propietarios de viviendas quien aceptan una restricción de escritura que requiere su propiedad sea ocupado por: a) el propietario que es un residente de tiempo completo de Park City (un mínimo de 10 meses del año), o b) un propietario de un largo plazo (quien alquila el local para al menos de 6 meses). Las restricciones de la escritura correrán con la propiedad en perpetuidad.





¿Cuánto se pagaría a los residentes por Las Restricciones de la Escritura?

Los pagos para Las Restricciones de la Escritura variarían dependiente de como la propiedad cumpla con las metas de la Ciudad. Los pagos típicos serán entre el 10% y el 20% del valor de la tasación de la vivienda al tiempo de la solicitud.

¿Cuáles son algunos de los beneficios del programa?

Como otras municipalidades tuve demostrado, este programa puede ayudar a incentivar la residencia a tiempo completo y aumentar las oportunidades para un largo plazo para inquilinos como:

- Permitir un enfoque mixto a las restricciones de escritura en Park City. Porque esto el programa no incluye ingreso ni apreciación, es aplicable a muchas residentes de Park City.
- Crear una comunidad más vitalidad que tiene más dueños de tiempo completo y menos unidades vacías a través de la ciudad.
- Reducir niveles de tráfico desde más personas vivirán en la ciudad.
- Ayudar con recluta de los empleados al proveer opciones a viviendas de personal.
- Disminución de la facturación de personal desde empleados son más probable a quedarse en una posición para más tiempo cuando viviendas no es un preocupar.

¿Quién elige que casas recibir los fondos?

Un comité (nombró de City Council) determinará el reparto de los fondos del programa.

¿Preguntas?

Contactar browne.sebright@parkcity.org



Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from September 27, 2022

Suggested Action:

Attachments:

[September 27, 2022 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

September 27, 2022

The Park City and Summit County Councils of Summit County, Utah, met in open meeting on September 27, 2022, at 9:00 a.m. in the City Council Chambers.

JOINT PARK CITY COUNCIL AND SUMMIT COUNTY COUNCIL MEETING

I. ROLL CALL

Park City Council Attendee Name	Status
Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber Council Member Jeremy Rubell Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney	Present
Mayor Nann Worel	Excused

Summit County Council Attendee Name	Status
Chair Chris Robinson Vice Chair Roger Armstrong Council Member Doug Clyde Council Member Malena Stevens Council Member Glenn Wright Janna Young, Interim County Manager Margaret Olson, County Attorney	Present
None	Excused

Mayor Pro Tem Doilney opened the meeting and excused Mayor Worel.

II) SUSTAINABLE TOURISM PLAN UPDATE

**1. Sustainable Tourism Plan - Presentation by Jennifer Wesselhoff, President/
CEO Park City Chamber & Visitors Bureau:**

Jennifer Wesselhoff reviewed this presentation was the culmination of 18 months of work. She stated concerns were expressed by both Councils with regard to mitigating the impacts of tourism, celebrating the economic generation brought by tourism, celebrating employees, protecting the environment and the quality of life, and looking at a regional approach to helping businesses do better. This plan added destination management to the Chamber's established role of destination marketing. There would be focus on educating visitors and influencing their behavior through the lens of protecting the environment. The Sustainable Tourism Plan would address the needs of visitors, the industry, the community, and the environment. Wesselhoff's definition of sustainable tourism was finding a balance with residents, visitors and businesses.

Morgan Mingle, Park City Chamber Bureau Director of Sustainable Tourism, stated destinations needed to take a holistic and integrative approach. She discussed destination management, social and economic factors, community and culture, and the environment. She reviewed the outreach performed with residents, businesses, and visitors. The stewardship council had focus groups and held two public forums. She noted the plan components included the methodology, vision, stewardship principles, and objectives.

Laura Carlson, Park City Chamber Bureau Vice President of Marketing, read the vision of the plan. Wesselhoff displayed a list of items that were mentioned in the vision statement, including sense of community, Summit County's brand, visitor economy, and more. Mingle reviewed the stewardship principles, including local environment and natural resources, local spirit, sense of place, well-being of the community, benefits of the visitor economy, the tourism industry goal to lead by example, and the desire to be bold, creative, and action-focused.

Council Member Wright noted he didn't see any goals outlined in the plan. Wesselhoff indicated there would be higher level goals that would lead to the bigger objectives. She wanted to take small steps to start making progress and reviewed some benchmark areas where they would start.

Council Member Toly stated this was geared to visitors, but it didn't mention residents. Wesselhoff indicated as they went through the objectives, every objective would touch locals and visitors in different ways. Since locals and visitors enjoyed the same activities, the plan would focus on both groups. Council Member Stevens felt the plan would help locals by leveraging opportunities and mitigating the impacts in a more robust fashion. Wesselhoff gave the example of tourism traffic being a pinch point for residents. Part of the Chamber's role for mitigating that was to educate visitors about transit and bike share, and work with the business community to ensure they had shuttle systems in order to get cars off roads and improve the resident and visitor experience.

Council Member Toly noted day visitors impacted the community differently than overnight visitors. Council Member Rubell asked how the business community would commit to the principles. Wesselhoff stated they were at the beginning of the plan, but there was a green business certification that was being implemented. She also noted ways businesses could help with transit, employee housing, and employee commuters, and noted there were many ways for businesses to engage in the process. Tactics like paid parking and parking reservations embraced the Sustainable Tourism Plan. Mingle noted the businesses played a big part in shaping the plan. Mayor Pro Tem Doilney related they wanted to get this plan out as a means to communicate with each other. There was room to add the more concrete ideas, but a plan was needed in order to get started and then it would build from there. Wesselhoff stated the idea that the business community did not carry its fair share was not accurate. They supported employees and nonprofits.

The plan objectives were reviewed:

Objective One: Cultivate Local Pride and Respect for the Park City/Summit County Experience. Pat Putt, Summit County Community Development Director, stated this would mean developing stakeholder ownership for the stewardship of the community. The stakeholders would raise the consciousness of the people who lived, worked, and played here, and they would be docents to guests on how to take care of the community.

Objective Two: Implement Sustainable Transportation, Housing, Water, Energy, and Waste Management Policies and Initiatives. Carlson stated the current sustainable programs in place would be supported by this plan. Regional suggestions would be presented in this objective.

Objective Three: Protect and Manage our Natural Environment to Enable Sustainable Outdoor Recreation. Carlson indicated the visitors would be made aware of resources here once they arrived. There was a great nonprofit network and locals were active in volunteering. This objective would focus on travel experiences that the millennial generation wanted.

Objective Four: Ensure the Long-Term Resilience of the Park City/Summit County Economy. Carlson noted an information campaign would be launched related to the threat of climate change on economic stability and then community resilience plans would be developed.

Objective Five: Equalize the Economic Benefits and Mitigate Impacts of the Visitor Economy. Carlson indicated the Chamber's mission and role to address regional economic diversification would be redesigned. They would create year-round workforce support programs and transit would be optimized to meet the workforce needs.

Objective Six: Leverage Messaging and Programming to Accelerate Sustainable Tourism. Carlson stated this messaging had already begun. Visit Park City would be rebranded to reflect sustainable principles. The paid and earned media would focus on sustainable visitation and responsible travelers.

Objective Seven: Foster the Development and Management of Summit County's Art and Culture Tourism Assets. Putt stated the arts communicated with people. This objective would leverage the arts and culture opportunities within the County. Some of the ideas required deeper thinking and would require a master plan approach. The business and arts sectors would partner to advance this priority.

Wesselhoff summarized she would be coming to the next Council meeting requesting the adoption of the Sustainable Tourism Plan by resolution. Council Member Stevens stated the issues of the County and Wasatch County were very similar and she asked what regional efforts were being made. Wesselhoff indicated she communicated with Wasatch County and they were modeling Summit County with regard to destination tourism. There was a lot of work to be done, but there was a sense of cooperation and willingness to work together.

Council Member Gerber heard the terms equity and diversity, and wondered what efforts were being made to reach out to other demographics, especially the underserved. Wesselhoff stated in the short-term, she wanted to understand how to best serve the frontline employees. Council Member Gerber stated oftentimes people looked to the Community Foundation for help, but everyone looked for others to help. Council Member Toly thought the small business owners helped too. She asked where residents could go to get more information, to which Wesselhoff indicated they could go the VisitParkCity website. It would also include links to partner associations under each objective.

Council Member Wright stated setting goals would help the Councils see the progress down the line, and referred to housing and transportation goals specifically. He indicated both the City and County had carbon footprint goals. He thought the next steps would be for both Councils to set two-, five- and 10-year goals.

Vice Chair Armstrong stated the Councils had set goals, but they weren't strong in partnering with the businesses. He thought active messaging was important so visitors would know they didn't need to rent a car at the airport. He also discussed recycling efforts and the need for restaurant and lodging partners to play a role in that messaging. Regarding housing, he felt businesses could create a housing fund, and then leverage that money for employee housing. He also stated there would be competition for business when the Mayflower Development went online. He thought those were the biggest questions in front of the City and County.

Chair Robinson especially liked Objectives Two, Three, and Five, and thought they were ambitious. Council Member Rubell requested to understand how to hold folks accountable for collaboration. Government officials were held accountable, but he didn't know how businesses would be held accountable.

Council Member Dickey liked Objective One and he thought the locals took pride in the visitor experience. Council Member Toly agreed and stated many small businesses were taking the lead, especially regarding recycling. Mayor Pro Tem Doilney was encouraged with the plan and realized it was preliminary. He especially liked Objectives One and Five. He stated the majority of interactions were between people who didn't live here - visitors and workforce. He stated the Chamber helped connect the visitors, government, and businesses, and he looked forward to seeing results down the line.

Wesselhoff thanked all who were involved in the plan's creation. She felt the plan represented the values of the community.

III) REGIONAL REMOTE PARK & RIDE DISCUSSION

1. Regional Remote Park & Ride - Presented by Matt Dias, Park City Manager, and Patrick Putt, Summit County Community Development Director:

Matt Dias stated there was a long history of collaboration between the City and County. The professional staff from both entities had met and were hung up on what to do with regard to a pre-Olympics regional intercept strategy. He felt this was a great time to collaborate on a comprehensive three-, five- and 10-year transportation strategy. He knew it was central to Park City, but visitors travelled through the County to get to Park City. He suggested convening as a group with other stakeholders to work on something collaboratively.

Pat Putt stated it was important that the City and County were aligned on Transportation goals. The community expected quick results and the City and County had to manage needs quickly. He knew congestion would never be solved, but it would be managed to produce a series of effective strategies. Immediate decisions could be considered before the start of the ski season so the group could move forward. It was agreed at a staff level that a western intercept portal and an eastern intercept portal were needed. Ideally, they needed to be at a location before traffic entered the Kimball Junction and Quinn's Junction interchanges.

There were many possibilities for a mid- to long-term implementation. They felt studies were needed. The main focus was the Quinn's Junction area. In the short-term, it came down to two existing sites: Richardson Flat and the SR-248 Interchange site. Neither site was perfect, but they could work short-term. He asked which option the Councils preferred for the short-term. Chair Robinson asked if the Richardson Flat site was the existing park and ride, to which Putt affirmed. Council Member Stevens asked if this

1 was an either/or decision, or if both sites could be looked at. Dias stated staff wanted to
2 be intentional for the short-term in how to focus their work. The short-term project
3 wouldn't solve all the problems, and he wanted to focus more energy on the mid- and
4 long-term projects that would have bigger impacts. There was a divergence of views
5 among the Councils which had staff hung up. Some thought some solution was better
6 than nothing and others felt the problem could be left alone for the short-term while
7 focus was put on a future solution that would have a bigger impact. Dias stated the
8 public wanted government to be intentional, transparent and collaborative on next steps.
9 If the public had to live with the pain for a while, they wanted to know the decisions were
10 strategic.

11
12 Council Member Stevens asked if personnel resources and traffic mitigation would be
13 put on hold in favor of a park and ride as the initial step to the longer term solution, or
14 would the park and ride be the short-term solution that would be cancelled in favor of a
15 longer term solution. Dias indicated there would always be personnel for traffic
16 mitigation, law enforcement, etc. This question was for temporary quasi-solutions that
17 might be foregone in favor of a bigger solution.

18
19 Vice Chair Armstrong stated there was a difference of opinion on those sites and neither
20 option was perfect. He thought Richardson Flat would be used initially. Council Member
21 Wright stated for this season, it would only be Richardson Flat. Council Member Rubell
22 asked who the park and ride would serve; visitors or workforce. Council Member Dickey
23 indicated the driver for the congestion was people coming from the Wasatch Front.

24
25 Mayor Pro Tem Doilney stated staff spent the majority of their time since the last joint
26 meeting trying to make Richardson Flat work. They surmised that visitors would only go
27 to Richardson Flat once. Resorts wouldn't send the visitors there because they wanted
28 them to come back. Employers wouldn't send employees because the employees were
29 asked and they said they wouldn't park there. None of the research showed Richardson
30 Flat as a viable short-term solution. He favored doing nothing and then focusing on the
31 bigger solution.

32
33 Council Member Rubell asked how many partners committed to using Quinn's Junction.
34 The resorts wouldn't commit to Quinn's either, so that couldn't be pitched as a better
35 solution. Vice Chair Armstrong stated the Ecker Hill Park and Ride worked for big
36 weekends and events. He thought having paid parking at the resorts might put more
37 parking at the park and rides.

38
39 Chair Robinson stated there were no perfect solutions. Richardson Flat would not affect
40 the regional collaboration for long-term solutions. Regarding Kimball Junction, there
41 might be a long-term solution, but UDOT would need to get involved. He stated they
42 could dream of a long-term solution, but in reality there wasn't much that could be done.
43 In the meantime, they had something that might help. He knew it wasn't perfect, but it

1 was something. He thought the frontage road next to SR-248 could be moved closer to
2 the Rail Trail, but that would have to go through UDOT's land.

3
4 Vice Chair Armstrong asked if the opposite side of SR-248 was usable and if both sides
5 could be employed.

6
7 Doug Council Member Clyde was excused at 10:42 a.m.

8
9 Mayor Pro Tem Doilney stated the Council was not comfortable moving forward with
10 Quinn's Park and Ride at this time, but it was not pushed off forever. The UDOT experts
11 had stressed the Quinn's piece was the best option.

12
13 Council Member Wright asked why Richardson Flat was not feasible. Council Member
14 Gerber reviewed a third party consultant was hired to choose the best parcel by SR-
15 248. Richardson Flat was a short-term solution and at least they were doing something.
16 The bigger discussion was Transit needed a place for chargers and restrooms for
17 drivers, which was something that could not be provided at Richardson Flat. It was hard
18 to spend \$1.8 million for one season when it was a bad option. She thought a park and
19 ride at Quinn's Junction was a much better option for next winter.

20
21 Council Member Rubell stated there was a big difference in serving workforce and day
22 trippers. If the resorts didn't want to use it or even put the option on their website, then
23 he didn't think it was the City's responsibility. Council Member Toly indicated Vail had
24 enough parking. If parking was only being looked at for workforce, she suggested
25 focusing staff's efforts on the Bonanza Park parking lot and Homestake Lot for
26 workforce parking.

27
28 Council Member Stevens stated it would be nice to work collaboratively in efforts to
29 manage the whole transportation corridor. Council Member Rubell noted he was at the
30 point to move on to long-term solutions, but he was open to using Richardson Flat this
31 winter. Chair Robinson thought it would be worth the experiment to utilize Richardson
32 Flat this winter. If the resorts were bold, they could require their workforce to park there.
33 He asked if High Valley Transit (HVT) would use the Richardson Flat Park and Ride.
34 Caroline Rodriguez, Summit County Regional Transportation Planner, stated if there
35 was a functioning park and ride, HVT would consider using it.

36
37 Council Member Stevens suggested partnering with the resorts and Chamber to
38 promote public transportation to get from the Wasatch Front to the ski resorts.
39 Rodriguez asked for clear direction if there were plans to promote Salt Lake City public
40 transit use to the resorts because UDOT planned to cut the Park City/Salt Lake City
41 route due to the lack of drivers. Chair Robinson stated improvements could be made to
42 Richardson Flat for use this season, and the cost would not exceed the annual
43 maintenance cost that would have been spent at the Quinn's Park and Ride. Vice Chair

1 Armstrong noted there were challenges getting qualified drivers. He wanted to figure out
2 what the impacts were on SR-224 this coming season.

3
4 Dias summarized there wasn't consensus on a short-term park and ride, so that was not
5 the best use of staff time. There was consensus on collaboration for a long-term pre-
6 Olympic comprehensive intercept strategy. Leadership would be required to develop a
7 pre-Olympic strategy. Vice Chair Armstrong and Council Member Stevens felt both park
8 and ride options could work, but there were problems with both sites.

9
10 Dias stated City staff was working on a comprehensive winter transportation plan,
11 including transit, parking, enforcement, signage, etc., and staff would be back to unveil
12 the solutions prior to this winter season. He stated the City and County would each
13 select a member for the Regional Intercept Committee as well as stakeholder
14 representatives.

15 16 **IV) LIVE PARK CITY ADVISORY COMMITTEE DESIGNATIONS**

17 18 **1. Live Park City Advisory Committee - Update from Mayor Nann Worel and** 19 **Council Member Ryan Council Member Dickey**

20 Council Member Dickey stated there was a five member advisory board who would
21 advise Council on the Live Park City Housing Initiative. He explained the initiative was
22 to pay owners to deed restrict their properties. He asked for a County liaison who could
23 serve on the board. Council Member Gerber suggested adding a Latinx member to the
24 committee.

25
26 Chair Robinson asked Interim County Manager Janna Young to bring this item to the
27 next County Council meeting.

28 29 **V) SET DATE FOR NEXT JOINT MEETING**

30
31 It was discussed to have the next meeting after the first of the year.

32 33 **VI) ADJOURNMENT**

34
35 With no further business, the meeting was adjourned.

36
37
38

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Resolution

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Resolution 20-2022, a Resolution Declaring November 1, 2022, as "Extra Mile Day" in Park City, Utah

Suggested Action:

Attachments:

[Extra Mile Day Staff Report](#)

[Exhibit A: Extra Mile Day Resolution](#)

City Council Staff Report



Subject: Extra Mile Day Resolution
Author: Michelle Kellogg
Department: Executive
Date: October 27, 2022
Type of Item: Administrative

Summary Recommendation

Approve the resolution proclaiming November 1, 2022, as Extra Mile Day in Park City. This resolution supports individuals and organizations who are dedicated to “going the extra mile” in volunteerism and service.

Background

Extra Mile America is an organization made up of 100% volunteers that are committed to reminding individuals and organizations that creating positive change is not just a water cooler topic; it is being active in going the extra mile. This organization casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best. Extra Mile cities can be found at www.ExtraMileAmerica.org.

- The idea for Extra Mile Day started in 2009 when Shawn Anderson created the Extra Mile America Tour, a cross country bicycle tour and inspirational outreach event.
- Extra Mile Day has grown from 23 participating cities in its inaugural year to over 500 cities this year including Salt Lake City, Draper, Brigham City, Roosevelt City, West Valley City, and Sandy within the State of Utah. Other nationwide cities include Washington D.C., Jackson, Wyoming, Honolulu, Hawaii, and Austin, Texas.
- Park City has been an “Extra Mile City” for the last 10 years.
- With over 100 diverse nonprofits promoting everything from mountain sports to social services, arts, and climate solutions, Park City has an advocate in every corner of the community going the extra mile for our residents and visitors.

The Community Engagement team will support the City’s participation in “Extra Mile Day” by highlighting the work of the City’s Diversity Equity and Inclusion grant recipients and City staff members as “Extra Mile Heroes” in a social media campaign throughout the day on November 1, 2022. The campaign will feature profiles of these organizations and individuals working together and inspiring others to make a difference in Park City.

Approving the Extra Mile Day Resolution in Park City demonstrates the Mayor and City Council’s support for creating positive change within the Park City community. We encourage all individuals and organizations to go the extra mile on November 1st.

Funding Source

No membership fees or other commitments are associated with this resolution.



Resolution No. 20-2022

**RESOLUTION DECLARING NOVEMBER 1, 2022, AS "EXTRA MILE DAY"
IN PARK CITY, UTAH**

WHEREAS, Park City, Utah is a community which acknowledges that a special vibrancy exists within the entire community when its individual residents collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Park City, Utah is a community which encourages its residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Park City, Utah is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Park City, Utah acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2022.

WHEREAS, the Park City Community Engagement team will support the City's participation in "Extra Mile Day" by highlighting the work of the City's Diversity, Equity, and Inclusion grant recipients and City staff members as "Extra Mile Heroes" in a social media campaign throughout the day on November 1, 2022. The campaign will feature profiles of these organizations and individuals working together and inspiring others to make a difference in Park City.

NOW THEREFORE, the Mayor and City Council of Park City, Utah, do hereby proclaim November 1, 2022, to be Extra Mile Day. We urge each individual in the community to take time on this day to personally "go the extra mile", and also acknowledge all those who are inspirational in their efforts and committed to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 27th day of October, 2022.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve a Three-Year Professional Services Agreement for Special Event and Peak Day Transportation and Personnel Services Management, with Kane LLC, Not to Exceed \$358,032 Annually, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Special Event and Peak Day Traffic Staff Report](#)

[Exhibit A: Kane Proposal 2022](#)

[Exhibit B: Scope of Work](#)

City Council Staff Report

Subject: Special Event & Peak Day Transportation and Security Agreement
Author: Chris Phinney
Department: Special Events & Economic Development
Date: October 27, 2022
Type of Item: Administrative

Recommendation:

Review and consider approving a three-year Professional Services Agreement for Special Event and Peak Day Transportation and Personnel services management, with Kane LLC, not to exceed \$358,032 annually, in a form approved by the City Attorney.

Executive Summary

Kane LLC provides a myriad of front-line support services to help multiple City Departments mitigate the impacts of special events and manage peak days. Services include parking management, for-hire and taxi management, residential neighborhood mitigation, bollard installation, pedestrian safety, and traffic and transit support. This Agreement will increase customer service and streamline external staffing needs for multiple departments by using one knowledgeable and experienced Service Provider.

Background

Since 2005, multiple departments have sought outside service providers to meet service levels due to the growing demand and need for mitigation. Municipal departments do not have the year-round personnel resources to support considerable fluctuations in operational demands, so additional service providers are required to keep pace.

In 2019, we streamlined multiple individual contracts into one Request for Proposal (RFP) for enhanced transportation and security services during special events and peak days. The [Original Agreement](#), approved by Council on [October 22, 2019](#) (report p. 3, [minutes](#) p. 10), allowed annual extensions for two years (2020 and 2021).

- Council approved the First Addendum on July 30, 2020 ([report](#) p. 3, [minutes](#) p. 11).
- City Council approved the Second Addendum on October 28, 2021 ([report](#) p. 3, [minutes](#) p. 11).
 - Costs were increased from \$255,501 to \$331,000 and expire on November 1, 2022.

The table below shows the number of service hours contracted and performed during the original Agreement term. The excess amounts in 2021 and 2022 were allocated to the Sundance Film Festival that did not take place on a large scale.

	2020	2021	2022
Special Event Hours	7,271	180	1,015
Peak Day Traffic Hours	579	2,746	2,754
Total Contracted Hours	7,850	7,850	10,025
Total Hours Used	7,850	2,926	3,769
Total Contracted Amount	\$ 256,325	\$ 255,501	\$ 331,000
Total Amount Spent	\$ 248,255	\$ 102,900	\$ 121,799
Remaining Balance	\$ 8,070	\$ 152,592	\$ 209,201

Analysis

On September 23, 2022, the City released a Non-Bid [RFP](#), an RFP that isn't solely based on the lowest bid amount, but rather on the qualification of the Bidder. One proposal was received. In the new RFP, the City requested a three-year contract and added active traffic direction to the scope of work. The RFP was published in the Park Record on September 28 and October 1, 2022, posted on the Park City Municipal website, and direct contact was made with five locally preferred security companies.

On October 12, 2022, Special Events, Parking, Emergency Management, Police, and Streets reviewed proposals against the following criteria:

- Clarity of proposal;
- Experience with similar projects;
- Professional References;
- Availability and Communication; and
- Other factors and additional services/costs proposed.

Based on the criteria, we determined Kane LLC the most qualified to meet service needs based on the following criteria:

- Qualifications, professionalism, and willingness to adapt to the needs of Park City and coordinate with Public Safety and Transportation teams. More specifically, the Service Provider's experience includes more than six years of service to Park City through various events and peak times;
- Willingness to provide added training and equipment to provide added services during peak day transportation operations; and
- Ability to meet the City's rigorous indemnity and insurance requirements.

The chart below outlines the anticipated hours and estimated costs over the next three years. Reflected in the Total Cost Estimates below, Kane LLC included a Good Client Discount rate reduction for the Sundance Film Festival services of 3% for 2024 and 2025 and 5% for 2026.

	2023	2024	2025
Special Event Hours	7,271	7,271	7,271
Peak Day Traffic Hours	2,754	2,754	2,754
Total Contracted Hours	10,025	10,025	10,025
Total Estimated Costs	\$ 358,032.00	\$ 350,875.00	\$ 349,682.00

Funding

The costs are approved within the current Special Events Operating Budget. Expenditures are only allocated for actual Kane services rendered. In other words, we are only billed for the services we require and pre-approve.

Exhibits

Exhibit A: Kane LLC Proposal

Exhibit B: Scope of Work

Kane LLC
Protecting your interests for more than 2 decades.

**Park City Municipal Corporation REQUEST FOR PROPOSALS
(NON-BID)
FOR
Special Event & Peak Time Period Transportation Operations and
Personnel**

PROJECT DESCRIPTION: Provide event operations support and personnel for special events and peak time periods including bollard installation, pedestrian management, parking enforcement and services, taxi management and residential management, traffic direction and control measures.

PROJECT DEADLINE: June 30, 2026

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Chris Phinney – Special Events Coordinator
Chris.phinney@parkcity.org. All questions shall be submitted in writing by 12:00 p.m. on October 4, 2022.

Company: Kane LLC

Address: 391 East 1700 South #160531
Clearfield, Utah 84016

Primary Contact: Shawn Kane – Owner, Investigator, Security Consultant

Email: shawn@kane.consulting

Contact #: 801-391-5981

Website: www.kane.services/



Kane LLC Overview

- Kane has been a premier purveyor of all aspects of Security Consulting and Investigative, and EMS services across the world for over 24 years. The Management Team is comprised of security specialists with extensive education, experience, and training. The Management Team has handled security for conferences, concerts and special events in 93 different countries.
- Our entire Management team ensures that our response to our clients' needs, whether they are emergency, urgent or routine, is immediate and thorough. We believe this is the major differing factor between Kane and other firms within the industry. Our high level, proactive approach and attention to the details are at all times present in our dealings with both our clients and personnel.
- The Kane Team has coordinated and managed security operations, pedestrian and traffic management for events ranging from 10-150,000+ attendees across the world. The team has worked extensively with local, state and federal agencies to coordinate the safety and security operations, crowd movement, traffic movement and pedestrian management. Kane has worked with several major brands which ensures our Management Team understands the dynamics of each events attendee experience.
- Exceeding our client's expectations is an essential element in our everyday work. A long-term commitment to our clientele with the understanding that we want to create a long-lasting business relationships is paramount to our organization.
<https://kane.services/>

- ❖ Security Consulting
- ❖ Private Investigations
- ❖ Mag and Bag Operations
- ❖ Pedestrian Management
- ❖ Traffic Management
- ❖ Risk Assessments
- ❖ Security Camera Monitoring
- ❖ Special Event personnel
- ❖ Ticket takers & Ushers
- ❖ EMS for Events

- ❖ Incident Response Planning
- ❖ Safety and Security Programs
- ❖ NIMS and ICS Trainings
- ❖ Security Personnel
- ❖ Security Guard Management
- ❖ VIP/Executive Protection
- ❖ K9 Deployment
- ❖ Mass Casualty Trainings
- ❖ Specialized Training Courses
- ❖ Bollard Installation

Just a few valued Utah Events & Clients

- Utah Arts Festival 2004-2022
- SLC Twilight Concert Series 2006-2022
- Red Butte Concert Series 2007-2022
- Park City Municipal 2018-2022
- Living Traditions Festival 2006-2022
- Sundance Film Festival 1998-2022
- Utah Greek Festival 2019-2022
- City Weekly Beer Festival 2015-2022
- Park City Balloon Festival 2016-2022
- Utah Pride Festival 1998-2022
- BlueGrass Festival 2014-2022
- Harvest Moon 2009-2022
- Park City Song Summit 2022
- Ogden Arts Festival 2004-2022
- Ogden Twilight Concert 2015-2022
- Rockin Ribs 2011-2022
- Ogden Ofoam 2013-2022
- Snowbasin Events 2018 - 2020, 2022
- Tooele County Fair 2019-2022
- Ogden Marathon 2009-2022
- SLC Farmers Market 2001-2022
- Electric POW WOW 2018-2022
- Downtown SLC Open Streets 2020-2022
- Craft Lake City 2014-2022
- UVU/ UCCU Events Center 2009-2022
- Union Station 2009 - 2022
- Kilby Court 2016-2022
- Kamas City Demolition Derby 2020-2022
- Deer Valley 2015-2022
- Union Station 2009 - 2022
- StateRoom 2009-2022
- Commonwealth 2018-2022
- Country FanFest 2014-2021
- World Cup Concert (PC) 2009-2019
- Utah Jazz Festival 2010-2019
- Urban Arts Festival 2015-2018
- Ogden Equinox 2013-2018
- Utah Tattoo Convention 2009-2020
- Utah Brazilian Festival 2012-2018
- 1st Night SLC 1998-2005, 2010
- North Fork Roots/Blue Festival 2015-2018
- Taste Master 2014-2018
- Jordan Park Fireworks 2014-2017
- Extera Event 2006-2008
- American Idol Salt Lake 2013
- Summit Outside 2013
- Dew Tour 2010-2012
- Utah Republican Convention 2008
- Snowbird Mountain Music Festival 2009
- Utah Flash Basketball 2007-2009
- Red Bull Flugtag 2003-2006
- Cinco De Mayo Festival 2002-2007, 2011
- Showdown MMA Fights 2009-2015
- Echo Tours 2010-2011

Current RFPs:

- ➔ Ogden City Amphitheater
- ➔ Park City Municipal
- ➔ Red Butte Gardens
- ➔ Gallivan Events Center SLC



Just a few of our valued Global Clients

- Zumiez Skate Company 2001-2022
★ 31 States Across the country
- NETSCOUT 2016-2022
★ Boston, Italy, Greece, Monaco, Prague
- Magnet Forensics 2022
★ Nashville
- HLTH 2019-2021
★ Las Vegas, Boston
- Shoptalk 2019
★ Las Vegas
- Samsung Developers 2013-19
★ San Francisco
- Servicenow Knowledge 2016-19
★ Las Vegas • Florida
- Workday Rising 2016-2018
★ Chicago • Las Vegas • Australia
- Vivint Gives Back 2012-18
★ Peru • Mexico • Romania
- Atlassian Summit 19
★ Las Vegas
- VMWare 2016-18
★ Las Vegas • Orlando
- Qualtrics 2014-2018- 2019
★ Utah
- Salesforce Dreamforce Conference 2012-18
★ San Francisco
- Salesforce World Tour 2012-19
★ Tokyo, London, Copenhagen
Amsterdam, Sao Paolo, Barcelona
Australia, Paris, Hamburg Mumbai
Berlin, Brussels
30 States across the United States
- Salesforce. Essentials 2014-18
★ 40 States across the US
- Airbnb Conferences 2015-16
★ Paris • Los Angeles
- Blackberry – RIM Conferences 2005-14
★ Tokyo, Singapore, Canada, London
Amsterdam London • Israel
★ Paris Thailand, South Africa, Dubai
Berlin & 30 States across the US
- Olympics Games 2002
★ Utah

The Kane Team

- ❖ The Kane Team that would working on this project would be comprised of diverse, friendly, experienced and certified personnel that has several of all of the qualifications below.

Kane Event Ops Team Training Standards			
<i>Training Certifications</i>	<i>Kane Event Ops Staff</i>	<i>Kane Special Event Team</i>	<i>Kane Event OPS Manager</i>
24 Unarmed Security License	X	X	X
24 Armed Security License			X
De-Escalation Training	X	X	X
Taser Certifications			X
Tactical Mindset	X	X	X
Verbal Judo	X	X	X
Advanced Verbal Judo		X	X
Non Verbal De-Escalation	X	X	X
Tactical Communications	X	X	X
Pedestrian Management	X	X	X
Traffic Management	X	X	X
Close Quarter Combat			X
Tactical Handgun			X
Tactical Taser		X	X
Basic Hostage Negotiation			X
Asp/Baton		X	X
Pepper Spray		X	X
Handcuff	X	X	X
Incident Response	X	X	X
Crowd Management	X	X	X
NIMS ICS	X	X	X
RIOT training			X
Special Event Security	X	X	X
Protective Driving			X
Complete PSD Operations			X
CPR	X	X	X
First Aid	X	X	X
AED	X	X	X
Emergency Responder			X
Tactical EMS			X

Kane is extremely proactive with regards to training its personnel, contractors and Managers. The owner believes the more training his team has the more effective they are when it comes to protecting its clients. Kane offers several certification levels in the above mentioned training programs for all its personnel, contractors and employees. Kane has and will continue to pay for any of its Event OPS Managements training and/or educational courses that are approved by the Owner. Kane is constantly training its team members and encourages them to get more training.



RFP Specific Questions & Answers

- ★ *Proposal: Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid.*
- The Kane Team and the owner has coordinated and managed security operations, pedestrian and traffic management for events ranging from 10-150,000+ attendees across the world. The team has worked extensively with city officials, event planning companies, local, state and federal agencies to coordinate the safety and security operations, crowd movement, traffic movement and pedestrian management. Kane has worked with several major brands which ensures our Management Team understands the dynamics of each events attendee experience.
 - The Kane Team and the owner will dedicate 100% of the company's resources as needed or required to ensure Park City Municipal, Park City residences, business owners, employee and visitors are constantly interacting with a courteous and professional, knowledgeable and informed, visible and proactive personnel during every event Kane works for Park City Municipal.
 - The Kane team has worked with the Park City Events Department team, Park City PD, and Park City FD, during every event listed on pg.14-15 of the RFP and understands all of tasks outlined in the Scope of Work (Exhibit A) section. All of the team realizes the needs to be flexible while performing any of the tasks identified in the Scope of Work section.
 - This proposal is valid from October 1st 2022 - June 30th 2026
 - Kane meets all the necessary requirements outlined on page 5, 6, and 7. Kane also, agrees and will adhere to the information outlined on page 5, 6 and 7.

RFP Specific Questions & Answers (continued)

- ★ *Applicants must include all cost for personnel hourly rates, explanations of costs of any management or administrative fees.*

- Kane personnel costs, RFP Equipment Costs and Bollard Control costs are listed below.

Park City Special Events and Peak Time: *Savor the Summit, Fourth of July Celebration, Park City Arts Festival, Miners Day Celebration, Halloween on Main.*

- Kane Event Ops Manager: \$35.50 (Hourly)
 - ◆ 1 scheduled for every event
 - ◆ 1 to 7 ratio for every event as needed
- Kane Event Ops personnel: \$33.50 (Hourly)
 - ◆ Scheduled as needed by Park City
- Bollard Control: \$35.00 (Hourly)
 - ◆ Scheduled as needed by Park City
- Kane Admin Personnel: \$30.50 (Hourly)
 - ◆ 1 scheduled when events have more than 10 Kane personnel scheduled.

Park City Events: *Sundance Film Festival personnel costs.*

- Kane Event Ops Manager: \$40.50 (Hourly)
 - ◆ 1 to 6 ratio
- Kane Event Ops personnel: \$35.50 (Hourly)
- Bollard Control: \$36.00 (Hourly)
- Kane Admin Personnel: \$34.50 (Hourly)
 - ◆ 5 scheduled daily

Park City Events: *Sundance Film Festival Operational Expense Costs*

- Pre-Planning Costs (November 1st - January 15th) \$26,000.00
- Training Costs: \$18,000.00
- Kane Event Command Location: \$15,000.00
- Kane Sundance Event Equipment costs are listed below.
 - ◆ 2023: \$16,500.00
 - ◆ 2024: \$14,000.00
 - ◆ 2025: \$12,000.00
 - ◆ 2026: \$12,000.00

RFP Specific Questions & Answers (continued)

★ *Applicants must include all overtime rates and miscellaneous costs in bid.*

➤ Kane Overtime rates are listed below.

- ➔ The Kane team will work with the Park City Events Department team during every event to help ensure costs including overtime are kept to a minimum without sacrificing safety.
- ➔ Overtime rates are billed if Park City requests any additional personnel within 15 days of an event and the first scheduled shift for that specific event identified on page 9 of this proposal.
- ➔ Overtime rates are billed if Park City requests any additional personnel for a last minute projects or events within 20 days of an event.
- ➔ Holiday rates are billed at time ½ for the following events.

❖ New Year's Day - 1 January	❖ Labor day
❖ Birthday of Martin Luther King, Jr.	❖ Columbus Day
❖ Washington's Birthday	❖ Veterans Day
❖ Memorial Day	❖ Thanksgiving Day
❖ Juneteenth	❖ Christmas Day
❖ Independence Day	

➤ Special Event cancellations expenses

- ➔ If any event is canceled within (20) twenty days prior to the first scheduled shift, because of COVID-19 City and/or State mandates, adverse weather, or any circumstances outside the control of Kane, all hours worked up to the date of cancelation including; operational planning, personnel scheduling and meetings will be billed. As well as a service management fee of 5% of the initial bid.

➤ Good Client Discount

- ➔ Kane is willing to give Park City an overall rate reduction on the entire project each year during the contracted dates for the Sundance Film Festival Project based upon the percentages below. This is not a YoY.

❖ 2024:	3%
❖ 2025:	3%
❖ 2026:	5%



Sundance January 2023	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Ped Management, Residence Management, Taxi Management	4050	45	12/10	5/3	\$ 143,755.00
Parking Enforcement Posted Staff	896	14	8	8	\$ 31,808.00
Kane Ops Managers					
Rover/Breakers					
Pre-planning (Nov 1st 2022- January 15th 2023)					\$ 26,000.00
Equipment					\$ 16,500.00
Sundance Event Command Location				5/3	\$ 15,000.00
On-Site Admin					\$ 5,500.00
	4946				\$ 238,563.00
Savor the Summit (June 24th 2023)	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Taxi Management	24	4	6	1	\$ 804.00
Bollard Staff	12	2	6	1	\$ 420.00
Supervisor/Rover Breakers	12	2	6	1	\$ 426.00
Equipment					\$ 300.00
	48				\$ 1,950.00
Fourth of July (July 4th 2023)	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Residence Management, Taxi Management, Parking Staff,	70	14	5	1	\$ 2,345.00
Bollard Staff	10	2	5	1	\$ 700.00
Supervisor/Rover Breakers	25	5	5	1	\$ 887.50
Equipment					\$ 300.00
	105				\$ 4,232.50
Arts Festival (August 4th - 6th 2023)	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Residence Management, Taxi Management, Parking Staff,	36	2	6	3	\$ 1,206.00
Bollard Staff	36	2	6	3	\$ 1,260.00
Supervisors/Breakers	18	1	6	3	\$ 639.00
Equipment					\$ 300.00
	90				\$ 3,405.00
Miners Day (September 4th 2023)	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Parking Staff	20	4	5	1	\$ 670.00
Bollard Staff	10	2	5	1	\$ 350.00
Supervisors/Breakers	10	2	5	1	\$ 355.00
Equipment					\$ 300.00
	40				\$ 1,675.00
Halloween (October 31st 2023)	TLT Hrs	# of Staff	Shift Hrs	# of Days	Costs
Parking Staff	36	6	6	1	\$ 1,206.00
Bollard Staff	12	2	6	1	\$ 420.00
Supervisors/Breakers	12	2	6	1	\$ 426.00
Equipment					\$ 300.00
	60				\$ 2,352.00
Peak Hours 2023	Total				Costs
November 21st - November 26th	6 days				\$ 9,132.00
December 15th - January 2nd	19 days				\$ 28,918.00
January 13th - January 16th	4 days				\$ 6,080.00
February 17th - February 26th	10 days				\$ 15,225.00
February 24th - April 2nd	21 days				\$ 31,250.00
Pre-planning (Entire Peak Project)					\$ 15,250.00
	2880hrs				\$ 105,855.00
Total Event Hours for 2023	5,289				\$ 252,177.50
Total Peak Day Hours for 2023	2880				\$ 105,855.00
Total Contract Amount	8,169				\$ 358,032.50

RFP Questions & Answers (continued)

★ *Applicant must provide a description of how they will provide breaks and oversight management to their employees.*

→ The Kane Team will need to schedule addition personnel during any event identified on the RFP to ensure all the team is given their required lunch, dinner and bathroom breaks. Each event listed on this RFP is unique on the needs requested by Park City. Each event can be discussed prior to the start date and personnel levels including Rover Breakers should be discussed and agreed upon. Kane Event Ops Managers can be utilized to break the personnel out as necessary.

- ◆ Kane would normally require a 1 to 5 ratio during any event.
 - 1 Rover Breaker
 - 5 Kane Event Ops Personnel

★ *Applicants must provide safety vests approved by the Park City Special Events*

- *Khaki Pants or Khaki shorts*
- *Kane Event Ops Team Polo's*
- *Kane Event Ops Jackets*
- *Black Hat*
- *Black Shoes*
- *Black High Visible Vests*
- *Black Belt*
- *Safety Light Wands*



★ *Applicants must include their ability to provide extra personnel if needed.*

→ Kane's event operations are extensive in Utah and the team is constantly hiring and training personnel and has the ability to provide additional personnel and as needed or requested.



SCOPE OF SERVICES

Special Event & Peak Time Period Transportation Operations and Personnel

Scope of Service includes providing the following tasks:

- I. Bollard Installation Staffing – Under the supervision of the Special Events Police Lieutenant or their designee, the Service Provider is responsible for coordinating bollard operations including, but not limited to:
 - Provide a vehicle to transport bollards on a city-owned storage trailer from the storage area to the location of bollard locations.
 - Installation and removal of bollards, per event schedule and operations plan. An example plan and procedure is reflected in Attachment 1 incorporated herein.
 - Removal of bollards during an event for emergency or other event operational needs.
 - Removal of bollards after the event including properly placing them back on the trailer and taking them to the storage facility.
 - Having materials and tools to complete the installation or removal of bollards at all times.
 - At least one (1) bollard installation personnel shall remain onsite for entirety of the event in the event of the need for emergency removal per Public Safety.
- II. Pedestrian Staffing – Under the supervision of the Special Events Police Lieutenant or their designee and in coordination with the Special Events & Transportation Departments, the Service Provider is responsible for coordinating pedestrian management during events, including, but not limited to:
 - Pedestrian crossing guards at road crossings determined by each event operations plan.
 - Clear and respectful communication with pedestrians and/or passersby.
 - Use of pedestrian crossing equipment which shall include traffic vests and wands or any other equipment required by the Police Department.
 - Understanding of the position's role to help direct pedestrians safely across roadways, not control traffic or parking.
 - In winter months, with salt provided by the City, keep icy sidewalks salted at areas near manned positions.
 - If partnered with Public Safety, employees in the pedestrian management positions should follow police officer's lead.
 - At no time during pedestrian management should this position be controlling traffic. This position should be controlling pedestrians and helping them cross safely.
- III. Residential Staffing – Under the supervision of the Special Events Police Lieutenant or their designee and in coordination with the Special Events &

Transportation Departments, the Service Provider is responsible for the following:

- Management of residential neighborhood transportation and traffic flow including restricting vehicles that do not display correct passes to get through intersection and being able to direct them to other streets, while ensuring traffic continues to flow. Staff in this position need to have an understanding of roadways and restrictions to direct traffic that is not allowed to other areas of town.
- If these positions are supported by the Park City Police Department, the employees should follow the lead of the police officer.
- Understanding of traffic directions, overall transportation and parking plans for the event or peak time period.

IV. Parking Enforcement Staffing - Under the supervision of the Parking Manager and in coordination with the Special Events and Economic Development Departments, the Service Provider is responsible for parking enforcement and services tasks, including, but not limited to:

- Collection of parking fees.
- Coordinate parking area entrance checkpoints.
- Coordinate parking pass area checkpoints and enforcement.
- Manage the entrance and exit of parking areas.
- Monitor and enforce loading/unloading activities on designated roadways.

V. Taxi /Shuttle Staffing - Under the supervision of the Parking Services Manager or their designee and in coordination with the Police and Special Events Department, the Service Provider is responsible for coordinating taxi management at special events, including, but not limited to:

- Managing taxi/shuttle drop and load zones per event operations plan.
- Managing and establishing permitted taxi/shuttle entrance checkpoints.
- Ensuring that those that are not allowed to park in the designated taxi/shuttle areas know how to get to where they can park.

VI. Peak Day Staffing - Under the supervision of the Special Events Police Lieutenant or their designee, and in coordination with the Special Events & Transportation Departments, the Service Provider is responsible for staffing Peak Day positions including, but not limited to:

- Drop and loading areas
- Pedestrian Management
- Traffic Management
- Parking Management
- Required to have certified traffic control technician certificate

Sundance Film Festival	Total Hours
Ped Management, Residence Management, Taxi Management	4,050
Parking Enforcement Posted Staff	896
Parking Enforcement, Rover Breakers, Supervisors	
Pre-planning	0
Equipment	0
On-Site Admin	0
	4,946

Savor the Summit	Total Hours
Taxi Management	24
Bollard Staff	12
Supervisor/Rover Breaker	12
Pre-planning	0
Equipment	0
On-Site Admin	0
	48

Fourth of July (Holiday Rates)	Total Hours
Residence Management, Taxi Management, Parking Staff, Rover Breakers	70
Bollard Staff	10
Supervisors	25
Pre-planning	0
Equipment	0
Kane Manager	0
On-Site Admin	0
	105

Park City Kimball Art Festival	Total Hours
Residence Management, Taxi Management, Parking Staff, Rover Breakers	36

Bollard Staff	36
Supervisors	18
Pre-planning	0
Equipment	0
Kane Manager	0
On-Site Admin	0
	382

Miners Day (Holiday Rate)	Total Hours
Parking Staff	20
Bollard Staff	10
Rover Breaker, Supervisor	10
Pre-planning	0
Equipment	0
On-Site Admin	0
	40

Halloween (Holiday Rates)	Total Hours
Parking Staff	48
Bollard Staff	12
Pre-planning	0
Equipment	0
On-Site Admin	0
	60

Peak Day Traffic Management	Total Hours
Traffic Direction	720
Residential Management	720
Pedestrian Management	720
Parking Management	720
Pre-planning	0
Equipment	0

On-Site Admin	0
	2,880

Total Event Hours for 2023	5,289
Total Peak Day Hours for 2023	2,880
Total Contract Hours	8,169

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Legal

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve a Settlement Agreement in a Form Approved by the City Attorney's Office with Kenneth and Sandra Flores in the Amount of \$100,000 Regarding Claims Arising Out of Construction at 955 Saddle View Way, Park City

Suggested Action:

Attachments:

[Flores v. PCMC Proposed Settlement Staff Report](#)

City Council Staff Report

Subject: Flores v. PCMC – Proposed Settlement
Author: Mark Harrington, Senior City Attorney; Matthew Church, Outside Counsel
Dept: City Attorney's Office
Date: October 27, 2022
Item: Litigation

Summary Recommendation

Approve the proposed \$100,000 settlement to release all claims.

Executive Summary

This case arises from the construction of a single-family home at 955 Saddlevue Way, which received numerous complaints for potential height and sensitive lands ridgeline violations. After the City building official notified the Plaintiffs that the construction violated plat height and SLO regulations, the Plaintiffs re-designed their home, demolished the upper floor section, and were issued a revised building permit.

Plaintiffs assert that Park City was negligent in issuing a building permit and that its actions constituted a breach of contract, estoppel, and property takings. Park City rejects those assertions. In advance of trial, the parties reached the proposed settlement, subject to City Council approval.

Background

The property owner was issued a building permit for a single-family home in 2019. During construction in May, 2020, neighbors complained the home did not meet height regulations. The owner modified his building plans, and the City issued a revised building permit in August 2020. After filing an amended Notice of Claim, the Flores family filed suit October 21, 2021, against the city and his architect, the Elliot Group, in Third District Court, Summit County Civil No. 210500350, claiming Breach of Contract, Estoppel, Takings and Negligence. Plaintiffs claims city staff admitted a mistake in issuing the permit and the Complaint sought costs for the damages, change order, architect and legal fees totaling more than \$300,000. The architect filed a counterclaim and crossclaim November 3, 2021.

Plaintiffs claim that the planner and building official breached their duty of care by failing to properly issue a building permit. They also claim city officials promised to pay the costs of re-design and make them whole. The city vigorously denies these claims and does not admit wrongdoing in the settlement.

The parties completed substantial discovery and before scheduling a trial, sought to equitably address the situation by fairly apportioning the costs between the parties.

The proposed settlement for \$100,000 was reached, subject to City Council approval. We recommend that the City Council approve the settlement to resolve this matter with finality and avoid the risks and burdens to the parties and witnesses that come with a trial.

Funding

Settlement funds would be drawn from Park City's Risk Management Fund.

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Park City Kimball Art Festival Debrief and Agreement Next Steps
(A) Public Input

Suggested Action:

Attachments:

[KAC Debrief and Future Agreement 2022 Staff Report](#)

[Exhibit A: KAF Feedback and Survey Results](#)

[Exhibit B: Kimball Art Center Request](#)

City Council Staff Report

Subject: Kimball Art Festival Debrief & Contract Next Steps
Author: Jenny Diersen
Department: Special Events & Economic Development
Date: October 27, 2022
Type of Item: Administrative

Recommendation

Conduct a 2022 Kimball Art Festival (KAF) debrief, review public survey feedback, obtain public input, and provide direction regarding a City Services Agreement (Agreement) to continue hosting the Kimball Art Festival in Park City.

Executive Summary

The KAF began in 1969 when a group of local Park City artists came together to launch an open-air market on Main Street. Over time, changes were made to reduce Festival scope and costs, protect residential areas from Festival impacts, and align shifting priorities of the Historic Park City Alliance and the community. Today, with nearly 200 artists, the event is held for three days and serves as Kimball Art Center's (KAC) primary fundraiser, accounting for more than 40% of its annual operating budget. Event proceeds help provide free year-round exhibitions and low-cost art programs. A complete Festival history [is linked here](#).

The most recent [KAF Agreement](#) was approved on November 3, 2016, and expired on August 15, 2021. However, on July 15, 2021 ([report](#) p. 259, [minutes](#) p. 13), Council approved a one-year extension to consider a new contract during the pandemic recovery. Annually, the KAC presents a Supplemental Plan to outline Festival changes and debrief economic impact and community benefits.

In anticipation of the Agreement expiring on May 26, 2022 ([report](#) p. 5 / [minutes](#) p. 1), Council held a Work Session to discuss KAC's proposal. Council discussed the importance of local artists, increased evening vibrancy, and concerns about fee waivers. Council asked the KAC to continue providing economic impact reports and expressed interest in continuing contract discussions after conducting additional community outreach and surveys.

The City uses formal Agreements to manage significant events that provide economic, community, and cultural value. Agreements provide a clear scope of services for each party, including:

- City Services and costs;
- Financial assistance or monetary exchange;
- Lease terms including City Property or Facilities;
- Locked-in Event dates over the term of the Agreement;
- Required performance measures; and
- Economic impact studies.

Analysis

Special Events determined that the KAF complied with their Agreement and [section 4A of the municipal code](#). 2022 event highlights include:

- Attendance: 29,059 attendees in 2022, the highest on Friday night, with 10,037, including 6,385 free local tickets. Attendees came from all 50 states, plus the District of Columbia, Canada, Australia, and France. Utah, Texas, California, Florida, and Arizona had the top attendance.
- Sustainability Measures: KAC partnered with Momentum Recycling this year. More than 965 pounds of glass, food and mixed recycling were diverted from our landfills.
- Transportation Initiatives, Transit and Parking:
 - PCKAF continues to encourage alternative modes of transportation and reduce impacts on residential areas.
 - The Bike Valet accommodated more than 400 bikes over the weekend. Space and staffing continue to be a challenge, but KAC hopes to improve bike valet efforts in the future.
 - Transit had 28,799 riders systemwide throughout the event.
 - On June 16 ([report](#) p. 128 / [minutes](#) p. 7), a majority of the City Council provided direction to [increase parking rates for events](#). During the KAF, even with paid parking increases, parking remained full (above 85% capacity) between 11:00 a.m. and 4:30 p.m. Parking in Old Town filled by 11 a.m. on Friday, more than 3 hours before we charged for parking. Parking remained full until 8:30 p.m.
- Noise & Compliance: The event met noise requirements, which allowed 90 decibels during the Festival. Police did not receive noise complaints and proactively performed noise readings twice daily.
- Artist Summary: A total of 184 artists were selected from 975 applications. Artists represented 28 states, Canada and Israel:
 - 35 artists were from Utah (19%)
 - 14 artists were from the Wasatch Back (7.6%)
 - 53 artists were first-time artists (30%)
 - 13 artists classified as emerging artists (7%)

Finally, extensive public outreach and community engagement were undertaken at the request of Council to help inform a future Agreement. This included local media, postcard mailing, social media and several Park Record, KPCW and Town Lift stories and an Open House. We also received surveys from the Park City Seniors and reached out to groups to inform them of the opportunity to provide input.

In addition to public comments from Engage Park City, emails, and a survey from the Historic Park City Alliance (HPCA), we received 564 survey responses, 308 (55%) from 84060 full-time residents. Of those surveyed, 28% attended the event before the pandemic but did not return. Most respondents said they attended the Festival on Friday night or during the day on Saturday and Sunday, compared to Saturday and Sunday evenings.

We also found that more than 75% of respondents agreed that the event should be held primarily over a weekend and that they liked the number of days and hours. More than

33% of respondents indicated changes were not needed, while 67% said improvements needed to be made. Those seeking changes selected these areas for improvement: artwork price points, transportation and parking options, more local artists, and better public food and drink options.

Finally, survey respondents scored the importance of free Friday nights at 78%, and the importance of the KAF continuing to host their event in Park City at 79%.

KAC submitted a proposal for a new agreement and requested the following considerations (Exhibit B):

- Venue: Park City's Historic Main Street
- Contract Length: One-year contract
- Dates: (first weekend in August) August 4 - 6, 2023
- Fees: Up to \$180,000 in waived City Service Fees, with PCMC named as the Presenting Sponsor of the KAF.

Based upon community engagement, we recommend Council consider alternatives and provide direction in response to KAF's request for a new Agreement. The timeline is imperative, as the KAF must release 2023 festival information to artists consistent with previous years (by November). Special Events recommends Option 1, as this option provides time to better understand economic information and continue the Festival without disruption. The Special Events and Budget departments need additional time to analyze the economic impact of the event.

Three options are listed below for Council's consideration.

ALTERNATIVES				
Option	Description	Fees	Number of Days	Dates
1	Status Quo - Consider a second addendum to the current contract and extend the Agreement for one year to provide time to understand economic and financial analysis.	Up to \$180K waived, KAC pays \$10K	3	1 year (August 4 - 6)
2	Decline to enter into future Agreement	\$0	0	0
3	Consider KAC's Event Proposal	Up to \$180K, and City named as Presenting Sponsor	3	1 year

Funding

The current Agreement allows KAF to waive up to \$180,000 in City Service Fees, and KAC pays \$10,000 toward the total.

The 2022 KAF fees were \$81,270, which are budgeted within the General Fund. Compared to 2021 fees, there was more than a \$70,000 reduction in City costs. Costs were lower because there was a reduction in Transit employees directing patrons to bus stops and the Police had significant staffing shortages.

Exhibits

Exhibit A: PCKAF Survey Results & Community Feedback
Exhibit B: PCKAF Event Proposal

Email & Engage PC Comments

Exhibit A: Public Comment and Kimball Art Festival Survey Results

Open House

Date: September 13, 2022, 5 to 6 p.m. Council Chambers

Purpose: Inform community about feedback options, process and history of the events.

A hands-on activity was conducted with participants.

Attendance: 25 people

Kimball Art Festival Feedback

Challenges:

Parking & Foot Traffic

Music

Find ways for people with reduced means to feel like they can participate and contribute

Ideas:

LOVE IT!

Don't get rid of this event. We love it!

Old Town Residents should receive a free pass. We don't mind donating the \$ but it would be a nice gesture to give us a free pass for the headache.

Use other booking agents – don't use Mountain Town Music.

Solutions:

Mark visitors park outside of town – bus them all in.

Hire other music agents

Engage PC

We are not in favor of moving forward with the Kimball Arts Festival. We have worked long and hard to maintain our gallery on Main Street for many years. – Montgomery Lee Gallery submitted through Engage PC 9.8.22

The Kimball Art Festival should continue but be moved from Main Street to the location of the proposed arts district. My view is that it is and was a huge failure for our community when the Kimball and the City could not find a way to reach an agreement on a new iconic addition to the original auto dealership building that was the venerated home to the Kimball Art Center. Around the planet, art venues of all types (performing and 2-D and 3-D) have become iconic structures that people come from all over the planet to see and utilize. That could have been the Kimball in its original location but for lack of vision and adherence to rules that should apply to every other structure on historic Main Street. What did we get because of this lack of vision? More mundane condos that run to the millions. An L.L Bean outlet. And a store for those who love all things Norwegian. A rather unremarkable set of outcomes for what otherwise is a remarkable and historic Main Street. As a former Chair of the Kimball I am frankly appalled by the City's lack of vision and rigidity in this particular instance. Now the die is cast and the challenges remain for the Kimball to continue to be relevant as a repository for art, art appreciation and arts education. It is shameful! Since I believe that the six acres should be used to build a community park because of its unparalleled central location with breathtaking 180 degree views of the

Exhibit A: Public Comment and Kimball Art Festival Survey Results

Wasatch, I do not know where the new arts district might be built. Perhaps using half of the parking lot located in Richardson Flats would be a good site, provide views and have ample parking. Along with the failure to construct heated walks up and down both sides of Main Street, and the struggle to find space for more bike and hike paths in town, our planning is appearing to more challenged than ever. Park City can and should do better. It is evident that the City has a vision for private development and construction but little evident thoughtfulness for public amenities-parks, bike paths, etc. - Brian T. Schiller submitted through Engage PC 9.22.22

Emails

From: Heather Scholz <heather.scholz@vacasa.com>
Sent: Tuesday, October 4, 2022 3:55 PM
To: Jenny Diersen <jenny.diersen@parkcity.org>
Cc: Ginger Wicks <Ginger@historicparkcityutah.com>; Heather Scholz <heather.scholz@vacasa.com>
Subject: [External] Survey Silly Market & Kimball Arts Festival

Dear Jenny & Ginger,

If this is too late , I understand.
I wanted to express our support for continuation of the Silly Market and Kimball Arts Festival.

Great Appreciation,

Heather Scholz | Vacasa Real Estate
Principal Broker

544 Main St.
PO Box 1698
Park City, UT 84060

From: Jenny Terry <jennyterryfineart2009@gmail.com>
Date: October 2, 2022 at 5:23:22 PM MDT
To: Council_Mail <Council_Mail@parkcity.org>
Subject: [External] Hi from Jenny Terry

Hi all,

Today is the last day to comment about the Kimball Art Center. I've already filled out the survey but, honestly, the things I wanted to address were not offered in the survey.

I would like to talk about local artists participating during the Kimball Arts Festival.

CHANGES OVER TIME

Exhibit A: Public Comment and Kimball Art Festival Survey Results

I feel that the Kimball Art Center is always changing. I've been here long enough to see it. About 15 years ago, the KAC offered a small amount of local artists to participate in the Kimball Arts Festival. I believe that program is changing and allowing fewer artists to participate. But no one is really talking about it.

IMPACT OF THOSE CHANGES

Even though my artwork has improved over the years I've had less and less opportunity to participate in the show. It was a wonderful program to allow the locals to participate in the weekend's event. It has impacted me negatively financially. I'm sad to see that. I could understand their reasons for limiting local artists to participate. But I can also imagine a solution to the problem too.

A PROPOSAL

OPEN TO ALL LOCAL ARTISTS

1. Instead of making the local artist participation smaller in the KAF, I propose that any local artist can participate; but wouldn't be part of the KAF. And they would not necessarily be on Main St. or wherever the KAF hosts their show.

THE LOCAL ARTIST SHOW COULD BE CLOSE TO THE KAF

2. Imagine the local artists having an alleyway perpendicular to Main St. where the local Artists can set up their booths. Perhaps, allowing space at the bottom or top of Main St.? Maybe Swede Alley? NO, I'm not proposing Kimball Junction or anything far away from Main St. It would have to be close enough to capture the KAF visitor traffic.

ARTS COUNCIL COULD MANAGE THE LOCAL ARTIST SHOW

3. The Kimball Arts Center would be separate and would not have to manage the Local Artists Group. I figure they have enough to do! I'm proposing that the Summit County / Park City Arts Council could organize and advertise for the local artists art show.

OTHER SUPPLEMENTAL SHOWS

4. I'm also thinking during the KAF, we could have supplemental shows going on at the same time. Maybe there could be a music venue, a dance venue, a poetry venue, a kids art and performance and music venue, a food truck venue....etc. Maybe these venues could be near Main St. Possible sites would be the High School parking lot, Park City Mountain Resort parking lot, Deer Valley parking lot, the Bonanza area....etc...

I'm thinking that the KAF is cool but it doesn't HAVE to be the ONLY event going on in the city that weekend. If tourists and locals are there for the KAF I think it would be great for people to visit multiple places to see, listen, taste, experience more art at different supporting venues for the entire weekend.

JUMPSTARTING THE ARTS DISTRICT

5. There has been discussion about the Arts District near Bonanza. Why not jump start the Art District movement by getting these smaller venues up and running each year the KAF weekend?

Exhibit A: Public Comment and Kimball Art Festival Survey Results

By the time the Arts District is built / up and running / (this could be years) all of these proposed venues will have a following by then. The venues will have a 'Permanent Home' eventually at the Bonanza Site.

PLEASE consider this idea. If anything, start small and make it a goal to expand the KAF to a larger audience year after year. The artists that participate in the KAF are coming from all over the country. Let's try to include more LOCAL PEOPLE during the same weekend.

Thank you,
Jenny Terry
jennyterry44@gmail.com
949-683-7471

From: KEVIN REYNOLDS <house48@housefortyeight.com>
Sent: Monday, October 3, 2022 2:55 PM
To: Council_Mail <Council_Mail@parkcity.org>
Subject: [External] The future of Kimball Arts Festival and the Park Silly Sunday Market

Dear Council Members,

I am writing you to show my support for Art in our community and hope to show how important it is for the Culture of our town.

The Kimball Arts Festival and Park Silly Sunday Market events on Main Street bring people of our community together in a public space that is large enough to support the many people that enjoy spending a day, weekend, few hours together exploring art in its many forms. The energy and excitement of seeing friends at the first night of the Kimball Arts Festival brings joy and smiles to the faces of our residents as they connect with one another. These are rare moments that we have given the busy pace of life we all seem to have.

The Park Silly Sunday Market not only allows the residents to bring friends and visitors to a fun event, it has created a platform for many artists to showcase their work and allows them to make money doing something they love. The market has helped so many startup artists and companies become successful businesses in our community. It provides access to many artforms (performing arts, music, culinary, painting, photography, sculpture, and decorative art) 14 days a year, in one place and one time. This is an important aspect of our community's culture and if it weren't to continue it would have a negative effect on the artists and people of our community.

It is clear to see that the majority of people on Main Street the other 348 days of the year are visitors rather than people from our community. It is common knowledge that locals tend to avoid going to Main Street to dine or shop yet they are eager to go to Main Street on the days of these two events. These two cultural events, held less than

Exhibit A: Public Comment and Kimball Art Festival Survey Results

5% of the days in a year, draw our community together and strengthens the bond of Art and Our City's Culture.

I ask for your support to keep Art thriving in our community by voting to continue hosting these two events on Park City's Main Street.

Thank you,
Kevin Reynolds
Community Resident since 1991

From: Neal Krasnick <nealkrasnick@outlook.com>
Sent: Friday, September 23, 2022 8:24 AM
To: Jenny Diersen <jenny.diersen@parkcity.org>
Subject: summer activities

Good morning;

The Card in my PO Box is inquiring about the Park Silly Sunday and the Arts festival. I have been a continuous resident of Park City, Utah since 1989. I have seen the summer traffic increase to the point of gridlock.

I have also worked as a firefighter for Jim Patterson when he was the County Fire Warden. He had the idea of starting the Arts Festival to get Salt Lake residents to drive up to park city in the Summer months. It worked. Now the City has added to the "Event" concept to the point the local residents are crowded off of the streets and the side walks!.

Is the need for "money & sales essential? important? Are we overdoing a "good thing?"

Driving motorbikes on the streets and sidewalks and pedestrian paths has become a "contact" sport. The traffic laws of the United states are violated constantly for "tourist dollar", to allow 'visitors" to over park the public parking and for pedestrians to flee into the path of on coming traffic . all of this to enable three or four motor bike vendors the ability to rent a motorbike to visitors to the city.

Who profits by being pushed off of the right of way? It is not the residents . It is the businessmen who do not live in Park City. So then, who benefits from the "events?" It is not the local residents. How much money is earned by the city for the traffic and the delay of service by the police/ fire department , all public service delayed by the "event?"

The city is crowded and the standard of living is diminished by the "events."
Most of the city staff do not live inside the city limits and they are not affected by the overcrowding. They commute and do their best to help with the traffic and over crowding. Are the taxes enough to pay for the decline in the standard of living?

Neal Krasnick

HPCA

Survey

98 Respondents

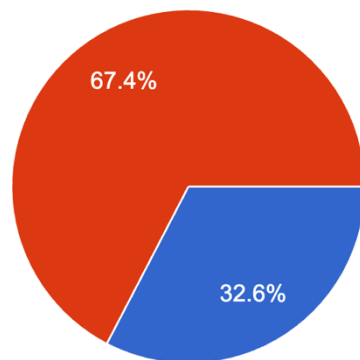
QUESTION #3

KIMBALL ARTS FESTIVAL

- ☐ I DO NOT SUPPORT the Kimball Arts Festival contract renewal under any circumstances
- ☐ I SUPPORT the Kimball Arts Festival contract renewal under the same perimeters/footprint as 2022

KIMBALL ARTS FESTIVAL

95 responses



- ☐ I DO NOT SUPPORT the Kimball Arts Festival contract renewal under any circumstances
- ☐ I SUPPORT the Kimball Arts Festival contract renewal under the same perimeters/footprint as 2022

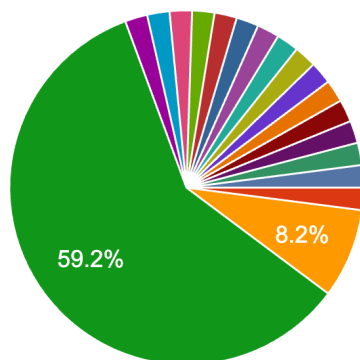
QUESTIONS #4

I would support the Kimball Arts Festival if:

- ☐ It was moved to a different time of year
- ☐ Moved to a different day of the week
- ☒ Only if Local's Night remains FREE 8.2%
- ☒ Moved to a different location 59.2%
- ☐ Other: _____

I would support the Kimball Arts Festival if:

49 responses



- ☐ It was moved to a different time of year
- ☐ Moved to a different day of the week
- ☐ Only if Local's Night remains FREE
- ☒ Moved to a different location
- ☐ No alcohol service
- ☐ i support kimball arts festival over the...
- ☐ Prospector square or new arts district.
- ☐ Keep is as is.

▲ 1/3 ▼

- ☐ Should be free for all
- ☐ Did not change
- ☐ Why would any gallery support this?
- ☐ Does not charge Main Street Busines...
- ☐ No conditions to my support
- ☐ With so many galleries on the street it...
- ☐ Cleared Swede Alley and left Swede A...
- ☐ Fine the way it is, however during the...

▲ 2/3 ▼

- ☐ Do not support
- ☐ If employees weren't treated as criminals by walking the street. They make us feel incredibly unwelcome.
- ☐ It takes away business from the high rent paying galleries

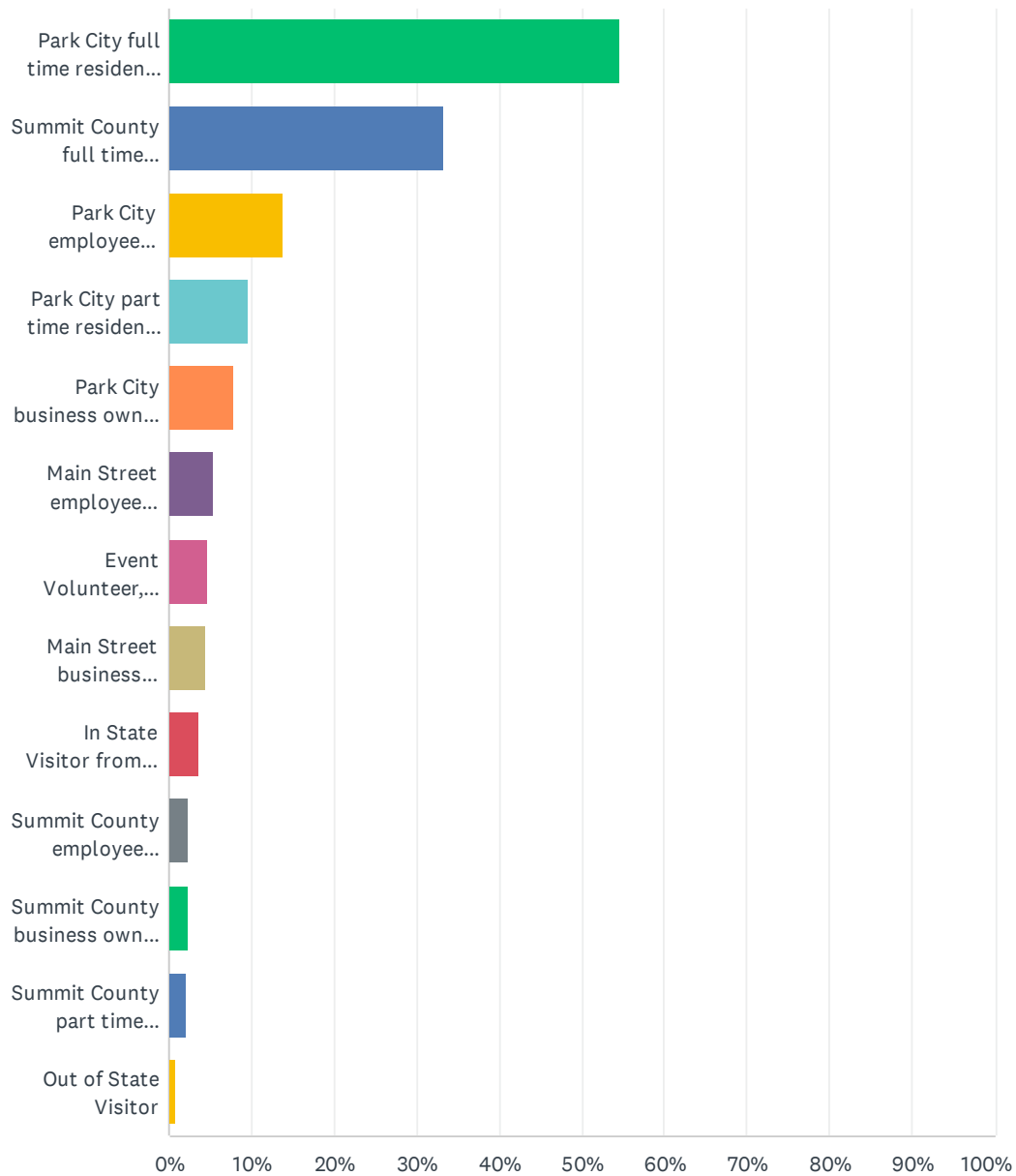
▲ 3/3 ▼

City Survey

564 Respondents

Q1 You are a (check all that apply):

Answered: 564 Skipped: 0

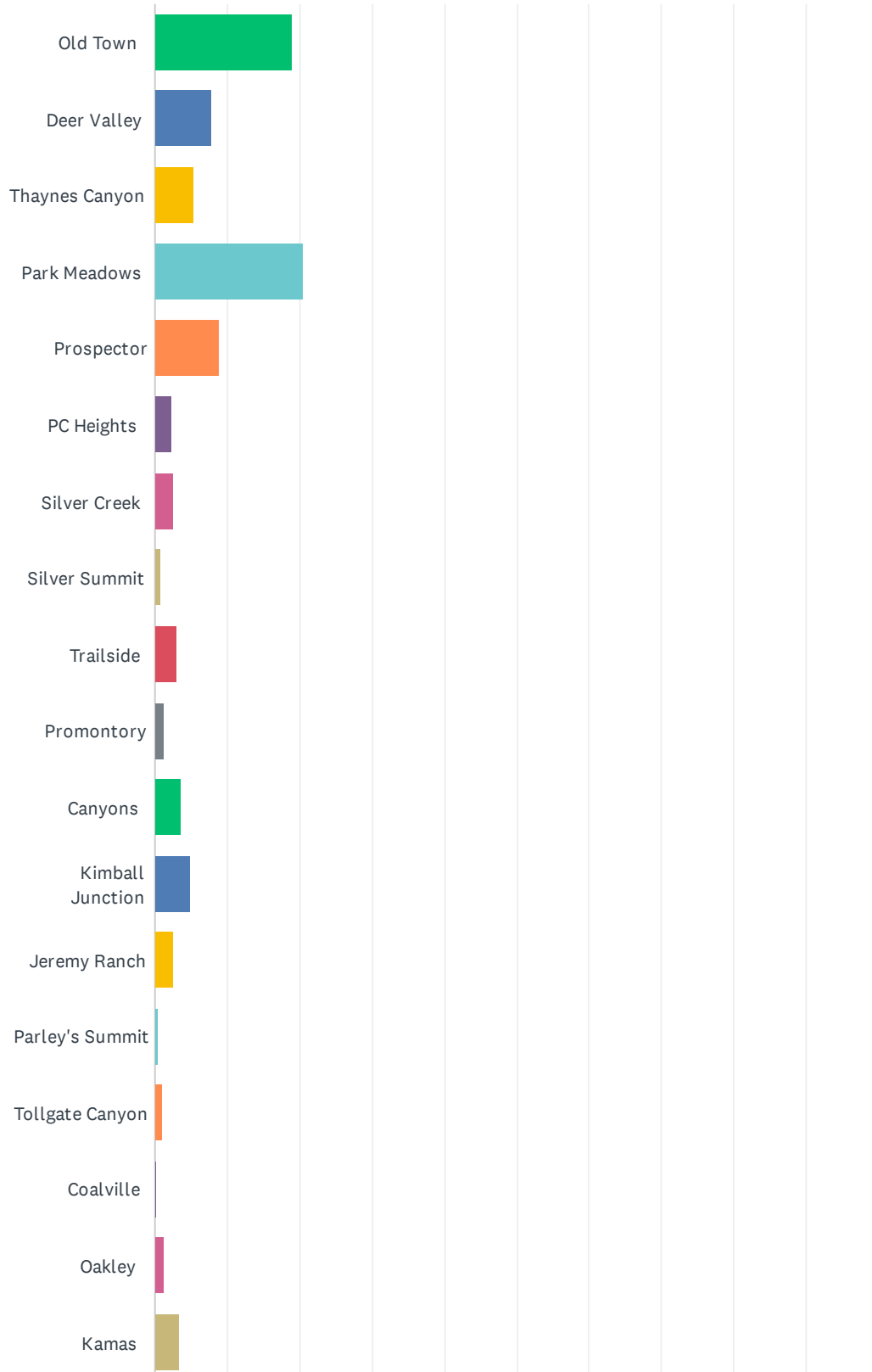


Park City Kimball Art Festival Event Contract Survey

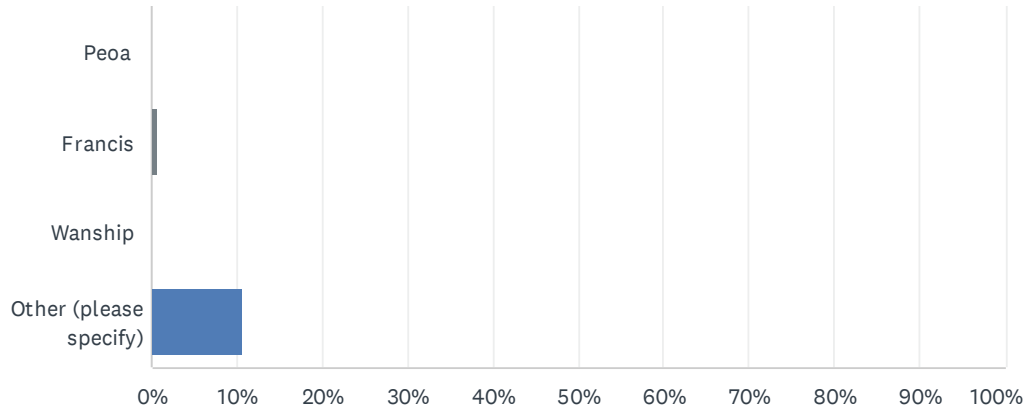
ANSWER CHOICES	RESPONSES	
Park City full time resident (84060 zip code)	54.61%	308
Summit County full time resident	33.33%	188
Park City employee (employment is in 84060 zip code)	13.83%	78
Park City part time resident (84060 zip code)	9.57%	54
Park City business owner (business is in 84060 zip code)	7.98%	45
Main Street employee (employment is on Main Street)	5.32%	30
Event Volunteer, Staff, Artist/Vendor or Sponsor	4.79%	27
Main Street business (business is on Main Street)	4.43%	25
In State Visitor from outside of Summit County	3.72%	21
Summit County employee (employment is not in Park City - 84060)	2.30%	13
Summit County business owner (business is not in Park City - 84060)	2.30%	13
Summit County part time resident	2.13%	12
Out of State Visitor	0.89%	5
Total Respondents: 564		

Q2 If you are a full or part time resident in Park City or Summit County, what neighborhood or area do you live in?

Answered: 529 Skipped: 35



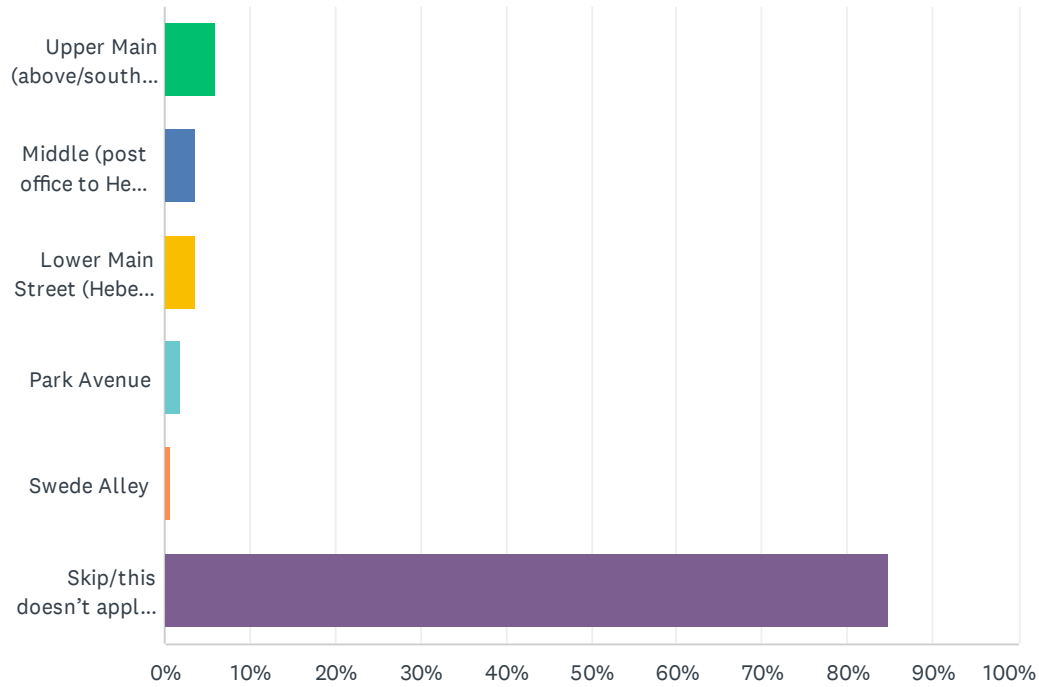
Park City Kimball Art Festival Event Contract Survey



ANSWER CHOICES	RESPONSES	
Old Town	18.90%	100
Deer Valley	7.94%	42
Thaynes Canyon	5.29%	28
Park Meadows	20.42%	108
Prospector	8.88%	47
PC Heights	2.27%	12
Silver Creek	2.46%	13
Silver Summit	0.76%	4
Trailside	3.02%	16
Promontory	1.32%	7
Canyons	3.59%	19
Kimball Junction	4.91%	26
Jeremy Ranch	2.65%	14
Parley's Summit	0.38%	2
Tollgate Canyon	1.13%	6
Coalville	0.19%	1
Oakley	1.32%	7
Kamas	3.40%	18
Peoa	0.00%	0
Francis	0.57%	3
Wanship	0.00%	0
Other (please specify)	10.59%	56
TOTAL		529

Q3 If you are a business owner or employee on Main Street, where is your business/employer located?

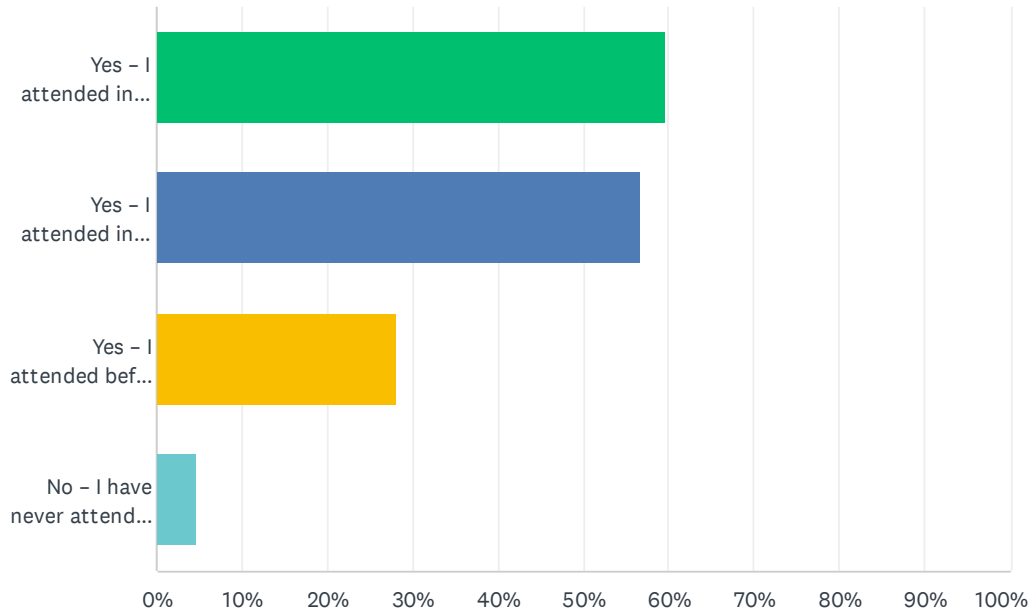
Answered: 545 Skipped: 19



ANSWER CHOICES	RESPONSES	
Upper Main (above/south of the post office)	5.87%	32
Middle (post office to Heber Ave)	3.67%	20
Lower Main Street (Heber Ave to 9th Street)	3.67%	20
Park Avenue	1.83%	10
Swede Alley	0.73%	4
Skip/this doesn't apply to me	84.77%	462
Total Respondents: 545		

Q4 Have you attended the Park City Kimball Art Festival (check all that apply)?

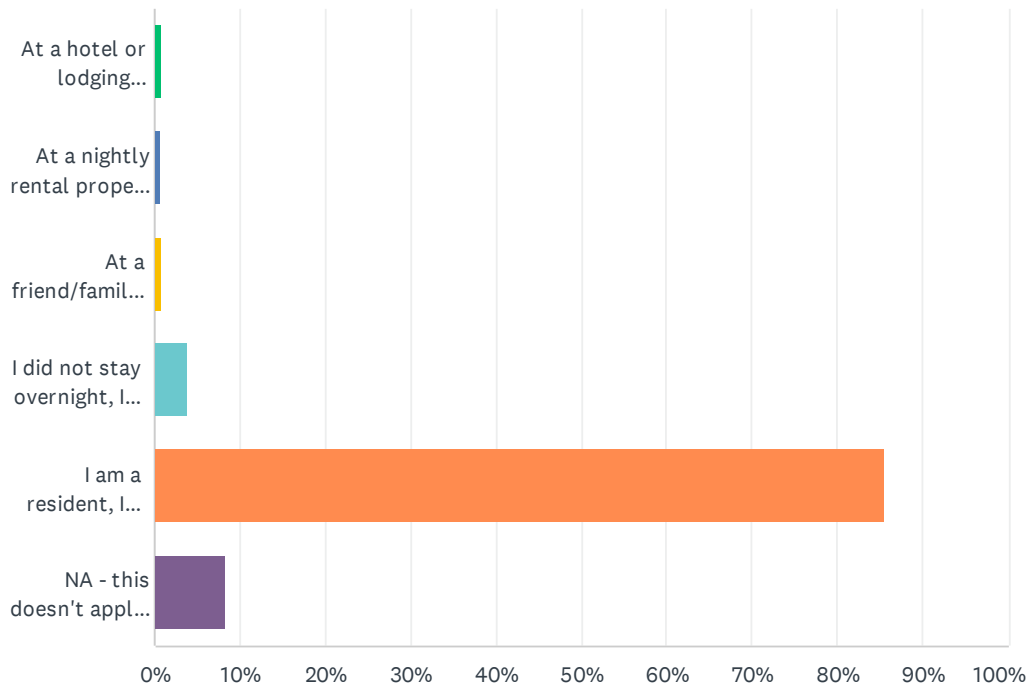
Answered: 564 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes – I attended in 2022	59.75%	337
Yes – I attended in 2021	56.74%	320
Yes – I attended before the pandemic but haven't been back since	28.19%	159
No – I have never attended the event	4.79%	27
Total Respondents: 564		

Q5 If you attended the Park City Kimball Art Festival, where did you stay?

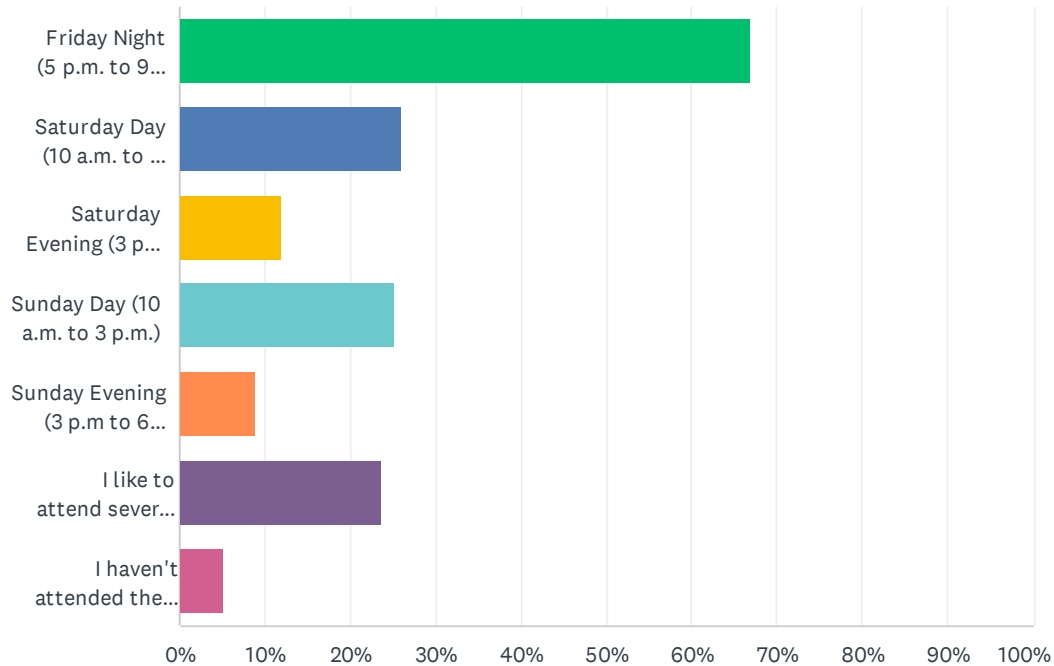
Answered: 562 Skipped: 2



ANSWER CHOICES	RESPONSES	
At a hotel or lodging property in Park City/Summit County	0.89%	5
At a nightly rental property (for example: VRBO, Air B&B)	0.53%	3
At a friend/family member's house	0.89%	5
I did not stay overnight, I was a day guest	3.74%	21
I am a resident, I stayed at my home	85.59%	481
NA - this doesn't apply to me	8.36%	47
TOTAL		562

Q6 Which days and times do you typically attend the Park City Kimball Art Festival (check all that apply)?

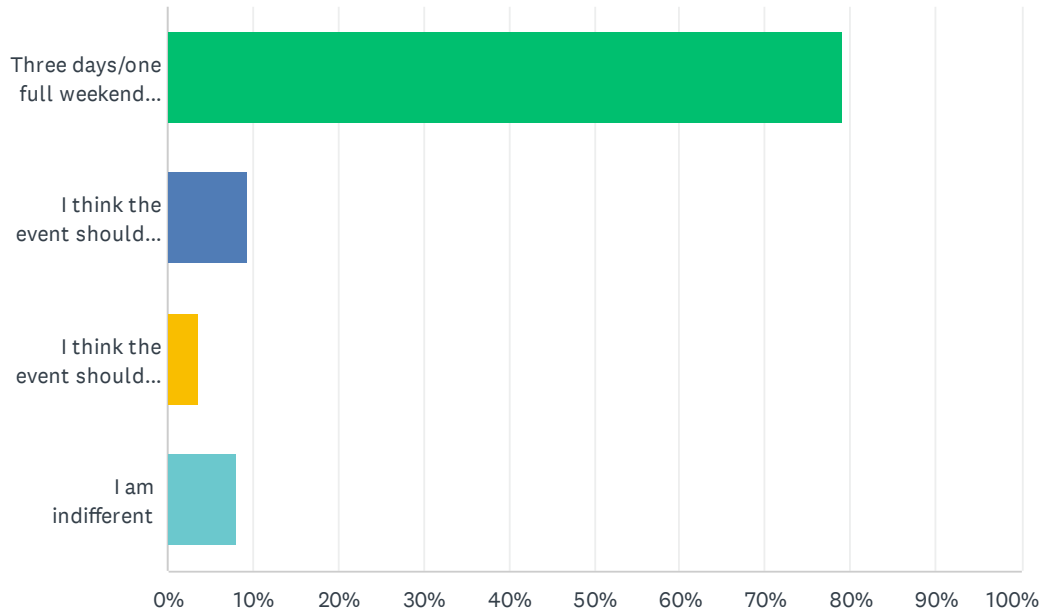
Answered: 563 Skipped: 1



ANSWER CHOICES	RESPONSES	
Friday Night (5 p.m. to 9 p.m.)	66.96%	377
Saturday Day (10 a.m. to 3 p.m.)	25.93%	146
Saturday Evening (3 p.m. to 9 p.m.)	11.90%	67
Sunday Day (10 a.m. to 3 p.m.)	25.22%	142
Sunday Evening (3 p.m. to 6 p.m.)	9.06%	51
I like to attend several times over the weekend	23.62%	133
I haven't attended the Park City Kimball Art Festival	5.15%	29
Total Respondents: 563		

Q7 What do you think about the number of days of the Park City Kimball Art Festival is held?

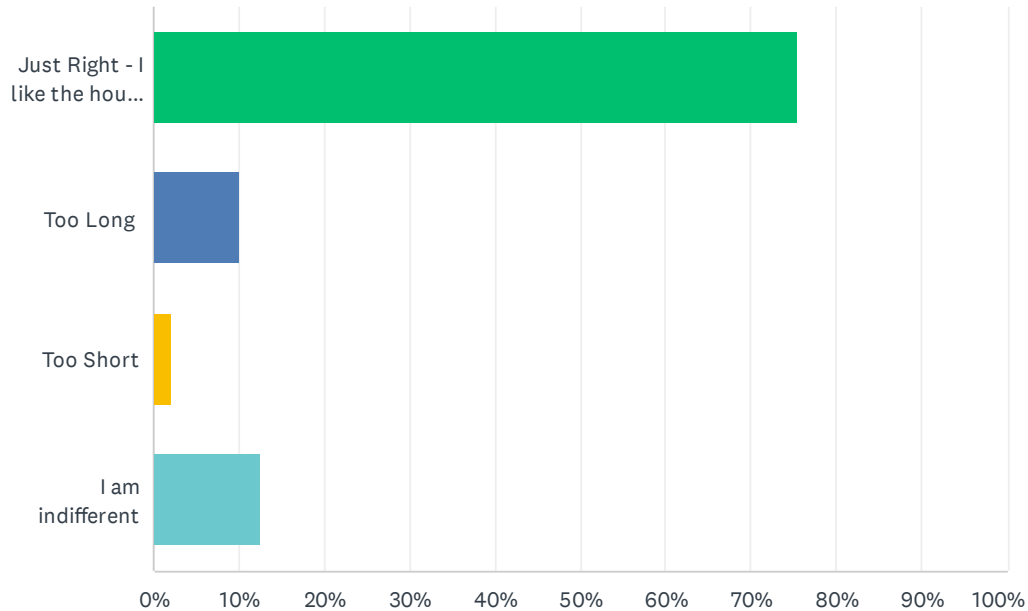
Answered: 562 Skipped: 2



ANSWER CHOICES	RESPONSES	
Three days/one full weekend seems right to me	79.00%	444
I think the event should be less days	9.43%	53
I think the event should be longer	3.56%	20
I am indifferent	8.01%	45
TOTAL		562

Q8 What do you think about the hours the Park City Kimball Art Festival is held?

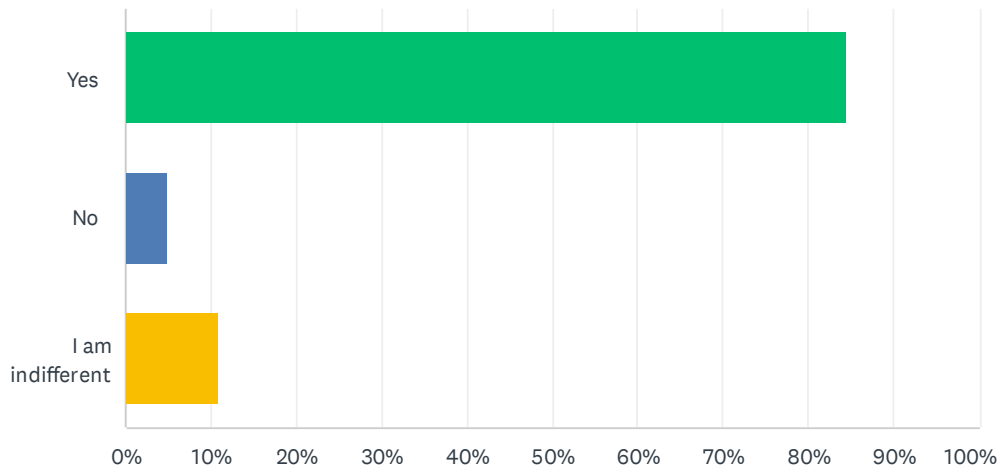
Answered: 561 Skipped: 3



ANSWER CHOICES	RESPONSES	
Just Right - I like the hours that the event is held (Friday from 5 to 9 p.m., Saturday from 10 a.m. to 8 p.m., Sunday from 10 a.m. to 6 p.m.)	75.40%	423
Too Long	9.98%	56
Too Short	2.14%	12
I am indifferent	12.48%	70
TOTAL		561

Q9 Should the Art Festival occur primarily on the weekend?

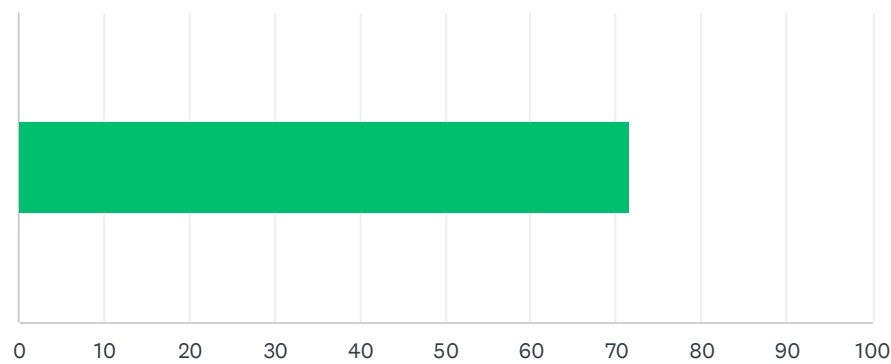
Answered: 562 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	84.34%	474
No	4.80%	27
I am indifferent	10.85%	61
TOTAL		562

Q10 How important is the location of the Park City Kimball Art Festival on Main Street?

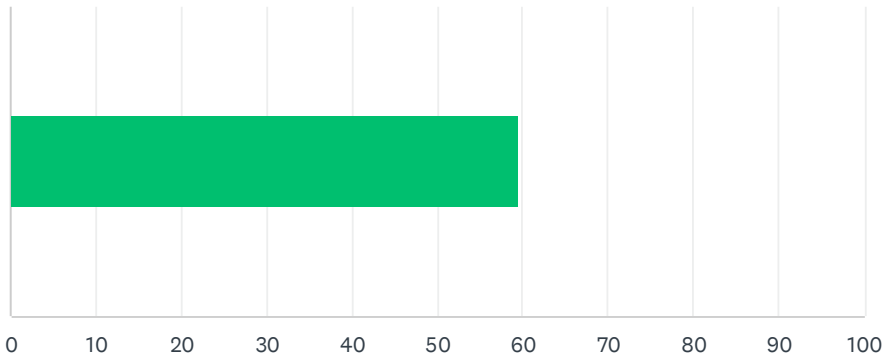
Answered: 561 Skipped: 3



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	72	40,162	561
Total Respondents: 561			

Q11 Did the Kimball Art Festival influence your decision to visit Main Street?

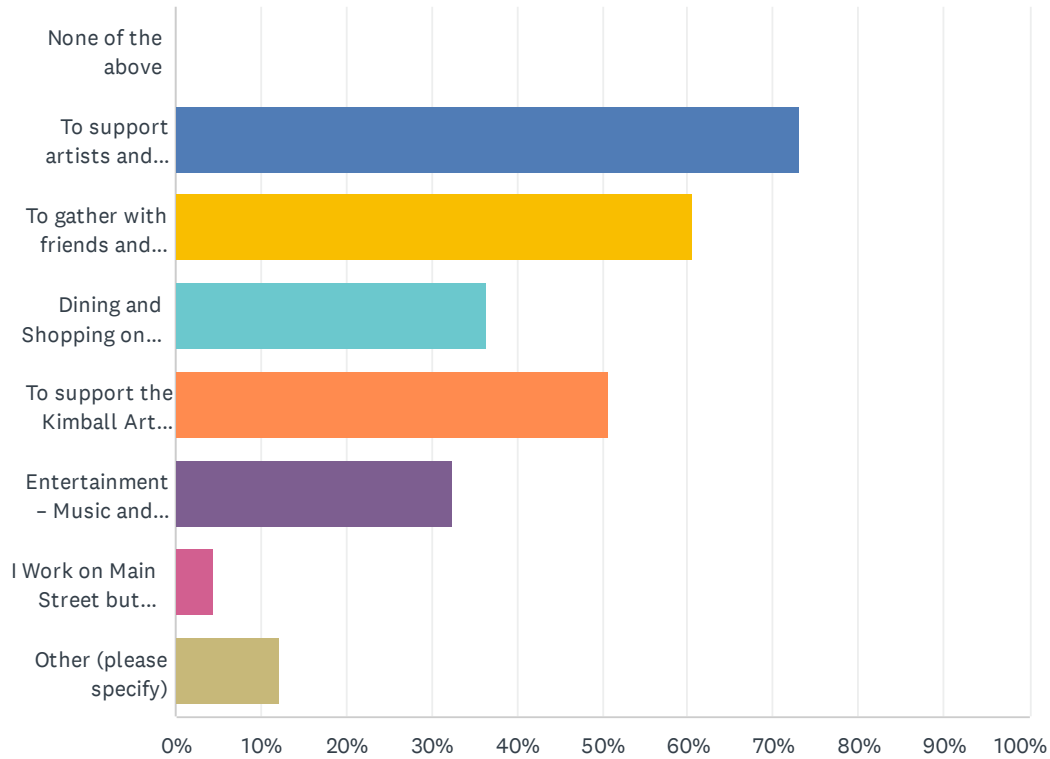
Answered: 550 Skipped: 14



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	59	32,681	550
Total Respondents: 550			

Q12 Why do you attend the Park City Kimball Arts Festival (check all that apply)?

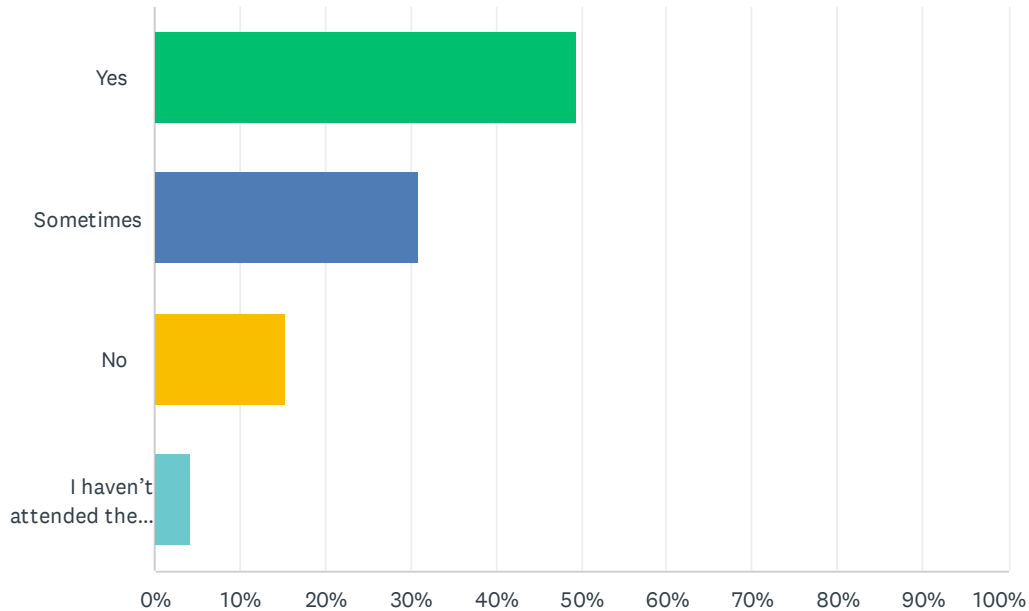
Answered: 564 Skipped: 0



ANSWER CHOICES	RESPONSES	
None of the above	0.00%	0
To support artists and purchase artwork	73.05%	412
To gather with friends and family	60.64%	342
Dining and Shopping on Main Street	36.52%	206
To support the Kimball Art Center	50.71%	286
Entertainment – Music and Programming	32.45%	183
I Work on Main Street but don't attend activities at the Park City Kimball Art Festival	4.43%	25
Other (please specify)	12.23%	69
Total Respondents: 564		

Q13 When you attend the Park City Kimball Arts Festival do you also visit businesses along Main Street?

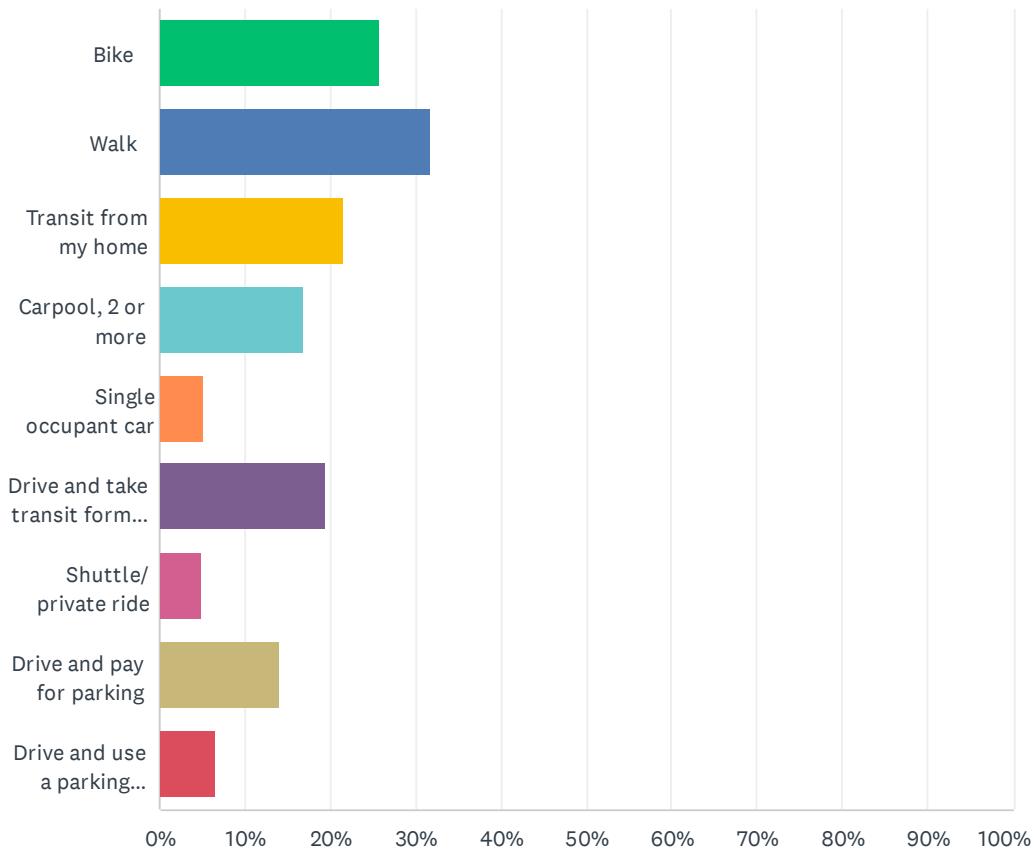
Answered: 564 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	49.47%	279
Sometimes	30.85%	174
No	15.43%	87
I haven't attended the event	4.26%	24
TOTAL		564

Q14 How did you travel to the Kimball Art Festival (check all that apply)?

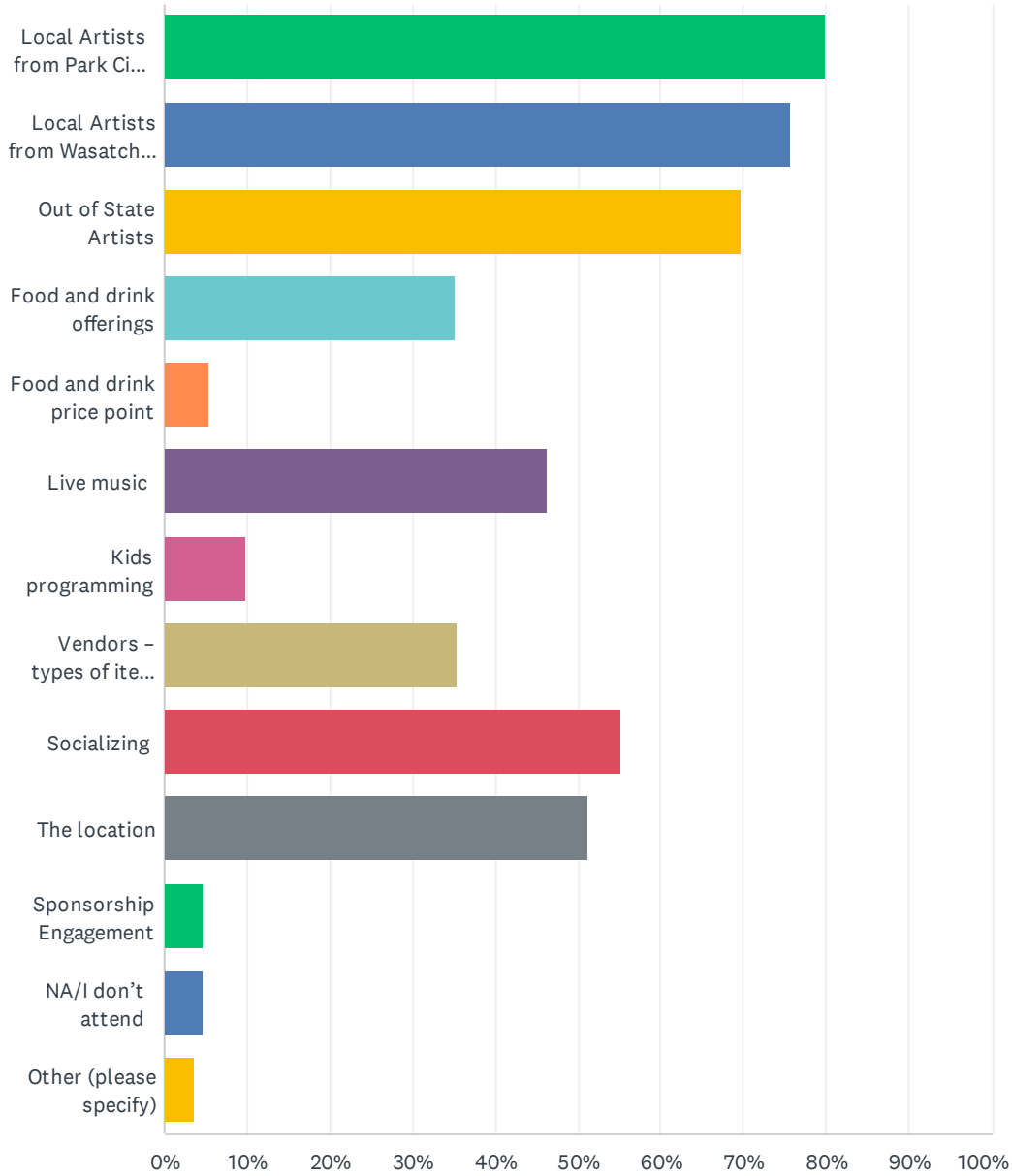
Answered: 564 Skipped: 0



ANSWER CHOICES	RESPONSES	
Bike	25.71%	145
Walk	31.74%	179
Transit from my home	21.63%	122
Carpool, 2 or more	16.84%	95
Single occupant car	5.14%	29
Drive and take transit form a supplemental parking lot such as High School or the resort parking lots	19.50%	110
Shuttle/ private ride	4.96%	28
Drive and pay for parking	14.01%	79
Drive and use a parking permit	6.56%	37
Total Respondents: 564		

Q15 Which aspects of the Park City Kimball Arts Festival do you typically enjoy? (Check all that apply)

Answered: 564 Skipped: 0



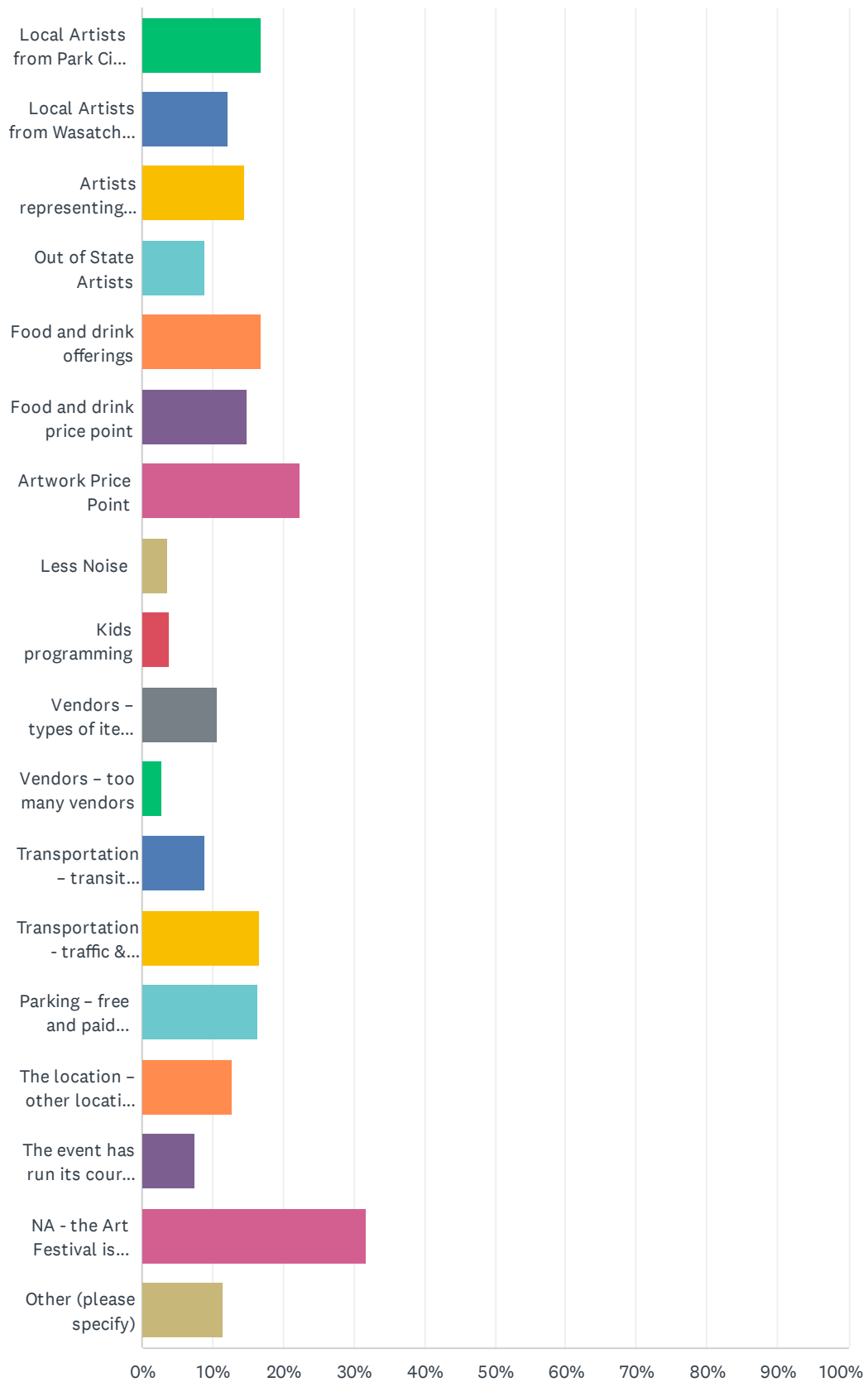
Park City Kimball Art Festival Event Contract Survey

ANSWER CHOICES	RESPONSES	
Local Artists from Park City and Summit County	79.96%	451
Local Artists from Wasatch Back and Front	75.71%	427
Out of State Artists	69.68%	393
Food and drink offerings	35.28%	199
Food and drink price point	5.32%	30
Live music	46.28%	261
Kids programming	9.75%	55
Vendors – types of items offered	35.46%	200
Socializing	55.14%	311
The location	51.24%	289
Sponsorship Engagement	4.79%	27
NA/I don't attend	4.61%	26
Other (please specify)	3.72%	21
Total Respondents: 564		

Q16 Which aspects of the Park City Kimball Arts Festival could be improved? (Check all that apply)

Answered: 564 Skipped: 0

Park City Kimball Art Festival Event Contract Survey

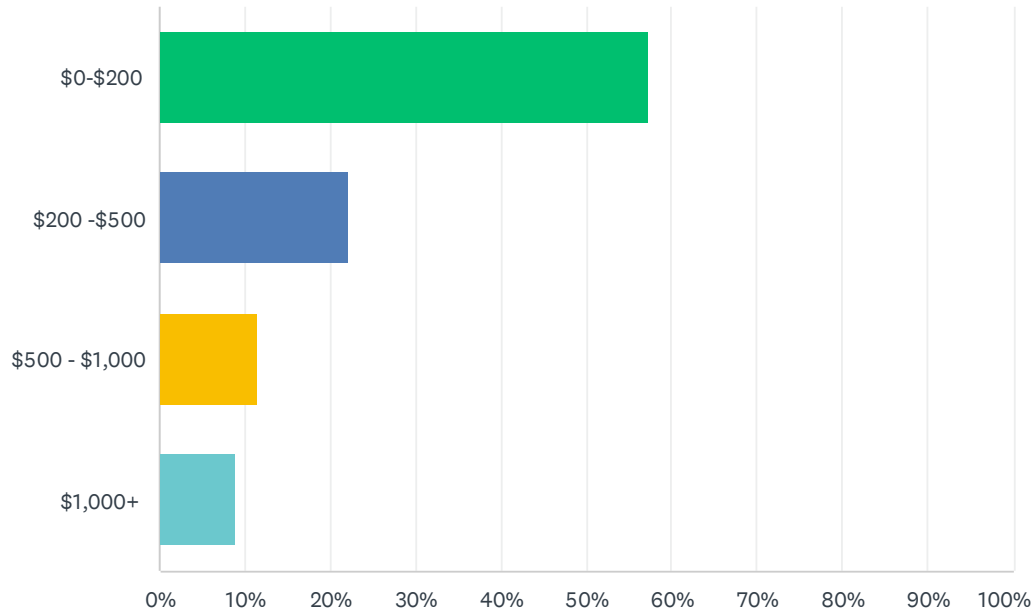


Park City Kimball Art Festival Event Contract Survey

ANSWER CHOICES	RESPONSES	
Local Artists from Park City and Summit County	16.84%	95
Local Artists from Wasatch Back and Front	12.06%	68
Artists representing diverse backgrounds	14.54%	82
Out of State Artists	9.04%	51
Food and drink offerings	16.84%	95
Food and drink price point	14.89%	84
Artwork Price Point	22.34%	126
Less Noise	3.72%	21
Kids programming	3.90%	22
Vendors – types of items offered	10.64%	60
Vendors – too many vendors	2.84%	16
Transportation – transit schedules	9.04%	51
Transportation - traffic & congestion	16.67%	94
Parking – free and paid options	16.49%	93
The location – other locations should be considered	12.77%	72
The event has run its course, not sure it needs to continue	7.45%	42
NA - the Art Festival is great how it is	31.74%	179
Other (please specify)	11.52%	65
Total Respondents: 564		

Q17 How much money do you spend at the Park City Kimball Arts Festival?

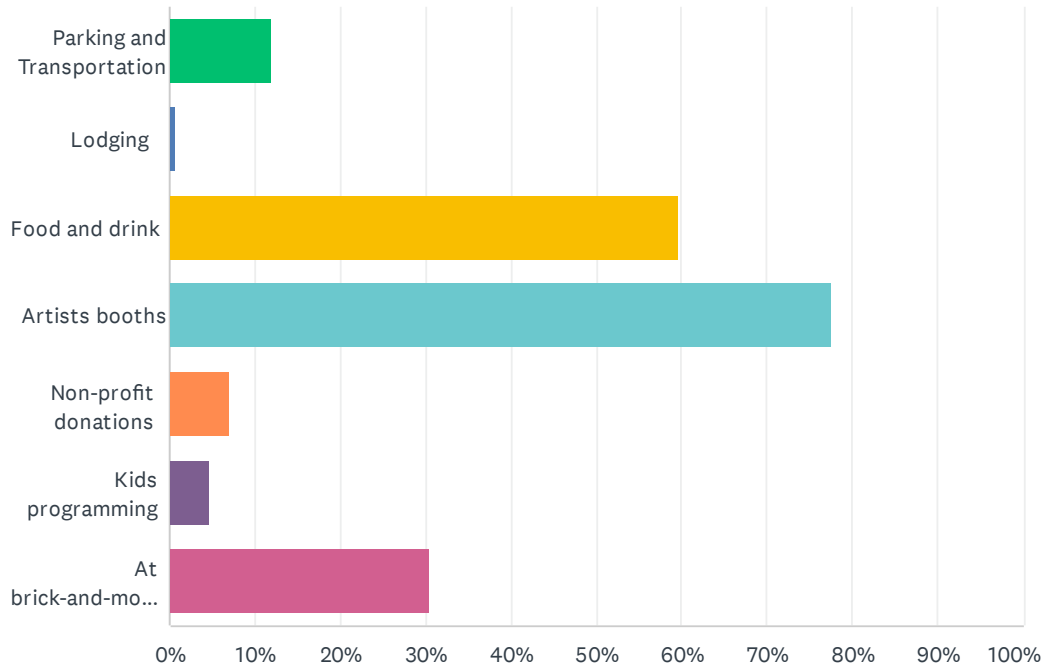
Answered: 562 Skipped: 2



ANSWER CHOICES	RESPONSES	
\$0-\$200	57.30%	322
\$200-\$500	22.24%	125
\$500-\$1,000	11.57%	65
\$1,000+	8.90%	50
TOTAL		562

Q18 When attending the Park City Kimball Arts Festival, what did you typically spend your money on (check all that apply)?

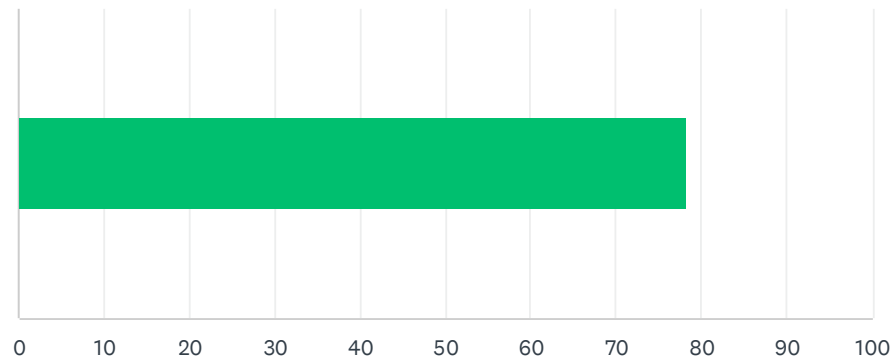
Answered: 548 Skipped: 16



ANSWER CHOICES	RESPONSES	
Parking and Transportation	11.86%	65
Lodging	0.73%	4
Food and drink	59.67%	327
Artists booths	77.55%	425
Non-profit donations	6.93%	38
Kids programming	4.74%	26
At brick-and-mortar businesses along Main Street	30.47%	167
Total Respondents: 548		

Q19 Overall how do rate the importance of free friday night?

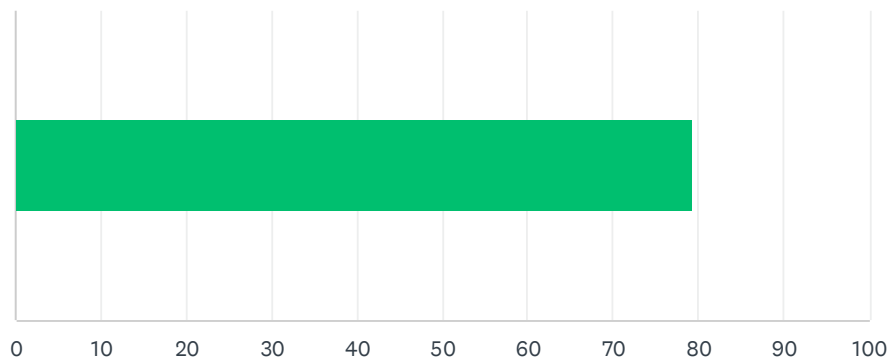
Answered: 564 Skipped: 0



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	78	44,134	564
Total Respondents: 564			

Q20 How important is it that the Park City Kimball Art Festival continues in Park City?

Answered: 556 Skipped: 8



ANSWER CHOICES	AVERAGE NUMBER	TOTAL NUMBER	RESPONSES
	79	44,101	556
Total Respondents: 556			

October 14th, 2022

Dear Mayor Worel and members of Council,

Thank you for your service to our community. Kimball Art Center seeks to begin discussions with the City Council and Park City Municipal staff members for the Park City Kimball Arts Festival's renewed event contract. As part of these negotiations, the Kimball Art Center would like to present the following major points:

- Venue is Historic Main Street in Park City, UT
- 1 year contract
- City services fee waiver of upto \$180,000. In exchange for the city service waiver, Park City Municipal will be named as a Presenting Sponsor of the Park City Kimball Arts Festival.
- Festival dates will be the first full weekend in August
 - August 4 - 6, 2023

The Park City Kimball Arts Festival is one of Park City's most signature events. The in-kind support given by Park City Municipal helps sustain this event and goes directly back into the Park City community through our programs .

Kimball Art Center looks forward to discussing these new terms with the City Council. Thank you so much for your service to our community.

Sincerely,



Aldy Milliken
Executive Director

City Council Staff Report



Subject: Fractional Ownership
Application: PL-22-05210
Authors: Makena Hawley, Spencer Cawley and Rebecca Ward
Date: October 27, 2022
Type of Item: Legislative - Land Management Code Amendments

Recommendation

(I) Review Land Management Code amendments to regulate Fractional or Co-Ownership Uses, (II) conduct a public hearing, and (III) consider adopting Ordinance No. 2022-21.

Description

Applicant: Planning Department

Land Management Code Sections Amended: **Historic Recreation Commercial**
15-2.5-2, *Uses*

Historic Commercial Business
15-2.6-2, *Uses*

Residential Development
15-2.13-2, *Uses*

Residential Development – Medium Density
15-2.14-2, *Uses*

Recreation Commercial
15-2.16-2, *Uses*

Regional Commercial Overlay
15-2.17-2, *Uses*

General Commercial
15-2.18-2, *Uses*

Definitions
15-15-1

Land Management Code Section Enacted: **Single-Family Dwelling Fractional Use**
15-4-23

Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to City Council for Final Action

Summary

Timeshares¹ and Private Residence Clubs² are not new to Park City,³ and the Land Management Code directs Timeshares and Private Residence Clubs to those Zoning Districts that support residential and commercial uses, as well as those Zoning Districts that support the resort economy and second homes. Timeshares and Private Residence Clubs are vacation models primarily for units within Multi-Unit Dwellings.

In addition to these existing models, a new model of vacation homes has come to Park City. In the past two years, companies offering Fractional or Co-Ownership—where multiple investors each own a portion of a home that is typically, but not always, managed by a third party—have been purchasing and selling “fractions” of Single-Family Dwellings and other Dwelling Units as vacation properties in Park City. Fractional or Co-Ownership companies may create an LLC for each Dwelling and then manage the property for multiple owners, providing furnishings, maintenance, cleaning, and scheduling services.⁴ These homes may also be co-owned by unrelated people without an LLC.

While Fractional or Co-Ownership may make vacation properties more affordable for some users through a shared economy, finding a balance that protects Park City’s primary resident Zoning Districts and areas of the City with primary resident occupancy is vital to retaining the function and livability of established neighborhoods. Many zoning districts and subdivision Covenants, Conditions and Restrictions (CCRs) restrict or prohibit further subdivision, or timeshare of existing residences/lots, as well as restricting transient occupancy and nightly rental. The new business models of Fractional or Co-Ownerships using LLCs as a single owner, but selling separate fractional shares or interests circumvent these existing definitions and prohibitions. The Planning team proposes Land Management Code amendments to protect these neighborhoods.

According to [a Fractional Homeownership](#) study conducted by Sage Crest Planning + Environmental (“Sage Crest Study”) for the City of Newport Beach Community Development Department in August of this year, [Pacaso](#), [Sharetini](#), [Ember](#), and other

¹ Defined in Land Management Code (LMC) [§ 15-15-1](#) as a unit of property and time where possession and use are allowed under a contract from seller to purchaser.

² Defined in LMC [§ 15-15-1](#) as a residential use real estate within a single condominium project in which ownership or use of a condo and common area is shared by four to 12 owners through a reservation system.

³ In 1981, the City Council enacted a moratorium on Timeshares until land use regulations were enacted to manage their use.

emerging companies, “facilitate the purchase of properties and provide the necessary maintenance, furnishings, property management, and cleaning services in exchange for a monthly fee. Many of these companies utilize ownership models that purchase and hold the properties under entities, such as limited liability companies, to avoid the need for a real estate transaction each time an owner sells their share, but there can also be co-ownership models that don’t create an LLC. In such cases, an ownership group could forego using a management company and self-govern the access to fractional housing.”

The [Sage Crest Study](#) outlines some benefits Fractional Ownership companies have identified:

- The ownership model makes vacation homes more affordable
- The vacation home is used in regular intervals
- The ownership obligations to care for the property are shared
- The property generates annual spending compared to the average second home

However, the [Sage Crest Study](#) also identifies impacts to communities, including:

- Taking homes out of the primary housing market and converting them to vacation homes, reducing available housing stock
- High turnover of occupants, resulting in noise, loss of privacy, loss of community buy-in, and decline in property values
- Commercialization of residential neighborhoods

The screenshot below illustrates listings of Single-Family Dwellings for 1/8 ownership in St. George and touts the number of people the Single-Family Dwellings sleep, ranging from 16 to 30+:



[Listings](#)
[How it works](#)
[Agents](#)
[About](#)

(800) 366-6891



Locations

Palm Springs, CA
San Diego California
Gulf Coast Florida
Arizona Scottsdale
Idaho- Sun Valley Area
Southern Utah
Utah BE

44+ Nights Every Year


44+ Nights Every Year


6+ Weeks Every Year




FOR SALE
OWNERS CAN RENT IT OUT

\$189,995

5 beds
5 baths
2608 sqft
Sleeps 16+

St. George, UT
1/8 Ownership
6+ Weeks Every Year





OWNER SHARE RESALE
1 SHARE REMAINING

\$339,200

8 beds
8.5 baths
4739 sqft
Sleeps 30+

St. George, UT
1/8 Ownership
44+ Nights Every Year





FOR SALE
OWNERS CAN RENT IT OUT

\$499,000

8 beds
8.5 baths
4739 sqft
Sleeps 30+

St. George, UT
1/8 Ownership
6+ Weeks Every Year



The Sage Crest Study cites a 2022 Mitchell Hamline Law Journal of Public Policy and Practice Article [A Timeshare By Any Other Name: Fractional Homeownership and the Challenges and Effects of Commodified Single-Family Homes](#) (“Mitchell Hamline Law Article”). According to the Mitchell Hamline Law Article, “fractional homeownership has the potential to impact the housing market and communities in numerous ways, more similar to short-term rentals. These effects on communities can be quite similar due to the transient nature of the units’ occupants and the potential to remove housing options from those who work in the community,” outlining lost hotel tax revenue and noise, nuisance, and strangers.

To mitigate the impacts of Fractional or Co-Ownership uses, community responses vary. According to the Sage Crest Study, some argue Fractional or Co-Ownership uses fall under the definition of a Timeshare. Others define Fractional Ownership as a short-term rental. Some have adopted a moratorium.

The Planning team recommends LMC amendments that define and regulate Fractional or Co-Ownership uses to protect primary resident neighborhoods based on the values and recommendations outlined in the General Plan. *Sense of Community* is one of the core values in the Park City General Plan and Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents. Objective 7B is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupancy by full time residents within these neighborhoods.⁵

⁵ General Plan Volume I, [Sense of Community](#), p. 5

217

Goal 8 of the General Plan is to increase affordable housing opportunities and associated services for the workforce of Park City. Objective 8C of the General Plan is to increase housing ownership opportunities for workforce within primary residential neighborhoods.⁶

The General Plan also acknowledges neighborhoods, where secondary homeownership is appropriate and supports the City's resort economy. For example, the General Plan identifies the Lower Deer Valley neighborhood as a resort neighborhood catering to second homes.⁷

The General Plan identifies primary and secondary homeowners based on 2010 data and identifies Park Meadows, Bonanza Park, Prospector, and Thaynes Canyon as four neighborhoods dominated by primary resident homes. The Budget Department evaluated primary versus secondary residents based on the Summit County Assessor's Office data and the numbers indicate a rise in primary residences in 2019, a decline in primary residences in 2020, and an increase in 2021; but overall, the primary residences have hovered around 3,000 for the past six years:

Year	Primary Residence	Secondary Residence
2015	3,075	6,211
2016	3,078	6,211
2017	3,091	6,299
2018	3,173	6,231
2019	3,269	6,231
2020	2,980	6,870
2021	3,193	6,590

In addition to protecting primary resident neighborhoods for full-time residents, the General Plan identifies the need to protect and incentivize primary homeownership in Old Town. "Planning efforts to maintain primary homeownership in the Old Town neighborhood is motivated by the community's Vision. In order to Keep Park City Park City, it is essential that Parkites be located in the heart of the City. While, there is certainly a need to allow nightly rental in the district to provide visitors with the authentic Park City experience, it is recommended that the City consider investigating incentives to keep primary residents located within Old Town."⁸ The General Plan also establishes a policy to protect a Sense of Community: "[t]he City should consider incentives for primary homeownership in Old Town; a balance between residents and tourists is desirable in this neighborhood."⁹

To meet the core value of a Sense of Community, the General Plan supports a balance between residents and visitors. As a result, the proposed amendments:

⁶ General Plan Volume I, [Sense of Community](#), p. 8

⁷ [General Plan, Volume II, Neighborhoods 3](#), p. 7

⁸ General Plan, Volume II, [Neighborhoods 2](#), p. 34

⁹ *Id.*

- Establish Fractional or Co-Ownership of Dwellings (Single-Family, Duplex, Triplex, and Multi-Unit Dwellings) in Zoning Districts that allow Timeshares and Private Residence Clubs with the following exceptions:
 - Those subdivisions in the Residential Development Zoning District that petitioned the City to prohibit Nightly Rentals, including April Mountain, Mellow Mountain Estates, Meadows Estates – Phases #1A and #1B, Fairway Meadows, and Hidden Oaks at Deer Valley Phase 2 and 3¹⁰
- Require staff-level administrative review with public notice to adjacent property owners issued two weeks prior to an administrative public hearing
- Enact a new section outlining required standards of operation including snow removal, yard and structural maintenance, trash collection, responsive property management requirements and contact information, and prohibiting nightly rentals, on-street parking, outdoor display of goods and merchandise, signs, and commercial uses

The Analysis Section below outlines clarifications to the Fractional or Co-Ownership definition, outlines the Zoning Districts where Fractional or Co-Ownership uses are proposed to be allowed subject to an Administrative Permit or Letter, and illustrates the proposed standards for compliance.

Analysis

(I) Clarify Fractional Use definition.

In the June 23, 2022, City Council meeting, Council requested clarifying the proposed definition of Fractional Ownership so that different ownership models and LLCs are not affected and to include all Dwelling Unit types, not only Single-Family Dwellings.

Proposed Definition:

DWELLING UNIT, FRACTIONAL USE. Any Dwelling Unit which is owned by an LC, LLC, Corporation, partnership, or other joint ownership structure in which unrelated persons or entities sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, or membership which are subject to, or subsequently bound by any agreement limiting interest holders' or their designees' right or functional ability to occupy or use the property to their respective interests or any other agreement which limits interest holders' or their designees' use of the property to fractional reservations through stay limitations of any duration. Other elements of Fractional Use include: co-ownership or fractional or divided estates, shares, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times; centralized or professional management; reservation systems; maximum or minimum day limits on each interest holder's occupancy or use of the property; or management fees reflective

¹⁰ Please note there are two pending applications to prohibit Nightly Rentals and Fractional Ownership for the Chatham Crossing and Solamere Subdivisions. These will be scheduled for Planning Commission review when Fractional Ownership regulations are adopted by the Council.

of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party. This definition shall not include non-commercial family, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association, or trust as opposed to sold on the free market for commercial purposes.

The LMC amendment would not inhibit friends or family to come to relationship-based agreements to buy and share property or to employ a property management company or a shared housekeeper. The proposed amendments are specifically regulating the business management model of the simplified, fractionalized, sale of vacation properties, and the fractionalized use. Studies and direct input demonstrate that such properties do not have the same impacts and are likely to stay in single family use, and return to primary residence ownership regularly. The city does not find a basis to regulate “undivided fractionalized long-term estates” as regulated by Utah state statutes and the Division of Real Estate. See Utah Code Section 57-29-102 (regulating sales practices and licensing). The city finds insufficient health, safety or welfare concerns to warrant singularly regulating all variations of multiple party ownership. However, the city finds the location, neighborhood, and operational adverse impacts of the commercial, long-term conversion to fractional uses as a result of the ownership by unaffiliated persons, direct commercial management affiliation, and transient uses causing more intensive impacts. The unaffiliated nature of these commercial sales which mirror timeshare sales practices (while not triggering state definitions applicable to timeshares) reduces the likelihood of exiting either the management contract or the fractional ownership [unrelated commercial buyers are more likely to sell their individual share rather than pursue a return to single family/individual fee ownership compared to family trusts and affiliated member LLCs]. Stakeholder input, public testimony and studies reviewed by staff demonstrate that the use of LLCs generally for property ownership by families, trusts, or other associations of individuals do not have the same impacts as Fractional Co-Ownership/Use as defined by the proposed ordinance.

(II) Establish Fractional uses in those Zoning Districts that Allow for Timeshares and Private Residence Clubs

The proposed amendments establish Fractional Ownership as a Conditional Use in those Zoning Districts that allow for Timeshares and Private Residence Clubs:

- Historic Recreation Commercial
- Historic Commercial Business
- Residential Development
- Residential Development – Medium Density
- Recreation Commercial
- Regional Commercial Overlay
- General Commercial

The Residential Development Zoning District includes clusters of primary residents that have petitioned the City over the years to amend the LMC to prohibit nightly rentals in

their subdivisions. The proposed amendments also prohibit Fractional Ownership in these subdivisions, including the April Mountain, Mellow Mountain Estates, Meadows Estates – Phases #1A and #1B, Fairway Meadows, and Hidden Oaks at Deer Valley Phase 2 and 3.¹¹

(III) Require an Administrative Permit or Letter

The Planning team reviewed feedback from the Planning Commission, the City Council, the Board of Realtors, and Pacaso, and finds that an administrative process achieves the goals of public notice, a public hearing, and compliance tracking, without requiring Planning Commission review.

Permit Type	Requirements
Administrative Permit Staff-Level Approval	• Public notice mailed 10 days prior to Public Hearing to adjacent property owners • Public notice posted to the property 10 days prior to Public Hearing • Public notice posted to the City website, City Hall, and the Main Street Post Office • Proposal must comply with the criteria outlined in the proposed new LMC Section 15-4-23, and the Zoning District

Staff finds it may be appropriate to update the permitting requirements to reduce the status to an administrative approval letter following a finding of compliance with Municipal Code Section 15-4-23 and the Zoning District. Staff finds at the point of LMC update, Section 15-4-23 would require inclusion of noticing requirements. This would still allow neighbors to be informed and be able to voice public comment to the project planner and allow the department to track compliance.

Permit Type	Requirements
Administrative approval letter	• Public notice mailed 10 days prior to Final Action to adjacent property

¹¹ Additionally, two subdivisions submitted applications to the Planning Department to prohibit nightly rentals and Fractional Ownership for the Chatham Crossing and Solamere Subdivisions, and pending adoption of Fractional Ownership regulations, these applications will be scheduled for Planning Commission review and recommendation to the City Council for final action.

Staff-Level approval	owners • Proposal must comply with the criteria outlined in the proposed new LMC Section 15-4-23, and the Zoning District
----------------------	--

The Planning team recommends an Administrative Permit because it will reduce the number of agenda items for Planning Commission review, while still providing notice to adjacent property owners and the opportunity for public input through a public hearing but is looking to Council for direction on the Permit vs. the Letter. Additionally, public notice is an opportunity to inform neighbors about the proposed use and the required standards and to provide neighbors with contact information for the property management company overseeing the Fractional uses.

As part of the Administrative review, staff will evaluate compliance with the following standards for management and use, proposed to be enacted in Land Management Code Section 15-4-23:

A. The following are prohibited:

1. *Nightly Rentals;*
2. *On-Street Parking;*
3. *Outdoor display of goods and merchandise;*
4. *Signs;*
5. *Commercial uses.*

B. The Applicant submits a Management Plan describing the satisfactory level of management and maintenance of the Dwelling Unit, Fractional Use that addresses the following:

1. *A designated responsible party that is a property management company, realtor, lawyer, owner, or other individual, who resides within a one-hour drive of the property, or, in the case of a company, has offices in Summit County, Utah. 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 the receipt of such inquiries. The responsible party is also designated as the agent for receiving all official communications.*
2. *Snow removal during winter months to a level that allows safe access to the Dwelling over the normal pedestrian access.*
3. *Snow removal service to off-street parking associated with the property to ensure parking is available for owner use at all times.*
4. *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.*

5. *Structural maintenance to preserve substantial code compliance.*
6. *Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties.*
7. *Trash collection which ensures that trash cans are not left at the curb for any period in excess of 24 hours; the property must be kept free from accumulated garbage and refuse.*
8. *Noise and Occupancy Control – Property management and owners are responsible for regulating the occupancy of the property and noise created by occupants. Violation of the Noise Ordinance in Municipal Code of Park City Chapter 6-3, 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 property is grounds for revocation.*
9. *Information on the proposed fractional use, including:*
 - a. *A description of the method of management of the fractional use.*
 - b. *Any restrictions on the use or occupancy of the Dwelling and property.*
 - c. *Any additional documentation the Applicant, City staff, or the Planning Commission deem reasonably necessary to evaluate the fractional ownership and use.*
10. *An active Business License for the fractional ownership company.*

(IV) Conduct a study and re-evaluate

As mentioned above, fractional use of property is not new to the community. The City has regulated Timeshares and Private Residence Clubs for decades. However, this new model of Fractional or Co-Ownership and Use of Dwellings in primary resident neighborhoods is relatively new. As a result, the Planning team recommends enacting LMC amendments to protect primary resident neighborhoods and to direct Fractional or Co-Ownership to those Zoning Districts where Timeshares and Private Residence Clubs are allowed, exclusive of identified primary resident neighborhoods. As a second step, Planning staff recommends conducting a short-term review process. . Council should consider directing Planning to create an assessment of the General Commercial (GC), Residential Development (RD), and Residential Development Medium (RDM) Zoning Districts (identified on the map in Exhibit F). These neighborhoods are noted as areas where locals live, where locals work and where we have existing de-facto affordable units.

For example, the General Plan asserts Park Meadows as holding 34% of the City's primary residents, the highest population of full-time residents in Park City. The neighborhood chapter goes on to state that to maintain Park Meadows as a local residential area, a diversity of housing opportunities should be protected for primary residents. The majority of the Park Meadows neighborhood is included in the proposed amendments because the areas are in the Single Family and Estate Zoning Districts.

However, there are clusters within the neighborhood near the golf course and along S.R. 224 that are zoned RD and RDM and require further evaluation. Bonanza Park is recognized as a neighborhood where locals live and work. The General Plan states that the relatively affordable area's greatest threat is gentrification and specifically states the district "is to be protected as a locals neighborhood".

The above-mentioned reasons support our recommendation for further study of the GC, RD, and RDM zones which contain areas that are identified in the General Plan as areas of focus for protecting and increasing primary resident populations, can support maintaining them as local residential neighborhoods and preserve the ambiance that is an essential part of their local neighborhood character.

New Ordinance Pending Study of Additional Zones

The Council may direct staff to conduct a study of these areas discussed above. As part of that direction, the Council may direct staff to initiate a pending ordinance which will prohibit Fractional Ownership applications from being processed in the GC, RD, and RDM Zones. If such direction is provided, staff will immediately initiate public notice and proceedings of a second ordinance with those prohibitions before the Planning Commission.

Alternatives

- The City Council may approve Ordinance No. 2022-21; or
- The City Council may deny Ordinance No. 2022-21 and direct staff to make findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

Public Input

Public input is attached as Exhibit B.

Exhibits

Exhibit A: Draft Ordinance No. 2022-21

Exhibit B: Public Input

Exhibit C: Pacaso Presentation from May 25, 2022

Exhibit D: Amendment Background Information

Exhibit E: Fractional Ownership Zoning Map

Ordinance No. 2022-21

AN ORDINANCE AMENDING LAND MANAGEMENT CODE SECTIONS 15-2.5-2 HISTORIC RECREATION COMMERCIAL, 15-2.6-2 HISTORIC COMMERCIAL BUSINESS, 15-2.13-2 RESIDENTIAL DEVELOPMENT, 15-2.14-2 RESIDENTIAL DEVELOPMENT – MEDIUM DENSITY, 15-2.16-2 RECREATION COMMERCIAL, 15-2.17-2 REGIONAL COMMERCIAL OVERLAY, AND 15-2.18-2 GENERAL COMMERCIAL TO ALLOW “DWELLING UNIT, FRACTIONAL USE” WITH AN ADMINISTRATIVE PERMIT, ENACTING SECTION 15-4-23, DWELLING UNIT, FRACTIONAL USE TO ESTABLISH STANDARDS, AND AMENDING SECTION 15-15-1 DEFINITIONS TO DEFINE “DWELLING UNIT, FRACTIONAL USE”

WHEREAS, companies offering fractional ownership—a mechanism establishing ownership of vacation properties in the form of a 1/2 to 1/8 or lesser share—have started selling “fractions” of Dwellings Units as vacation properties in Park City, including within primary residential neighborhoods;

WHEREAS, *Sense of Community* is one of the core values in the Park City General Plan, Goal 7 of the General Plan is to create a diversity of primary housing opportunities to address the changing needs of residents, and Objective 7B of the General Plan is to focus efforts for diversity of primary housing stock within primary residential neighborhoods to maintain majority occupants by full-time residents within these neighborhoods;

WHEREAS, Goal 8 of the General Plan is to increase affordable housing opportunities and associated services for the workforce of Park City, and Objective 8C of the General Plan is to increase housing ownership opportunities for workforce within primary residential neighborhoods;

WHEREAS, the General Plan acknowledges neighborhoods where secondary homeownership is appropriate and support the City’s resort economy like those neighborhoods near the resorts;

WHEREAS, the General Plan identifies the need to protect and incentivize primary homeownership in Old Town and states “it is essential that Parkites be located in the heart of the City;”

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City’s resort-based economy, and to protect or promote moderate income housing;

WHEREAS, to protect primary residential neighborhoods while allowing for Fractional Use near the resort bases and in those Zoning Districts that allow Timeshares and Private Residence Clubs, the Land Management Code amendments define Dwelling Unit, Fractional Use and establish them as a Conditional Use requiring an Administrative Permit in the Historic Recreation Commercial, Historic Commercial Business, Residential Development, Residential Development – Medium Density, Recreation Commercial, Regional Commercial Overlay, and General Commercial Zoning Districts with specific standards, and require a Business License for companies that sell and manage Fractional Use of Dwelling Units;

WHEREAS, many zoning districts and subdivision Covenants, Conditions and Restrictions (CCRs) restrict or prohibit further subdivision, or timeshare of existing residences/lots, as well as restricting transient occupancy and nightly rental. The new business models of fractional ownerships using LLCs as a single owner, but selling separate fractional shares or interests circumvent these existing definitions and prohibitions.;

WHEREAS, the Planning Commission conducted a duly noticed work session on May 11, 2022, and a duly noticed public hearing on May 25, 2022, and forwarded a positive recommendation, with amendments, to the City Council;

WHEREAS, the City Council conducted a duly noticed public hearing on June 23, 2022, and continued the discussion to October 6, 2022;

WHEREAS, the City Council conducted a duly noticed public hearing on October 6, 2022, and continued the discussion to October 27, 2022;

WHEREAS, the City Council conducted a duly noticed public hearing on October 27, 2022; and

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

SECTION 1. FINDINGS. The analysis sections of the staff reports of May 11, 2022, June 23, 2022, October 6, 2022 and October 27, 2022 are incorporated herein. The recitals above are incorporated herein as findings of fact.

SECTION 2. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code § 15-2.5-2 *Historic Recreation Commercial*, § 15-2.6-2 *Historic Commercial Business*, § 15-2.13-2 *Residential Development*, § 15-2.14-2 *Residential Development – Medium Density*, § 15-2.16-2 *Recreation Commercial*, § 15-2.17-2 *Regional Commercial*

Overlay, § 15-2.18-2 General Commercial, and § 15-15-1 Definitions, are hereby amended as outlined in Attachment 1.

SECTION 2. ENACT MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE
SECTION 15-4-23. Municipal Code of Park City Section 15-4-23 is enacted as outlined in Attachment 1.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 27th day of October 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment 1

15-2.5-2 Uses

Uses in the HRC are limited to the following:

A. ALLOWED USES.¹⁰

1. Single Family Dwelling⁵
2. Duplex Dwelling⁵
3. Secondary Living Quarters⁵
4. Lockout Unit^{1,5}
5. Accessory Apartment^{2,5}
6. Nightly Rental⁵
7. Home Occupation⁵
8. Child Care, In-Home Babysitting
9. Child Care, Family³
10. Child Care, Family Group³
11. Child Care Center³
12. Accessory Building and Use
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn^{4,5}
16. Boarding House, hostel⁵
17. Hotel, Minor, fewer than sixteen (16) rooms⁵
18. Office, General⁵
19. Parking Area or Structure, with four (4) or fewer spaces⁵

24 20. Food Truck Location¹¹

25 B. **CONDITIONAL USES.**^{9, 10}

26 1. Triplex Dwelling⁵

27 2. Multi-Unit Dwelling⁵

28 3. Guest House, on Lots one (1) acre⁵

29 4. Group Care Facility⁵

30 5. Public and Quasi-Public institution, church, or school

31 6. Essential Municipal public utility Use, facility, service, and Structure

32 7. Telecommunication Antenna⁶

33 8. Satellite dish, greater than thirty-nine inches (39") in diameter⁷

34 9. Plant and Nursery stock products and sales

35 10. Hotel, Major⁵

36 11. Timeshare Projects and Conversions⁵

37 12. Private Residence Club Project and Conversion^{4,5}

38 13. Office, Intensive⁵

39 14. Office and clinic, Medical⁵

40 15. Financial institution, without drive-up window⁸

41 16. Commercial Retail and Service, Minor⁸

42 17. Commercial Retail and Service, Personal Improvement⁸

43 18. Neighborhood Convenience Commercial, without gasoline sales

44 19. Café or Deli⁸

45 20. Restaurant, General⁸

46 21. Restaurant and Café, outdoor dining⁴

- 47 22. Outdoor Events and Uses⁴
- 48 23. Bar
- 49 24. Parking Area or Structure, with five (5) or more spaces⁵
- 50 25. Temporary Improvement⁴
- 51 26. Passenger Tramway station and ski base facility
- 52 27. Ski tow, ski lift, ski run, and ski bridge
- 53 28. Recreation Facility, Commercial, Public, and Private¹²
- 54 29. Entertainment Facility, Indoor
- 55 30. Fences greater than six feet (6') in height from Final Grade⁴
- 56 31. Private Residence Club, Off-Site⁵
- 57 32. Private Event Facility⁵
- 58 33. Dwelling Unit, Fractional Use¹³

59 C. **PROHIBITED USES**. Unless otherwise allowed herein, any Use not listed above

60 as an Allowed or Conditional Use is a prohibited Use.

61 ¹Nightly rental of Lockout Units requires a Conditional Use permit.

62 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

63 ³See Section 15-4-9, Child Care And Child Care Facilities.

64 ⁴Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

65 ⁵Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue,

66 excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC

67 Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the

68 plaza side storefronts), 780 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street,

69 890 Main Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within

70 Storefront Property; however access, circulation, and lobby areas are permitted within Storefront

71 Property.

⁶See Section 15-4-14, Telecommunication Facilities.

⁷See Section 15-4-13, Placement Of Satellite Receiving Antennas.

⁸If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed Use.

⁹No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

¹⁰Within the HRC Zoning District, no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties.

¹¹The Planning Director, or his or her designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

¹²See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

¹³Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

HISTORY

Adopted by Ord. [00-51](#) on 9/21/2000

Amended by Ord. [04-39](#) on 3/18/2004

Amended by Ord. [06-69](#) on 10/19/2006

Amended by Ord. [07-55](#) on 8/30/2007

Amended by Ord. [09-10](#) on 3/5/2009

Amended by Ord. [12-37](#) on 12/20/2012

Amended by Ord. [16-02](#) on 1/7/2016

Amended by Ord. [2017-45](#) on 8/17/2017

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2020-36](#) on 7/30/2020

Amended by Ord. [2020-42](#) on 9/17/2020

Amended by Ord. [2021-51](#) on 12/16/2021

15-2.6-2 Uses

Uses in the Historic Commercial Business (HCB) District are limited to the following:

A. ALLOWED USES.¹¹

1. Single Family Dwelling¹
2. Multi-Unit Dwelling¹
3. Secondary Living Quarters¹
4. Lockout Unit^{1,2}
5. Accessory Apartment^{1,3}
6. Nightly Rental⁴
7. Home Occupation¹
8. Child Care, In-Home Babysitting¹
9. Child Care, Family^{1,5}
10. Child Care, Family Group^{1,5}
11. Child Care Center^{1,5}
12. Accessory Building and Use¹
13. Conservation Activity
14. Agriculture
15. Bed and Breakfast Inn^{1, 6}
16. Boarding House, hostel¹
17. Hotel, Minor, fewer than 16 rooms¹
18. Office, General¹
19. Office, Moderate Intensive¹
20. Office and clinic, Medical¹

- 120 21. Financial institution, without drive-up window
- 121 22. Commercial Retail and Service, Minor
- 122 23. Commercial Retail and Service, Personal Improvement
- 123 24. Commercial Neighborhood Convenience, without gasoline sales
- 124 25. Restaurant, Cafe or Deli
- 125 26. Restaurant, General
- 126 27. Bar
- 127 28. Parking Lot, Public or Private with four (4) or fewer spaces
- 128 29. Entertainment Facility, Indoor
- 129 30. Salt Lake City 2002 Winter Olympic Games Legacy Displays⁷
- 130 31. Temporary winter Balcony enclosures
- 131 32. Food Truck Location¹²

132 B. **CONDITIONAL USES**.^{10, 11}

- 133 1. Group Care Facility¹
- 134 2. Public and Quasi-Public institution, church, or school
- 135 3. Essential municipal public utility Use, facility, service, and Structure
- 136 4. Telecommunication Antenna⁸
- 137 5. Satellite dish, greater than thirty-nine inches (39") in diameter⁹
- 138 6. Plant and Nursery stock products and sales
- 139 7. Hotel, Major¹
- 140 8. Timeshare Projects and Conversions¹
- 141 9. Timeshare Sales Office, Off-Site within an enclosed Building¹
- 142 10. Private Residence Club Project and Conversion^{1,6}

- 143 11. Commercial Retail and Service, Major
- 144 12. Office, Intensive¹
- 145 13. Restaurant, outdoor dining⁶
- 146 14. Outdoor Events and Uses⁶
- 147 15. Hospital, Limited Care Facility¹
- 148 16. Parking Area or Structure for five (5) or more cars¹
- 149 17. Temporary Improvement⁶
- 150 18. Passenger Tramway station and ski base facility
- 151 19. Ski tow, ski lift, ski run, and ski bridge
- 152 20. Recreation Facility, Public
- 153 21. Recreation Facility, Private¹³
- 154 22. Recreation Facility, Commercial
- 155 23. Fences greater than six feet (6') in height from Final Grade⁶
- 156 24. Private Residence Club, Off-Site¹
- 157 25. Private Event Facility¹
- 158 26. Dwelling Unit, Fractional Use¹⁴

159 C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use

160 is a prohibited Use.

161 ¹Prohibited in HCB Zoned Storefront Property adjacent to Main Street, Heber Avenue, Grant Avenue, and

162 Swede Alley. Hotel rooms shall not be located within Storefront Property; however access, circulation and

163 lobby areas are permitted within Storefront Property.

164 ²Nightly Rental of Lock Units requires a Conditional Use permit.

165 ³Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

166 ⁴Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses.

167 ⁵See Section 15-4-9, Child Care And Child Care Facilities.

168 ⁶Requires an Administrative or Administrative Conditional Use permit.

169 ⁷Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

170 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

171 on the original Property set forth in the services Agreement and/or Master Festival License. Requires an

172 Administrative Permit.

173 ⁸See Section 15-4-14, Telecommunication Facilities.

174 ⁹See Section 15-4-13, Placement Of Satellite Receiving Antennas.

175 ¹⁰No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are

176 permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah

177 Code 32B-1-202, to obtain a liquor license.

178 ¹¹Within the HCB Zoning District, no more than seventeen (17) Conventional Chain Businesses are

179 permitted in Storefront Properties.

180 ¹²The Planning Director or his or her designee shall, upon finding a Food Truck Location in compliance

181 with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

182 ¹³See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

183 ¹⁴Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

184 HISTORY

185 *Adopted by Ord. [00-51](#) on 9/21/2000*

186 *Amended by Ord. [02-38](#) on 9/12/2002*

187 *Amended by Ord. [04-39](#) on 3/18/2004*

188 *Amended by Ord. [06-69](#) on 10/19/2006*

189 *Amended by Ord. [07-55](#) on 8/30/2007*

190 *Amended by Ord. [09-10](#) on 3/5/2009*

191 *Amended by Ord. [12-37](#) on 12/20/2012*

192 *Amended by Ord. [16-02](#) on 1/7/2016*

193 *Amended by Ord. [16-01](#) on 1/7/2016*

194 Amended by Ord. [2017-45](#) on 8/17/2017
195 Amended by Ord. [2018-55](#) on 10/23/2018
196 Amended by Ord. [2020-36](#) on 7/30/2020
197 Amended by Ord. [2020-42](#) on 9/17/2020
198 Amended by Ord. [2021-51](#) on 12/16/2021

199 **15-2.13-2 Uses**

200 Uses in the RD District are limited to the following:

201 A. **ALLOWED USES.**

- 202 1. Single-Family Dwelling
- 203 2. Duplex Dwelling
- 204 3. Secondary Living Quarters
- 205 4. Lockout Unit¹
- 206 5. Accessory Apartment²
- 207 6. Nightly Rental³
- 208 7. Home Occupation
- 209 8. Child Care, In-Home Babysitting⁴
- 210 9. Child Care, Family⁴
- 211 10. Child Care, Family Group⁴
- 212 11. Accessory Building and Use
- 213 12. Conservation Activity Agriculture
- 214 13. Parking Area or Structure with four (4) or fewer spaces
- 215 14. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 216 15. Food Truck Location¹⁶

217	16. Internal Accessory Dwelling Unit ¹⁷
218	B. <u>CONDITIONAL USES.</u>
219	1. Triplex Dwelling ⁶
220	2. Multi-Unit Dwelling ⁶
221	3. Guest House
222	4. Group Care Facility
223	5. Child Care Center ⁴
224	6. Public and Quasi-Public Institution, Church, and School
225	7. Essential Municipal Public Utility Use, Facility, Service, and Structure
226	8. Telecommunication Antenna ⁷
227	9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter ⁸
228	10. Raising, grazing of horses
229	11. Cemetery
230	12. Bed and Breakfast Inn
231	13. Hotel, Minor ⁶
232	14. Hotel, Major ⁶
233	15. Private Residence Club Project and Conversion ¹⁰
234	16. Office, General ^{6,9}
235	17. Office, Moderate Intensive ^{6,9}
236	18. Office, Medical ^{6,9}
237	19. Financial Institution without drive-up window ^{6,9}
238	20. Commercial Retail and Service, Minor ^{6,9}
239	21. Commercial Retail and Service, personal improvement ^{6,9}

240	22. Commercial, Resort Support ^{6,9}
241	23. Café or Deli ^{6,9}
242	24. Restaurant, Standard ^{6,9}
243	25. Restaurant, Outdoor Dining ¹⁰
244	26. Outdoor Event ¹⁰
245	27. Bar ^{6,9}
246	28. Hospital, Limited Care Facility ^{6,9}
247	29. Parking Area or Structure with five (5) or more spaces
248	30. Temporary Improvement ¹⁰
249	31. Passenger Tramway Station and Ski Base Facility ¹¹
250	32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge ¹¹
251	33. Recreation Facility, Public
252	34. Recreation Facility, Commercial ⁶
253	35. Recreation Facility, Private ¹⁸
254	36. Entertainment Facility, Indoor ^{6,9}
255	37. Commercial Stables, Riding Academy ¹²
256	38. Heliport ¹²
257	39. Vehicle Control Gate ¹³
258	40. Fences and walls greater than six feet (6') in height from Final Grade ¹⁰
259	41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays ¹⁴
260	42. Amenities Club
261	43. Club, Private Residence Off-Site ¹⁵
262	44. <u>Dwelling Unit, Fractional Use^{3,19}</u>

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly rental of Lockout Units requires a Conditional Use permit

²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly Rentals and Dwelling Unit, Fractional Use are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, and Hidden Oaks at Deer Valley Phases 2 and 3.

⁴See Section 15-4-9 Child Care and Child Care Facilities

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

⁶Subject to provisions of LMC Chapter 15-6, Master Planned Development

⁷See Section 15-4-14, Telecommunications Facilities

⁸See Section 15-4-13, Placement of Satellite Receiving Antennas

⁹Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

¹⁰Requires an Administrative Conditional Use permit.

¹¹As part of an approved Ski Area Master Plan. See Section 15-4-18 Passenger Tramways and Ski Base Facilities.

¹²Omitted.

¹³See Section 15-4-19, Review Criteria For Control Vehicle Gates.

¹⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁵Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit.

Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more

291 units with approved Support Commercial space. A Parking Plan shall be submitted to determine site
292 specific parking requirements.

293 ¹⁶The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with
294 Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

295 ¹⁷See Section 15-4-7.1, Internal Accessory Dwelling Units.

296 ¹⁸See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

297 ¹⁹[Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.](#)

298 HISTORY

299 *Adopted by Ord. [00-51](#) on 9/21/2000*

300 *Amended by Ord. [02-38](#) on 9/12/2002*

301 *Amended by Ord. [04-08](#) on 3/4/2004*

302 *Amended by Ord. [05-39](#) on 6/30/2005*

303 *Amended by Ord. [06-76](#) on 11/9/2006*

304 *Amended by Ord. [11-05](#) on 1/27/2011*

305 *Amended by Ord. [14-35](#) on 6/26/2014*

306 *Amended by Ord. [2018-23](#) on 5/17/2018*

307 *Amended by Ord. [2018-55](#) on 10/23/2018*

308 *Amended by Ord. [2020-38](#) on 7/30/2020*

309 *Amended by Ord. [2020-45](#) on 10/1/2020*

310 *Amended by Ord. [2021-16](#) on 4/15/2021*

311 *Amended by Ord. [2021-38](#) on 9/23/2021*

312 *Amended by Ord. [2021-52](#) on 12/16/2021*

313 *Amended by Ord. [2021-51](#) on 12/16/2021*

314 **15-2.14-2 Uses**

315 Uses in the RDM District are limited to the following:

316 A. **ALLOWED USES.**

- 317 1. Single Family Dwelling
- 318 2. Duplex Dwelling
- 319 3. Triplex Dwelling
- 320 4. Secondary Living Quarters
- 321 5. Lockout Unit¹
- 322 6. Accessory Apartment²
- 323 7. Nightly Rental³
- 324 8. Home Occupation
- 325 9. Child Care, In Home Babysitting⁴
- 326 10. Child Care, Family⁴
- 327 11. Child Care, Family Group⁴
- 328 12. Accessory Building and Use
- 329 13. Conservation Activity
- 330 14. Agriculture
- 331 15. Parking Area or Structure with four (4) or fewer spaces
- 332 16. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 333 17. Food Truck Location¹⁴
- 334 18. Internal Accessory Dwelling Unit¹⁵

335 B. **CONDITIONAL USES.**

- 336 1. Multi Unit Dwelling⁶
- 337 2. Guest House
- 338 3. Group Care Facility

339	4. Child Care Center
340	5. Public and Quasi Public Institution, Church, and School
341	6. Essential Municipal Public Utility Use, Facility, Service, and Structure
342	7. Telecommunication Antenna ⁷
343	8. Satellite Dish, greater than thirty nine inches (39") in diameter ⁸
344	9. Raising grazing of horses
345	10. Cemetery
346	11. Bed and Breakfast Inn
347	12. Boarding House, Hotel
348	13. Hotel, Minor ⁶
349	14. Hotel, Major ⁶
350	15. Private Residence Club Project and Conversion ¹¹
351	16. Office, General ⁶
352	17. Office, Moderate Intensive ^{6,9}
353	18. Office and Clinic, Medical ^{6,10}
354	19. Financial Institution, without drive up window ^{6,10}
355	20. Commercial Retail and Service, Minor ^{6,10}
356	21. Commercial Retail and Service, personal improvement ^{6,10}
357	22. Commercial, Resort Support ^{6,10}
358	23. Cafe or Deli ^{6,10}
359	24. Restaurant, Standard ^{6,10}
360	25. Restaurant, Outdoor Dining ¹¹
361	26. Outdoor Event ¹¹

- 362 27. Bar^{6,10}
- 363 28. Hospital, Limited Care Facility^{6,9}
- 364 29. Parking Area or Structure with five (5) or fewer spaces
- 365 30. Temporary Improvement¹¹
- 366 31. Passenger Tramway Station and Ski Base Facility¹²
- 367 32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge¹²
- 368 33. Recreation Facility, Public
- 369 34. Recreation Facility, Commercial⁶
- 370 35. Recreation Facility, Private¹⁶
- 371 36. Entertainment Facility, Indoor^{6,9}
- 372 37. Commercial Stables, Riding Academy^{6,10}
- 373 38. Fences greater than six feet (6') in height from Final Grade
- 374 39. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹³
- 375 40. Dwelling Unit, Fractional Use¹⁷

376 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

377 is a prohibited Use.

378 ¹Nightly Rental of Lockout Units requires a Conditional Use permit.

379 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

380 ³Nightly Rentals do not include the Use of Dwellings for Commercial Use.

381 ⁴See Section 15-4-9, Child Care and Child Care Facilities

382 ⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

383 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

384 on the original Property set forth in the services agreement and/or Master Festival License

385 ⁶Subject to Master Planned Development approval. See Chapter 15-6.

386 ⁷See Section 15-4-14, Telecommunication Facilities.

⁸See Section 15-4-13, Placement of Satellite Receiving Antennas.

⁹General Offices are only permitted with an approved Master Planned Development and may only be approved as the redevelopment of an existing Building or Property. In addition to meeting the necessary criteria in the Chapter 15-6 Master Planned Developments, the Planning Commission must find that: a) the redevelopment of an existing Building or Property to a General Office use will substantially advance the objectives of Economic Element of the General Plan or other more specific neighborhood plans; b) it has minimized/eliminated any potential detrimental impact on the resort and/or resort-residential character of the RDM District and the Frontage Protection Zone through careful planning and conditions of approval; c) it will not result in an intensification of use incompatible with neighboring developments; and d) it will not result in substantial increase in the existing trip generations for services and deliveries.

¹⁰Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Development.

¹¹Requires an administrative Conditional Use permit.

¹²As part of an approved Ski Area Master Plan. See Section 15-4-18, Passenger Tramways and Ski Base Facilities

¹³Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

¹⁴The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

¹⁵See Section 15-4-7.1, Internal Accessory Dwelling Units.

¹⁶See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

¹⁷ Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

HISTORY

Adopted by Ord. [00-51](#) on 9/21/2000

Amended by Ord. [02-24](#) on 6/27/2002

415 Amended by Ord. [02-38](#) on 9/12/2002
416 Amended by Ord. [04-39](#) on 3/18/2004
417 Amended by Ord. [06-76](#) on 11/9/2006
418 Amended by Ord. [2018-55](#) on 10/23/2018
419 Amended by Ord. [2018-55](#) on 10/23/2018
420 Amended by Ord. [2020-45](#) on 10/1/2020
421 Amended by Ord. [2021-38](#) on 9/23/2021
422 Amended by Ord. [2021-51](#) on 12/16/2021

423 **15-2.16-2 Uses**

424 Uses in the RC District are limited to the following:

425 A. **ALLOWED USES.**

- 426 1. Single Family Dwelling
- 427 2. Duplex Dwelling
- 428 3. Triplex Dwelling
- 429 4. Secondary Living Quarters
- 430 5. Lockout Unit¹
- 431 6. Accessory Apartment²
- 432 7. Nightly Rental³
- 433 8. Home Occupation
- 434 9. Child Care, In-Home Babysitting⁴
- 435 10. Child Care, Family⁴
- 436 11. Child Care, Family Group⁴
- 437 12. Child Care Center⁴

- 438 13. Accessory Building and Use
- 439 14. Conservation Activity
- 440 15. Agriculture
- 441 16. Bed and Breakfast Inn
- 442 17. Boarding House, Hostel
- 443 18. Hotel, Minor
- 444 19. Parking Area or Structure with four (4) or fewer spaces
- 445 20. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁵
- 446 21. Food Truck Location¹²
- 447 B. **CONDITIONAL USES.**
- 448 1. Multi-Unit Dwelling
- 449 2. Group Care Facility
- 450 3. Public and Quasi-Public institution, church, and school
- 451 4. Essential municipal and public utility Use, facility, service, and Structure
- 452 5. Telecommunications Antenna⁶
- 453 6. Satellite dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 454 7. Raising, grazing of horses
- 455 8. Cemetery
- 456 9. Hotel, Major
- 457 10. Timeshare Project and Conversion
- 458 11. Timeshare Sales Office
- 459 12. Private Residence Club Project and Conversion⁹
- 460 13. Office, General⁸

461	14. Office, Moderate ⁸
462	15. Office and clinic, Medical ⁸
463	16. Financial institution without drive-up window ⁸
464	17. Minor Retail and Service Commercial ⁸
465	18. Retail and Service Commercial, Personal Improvement ⁸
466	19. Transportation Service ⁸
467	20. Neighborhood Market, without gasoline sales ⁸
468	21. Café or Deli ⁸
469	22. Restaurant, General ⁸
470	23. Restaurant, outdoor dining ^{8,9}
471	24. Bar ⁸
472	25. Hospital, Limited Care Facility ⁸
473	26. Parking Area or Structure with five (5) or more spaces
474	27. Temporary Improvement ⁹
475	28. Passenger Tramway station and ski base facility ¹⁰
476	29. Ski tow rope, ski lift, ski run, and ski bridge ¹⁰
477	30. Outdoor Events and Uses ⁹
478	31. Recreation Facility, Public and Private ^{8, 13}
479	32. Recreation Facility, Commercial ⁸
480	33. Entertainment Facility, Indoor ⁸
481	34. Commercial Riding Stable(s), riding academy ⁸
482	35. Heliport ⁸
483	36. Amenities Club

37. Club, Private Residence Off-Site¹¹

38. Dwelling Unit, Fractional Use¹⁴

C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

¹Nightly Rental of Lockout Units requires a Conditional Use permit

²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

³Nightly Rentals do not include the Use of dwellings for Commercial Uses

⁴See Section 15-4-9, Child Care And Child Care Facilities

⁵Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License. Requires an Administrative Permit.

⁶See Section 15-4-14, Telecommunication Facilities

⁷See Section 15-4-13, Placement Of Satellite Receiving Antennas

⁸As support Use to primary Development or Use, subject to provisions of LMC Chapter 15-6, Master Planned Developments

⁹Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4

¹⁰As part of an approved Ski Area Master Plan

¹¹Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or Developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

¹²The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

¹³See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

¹⁴ Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

510 HISTORY

511 *Adopted by Ord. [00-51](#) on 9/21/2000*

512 *Amended by Ord. [02-38](#) on 9/12/2002*

513 *Amended by Ord. [04-39](#) on 3/18/2004*

514 *Amended by Ord. [06-76](#) on 11/9/2006*

515 *Amended by Ord. [09-10](#) on 3/5/2009*

516 *Amended by Ord. [11-05](#) on 1/27/2011*

517 *Amended by Ord. [15-35](#) on 10/12/2015*

518 *Amended by Ord. [2018-23](#) on 5/17/2018*

519 *Amended by Ord. [2018-55](#) on 10/23/2018*

520 *Amended by Ord. [2020-36](#) on 7/30/2020*

521 *Amended by Ord. [2020-45](#) on 10/1/2020*

522 *Amended by Ord. [2021-51](#) on 12/16/2021*

523 **15-2.17-2 Uses**

524 Uses in the RCO District are limited to the following:

525 A. **ALLOWED USES.**

526 1. Secondary Living Quarters

527 2. Lockout Unit¹

528 3. Accessory Apartment²

529 4. Nightly Rental

530 5. Home Occupation

531 6. Child Care, In-Home Babysitting³

532 7. Child Care, Family³

- 533 8. Child Care, Family Group³
- 534 9. Accessory Building and Use
- 535 10. Conservation Activity
- 536 11. Agriculture
- 537 12. Parking Area or Structure with four (4) or fewer spaces
- 538 13. Recreation Facility, Private¹²
- 539 14. Allowed Uses in the Underlying Zoning District
- 540 15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays⁴
- 541 16. Food Truck Location¹¹

542 B. **CONDITIONAL USES.**

- 543 1. Multi-Unit Dwelling⁵
- 544 2. Group Care Facility⁵
- 545 3. Child Care Center^{3,5}
- 546 4. Public and Quasi-Public Institution, Church and School⁵
- 547 5. Essential Municipal Public Utility Use, Facility, Service, and Structure⁵
- 548 6. Telecommunication Antenna⁶
- 549 7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁷
- 550 8. Plant and Nursery stock products and sales⁵
- 551 9. Bed and Breakfast Inn⁵
- 552 10. Boarding House, Hostel⁵
- 553 11. Hotel, Minor⁵
- 554 12. Hotel, Major⁵
- 555 13. Private Residence Club Project and Conversion⁹

556	14. Timeshare Sales Office, off-site ⁵
557	15. Office, General ⁵
558	16. Office, Moderate Intensive ⁵
559	17. Office, Intensive ⁵
560	18. Office and Clinic, Medical ⁵
561	19. Financial Institution, with and without drive-up window ^{5,8}
562	20. Retail and Service Commercial, Minor ⁵
563	21. Retail and Service Commercial, personal improvement ⁵
564	22. Retail and Service Commercial, Major ⁵
565	23. Transportation Service ⁵
566	24. Retail Drive-Up Window ⁸
567	25. Neighborhood Convenience Commercial ⁵
568	26. Commercial, Resort Support ⁵
569	27. Gasoline Service Station ⁵
570	28. Cafe, Deli ⁵
571	29. Restaurant, General ⁵
572	30. Restaurant, Outdoor Dining ⁹
573	31. Outdoor Event ⁹
574	32. Restaurant, Drive-up window ⁸
575	33. Bar ⁵
576	34. Hospital, Limited Care Facility ⁵
577	35. Hospital, General ⁵
578	36. Parking Area or Garage with five (5) or more spaces ⁸

- 579 37. Temporary Improvement⁹
- 580 38. Passenger Tramway Station and Ski Base Facility⁵
- 581 39. Ski tow rope, ski lift, ski run, and ski bridge⁵
- 582 40. Recreation Facility, Public⁵
- 583 41. Recreation Facility, Commercial⁵
- 584 42. Entertainment, Indoor⁵
- 585 43. Heliport⁵
- 586 44. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays¹⁰
- 587 45. Dwelling Unit, Fractional Use¹³

588 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use

589 is a prohibited Use.

590 ¹Nightly Rental of Lockout Units requires a Conditional Use permit.

591 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

592 ³See Section 15-4-9, Child Care and Child Care Facilities.

593 ⁴Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

594 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

595 on the original Property set forth in the services agreement and/or Master Festival License.

596 ⁵Subject to Master Planned Development approval. See Chapter 15-6.

597 ⁶See Section 15-4-14, Telecommunication Facilities.

598 ⁷See Section 15-4-13, Placement of Satellite Receiving Antennas.

599 ⁸See Section 15-2.18-5 criteria for drive-up windows.

600 ⁹Requires an administrative Conditional Use permit.

601 ¹⁰Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City

602 Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

603 in an Area other than the original location set forth in the services agreement and/or Master Festival

604 License.

¹¹The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

¹²See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

¹³Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

HISTORY

Adopted by Ord. [00-51](#) on 9/21/2000

Amended by Ord. [02-38](#) on 9/12/2002

Amended by Ord. [04-39](#) on 9/23/2004

Amended by Ord. [06-76](#) on 11/9/2006

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2018-55](#) on 10/23/2018

Amended by Ord. [2020-45](#) on 10/1/2020

Amended by Ord. [2021-51](#) on 12/16/2021

15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. **ALLOWED USES.**

1. Secondary Living Quarters
2. Lockout Unit¹
3. Accessory Apartment²
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting³
7. Child Care, Family³

629	8. Child Care, Family Group ³
630	9. Child Care Center ³
631	10. Accessory Building and Use
632	11. Conservation Activity
633	12. Agriculture
634	13. Plant and Nursery Stock production and sales
635	14. Bed and Breakfast Inn
636	15. Boarding House, Hostel
637	16. Hotel, Minor
638	17. Hotel, Major
639	18. Office, General
640	19. Office, Moderate Intensive
641	20. Office, Intensive
642	21. Office and Clinic, Medical and Veterinary Clinic
643	22. Financial Institution without a drive-up window
644	23. Commercial, Resort Support
645	24. Retail and Service Commercial, Minor
646	25. Retail and Service Commercial, Personal Improvement
647	26. Retail and Service Commercial, Major
648	27. Cafe or Deli
649	28. Restaurant, General
650	29. Hospital, Limited Care Facility
651	30. Parking Area or Structure with four (4) or fewer spaces

652 31. Parking Area or Structure with five (5) or more spaces

653 32. Food Truck Location¹⁰

654 B. **CONDITIONAL USES.**

655 1. Single Family Dwelling

656 2. Duplex Dwelling

657 3. Triplex Dwelling

658 4. Multi-Unit Dwelling

659 5. Group Care Facility

660 6. Public and Quasi-Public Institution, Church, and School

661 7. Essential Municipal Public Utility Use, Facility, Service, and Structure

662 8. Telecommunication Antenna⁴

663 9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter⁵

664 10. Timeshare Project and Conversion

665 11. Timeshare Sales Office, off-site within an enclosed Building

666 12. Private Residence Club Project and Conversion⁸

667 13. Financial Institution with a Drive-up Window⁶

668 14. Retail and Service Commercial with Outdoor Storage

669 15. Retail and Service Commercial, Auto Related

670 16. Transportation Service

671 17. Retail Drive-Up Window⁶

672 18. Gasoline Service Station

673 19. Restaurant and Cafe, Outdoor Dining⁷

674 20. Restaurant, Drive-up Window⁶

- 675 21. Outdoor Event⁷
- 676 22. Bar
- 677 23. Sexually Oriented Businesses⁸
- 678 24. Hospital, General
- 679 25. Light Industrial Manufacturing and Assembly
- 680 26. Temporary Improvement⁷
- 681 27. Passenger Tramway and Ski Base Facility
- 682 28. Ski tow rope, ski lift, ski run, and ski bridge
- 683 29. Commercial Parking Lot or Structure
- 684 30. Recreation Facility, Public
- 685 31. Recreation Facility, Commercial
- 686 32. Recreation Facility, Private⁹
- 687 33. Indoor Entertainment Facility
- 688 34. Heliport
- 689 35. Temporary Sales Trailer in conjunction with an active Building permit for
- 690 the Site.⁸
- 691 36. Fences greater than six feet (6') in height from Final Grade⁷
- 692 37. Household Pet, Boarding⁷
- 693 38. Household Pet, Daycare⁷
- 694 39. Household Pet, Grooming⁷
- 695 40. Dwelling Unit, Fractional Use¹¹
- 696 C. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use
- 697 is a prohibited Use.

698 ¹Nightly rental of Lockout Units requires Conditional Use permit.
699 ²Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.
700 ³See Section 15-4-9, Child Care and Child Care Facilities.
701 ⁴See Section 15-4-14, Telecommunication Facilities.
702 ⁵See Section 15-4-13, Placement of Satellite Receiving Antennas.
703 ⁶See Section 15-2.18-6 for Drive-Up Window review.
704 ⁷Requires an Administrative Conditional Use permit.
705 ⁸See Section 15-4-16 for additional criteria.
706 ⁹See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.
707 ¹⁰The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with
708 Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval
709 letter.
710 ¹¹Requires an Administrative Permit. See Section 15-4-23, Dwelling Unit, Fractional Use.

711 HISTORY

712 *Adopted by Ord. [00-51](#) on 9/21/2000*
713 *Amended by Ord. [04-39](#) on 9/23/2004*
714 *Amended by Ord. [06-76](#) on 11/9/2006*
715 *Amended by Ord. [14-57](#) on 11/20/2014*
716 *Amended by Ord. [2018-55](#) on 10/23/2018*
717 *Amended by Ord. [2018-55](#) on 10/23/2018*
718 *Amended by Ord. [2020-45](#) on 10/1/2020*
719 *Amended by Ord. [2021-51](#) on 12/16/2021*

720 **Section 15-4-23 Dwelling Unit, Fractional Use**

721 Planning staff shall evaluate the Fractional Use Applications, and shall find compliance
722 with the following:

723 A. The following are prohibited:

724 1. Nightly Rentals;

725 2. On-Street Parking;

726 3. Outdoor display of goods and merchandise;

727 4. Signs;

728 5. Commercial uses.

729 B. The Applicant submits a Management Plan describing the satisfactory level of
730 management and maintenance of the Dwelling Unit, Fractional Use that addresses the
731 following:

732 1. A designated responsible party that is a property management company,
733 realtor, lawyer, owner, or other individual, who resides within a one-hour drive
734 of the property, or, in the case of a company, has offices in Summit County,
735 Utah. The responsible party must be available by telephone, or otherwise,
736 twenty-four (24) hours per day, and must be able to respond to telephone
737 inquiries within twenty (20) minutes of the receipt of such inquiries. The
738 responsible party is also designated as the agent for receiving all official
739 communications.

740 2. Snow removal during winter months to a level that allows safe access to the
741 Dwelling Unit over the normal pedestrian access.

742 3. Snow removal service to off-street parking associated with the property to
743 ensure parking is available for owner use at all times.

744 4. Summer yard maintenance, including landscaping, weed control, and
745 irrigation to a level that is consistent with the level of landscaping and
746 maintenance on adjoining and nearby properties.

5. Structural maintenance to preserve substantial code compliance.
6. Routine upkeep, including painting and repair to a level that is consistent with the level of maintenance on adjoining or nearby properties.
7. Trash collection which ensures that trash cans are not left at the curb for any period in excess of 24 hours; the property must be kept free from accumulated garbage and refuse.
8. Noise and Occupancy Control – Property management and owners are responsible for regulating the occupancy of the property and noise created by occupants. Violation of the Noise Ordinance in Municipal Code of Park City Chapter 6-3, 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 property is grounds for revocation.
9. Information on the proposed Fractiona Use, including:
- a. A description of the method of management of the Fractional Use.
 - b. Any restrictions on the use or occupancy of the Dwelling Unit and property.
 - c. Any additional documentation the Applicant, City staff, or the Planning Commission deem reasonably necessary to evaluate the fractional ownership and use.
10. An active Business License for the fractional ownership company.

. . . .

Section 15-15-1 Definitions

....

DWELLING UNIT, FRACTIONAL USE. Any Dwelling Unit which is owned by an LC, LLC, Corporation, partnership, or other joint ownership structure in which unrelated persons or entities sell, purchase or otherwise for consideration create or acquire any divided property interest including co-ownership or fractional or divided estates, shares, or membership which are subject to, or subsequently bound by any agreement limiting interest holders' or their designees' right or functional ability to occupy or use the property to their respective interests or any other agreement which limits interest holders' or their designees' use of the property to fractional reservations through stay limitations of any duration. Other elements of Fractional Use include: co-ownership or fractional or divided estates, shares, or memberships which are openly advertised, marketed, or offered for sale and sold individually at separate times; centralized or professional management; reservation systems; maximum or minimum day limits on each interest holder's occupancy or use of the property; or management fees reflective of interval use or ownership, irrespective of whether the agreement may be cancelled individually or by any party. This definition shall not include non-commercial family, partnerships, associations, or trusts with divided interests or agreements in which the real estate is held and transferred within the family, partnership, association, or trust as opposed to sold on the free market for commercial purposes.

....

Thursday, January 6, 2022, 9:05 AM

Jo Janger

We live in 84060 and are opposed to this new form of ownership.

Also opposed to weekly rentals in private homes where it is not allowed due to HOA CCR's and legally zoned areas drawn up by the city. I have checked with them.

Thursday, January 6, 2022, 9:07 AM

Hello Rebecca,

I have lived in PC for 29 years. Instead of telling you all of the changes that are breaking my heart, I will keep this brief.

I am AGAINST fractional ownership of homes!

Jill Bond

Thursday, January 6, 2022, 9:28 AM

I oppose fractional ownership, as well. When I was doing some investigation for Prospector Park HOA, I discovered there was a house on Samuel Colt Court that had 52 separate owners. I don't know how that ownership was dissolved, but I'm guessing it was bankruptcy in the early 80's.

If there's anything I can do to help please let me know. I opposed short-term occupancy on all levels.

Sally Cousins Elliott

Thursday, January 6, 2022, 10:43 AM

Hi Rebecca,

I heard you are taking input about fractional ownership.

I am opposed to operations like Pacaso. By managing it like a business, it makes neighborhoods lose the essence. Our neighborhood is zoned as single family with no nightly rental. Also, by selling homes in fractions, it drives up the price of the home, inflating our already inflated real estate costs, driving more long term full time residents out of town as they can no longer afford in town.

I recognize fractional ownership exists within families and friends, but having a company run it, changes the dynamic.

Thank you.

Meredith Riley

Thursday, January 6, 2022, 3:09 PM

Rebecca:

I live in the Aerie Subdivision. The Aerie a single family neighborhood that is not zoned for nightly rental or time shares. Fractional ownership of houses is akin to time shares but cleverly structured under LLCs to avoid the technical determination of time share ownership. It essentially acts the same way as time shares and does not fit into a single family environment. It is my understanding that currently there are two fractional owned homes on The Aerie and a third is projected for this spring. All are being purchased and the shares sold by an entity known as Picasso. The Aerie has no HOA and has no way

to stop the erosion of our single family home subdivision thereby changing the nature of the entire neighborhood.

Park City has to find a way to stop this means of essentially putting in time shares into areas not otherwise zoned for time shares while doing so under the guise of an LLC. Obviously, ownership under an LLC is not the issue: rather, the issue is that the LLC is selling shares amounting to timeshares and thereby circumventing zoning laws. Please have the Park City legal department look into this and see if there is not a way to stop this "zoning violation" before more and more single family neighborhoods are lost. Thank you.

Evelyn Saunders

Thursday, January 6, 2022, 5:21 PM

Hi Rebecca,

I live in zip code 84060 and am opposed to building or converting residential property to fractional ownership.

Cheers

Susan C. Daniero

April 28, 2022, 12:18 PM

Kathleen Kahn submitted a new eComment.

Meeting: City Council

Please consider ways to disallow companies like Pacasa from selling fractional ownership in homes in neighborhoods that restrict nightly rentals. The newest home in Thaynes Canyon which sold to Pacasa is reselling to 8 buyers who are restricted to spending only 2 weeks consecutively at "their" home. This is the same as having a nightly rental, in my mind. I am advocating for deed restrictions in neighborhoods like Thaynes Canyon to prevent the further disintegration of neighborhoods. Thank you

Monday, May 9, 2022, 1:12 PM

Peter Nussbaum submitted a new eComment.

Meeting: Planning Commission

My family owns a home on Aerie Drive and also a not-yet-built lot. We strongly support limiting fractional ownership programs to areas that are already commercial or, more specifically, banning them from primarily residential areas such as Aerie. One fear we have is that fractional ownership may result in substantially more noise due to parties and the like and adversely impact the character of our community. In addition, we believe that Aerie should be included in the group of primarily residential zones as that is certainly an apt description of Aerie. Thanks. Peter Nussbaum

Monday, May 9, 2022, 10:58 AM

stephen beem submitted a new eComment.

Meeting: Planning Commission

Staff report is incomplete. Aerie Subdivision should be included. Why not? I sent a detailed email once before on this and can't tell if it went through. Please advise.

Stephen G. Beem, Attorney, 1527 Aerie Drive, Park City, Utah 84060

Monday, May 9, 2022, 2:23 PM

To the Planning Commission Members:

I have been a resident of Park City since 1978 and currently live at 1329 Aerie Dr, Park City, 84060 ("The Aerie".) I have lived at the same address since 1990. We built our home and raised a family in it. At the time we choose our lot to build our family home, we choose The Aerie because it was not in a commercial zone and was designated/zoned as single family residences. I was subsequently pleased when the City required rentals to be a minimum of 30 days in order to preserve the single family neighborhood feeling that many of us, on The Aerie, enjoy.

Unfortunately I believe our sense of a residential home neighborhood has been threatened by the purchase of two homes in The Aerie subdevelopment that are held under an LLC but are sold as fractional ownership. The Aerie has no HOA and, thus, no rules to prohibit fractional share ownership, thereby leaving us at the mercy of whatever entity wants to buy a home for sale and set it up under one owner name but multiple owners. We are in dire need of a prohibition from Park City on the fractional share ownership hiding under the guise of an LLC.

I live directly across from one of the two houses that is owned by an LLC and has fractional ownership and I will admit the idea of essentially "time share ownership"

under the guise of an LLC greatly bothers me. It certainly devalues a neighborhood feeling. I previously went, in person, to the city to discuss it with the zoning/planning department and was told there was nothing they could do. I also spoke to a city “ombudsman” (I don’t recall her technical title) and again was told there was really nothing that could be done. I am greatly encouraged that it now is being discussed and I totally support employing new regulations to address and ban this ownership business model. I know that the LLC is technically a single owner although it has fractional share members. Seems like a clever way to get around the single family designation that the Aerie enjoys. We, as a city, need to protect our family neighborhoods and do away with this charade of “single family ownership” that sells fractional shares. These owners have no real interest in the neighborhood-they come and go and treat it as a vacation unit. There is also no way to determine if the fractional share owners are sub-leasing some or all of their designated time to third parties who simply treat it as a rental, thereby circumventing the city’s prohibition on short term rentals in a single family residence neighborhood. Looks like it is an idea that will spread in Park City and the city should certainly be looking into controlling this business model before it creeps everywhere and our community loses its neighborhoods.. All of us on The Aerie bought into a single family neighborhood and I, for one, wish it to remain the neighborhood I bought into 32 years ago.

The last comment I wish to make is that in the list of neighborhoods set out by the planning commission that are impacted, it omits The Aerie. Please be sure to add us into that list of neighborhoods as we are already victims of the LLC/fractional ownership

scheme and we are a long standing single family neighborhood that equally needs the protection of your proposed draft ordinance.

Respectfully yours,

Evelyn Saunders

Monday, May 9, 2022, 10:10 PM

Hello Jessica,

I hope I am writing to the correct person. I want to weigh in on the city creating an amendment to limit fractional ownership of houses to areas in Park City that allow timeshares and nightly rentals. I live on the Aerie at 1566 Aerie Circle, and have with my husband and kids since 1995 when we built our house here. We strongly urge the city to include the Aerie in its residential only status. Many of us on the Aerie have lived here for decades, and the sale of houses to Pacaso with 8 separate owners significantly changes the neighborhoods. A house just up the street from us was sold to Pacaso this winter, 2022. With a wind storm we had just after Easter, the trash from this house blew all down our street with no one "living" there to pick it up. It was days before someone connected to Pacaso's cleaning detail to finish the clean-up that we neighbors did in their absence.

Please stop this selling of houses on the Aerie to fractional ownership. It has already started, and Pacaso is aggressively buying what houses they can. They offer a high buying price, which they pass on to up to 8 owners of the house. This is degrading our single home ownership and the feel of the neighborhoods we have been rightfully enjoying.

Please add the Aerie to the amendment to protect the Aerie as Primarily Residential Zoning to protect our “hood” from being taken over by Pacaso, which has run in to big problems in other parts of the country, and has been thrown out of Palm Springs for legal and tax issues. See StopPacasoNow.com.

Thank you for your consideration.

Our Best,

Susan Roth and Dick Roth

Tuesday, May 10, 2022, 8:20 AM

Craig Kipp submitted a new eComment.

Meeting: Planning Commission

1) I support the City’s efforts to restrict residential timeshares via Pacaso and other LLC’s. 2) This is a National issue. For more details, see the website StopPacasonow.com. City’s such as Palm Springs, Santa Barbara, Napa Valley and Sonoma have already implemented City/County wide restrictive ordinances. Please review their documents on this website. 3) I urge the City to be as restrictive as possible. So far, residential timeshares have been focused on higher end resort homes. But, Pacaso’s CEO has stated their next growth area is lower priced residential homes. Park City could potentially have 100’s of these timeshares.

Tuesday, May 10, 2022, 9:21 AM

James Brown III submitted a new eComment.

Meeting: Planning Commission

We strongly endorse the proposed amendment to the Land Management Code and would request a clarification that Aerie is included in the primarily residential Zoning District. Aerie is zoned single family and nightly rentals and timeshares are prohibited. Permitting further spread of fractional ownership to our neighborhood will create incompatible uses. Fractional ownership requires short stay/high turnover more akin to nightly rentals and timeshares, uses that are prohibited in Aerie. Permitting fractional ownership will permanently and negatively impact the current single family usage in Aerie and other similar neighborhoods. Jim Brown, 1252 Aerie Drive

Tuesday, May 10, 2022, 9:51 AM

Richard Kennedy submitted a new eComment.

Meeting: Planning Commission

We are both long term residents of The Aerie subdivision and even longer term in Park City itself, having both moved here in the 70s'. Like others we have seen many changes to our town and are striving to maintain what sense of community we have left in our neighborhoods. We do not believe that time share, or fractional ownership uses are compatible with primary resident neighborhoods. Therefore, we strongly encourage the change to the LMC to prohibit fractional ownership in primarily residential Zoning Districts. Of course, we would also like to see The Aerie included in the General Plan map of primarily residential Zoning Districts, it seems this map is based on 2010 data

and may be outdated. On a related issue, The Aerie is zoned residential and nightly rentals are prohibited. There is currently a home on the corner of Mellow Mountain Rd. and Eagle Way that is listed on VRBO for nightly rental - <https://www.vrbo.com/379307>. This matter was brought to the attention of code enforcement at Park City Municipal back in October of 2021, however it appears to still be used as nightly rental. Perhaps we could also do a better job of enforcing our current regulations. Sincerely, Richard and Catherine Kennedy 1542 Aerie Dr.

Tuesday, May 10, 2022, 9:21 AM

Paul Santacaterina submitted a new eComment.

Meeting: Planning Commission

I am a full time resident in the Aerie subdivision. I would recommend including Aerie as a primary residential neighborhood and I support restrictions on residential timeshares including fractional ownership within park city and residential neighborhoods

Sunday, May 22, 2022, 8:50 PM

Hi Rebecca,

A neighbor mentioned that I should reach out regarding a home in Thaynes ending up on a fractional ownership site. Just wanted to share my opinion that it feels like a bad idea for this to be allowed in primarily residential areas. Just wanted to voice my support to restrict this model to areas where nightly rentals are already allowed.

Thanks,

Chris Andrew

Sunday, May 22, 2022, 5:24 PM

Rebecca,

I am a long term resident of the Aerie subdivision. I am grateful that the planning commission has included us in the recommended ban of fractional ownership in our neighborhood. I do have one question for you. How does Park City plan enforce this rule? We are not supposed to see nightly rentals in our neighborhood but it appears no one can enforce the regulations. Thus, nightly rentals are ruining our neighborhood. So, I am concerned that even though there might be a regulation, there will be no enforcement. Thank you for considering my concerns.

Sincerely,

Catherine Kennedy

Sunday, May 22, 2022, 1:29 PM

Dear Rebecca,

This is just to voice my opinion that I would be against fractional ownerships in residential areas. This would definitely delete a neighborhood feeling in residential areas and as older person I find I rely very much on my neighbors for various things. It also has been very helpful I know to people with mental issues (especially during these

covid times) when loneliness can really strike and having a relationship with your neighbors is vital to ones well being.

Regards,

Diana Lapage

Sunday, May 22, 2022, 12:55 PM

To all concerned:

My husband and I are Thaynes Canyon residents, and have been for about 15 years.

I would like to provide input for consideration after reading through the PC Staff Report on the issue of fractional ownership.

We certainly agree with your recommendations that primarily full-time single family home residential areas identified in the PC General Plan should be protected from new forms of co-ownership, such as the Pacaso group has established. Fractional ownership properties should be limited to the same zoning districts as timeshare units and Private Residential Clubs are limited to. There are legitimate concerns by those of us who live in these quiet, smaller "real" neighborhoods regarding noise, street parking, increased traffic and lack of general regard for neighbors. The house on Thaynes Canyon Dr. that Pacaso recently purchased is large enough to accommodate 12 people or more at any given time. Picasso does not impose any restrictions on the number of people who can be staying there at any given time.

Although the individuals who purchase a co-ownership share in a Pacaso house can stay for a maximum of 2 weeks, they are also allowed to book a minimum of a 2 night stay. That creates a lot of in and out traffic, akin to a nightly rental property.

The Pacaso website carefully does not use the term fractional ownership to describe their "unique" ownership model, they use the term co-ownership. I also read online that they are seeking recognition from the Real Estate Standards Organization as a new asset type called "co-ownership." Perhaps a distinction without a difference, but since they are involved in legal disputes already with communities such as St. Helena, and Palm Springs, California, I would suggest that any amendments ultimately approved by the City Council are artfully drafted following input from other communities dealing with this issue.

Pacaso also has a Code of Conduct for owners; no large parties, noise curfew and avoid street parking as much as possible. Violations can be reported by neighbors. I only add this as an awareness that the bottom line is that this co-ownership model is akin to a timeshare or nightly rental, that is the real issue.

Thank you for your time,

Christine Decker

May 24, 2022

Re: Planning Commission

May 25, 2022 - Public Comment - Land Management Code Amendments Fractional Ownership of Single-Family Dwellings in Residential Zoning Districts

Dear Planning Commissioners Sarah Hall, John Kenworthy, John Phillips, Bill Johnson, Laura Suesser, Douglas Thimm, Christin Van Dine

c/o Park City Planning Commission

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

Subject: Fractional Ownership and Pacaso

I am writing to express my concerns regarding the proposed regulations of fractional ownership in Park City. The Pacaso homes are all purchased in an LLC like thousands and thousands of other homes in Park City. Restricting any LLC ownership in Park City would essentially devastate property rights. Plus, Pacaso prohibits any rentals whatsoever in the property. It is for personal use only and I have never heard of a single incident or problem with an owner I have one of these homes.

I am a member of the real estate industry and I strongly support Pacaso and their co-ownership model in Park City. There are nearly 10 million second homes in the U.S., and most sit empty 10-11 months a year. This underutilization is costly and wasteful. With Pacaso, buyers purchase the amount of ownership that fits their personal usage needs.

During a time of market shift, Pacaso's co-ownership model provides the real estate community with additional opportunities for owners, buyers and agents. It helps to keep

the real estate business afloat while inventory levels are at all-time lows. Co-ownership positively contributes to the sustainability and growth of our community.

The median Pacaso home is 6.9 times the price of the typical second home and 8.2 times the price of the typical year-round home. Through co-ownership, Pacaso concentrates demand for the most expensive homes in Park City, thereby shifting demand away from the median-priced market.

Pacaso owners make both a significant financial and emotional investment into the community. These owners return to their home time and time again and are committed to the well-being and prosperity of their neighborhood.

The typical Pacaso home generates an average of \$48,390 in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses. This increase in consumer spending generates additional tax revenue compared with the average second home.

I have personally worked with Pacaso buyers, and they are thrilled with their homes and with Pacaso's services. Their home is professionally managed and cared for throughout the year, ensuring the property stays in pristine condition.

Families and friends have been co-owning property for generations. Pacaso provides people with a professionally managed co-ownership experience that is not accessible through whole home ownership. If Park City decides to pass regulation limiting fractional ownership, then they are making second home ownership more difficult for current and future residents.

Thank you for your time and consideration.

Sincerely,

Thank you,

David Lawson

Global Real Estate Advisor

May 24th, 2022

Re: Planning Commission

May 25, 2022 - Public Comment - Land Management Code Amendments Fractional
Ownership of Single-Family Dwellings in Residential Zoning Districts

Dear Planning Commissioners Sarah Hall, John Kenworthy, John Phillips, Bill Johnson,
Laura Suesser, Douglas Thimm, Christin Van Dine

c/o Park City Planning Commission

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

Subject: Fractional Ownership and Pacaso

I am writing to express my concerns regarding the proposed regulations of fractional
ownership in Park City.

I am a member of the real estate industry and I strongly support Pacaso and their co-
ownership model in Park City. There are nearly 10 million second homes in the U.S.,

and most sit empty 10-11 months a year. This underutilization is costly and wasteful. With Pacaso, buyers purchase the amount of ownership that fits their personal usage needs.

During a time of market shift, Pacaso's co-ownership model provides the real estate community with additional opportunities for owners, buyers and agents. It helps to keep the real estate business afloat while inventory levels are at all-time lows. Co-ownership positively contributes to the sustainability and growth of our community.

The median Pacaso home is 6.9 times the price of the typical second home and 8.2 times the price of the typical year-round home. Through co-ownership, Pacaso concentrates demand for the most expensive homes in Park City, thereby shifting demand away from the median-priced market.

Pacaso owners make both a significant financial and emotional investment into the community. These owners return to their home time and time again and are committed to the well-being and prosperity of their neighborhood.

The typical Pacaso home generates an average of \$48,390 in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses. This increase in consumer spending generates additional tax revenue compared with the average second home.

I have personally worked with Pacaso buyers, and they are thrilled with their homes and with Pacaso's services. Their home is professionally managed and cared for throughout the year, ensuring the property stays in pristine condition.

Families and friends have been co-owning property for generations. Pacaso provides people with a professionally managed co-ownership experience that is not accessible through whole home ownership. If Park City decides to pass regulation limiting fractional ownership, then they are making second home ownership more difficult for current and future residents.

Thank you for your time and consideration.

Sincerely,

Bret Fields

May 24th, 2022

Re: Planning Commission

May 25, 2022 - Public Comment - Land Management Code Amendments Fractional Ownership of Single-Family Dwellings in Residential Zoning Districts

Dear Planning Commissioners Sarah Hall, John Kenworthy, John Phillips, Bill Johnson, Laura Suesser, Douglas Thimm, Christin Van Dine

c/o Park City Planning Commission

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

Subject: Fractional Ownership and Pacaso

I am writing to express my concerns regarding the draft ordinance amending Land Management Code to regulate fractional ownership in Park City.

I have been a member of the real estate industry in Park City for 15 years, and I strongly embrace Pacaso's co-ownership model. The practice of co-ownership of homes through LLCs has been done for generations in our community. Pacaso alleviates the burdens that coincide with owning a second home through their fully managed service.

Pacaso's experience and professionalism is a wonderful contribution to Park City. All of their homes are well kept maintaining the character of the community and prohibit the home from being a nuisance to neighbors. Limiting their ability to operate in residential areas is doing a disservice to all homeowners.

During a time of market shift, Pacaso's co-ownership model provides the real estate community with additional opportunities for owners, buyers and agents. It helps to keep the real estate business afloat while inventory levels are at all-time lows. Co-ownership positively contributes to the sustainability and growth of our community.

Pacaso homes are a minimum of 3x the median price point in Park City. Pacaso's co-ownership option moves up to eight buyers away from competing for median priced homes and redirects them to a luxury property. This process alleviates pressure off the already stressed inventory available to local buyers.

Owners of Pacaso homes are both financially and emotionally invested in Park City. These owners have a vested interest in the well-being of their community. Unlike a short-term rental, these owners return time and time again and want the area to continue to grow and prosper.

Better utilization of the existing housing stock will help stimulate our local economy and alleviate some of the housing pressure. It is in the City's best interest to make this model accessible and available in all residential zones.

Thank you for your time and consideration.

Sincerely,

Bret Fields

May 25, 2022

Re: Planning Commission

May 25, 2022 - Public Comment - Land Management Code Amendments Fractional Ownership of Single-Family Dwellings in Residential Zoning Districts

Dear Planning Commissioners Sarah Hall, John Kenworthy, John Phillips, Bill Johnson, Laura Suesser, Douglas Thimm and Christin Van Dine

c/o Park City Planning Commission

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

I am writing to discuss my experience with co-ownership of two homes through Pacaso in Park City.

My family and I had been searching for our dream second home in Park City and Pacaso was the perfect fit. Prior to deciding to purchase through Pacaso, we vetted all of the fractional ownership options in Park City and nothing was comparable.

As a family, we couldn't decide between a big house on the hill, or a ski in/ski out close to Old Town so we decided to purchase a 1/8 ownership share in each! Now we own a portion of two beautiful homes that meets all of my family's needs. We never feel regretful of having to sacrifice space or proximity since we were able to afford both through Pacaso.

Our Home Manager, Paula, and the rest of the Pacaso team are wonderful! Every time my family arrives at either of our homes they are clean, beautifully decorated and everything is where it should be. If we ever have any questions, the Pacaso team is available to us 24/7. It's more than second home ownership, it's a fully-managed experience.

My family has made both a significant financial and emotional investment into Park City. We love exploring all that the City has to offer and being a part of the local community. We look forward to continuing to make memories with our friends and family in our co-owned homes.

It would be a detriment to the second home market to limit the accessibility of co-owned homes to certain zones. It was important to us to own property in certain areas within Park City, and with Pacaso we did not have to compete with locals in order to purchase our dream homes.

I hope you reconsider the restrictions proposed around fractional ownership, and embrace all of the amazing financial and community benefits it brings to Park City.

Thank you for your time and consideration.

Sincerely,

Jill and Bill Vantine

Jill Vantine, BrokerLocust Lane Realty, LLC

May 25, 2022

Park city planning commission, 445 Marsac Avenue (P.O. Box 1480), Park City, UT,
84060

RE: May 25. 2022 Planning Commission Meeting, Agenda Item 7.C

To Whom it may concern:

My name is Devon Atchison, and together with my husband, Dave, and two daughters, Lucy (9) and Grace (8), I am a part-owner via Pacaso of a beautiful home in Park City. We spent much time considering the idea of fractional ownership, but were put at ease by the model that Pacaso uses: only 8 (or fewer) families, sharing a home, building community, and doing so in a way that is much more affordable for those families.

We chose Park City because we are in love with your—our—city. We may not be the best skiers out there, but we love Park City-Canyons and it's amazing runs, the Corner Store for pizza, and the shops to replace the one pole my daughter misplaced ;). We

love the walk to downtown where we can stretch our legs and look at the lovely homes (and their awards for historic preservation and presentation!) and the art galleries (we just purchased a painting from J GO Gallery on Main Street after walking in to get a cup of coffee at the attached café), and enjoy the food (I'm still dreaming of the meatball sub we had at Red Banjo and the tots at Wasatch Brewery) and shopping (my daughter's new bear-themed pajama pants have been on constant rotation at home!). We also love the beautiful trail system in our city and have followed the helpful dots around the city (straight to a Mother's Day massage at Align Spa, and, often, to a treat at The Bakery at Windy Ridge or a yummy salad at Windy Ridge Café!), as well as made a springtime hike up to the snow line.

For my family, family time is the number one thing. With school and work, it is a blessing to have a place where the four of us can go and recharge, explore and play together. Pacaso has allowed us to have this in our adopted city of Park City and we are grateful to have this gift. We sincerely hope that you will allow more families a way in to (fractional) home ownership in Park City so more families can share in the beauty, the culture, the commerce, and the joy of Park City.

Sincerely,

Devon, David, Lucy and Grace Atchison

May 24, 2022

Re: Planning Commission

May 25, 2022 - Public Comment - Land Management Code Amendments Fractional
Ownership of Single-Family Dwellings in Residential Zoning Districts

Dear Planning Commissioners Sarah Hall, John Kenworthy, John Phillips, Bill Johnson,
Laura Suesser, Douglas Thimm, Christin Van Dine

c/o Park City Planning Commission

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

Subject: Fractional Ownership and Pacaso

I am writing to express my concerns regarding the proposed regulations of fractional
ownership in Park City.

I am a member of the real estate industry and I strongly support Pacaso and their co-
ownership model in Park City. There are nearly 10 million second homes in the U.S.,
and most sit empty 10-11 months a year. This underutilization is costly and wasteful.
With Pacaso, buyers purchase the amount of ownership that fits their personal usage
needs.

During a time of market shift, Pacaso's co-ownership model provides the real estate
community with additional opportunities for owners, buyers and agents. It helps to keep
the real estate business afloat while inventory levels are at all-time lows. Co-ownership
positively contributes to the sustainability and growth of our community.

The median Pacaso home is 6.9 times the price of the typical second home and 8.2
times the price of the typical year-round home. Through co-ownership, Pacaso

concentrates demand for the most expensive homes in Park City, thereby shifting demand away from the median-priced market.

Pacaso owners make both a significant financial and emotional investment into the community. These owners return to their home time and time again and are committed to the well-being and prosperity of their neighborhood.

The typical Pacaso home generates an average of \$48,390 in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses. This increase in consumer spending generates additional tax revenue compared with the average second home.

I have personally worked with multiple Pacaso buyers, and they are thrilled with their homes and with Pacaso's services. Their home is professionally managed and cared for throughout the year, ensuring the property stays in pristine condition.

Families and friends have been co-owning property for generations. Pacaso provides people with a professionally managed co-ownership experience that is not accessible through whole home ownership. If Park City decides to pass regulation limiting fractional ownership, then they are making second home ownership more difficult for current and future residents.

Thank you for your time and consideration.

Sincerely,

Jarod Mitchell

Real Estate Advisor

May 25, 2022

All,

Below is the final response from Planning regarding our questions on Pacaso ownership. As stated in my earlier email, we maintain this is a time interval ownership and should require a CUP and appropriate regulation including location boundaries and no real estate tax discount (40%) for full time residents.

Sincerely,

Deb Rentfrow

May 2, 20022

All,

Below you'll find a thread regarding Pacaso ownership of 1360 Empire. We had concerns regarding this purchase and reached out to the City. The final response from Rebecca Ward came on a separate thread which I will forward as well.

In short, this is in our opinion a time interval ownership and should require a CUP and appropriate regulation, including NO real estate tax discount (40%) for full time residents. A rep at the property on Empire actually made a comment to my husband their program contributes to affordable housing. At the going rate of over a half million per share, I'd disagree.

Thank you for reviewing this type of ownership and amending the LMC to address.

Sincerely,

Deb Rentfrow

Thursday, August 5, 2021 7:56 AM

I recently learned that a home (1360 Empire Ave in Old Town Park City) near my home was purchased by a company (Pacasso) who is now selling it under a fractional ownership model (1/8th interests). I wanted to understand how the property is zoned, what zoning fractional ownership falls into and if this is in compliance.

Thank you for your time. Please advise if these questions should be directed to another department.

Trent Rentfrow

Thursday, August 5, 2021, 3:09 PM

Thank you for your email, Trent. We are looking into your question and will be in touch soon.

Friday, August 13, 2021 11:59 AM

Thank you. Following up for an update / ETA.

Trent

Tue, Aug 17, 2021 8:25 pm

We have several departments looking into the question, and I have noted to update you once we have a determination. Thank you for your patience.

Wednesday, August 18, 2021, 10:48 AM

Thank you for the update. There is a lot of activity going on at the house (i.e. remodeling, etc.) and they continue to market the fractional ownership interests so I hope a determination of the zoning / appropriateness of this model is made before it is too late. Thank you again for the attention to this matter.

Trent Rentfrow

Sunday, August 22, 2021, 8:35 PM

My research indicates this is a time interval ownership which requires a CUP. Is this correct? If so, did Pacasso follow this process?

Please advise.

Thank you. Trent

Tuesday, August 24, 2021 7:55 AM

Could you please provide an update?

Thank you.

Tuesday, August 24, 2021, 8:07 AM

Trent, We met internally and are looking into your question. We will keep you posted as we have more information. Thank you.

May 27, 2022

Dear Commissioner Rubelll:

I am writing to you to let you know that I GREATLY oppose Paccaso's fractional ownership scheme in our Thaynes Canyon neighborhood, or any company's plan to purchase and sale fractional ownership in a Park City neighborhood that does not allow nightly rentals. For the city council to allow fractional ownerships of properties would be a violation of the trust we put in you to protect our Park City neighborhoods and properties. The fractional ownerships do not adhere to the Protective Covenants of the Thaynes Canyon HOA which clearly states THE LANDS WITHIN THAYNES CANYON HOA "SHALL BE USED EXCLUSIVELY FOR THE SINGLE FAMILY RESIDENTIAL LIVING PURPOSES". All persons who own or acquire a property within this HOA automatically become Members of the Association and are subject to this restriction. This document protects our neighborhood from the use of a property within the HOA being exploited at the expense of the Single Family dwelling property owners.

Please protect us from these fractional ownership schemes.

Thank you for your service.

Mary Ellen Sonntag

7 Hidden Splendor Court

Park City, Utah

May 27, 2022

Jeremy,

I am a long time resident of 5 and 7 Payday Drive and I am in the Thaynes Canyon HOA 1. I am not in favor of fractional interest ownership in our Thaynes Canyon neighborhood. Our CC&R's, dating back to 1971, only allow single family ownership of homes in our neighborhood. That fact has not changed. A home on Thaynes Canyon Drive was sold to a fractional interest company recently, without HOA approval, and that was wrong. I would like you to support a city ordinance against fractional interest ownership in Thaynes Canyon in the future, at the June 23 city council meeting.

Thank you,

Rebecca Marriott Champion

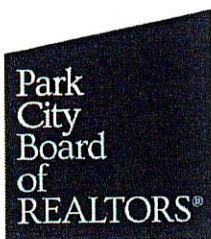
Monday, August 22, 2022, 7:10am

we have been in this city since the '80's and we both feel the city is going down a developer hole. neighborhoods are not neighborhoods anymore - this is an area where

we need regulations on fractional ownership - traffic, disregard for neighbors, parties, etc. one has seen what happens with rentals during sundance - they take no ownership and destroy the property. and, we have seen in American Flag that the properties are not taken care of during the summer.

pls establish regulations on fractional ownership - we don't need these companies in our community.

thank you



Park City Board of REALTORS®
1889 Prospector Avenue
Park City, Utah 84060
"The Voice of Real Estate in the Wasatch Back"

Dear Park City Planning Commission,

The purpose of this letter is that The Park City Board of REALTOR®'s (PCBR) would like to ask the Park City Planning Commission for a consideration to continue discussion on the issue of Fractional Ownership (7.C on May 25, 2022, Agenda) before a vote is taken.

The Staff report and recommendations indicate that all "fractional" sales are considered "vacation properties." We believe that this needs further data to support this assertion. We would like the opportunity to share what other communities are doing in regard to fractional ownership.

Our goal is to be a partner with the city. The PCBR supports a healthy community. Our mission includes advocating for homeownership and property rights. Fractional Home Ownership programs allow for individuals to be able to own property at a much lower cost. The PCBR supports a reasonable but firm approach to protect the quiet enjoyment in residential neighborhoods by all homeowners. We extend our hand as a willing participant in the collaborative efforts to solve housing issues with Park City Municipal. We would be happy to meet with you in the manner the Commission or staff considers most appropriate or designate a PCBR representative to provide our Association's input in further discussion and deliberation going forward on this issue.

Respectfully,

A handwritten signature in blue ink that reads "Rene Wood".

Rene Wood
2022 President, Park City Board of REALTORS®

A handwritten signature in blue ink that reads "Jamie Johnson".

Jamie Johnson
CEO, Park City Board of REALTORS®

Four Lakes Village HOA
C/o PMA
PO Box 68087
Park City, UT 84068

May 31, 2022

Park City Planning Commission & City Council
445 Marsac Avenue
Park City, UT 84060

Dear Sirs/Madams:

This letter is written in response to the proposed Land Management Code Amendments to Define Fractional Ownership and Location in Park City. Thank you for being proactive about protecting our community and its neighborhoods.

However, for the reasons below, please accept this letter as Four Lakes Village's objection to amending the Land Management Code that allows fractional ownership by condition use permits in our Village. It directly conflicts with our Village's governing documents and the homeownership goals.

Four Lakes Village at Park Meadows is a Planned Unit Development within the Park City boundaries in the Residential Development Zone. It is surrounded by the Park Meadows Country Club and Single-Family homes on Estates Drive and American Saddler Drive.

Four Lakes Village specifically prohibits fractional ownership in its community as set forth in its Amended and Restated Declaration of Covenants, Conditions, and Restrictions.

To further clarify, the following are the relevant Articles.

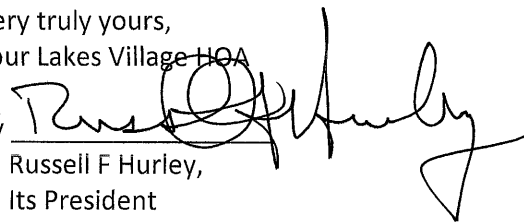
1.16. "Lot" shall mean any plot of land shown upon any recorded subdivision map of the Subject Land and designated by a unit number on the Plat, including any Buildings and improvements thereon.

3.07. No Subdivision. No Lot or portion thereof may be divided or subdivided, or a fractional part thereof sold or conveyed to be held in divided ownership. Under no circumstances shall interests in a Lot be divided into leased, sold, conveyed, or used as periods of intervals or sold or conveyed to Owners or holders for use on a timeshare basis.

Please feel free to contact us if you have any questions.

Very truly yours,
Four Lakes Village HOA

By


Russell F Hurley,
Its President

Cc PMA

Monday, August 15, 2022, 10:55 AM

Makena

I regret that, because of a long-planned family vacation, I will not be able to attend tomorrow's meeting on fractional ownership. I would like to take this opportunity to record some observations.

I am a full-time resident of my neighborhood in Silver Lake. There are not many full time residents up here, and so we cannot realistically be considered a "primary residential neighborhood". The issue is of concern, however.

Pacaso bought the house next door to me a few months ago. There was extensive discussion in the HOA at the time, but the conclusion of those discussions was that the HOA was powerless to affect the sale. A representative of Pacaso reached out to us to explain their business model and the express the hope that the new fractional owners of the house would be good neighbors.

I have heard the assertion that the Pacaso-style of fractional ownership is not a "time-share", but this remains an assertion, with no supporting argumentation. If 52 people own a week each, it's a time share, but if 6 people own 2 months each it's not a time share? The argument is just about numbers? Is there anything else?

My own view is that all such ownership models should be discouraged as they all run counter to single family ownership. I also think we have to see this in the context of the broader housing market problems Park City is facing. The spread of ownership models other than "buy it and live in it", whether it's AirBnB, or fractional ownership or a time share is adding to the problems the community faces.

If I had the opportunity to attend tomorrow's meeting, I'd want to know why exactly "fractional ownership" is not the same as "time-sharing", beyond the assertion that these are different, and I'd encourage the Planning Department to see the spread of this ownership model in the broader context of the land management code and the housing market as a whole in Park City.

Michael Atkin
7835 Aster Lane
Park City

Wednesday, August 17, 2022, 8:51 AM

Dear Members of the Park City, Utah Planning Commission:

Please accept my comments regarding the arrival of the privately developed real estate concept and business called Pacaso. While the pronunciation of this aberration is the same as the famed artist, the real estate concept that is now being promoted and sold in Park City might easily be seen as a slur on his name and the artistic legacy he left to the world. One can only assume that Pacaso, as conceived, is representative of the most crass greed.

Time shares, let's call it what it is, have already invaded much of Park City south of Kearns. Old town and the newer developments around Deer Valley are currently the center of Pacaso and its efforts to market luxury properties as time shares. Some of the effects of time shares are to increase home prices in general making it impossible to sustain affordable housing in the areas noted. Other outcomes are also incredibly damaging to our town and risk what is left of the sense of community that Parkites have long enjoyed and benefited from in the many neighborhoods around town. With enriching nightly rentals; private equity firms gobbling up ownership housing south of Kearns; and now time shares; our community and sense of community will soon be gone.

What I am really asking is that the time share concept not be allowed in the neighborhoods north of Kearns and west of 224. Real estate concepts such as Pacaso should not be approved in Thaynes, McCleod Creek and greater Park Meadows. In these neighborhoods, most of the homes are occupied by full time residents, typically property owners, and continue to nurture community. Just the other day the residents of Venus Court gathered for our annual block party and nearly 30 folks attended, communed, dined and reconnected. A month before that residents of Evening Star Drive gathered for much the same purpose. Such gatherings represent community and community building. Virtually every place in America needs more of that and Park City should not be an exception.

It is vitally important that the City, our council, our planning commission and other public entities work to protect and nurture community. This might include active initiatives to strengthen home owners associations, supporting neighborhood events such as those described and doing all that we can to protect, preserve and grow the sense of community before it is too late. Please do not allow real estate concepts such as time shares and the already ubiquitous nightly rentals to invade the neighborhoods where owners are full time residents.

Thank you for reading.

Sincerely,

Brian Schiller

Monday, August 22, 2022, 11:58 AM

Council Members, first, as always, thank you for your service.

Hub Eric and I have lived in McLeod Creek for over 30 years have fully raised our kids here. Like everyone else, we've watched PC grow, change and evolve.

Some of this has brought benefit, some has brought very definite challenge, but the quality of life we enjoy here remains and the heart of it is our neighborhood and the people we share our lives with here.

Shared ownership will change that quality of life for all of us year rounders (and not in a good way), for all the reasons that have been previously stated; this is a fact.

Please vote NO on this in solidarity with us, in support of our way of life here as full time residents. We can accept logistical changes/issues as a result of our growth like traffic, lack of parking and noise (so loud on 224 with traffic going 60...we never used to even hear the cars) as we collectively work through solutions, but there is no reason we shouldn't be able to maintain the sanctity our homes and neighborhoods.

Thank you for reading this. As Nancy Reagan once said, JUST SAY NO. At some point tourism and the desires of realtors need to take a back seat to the rest of us. This is a good start.

Liz Lee



Solamere
at Deer Valley

Dear Mayor, City Council and Planning Commission,

I represent the Trustees of the Solamere Homeowner's Association. Solamere is a Master Planned Development from the late 1980s, with 111 owners, where nearly 50% are primary residents, 25% secondary owners who do not rent their homes and 25% are secondary owners who rent their homes.

The Solamere Homeowners Association Board believes that Fractional Ownership as it is defined in the proposed amendments to LMC §15-15-1 is inconsistent with the residential character of our neighborhood. Therefore, we request that you put our community in a zone which does not allow it, or otherwise make our community an exception to allowing Fractional Ownership.

Our community is governed by its lawful CC&Rs. Each owner bought into the community knowing and approving of its CC&Rs, By-Laws, and its Rules and Regulations. They do not expect those governing documents to be changed to permit Fractional Ownership without their consent to amendments thereto.

Our Governing Documents have always restricted structures to single-family homes, no duplexes, no subdivisions, and we have always had restrictions on nightly rentals. Since our HOA's inception, our Governing Documents allow only one rental every seven days and no commercial use (i.e. no business events of any kind). This has proven to be a good policy and it reasonably addresses the bed base objectives of the City but calls for a reasonable limitation on revolving neighbors for our primary owner occupants and does not cause increased use of our common area facilities. This has been our limitation for over 40 years and it has proven effective and remains desirable.

In addition, Solamere has various rules intended to preserve the beauty and quiet of the neighborhood, including rules about placement of garbage bins, on-street parking, tidiness of landscaping, and many other matters. Our experience has been that obtaining compliance with these rules tends to be more difficult when a "third-party", rather than the homeowner, manages the property. Third-party management is characteristic of Fractional Ownership and we think it would increase the burdens on our Homeowners Association.

We suggest that a new Ordinance allow Fractional Ownership, but it allows any subdivision to opt out if they find it not in the best interest of the residents.

We request the City Council/Planning Commission not, without the Owner's (HOA) consent, impose a Fractional Ownership Ordinance governing the Solamere Board of Trustees. Instead, it should give us and each subdivision a free choice option of allowing Fractional Ownership or not.

Again, please do not enact any ordinance or amend any ordinance which would, without Solamere's consent, allow Fractional Ownership. Doing so would change the ownership experience which every current owner agreed to when their unit was purchased.

Sincerely,

Chuck Haggerty

President, Solamere HOA Board of Trustees

Solamere Homeowners Association
P.O. Box 11 • Midway, Utah 84049
(435) 531-2139

TESCH
LAW OFFICES
A Professional Law Corporation

Joseph E. Tesch
joet@teschlaw.com

360 Cottage Creek Court
Midway, Utah 84049

September 30, 2022

MAILING ADDRESS:
PO Box 3390
Park City, Utah 84060-3390
Tel: (435) 649-0077

Via Hand Delivery

Makena Hawley
Spencer Cawley
Park City Planning Department

Re: Fractional Ownership

Hi Makena and Spencer,

Please see the attached Land Management Code Amendment requesting both an amendment to the Code to eliminate Nightly Rentals in the Solamere Subdivision and also an amendment to the proposed code to prohibit Fractional Ownership in the Solamere Subdivision.

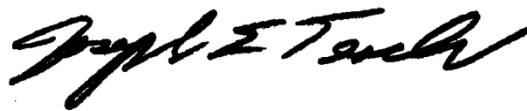
The application to prohibit Nightly Rentals is clearly based upon Solamere's desire to maintain its neighborhood as it currently functions.

The application to prohibit Fractional Ownership is based upon the same desire and is clearly justified as it places Solamere Subdivision in the same category as subdivisions already excluded from Nightly Rentals based upon the fact that Solamere, like these other subdivisions, has made an application to exclude Nightly Rentals.

Please amend your proposed ordinance accordingly and bring that requested modification to the attention of the Planning Commission members before or at the October 6, 2022 hearing.

Thank you for your prompt attention to this request.

Sincerely,
TESCH LAW OFFICES, P.C.



Joseph E. Tesch

Cc: Levi Jensen, Planning Executive Office Administrator
Attachments

TESCH
LAW OFFICES
A Professional Law Corporation

Joseph E. Tesch
joet@teschlaw.com

360 Cottage Creek Court
Midway, Utah 84049

MAILING ADDRESS:
PO Box 3390
Park City, Utah 84060-3390
Tel: (435) 649-0077

October 4, 2022

Via Email:

Makena.Hawley@parkcity.org

Spencer.Cawley@parkcity.org

Park City Mayor and City Council
c/o Makena Hawley and Spencer Cawley

Re: Fractional Ownership

Dear Mayor and City Council:

I represent Solamere Subdivision which requests it be included from permitted Fractional Ownership. During Covid we have all learned to communicate outside of personal appearance, so please excuse my absence at the public hearing on October 6 and substitute this correspondence for public comment.

We received and reviewed the Staff Report made available the afternoon of September 28 and immediately prepared and filed on September 30 a Land Management Code Amendment (LMCA) with attachments and a cover note to Planning Staff. The basis of requesting an exclusion from Fractional Ownership is the Staff Report's statement that subdivisions were purposely excluded if they had applied for an exclusion from Nightly Rentals, the only requirement. Our LMCA is both an application to be excluded from Nightly Rentals and a request to be added to the list of subdivisions in the Planning Staff proposed ordinance which prohibit Fractional Ownership.

Therefore, if Planning Staff does not propose an amendment to its proposed ordinance prohibiting Fractional Ownership in the Solamere Subdivision, we request that the City Council make and pass a motion adding Solamere to the subdivisions where Fractional Ownership is prohibited.

When you read our LMCA please note the attached statement from Charles Haggerty, President of the Solamere HOA Board of Trustees first delivered on August 29, 2022 and you will note that Solamere has always opposed Fractional Ownership. While the Staff Report appears to prohibit Fractional Ownership in some subdivisions on the inferred basis that they

Park City Mayor and City Council

October 4, 2022

Page 2 of 2

probably would want to oppose it, Solamere may be the only subdivision that has formally requested it be prohibited. We respectfully request that the City Council honor this request.

Sincerely,
TESCH LAW OFFICES, P.C.

A handwritten signature in black ink, appearing to read "Joseph E. Tesch". The signature is fluid and cursive, with the first name "Joseph" and last name "Tesch" clearly legible.

Joseph E. Tesch

Attachments

Cc: Makena Hawley, Park City Planning Staff
Spencer Cawley, Park City Planning Staff

TESCH
LAW OFFICES
A Professional Law Corporation

Joseph E. Tesch
joet@teschlaw.com

360 Cottage Creek Court
Midway, Utah 84049

MAILING ADDRESS:
PO Box 3390
Park City, Utah 84060-3390
Tel: (435) 649-0077

October 5, 2022

Via Email:

Makena.Hawley@parkcity.org
Spencer.Cawley@parkcity.org

Park City Mayor and City Council
c/o Makena Hawley and Spencer Cawley

Re: Fractional Ownership - Errata

Dear Mayor and City Council:

I am sorry for this inconvenience. However, we made a clerical error in the first line of our October 4, 2022 letter concerning Fractional Ownership. The sentence currently reads “I represent Solamere Subdivision which requests it be included from permitted Fractional Ownership.” (*Emphasis added*). The word “included” should be replaced with the word “excluded.” I hope that was obvious from the rest of my letter which all supported Solamere’s exclusion.

Once again, sorry for this inconvenience.

Sincerely,
TESCH LAW OFFICES, P.C.



Joseph E. Tesch

Cc: Makena Hawley, Park City Planning Staff
Spencer Cawley, Park City Planning Staff

[CAUTION] This is an external email.

Spencer,

Thanks for your note. I am back in the saddle but a little bit pressed today. I will try to call you tomorrow (10/18). What would be a good time?

There are two issues I want to discuss with you:

1. It seems to me that it would make a great deal of sense to the City Council to have the decision as to whether or not to allow Fractional Ownership be made at the local level thereby not having large numbers of citizens angry at the City Council for imposing it on them. As Chuck Haggerty has suggested in earlier correspondence, wouldn't it be a good idea for the City Council to not require any subdivision to allow Fractional Ownerships but instead to pass an ordinance on Fractional Ownership and have it not apply to anyone unless and until the governing body of a subdivision informs it that it has opted to be governed by that ordinance. That is kind of what is happening anyway right? I don't know why the City Council would want to continue to be subject to the anger if it can be avoided in this way by letting the locals decide.
2. I don't know why there has been sort of a line drawn in the sand by the Planning Department that although Solamere subdivision has clearly and unmistakably indicated that it does not want to be subject to Fractional Ownership that the criteria is whether or not they have been approved in a requested amendment to allow them to not have Nightly Rentals. I understand that the Planning Department has to make some sort of line in the sand but this one doesn't seem to have any logical basis since Solamere, for instance, has already made an application (consistent with the language in Makena Hawley's staff report for October 6)? Isn't that clear enough indication that it should be excluded? What is the logic behind requiring the application to be excluded from Nightly Rentals to be approved before Solamere or anyone else in its position, would be excluded from being subject to Fractional Ownership when its position has already been made ultimately clear?

Anyway, seems to me that we could have a pretty good exchange of ideas in a telephone call. I look forward to it. I also want to tell you that I appreciate your approach to dealing with these matters and especially the responsiveness you have made to all of our requests. You are a credit to City government.

Thanks,
Joe

TESCH LAW OFFICES, P.C.

PO Box 3390
Park City, Utah 84060
Telephone: (435) 649-0077

“ Straight Talk. Sound Advice. Proven Results. ”

To learn more about *Tesch Law Offices, PC* <<http://www.teschlaw.com/>>

PACASO

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model in five markets: Palm Springs, California, Colorado Mountains, New York City Area, San Francisco Bay Area, and South Florida. Key findings include the following:

- Across the five markets, the average Pacaso home generates nearly 10 times more in annual household spending compared with the average second home. This amounts to about \$48,400 more per home.
- Compared with the average second home, the average Pacaso home also generates 10 times more in state sales tax revenue and nearly 10 times more in local sales tax revenue. This amounts to \$2,400 more in state revenue and \$1,400 more in local revenue per home.
- The average Pacaso home costs six times more than the average second home and seven times more than the average year-round home, meaning the company is unlikely to compete with middle-class or lower-income homebuyers in the five markets EBP studied.

Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

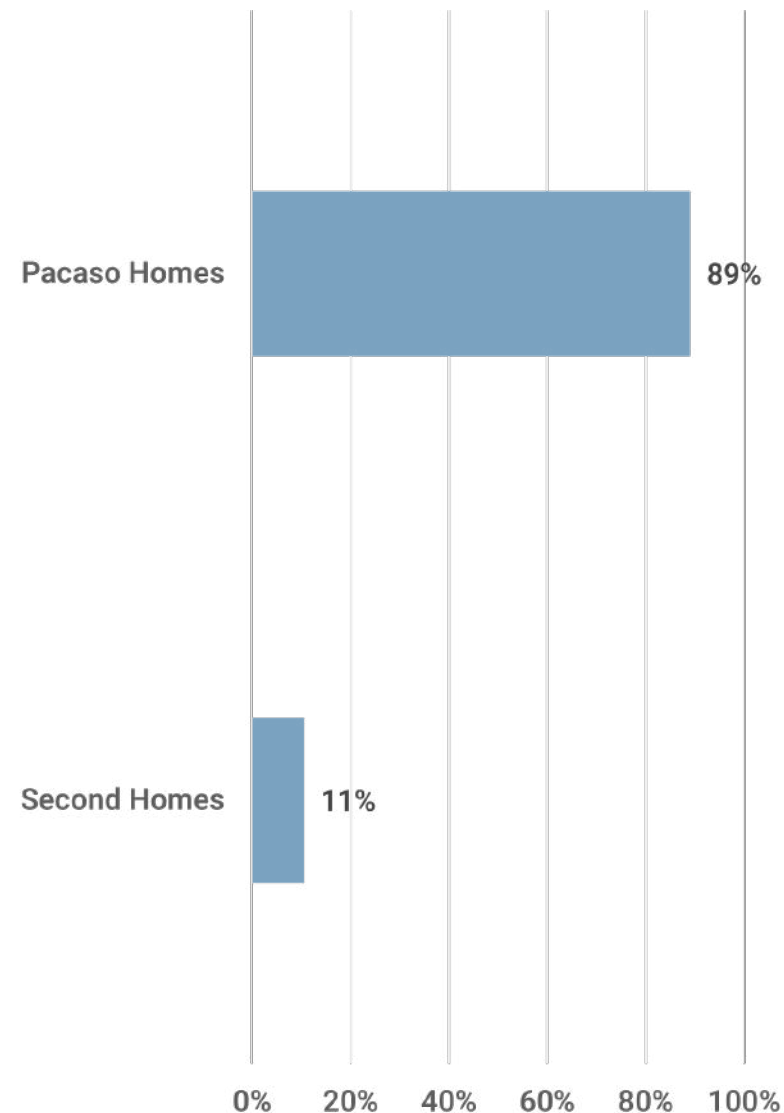
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average Pacaso home generates an average of \$48,390 in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Market and Type

	Bay Area	Colorado Mountains	New York City Area	Palm Springs	South Florida
Average Second Home	\$6,610	\$4,960	\$4,950	\$3,990	\$3,770
Average Pacaso Home	\$72,240	\$54,610	\$53,850	\$44,090	\$41,450
Additional Spending	\$65,630	\$49,650	\$48,900	\$40,100	\$37,680

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for states.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by states, part of which is distributed back to local communities. The table below shows that the average Pacaso home generates an average of \$2,370 in additional state tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By Market and Type

	Bay Area	Colorado Mountains	New York City Area	Palm Springs	South Florida
Average Second Home	\$370	\$140	\$195	\$240	\$235
Average Pacaso Home	\$4,080	\$1,555	\$2,145	\$2,650	\$2,590
Additional Tax Revenue	\$3,710	\$1,415	\$1,950	\$2,410	\$2,355

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for counties.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home also generates an average of \$1,410 in additional local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By Market and Type

	Bay Area	Colorado Mountains	New York City Area	Palm Springs	South Florida
Average Second Home	\$160	\$200	\$235	\$70	\$45
Average Pacaso Home	\$1,740	\$2,180	\$2,570	\$770	\$490
Additional Tax Revenue	\$1,580	\$1,980	\$2,335	\$700	\$445

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

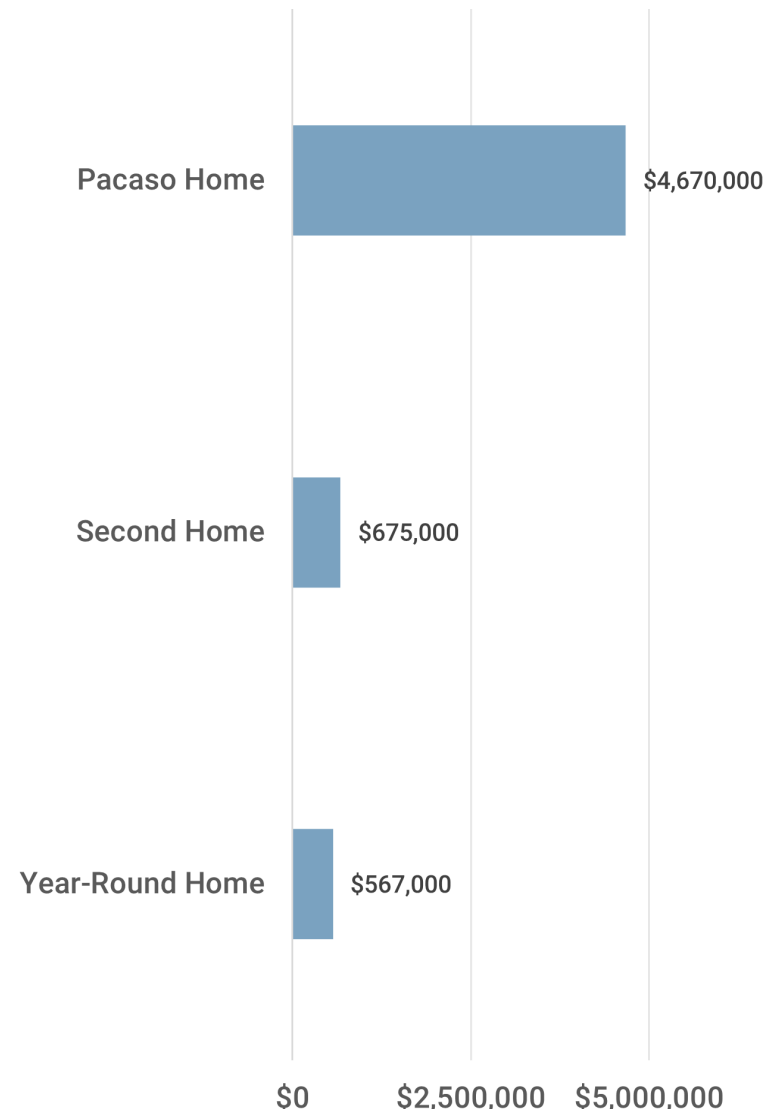
Pacaso concentrates demand into more expensive homes.

The median Pacaso home is 6.9 times the price of the typical second home and 8.2 times the price of the typical year-round home, as seen in the figure to the right.³

Through co-ownership, Pacaso concentrates demand for the most expensive homes in popular second home destinations, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in the area, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on local housing markets in popular second home destinations. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in popular second home destinations, where the housing markets are very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in all jurisdictions included in our analysis, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared to visitor spending patterns from various reports, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by Pacaso.

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Appendix B. Annual Household Spending By Market and Category

Spending Category	Bay Area	Colorado Mountains	New York City Area	Palm Springs	South Florida
Average Second Home					
Apparel	\$1,090	\$820	\$830	\$650	\$610
Dining Out	\$1,950	\$1,460	\$1,440	\$1,160	\$1,090
Entertainment and Recreation	\$280	\$210	\$200	\$170	\$160
Food at Home	\$2,700	\$2,030	\$2,040	\$1,650	\$1,560
Personal Care	\$430	\$320	\$320	\$260	\$250
Transportation	\$160	\$120	\$120	\$100	\$100
Total	\$6,610	\$4,960	\$4,950	\$3,990	\$3,770
Average Pacaso Home					
Apparel	\$10,310	\$7,790	\$7,890	\$6,130	\$5,800
Dining Out	\$18,450	\$13,880	\$13,600	\$11,060	\$10,360
Entertainment and Recreation	\$6,260	\$4,770	\$4,530	\$3,880	\$3,600
Food at Home	\$25,660	\$19,260	\$19,320	\$15,670	\$14,790
Personal Care	\$4,070	\$3,070	\$3,030	\$2,490	\$2,360
Transportation	\$7,490	\$5,840	\$5,480	\$4,860	\$4,540
Total	\$72,240	\$54,610	\$53,850	\$44,090	\$41,450

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Appendix C. Median Listing Price by Market and Type

	Bay Area	Colorado Mountains	New York City Area	Palm Springs	South Florida
Year-Round Home	\$785,000	\$600,000	\$560,000	\$500,000	\$390,000
Second Home	\$845,000	\$815,000	\$765,000	\$530,000	\$420,000
Pacaso Home	\$4,500,000	\$8,350,000	\$4,700,000	\$2,000,000	\$3,800,000

Source: Pacaso.

Appendix D. Market Definitions

Market	Included Counties						
Bay Area	Napa	Marin	San Francisco	San Mateo	Sonoma		
Colorado Mountains	Eagle	Pitkin	Summit				
New York City Area	Bronx	Kings	Nassau	New York	Queens	Richmond	Suffolk
Palm Springs	Riverside						
South Florida	Broward	Miami	Monroe	Palm Beach			

BAY AREA

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations like the Bay Area, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model. As described in the following pages, we focused specifically on Pacaso's impact on home utilization, household spending, tax revenue, and the local housing market in the Bay Area, which includes Napa, Marin, San Francisco, San Mateo, and Sonoma counties.



Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

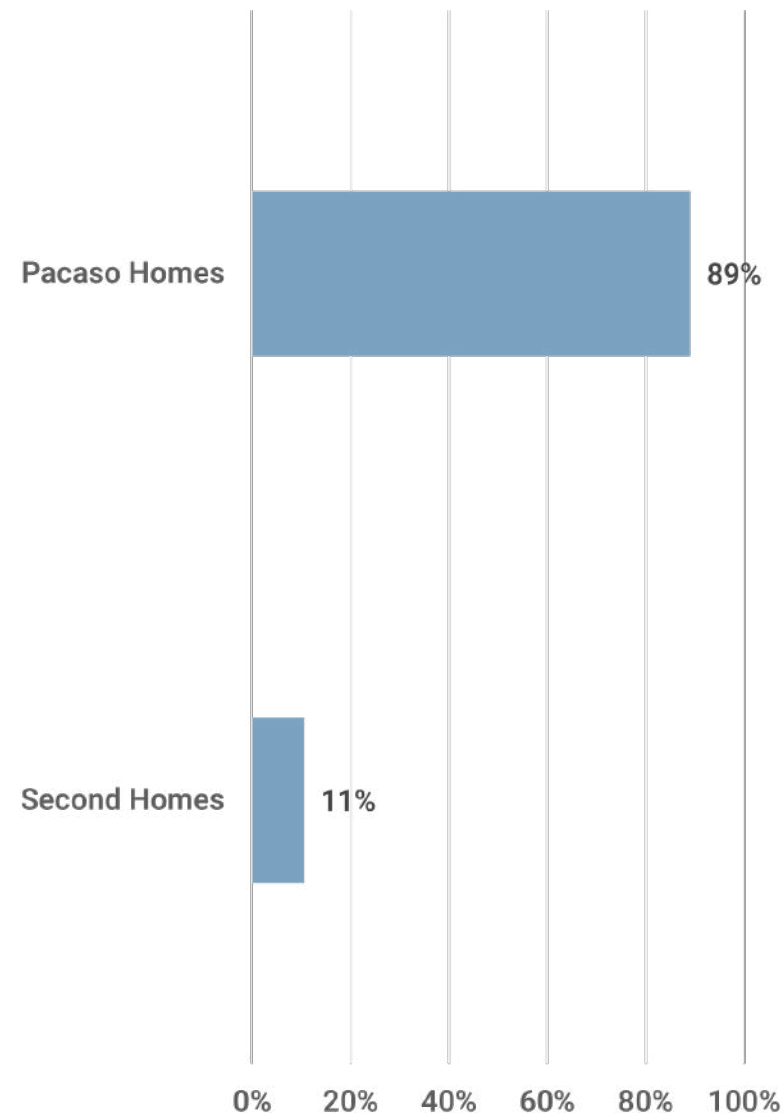
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average Bay Area Pacaso home generates \$65,630 more in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Category and Type

Spending Category	Average Second Home	Average Pacaso Home	Additional Spending
Apparel	\$1,090	\$10,310	\$9,220
Dining Out	\$1,950	\$18,450	\$16,500
Entertainment and Recreation	\$280	\$6,260	\$5,980
Food at Home	\$2,700	\$25,660	\$22,960
Personal Care	\$430	\$4,070	\$3,640
Transportation	\$160	\$7,490	\$7,330
Total	\$6,610	\$72,240	\$65,630

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for the State of California.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by the State of California, part of which is distributed back to the Bay Area. The table below shows that the average Pacaso home generates an additional \$3,710 in state tax revenue on average when compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Napa	\$310	\$3,450	\$3,140
Marin	\$390	\$4,310	\$3,920
San Francisco	\$440	\$4,780	\$4,340
San Mateo	\$430	\$4,740	\$4,310
Sonoma	\$280	\$3,110	\$2,830

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for the Bay Area.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home generates an average of \$1,580 in additional local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Napa	\$90	\$1,010	\$920
Marin	\$150	\$1,620	\$1,470
San Francisco	\$190	\$2,100	\$1,910
San Mateo	\$240	\$2,670	\$2,430
Sonoma	\$120	\$1,300	\$1,180

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

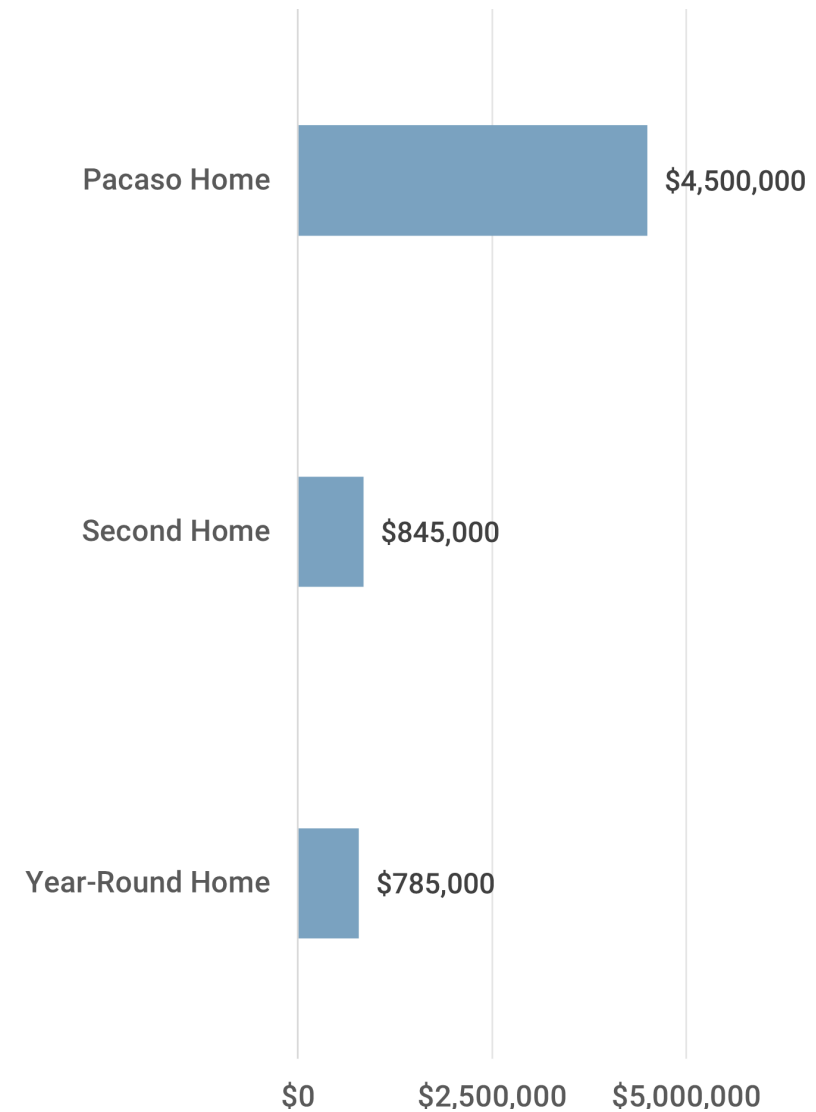
Pacaso concentrates demand into more expensive homes.

The median Pacaso home in the Bay Area is 5.3 times the price of the typical second home and 5.7 times the price of the typical year-round home, as seen in the figure to the right.³

Through co-ownership, Pacaso concentrates demand for the Bay Area's most expensive homes, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in the Bay Area, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on the Bay Area's local housing market. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in places like the Bay Area, where the housing market is very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in the Bay Area, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared with Bay Area visitor spending patterns from a 2019 study by Dean Runyan Associates, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by [Jacob Morch](#) on [Unsplash](#). Report Photography by Pacaso.

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

COLORADO MOUNTAINS

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations like the Colorado Mountains, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model. As described in the following pages, we focused specifically on Pacaso's impact on home utilization, household spending, tax revenue, and the local housing market in the Colorado Mountains, which includes Eagle, Pitkin, and Summit counties.



Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

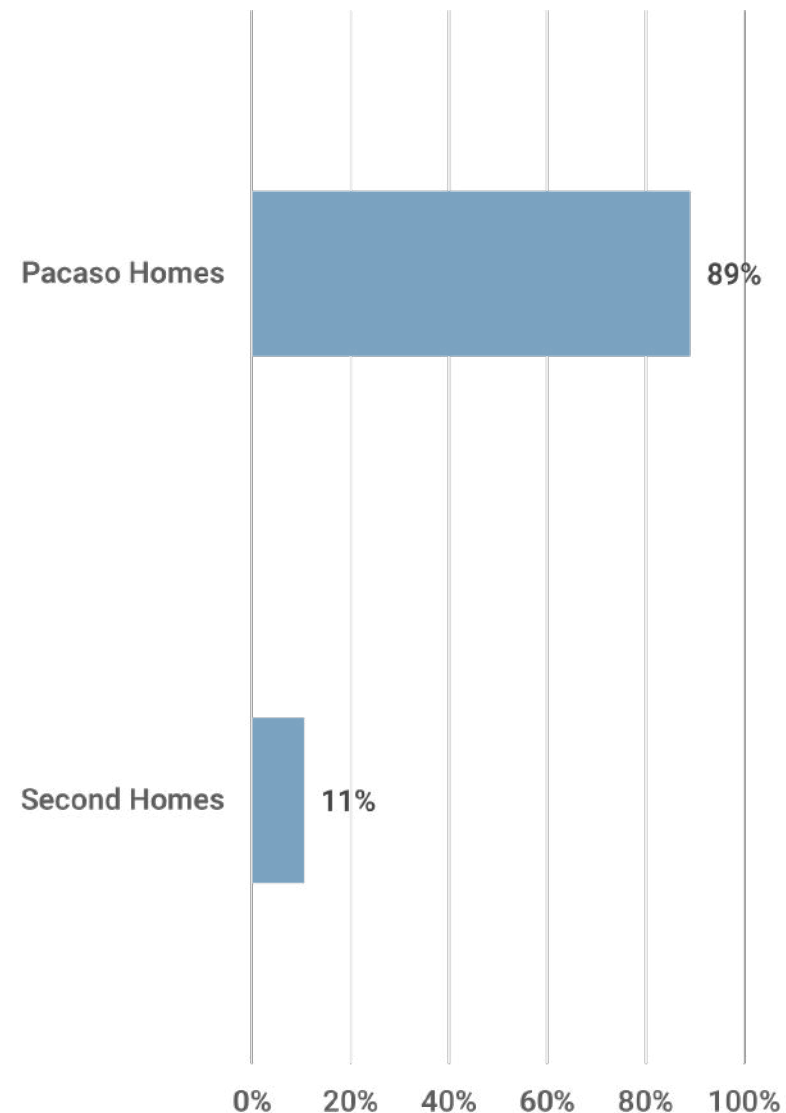
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average Colorado Mountains Pacaso home generates \$49,650 more in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Category and Type

Spending Category	Average Second Home	Average Pacaso Home	Additional Spending
Apparel	\$820	\$7,790	\$6,970
Dining Out	\$1,460	\$13,880	\$12,420
Entertainment and Recreation	\$210	\$4,770	\$4,560
Food at Home	\$2,030	\$19,260	\$17,230
Personal Care	\$320	\$3,070	\$2,750
Transportation	\$120	\$5,840	\$5,720
Total	\$4,960	\$54,610	\$49,650

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for the State of Colorado.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by the State of Colorado, part of which is distributed back to the Colorado Mountains. The table below shows that the average Pacaso home generates an additional \$1,410 in state tax revenue on average when compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Eagle	\$150	\$1,690	\$1,540
Pitkin	\$140	\$1,520	\$1,380
Summit	\$130	\$1,450	\$1,320

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for the Colorado Mountains.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home generates an average of \$1,980 in additional local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Eagle	\$80	\$880	\$800
Pitkin	\$360	\$3,920	\$3,560
Summit	\$160	\$1,740	\$1,580

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

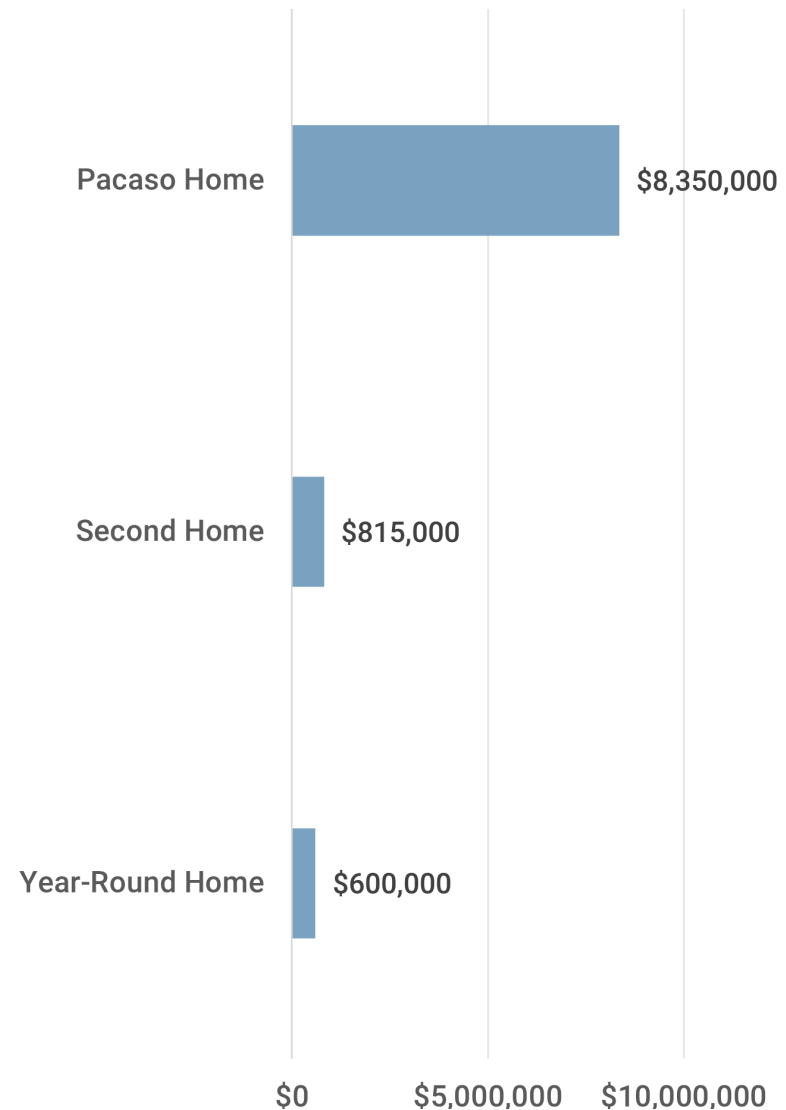
Pacaso concentrates demand into more expensive homes.

The median Pacaso home in the Colorado Mountains is 10.2 times the price of the typical second home and 13.9 times the price of the typical year-round home, as seen in the figure to the right.³

Through co-ownership, Pacaso concentrates demand for the Colorado Mountains' most expensive homes, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in the Colorado Mountains, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on the Colorado Mountains' local housing market. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in places like the Colorado Mountains, where the housing market is very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in the Colorado Mountains, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared with Colorado Mountains visitor spending patterns from a 2019 study by Dean Runyan Associates, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by [Joshua Sukoff](#) on [Unsplash](#). Report Photography by Pacaso.

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

PALM SPRINGS

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations like Palm Springs, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model. As described in the following pages, we focused specifically on Pacaso's impact on home utilization, household spending, tax revenue, and the local housing market in Palm Springs.



Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

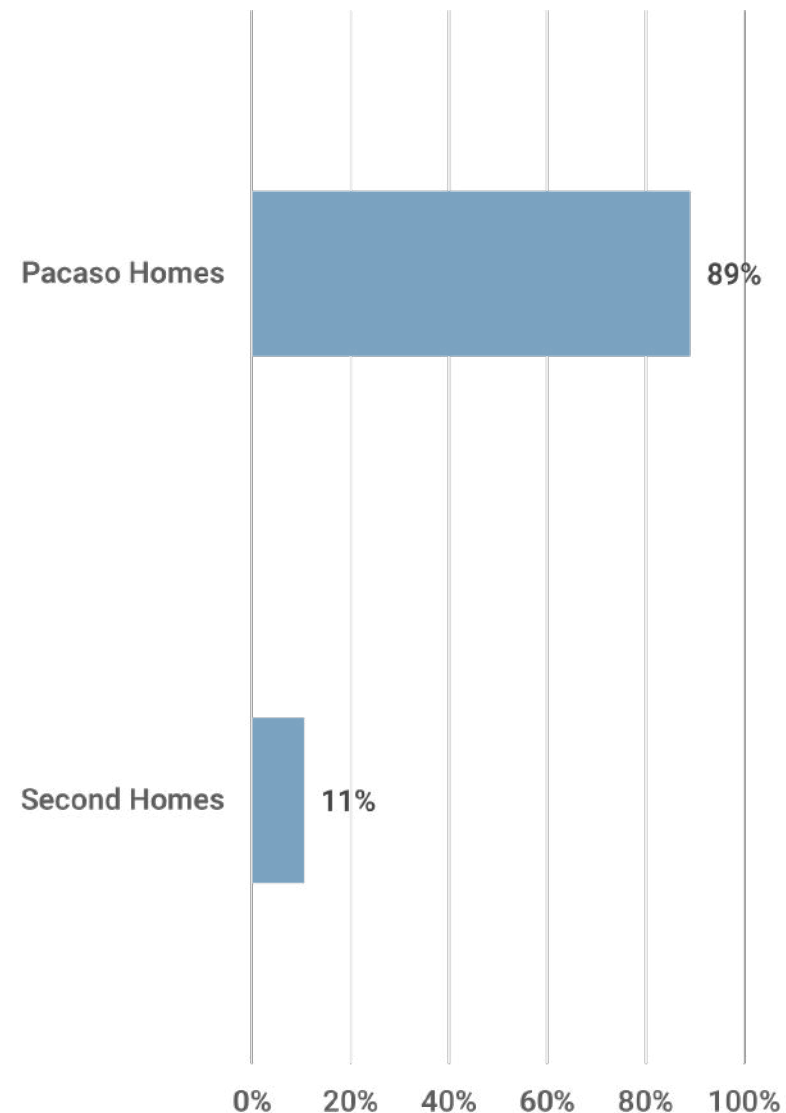
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average Palm Springs Pacaso home generates \$40,100 more in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Category and Type

Spending Category	Average Second Home	Average Pacaso Home	Additional Spending
Apparel	\$650	\$6,130	\$5,480
Dining Out	\$1,160	\$11,060	\$9,890
Entertainment and Recreation	\$170	\$3,880	\$3,710
Food at Home	\$1,650	\$15,670	\$14,030
Personal Care	\$260	\$2,490	\$2,230
Transportation	\$100	\$4,860	\$4,760
Total	\$3,990	\$44,090	\$40,100

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for the State of California.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by the State of California, part of which is distributed back to Palm Springs. The table below shows that the average Pacaso home generates an additional \$2,410 in state tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Riverside	\$240	\$2,650	\$2,410

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for Palm Springs.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home also generates an additional \$700 in local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Riverside	\$70	\$770	\$700

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

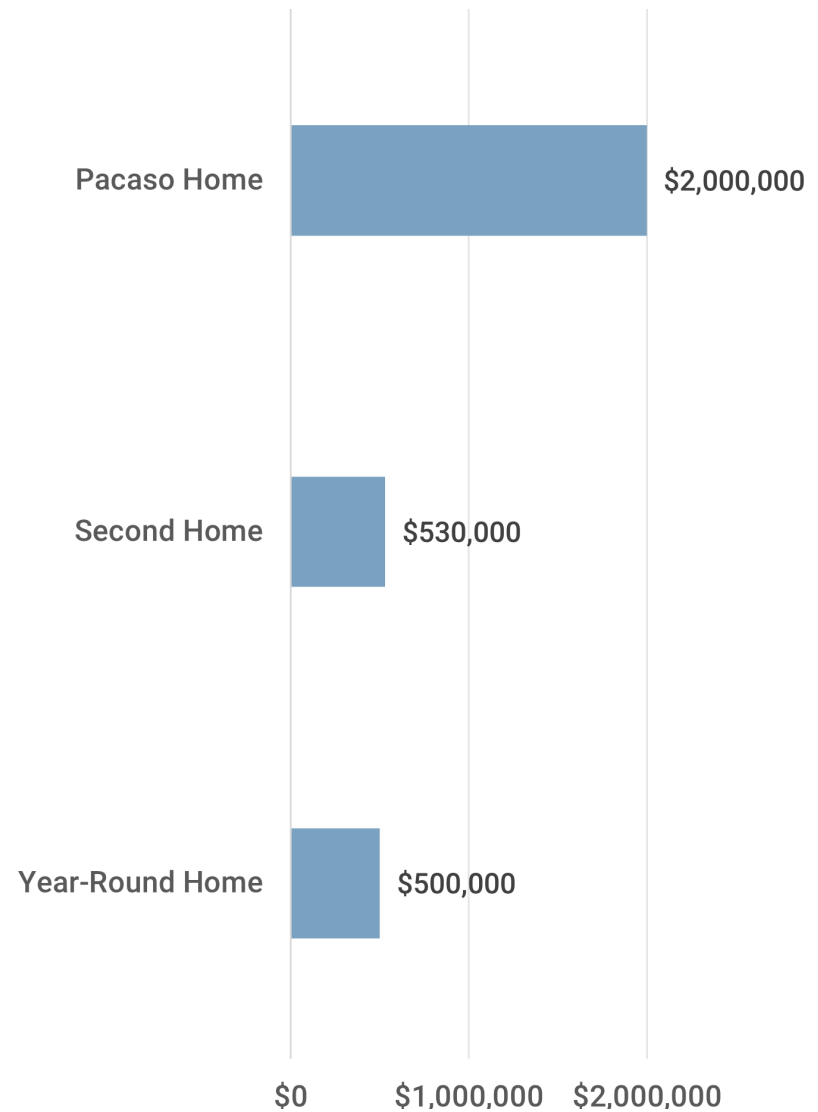
Pacaso concentrates demand into more expensive homes.

The median Pacaso home in Palm Springs is 3.8 times the price of the typical second home and 4 times the price of the typical year-round home, as seen in the figure to the right.³

Through co-ownership, Pacaso concentrates demand for Palm Springs' most expensive homes, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in Palm Springs, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on Palm Springs' local housing market. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in places like Palm Springs, where the housing market is very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in Riverside County, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared with Palm Springs visitor spending patterns from a 2019 study by Dean Runyan Associates, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by [Nathan Dumlao](#) on [Unsplash](#). Report Photography by Pacaso.

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

SOUTH FLORIDA

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations like South Florida, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model. As described in the following pages, we focused specifically on Pacaso's impact on home utilization, household spending, tax revenue, and the local housing market in South Florida, which includes Broward, Miami-Dade, Monroe, and Palm Beach counties.



Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

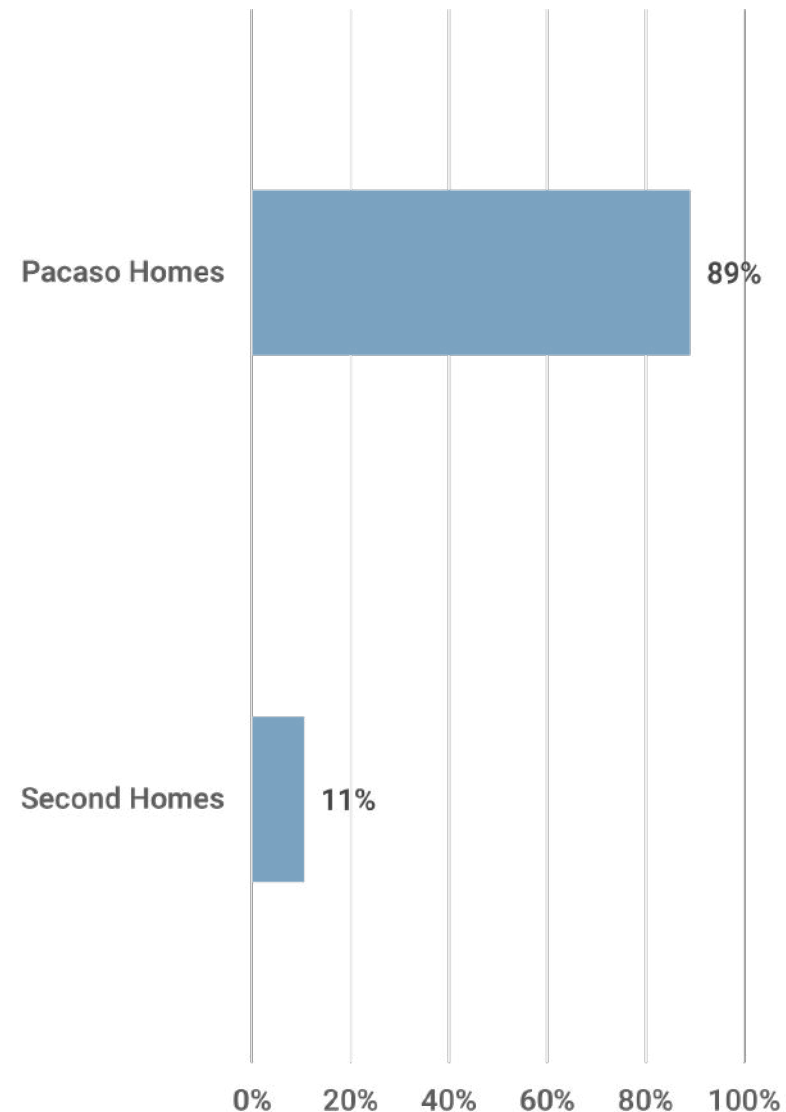
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average South Florida Pacaso home generates \$37,680 more in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Category and Type

Spending Category	Average Second Home	Average Pacaso Home	Additional Spending
Apparel	\$610	\$5,800	\$5,190
Dining Out	\$1,090	\$10,360	\$9,270
Entertainment and Recreation	\$160	\$3,600	\$3,440
Food at Home	\$1,560	\$14,790	\$13,230
Personal Care	\$250	\$2,360	\$2,110
Transportation	\$100	\$4,540	\$4,440
Total	\$3,770	\$41,450	\$37,680

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for the State of Florida.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by the State of Florida, part of which is distributed back to South Florida. The table below shows that the average Pacaso home generates an additional \$2,360 in state tax revenue on average when compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Broward	\$220	\$2,470	\$2,250
Miami	\$210	\$2,290	\$2,080
Monroe	\$250	\$2,800	\$2,550
Palm Beach	\$250	\$2,800	\$2,550

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for South Florida.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home generates an average of \$450 in additional local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Broward	\$40	\$410	\$370
Miami	\$30	\$380	\$350
Monroe	\$60	\$700	\$640
Palm Beach	\$40	\$470	\$430

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

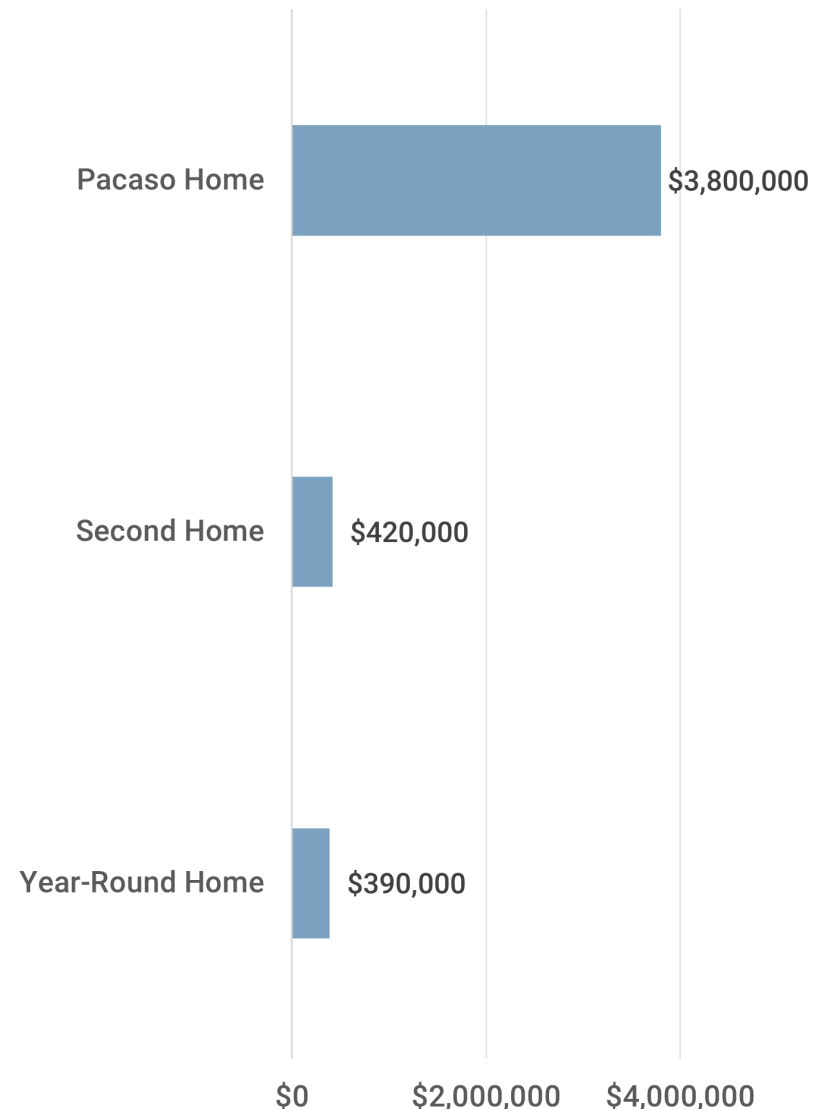
Pacaso concentrates demand into more expensive homes.

The median Pacaso home in South Florida is 9 times the price of the typical second home and 9.7 times the price of the typical year-round home, as seen in the figure to the right.³

Through co-ownership, Pacaso concentrates demand for South Florida's most expensive homes, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in South Florida, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on South Florida's local housing market. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in places like South Florida, where the housing market is very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in South Florida, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared with South Florida visitor spending patterns from a 2019 study by the Greater Miami Convention and Visitors Bureau, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by [Arnel Hasanovic](#) on [Unsplash](#). Report Photography by Pacaso.

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

NEW YORK CITY AREA

PACASO ECONOMIC IMPACT ANALYSIS

Introduction and Overview

Pacaso is a real estate marketplace and property management service that aims to make second homeownership more accessible by facilitating co-ownership of luxury homes between families. The company purchases homes above the median price in popular second home destinations like the New York City Area, and then sells up to eight shares to individual buyers. Pacaso vets owners, furnishes and manages each property, and provides a mobile app for owners to schedule time at their home. Co-ownership of homes is an established practice that Pacaso is extending in new ways.

In 2022, Pacaso hired EBP, a national economics firm, to conduct a study to understand the net economic impact of its co-ownership model. As described in the following pages, we focused specifically on Pacaso's impact on home utilization, household spending, tax revenue, and the local housing market in the New York City Area, which includes Bronx, Kings, Queens, Nassau, New York, Richmond, and Suffolk counties.



Utilization

Co-ownership means higher utilization rates.

The average second home sits empty over ten months out of the year.¹ By comparison, the average Pacaso home is occupied 89 percent of the year — almost 11 months.²

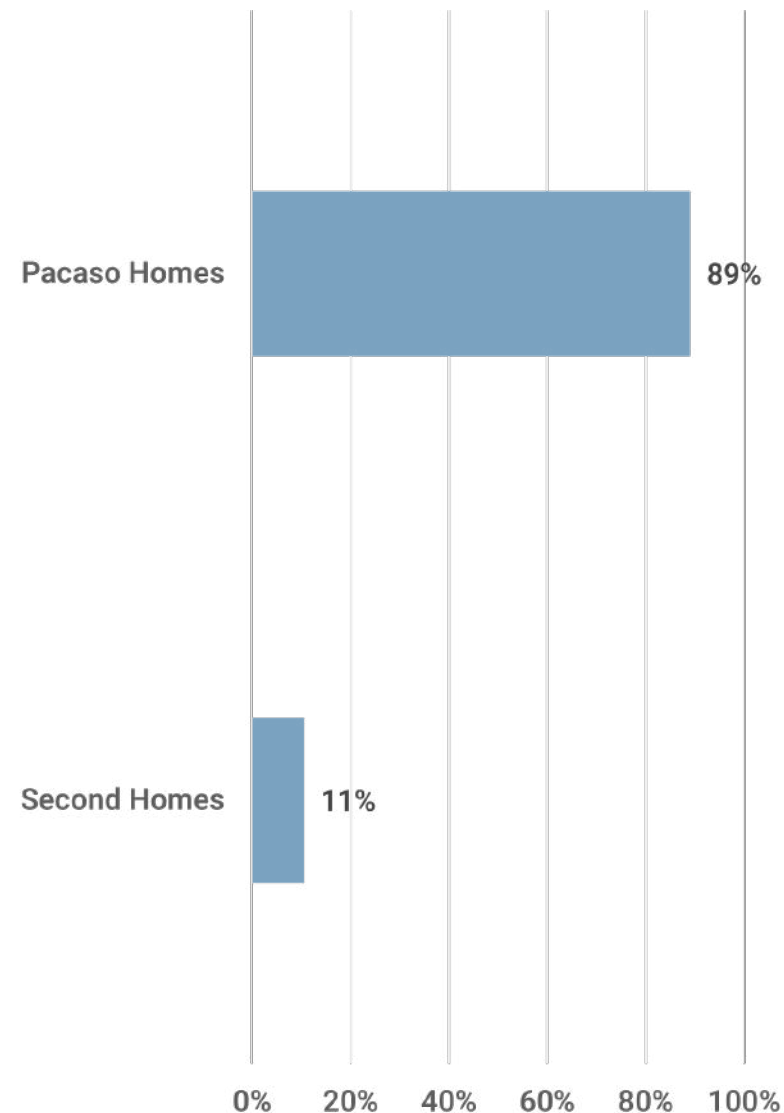
Co-ownership makes more efficient use of second homes by increasing the amount of time they are occupied. Since the average Pacaso home is occupied more months of the year than other second homes, their owners spend more money in the community. This spending benefits local businesses and generates tax revenue.

As discussed later, Pacaso also enables people to share in ownership of homes that are significantly more expensive than average. By providing an alternative to median-priced homes, Pacaso can help maintain local housing affordability.

1 Census Bureau, 2019 American Housing Survey.

2 Pacaso, Second Homeowners Survey. Utilization is calculated based on the number of days a home is reserved.

Figure 1. Average Annual Utilization Rates



Source: Pacaso and Census Bureau.

Household Spending

Pacaso homes contribute more spending in their communities.

The average second homeowner spends money on a range of goods and services, as seen in the table below. Because Pacaso homes are utilized more than the average second home, they produce greater spending across all categories. The average New York City Area Pacaso home generates \$48,900 more in annual spending compared with the average second home. This additional spending benefits local restaurants, stores, and many other businesses.

Figure 2. Annual Household Spending By Category and Type

Spending Category	Average Second Home	Average Pacaso Home	Additional Spending
Apparel	\$830	\$7,890	\$7,060
Dining Out	\$1,440	\$13,600	\$12,160
Entertainment and Recreation	\$200	\$4,530	\$4,330
Food at Home	\$2,040	\$19,320	\$17,280
Personal Care	\$320	\$3,030	\$2,710
Transportation	\$120	\$5,480	\$5,360
Total	\$4,950	\$53,850	\$48,900

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Notes: Our approach involved adjusting year-round spending patterns from Business Analyst Online to better reflect spending patterns of Pacaso homeowners. See the Notes page for more details.

State Tax Revenue

Greater utilization drives more tax revenue for the State of New York.

Pacaso homes also generate additional tax revenue compared with the average second home. This includes revenue collected by the State of New York, part of which is distributed back to the New York City Area. The table below shows that the average Pacaso home generates an additional \$1,950 in state tax revenue on average, when compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 3. Annual State Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Bronx	\$110	\$1,200	\$1,090
Kings	\$180	\$1,900	\$1,720
Nassau	\$250	\$2,770	\$2,520
New York	\$260	\$2,860	\$2,600
Queens	\$170	\$1,840	\$1,670
Richmond	\$180	\$2,000	\$1,820
Suffolk	\$220	\$2,450	\$2,230

Source: Avalara.com. Tax rates as of March 2022.

Local Tax Revenue

Greater utilization drives more tax revenue for the New York City Area.

Pacaso homes also generate local tax revenue. The table below shows that the average Pacaso home generates an average of \$2,340 in additional local tax revenue compared with the average second home. This tax revenue is generated by spending with local businesses.

Figure 4. Annual Local Sales Tax Revenue By County

County	Average Second Home	Average Pacaso Home	Additional Tax Revenue
Bronx	\$140	\$1,460	\$1,320
Kings	\$210	\$2,320	\$2,110
Nassau	\$290	\$3,210	\$2,920
New York	\$320	\$3,490	\$3,170
Queens	\$210	\$2,240	\$2,030
Richmond	\$220	\$2,440	\$2,220
Suffolk	\$260	\$2,840	\$2,580

Source: Avalara.com. Tax rates as of March 2022.

Notes: This study does not include the net increase in property tax revenue to counties from Pacaso homes, which is likely higher than that of traditional second homes or homes near the median housing price.

Housing Comparison

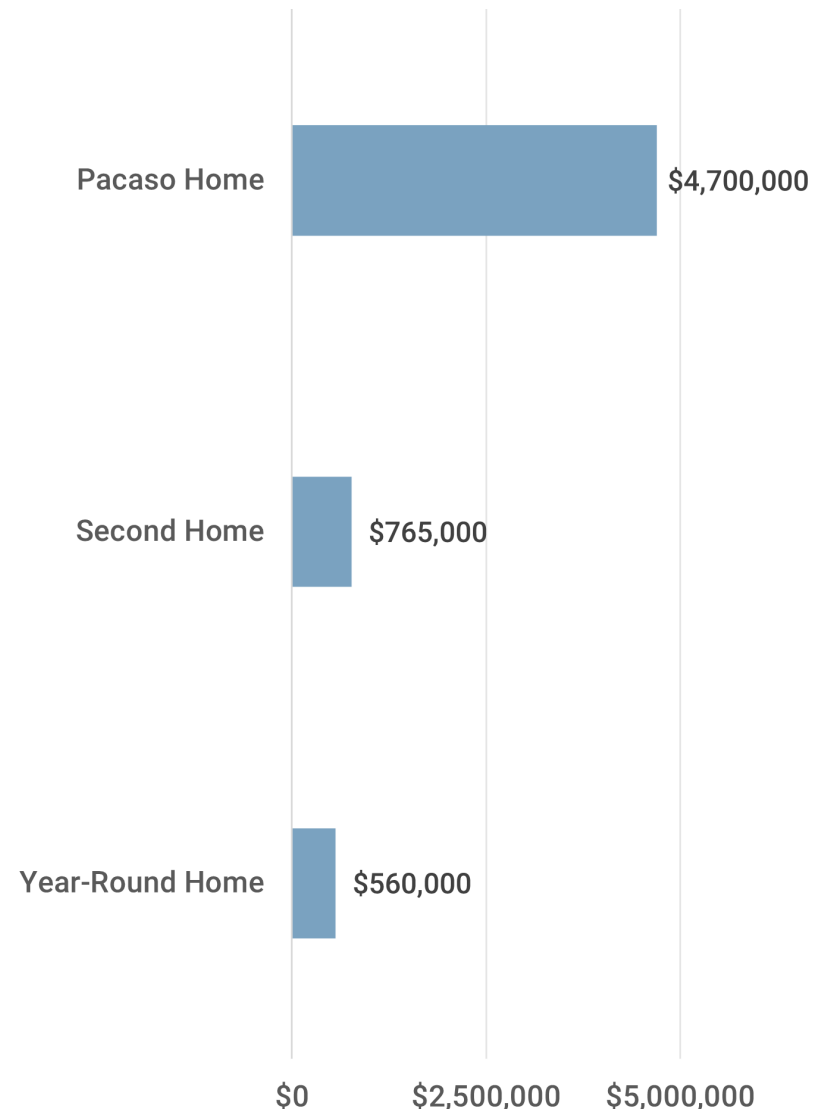
Pacaso concentrates demand into more expensive homes.

Though Pacaso does not currently operate in the New York City Area, the median Pacaso home is expected to be 6.1 times the price of the typical second home and 8.4 times the price of the typical year-round home. These values can be seen in the figure to the right.³

Through co-ownership, Pacaso is expected to concentrate demand for the New York City Area's most expensive homes, thereby shifting demand away from the median-priced market. The following page describes this in more detail.

³ Definitions of second homes and year-round homes come from Optimal Blue, which is the source for Pacaso's price data.

Figure 5. Median Listing Price by Home Type



Source: Pacaso.

Without Pacaso

Eight out-of-town buyers search for homes in a neighborhood with a mix of median-priced homes and high-end homes they are unable to afford. Wanting to spend a portion of the year in the New York City Area, they purchase eight median-priced homes, making them unavailable to year-round residents and bidding up the price of each.

With Pacaso

The same eight buyers purchase shares of a high-end Pacaso home, leaving the median-price homes on the market for year-round residents. Because Pacaso is available, there is less demand for the year-round homes, potentially keeping their sale prices lower than they would have been otherwise.

Market Impact

Co-ownership concentrates demand into fewer homes.

The concentration of buyers into expensive homes likely relieves pressure on the New York City Area's local housing market. This is because in the absence of a co-ownership model, some second homeowners will likely purchase a median-priced home, reducing the supply available for year-round residents.

The scenarios to the left illustrate the potential effect of Pacaso on a segment of the housing market.

This effect is most likely to be experienced in places like the New York City Area, where the housing market is very competitive, partially because of strong demand for second homes, especially in certain sub-markets. As Pacaso grows, the mitigating effect on the supply of median-priced homes will only increase.

Notes

Pacaso is still in a growth phase, meaning EBP relied on assumptions based on industry and public record data. As Pacaso expands, its effect will likely become clearer, and we encourage future research to this end.

EBP and Pacaso made the following assumptions in completing this study. Adjustments to these assumptions could change the results.

- EBP used a national average utilization rate for Pacaso homes because market-specific rates fluctuate.
- We began our household spending analysis using values for all households in the New York City Area, not spending by second homes or Pacaso homes specifically. To be more accurate, we made the adjustments listed in the table below to household spending categories pulled from our primary data source, [Esri ArcGIS Business Analyst Online](#), which is itself based on data from the Bureau of Labor Statistics Consumer Expenditure Survey. This adjustment process was built on our assumption that second homeowner spending patterns fall somewhere in between short-term visitors and year-round residents. Compared with New York City Area visitor spending patterns from 2019 studies by Tourism Economics, we assumed that homeowners spend comparatively more (as a share of their budget) on food and beverages, a similar amount on retail, less on recreation, and less on transportation.
- For the tax impact analysis, we used state and county tax rates as of March 2022 from [Avalara.com](#), a website that helps businesses calculate their tax bills. After comparing Avalara tax rates with tax rates published on several government websites for jurisdictions included in our analysis, EBP determined that it is a reliable source.

Cover Photography by [Laurenz Heymann](#) and Report Photography by [Rafael Leão](#) on [Unsplash](#).

Appendix A. Household Spending Category Inclusion

Spending Category	Inclusion in Analysis
Alcohol	Included (37% under Dining Out and 63% under Food at Home).
Apparel	Included. Assumes co-owners spend like year-round residents during longer stays.
Dining Out	Included.
Education	Not included.
Entertainment and Recreation	Partially included (43%). Includes items, such as event admissions.
Finance	Not included.
Food at Home	Included.
Health Care	Not included.
Household Goods	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Household Services	Not included. There is likely a minimal net increase in spending by Pacaso homes.
Housing	Not included. Mostly fixed housing costs, utilities, and maintenance and repairs.
Life Insurance and Pensions	Not included.
Miscellaneous Expenses	Not included.
Personal Care	Included. Assumes co-owners spend like year-round residents during longer stays.
Local Transportation	Partially included (20%). Includes items, such as gasoline and public transportation.
Travel	Not included. Related items are covered by other categories.

Source: Esri ArcGIS Business Analyst Online and Pacaso.

Exhibit D – Background

On May 11, 2022, the Planning Commission conducted a work session to evaluate and provide input on Fractional Ownership/Use land use regulations ([Staff Report](#); [Minutes](#)). On May 25, 2022, the Planning Commission reviewed the proposed amendments and unanimously forwarded a positive recommendation to the City Council, amending the definition of Single-Family Dwelling Fractional Ownership/Use to include “corporations” and “unrelated co-owners” ([Staff Report](#); [Minutes](#)).

On June 23, 2022, the City Council reviewed the proposed amendments ([Staff Report](#), [Minutes](#)). The Council suggested considering an administrative permitting process rather than review by the Planning Commission and asked for clarification between regulations for a Fractional Ownership entity and a relationship-based ownership model.

The Council also requested the Planning team reach out to the Board of Realtors, property management companies, homeowner associations, and Pacaso to discuss potential modifications to the proposed amendments. The Planning team met with these stakeholders and held an informational session at the Park City Library open to the public on August 16, 2022. The Planning team also sent emails to homeowner association representatives registered with the City and to property management companies regarding the information session. Bill Johnson from the Planning Commission and Becca Gerber from the City Council attended, as well as residents, stakeholders, representatives from the Board of Realtors, and Pacaso representatives.

The main concerns voiced by the community at the Open House included:

- Maintenance and upkeep of properties
- Transparency (i.e., management contact information, when a Fractional Ownership company acquires a property, how many fractional owners)
- Enforcement fatigue— HOAs and neighbors of Nightly Rentals are policing violations, how can the City assure they do not have to police fractional ownership as well?
- Public education between different types of permitting (CUP, Admin CUP, Admin Letter, Business Licensing)
- Intensity of use for secondary homes increases with Fractional Ownership, some neighbors prefer secondary homes that stay empty most of the year.
- Possibility to enact moratorium until all impacts are understood.

Overall takeaways from the Open House:

- Better understanding of Pacaso's business model (average number of owners per property, non-compliance enforcement mechanisms, how owners can remove Pacaso as third-party manager, re-sale of property).
- No consensus on permit type.
- HOAs prefer codified enforcement rather than updating CC&Rs.
- What type of regulations will be put in place to stop Fractional Ownership companies from purchasing a home in a Zoning District where Fractional Ownership is prohibited?

- October is too soon for public to fully understand impacts.

The Planning team also reached out to several communities, including Aspen, Colorado, Jackson, Wyoming, St. Helena, California, and Truckee, California, to learn about their efforts to regulate Fractional Ownership. California has been reviewing solutions longer than the rest of the country. Colorado has not taken formal action to date, and they benefit from Home Rule.

On October 6, 2022, the City Council conducted a public hearing on the proposed amendments and continued the item to October 27, 2022 ([Staff Report](#); [Minutes](#)).

PARK CITY

1884

224

248

Park City - Park City Mtn

Deer Valley Resort

224

N
dsman Pass Rd

Fractional Ownership

- Additional Study
- Allowed
- Not Allowed
- Pending Applications
- Park City limits
- Streets

0 0.5 1 Miles 373

Council Agenda Item Report

Meeting Date: October 27, 2022

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve the Memorandum of Understanding with the Park City Seniors Regarding the Potential Development of the Woodside Park Properties Owned by Park City Municipal Corporation
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Seniors MOU Staff Report](#)

[Exhibit A: Draft MOU](#)



City Council Staff Report

Subject: Memorandum of Understanding with
Park City Seniors
Authors: Jason Glidden, Affordable Housing Program
Department: Housing
Date: October 27, 2022
Type of Item: Administrative

Recommendation

Review and consider approving the proposed Memorandum of Understanding (MOU) with the Park City Seniors regarding the potential development of the Woodside Park properties owned by Park City Municipal Corporation (PCMC).

After considerable time, effort, and collaboration, the parties agree on a mutually beneficial path forward to potentially create a new Park City Seniors Center and affordable housing development in Old Town.

Executive Summary

Goal #1 of the recently adopted 2022 Park City Moderate Housing Plan is to Build affordable and attainable units on City-owned property through public-private partnerships.

To that end, in 2019, the City prioritized the City-owned property on the 1300 block of Woodside Avenue as a potential area for affordable housing development. Formerly, this development area was called and recognized as “Woodside Phase II.”

As with any possible land development, numerous land use decisions must be contemplated, reviewed and vetted, and ultimately approved by the Planning Commission and City Council before any development moves forward. While Park City owns the property, the Park City Seniors Center (owned by the Seniors) and a parking lot are located on portions of the overall property.

In January 2022, the Park City Seniors and PCMC officials re-engaged in good faith to contemplate a new and shared vision of jointly building a brand new Park City Senior Center and an affordable housing development. Among the first steps is to draft and consider an MOU to outline the overall goals, lease considerations, proposed timeline, and the general terms of a potential development agreement.

City Council should review the proposed MOU, hold a public hearing, and consider approving the MOU with the Park City Seniors. If approved, the Housing Team is excited to work in earnest to develop another affordable housing development within Park City and at the same time, ensure the Park City Seniors have a modern facility that meets and supports their needs for the foreseeable future.

Background

Over several years, the City proactively acquired several adjoining parcels in the 1300

block of Park Avenue west up to Empire Avenue in anticipation of developing a large, in-fill affordable housing project in the heart of Old Town. In 2017, the City constructed Woodside Park Phase 1 to the east of these parcels. Woodside Park Phase 1 is a heavily sought-after, 11-unit affordable/attainable housing development between Park Avenue and Woodside Avenue.



WOODSIDE PARK PHASE 1

At the same time, the City planned a [Phase 2](#) affordable housing development on the properties located at 1361 Woodside Avenue, spanning Woodside Avenue and Empire Avenue. This is the location where the PC Senior Center (building is owned by the Seniors) is situated today. At the time, designs called for the creation of just under 50 affordable, deed-restricted townhomes and flats. The proposed development also included enhanced pedestrian access connection between Park Avenue and Empire Avenue, connecting lower Park Avenue to the base of the Park City Mountain Resort for Old Town residents and residents of the housing development.

The Planning Commission approved the project on [May 22, 2019](#). The approval subsequently met several challenges. The first an appeal of the May 22, 2019, Planning Commission (PC) approval of the Master Planned Development (MPD) application by neighbor Doug Lee.

- On June 25, 2019, the Board of Adjustment reviewed the appeal and directed staff to remand the review of Setbacks to the PC, pursuant to LMC 15-6-5(C).
- On September 11, 2019, the PC reviewed compliance with 15-6-5(C) Master Planned Development Requirements – Setbacks, and directed staff to amend the Findings of Fact to reflect their analysis and determination re-approving the requested setbacks, with the exception of a new Condition of Approval that the Empire Avenue Multi-Unit Dwelling shall maintain a minimum Front Yard Setback of twenty-five feet (25').

- The PC ratified the amended Findings of Fact on October 9, 2019.
- On October 18, 2019, Mr. Lee filed a second appeal to the Board of Adjustment based upon the project not having good cause to be awarded a reduced setback on one of the property lines.
- On December 10, 2019, the Board of Adjustment, overturned the Planning Commission's prior approvals.

At the same time, the City was considering plans to build and construct a new Park City Senior Center adjacent to the Mawhinney parking. Although the City and Seniors were working together, the Seniors were uncomfortable with the temporary relocation plans and new concepts for the new facility. As a result of both the lengthy appeal process and the uncertainty of the Seniors, the City withdrew its Woodside Phase 2 application and temporarily suspended any further activity until further direction from Council.

Over the years, the City has helped maintain the existing Senior Center building, land, and parking lot. Recently the City, Summit County, and the Park City Seniors entered into an MOU to clarify each organization's role regarding the shared construct of operations and maintenance and programming of the Senior Center.

During the April 7, 2022, City Council directed the Housing Team and assistance from two Council liaisons to re-engage in discussions with the Seniors on a new development concept. The intent was to determine a development option that could meet both groups' goals (a new Senior facility and more affordable housing within City limits).

Analysis

The Council Liaisons and Housing Team attended monthly meetings with the Seniors and Mountain Lands Community Housing for the past year. During the meetings, each group expressed their goals and concerns and offered creative ideas for what a collective future might hold.

As a result, the Council and Mayor received an official letter from the Seniors Board of Trustees on May 12, 2022. The Board voted unanimously to support a new building concept and senior center and identified several outstanding concerns:

- The security of a long-term lease or agreement for any new facility;
- Increased building space to accommodate future growth in membership;
- Involvement in the design process of any new building;
- Suitable location for temporary space during construction; and
- Control over the use and programming of the space.

Based on the willingness to create a new or revised agreement to allow for the development of the property, the two groups worked on an MOU (Exhibit A).

The overall goal for the Woodside Park Phase 2 project is twofold; 1) develop a mixed-income development that creates new affordable and new senior housing opportunities, 2) develop a newly constructed senior community center.

As part of the MOU, the two groups agree to move forward with the following terms:

- a. The City agrees to provide a new Senior Center space on the site located at 1361 Woodside or on one of the adjacent City-owned parcels;
- b. The City/Developer/Non-Profit Partner will collaborate with the Park City Seniors, Inc., a Utah nonprofit (the “Seniors”) in the design process of the new Senior Center space and Senior Housing; The size should reflect the projected growth in the senior population in Summit County, while meeting all City zoning and Land Management Code requirements and staying within the identified budget.
- c. The Seniors will assist in engaging with the senior (and soon-to-be-seniors) community to organize meetings and/or other outreach efforts to assist in gathering the needs/wants of the Seniors and the community;
- d. The Seniors and City/Developers will all work in good faith to achieve mutually acceptable Project feasibility through appropriate support and consideration of environmental remediation, affordability, design, sustainability, transportation, and other Project requirements and preferences.
- e. The City and Seniors will work in good faith to negotiate a new space lease, with the lease term being a minimum of time remaining from the 99-year lease from July 16, 1976. The new lease will address the Seniors’ exclusive use and control management of a new, agreed-upon space, and maintenance requirements of both parties.
- f. The Seniors agree to terminate the current lease for the property located at 1361 Woodside Avenue only when a new lease is agreed upon, executed, and all lease requirements (completion of the new building, etc.) are met.
- g. The City and the Seniors will work together to secure a temporary Senior Center location acceptable to both parties during the construction of the new facility.
- h. The City and the Seniors will work with the selected developer to develop a plan to honor the current Senior Center building. The plan may include:
 - a. The Repurpose and moving of all/portion of the building to an off-site location. If the building is moved, honoring its history and use with an appropriate plaque and statement of its importance to the Park City community, or;
 - b. Utilizing some of the materials from the existing building in a new space or location.
- i. The City will try to include market-rate and affordable senior housing elements in the new project.
- j. The City will continue to retain ownership of the Land.

Funding

The total amount of funding from the City for this project will be determined in the development/ground lease agreement. The Housing Fund would be a primary source to contribute resources, if desired or necessary.

Exhibits

A- DRAFT Memorandum of Understanding with Park City Seniors

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU" or "Memorandum"), is entered into on the ____ day of _____, 2022 (the "Effective Date"), by and between **Park City Senior Citizens Inc.**, a Utah Non-profit Organization ("Seniors"), located at 1316 Woodside venue, Park City, Utah 84060, and **Park City Municipal Corporation**, a Utah municipal corporation, located at P.O. Box 1480, Park City, Utah 84060 ("City"). Seniors and City may be referred to individually as (the "Party", or collectively, the "Parties").

1. PURPOSE AND SCOPE

The Parties hereby enter into this Memorandum to summarize their mutual agreements relating to the proposed development of a permanent Park City Senior Center and mixed-use, mixed-income affordable housing development (the "Project") on the property owned by the City located at 1361 Woodside Avenue, Park City, Utah (the "Land"). A legal description of the Land is attached hereto as "Exhibit A" and incorporated herein. This MOU reflects the Parties' negotiations and is intended to outline the terms of a potential agreement or space lease (the "Agreements"). The Agreements will include additional terms and conditions which are not set forth herein. Until the Agreements are signed by both Parties, either Party may decide not to proceed with the proposed Agreements and may terminate this Memorandum by delivering at least sixty (60) days advance written notice to the other, subject to the provisions in this Memorandum.

2. SHARED GOALS OF THE PARTIES

The Seniors and City both desire to create high-quality mixed-used development for the Park City Seniors and community on the city-owned property located at 1361 Woodside Avenue. The Parties desire to develop a project incorporating a new, state of the art senior center, market rate rental senior housing, affordable rental senior housing, and *affordable* rental community housing with an average affordability AMI to be determined on all affordable units. A mix of unit types is envisioned to accommodate various family sizes and abilities. In addition, the Parties desire the Project to be a model of responsible design, attaining high levels of resource efficiency which align with the City's sustainability and net-zero energy goals, as well as high levels of integration into the City's walkability and transit plans.

3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

The Parties agree to the following terms, conditions, and constraints:

- a. The City agrees to provide a new Senior Center space on the site located at 1361 Woodside or on one of the adjacent City-owned parcels;
- b. The City/Developer/Non-Profit Partner will collaborate with the Park City Seniors, Inc., a Utah nonprofit (the "Seniors") in the design process of the new Senior Center space and Senior Housing; The size should reflect the projected growth in the senior population in Summit County, while meeting all City zoning and Land Management Code requirements.

- c. The Seniors will assist in engaging with the senior (and soon-to-be-seniors) community to organize meetings and/or other outreach efforts to assist in gathering the needs/wants of the Seniors and the community;
- d. The Seniors and City/Developers will all work in good faith to achieve mutually acceptable Project feasibility through appropriate support and consideration of environmental remediation, affordability, design, sustainability, transportation, and other Project requirements and preferences.
- e. The City and Seniors will work in good faith to negotiate a new space lease, with the lease term being a minimum of time remaining from the 99-year lease from July 16, 1976. The new lease will address the Seniors' exclusive use and control management of a new, agreed upon space, and maintenance requirements of both parties.
- f. The Seniors agree to terminate the current lease for the property located at 1361 Woodside Avenue only when a new lease is agreed upon, executed, and all lease requirements (completion of the new building, etc) are met.
- g. The City and the Seniors will work together to secure a temporary Senior Center location acceptable to both parties during the construction of the new facility.
- h. The City and the Seniors will work with the selected developer to develop a plan to honor the current Senior Center building. The plan may include:
 - a. The Repurpose and moving all/portion of the building to an off-site location. If the building is moved, honoring its history and use with an appropriate plaque and statement of its importance to the Park City community, or;
 - b. Utilizing some of the materials from the existing building in a new space or location.
- i. The City will try to include both market-rate and affordable senior housing elements in the new project.
- j. The City will continue to retain ownership of the Land.

4. TERMS OF UNDERSTANDING

Subject to Section 1, the term of this Memorandum shall be for a period of three (3) years from the Effective Date and may be extended upon written mutual agreement of both Parties. Upon execution hereof, the Parties will use diligent, good faith efforts to finalize and execute the Agreements. Accordingly, the Agreements will supersede and terminate this Memorandum.

5. LEGAL COMPLIANCE

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Memorandum in accordance with the terms and conditions hereof and the provisions of the law and regulations that govern their activities. Nothing in the Memorandum is intended to negate or render any such provisions or operating procedures ineffective. The Parties assume full responsibility for their performance under the terms of this Memorandum and acknowledge time is of the essence.

If at any time either Party is unable to perform their duties or responsibilities under this Memorandum as required hereunder, the affected Party shall immediately provide written notice to the other Party to establish a date for resolution of the matter.

6. LIMITATION OF LIABILITY

No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this Memorandum.

7. NOTICES

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person, or by certified mail, return receipt requested, to the addresses set forth below or to such address that has been furnished to the other in writing.

Park City Municipal Corporation
Jason Glidden
Housing Development Manager
jglidden@parkcity.org
445 Marsac Ave
PO Box 1480
Park City, Utah 84060

Park City Seniors Board of Trustees
Cheryl Soshnik
Board President
ParkCityUtahSeniors@gmail.com
1361 Woodside Avenue
PO Box 681617
Park City, UT 84068

8. GOVERNING LAW

This Memorandum shall be governed by and construed in accordance with the laws of the State of Utah.

9. CONFIDENTIALITY

The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G of the Utah Code, as amended, and Park City Municipal Code Title 5 (“GRAMA”). Any materials for which a Party claim a privilege from disclosure based on business confidentiality shall be submitted marked as “confidential - business confidentiality” and accompanied by a concise statement of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. Seniors specifically waive any claims against the City related to any disclosure of materials pursuant to GRAMA.

10. AUTHORIZATION AND EXECUTION

The purpose of this Memorandum is to set forth the general description of a proposed transaction and to indicate the willingness of the Parties to continue negotiations with respect to such transaction, using good faith and to the best of their abilities, the goals and objectives stated in this MOU. The signing of this Memorandum shall not constitute a legally binding agreement between the Parties or place a legally enforceable obligation upon the Parties.

11. ASSIGNABILITY

This Memorandum shall not be assignable by either Party without the express written consent of other Party.

15. COUNTERPARTS

This Memorandum may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

16. ELECTRONIC SIGNATURES

Each party agrees that the signatures of the parties included in this Memorandum, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

[SIGNATURE PAGE FOLLOWS]

This MOU shall be signed by Park City Municipal Corporation and Park City Seniors, and shall be effective as of the date first written above.

CITY:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name/Title: Nann Worell, Mayor

SENIORS:

PARK CITY SENIORS,
a Utah non-profit

By: Park City Seniors,
a Utah non-profit
Its: Board President

By: _____
Name/Title: Cheryl Soshnik, its Board President

EXHIBIT A

Property Address: 1361 Woodside Avenue, Park City, Utah

Parcel Numbers: SA-265-A-X

Zoning: Resort Commercial

Legal Description: THAT PT OF BLK 24 SNYDERS ADDITION TO PARK CITY, LESS EXCEPT AS CONVEYED BAL TRACT 1,1.871;TRACT 2,2.224 AC; TRACT 30.018 AC; TRACT 4, 0.025 AC TOTAL 4.368 AC LESS TRACT BEG S 10.22 FT & 243.12 FT E FR W'N MOST COR BLK 24 SNYDERS ADDITION TO PARK CITY, TH S 54°01'W 76.49 FT; N20°26'20" W 22.04 FT, N 54°01' E 72.34FTS 31°15' E 21.31 FT TO BEG CONT 0.036 AC ALSO A TRACT BEG S 16.0 FT & E 258.78 FT W'N MOST COR BLK 24, SNYDERS ADDITION TO PARK CITY RUN TH S 35°59'E 40.0 FT; S 54°01' W 10.23 FT; N 31°15' W 40.14 FT;N 54°01'E 6.92 FT TO BEG CONT 0.0079 AC ALSO TRACT: BEG AT PT ON W R/W LINE WOODSIDE AVE, S 8.16 FT & E 245.96 FT FR W'N MOST COR BLK 24 SNYDERS ADD TO PARK CITY, TH S 31°15'E ALG SD W R/W LINE 76.03 FT; S 62°42'W 3.51 FT; N 31°51'W 75.5FT; N 54°01' E 3.51 FT TO BEG M20-622-5,626, M139-561-562 LESS 19FT X 33 FTM152-236-237 LESS M188-617 .017 AC (SA-266-B) M188-618,619 .05 AC(SA-266-C)M188-620 0.22 AC(SA-286-C) M188-621.01 AC(SA-286-D) ALSO DESC M188-637 .056ACRES BEG AT A PT N 54°01'E 175.00 FT & S 35°59'E 129.90 FT FR TH NW'LY COR OF BLK 24,SNYDERS ADDITION TO PARK CITY; THS 35°59'E 95.01 FT; TH N 62°42'E 9.60 FT TH N 31°15'W 96.81 FT; TH S 54°01'W17.48FT TO PT OF BEG CONT 0.042 AC ALSO BEG AT PT ON W R/W LINE OF WOODSIDE AVE, SD PT BEING S 8.16 FT & E 245.96 FT FR W'N MOST COR OF BLK 24,SNYDERS ADD ,LOCATED IN SEC 16,T2SR4E,SLBM; & RUN TH S 31°15'E ALG SD W R/W LINE 76.03 FT; TH S 62° 42'W 3.51 FT; TH N 31°51'W 75.50 FT; THN 54°01'E 3.51 FT TO PT OF BEG CONT .0061 AC ALSO BEG AT PT S16.00 FT & E 258.78FT FR TH W'N MOST COR OF BLK 24, SNYDER ADD, SEC 16,T2S4E,SLBM; & RUN TH S 35°59'E 40.00 FT; TH S 54°01'W 10.23 FT; THN 31°15'W 40.14 FT; TH N 54°01'E 6.92 FT TO PT OF BEG CONT .0079 AC LESS 0.04 AC M207-18(SA-279) LESS 0.03 AC TO 1378 PARK PLACE CONDO M219-105 ALSO TWO SMALL TRACTS 0.0096 AC FR 1378 PARK PLACE CONDO SUBJECT TO EASEMENT M237-360 LESS .07 AC 290-270 (SA-283-B) (LESS WOODSIDE PARK SUBDIVISION PHASE 1)



EXHIBIT B MILESTONE SCHEDULE

The dates provided herein are explicit targets and not contractual obligations.

INSERT TIMELINE CHART

City Council Staff Report



Subject: Heimpel Plat Amendment – 455 Woodside Avenue
Application: PL-22-05278
Author: Makena Hawley, Planner II
Date: October 27, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the City Council review the Heimpel Plat Amendment located at 455 Woodside Avenue, hold a public hearing, and consider approving Ordinance 2022-42 based on Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: 1270 Rothwell, LLC, Ryan Heimpel
Location: 455 Woodside Avenue
Zoning District: Historic Residential -1
Adjacent Land Uses: Single-Family Dwellings; Multi-Unit Dwellings, including Quittin' Time Condos and Woodside Chalet Condos
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

Abbreviations

HDDR Historic District Design Review
HR – 1 Historic Residential – 1
LMC Land Management Code
SFD Single Family Dwelling

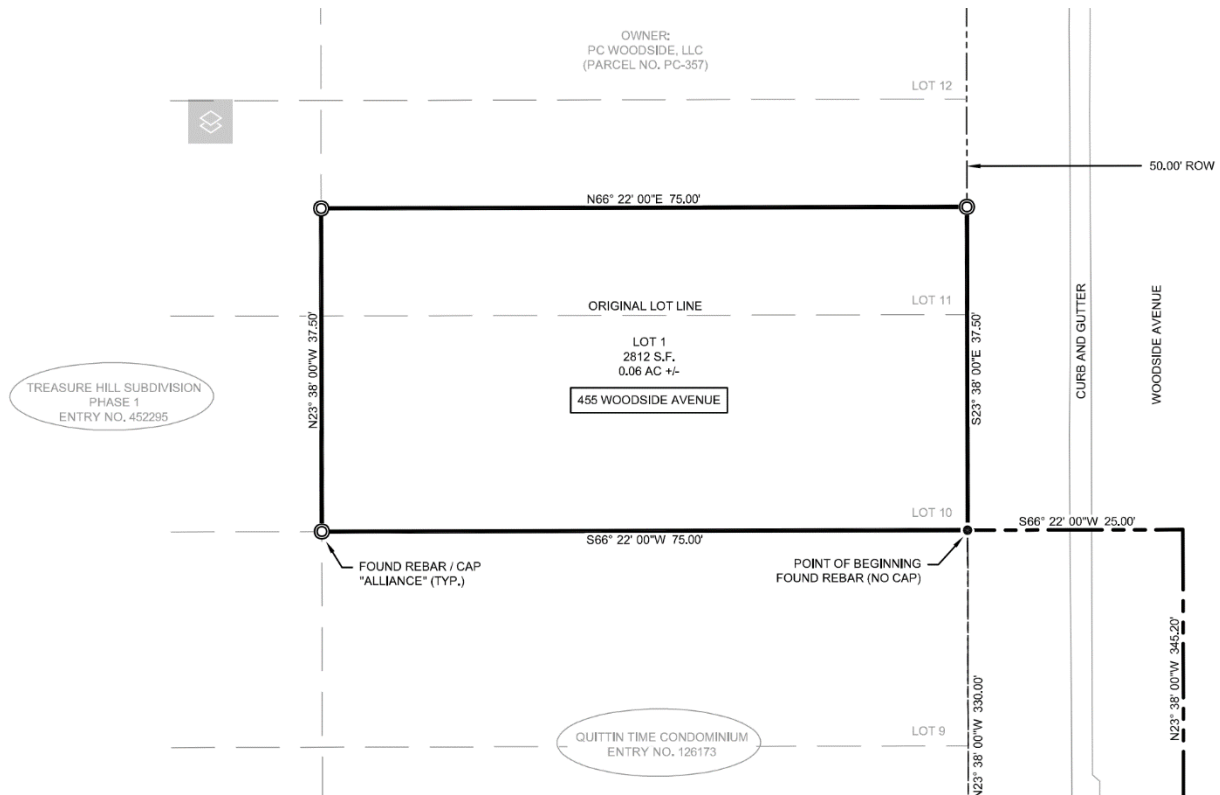
Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Applicant proposes to combine all of Lot 10 with the southern half of Lot 11 of Block 29 in the Park City Survey and build a Single-Family Dwelling (SFD). Both Lots are currently vacant.

Proposed Plat (Attachment 1):

¹ LMC [§ 15-7.1-2\(B\)](#).



Background

On September 14, 2022, the Planning Commission reviewed the Heimpel Plat Amendment, held a public hearing, and forwarded a positive recommendation with 3 votes for and 1 vote against.

Public Comment was presented and a Planning Commissioner voiced concern over the plat amendment because the Lot combination expanded a historic 25' x 75' Lot, allowing for larger development. Another Commissioner noted that the 37.5' lot width is in keeping with the character of the neighborhood and that having a 12.5' remnant plot of land does not keep with the row house character along the street ([Staff Report, Minutes](#))

The Lot and a half have been owned together as far back as the 70's and a structure cannot be built over a Lot line. The purpose of the plat amendment is to remove the line to create a more developable Lot which is permitted in the HR-1 zone under certain circumstances described in the Analysis below.

On June 6, 2022 the Applicant submitted a Plat Amendment Application and on August 10, 2022, the Applicant submitted an application for a Historic District Design Review (HDDR) to construct a SFD (PL-22-05342). The Applicant must also submit an Administrative Steep Slope Conditional Use Permit. These applications may run

concurrently within the Planning Department.

Analysis

(I) The proposed Plat Amendment complies with the Historic Residential – 1 (HR-1) Zoning District Requirements.

The purposes of the HR – 1 Zoning District are to:

1. preserve present land Uses and character of the Historic residential Areas of Park City;
2. encourage the preservation of Historic Buildings and/or Structures;
3. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
4. encourage single family Development on combinations of 25' x 75' Historic Lots;
5. define Development parameters that are consistent with the General Plan policies for the Historic core; and
6. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.²

Single-Family Dwellings are an Allowed Use in the HR – 1 Zoning District.³

The table below outlines the HR-1 Zoning District Lot and Site Requirements:⁴

HR-1 Zoning District Requirement	Analysis of Proposal
Min. Lot Area: 1,875 sq. ft.	Complies; Proposed Lot will contain 2,812 sq. ft. or .06 acres.
Min. Lot Width: 25 feet	Complies; The Lot as proposed is 37.5 feet wide.
Lot Depth: 75 feet	Complies; The Lot is 75 feet deep.
Maximum Building Footprint = (Lot Area/2) x 0.9 Lot Area/1875	Condition of Approval 4: Any new development must comply with the Land Management Code and requires Historic District Design Review. The maximum building footprint for the lot is 1,201 sq. ft.

² LMC [§ 15-2.2-1](#)

³ LMC [§ 15-2.2-2\(A\)\(1\)](#)

⁴ LMC [§ 15-2.2-3](#)

Setbacks: Front: 10 feet Rear: 10 feet Side: 3 feet	Condition of Approval 4. New construction must comply.
Building Height: 27 feet	Condition of Approval 4. New construction must comply.

(II) Staff finds Good Cause for combining Lot 10 and half of Lot 11.

Plats are reviewed according to LMC [§ 15-7.1-6](#), *Final Subdivision Plat*, and approval requires a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

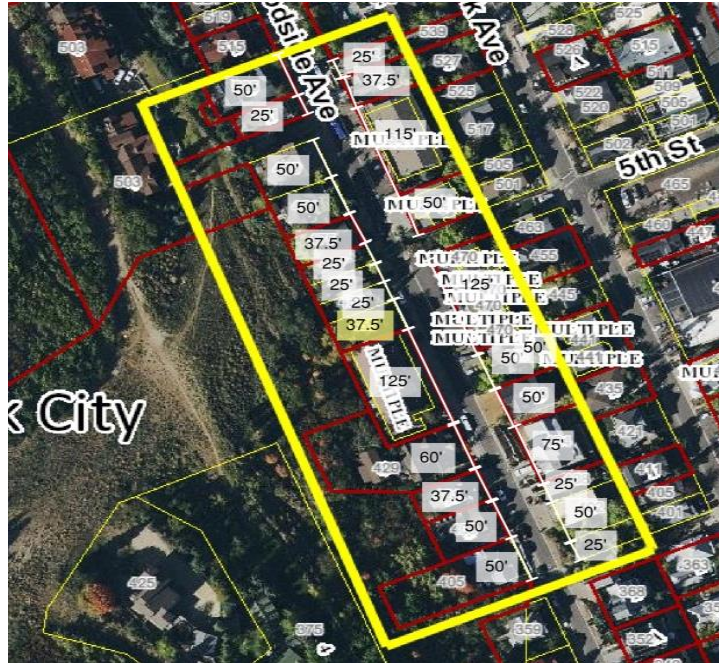
LMC [§ 15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

One of the purposes of the HR-1 Zoning District is in part to preserve present land Uses and the character of the Historic residential Areas of Park City.⁵ Lots surrounding 445 Woodside and along upper Woodside Avenue range from 25’ lots with SFDs to Multi-Unit Dwellings with 120’ frontage to Woodside Avenue. There are several Lots with 37.5’ and 50’ frontage along upper Woodside. Therefore, the proposal for 455 Woodside is compatible with the character of the streetscape. This proposal is consistent with the Zoning District and preserves the character of residential development consistent with the Design Guidelines for Historic Districts.

Brief review of frontage widths in the 600-foot block (about an Old Town Park City Block and a Half) of the proposed Plat Amendment show there are (the proposed plat amendment Lot is highlighted yellow):

- 7 Lots 25 feet in width
- 3 Lots 37.5 feet in width
- 9 Lots 50 feet in width
- 5 Lots over 50 feet in width (including condominium buildings)

⁵ LMC [§ 15-2.2-1\(A\)](#)



The Planning Department finds Good Cause for the proposed Plat Amendment as the Plat will remove an internal lot line that could not be built across, the width of the lot will remain in keeping with the width of other Lots in the immediate neighborhood, and the Plat Amendment will preserve the character of the neighborhood by facilitating the infill development of a Single-Family Dwelling consistent with the Historic District Design Guidelines and streetscape.

Furthermore, the Plat Amendment does not vacate or amend any portion of the platted Right-of-Way and no easements are vacated or amended.

(IV) The Development Review Committee requires additional information at the Building Permit stage.

The Development Review Committee⁶ met on August 2, 2022 and noted that a geotechnical report and storm drain analysis would be required at Building Permit stage. These items will also be required as part of the Administrative Steep Slope Conditional Use Permit application.

⁶ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning, Engineering, and Legal Departments reviewed this application and did not identify any issues.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on August 31, 2022. Staff mailed courtesy notice to property owners within 300 feet on August 30, 2022. The *Park Record* published notice on August 31, 2022. LMC [§ 15-1-21](#).

Public Input

Public input was provided during the Planning Commission public hearing and the Minutes are available [here](#)

Exhibits

Exhibit A: Draft Ordinance No. 2022-42

Attachment 1: Proposed Plat

Exhibit B: Existing Plat

Exhibit C: Topographic Survey

Exhibit D: Site Photos

Ordinance No. 2022-42

**AN ORDINANCE APPROVING THE HEIMPEL PLAT AMENDMENT, LOCATED AT
455 WOODSIDE AVENUE, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 455 Woodside Avenue petitioned the City Council for approval of the Heimpel Plat Amendment; and

WHEREAS, on August 31, 2022, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on August 31, 2022, notice was posted to the property; and

WHEREAS, on August 31, 2022, courtesy notice was mailed to property owners within 300 feet of 455 Woodside Avenue; and

WHEREAS, on September 14, 2022, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on September 14, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on October 27, 2022; and

WHEREAS, on October 27, 2022, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.2 and 15-7.

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

SECTION 1. APPROVAL. The Heimpel Plat Amendment, located at 455 Woodside Avenue, 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 455 Woodside Avenue.
2. The property is listed with Summit County as Parcel number PC-356 and consists of Lot 10 and half of Lot 11 of Block 29, Park City Survey.
3. The Applicant owns Lot 10 and half of Lot 11.
4. The property is in the Historic Residential (HR-1) Zoning District.
5. The Site is vacant.
6. Historically, 455 Woodside Avenue contained a Single-Family Dwelling which was demolished in 2000.
7. The owner of 455 Woodside Avenue submitted for an HDDR on August 10, 2022, which is currently being processed by the Planning Department.

8. The Lot of 455 Woodside Avenue will require to a Steep Slope Conditional Use Permit.
9. The LMC regulates Lot and Site Requirements per LMC § 15-2.2-3.
10. A Single-Family Dwelling is an allowed Use in the HR-1 Zoning District and requires a minimum Lot size of 1,875 square feet. The proposed Lot size for is 2,812 sq. ft.
11. The minimum Lot width in the HR-1 Zoning District is 25 feet. The proposed Lot width is 37.5 feet.
12. The required front Setback for Lot depths of 75 feet is ten feet (10').
13. The required Side Setback is three feet (3').
14. In the HR-1 Zoning District, the Maximum Building Footprint = $(\text{Lot Area}/2) \times 0.9^{\text{Lot Area}/1875}$. The Maximum Building Footprint for the proposed Lot is 1,201 square feet.
15. Building Height in the HR-1 Zoning District is 27 feet.
16. The findings in the Analysis section of the Staff Report are incorporated herein.
17. There is Good Cause for combining Lot 10 and half of Lot 11 because the proposal is consistent with character of residential development and will be required to comply with the Design Guidelines for Historic Districts.
18. The plat amendment does not vacate or amend any portion of the platted Right of Way.
19. No easement is vacated or amended as a result of the plat amendment.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.2, *Historic Residential (HR-1) Zoning District*, and LMC § 15-7.1-6, *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney's Office, 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 (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new construction, to be approved by the Chief Building Official.
4. Any new development must comply with the Land Management Code and requires Historic District Design Review.

5. City Engineer review and approval of all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards is required prior to issuance of any building permits.
6. No remnant portion of Lot 12 is separately developable.

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

PASSED AND ADOPTED this 27th Day of October 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

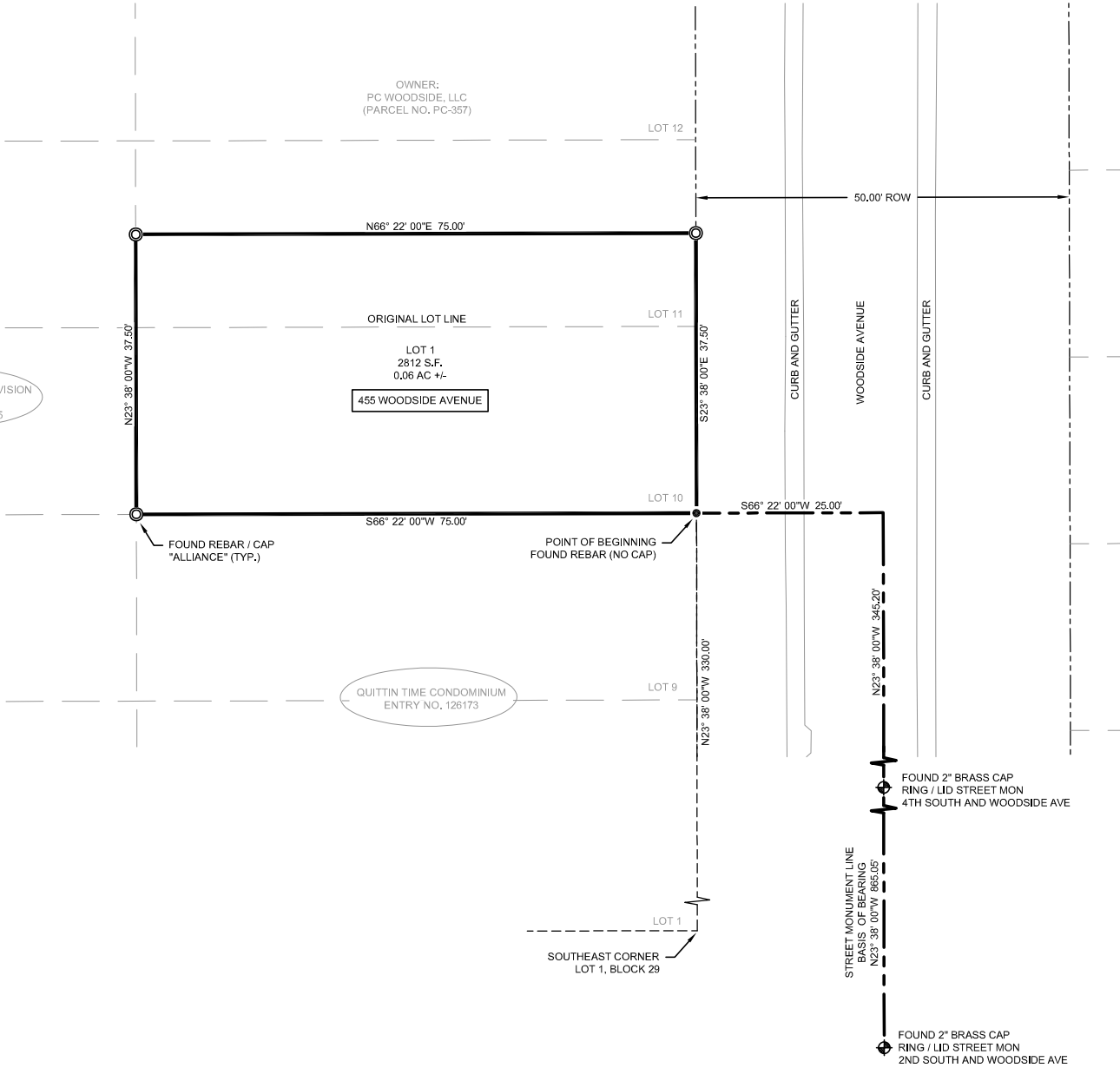
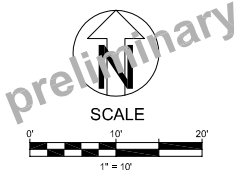
APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Plat

HEIMPEL SUBDIVISION
AMENDING LOT 10 AND THE SOUTH HALF OF LOT 11, BLOCK 29, PARK CITY SURVEY

LOCATED IN THE:
SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 3 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



LEGEND	
MONUMENT LINE	---
BOUNDARY LINE	---
ADJACENT LOT LINE	---
FOUND MONUMENT (AS NOTED)	• ○ ⊕
CURB AND GUTTER	=====
ORIGINAL LOT LINE	---

ROCKY MOUNTAIN POWER ROCKY MOUNTAIN POWER SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP, AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS, INCLUDING STRUCTURES, TREES VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E., AT THE LOT OWNERS EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNERS EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E., OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E., WITHOUT PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.. _____ ROCKY MOUNTAIN POWER - REPRESENTATIVE DATE		DOMINION ENERGY DOMINION ENERGY / QUESTAR GAS APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS, QUESTAR MAY SECURE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OF WAIVER OF ANY OTHER EXISTING RIGHTS, CALCULATIONS, OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-346-8532. _____ DOMINION ENERGY - REPRESENTATIVE DATE		PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 20__ A.D. BY: _____ CHAIR SNYDERVILLE BASIN WATER RECLAMATION DISTRICT APPROVED AND ACCEPTED THIS ____ DAY OF _____, 20__ A.D. BY THE SUMMIT COUNTY FIRE DISTRICT _____ SNYDERVILLE BASEIN WATER RECLAMATION DISTRICT		COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 20__ A.D. BY: _____ MAYOR CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 20__ A.D. BY: _____ PARK CITY RECORDER		ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 20__ A.D. BY: _____ SUMMIT COUNTY ENGINEER APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF _____, 20__ A.D. BY: _____ PARK CITY ATTORNEY		PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS ____ DAY OF _____, 20__ A.D. BY: _____ SUMMIT COUNTY GIS COORDINATOR		SUMMIT COUNTY RECORDER STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____, FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____	
---	--	---	--	--	--	---	--	---	--	---	--	---	--

OWNER'S DEDICATION AND CONSENT TO RECORD
KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED ARE THE OWNERS OF THE TRACT OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, AND HEREBY CAUSE THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS HEIMPEL SUBDIVISION, AMENDING LOT 10 AND THE SOUTH HALF OF LOT 11, BLOCK 29, PARK CITY SURVEY, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNER(S) ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.
AS WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 20__, A.D.

BY: _____ NAME: _____ TITLE _____ FOR 1270 ROTHWELL LLC. _____ DATE _____

ACKNOWLEDGMENT
ON THIS ____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF _____, IN SAID STATE OF UTAH, THE SIGNERS OF THE ABOVE OWNERS DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES MENTIONED.

NOTARY PUBLIC IN AND FOR THE STATE OF UTAH
RESIDING IN _____, UTAH
STATE OF UTAH }
COUNTY OF _____ }
MY COMMISSION EXPIRES: _____

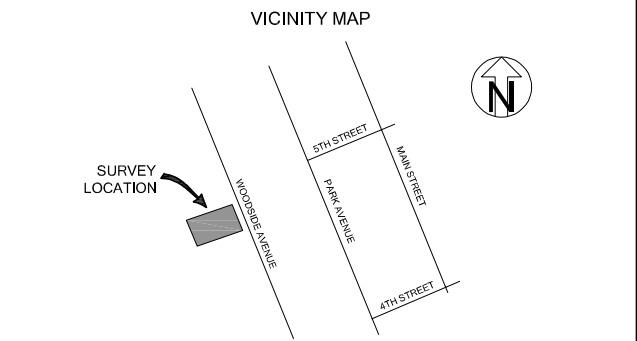
SUBDIVISION BOUNDARY DESCRIPTION
A PARCEL OF LAND SITUATE UPON A PORTION OF BLOCK 29, PARK CITY SURVEY, BEING ALL OF LOT 10 AND THE SOUTH HALF OF LOT 11 OF SAID BLOCK 29, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 2 INCH BRASS CAP RING AND LID STREET MONUMENT AT 4TH SOUTH AND WOODSIDE AVENUE. THENCE NORTH 23°38'00" WEST 345.20 FEET, THENCE SOUTH 66°22'00" WEST 25.00 TO A POINT ON THE WEST LINE OF WOODSIDE AVENUE AND THE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING NORTH 23°38'00" WEST 333.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 29; THENCE SOUTH 66°22'00" WEST 75.00 FEET; THENCE NORTH 23°38'00" WEST 37.50 FEET; THENCE NORTH 66°22'00" EAST 75.00 FEET TO A POINT ON THE WEST LINE OF SAID WOODSIDE AVENUE; THENCE SOUTH 23°38'00" EAST 37.50 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.
CONTAINS: 2,812 S.F. / 0.06 AC +/-

- NOTES
- THE PURPOSE FOR THIS PLAT AMENDMENT IS TO COMBINE LOT 10 AND THE SOUTH HALF OF LOT 11, BLCOK 29, PARK CITY SURVEY.
 - THE OWNER OF RECORD AT THE TIME THIS PLAT WAS COMPLETED IS 1270 ROTHWELL LLC, WARRANTY DEED, ENTRY NUMBER 1176913, AS RECORDED SUMMIT COUNTY RECORDERS OFFICE.
 - THIS PLAT AMENDMENT WAS PERFORMED AT THE REQUEST OF RYAN HEIMPEL AND PARK CITY.
 - THE BOUNDARY SHOWN HEREON IS TAKEN FROM RECORD INFORMATION, AS SHOWN ON PARK CITY SURVEY BLOCKS 4, 10, AND 29, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.
 - THIS PLAT AMENDMENT IS SUBJECT TO THE CONDITIONS OF APPROVAL IN ORDINANCE 2021-_____.
 - ZONING IS HR-1, HISTORIC RESIDENTIAL

SURVEYOR'S CERTIFICATE
I, MARK S. NICKEL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 7028650, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS HEIMPEL SUBDIVISION, AMENDING LOT 10 AND THE SOUTH HALF OF LOT 11, BLOCK 29, PARK CITY SURVEY AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT.

MARK S. NICKEL
P.L.S. 7028650

DATE



LAND SURVEYING
FLINT
DEVELOPMENT
PO BOX. 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

DRAWN BY: JD
CHECKED BY: MSN
PROJECT NO. 210007
210007
1" = 10'
0' 10'

SUBMISSION DATE:	5	4	3	2	1	#	DATE	BY

CLIENT
RYAN HEIMPEL
455 WOODSIDE AVENUE
PARK CITY, UTAH
CONTACT: RYAN HEIMPEL
PHONE: (310) 924-2115

PROJECT
HEIMPEL SUBDIVISION
455 WOODSIDE AVENUE
PARK CITY, UTAH
SE1/4 SEC 16, T2S, R4E, S1B&M
SHEET TITLE
AMENDED SUBDIVISION PLAT

NUMBER:
ACCOUNT:
SHEET 1 OF 1

Note: # Refers to Street Address

BOOK PAGE

THIRD STREET

PARK CITY - BLOCKS 4, 10, 29, SECTION 16, T2S R4E, S.L.B.&M.

TREASURE HILL SUBDIVISION Ph. I (1996)

29 QUITTIN TIME CONDO (1975)

429 WOODSIDE AVENUE PLAT AMENDMENT SUB. (2013)

ELDER PARK SUB. (1996)

409 WOODSIDE REPLAT SUB. (1998)

42	5
43	4
44	3
45	2
46	1

42	5
43	4
44	3
45	2
46	1

THIRD STREET

STREET

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

FOURTH STREET

SUMMIT COUNTY, UTAH

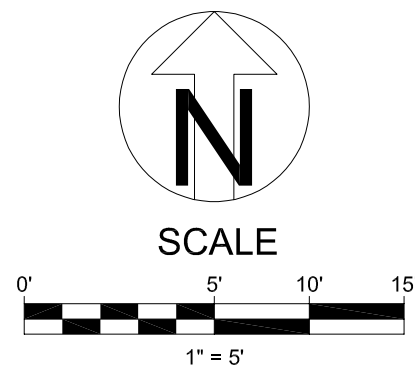
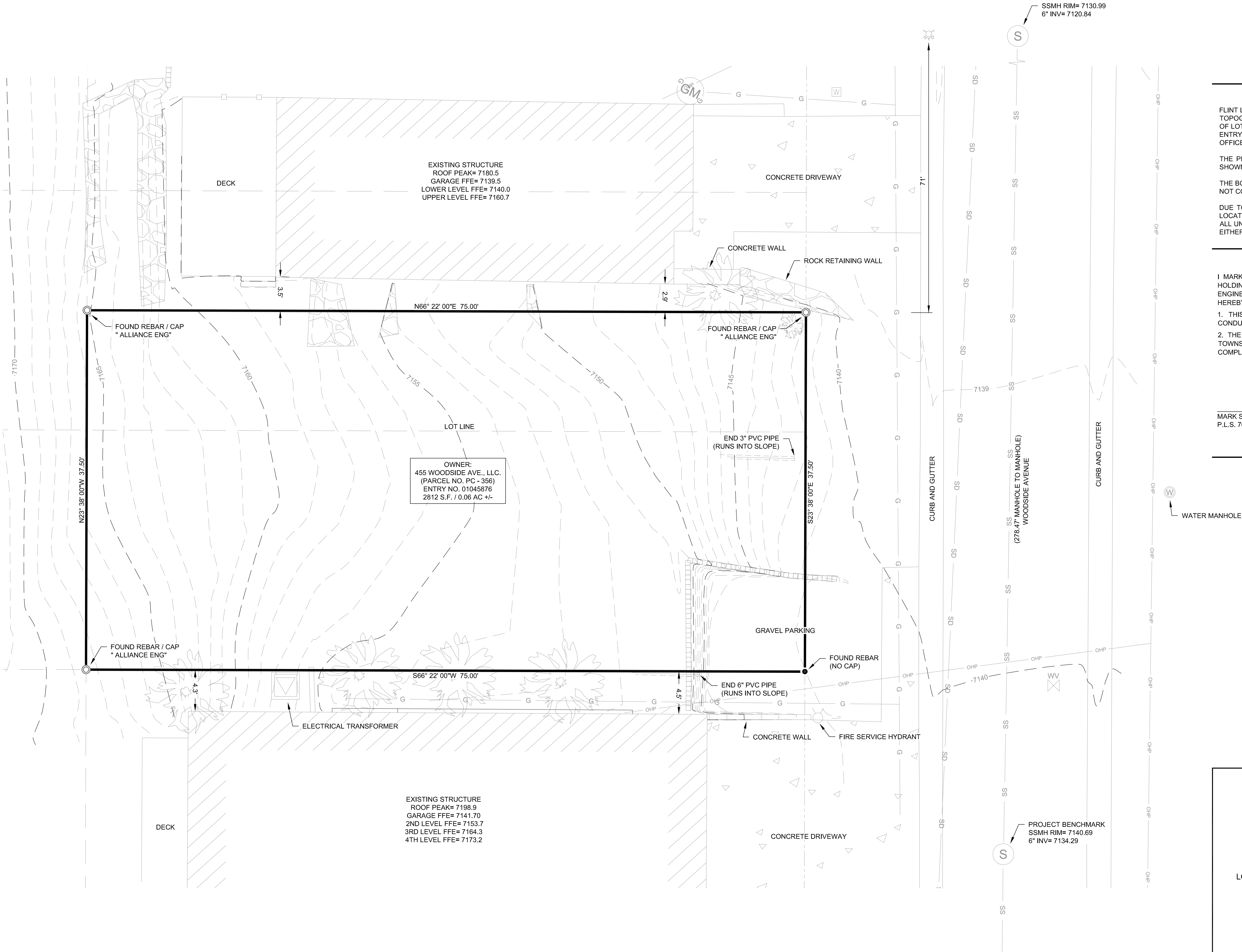
Approved	REVISIONS - DATE AND INITIAL (In Pencil)
Utah State Tax Comm	5/5/2010
Date	By
Engineering Associates Inc.	

SCALE
ONE INCH = 40 FEET
BOOK PAGE

G:\2021\1107 HEIMPEL ROS (PARK CITY)\DRAWINGS\SHEET\SHEMPEL CERT TOPO - 101421.DWG

A CERTIFIED TOPOGRAPHIC SURVEY OF THE: 455 WOODSIDE AVENUE, LLC. PROPERTY

LOT 10 AND A PORTION OF LOT 11, BLOCK 29, PARK CITY SURVEY
LOCATED IN THE:
SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



NARRATIVE:

FLINT LAND SURVEYING AND DEVELOPMENT WAS HIRED TO COMPLETE A CERTIFIED TOPOGRAPHY OF COUNTY PARCEL PC - 356, BEING ALL OF LOT 10 AND A PORTION OF LOT 11, BLOCK 29, PARK CITY SURVEY, DESCRIBED IN SPECIAL WARRANTY DEED ENTRY NUMBER 01045876, RECORDED IN THE SUMMIT COUNTY RECORDER'S OFFICE.

THE PROPERTY CORNERS WERE MARKED WITH REBAR AND CAP, BY OTHERS AS SHOWN ON THIS PLAT.

THE BOUNDARY SHOWN ON THIS PLAT IS APPROXIMATE. A BOUNDARY SURVEY WAS NOT COMPLETED ON THIS PARCEL.

DUE TO THE HEAVY SNOWFALL, THE UTILITIES SHOWN ON THIS MAP HAVE BEEN LOCATED FROM FIELD OBSERVATIONS ONLY. NO GUARANTEES ARE MADE THAT ALL UNDERGROUND UTILITIES SHOWN, COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

SURVEYOR'S CERTIFICATE

I MARK S. NICKEL, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, HOLDING A LICENSE IN ACCORDANCE WITH "TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT" LICENSE NO. 7028650, DO HEREBY CERTIFY THAT:

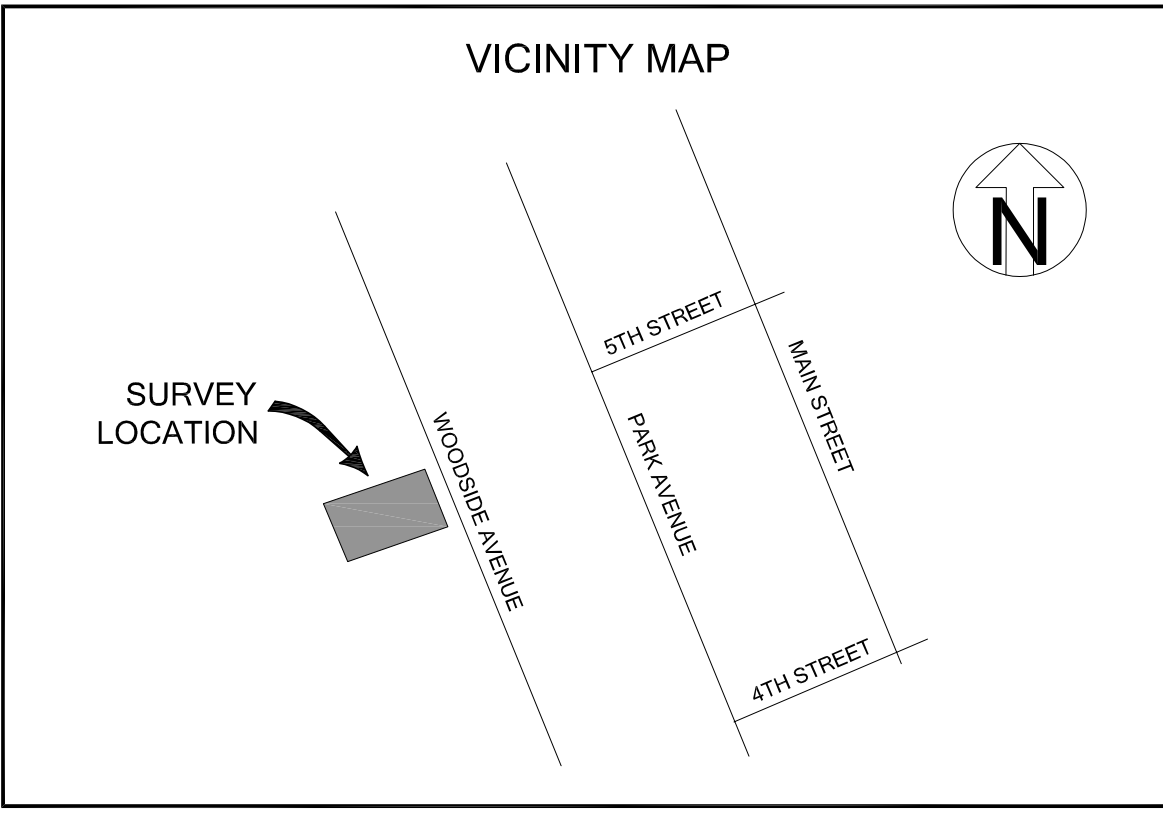
- THIS CERTIFIED TOPOGRAPHY REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY SUPERVISION AT THE INSTANCE OF RYAN HEIMPEL.
- THE LAND SURVEY LIES WITHIN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE MERIDIAN AND THE SURVEY WAS COMPLETED ON 10/13/20210.

MARK S. NICKEL
P.L.S. 7028650

Mark S. Nickel
MARK S. NICKEL
10/15/2021

OCTOBER 15 2021
DATE

LEGEND	
MONUMENT LINE	---
BOUNDARY LINE	---
ADJACENT LOT LINE	---
FOUND MONUMENT (AS NOTED)	● ○ ⊕
CURB AND GUTTER	---
GAS LINE	— G —
WATER FEATURES	— W —
SEWER LINE	— SS —
OVERHEAD POWER	— OHP —
ROCK WALL	—
R/R TIE WALL	—
UTILITY POLE / LIGHT POLE	— / —
CONCRETE	—



LAND SURVEYING
FLINT
DEVELOPMENT

PO BOX. 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
WWW.FLINTUTAH.COM

DRAWN BY: JUD
CHECKED BY: MSN
PROJECT NO.
211007

1" = 5'

SUBMISSION DATE:
10/15/2021

5	4	3	2	1	#

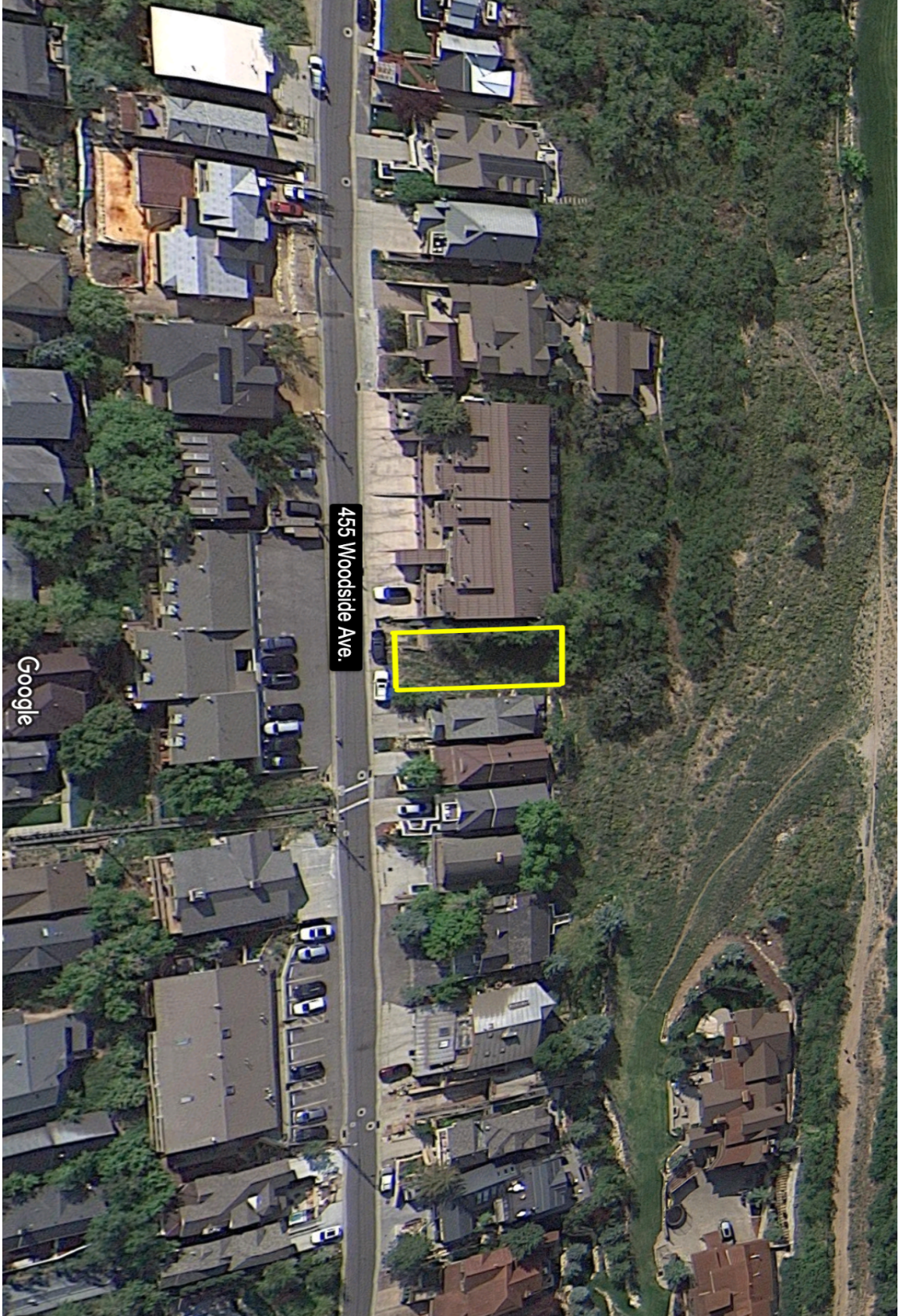
CLIENT
RYAN HEIMPEL

CONTACT: RYAN HEIMPEL
PHONE: (310) 924-2115

PROJECT
455 WOODSIDE AVE., LLC PROPERTY
455 WOODSIDE AVENUE
PARK CITY, UTAH
SE 1/4 SEC 16, T2S, R4E, SLB8M

SHEET TITLE
CERTIFIED TOPOGRAPHY

NUMBER:
ACCOUNT:
SHEET
1
OF 1



455 Woodside Ave. - Panoramic Views

View from the East



View from the West



View from the South



View from the North



City Council Staff Report



Subject: Stonebridge Amended Plat (Amending Unit 14F and Common Area)
Application: PL-22-05167
Author: Spencer Cawley
Date: October 27, 2022
Type of Item: Administrative – Plat Amendment

Recommendation

Staff recommends the City Council (I) review the proposed Stonebridge Amended Plat, Amending Unit 14F and Common Area, (II) hold a public hearing, and (III) consider approving Ordinance No. 2022-43, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant: Carole Merritt
Gary Knapp, Applicant Representative
Location: 1201 Stonebridge Circle
Zoning District: Residential Development
Adjacent Land Uses: Multi-Unit Dwellings; Planned Unit Development
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council final action¹

LMC: Land Management Code
HOA: Homeowners Association
PUD: Planned Unit Development
RD: Residential Development

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

Summary

On September 28, 2022, the Planning Commission reviewed the Stonebridge Amended Plat, held a public hearing, and forwarded a unanimous positive recommendation for City Council's consideration. One Commissioner asked if the proposed elevator addition will impact any existing significant vegetation. The placement of the elevator will not impact any significant vegetation. ([Staff report](#); [Meeting audio](#)).

Background

Stonebridge is a Planned Unit Development (PUD), containing 26 units, and located in the Residential Development (RD) Zoning District. On May 20, 1981, the Planning Commission reviewed the Stonebridge Plat and forwarded a positive recommendation

¹ LMC [§ 15-12-15\(B\)\(9\)](#)

to the City Council. On August 20, 1981, the City Council approved the Plat. The original Plat was recorded with Summit County in 1982 (Exhibit B).

The Applicant proposes amending the Stonebridge Plat for the purpose of adding an exterior elevator on the west side of Unit 14F. The elevator will allow for interior and exterior accessibility for Unit 14F and improve accessibility for people with limited mobility (Exhibit C). The proposed elevator will add approximately 54 square feet to the Unit 14F Building Footprint. The Applicant received 79% approval from the Members of Stonebridge Condominiums Owners Association for the proposed elevator addition (Exhibit D).

The image below shows the Footprint of Unit 14F as depicted on the existing Plat and the proposed amended footprint.



Figure 1: Left--Original Plat; Right--Proposed Plat

Analysis

Plat Amendments require Planning Commission review and City Council Final Action.² Plat Amendments shall be reviewed in accordance with the procedures outlined in Land Management Code (LMC) [Section 15-7.1-2](#) and a Final Plat shall be approved in accordance with these regulations.³

(I) The proposed Plat Amendment, as conditioned, complies with the Residential Development (RD) Zoning District Requirements outlined in LMC Chapter 15-2.13.

The Stonebridge PUD was designed to mimic row houses, each pod consisting of four to five units. 1201 Stonebridge (Unit 14F) is an end unit and contains 2,650 square feet. The proposed elevator will add 54.05 square footage to 1201 Stonebridge.

² LMC [§ 15-7.1-6\(C\)](#)

³ LMC [§ 15.7.1-3\(D\)](#)

The purposes of the RD Zoning District in LMC [§ 15-2.13-1](#) include providing a variety of residential uses that are compatible with the City’s development objectives, design standards, and growth capabilities; clustering of development to preserve Open Space; allowing commercial and recreational activities that are in harmony with the residential neighborhoods; minimize automobile impacts on design; promote pedestrian connections; and provide opportunities for variation in architectural design and housing types. Multi-Unit Dwellings are a Conditional Use in the RD Zoning District. The Stonebridge project was approved as a PUD in 1981.

The Lot and Site Requirements for the Residential Development Zoning District specify maximum Density, Height, and Setbacks pursuant to LMC [§ 15-2.13-3](#):

Zoning Requirement	Analysis
The maximum Density is three (3) units per acre.	Existing Nonconforming With 26 units and 5.0449 acres, the average density is 9.2 Units per acre. Because the applicant does not propose to alter the number of units/densities, Staff finds no increase in nonconformity.
The RD zone requires: Front: 10’ setback Rear: 15’ setback Side: 12’ setback	Existing Nonconforming While the unit fronts Stonebridge Circle, it maintains an average front setback of approximately 10’ from the Right-of Way. The LMC states “[a] Side Setback between connected Structures is not required where Structures are designed with a common wall [... and] are burdened with a party wall agreement.” ⁴ There is a 20-foot sewer easement between Unit 14F and Unit 13F. A patio encroaches into an existing sewer easement, at the rear of the property, but the Applicant does not propose to increase the building footprint at the rear of the property. The addition of the exterior elevator does not visually impact the abutting Units and will not negatively impact the side Setback.
RD Zone limits height to 28’ from Existing Grade.	Condition of Approval 6 The existing Structure will not increase in height. However, staff recommends a condition of approval requiring the Applicant to ensure the elevator addition will not exceed the height of the existing structure. (See image below.)

⁴ LMC [§ 15-2.13-3\(F\)\(2\)](#)

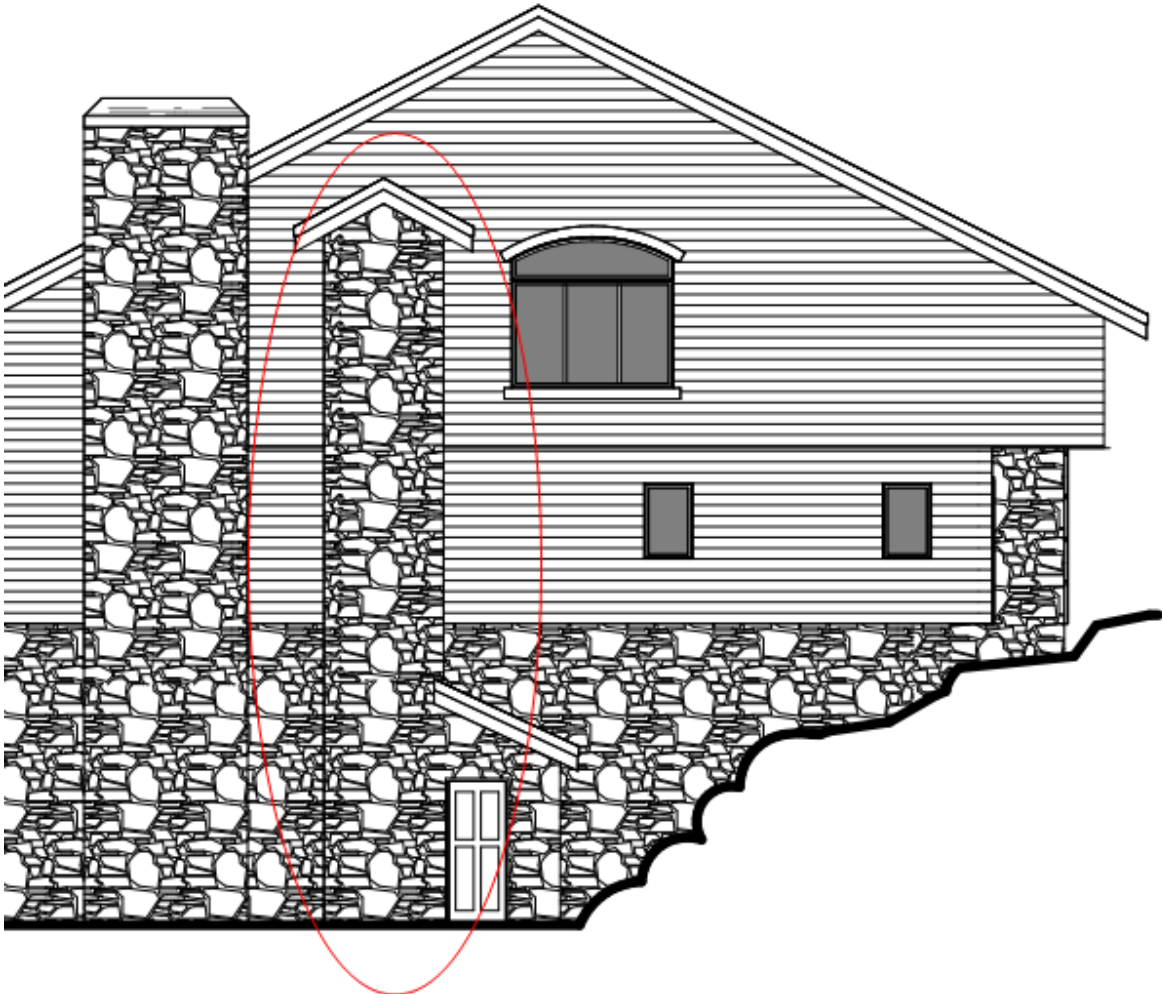


Figure 2: Perspective of Elevator with Existing Structure

(II) The proposal complies with the Stonebridge Plat requirements (Exhibit B).

- a) This Plat shall serve to dedicate a 25-foot-wide utility easement being 12.5 feet on each side of centerline of roads as shown. **Complies—easements are maintained with the proposed amendment.**
- b) Non-crosshatch areas are designated common areas dedicated to the Stonebridge Homeowners Association and its members. **Complies—the Stonebridge HOA approved the change from common to private for the addition of an elevator.**
- c) Recorded concurrently with this is a declaration of covenants which details the rights and obligations of parties having or acquiring an interest in this property. **Complies—although the city does not enforce CC&Rs, the Applicant has HOA support and approval.**
- d) Single crosshatch areas indicate private ownership. **Complies—private**

ownership for other units is maintained and will not change as part of this proposal.

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

Changes to platted elements including conversion of common Area/limited common Area to private Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6, *Final Subdivision Plat*, and approval shall require a finding of Good Cause.

LMC [§ 15-15-1](#) defines Good Cause as “[providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and further the health, safety, and welfare of the Park City Community.”

Staff finds Good Cause for this Plat Amendment because it:

- Does not increase density;
- Does not increase off-street parking requirements;
- Preserves the character of the neighborhood;
- Ensures the safety and quality of life for the property owner;
- Aids in Accessibility;
- Gives variation to the housing stock; and,
- No Right-of-Way is vacated or amended

(IV) Development Review Committee

On July 19, 2022, the Development Review Committee reviewed the proposal and did not raise any concerns.⁵

Department Review

The Planning Department, Engineering Department, and City Attorney’s Office reviewed this staff report.

Notice

Staff published notice on the City’s website, the Utah Public Notice website, and posted notice to the property on September 14, 2022. Staff mailed courtesy notice to property

⁵ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

owners within 300 feet on September 14, 2022. The *Park Record* published notice on September 14, 2022. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The City Council may adopt Ordinance No. 2022-43; or
- The City Council may deny Ordinance No. 2022-43 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance 2022-43 and Proposed Amended Plat
Exhibit B: Existing Plat
Exhibit C: Project Intent
Exhibit D: Letter of Support from Stonebridge Condominiums Homeowners Association
Exhibit E: Architecture Drawings

Ordinance No. 2022-43

**AN ORDINANCE APPROVING THE STONEBRIDGE AMENDED PLAT, LOCATED
AT 1201 STONEBRIDGE CIRCLE, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 1201 Stonebridge Circle petitioned the City Council for approval of the Stonebridge Amended Plat; and

WHEREAS, on September 14, 2022, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on September 14, 2022, courtesy notice was mailed to property owners within 300 feet of 1201 Stonebridge; and

WHEREAS, on September 14, 2022, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on September 28, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on October 27, 2022; and

WHEREAS, on October 27, 2022, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management code including § 15-7.1-3(A), § 15-7.1-6, § 15-12-15(B)(9), Chapter 15-2.13, and Chapter 15-7.

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

SECTION 1. APPROVAL. The Stonebridge Amended Plat, located at 1201 Stonebridge Circle, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. The property is located at 1201 Stonebridge Circle.
2. The Parcel is listed with Summit County as SBG-14-F.
3. The property is in the Residential Development (RD) Zoning District.
4. No easement is vacated or amended as a result of the Plat Amendment.
5. The LMC regulates the RD Zoning District Lot and Site Requirements per LMC Chapter 15-2.13.
6. On May 20, 1981, the Planning Commission forwarded a positive recommendation for the Stonebridge Plat to the City Council.
7. On August 20, 1981, the City Council approved the Plat.
8. The Applicant proposes amending the Stonebridge Plat for the purpose of adding an exterior elevator for Unit 14F.

9. The maximum density in the RD Zoning District is three units per acre. The Stonebridge Planned Unit Development has approximately 9.2 Units per acre.
10. The required Front Setback is 10 feet.
11. The required Rear Setback is 15 feet.
12. The required Side Setback is 12 feet.
13. Maximum Building height in the RD Zoning District is 28 feet measured from Existing Grade.
14. The existing Structure is 2,650 square feet. The Applicant proposes adding approximately 54 square feet of non-livable space to the Building Footprint to accommodate an elevator addition.
15. There are two existing off-street parking spaces for Unit 14F.
16. The proposal complies with the Stonebridge Plat requirements.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.13, *Residential Development (RD) District*, and LMC § 15-7.1-3(B), *Plat Amendment*.
2. Neither the public nor any person will be materially injured by the proposed amendment.
3. Approval of the amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney's Office, and City Engineer will review and approve the final form and content of the Subdivision for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the Subdivision.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Subdivision approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction, to be approved by the Chief Building Official.
4. A non-exclusive ten foot (10') public snow storage easement on Stonebridge Circle shall be dedicated on the Plat.
5. City Engineer review and approval for Lot grading, utility installation, public improvement, and drainage plans is required for compliance with City standards prior to issuance of any building permits.
6. The Applicant shall ensure the exterior elevator will not exceed height of the existing structure.

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

PASSED AND ADOPTED this 27th Day of October 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

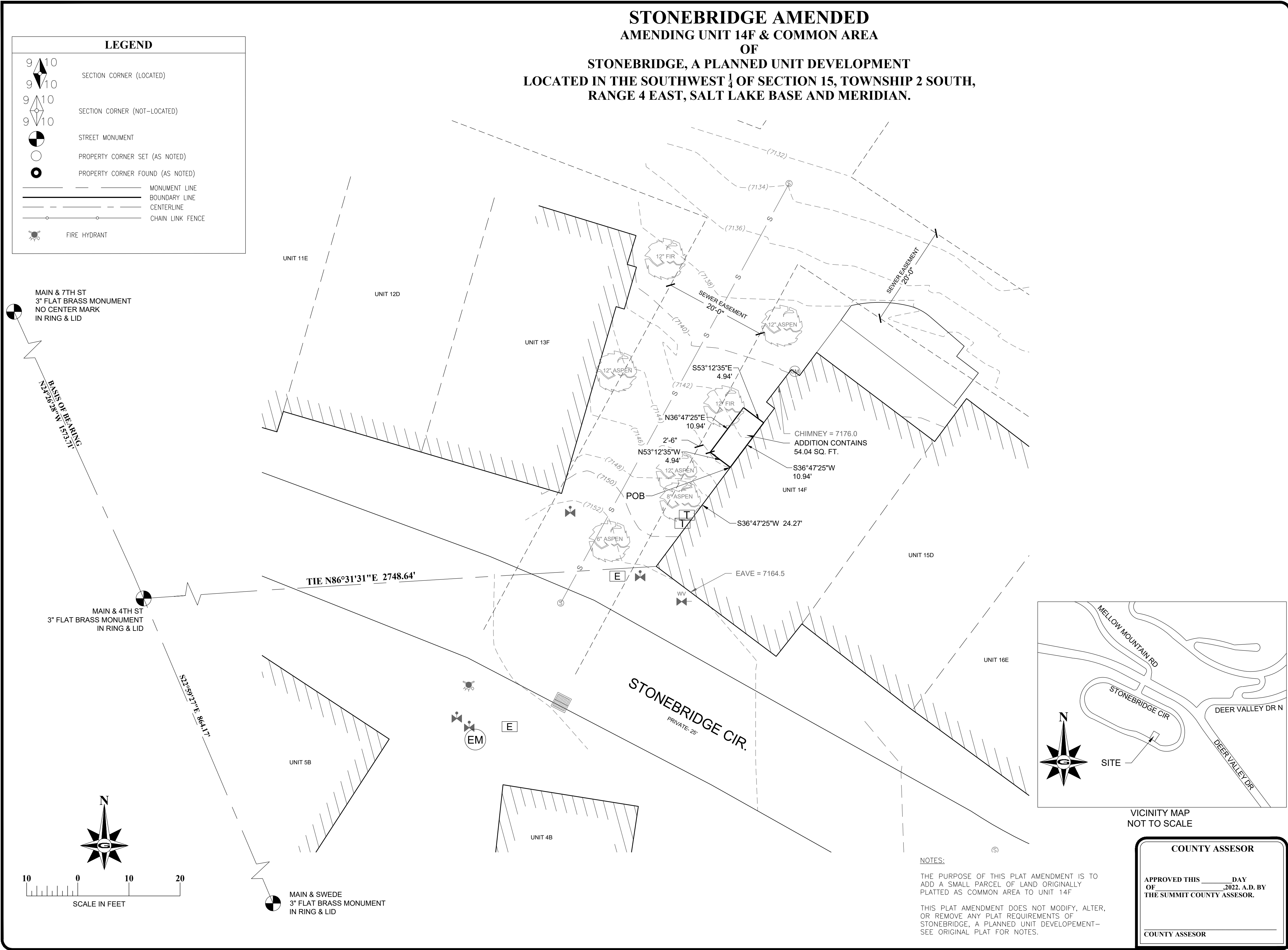
City Recorder

APPROVED AS TO FORM:

City Attorney's Office

Attachment 1 – Proposed Plat

DRAFT



SURVEYOR'S CERTIFICATE

I, JOSH F. MADSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 5152657 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY PER SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; HEREAFTER KNOWN AS STONEBRIDGE AMENDED.

JOSH F. MADSEN, P.L.S.
NO. 5152657

NARRATIVE:

PROJECT SCOPE:
THIS SURVEY WAS REQUESTED BY THE OWNER OF UNIT 14F FOR THE PURPOSE OF A CONDO PLAT AMENDMENT TO INCLUDE AN THE ADDITION OF AN ELEVATOR TO UNIT 14F.

BASIS OF BEARING:
THE BASIS OF BEARING FOR THIS SURVEY IS N 24°26'28" W BETWEEN A STREET MONUMENT AT THE INTERSECTION OF MAIN STREET AND 7TH STREET AND A MONUMENT AT THE INTERSECTION OF MAIN STREET AND 4TH STREET.

LEGAL DESCRIPTION

ALL OF UNIT 14F STONEBRIDGE A PLANNED UNIT DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER UNDER ENTRY NUMBER 188264, RECORDED FEBRUARY 5, 1982.

TOGETHER WITH:

BEGINNING AT A POINT ON THE WESTERLY WALL OF UNIT 14F N36°47'25"E 24.27 FEET FROM THE SOUTHWEST CORNER OF UNIT 14F. SAID SOUTHWEST CORNER OF UNIT 14F IS FURTHER DESCRIBED AS BEING NORTH 86°31'31" EAST 2748.64 FEET FROM A STREET MONUMENT AT THE INTERSECTION MAIN STREET AND 4TH STREET;

THENCE NORTH 53°12'35" WEST 4.94 FEET,

THENCE NORTH 36°47'25" EAST 10.94 FEET,

THENCE SOUTH 53°12'35" EAST 4.94 FEET TO A POINT ON SAID WESTERLY WALL OF SAID UNIT 14F,

THENCE SOUTH 36°47'25" WEST 10.94 FEET ALONG SAID WESTERLY WALL OF SAID UNIT 14F TO THE POINT ON BEGINNING.

THE AREA OF THE ADDITION IS 54.04 +/- S.F.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT I/WE, THE UNDERSIGNED OWNER(S) OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID PLAT STONEBRIDGE AMENDED AND DO HEREBY DEDICATE, GRANT AND CONVEY TO PARK CITY, UTAH: (1) ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THROUGHFARES FOREVER; (2) THOSE CERTAIN PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE; (3) THOSE PARCELS DESIGNATED AS PUBLIC OPEN SPACE, PARKS, TRAIL OR EASEMENTS, OR OF SIMILAR DESIGNATION. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS

THIS _____ DAY OF _____, A.D., 20____.

UNIT 14 F OWNER _____ HOA PRESIDENT _____

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

ON THE _____ DAY OF _____, A.D., 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF SUMMIT IN SAID STATE OF UTAH, THE SIGNER() OF THE ABOVE OWNER'S DEDICATION, IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT

SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN SUMMIT COUNTY _____

UNIT 14F OWNER _____ HOA PRESIDENT _____

STONEBRIDGE AMENDED
AMENDING UNIT 14F & COMMON AREA
LOCATED IN THE SOUTHWEST $\frac{1}{4}$ OF SECTION 15, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

GILSON ENGINEERING
Consulting Engineers & Surveyors

12401 SOUTH 480 EAST BUILDING C, UNIT 2, DRAPER, UT 84020
PHONE: (801) 571-9414 FAX: (801) 571-9449

PUBLIC SAFETY ANSWERING POINT OF APPROVAL

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2022, A.D.

SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2022, A.D.

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PARK CITY ENGINEER

I FIND THIS PLAT TO BE IN ACCORDANCE WITH THE INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2022, A.D.

CITY ENGINEER

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT WAS APPROVED BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022, A.D. ENTRY# _____

CITY RECORDER DATE

PARK CITY PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 2022, A.D.

CHAIRMAN

APPROVED AS TO FORM

Approved as to form this _____ day of _____, A.D., 2022.

CITY ATTORNEY

PARK CITY COUNCIL APPROVAL

APPROVED AND ACCEPTED BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2022, A.D.

MAYOR CITY RECORDER

SUMMIT COUNTY RECORDER

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____

APPROVED THIS _____ DAY OF _____, 2022, A.D.

TIME: _____ ENTRY# _____ FEE: _____

COUNTY RECORDER

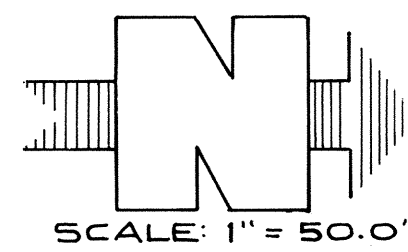
OWNER'S DEDICATION

KNOW ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNERS OF THE DESCRIBED TRACT OF LAND BELOW, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, COMMON AREA, AND PRIVATE STREETS TO HEREAFTER BE KNOWN AS STONEBRIDGE, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE STONEBRIDGE HOMEOWNERS ASSOCIATION ALL COMMON AREAS AND PRIVATE ROADS, AND DO FURTHER DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC, AN INGRESS AND EGRESS EASEMENT OVER THE PRIVATE ROADS, AND DO WARRANT, DEFEND AND SAVE THE CITY AND THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT HARMLESS AGAINST ANY EASEMENTS OR OTHER INCUMBRANCES ON THE PRIVATE ROADS AND EASEMENTS WHICH WILL INTERFERE WITH THE USE, OPERATION, AND MAINTENANCE OF THE PUBLIC SANITARY SEWERS AND WATERLINES AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN. IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND THIS 22 DAY OF FEBRUARY 1982.

Richard C. Watts
RICHARD C. WATTS, GENERAL PARTNER

Jan Watts
JAN WATTS, PARTNER

Alan Beck
ALAN BECK, GENERAL PARTNER



SCALE: 1" = 50.0'

SURVEYOR'S CERTIFICATE

I, JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE No. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW AND SUBDIVIDED SAID TRACT OF LAND INTO BUILDINGS AND STREETS HEREAFTER TO BE KNOWN AS STONEBRIDGE AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

December 21, 1981
DATE

James G. West
JAMES G. WEST, LAND SURVEYOR
REGISTERED No. 3082 UTAH

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS EAST 2129.70 FEET AND SOUTH 1071.76 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 0° 30' 11" WEST 2630.02 FEET TO THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN), SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DEER VALLEY ENTRANCE ROAD, AS DEDICATED; THENCE SOUTH 51° 20' WEST 759.80 FEET; THENCE NORTH 12° EAST 500.09 FEET TO A POINT ON A 476.81 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 22° 04' 30" EAST 476.81 FEET OF WHICH THE CENTRAL ANGLE IS 6° 35' 30"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 54.86 FEET TO A POINT OF TANGENCY; THENCE NORTH 61° 20' WEST 82.65 FEET TO A POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 28° 40' 00" WEST 20.0 FEET OF WHICH THE CENTRAL ANGLE IS 38° 27' 44"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 13.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 80° 12' 16" WEST 32.21 FEET TO A POINT OF A 112.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 9° 47' 44" WEST 112.50 FEET OF WHICH THE CENTRAL ANGLE IS 11° 47' 44"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 23.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 88° 00' WEST 113.67 FEET; THENCE NORTH 2° 00' EAST 25.00 FEET; THENCE SOUTH 88° 00' EAST 113.67 FEET TO A POINT OF A 87.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 2° 00' EAST 87.50 FEET OF WHICH THE CENTRAL ANGLE IS 10° 20' 27"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 15.79 FEET TO A POINT OF A 5.0 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS NORTH 8° 20' 27" WEST 5.0 FEET OF WHICH THE CENTRAL ANGLE IS 131° 04' 49"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 11.44 FEET TO A POINT OF A 126.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 40° 34' 44" EAST 126.50 FEET OF WHICH THE CENTRAL ANGLE IS 61° 54' 29"); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 136.68 FEET TO A POINT OF A 112.50 FOOT COMPOUND CURVE TO THE RIGHT (CENTER BEARS SOUTH 77° 30' 47" EAST 112.50 FEET OF WHICH THE CENTRAL ANGLE IS 95° 15' 47"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 187.05 FEET TO A POINT OF TANGENCY; THENCE SOUTH 72° 15' EAST 45.00 FEET TO A POINT OF A 262.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 17° 45' WEST 262.50 FEET OF WHICH THE CENTRAL ANGLE IS 15° 17' 34"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 70.06 FEET TO A POINT ON A 237.50 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS NORTH 33° 02' 34" EAST 237.50 FEET OF WHICH THE CENTRAL ANGLE IS 10° 36' 42"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 43.99 FEET TO A POINT ON A 20.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS NORTH 22° 25' 52" EAST 20.00 FEET OF WHICH THE CENTRAL ANGLE IS 85° 02' 18"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 29.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 27° 23' 34" EAST 18.19 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 62° 36' 26" WEST 20.0 FEET OF WHICH THE CENTRAL ANGLE IS 30° 00' 00"); THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 10.47 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DEER VALLEY ENTRANCE ROAD AS DEDICATED; THENCE SOUTH 62° 36' 26" EAST 208.02 FEET TO A POINT OF A 363.63 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 27° 23' 34" WEST 363.63 FEET OF WHICH THE CENTRAL ANGLE IS 23° 55' 31"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 151.84 FEET TO A POINT OF A TANGENCY; THENCE SOUTH 38° 40' 55" EAST 120.00 FEET TO THE POINT OF BEGINNING. CONTAINS 6.0632 ACRES.

EXCLUDING THEREFROM THE FOLLOWING DESCRIBED PARCEL:
BEGINNING AT A POINT WHICH IS EAST 2129.70 FEET AND SOUTH 1071.76 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DEER VALLEY ENTRANCE ROAD; THENCE SOUTH 51° 20' WEST 759.80 FEET; THENCE NORTH 12° EAST 500.09 FEET; THENCE NORTH 4° 59' 10" EAST 26.22 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4° 59' 10" EAST 31.56 FEET; THENCE NORTH 32° 30' EAST 169.83 FEET TO A POINT ON A 72.750 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 21° 42' 43" WEST 72.750 FEET OF WHICH THE CENTRAL ANGLE IS 1° 35' 35"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 20.23 FEET TO A POINT ON A 262.50 FOOT RADIUS REVERSE CURVE TO THE RIGHT (CENTER BEARS NORTH 20° 07' 08" EAST 262.50 FEET OF WHICH THE CENTRAL ANGLE IS 12° 55' 26"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 59.21 FEET TO A POINT OF A 237.50 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 33° 02' 34" WEST 237.50 FEET OF WHICH THE CENTRAL ANGLE IS 15° 17' 34"); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 63.39 FEET TO A POINT OF A TANGENCY; THENCE NORTH 72° 15' WEST 45.00 FEET TO A POINT ON A 87.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 17° 45' 00" WEST 87.50 FEET OF WHICH THE CENTRAL ANGLE IS 95° 15' 47"); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 145.48 FEET TO A POINT OF A 101.50 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 77° 30' 47" EAST 101.50 FEET OF WHICH THE CENTRAL ANGLE IS 73° 49' 13"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 130.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 61° 20' EAST 113.48 FEET TO A POINT OF A 451.81 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 28° 40' EAST 451.81 FEET OF WHICH THE CENTRAL ANGLE IS 5° 36' 52"); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 44.27 FEET TO THE TRUE POINT OF BEGINNING. EXCLUSION CONTAINS 1.0183 ACRES.

TOTAL DESCRIBED AREA CONTAINS 5.0449 ACRES

AMENDED

NOTES

THIS PLAT SHALL SERVE TO DEDICATE A 25.0 FOOT WIDE UTILITY EASEMENT BEING 12.5 FEET ON EACH SIDE OF CENTERLINE OF ROADS AS SHOWN.

NON-CROSS-HATCH AREAS ARE TO BE COMMON AREAS DEDICATED TO THE STONEBRIDGE HOMEOWNERS ASSOCIATION AND ITS MEMBERS.

RECORDED CONCURRENTLY WITH THIS IS A DECLARATION OF COVENANTS WHICH DETAILS THE RIGHTS AND OBLIGATIONS OF PARTIES HAVING OR ACQUIRING AN INTEREST IN THIS PROPERTY.

SINGLE CROSS-HATCHED AREAS INDICATE PRIVATE OWNERSHIP.

CURVE DATA				
No.	DELTA	RADIUS	ARC	LONG CHORD
1	6° 20' 41"	740.00	81.94	81.90
2	33° 32' 13"	251.29	147.09	145.00
3	151° 20' 00"	91.50	241.68	177.30
4	18° 05' 57"	420.40	132.80	132.85
5	15° 25' 57"	464.31	125.00	124.68
6	73° 49' 13"	114.00	146.88	136.93
7	95° 15' 47"	100.00	166.27	147.77
8	15° 17' 34"	250.00	66.73	66.53
9	12° 55' 26"	250.00	56.39	56.27
10	11° 47' 44"	100.00	20.59	20.55

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

ON THIS 22nd DAY OF FEBRUARY, A.D. 1982, PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, RICHARD C. WATTS, JAN WATTS AND ALAN BECK WHO AFTER BEING DULY SWORN ACKNOWLEDGED TO ME THAT THEY ARE GENERAL PARTNERS OF STONEBRIDGE PARTNERSHIP, A UTAH PARTNERSHIP, THAT THEY SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES MENTIONED AND SAID COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES JAN 24, 1985

RESIDING IN PARK CITY, COUNTY, UTAH

Carol L. Spencer
NOTARY PUBLIC

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF CITY COUNCIL THIS 4th DAY OF February, A.D. 1982. AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

Mr. Nelson
CITY CLERK

Mr. C. Price
MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY CITY ENGINEERING DEPARTMENT ON THIS 25th DAY OF JANUARY, A.D. 1982.

Eric W. Deegan, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY CITY PLANNING COMMISSION ON THIS 1st DAY OF February, A.D. 1982.

Th. Gregory Lawson
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 3rd DAY OF February, A.D. 1982.

Thomas E. Chyle
CITY ATTORNEY

RECORDED

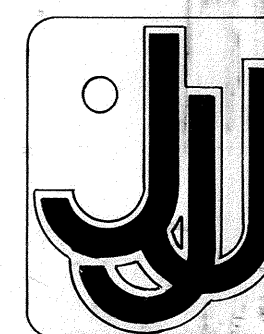
No. 188264
STATE OF Utah
COUNTY OF Summit
RECORDED AND FILED AT THE REQUEST OF:
Western States Title

*22.50 FEES
Nanda Y. Spingarn
COUNTY RECORDER

J J Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060

(801) 649-9811



STONEBRIDGE AMENDED

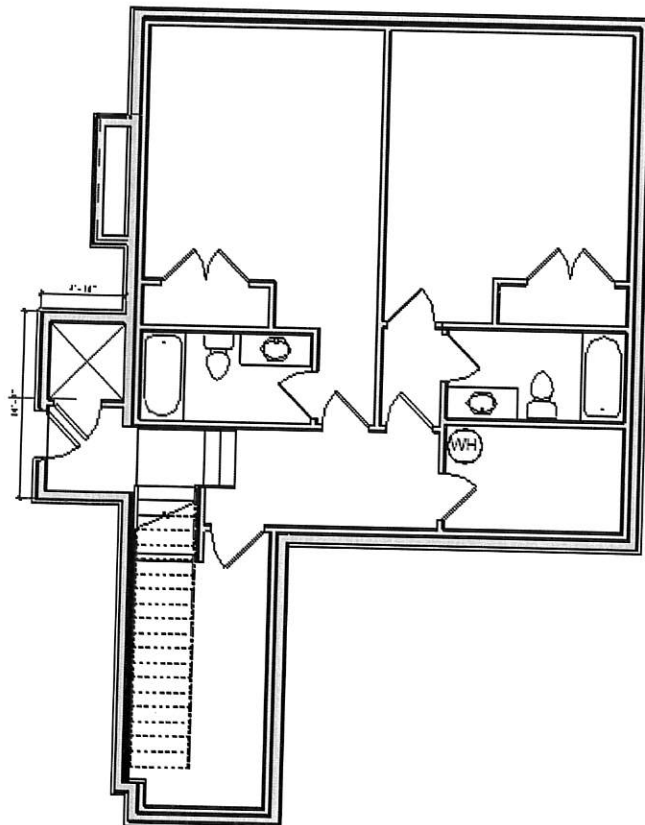
**PLANNED DEVELOPMENT
INFORMATION SHEET
STONEBRIDGE AMENDMENT PROJECT
1210 Stonebridge Circle
Park City, Utah 84060**

1. OWNER REQUEST

The owner, Carole Merritt, is requesting the design and planning for a residential addition project located at 1201 Stonebridge Circle, Park City, UT. The scope would consist of the expansion of the property to include the addition of an elevator on the west side of the existing building.

2. PROJECT DESCRIPTION

The Stonebridge Amendment Project, as requested by Carole Merritt, incorporates the addition of an elevator on the west side of a residential building. The proposed elevator would allow for ease of transportation between two floors. In addition to the interior accessibility, the elevator would also accommodate for exterior accessibility. The floor plan is detailed below.



Attachment 1: Site Photographs

Unit 14F from Stonebridge Circle Looking Northwest



Unit 14F from the Southeast Corner of Unit 13F Looking Northeast

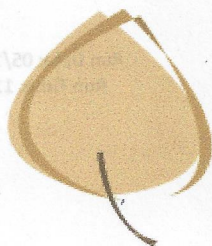


Unit 14F from the Northeast Corner of Unit 13F Looking Southeast



Unit 14F from the north Looking Southerly





ASPEN

PROPERTY MANAGEMENT

June 28, 2022

Jason Olson

Jason this letter is to confirm that the Members of Stonebridge Condominiums Owner Association and the Board of Trustees of Stonebridge Owners Association have approved the proposed elevator addition to 1201 Stonebridge Circle owned by Carol Merritt.

A vote of the Members of the Association was held whether to approve the elevator per the attached drawings which were provided to the members. The results are as follows:

24 Owners responded

19 yea

5 nay

2 units did not vote but even if they had voted "nay", Carole still would have had over 67%.

After reviewing the results of the membership vote, the Board at its meeting on 9/21/2021 voted to approve the elevator addition

As the HOA president, I can confirm the vote here is correct.

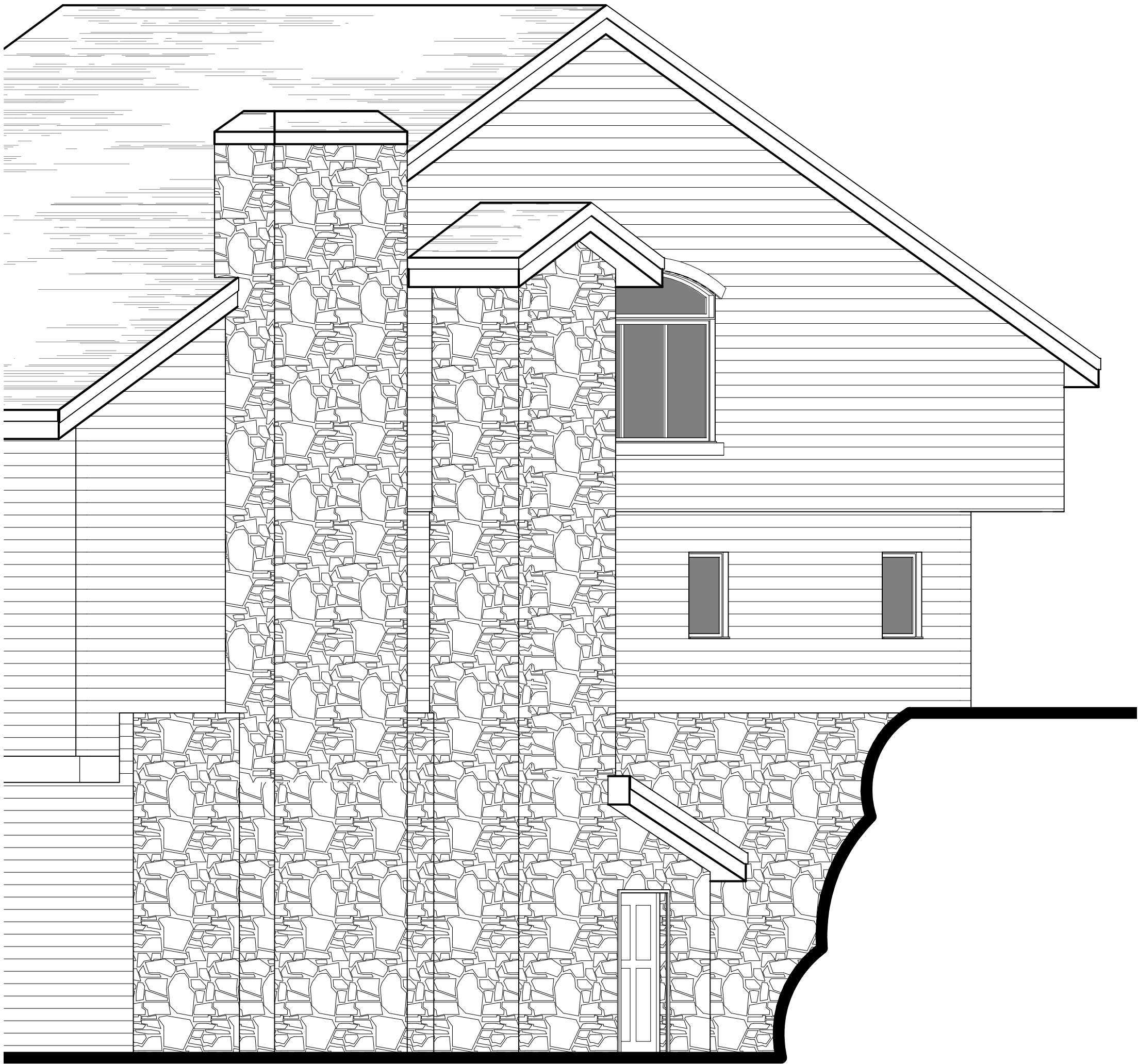
Frank Karoly

Board President Stonebridge Owners Association

435-659-4404

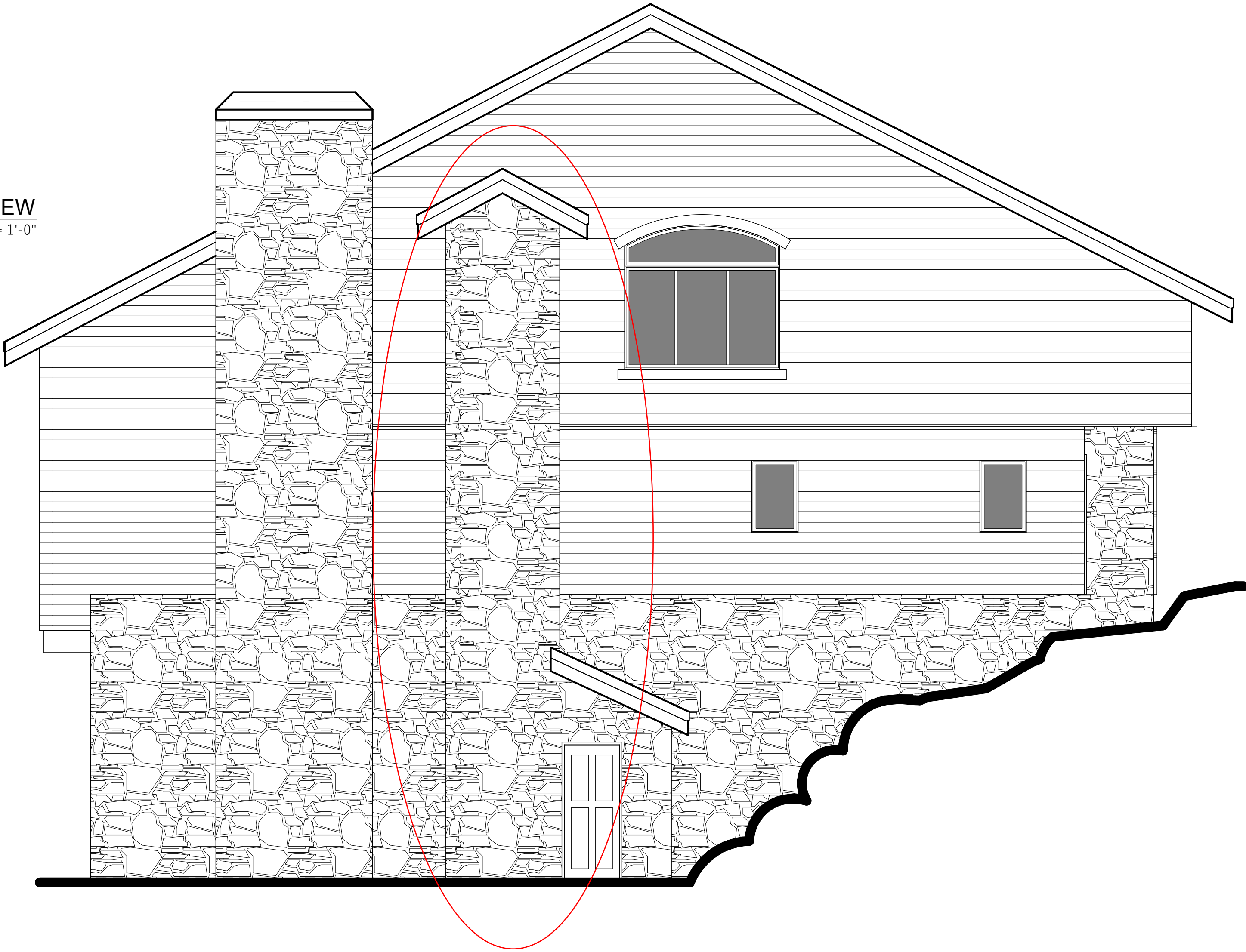
Date:

6-28-22



3
A2.1

PERSPECTIVE VIEW
1/4" = 1'-0"



2
A2.1

SIDE ELEVATION
1/4" = 1'-0"

PROJECT NUMBER

21059

ISSUE DATE:

AUGUST 23, 2021

REVISIONS:

No.	Date	Description

CONSULTANT

MERRITT REMODEL
1201 STONEBRIDGE CIRCLE
PARK CITY, UTAH

ELEVATIONS

A2.1

JZW
ARCHITECTS

City Council Staff Report



Subject: 569 Park Avenue - Plat Amendment
Application: PL-22-05320
Author: Lillian Lederer, Planner I
Date: October 27, 2022
Type of Item: Plat Amendment

Recommendation

Review the proposed 569 Park Avenue- Plat Amendment; (II) conduct a public hearing; and (III) consider approving the 569 Park Avenue Plat Amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Ordinance No. 2022-44 (Exhibit A).

Description

Applicant: William A. Kershaw and Janet F. Kershaw
Location: 569 Park Avenue
Zoning District: Historic Residential - 1 (HR-1)
Adjacent Land Uses: Residential
Reason for Review: Planning Commission reviews and forwards a recommendation to City Council for Plat Amendments¹

LMC Land Management Code
HPB Historic Preservation Board
HR-1 Historic Residential - 1

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

Background

569 Park Avenue was built around 1917 and is [a Significant Historic Site](#) on the Park City Historic Sites Inventory, pending appeal (please see Exhibit E for background on the appeal).² The Significant Historic Structure at 569 Park Avenue straddles Lots 17 and 18 of Block 5. The Applicant owns both Lots and proposes removing the internal lot line to combine them into one Lot.

The Applicant also submitted a Historic District Design Review application for a basement and rear garage addition. On September 7, 2022, the Historic Preservation Board approved relocation of the Significant Historic Structure four feet to the north and Material Deconstruction of a portion of the rear and south side façade to accommodate the rear garage addition ([Staff Report](#); [Audio](#)). The Application is pending a final staff-level review.

¹ LMC § [15-1-8](#)

² LMC § [15-11-10\(D\)\(2\)\(d\)\(k\)](#)

On September 28, 2022, the Planning Commission reviewed the plat amendment, conducted a public hearing, and unanimously forwarded a positive recommendation to the City Council for the 569 Park Avenue Plat Amendment.

Analysis

(I) The proposal complies with the Historic Residential-1 (HR-1) Zoning District requirements outlined in LMC Chapter [15-2.2](#).

LMC [Section 15-2.2-3](#) outlines the Lot and Site Requirements for the HR-1 Zoning District, described in the table below. The proposed Lot combines Lot 17 (24.99 feet wide) and 18 (24.99 feet wide), which creates a 49.98-foot-wide Lot. The length of the Lot is 75 feet. This creates a proposed Lot of 3,748.5 square feet.

Zoning Requirement	Analysis of Proposal
Minimum Lot Size- 1,875 square feet (sf)	Complies- 3,748.5 sf
Lot Width- 25'	Complies- 49.98'
Maximum Building Footprint- Determined by $(\text{LOT AREA}/2) \times 0.9^{\text{AREA}/1875}$	$(3748.5/2) \times 0.9^{3748.5/1875}$ $1874.25 \times 0.9^{1.99}$ $1874.25 \times .810853869918714$ $= 1519.74 \text{ sf}$ Complies- ~ 1085 sf
Minimum Front and Rear Setback- 10'	Front Setback: The Significant Historic Structure meets a 9-foot Front Setback. The porch encroaches into the Front Setback ~7 feet. Legal Non-Complying- ~9' LMC § 15-15-1 defines a Non-Complying Structure as, “[a] Structure that legally existed before its current zoning designation; and because of subsequent zoning changes, does not conform to the zoning regulation’s Setback, Height restrictions, or other regulations that govern the Structure.”

According to available Planning Department records, the non-historic front porch addition to 569 Park Avenue was constructed in 1987 (Exhibit E). 569 Park Avenue was in the HR – 1 Zoning District at that time (Exhibit F). The 1987 LMC § 7.1.3(d) established the following requirements for HR – 1 Front Setbacks:

The minimum depth of the front yard for all main buildings and accessory buildings, including garages, shall be 10 feet (Exhibit G, p. 2).

The 1987 LMC § 7.1.4(b) required Single-Family Dwellings to provide a volume of open space within the building envelope in the front and rear of the structure, which could be satisfied with porches “which are open on at least two sides, one of which must be the front or back façade of the structure.” Additionally, the porches under a roof could count as open space volume and could project into the open space volume (Exhibit G, p. 2-3).

The City issued a 1987 building permit to construct the front porch with a Front Setback just shy of three feet (approximately two feet ten inches), which may have been considered open space at the time it was constructed.

Structures built in compliance with the LMC at the time of construction are Non-Complying Structures. LMC § 15-96(A) states that a Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.

Because the 1987 LMC established exceptions for "open space" and encroachments into the Front Setback, the porch conformed to the LMC at the time it was constructed and is therefore a legal non-complying structure.

Rear Setback:
Complies- ~21.4'

Minimum Side Setbacks- 5' each	North side setback: Complies- ~10.5' South side setback: Complies- ~14.8'
Maximum Building Height- 27' from Existing Grade	Complies- 14.7'

Any new construction must comply with applicable LMC requirements, including Chapter [15-13](#), *Design Guidelines for Historic Districts and Historic Sites*. The property is not within the soils ordinance boundary and in the event that mine wastes or impacts are encountered, the applicant is responsible for handling the material properly (see Condition of Approval 4).

(II) The Development Review Committee reviewed the proposal on August 2, 2022 and did not identify any issues.³

(III) There is Good Cause for the Plat Amendment, and no public street, Right-of-Way, or easement is vacated or amended.

The Planning Commission and City Council review Plat Amendments according to LMC § [15-7.1-6](#) *Final Subdivision Plat* and approval requires (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Land Management Code § [15-15-1](#) defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community.”

569 Park Avenue is a Significant Historic Site and the existing Single-Family Dwelling straddles two traditional 25-foot-wide lots. Approval of the Plat Amendment resolves existing issues and non-conformities by creating one Lot for the Significant Historic Site.

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

Constructed in 1917, the Significant Historic Structure that straddles two traditional 25-foot-wide lots has been part of Park Avenue's historic streetscape for over 100 years. The Plat Approval enables the Applicant to rehabilitate the Significant Historic Structure to preserve this historic presence. the plat amendment allows the applicant to create one 50' lot for the historic site, and to rehabilitate the significant historic structure. Additionally, this enables the construction of the recessed garage and proposed one level addition, of which the neighbors are in support of, as previous design proposals included demolishing the historic structure (see Exhibit D). There is good cause for this proposal as it promotes preserving historic sites and materials , as confirmed by the HPB approval on September 7, 2022, and will be further assured by the pending HDDR approval by staff.

The Significant Historic Structure straddles two traditional 25-foot-wide lots and the plat amendment allows the Applicant to create one 50-foot-wide lot for the Significant Historic Site, and to rehabilitate the Significant Historic Structure. While there was public comment at the Planning Commission opposing any lot combination which allowed property owners to build additions to existing historic structures, the Planning Commission majority agreed with the HPB that the construction of the rear garage and basement addition (Exhibit I) were appropriate outcomes to preserve the character of the neighborhood enabled by the lot combination. However, the Planning Commission will relook at lot combinations in the historic districts as part of their LMC priorities, specifically LMC Section 15-2.2-1 which affirmatively states a purpose of the zone is to "encourage single family Development on combinations of 25' x 75' Historic Lots."

569 Park Avenue is accessed by Park Avenue, a public Right-of-Way, and the proposed Plat Amendment does not vacate or amend Park Avenue or any easement.

Department Review

The Planning, Engineering, and Legal Departments reviewed this staff report.

Notice

Staff published notice on the City's website and posted notice to the property on September 14, 2022. Staff published notice on the Utah Public Notice website on September 14, 2022. Staff mailed courtesy notice to property owners within 300 feet on September 14, 2022. The Park Record published notice on September 14, 2022.⁴

Public Input

Public input was submitted regarding the proposed Historic District Design Review application and is attached as Exhibit H. The input details the neighbors' support of the proposed plans over previously approved plans. Additionally, a comment was made

⁴ LMC [§ 15-1-21](#)

during the Planning Commission's Public Hearing regarding issues with allowing old town lot combinations.

Exhibits

- Exhibit A: Draft Ordinance 2022-44
- Exhibit B: Proposed Plat
- Exhibit C: Existing Conditions Survey
- Exhibit D: 569 Park Avenue Background
- Exhibit E: 1987 Building Permit
- Exhibit F: 1985 Zoning Map
- Exhibit G: 1987 HR-1 Land Management Code
- Exhibit H: Historic Preservation Board Public Input
- Exhibit I: Proposed Plans
- Exhibit J: Pending Appeal Background

Ordinance No. 2022-44

AN ORDINANCE APPROVING THE 569 PARK AVENUE PLAT AMENDMENT, LOCATED AT 569 PARK AVENUE, PARK CITY, SUMMIT COUNTY, UTAH

WHEREAS, the owner of the property located at 569 Park Avenue petitioned the City Council for approval of the 569 Park Avenue Plat Amendment; and

WHEREAS, on September 14, 2022, the Park Record published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on September 14, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on September 28, 2022, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a positive recommendation to the City Council;

WHEREAS, on October 27, 2022, the City Council reviewed the 569 Park Avenue Plat Amendment and held a public hearing; and

WHEREAS, the 569 Park Avenue Plat Amendment is consistent with the Park City Land Management Code, including § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.2, and 15-7.

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

SECTION 1. APPROVAL. The 569 Park Avenue Plat Amendment 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 569 Park Avenue within the Historic Residential (HR-1) District.
2. The 569 Park Avenue Plat Amendment consists of Lot 17 and 18 of Block 5.
3. On July 19, 2022, the Applicant submitted a Plat Amendment application to combine two existing lots into one lot of record containing a total of 3,748.5 square feet.
4. Staff deemed the Plat Amendment application complete on July 19, 2022.
5. The subject parcel is PC-82.
6. The HR-1 Zone requires a minimum lot area of 1,875 square feet for a single-family dwelling. The proposed lot area meets the minimum lot area for a single-family dwelling. The Use of the current structure on the lot is a Single-Family Dwelling, which is an Allowed Use in the HR-1 Zone.
7. The minimum lot width allowed in the HR-1 Zone is twenty-five feet (25'). The proposed combined lot width is 49.98'. The lot depth is 75'.
8. The minimum side setbacks for a 49.98' wide lot are 5' each.
9. The minimum front and rear setbacks for 75' deep lot are 10' each.
10. New construction must comply with the HR-1 Zone setbacks.
11. The proposed plat amendment will not cause undo harm to adjacent property owners.

12. The proposed lot area of 3,748.5 square feet is a compatible lot combination as the entire HR-1 Zone has an abundance of sites with the same or similar dimensions and lot area.
13. The existing Single-Family Dwelling has a footprint of 1,085 square feet.
14. The maximum footprint allowed in the HR-1 zone is 1519.74 square feet for the proposed lot.
15. As conditioned, the proposed plat amendment does not create any new non-complying or non-conforming situations.

Conclusions of Law

1. There is Good Cause for this Plat Amendment because the combination of the two lots creates one lot for a Significant Historic Structure.
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.2, and 15-7.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney's Office, 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 plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work shall be issued until the plat is recorded and until the Historic District Design Review application, if required, is submitted and approved for the property.
4. The property is not located within the Park City Soil Ordinance Boundary and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
5. New construction must comply with Lot and Site Requirements outlined in Land Management Code Section 15-2.2-3, including Setbacks.
6. Any construction on the property requires submittal and approval of a Historic District Design Review application.
7. City Engineer review and approval of all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards for new construction is a condition precedent to building permit issuance.

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

PASSED AND ADOPTED this 27th day of October 2022.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

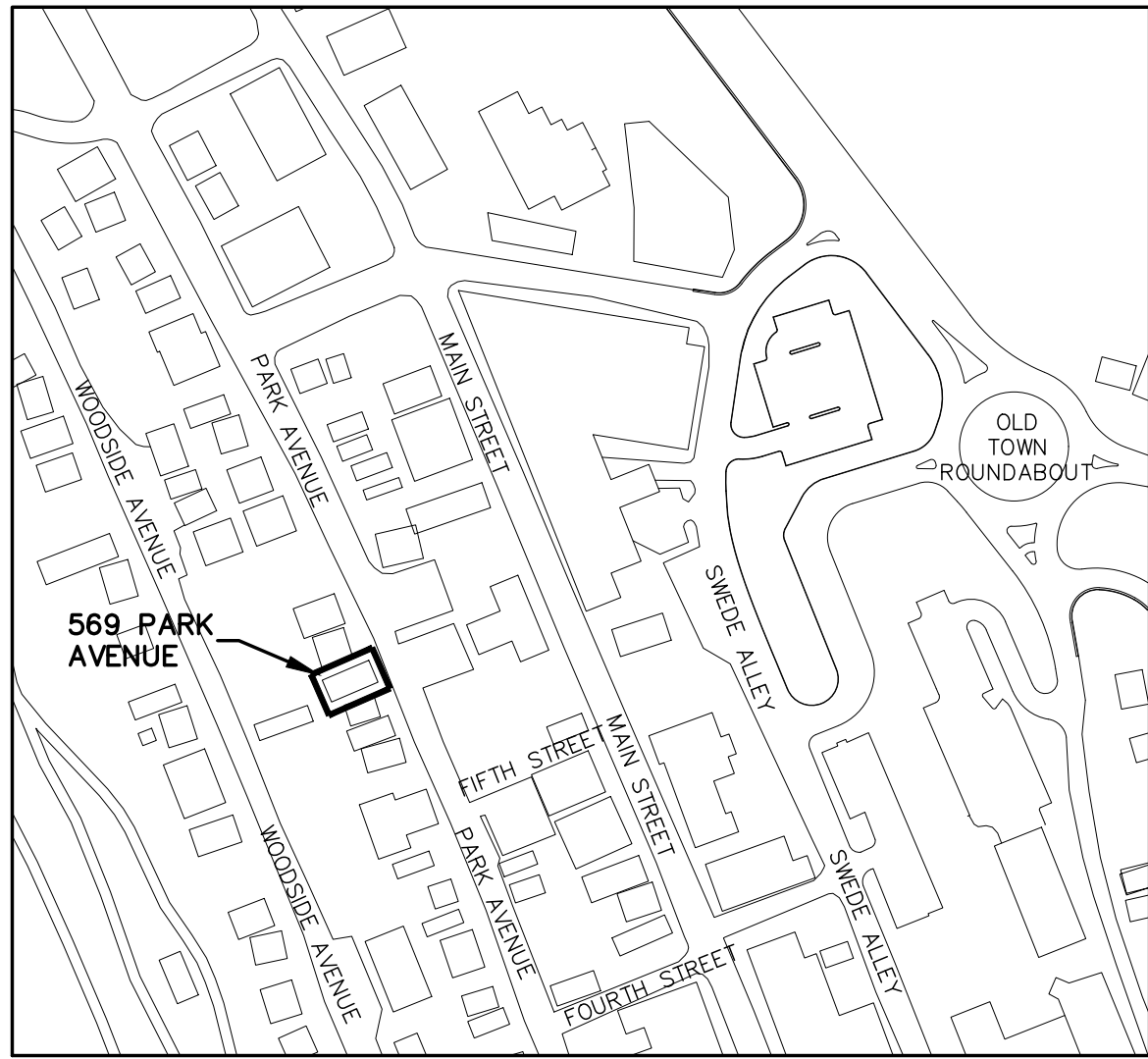
ATTEST:

City Recorder

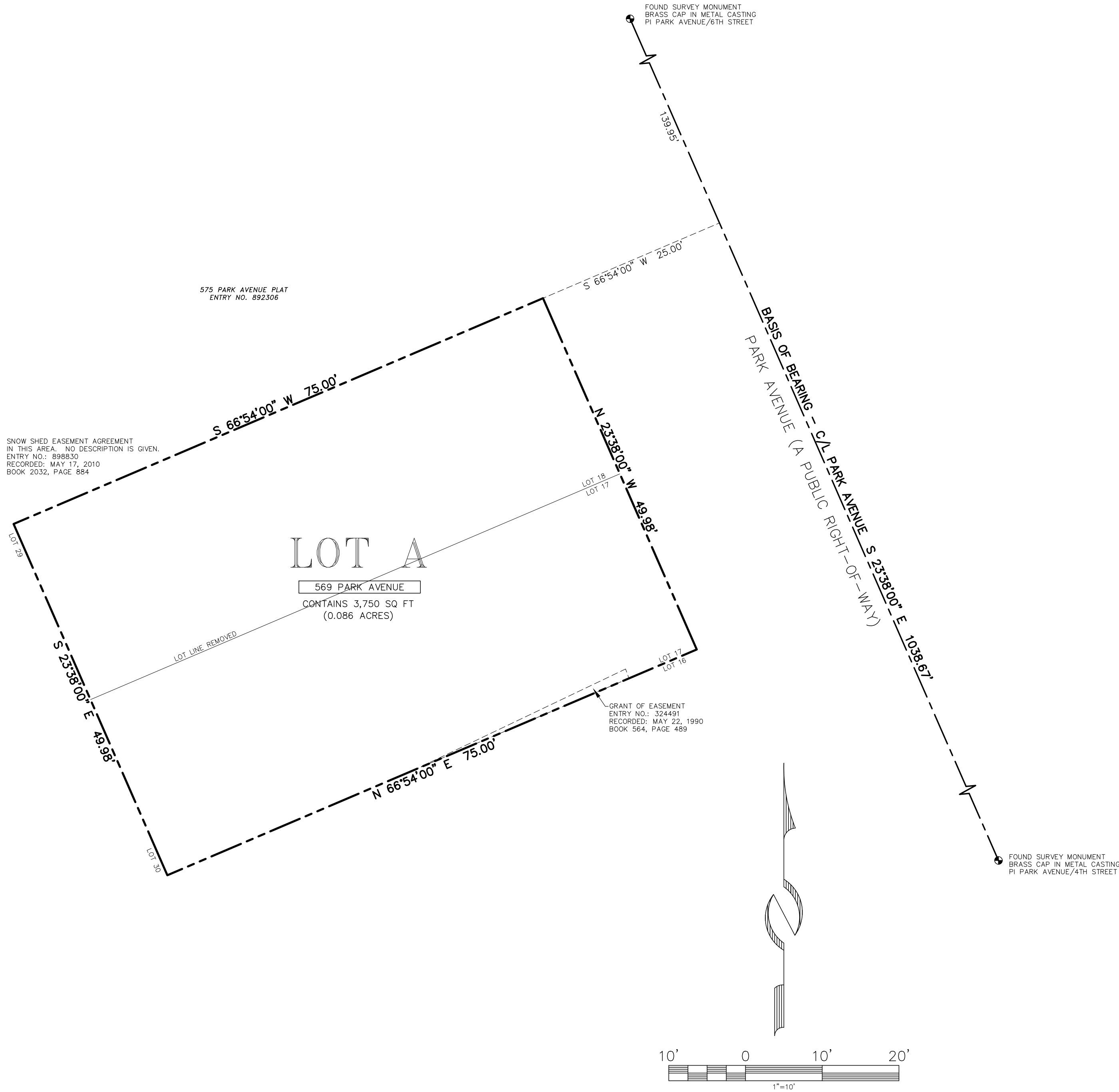
APPROVED AS TO FORM:

City Attorney's Office

Attachments: Attachment 1 – 569 Park Avenue Plat Amendment



VICINITY MAP



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have combined said land into one lot, hereafter to be known as 569 PARK AVENUE PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

All of Lots 17 and 18, Block 5, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that, William A. Kershaw and Janet F. Kershaw, Trustees of The Kershaw Family Trust, dated February 2, 2001, and any amendments thereto, hereby certify that they have caused this plat amendment to be made, together with easements as set forth to be hereafter known as 569 PARK AVENUE PLAT AMENDMENT and does hereby dedicate for the perpetual use of the public the areas shown on this plat as intended for public use. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand
this ____ day of _____, 2022.
The Kershaw Family Trust, dated February 2, 2001,
and any amendments thereto
By: _____
William A. Kershaw, Trustee

In witness whereof, the undersigned set her hand
this ____ day of _____, 2022.
The Kershaw Family Trust, dated February 2, 2001,
and any amendments thereto
By: _____
Janet F. Kershaw, Trustee

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2022, William A. Kershaw personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is a Trustee of The Kershaw Family Trust, dated February 2, 2001, and any amendments thereto, and that said document was signed by him on behalf of said Trust by authority of the Trust, and he acknowledged to me that he executed the 569 PARK AVENUE PLAT AMENDMENT.

A Notary Public commissioned in _____
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No: _____

ACKNOWLEDGMENT

State of _____
: ss.
County of _____

On this ____ day of _____, 2022, Janet F. Kershaw personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that she is a Trustee of The Kershaw Family Trust, dated February 2, 2001, and any amendments thereto, 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 569 PARK AVENUE PLAT AMENDMENT.

A Notary Public commissioned in _____
Printed Name _____
Residing in: _____
My commission expires: _____
Commission No: _____

NOTES

- This plat amendment is subject to the Conditions of Approval in Ordinance 2022-_____.
- A proration was applied to the platted distances based on the Park City Monument Control Map, recorded as Entry No. 199887 in the Office of the Recorder, Summit County, Utah.
- See recorded survey S-2382, S-2221 and S-799 in the Office of the Recorder, Summit County, Utah.
- A Reciprocal Easement Agreement, recorded November 19, 2002, as Entry No. 638805 in Book 1489 at Page 1705 affects this property. No description is given.

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

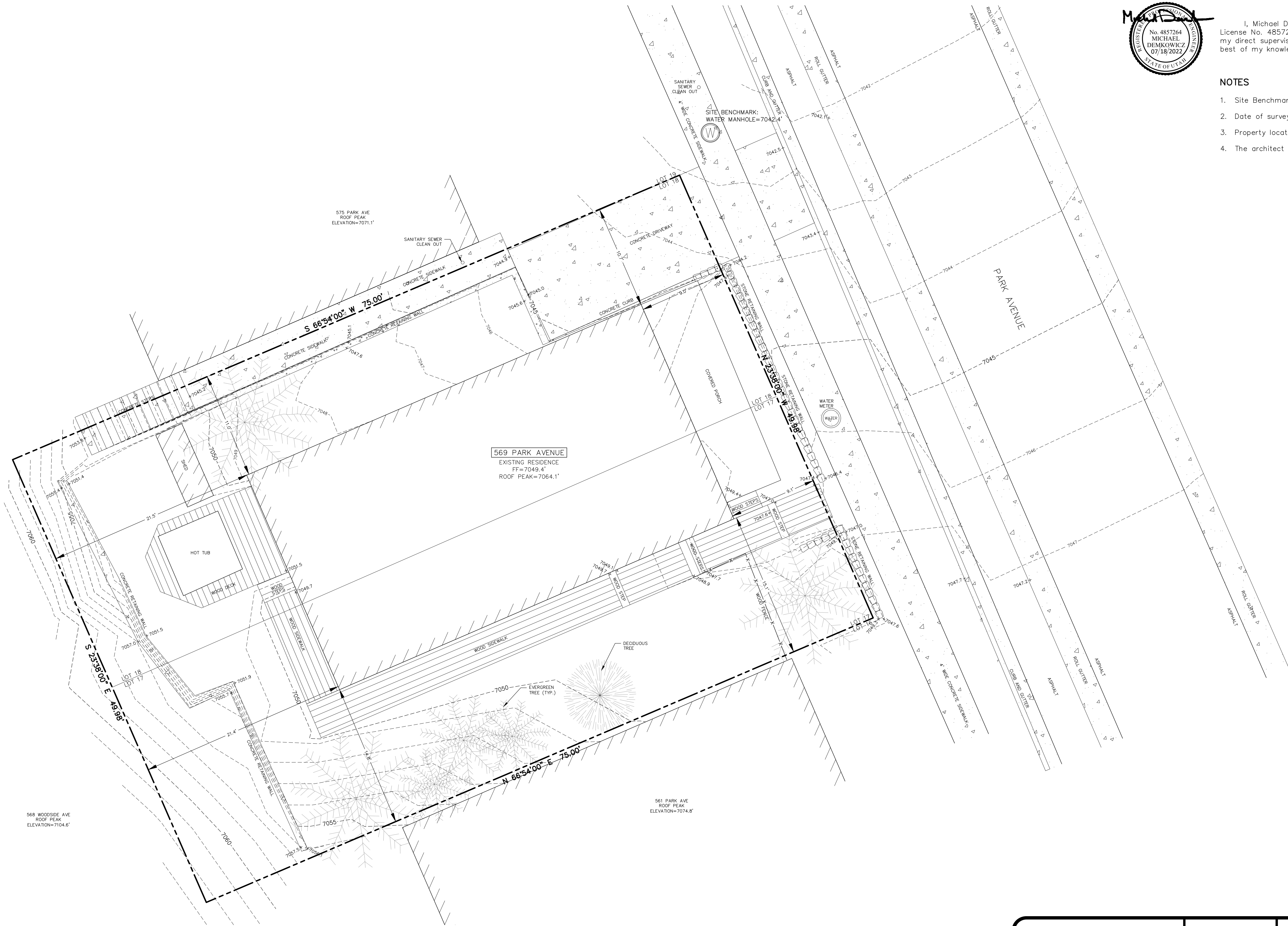
569 PARK AVENUE PLAT AMENDMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

7/18/22 JOB NO.: 7-1-22 FILE: X:\ParkCitySurvey\dwg\srv\plat2022\070122.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2022 BY _____ ENGINEERING DEPARTMENT	PLANNING COMMISSION RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2022 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2022 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS ____ DAY OF _____, 2022 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2022 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2022 BY _____ PARK CITY RECORDER	PUBLIC SAFETY ANSWERING POINT APPROVAL APPROVED THIS ____ DAY OF _____, 2022 BY _____ SUMMIT COUNTY GIS COORDINATOR	RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____
---	--	--	--	--	--	--	---

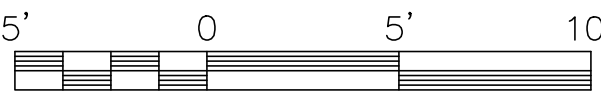


SURVEYOR'S CERTIFICATE

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

NOTES

1. Site Benchmark: Water Manhole=7042.4'
2. Date of survey: January 19, 2022
3. Property location: Section 16, T2S, R4E, Salt Lake Base & Meridian
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.

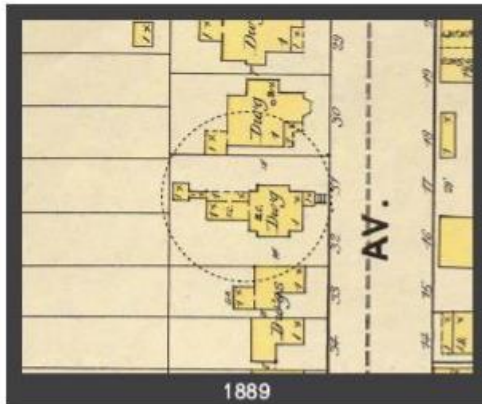


 (435) 649-9467 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	STAFF: BRANDON HOXER TOM LUND BRAYLON ROSE MARSHALL KING THOMAS VAUGHN	EXISTING CONDITIONS & TOPOGRAPHIC MAP 569 PARK AVE LOTS 17 & 18, BLOCK 5, PCS	SHEET 1 OF 1
	DATE: 7/18/22	FOR: JANET KERSHAW JOB NO.: 7-1-22 FILE: X:\ParkCitySurvey\dwg\sr\topo2022\070122.dwg	

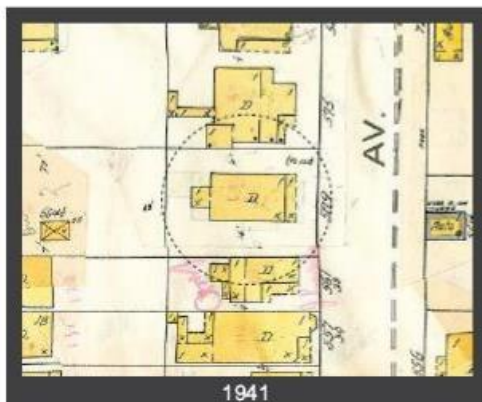
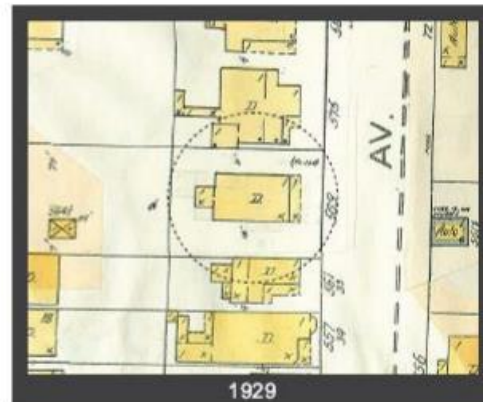
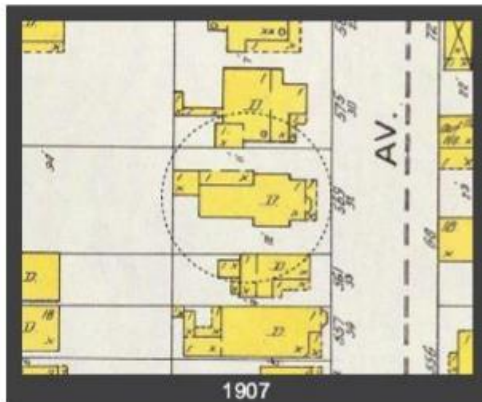
569 Park Avenue Background

According to the [Historic Site Form](#), 569 Park Avenue is a bungalow-type Single-Family Dwelling constructed circa 1917 in the Victorian Eclectic style. 569 Park Avenue is a Significant Historic Site pending appeal on the Park City Historic Sites Inventory.¹ The Sanborn Maps show a cross-wing house built on the site prior to 1889. The current bungalow form was constructed circa 1917:

569 Park Avenue

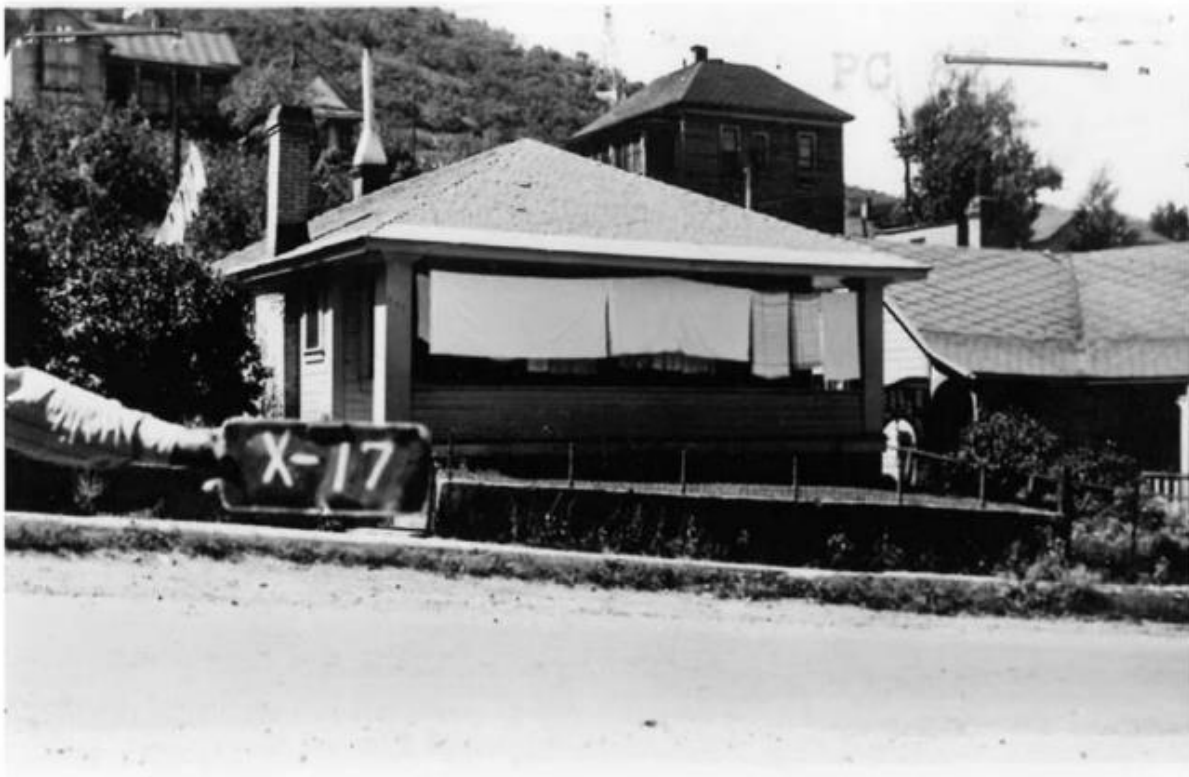


Sanborn Map History

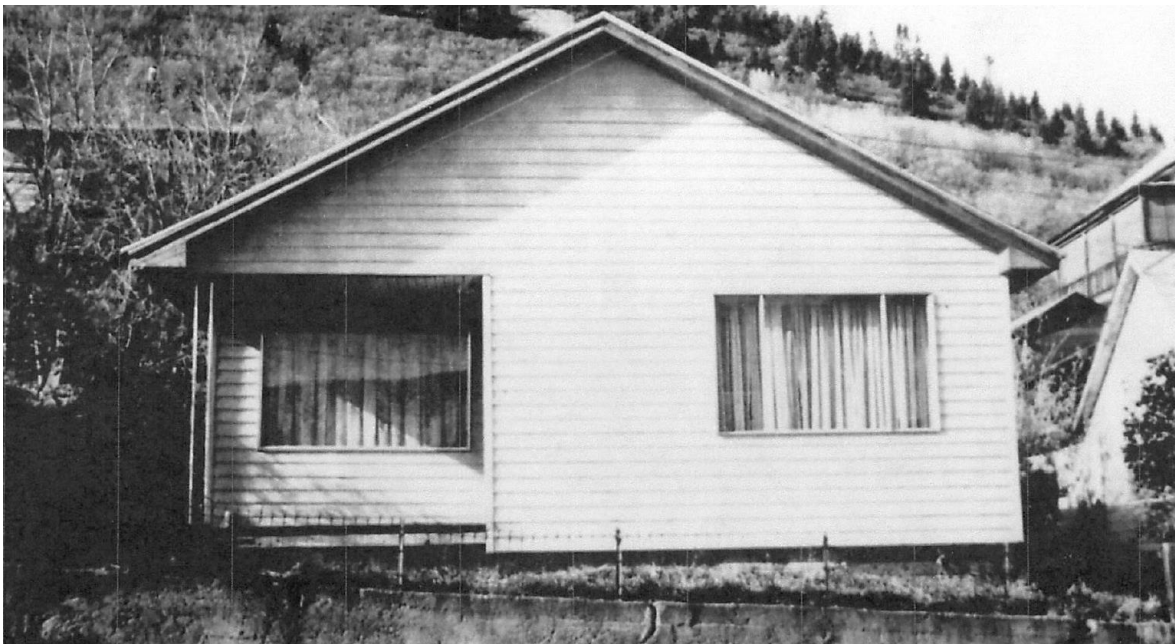


¹ LMC [§ 15-11-10\(D\)\(2\)\(dk\)](#)

Below is the circa 1941 tax photo showing the original bungalow and hip roof:



Sometime between 1957 and 1968, the Single-Family Dwelling was modified to a gable roof with a partial-width recessed porch:



In 1986, the City issued Building Permit No. 2924-86 to re-roof and remodel the Single-Family Dwelling. In 1987, the City issued Building Permit No. 3334-87 for a porch addition. The City provided a \$5,000 Historic District grant in 1988 for the re-roof, replacement of trim, and installation of a stone walkway.

On February 4, 2009, the Historic Preservation Board designated 569 Park Avenue a Significant Historic Site on the Park City Historic Sites Inventory based on the results of a reconnaissance level survey. Based on staff's recommendation, on April 7, 2010, the Historic Preservation Board reviewed the designation and removed 569 Park Avenue from the Historic Sites Inventory determining that due to changes to the Single-Family Dwelling from circa 1923 to 1995, 569 Park Avenue did not meet the criteria of a Significant Historic Structure.

The 2014 photograph taken from the [Historic Site Form](#) illustrates the current structure:



On August 6, 2015, the Historic Preservation Planner prepared a Manager's Report regarding 569 Park Avenue for the City Council ([Staff Report](#), p. 71; [Minutes](#), p. 3). The City Council directed staff to begin Land Management Code amendments to address demolition of structures that are of historic significance. On August 7, 2015, the

Planning Director submitted a Determination of Significance Application for 569 Park Avenue to nominate 569 Park Avenue for re-listing as a Significant Historic Site on the Park City Historic Sites Inventory. On September 2, 2015, the property owner applied for Building Permit BD-15-21810 to demolish the Single-Family Dwelling. The City denied Building Permit BD-15-21810.

On March 2, 2016, Planning staff brought the Determination of Significance application before the Historic Preservation Board, recommending 569 Park Avenue be listed as a Significant Site on the Park City Historic Site Inventory. The Historic Preservation Board unanimously voted to designate 569 Park Avenue a Significant Site.

On March 15, 2016, the property owner appealed the Determination of Significance. The appeal was scheduled for Board of Adjustment review on May 24, 2016. However, on May 23, 2016, the property owner submitted a request for an Advisory Opinion to the Utah Property Rights Ombudsman. The City and property owner agreed to postpone the Board of Adjustment public hearing and review of the appeal until the Ombudsman completed the Advisory Opinion. On March 7, 2017, the Property Rights Ombudsman issued the Advisory Opinion, finding the demolition permit for 569 Park Avenue was entitled to approval.

Since that time, the City and property owner have been working through options for the property. Alternatively, the property owner may still proceed with their stayed appeal and ultimately judicial review. However, the property owner and City have tentatively agreed to terms of City acquisition of a preservation easement/dismissal of their appeal, provided the owner can obtain the Historic Preservation Board review and approval of a Historic District Design Review for the property.

Additionally, 569 Park Avenue is located on Lots 17 and 18 of Block 5, Amended Plat, Park City Survey, and the Applicant submitted a plat amendment application to create one lot for the property, pending Planning Commission and City Council review (PL-22-05320).

569 PARK AVE

TIM AEE

REAR 3' MIN. INSULATION TO EOOD
#1 SHINGLE ROOF INTERLOCKED WITH 30 lb FELT
b.t. vthane goes from roof over edge back to 36' inside

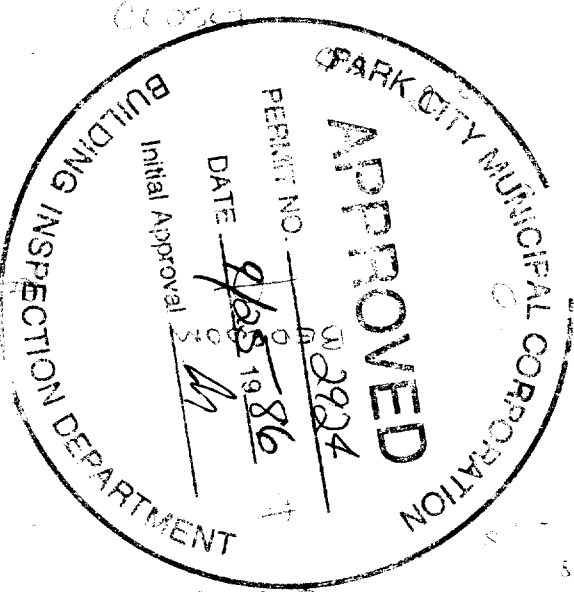
no structural changes are to take place
warm wall with 4mil min vapor barrier inside of cold walls
insulate walls R11 min &

Plaster wall is to come all inside then the
area is to be raised & re drywalled

1/2" ply to go on roof nailed with 8d
nails at 6' oc to on edges &

12" oc in field does not break 1st
layer of plaster with head of nails

KITCHEN

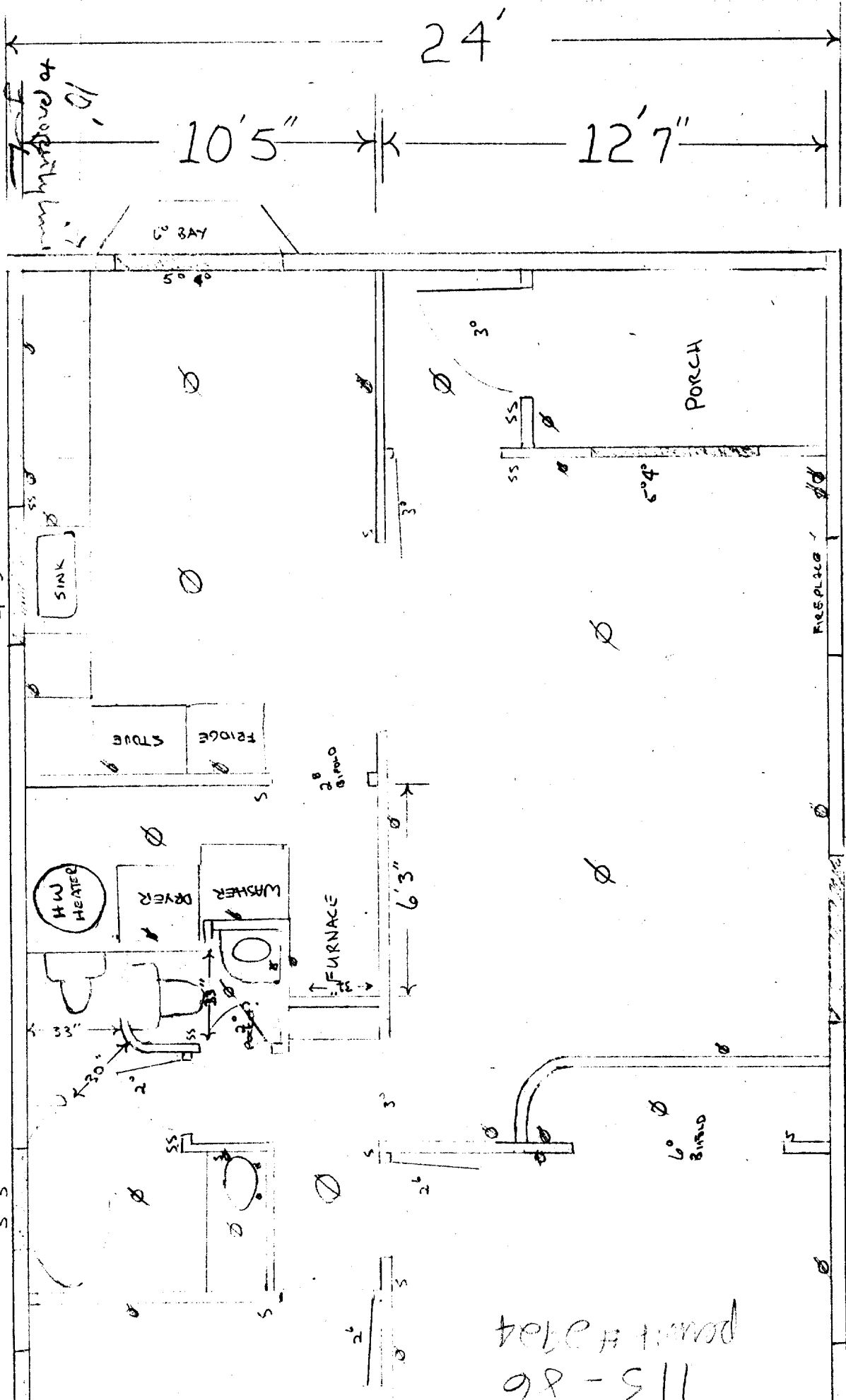


MASTER BEDROOM

BATH

9' FCI
PARK CITY

569 PARK AVE
TIM LEE
PERMIT
#2924

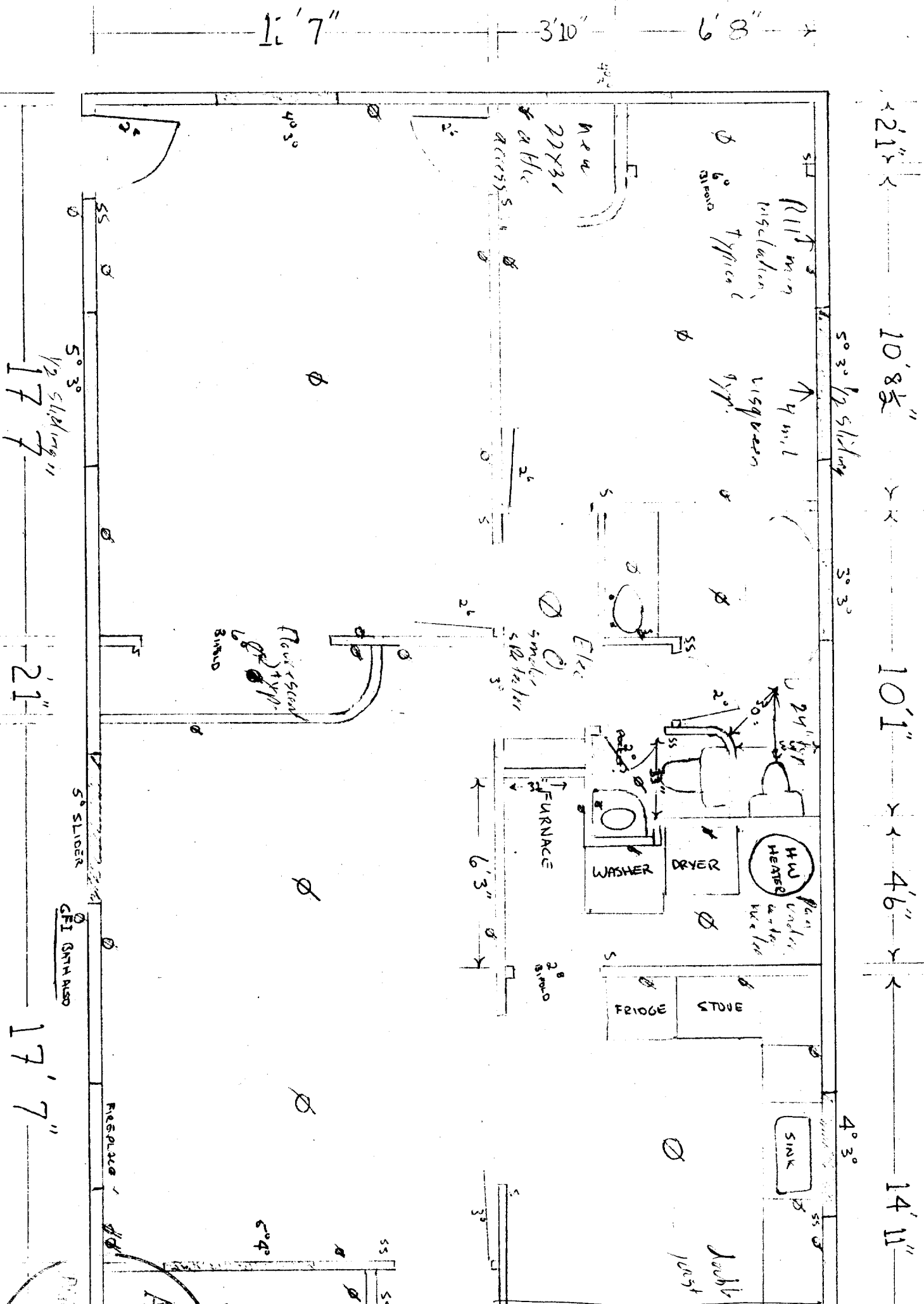


115-86
PERMIT #2924

GFI BATH ALSO

5" SLIDER

7'1" — 17'7" — 5'3 1/2"



2924 #

603 1/2 slides

↑ 4 m, 1
150000
100000

HW
HEATER



2000 + 5000
1000 + 5000
3000

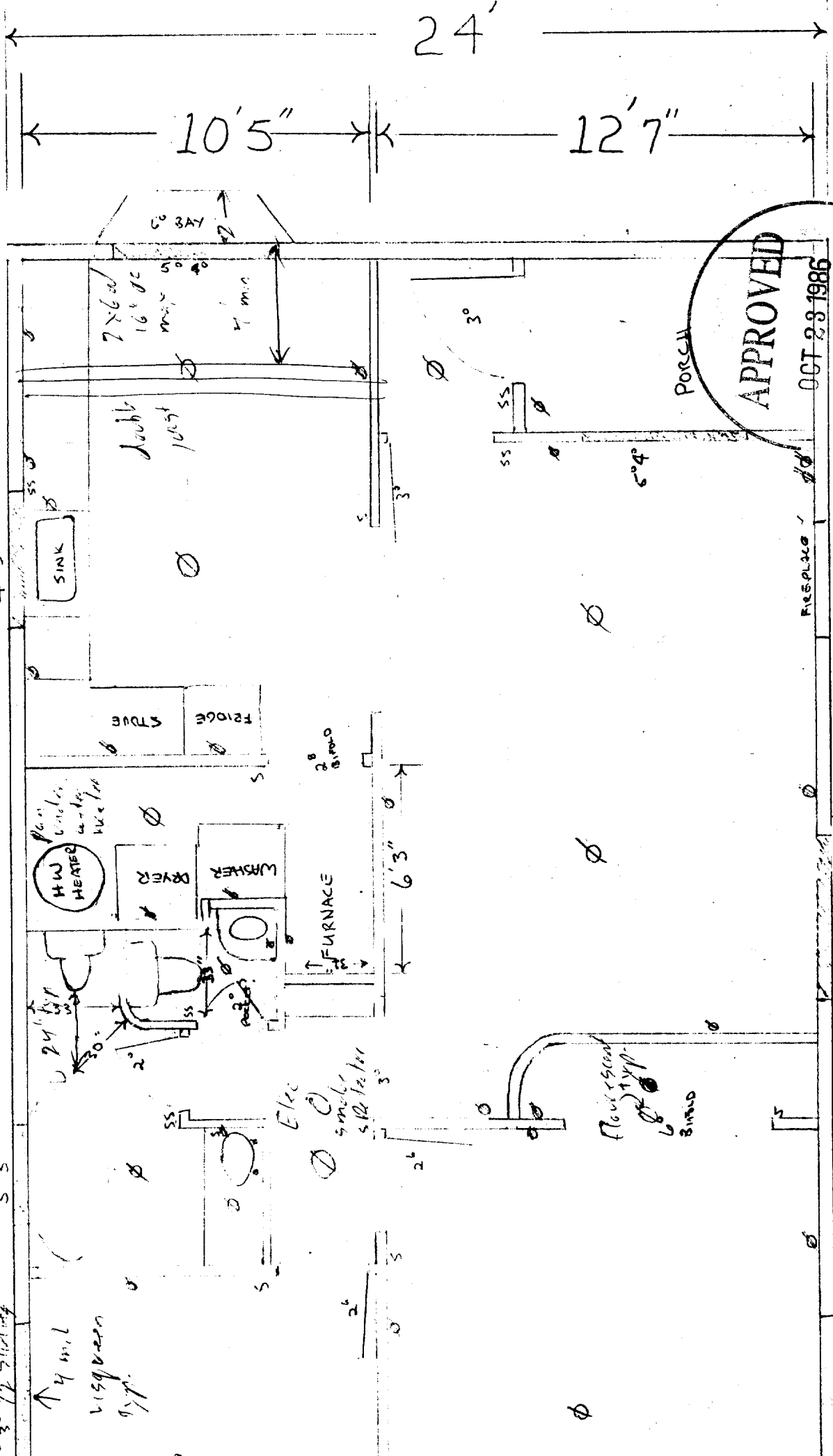
5° 3' 1/2 slides

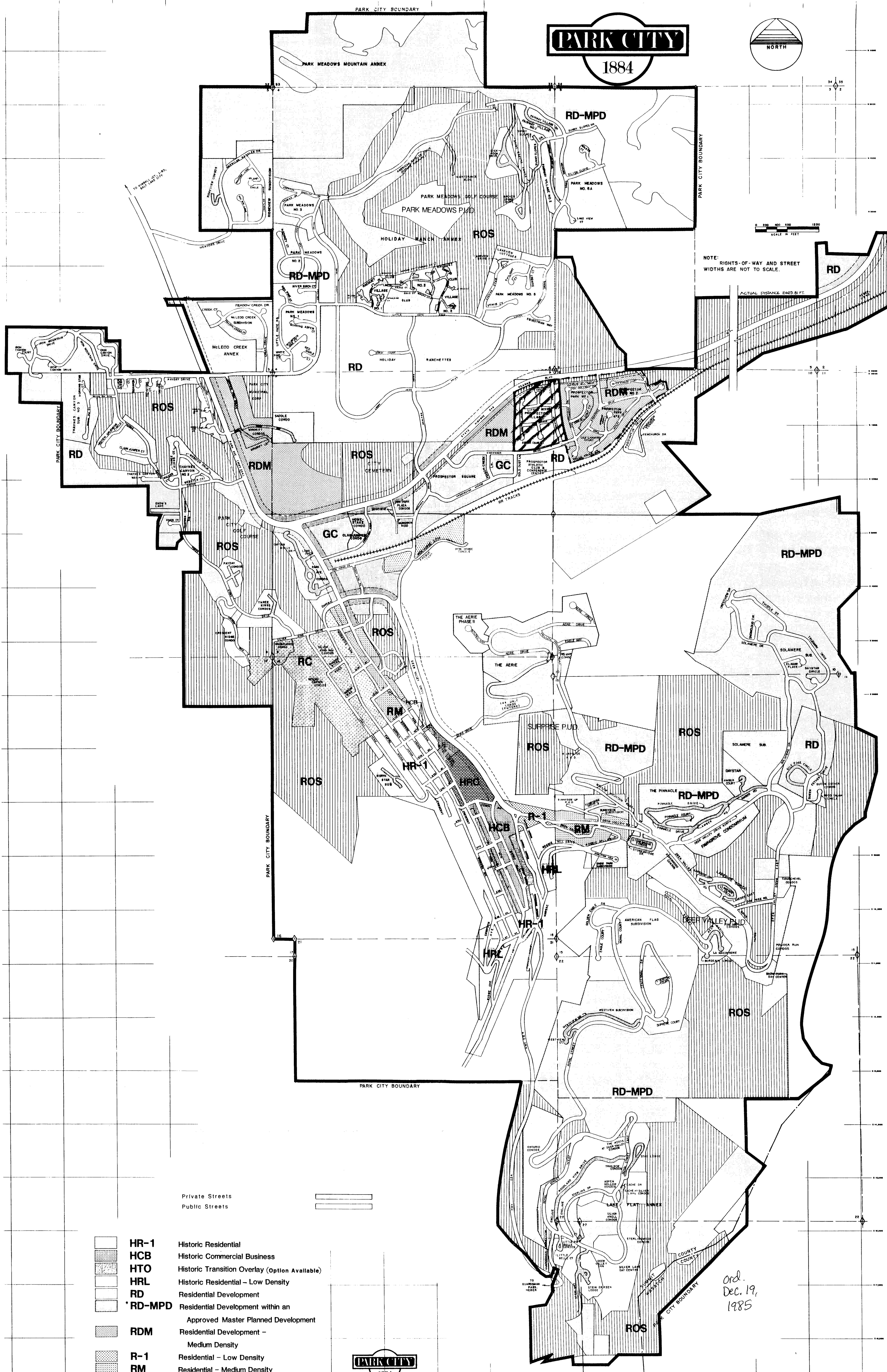
GFI BATH ALSO

17.71

NOT RECORDED
CITY BUILDING

440





- | | | |
|--|---------------|---|
| | HR-1 | Historic Residential |
| | HCB | Historic Commercial Business |
| | HTO | Historic Transition Overlay (Option Available) |
| | HRL | Historic Residential - Low Density |
| | RD | Residential Development |
| | RD-MPD | Residential Development within an Approved Master Planned Development |
| | RDM | Residential Development - Medium Density |
| | R-1 | Residential - Low Density |
| | RM | Residential - Medium Density |
| | GC | General Commercial |
| | RC | Recreation Commercial |
| | LI | Light Industrial |
| | ROS | Recreation Open Space |
| | E | Estate |
| | FPZ | Frontage Protection Zone Overlay |
| | HRC | Historic Recreation Commercial |

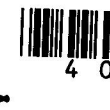
PARK CITY
1884
**MAP OF
PARK CITY**

PCM5926

Ord.
Dec. 19,
1985

OFFICIAL ZONING MAP
SIGNED *[Signature]*
ATTEST *[Signature]*
ADOPTED December 19, 1985
EFFECTIVE December 19, 1985

Revisions	Approval Date



SECTION 7. DISTRICTS AND REGULATIONS

7.1. HISTORIC RESIDENTIAL (HR-1) DISTRICT

7.1.1. PURPOSE. The purpose of the Historic Residential HR-1 District is to allow the preservation of the present land uses and the character of the historic residential areas of Park City, and to encourage the preservation of historic structures and the construction of new structures that preserve and contribute to the character of the district, and to encourage densities of development that will preserve the desirable residential environment, and also densities which are consistent with the inherent constraints on development within the narrow canyon areas and on areas that may have steep or substandard street systems.

7.1.2. PERMITTED USES. In the HR-1 district, no building or structure shall be erected which is arranged, designed, or intended to be used, or which is used for any purpose other than those purposes designated on the Use Table as being permitted uses (designated by the letter "A") or conditional uses (designated by the letter "C"). All other land uses are prohibited.

7.1.3. LOT SIZE AND COVERAGE REGULATIONS.

(a) Lot Size. The minimum lot area shall be 1,875 square feet for a single family residence; 3,750 square feet for a duplex, and 5,625 square feet for a triplex. The minimum width of a lot shall be 25 feet, measured 15 feet back from the front lot line.

(b) Side Yard. The minimum side yard for any structure of two units or more shall be 5 feet, except that a side yard shall not be required between structures designed with a common wall on a lot line. The longest dimension of buildings thus joined shall not exceed 50 feet. The minimum side yard for a single family structure shall be 3 feet. For side yards of less than 5 feet, the special side yard exceptions as provided in Section 8.14. shall not apply, except for projections of less than 4 inches as specified in Section 8.14.(a) and for allowance for a driveway as specified in Section 8.14.(h). On corner lots, any yard which faces on a street for both main and accessory buildings shall not be less than 10 feet. For structures on lots exceeding 25 feet in total width, the sum of the side yard set backs must total 10 feet.

(c) Rear Yard. The minimum depth of the rear yard for all main buildings shall be 10 feet and for accessory buildings shall be one foot from the rear property line. On corner lots which rear upon the side yard of an adjacent lot, accessory

buildings shall be located no closer than 5 feet to the rear property line.

- (d) Front Yard. The minimum depth of the front yard for all main buildings and accessory buildings, including garages, shall be 10 feet. Open parking spaces may be permitted in the front yard area, but not within the minimum side yard area. "Open parking spaces" does not include carports.

7.1.4. FACADE VARIATIONS. In order to assure variety of facade alignments and preserve architectural variety within the HR-1 Zone, the following requirements for facade variation shall apply to both the front and rear facades of buildings in the zone:

- (a) Facade Width. The front and rear facade of any building shall not exceed 24 feet horizontally measured distance without breaking the vertical plane of the facade. Such breaks in the facade plane shall be a step back (or forward, but not into minimum lot set back areas) of at least 5 feet in depth, and at least 12 feet in horizontal width before the facade returns to the original plane. Such breaks in the facade plane shall occur at such intervals that no portion of the facade exceeds 24 feet of continuous horizontal measure without a break in the facade plane. The volume of these step back areas shall be credited to the open space volumes required by subsection (b) of this section.
- (b) Facade Variation. In addition to minimum front and rear yard set backs, buildings in the HR-1 Zone are required to provide a volume of open space within the maximum allowable building envelope on both the front and rear of the structure. The volume of this additional open space shall be measured and computed according to the appropriate following formula:

Single family structures: Maximum allowable building width, multiplied by 25, multiplied by 5 equals open space volume requirement.

Duplexes: Maximum allowable building width multiplied by 25 multiplied by 7.

Triplexes: Maximum allowable building width multiplied by 25 multiplied by 9.

The open space volume requirement can be satisfied with deck areas, porches, balconies, or similar unenclosed areas which are open on at least two sides, one of which must be the front or back facade of the structure. Step back areas under the provisions of subsection (a) are included as open space volume. Porches, decks, balconies, etc., counted as open space volume may be under roof, but not under enclosed

living areas, provided the area is open on at least two sides.

1. On interior lots, the required volume of open space shall be provided within the 12 feet immediately behind the front set back line, and in the 12 feet immediately in front of the rear set back line, so that the open volume areas appear on the front and rear facades of the building, rather than on the side yards.
2. On corner lots, the front facade variation open space volume may be provided on either of the street facing facades, or a combination of both, in addition to the rear facades. No additional open space volume is required by virtue of being a corner lot.
3. On lots with unusual configurations, or through lots having frontage on two streets, or where the location of the open space volume is not determinable from the foregoing provisions, the Community Development Department shall make the determination based on the relationship to other adjoining structures and orientation of the structure to the streets and adjoining structures.
4. Roofs, balconies, decks, cornices, architectural details, porches, and stairways may project into the open space volume. This volume of open space may be provided on one or more levels of the structure, or may be provided by using a greater set back than the minimum set back. No space above the maximum allowable building height may be counted as facade variation open space.
5. Open space volume for facade variation must be provided on both the front and rear facades of the structures, but is not required on side facades.
6. Dormers, bay windows, fireplace pop-outs and similar architectural details that do not exceed five feet in any horizontal or vertical dimension may extend into space counted as facade variation open space volume without being deducted from that volume.

7.1.5. SPECIAL PARKING REGULATIONS.

- (a) Tandem parking is permitted for single family and duplex dwellings in the Historic District.
- (b) To encourage the location of parking in the rear, common driveways may be permitted along shared side yard property lines where those drives provide access to parking in the rear of the main building. Restrictions on the deeds to

both properties must provide for the preservation of such a shared drive.

- (c) Common parking facilities may be permitted, upon approval of the Planning Department, where such a grouping may facilitate the development of individual buildings that more closely conform to the scale of historic structures in the district as defined in the design guidelines. Parking structures may be permitted, provided that the structure maintains all yard set backs above grade, but may occupy below grade side yard areas between participating developments.
- (d) In order to minimize the amount of hardsurfaced paving in front yards and to encourage the development of more grass and textured paving visible to the street, the following limits on the widths of paved areas for driveways and exposed parking that are visible from the street shall apply:
 - 1. For a single family dwelling on a 25 foot wide lot, the total area of hard surface for drive and parking shall not exceed 12 feet in width. The balance of any parking area or drive area shall be made of porous paving material. Drives shared with adjoining properties shall not exceed 20 feet in total width, regardless of placement on the lots involved.
 - 2. For all other buildings, the total drive area shall not exceed 20 feet in width for hard surfaced drive and parking area, with additional parking and drive area provided with porous paving material. This hard surfaced width may be divided into separate drives, or in a single drive.
 - 3. Garage door openings on single family structures on 25 foot lots shall not exceed 10 feet in width. On single lots that are more than 25 feet, but less than 37.5 feet in frontage width, the garage door openings shall not exceed 16 feet in width. Duplex structures on 50 foot or wider lots may have one garage door opening (or combination of openings) totaling 18 feet in width for each unit of the duplex, or a total of 36 feet in width for the structure. Triplex structures, which are required to have a common underground parking area, shall have only one garage door opening, which shall not exceed 18 feet. Where garage door openings appear on a facade that does not face a street, so the garage is accessed from a common drive between adjoining properties, the Community Development Department may waive the maximum door width if necessary to make the common drive arrangement function.

7.1.6. BUILDING HEIGHT. Structures shall be erected to a height no greater than 28 feet, as defined in Section 8.17. No volume or area above this 28 foot height may be used for facade variation open space.

7.1.7. SPECIAL REQUIREMENTS FOR CONDITIONAL USES. The following impacts shall be considered in reviewing conditional uses:

- (a) Scale of the building in relation to historic structures in the district.
- (b) The need for increased yard areas and the resulting impact on the established set backs in the block.
- (c) The impact of noise or nearby residences.
- (d) The impact of traffic and on-street parking in the block.

7.1.8. ARCHITECTURAL REVIEW. Prior to the issuance of building permits for any conditional or permitted use within this zone, the Community Development Department shall review the proposed plans for compliance with the architectural design guidelines prepared by the Historic District Commission and adopted by resolution of the City Council as a supplement to this Ordinance. Appeals of departmental actions on architectural compliance are heard by the Historic District Commission, and then may be appealed to the Council as set forth in Chapter 1 of this Code. Property within this zone may be subject to subdivision regulations and covenants that regulate design, materials, yard and height more strictly than this Code. This Code does not supercede more restrictive provisions in private covenants.

September 6, 2022 7:31 AM

Dear Rebecca Ward,

I am writing concerning the planning application for 569 Park Ave. Five years ago, fellow neighbors and I were paying a lawyer to help us to oppose plans to demolish 569 and build two houses in its place. But times and plans change, and so do opinions. I'm glad to say that, from the plans presented to us, I have no objection to the new proposals for improvements to 569, as a single dwelling, within historic guidelines.

I am pleased that the Kershaws have tried to maintain the historic character of the house, and to give it a footprint that tries to preserve light and air, and to blend with the character of the surrounding houses.

So far the Kershaws have been responsive to our concerns about boundary wall issues. I hope that we will be able to preserve or replace as much as possible the trees and landscaping around the house. But I accept that this is an issue to be addressed after construction, and have been happy that the Kershaws seem eager to create landscaping harmonious with the rest of the block.

I have no expertise in the specifics of historic or other planning guidelines, and of course leave final judgement on the proposals for 569 to those that do. But as a neighbor, I'm fine with the proposals as presented.

All bests,

John Browning

September 6, 2022 11:07 AM

Hi Ms. Ward, we are writing in support of the home renovation at 569 Park Avenue. Our home is located across the street at 566 Park Avenue. The Kershaw's have assured us that the home will remain a single family home and it will not obstruct any views. We understand the need to preserve historical homes and feel that these upgrades will enhance our neighborhood and the existing structure. Please do not hesitate to reach out.

Best,

Charlotte and Taavi Reiss

September 6, 2022 1:15 PM

Rebecca,

Will and I are the owners of 575 Park Ave actually welcome the renovation of the existing home instead, which I stated in a City Council meeting in 2015, rather than the delisting, demolition and two homes the

569 owners wanted to do. We and owners of 561 Park Ave have been fighting this legally since that time to preserve the historic integrity of Park Ave and has cost us substantially. We are generally supportive of the renovation the Kershaw's are proposing. We have noted some minor issues to ensure we have enough space to get trash cans to the curb and to collaborate on the landscaping between the houses for privacy. There is a very large tree to remove in order to renovate and hope it is does not impact us.

Sincerely,

Linda Cox
Owner of 575 Park Ave

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

KERSHAW RESIDENCE

HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

CONSULTANTS

STRUCTURAL
SHEN ENGINEERING, INC.
HENRY SHEN
2225 EAST MURRAY HOLLADAY RD.
SUITE 208, HOLLADAY, UTAH 84117
TEL. (801) 466-2625
FAX. (801) 466-2656
EMAIL: sheneng@msn.com

LEGEND

	BRICK & STONE	OFFICE 103	ROOM NAME ROOM NUMBER
	EARTH		FLOOR, POINT ELEV.
	CONCRETE		CENTER LINE
	CONCRETE MASONRY UNIT		ROUND, DIA.
	STEEL (LARGE SCALE)		CHANNEL
	RIGID INSULATION		ANGLE
	ROUGH WOOD		DETAIL
	BLOCKING		SECTION CUT, DETAIL
	ALUMINUM (LARGE SCALE)		BUILDING SECTION
	GRAVEL		KEYED NOTES
	FINISHED WOOD		WINDOW TYPE
	BATT OR BLOWN INSULATION		DOOR NUMBER
	PLASTER, SAND, GROUT, MORTAR		REVISION
	STEEL (SMALL SCALE)		INTERIOR WALL ELEV.
	BITUMINOUS PAVING		WALL TYPE
	PLYWOOD		
	GYPSUM BOARD		

CODE ANALYSIS

APPLICABLE CODES

2015 IRC 2018 IBC
2018 IPC 2018 IMC
2017 NEC 2018 IFGC
2018 IECC 2018 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
LOWER LEVEL		1515	1515
MAIN LEVEL	1075	188	1263
TOTAL	1075	1703	2778
GARAGE		252	
CRAWL SPACE		145	
ENTRY PORCH		145	
PATIO		373	
LOD/DISTURBED AREA		858	
LOT AREA		3749	
PROPOSED FOOTPRINT		1515	
ALLOWABLE FOOTPRINT		1519	

INDEX TO DRAWINGS

#	SHEET #	SHEET DESCRIPTION
1	Aa	COVER SHEET
		SURVEY
2	Iof 1	EXISTING CONDITIONS SURVEY
		ARCHITECTURAL
3	AB.1	AS-BUILTS MAIN LEVEL PLAN & ROOF PLAN
4	A0.1	ARCHITECTURAL SITE PLAN
5	A0.2	LANDSCAPE PLAN
6	A1.1	LOWER LEVEL PLAN
7	A1.2	MAIN LEVEL PLAN
8	A1.3	ROOF PLAN
9	A2.1	SOUTH & WEST ELEVATIONS
10	A2.2	NORTH & EAST ELEVATIONS
11	A3.1	BUILDING SECTIONS
12	A5.1	ARCHITECTURAL NOTES AND DETAILS
13	A5.2	ROOF FLASHING DETAILS
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	REV'D.	REQUIRED
B.D.	BOARD	G.I.	GALVANIZED IRON	REV.	REVISED
B.U.	BUILT-UP	GALV.	GALVANIZED	RM.	ROOM
B.W.	BOTH WAYS	GRD.	GRADE	R.O.	ROUGH OPENING
BLDG.	BUILDING	G.W.B.	GYPSUM WALL BOARD	S & R	SHELF AND ROD
BLK.	BLOCK	G.L.B.	GLU-LAM BEAM	S.C.	SOLID CORE
BRK.	BRICK	H.B.	HOSE BIBB	SCHED.	SCHEDULE
C.I.	CAST IRON	HD.	HEAD	SHT.	SHEET
C.J.	CONTROL JOINT	H.M.	HOLLOW METAL	SIM.	SIMILAR
C.M.U.	CONCRETE MASONRY UNIT	HOR.	HORIZONTAL	SPEC.	SPECIFICATION
CLG.	CEILING	ID.	INSIDE DIAMETER	STD.	STANDARD
COL.	COLUMN	INT.	INTERIOR	STL.	STEEL
COMP.	CONTACTED/COMPOSITE	IRRIG.	IRRIGATION	STRUC.	STRUCTURAL
CONC.	CONCRETE	INSUL.	INSULATION	SYS.	SYSTEM
CONST.	CONSTRUCTION	JB.	JAMB	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	JNT.	JOINT	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	M.R.	MOISTURE RESISTANT	T.O.	TOP OF
D.F.	DRINKING FOUNTAIN/DOUGLAS FIR	MANFR	MANUFACTURER	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MAX.	MAXIMUM	T.O.W.	TOP OF WALL
DIM.	DIMENSION	MECH.	MECHANICAL	TYP.	TYPICAL
DN.	DOWN	MIN.	MINIMUM	T.S.	STEEL TUBE COLUMN
DWG.	DRAWING	(N)	NEW	U.N.O.	UNLESS NOTED OTHERWISE
DTL.	DETAIL	N.L.C.	NOT IN CONTRACT	VERT.	VERTICAL
EA.	EACH	N.T.S.	NOT TO SCALE	V.T.R.	VENT THRU ROOF
E.F.	EXHAUST FAN	NO.	NUMBER	W.	WATER
E.I.F.S.	EXT. INSUL. FINISH SYSTEM	O.C.	ON CENTER	WD.	WOOD
E.J.	EXPANSION JOINT	O.D.	OUTSIDE DIAMETER	W/	WITH
ELEC.	ELECTRIC/ELECTRICAL	OF.D.	OVERFLOW DRAIN	WP.	WATERPROOF
ELEV.	ELEVATION	OPNG.	OPENING	W.R.	WATER RESISTANT
EQ.	EQUAL	PLYWD.	PLYWOOD	W.H.	WATER HEATER
E.T.	EXPANSION TANK	PNT.	PAINT	W.S.	WATER SOFTNER
EXIST. (E)	EXISTING	PNTD.	PAINTED	W.W.F.	WELDED WIRE FABRIC
EXT.	EXTERIOR			W.W.M.	WOVEN WIRE MESH

GENERAL NOTES

- THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
- THESE SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
- ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
- BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.
- ALL 2/5 lb. GAS PIPE SYSTEM METER SETS REQUIRES PRIOR APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEM.
- ALL FIELD WELDING OR TORCH WORK, WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 105.6.11.
- TOWER CRANES REQUIRE A SEPARATE PERMIT. CONTACT BUILDING DEPARTMENT FOR REQUIREMENTS.
- EXCAVATION NOT TO EXCEED 2:1 SLOPE WITH OUT A SOILS REPORT.
- BUILDING SHALL COMPLY WITH THE PROVISIONS IN THE (WUI) WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21.

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. 435-648-7263, E-mail: degrayarch@qwestoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

COVER SHEET

SHEET DESCRIPTION:

REVISIONS:

DATE:

JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

Aa

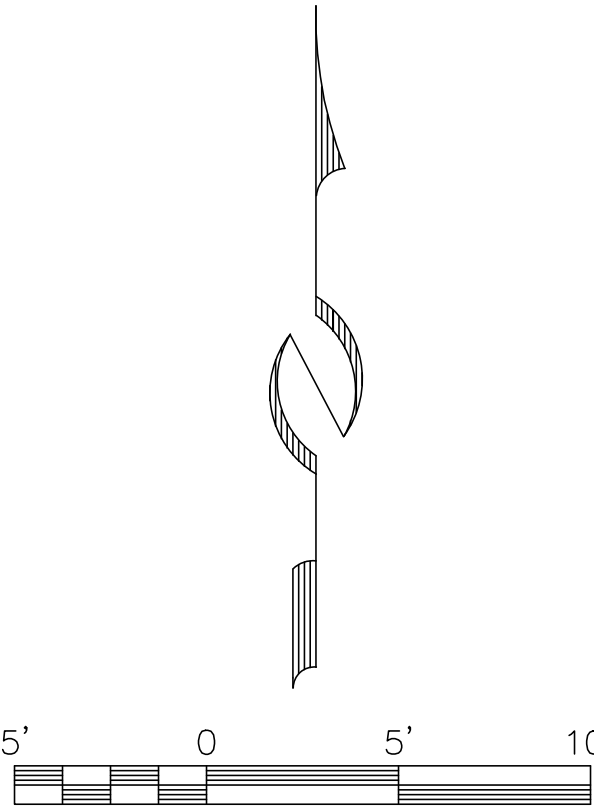
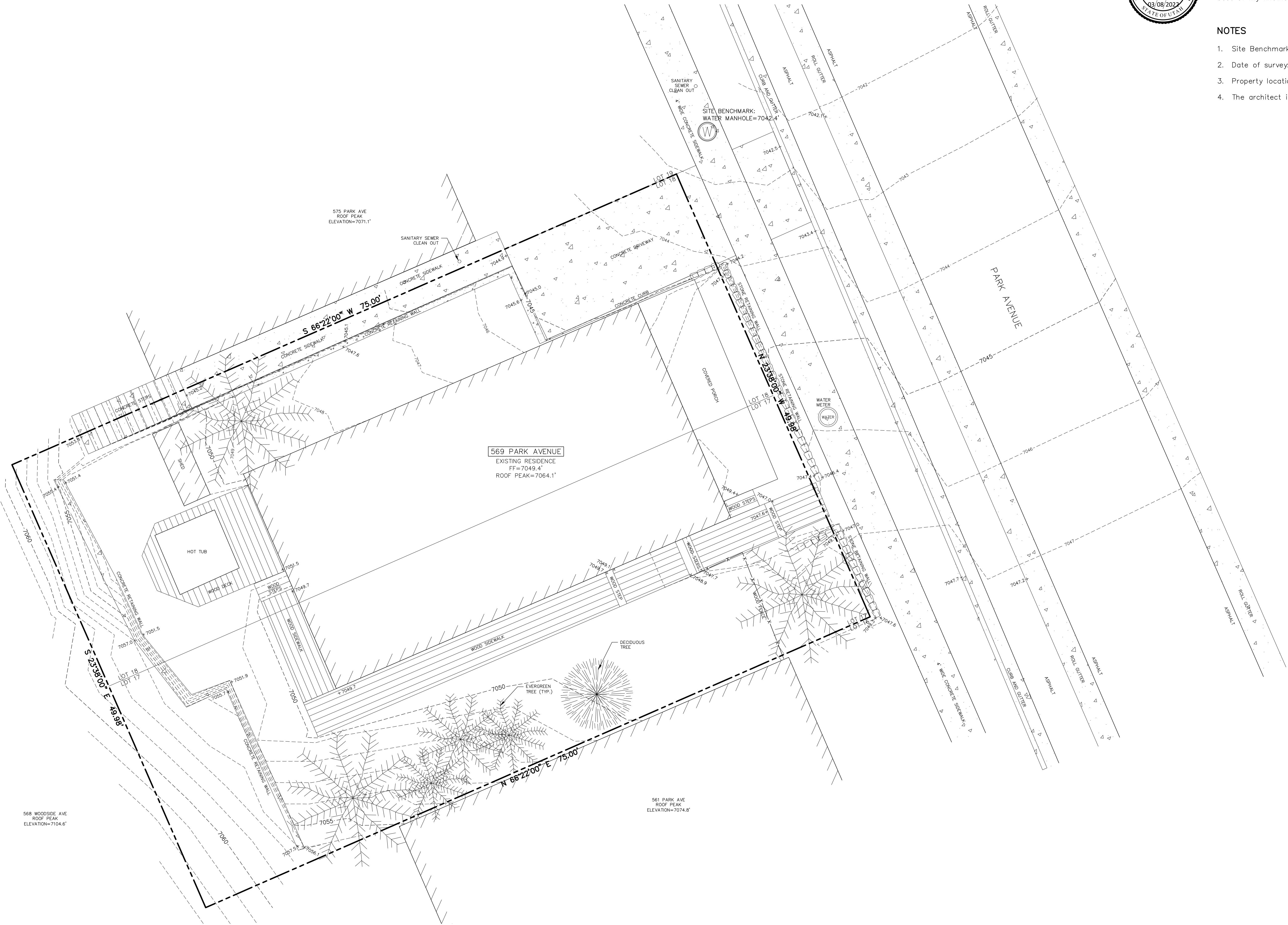


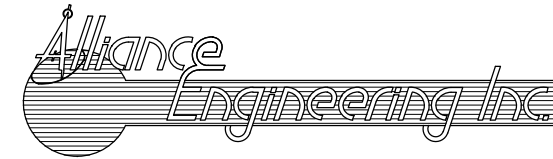
SURVEYOR'S CERTIFICATE

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

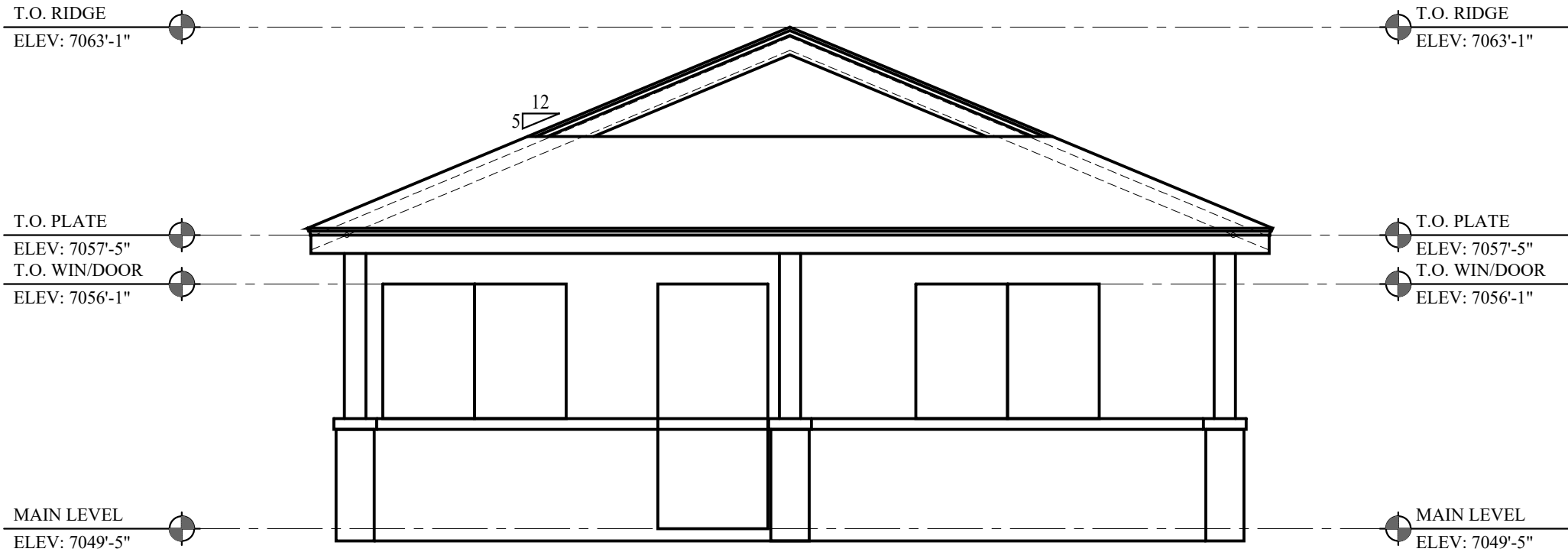
NOTES

1. Site Benchmark: Water Manhole=7042.4'
2. Date of survey: January 19, 2022
3. Property location: Section 16, T2S, R4E, Salt Lake Base & Meridian
4. The architect is responsible for verifying building setbacks, zoning requirements and building heights.

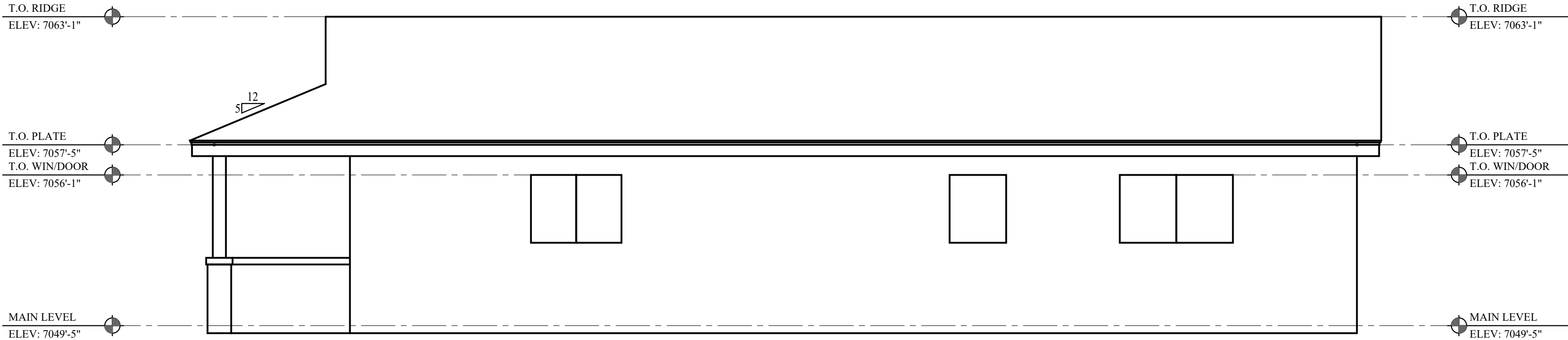


 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: BRANDON HOXER TOM LUND BRAYLON ROSE MARSHALL KING	EXISTING CONDITIONS & TOPOGRAPHIC MAP 569 PARK AVE LOTS 17 & 18 OF BLOCK 5, PCS FOR: JANET KERSHAW JOB NO.: 7-1-22 FILE: X:\ParkCitySurvey\dwg\srvtopo2022\070122.dwg	SHEET 1 OF 1
DATE: 3/8/22				

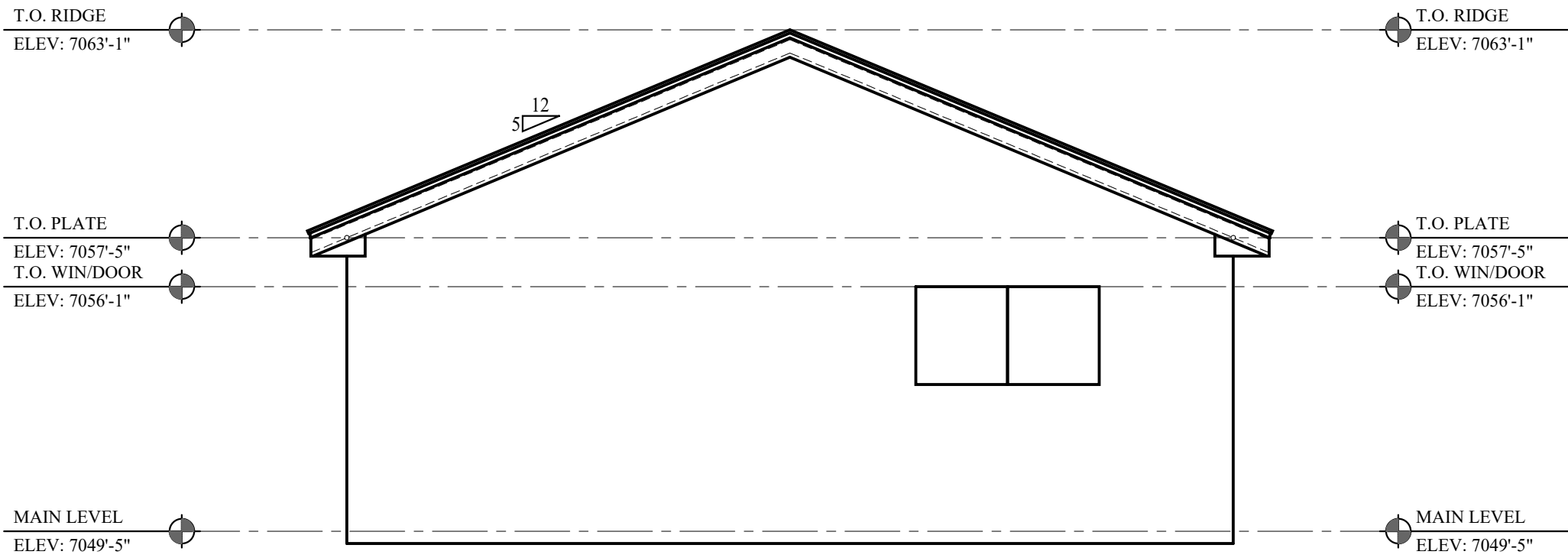
THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL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



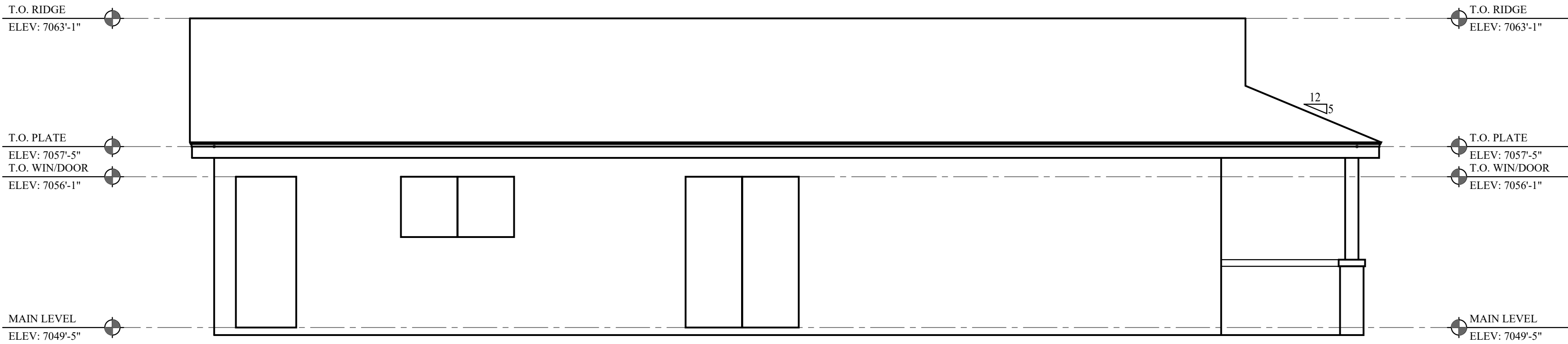
1 EAST ELEVATION
SCALE: 1/4" = 1'-0"



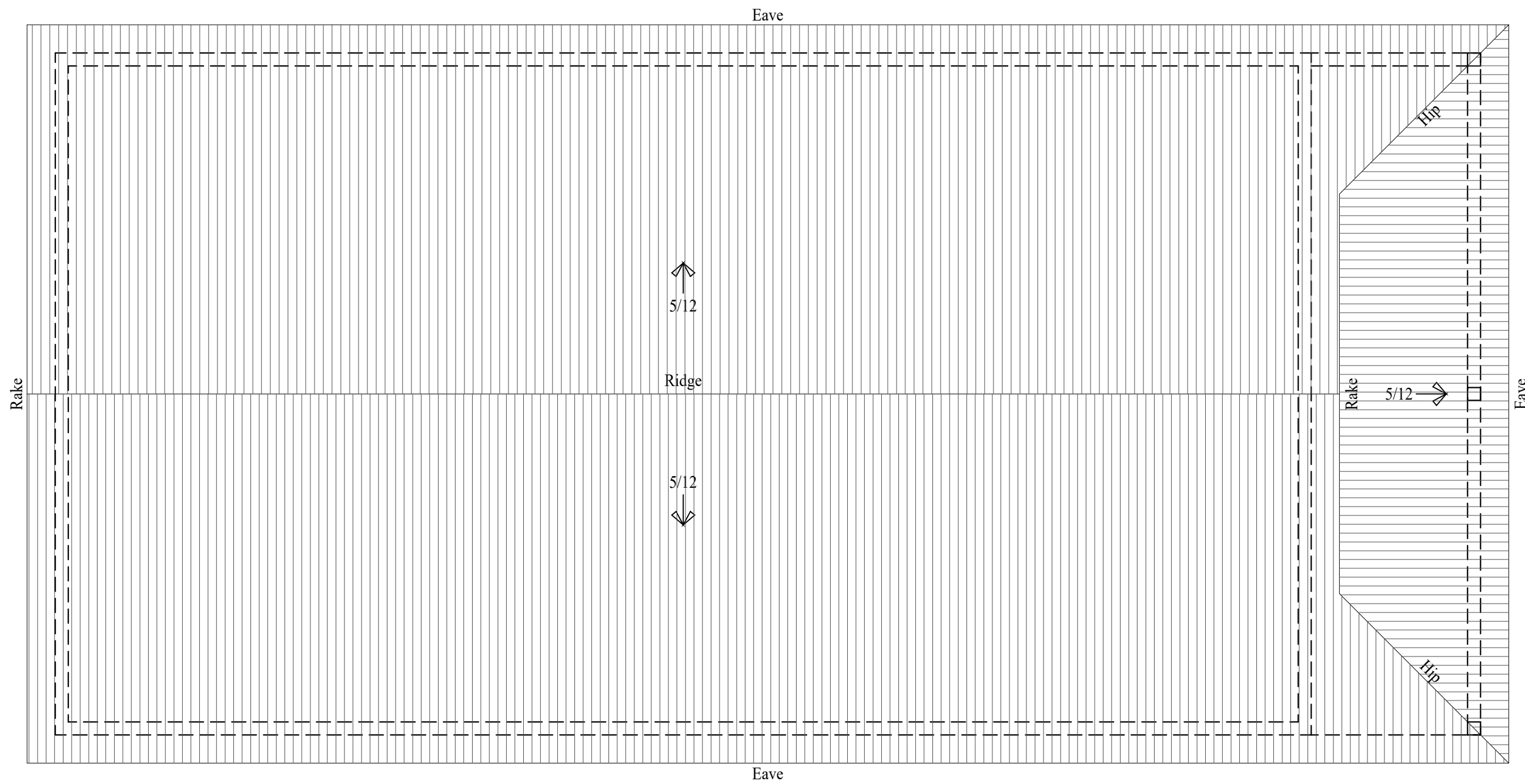
2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



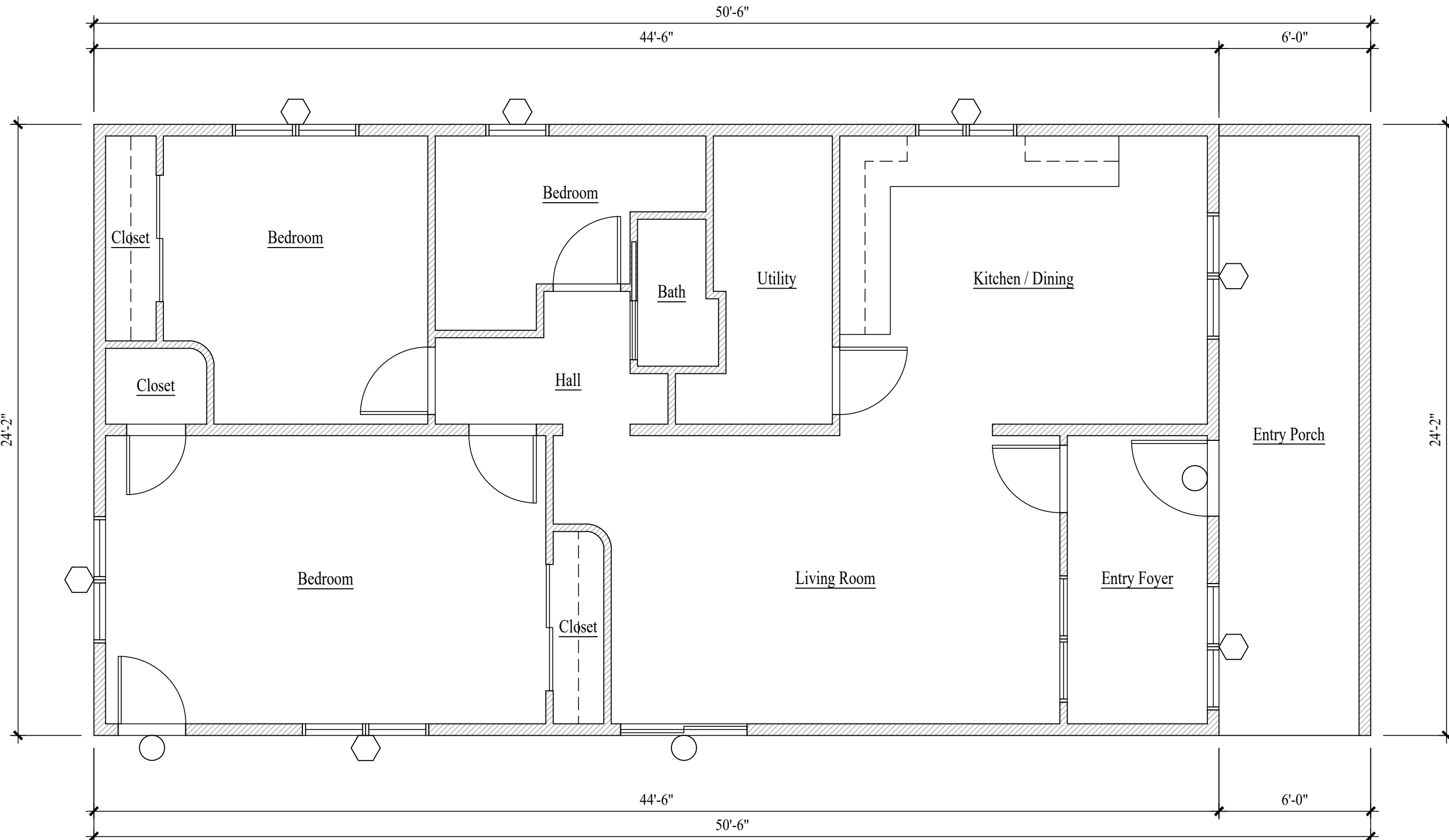
3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



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



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



MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"
MAIN LEVEL LIVING AREA = 1075 S/F

WALL LEGEND

- EXISTING WALL
- EXISTING MASONRY / STONE / CONC.

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

1 NOTE

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. 435-648-7263, E-mail: degrayarch@qwestoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW
569 PARK AVENUE, PARK CITY, UTAH 84060

AS-BUILTS
FLOOR PLAN, ROOF PLAN
ELEVATIONS

REVISIONS:

DATE:

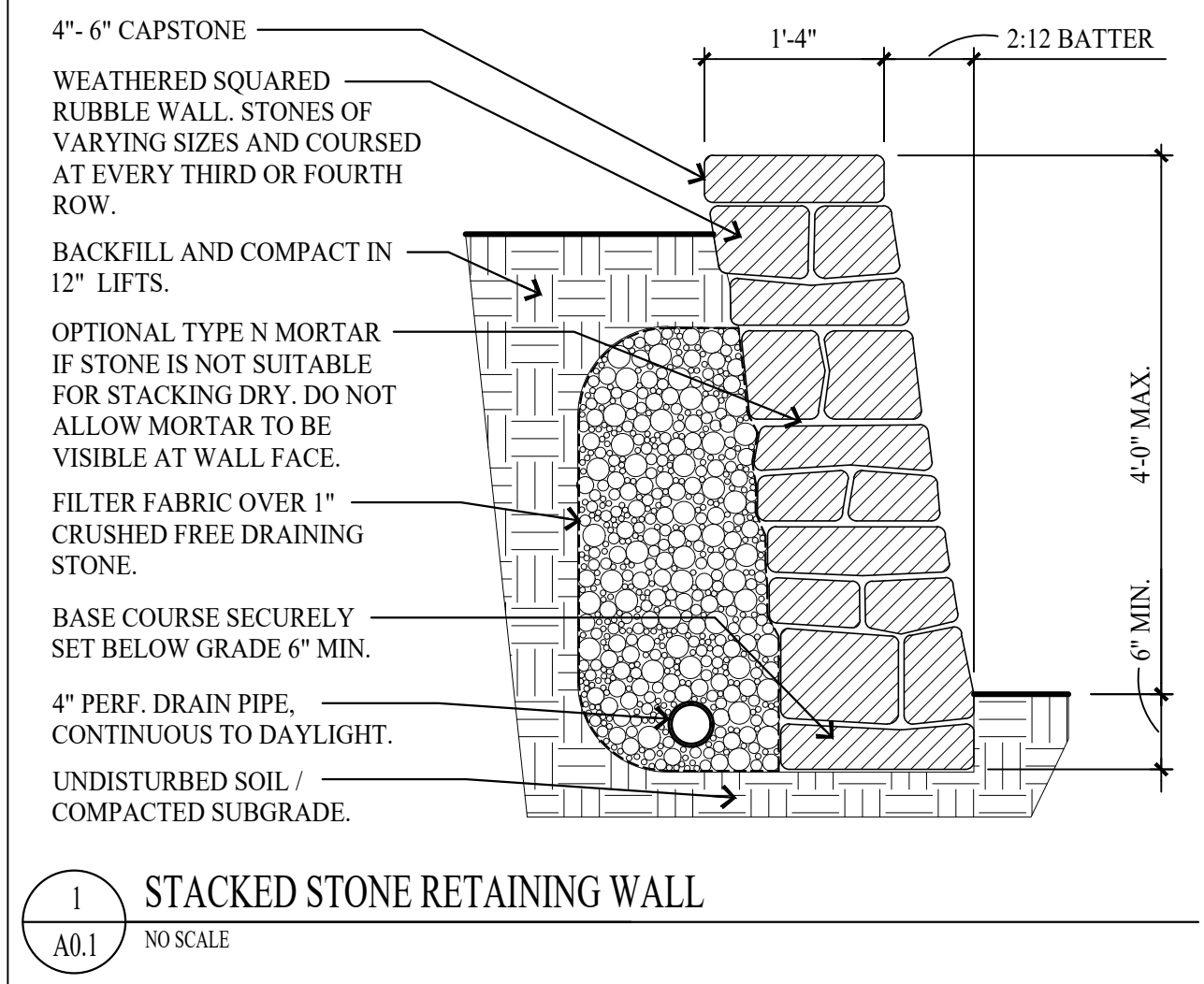
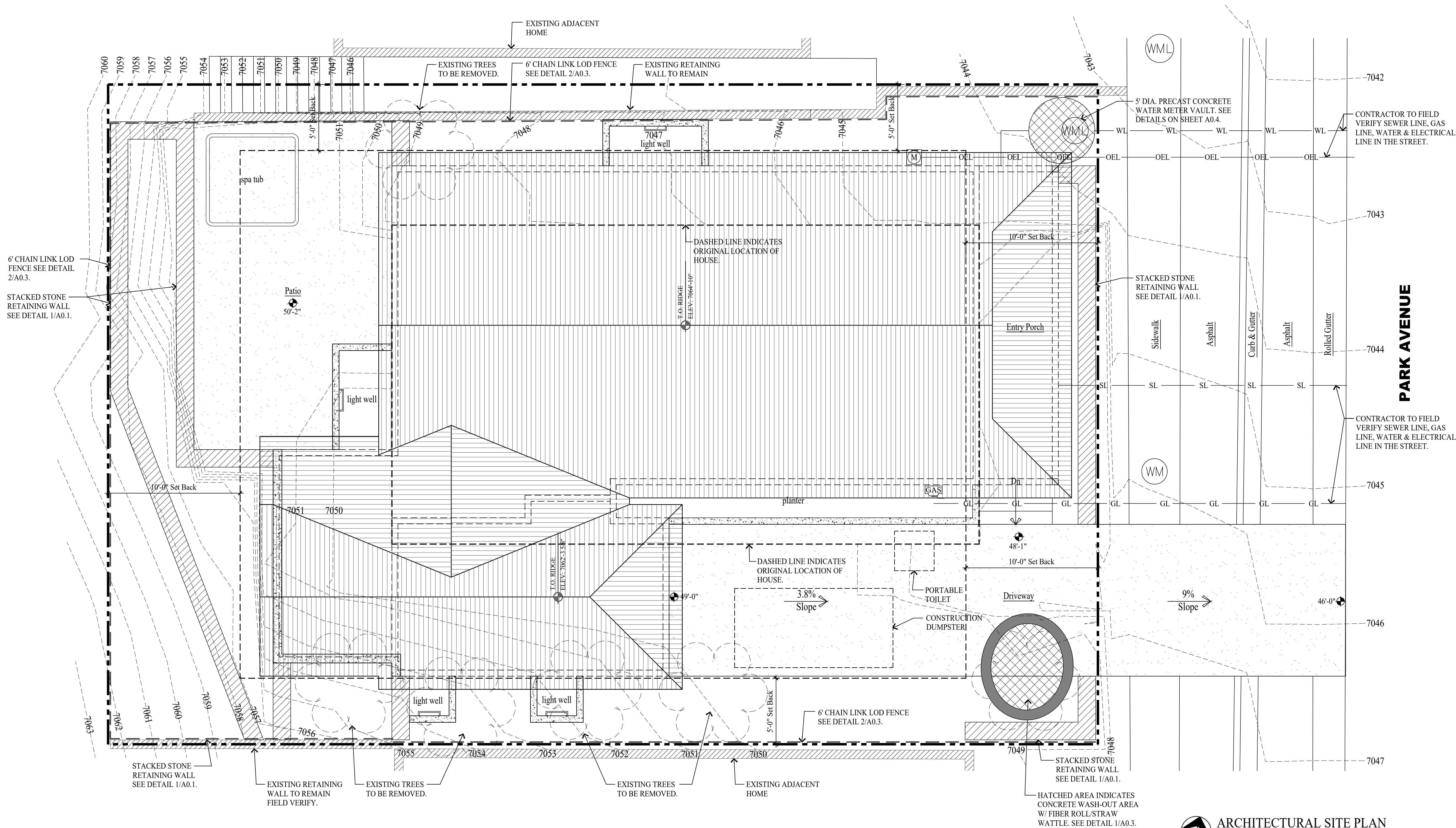
JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

AB.1



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

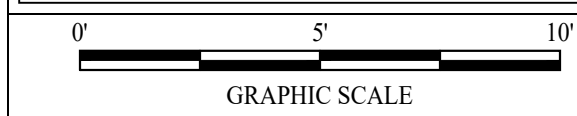
SNOW PLOWED FROM DRIVE SHALL NOT BE PUSHED ONTO THE STREET.

LEGEND

(WML)	WATER MANHOLE LID
(SML)	SEWER MANHOLE LID
(M)	ELECTRIC METER BOX
(GAS)	GAS METER
(W)	WATER VALVE
(WM)	WATER METER
(SDM)	STORM DRAIN MANHOLE
(P)	POWER POLE
(S)	STREET LIGHT
(D)	DATUM ELEVATION
(F)	FIRE HYDRANT
(T)	TELECOM BOX
(E)	ELECTRICAL BOX
(S)	SEWER CLEAN OUT
---	LOD FENCE
→	SURFACE DRAINAGE FLOW
---	EXISTING CONTOUR LINE
---	NEW CONTOUR LINE
---	PROPERTY LINE
---	SET BACK LINE
---	FENCE LINE
WL	WATER LINE
SL	SEWER LINE
GL	GAS LINE
OEL	OVERHEAD ELECTRICAL LINE

LOD DISTURBED AREA: 858 S/F

NOTE:
1. SWPPP SIGN AND SWPPP DOCUMENT MUST BE ON SITE DURING CONSTRUCTION.
2. DOWNSIDE SEDIMENT TRAPS NEED TO EXTEND UP BOTH SIDES FAR ENOUGH TO PREVENT OFFSITE DEPOSITION. FIELD VERIFY.



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. 435-648-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

ARCHITECTURAL SITE PLAN

REVISIONS:

DATE:

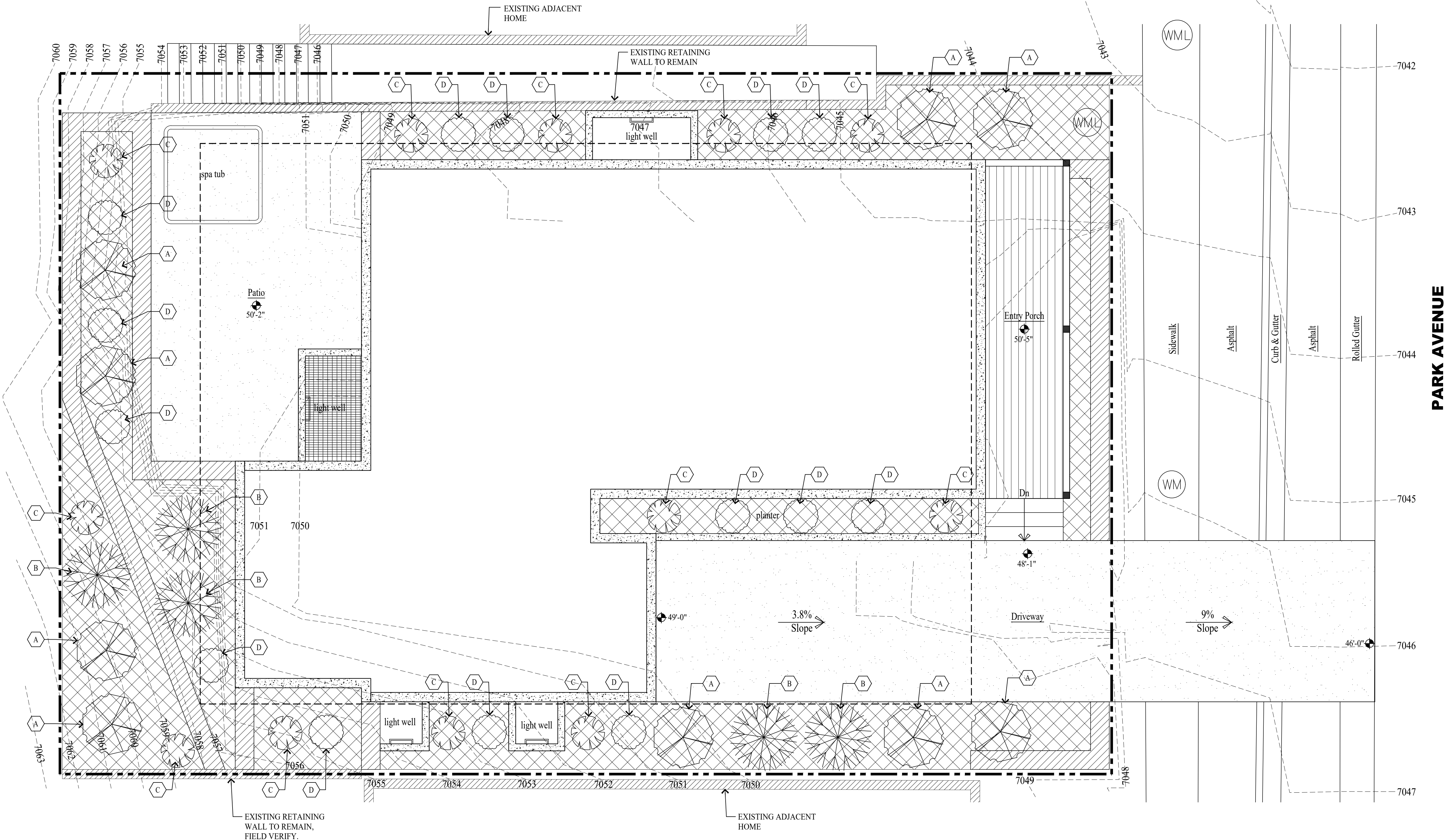
JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

A0.1



PLANT SCHEDULE							
SYMBOL	KEY	QUANTITY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING	COMMENTS
	A	9	Rocky Mtn. Maple	Acer Glabrum	3" Dia.	3'-8'	
	B	5	Aspen	Populus tremuloides	3" Dia.	6'-10'	
SHRUBS							
	C	12	Red twig dogwood	Cornus sericea "baileyi"	5 Gal.		Spacing as noted
	D	14	Red Chokeberry	Aronia arbutifolia	5 Gal.		Spacing as noted
GROUND COVER and HYDROSEEDING							
	E	20	Mountain Lover	Pachistima Myrsinites	4" Pots	12"-18"	Distribute Equally
	F	20	Creeping Mahonia	Mahonia Repens	1 Gal.	12"-18"	Distribute Equally
	G	287 S/F	Wood Chips		Small		3" Thick Layer

- ### GENERAL NOTES
- PLANTING NOTES:
- 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.
 - ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMANS STANDARD SPECIFICATIONS.
 - ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
 - CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
 - CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
 - IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
 - NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
 - SHRUB BEDS SHALL RECEIVE 6" OF TOPSOIL.
 - ALL SHRUB BEDS SHALL HAVE 3" OF DECOMPOSED BARK MULCH INSTALLED.
 - SHRUB BED EDGING SHALL BE PRESSURE TREATED WOOD OR "TREX" EDGING. IT SHALL SEPARATE ALL SHRUB BEDS/ NATIVE GRASS LOCATIONS.
 - ALL PLANTS AND ALL PLANT STAKES SHALL BE SET PLUMB.
 - ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF OF PLANTING AND PROPERLY DISCARDED.
 - NO BARE ROOT STOCK SHALL BE USED.

- ### LEGEND
- WML WATER MANHOLE LID
 - SML SEWER MANHOLE LID
 - EM ELECTRIC METER BOX
 - GAS GAS METER
 - W WATER VALVE
 - WM WATER METER
 - SDM STORM DRAIN MANHOLE
 - PP POWER POLE
 - SL STREET LIGHT
 - DE DATUM ELEVATION
 - FH FIRE HYDRANT
 - T TELECOM BOX
 - E ELECTRICAL BOX
 - SC SEWER CLEAN OUT
 - LOD LOD FENCE
 - SD SURFACE DRAINAGE FLOW
 - EL EXISTING CONTOUR LINE
 - NL NEW CONTOUR LINE
 - PL PROPERTY LINE
 - SB SET BACK LINE
 - FL FENCE LINE
 - WL WATER LINE
 - SL SEWER LINE
 - GL GAS LINE
 - OEL OVERHEAD ELECTRICAL LINE

LOD DISTURBED AREA: 858 S/F

NOTE:
1. SWPPP SIGN AND SWPPP DOCUMENT MUST BE ON SITE DURING CONSTRUCTION.
2. DOWNSTREAM SEDIMENT TRAPS NEED TO EXTEND UP BOTH SIDES FAR ENOUGH TO PREVENT OFFSITE DESPOSITION. FIELD VERIFY.

0' 5' 10'
GRAPHIC SCALE

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

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. 435-648-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

LANDSCAPE PLAN

REVISIONS:

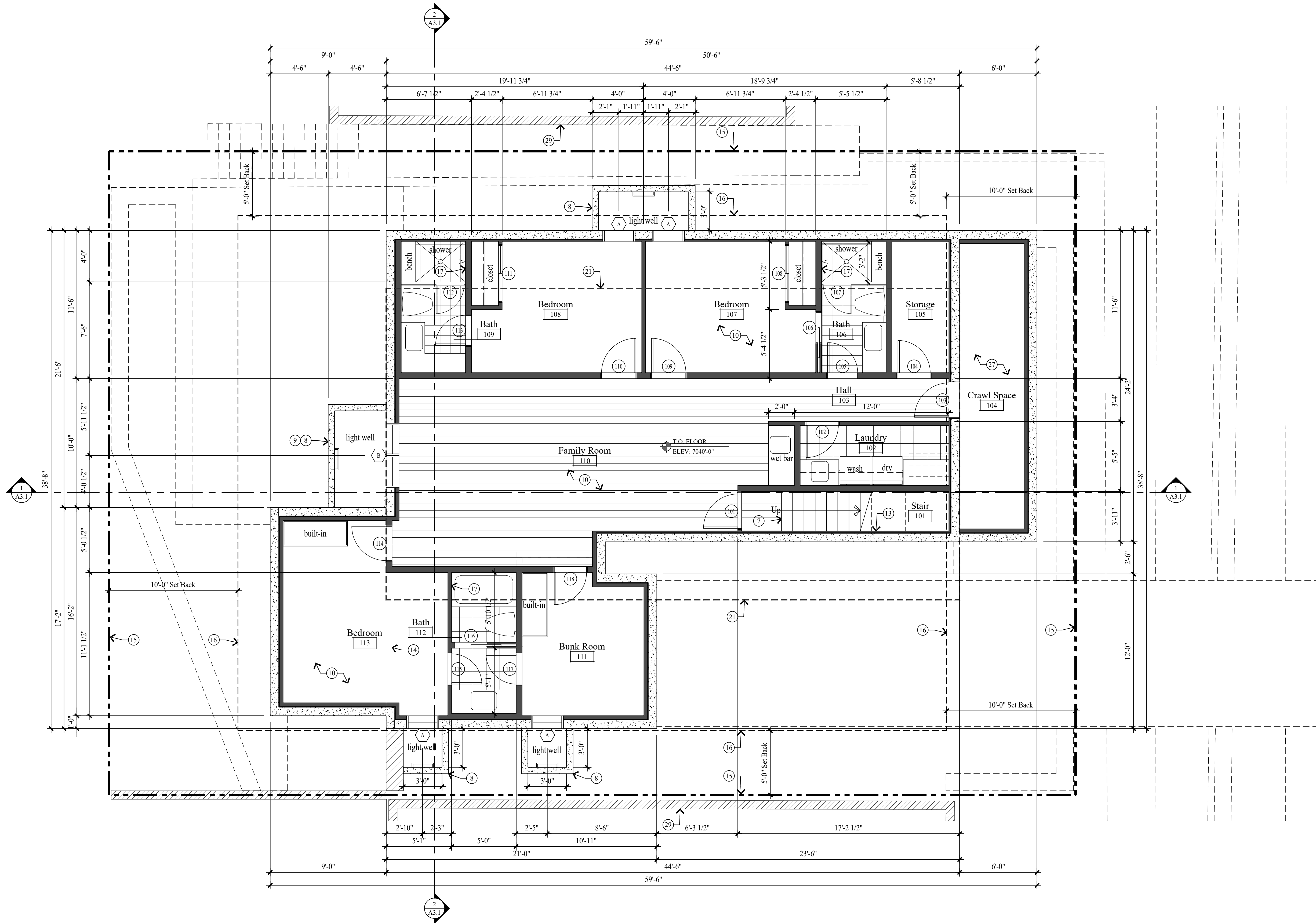
DATE:
JULY 12, 2022

PROJECT NUMBER:
2206-01

SHEET NUMBER:
A0.2

453

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



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

GENERAL NOTES

- EXISTING 2x FRAMED WALL
- NEW CONCRETE WALL
- NEW 2x FRAMED WALL
- (E) INDICATES EXISTING
- (N) INDICATES NEW
- 1. ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
- 2. EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP. ALL ROOF JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP.
- 3. FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTIFREEZE WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.
- 4. AIR LEAKAGE: THE BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH SECTIONS N1102.4.1 - N1102.4.4.
- 5. HOME HARDENING SHALL COMPLY WITH THE WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21, H 603.4

KEY NOTES

- 1 ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 2 COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- 3 GUTTERS AND DOWNSPOUTS TO TIE INTO EXISTING FRENCH DRAIN.
- 4 ROOF CRICKET/OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- 5 STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 6 36" HIGH RAILING: 2"x4 1/2" SHAPED HARDWOOD CONTINUOUS TOP CAP, TOP AND BOTTOM RAIL TO BE 1 1/2" x 2 1/2" TUBE STEEL. BOTTOM RAIL TO BE TURNED FLAT, W/ 1/2" STEEL BALLAST, VERTICAL, SPACED LESS THAN 4", 4"x4" WOOD END / MID POSTS.
- 7 FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- 8 CONCRETE WINDOW WELL W/ EGRESS LADDER.
- 9 ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 10 4" REINFORCED CONCRETE SLAB W/ HYDRAUNIC HEATING ON 2" RIGID INSULATION (CONTINUOUS) ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE CLEANED/GRADED.
- 11 1 1/2" GYPCRETE W/ HYDRAUNIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 12 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- 13 ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
- 14 DASHED LINES INDICATE WALL / BEAM ABOVE.
- 15 PROPERTY LINE.
- 16 SET BACK LINE.
- 17 TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT GYP. BACKER.
- 18 HEATILATOR "CRAVE 6048-C" DIRECT VENT FIREPLACE, FRAME ON 10" PLATFORM. SEALED GAS APPLIANCE APPROVED FOR SLEEPING AREAS. ANSI Z21.88-2019.
- 19 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 20 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 21 DASHED LINE INDICATES ORIGINAL LOCATION OF HOUSE.
- 22 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 23 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 24 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- 25 WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWUIC.
- 26 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- 27 CRAWL SPACE: 6 MIL POLYETHYLENE VAPOR RETARDER ON 4" GRAVEL BASE - CLEANED AND GRADED. SEE MECHANICAL NOTE 21 & 25 ON SHEET MEP.0.
- 28 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 29 EXISTING ADJACENT HOME.
- 30 GARAGE SLAB: 5" CONCRETE ON 16 GAUGE B-36 FORMLOCK METAL DECKING, SLOPED. SEE STRUCTURAL FOR REINFORCING AND DETAILS.
- 31 SNOW RETENTION BARS: S-5 X-GARD 2.0 OR EQUAL. - SEE SHEET A5.2.

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. 435-648-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

LOWER LEVEL PLAN

REVISIONS:

DATE:

JULY 12, 2022

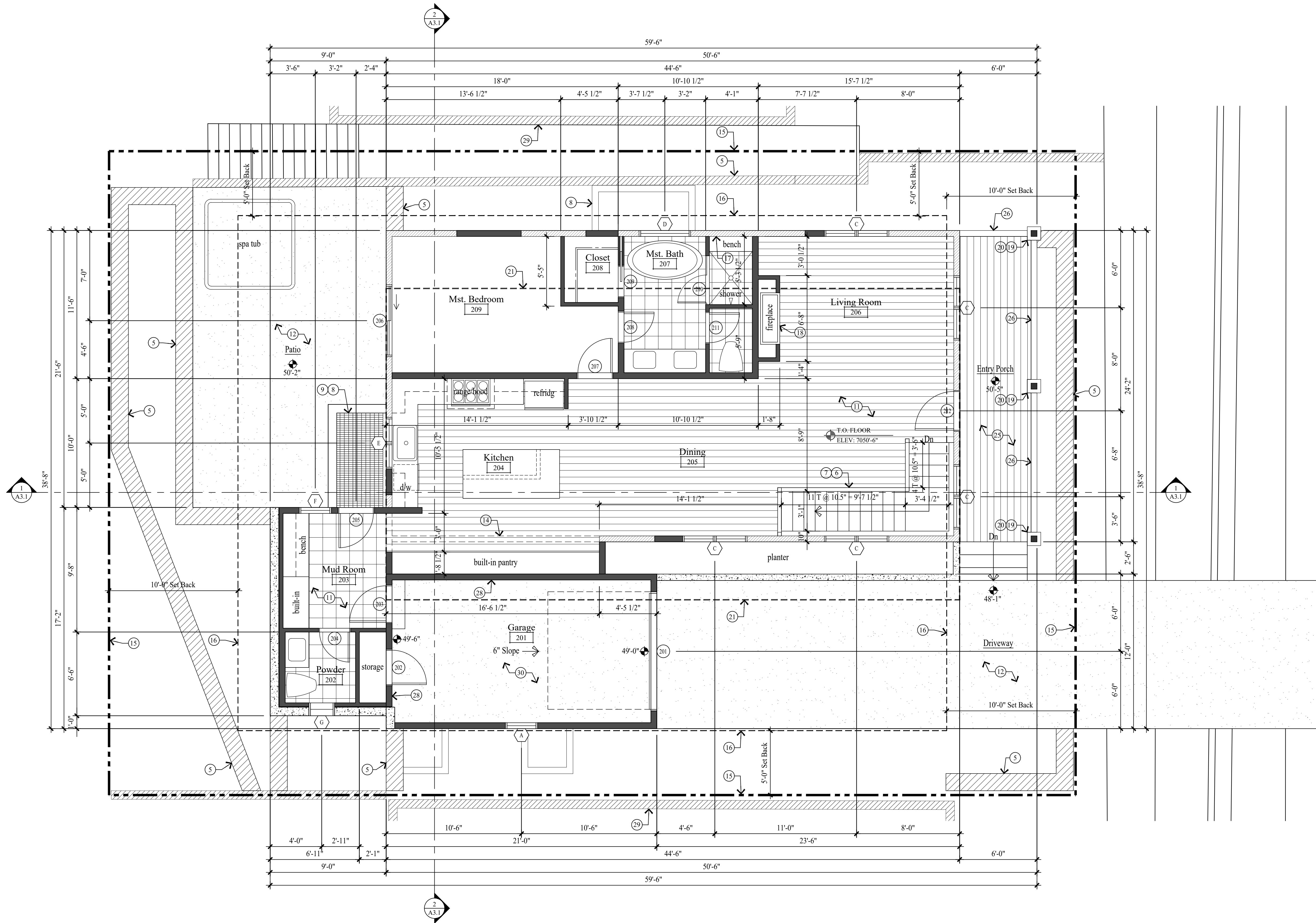
PROJECT NUMBER:

2206-01

SHEET NUMBER:

A1.1

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



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

GENERAL NOTES

- EXISTING 2x FRAMED WALL
NEW CONCRETE WALL
NEW 2x FRAMED WALL
(E) INDICATES EXISTING
(N) INDICATES NEW

1. ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

2. EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP. ALL ROOF JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP.

3. FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTIFREEZE WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.

4. AIR LEAKAGE: THE BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH SECTIONS N1102.4.1 - N1102.4.4.

5. HOME HARDENING SHALL COMPLY WITH THE WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21, H 603.4.

KEY NOTES

- 1 ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 2 COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- 3 GUTTERS AND DOWNSPOUTS TO TIE INTO EXISTING FRENCH DRAIN.
- 4 ROOF CRICKET/OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- 5 STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 6 36" HIGH RAILING: 2"x4 1/2" SHAPED HARDWOOD CONTINUOUS TOP CAP, TOP AND BOTTOM RAIL TO BE 1 1/2" x 2 1/2" TUBE STEEL. BOTTOM RAIL TO BE TURNED FLAT, W/ 1/2" STEEL BALLAST, VERTICAL, SPACED LESS THAN 4", 4"x4" WOOD END / MID POSTS.
- 7 FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- 8 CONCRETE WINDOW WELL W/ EGRESS LADDER.
- 9 ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 10 4" REINFORCED CONCRETE SLAB W/ HYDRAUNIC HEATING ON 2" RIGID INSULATION (CONTINUOUS) ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE CLEANED/GRADED.
- 11 1 1/2" GYPCRETE W/ HYDRAUNIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 12 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- 13 ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
- 14 DASHED LINES INDICATE WALL / BEAM ABOVE.
- 15 PROPERTY LINE.
- 16 SET BACK LINE.
- 17 TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT GYP. BACKER.
- 18 HEATILATOR "CRAVE 6048-C" DIRECT VENT FIREPLACE. FRAME ON 10" PLATFORM. SEALED GAS APPLIANCE APPROVED FOR SLEEPING AREAS. ANSI Z21.88-2019.
- 19 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 20 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 21 DASHED LINE INDICATES ORIGINAL LOCATION OF HOUSE.
- 22 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 23 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 24 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- 25 WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWUIC.
- 26 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- 27 CRAWL SPACE: 6 MIL POLYETHYLENE VAPOR RETARDER ON 4" GRAVEL BASE - CLEANED AND GRADED. SEE MECHANICAL NOTE 21 & 25 ON SHEET MEP.0.
- 28 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 29 EXISTING ADJACENT HOME.
- 30 GARAGE SLAB: 5" CONCRETE ON 16 GAUGE B-36 FORMLOCK METAL DECKING. SLOPED. SEE STRUCTURAL FOR REINFORCING AND DETAILS.
- 31 SNOW RETENTION BARS: S-5 X-GARD 2.0 OR EQUAL. - SEE SHEET A5.2.

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. 435-646-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW
569 PARK AVENUE, PARK CITY, UTAH 84060

MAIN LEVEL PLAN

SHEET DESCRIPTION:

REVISIONS:

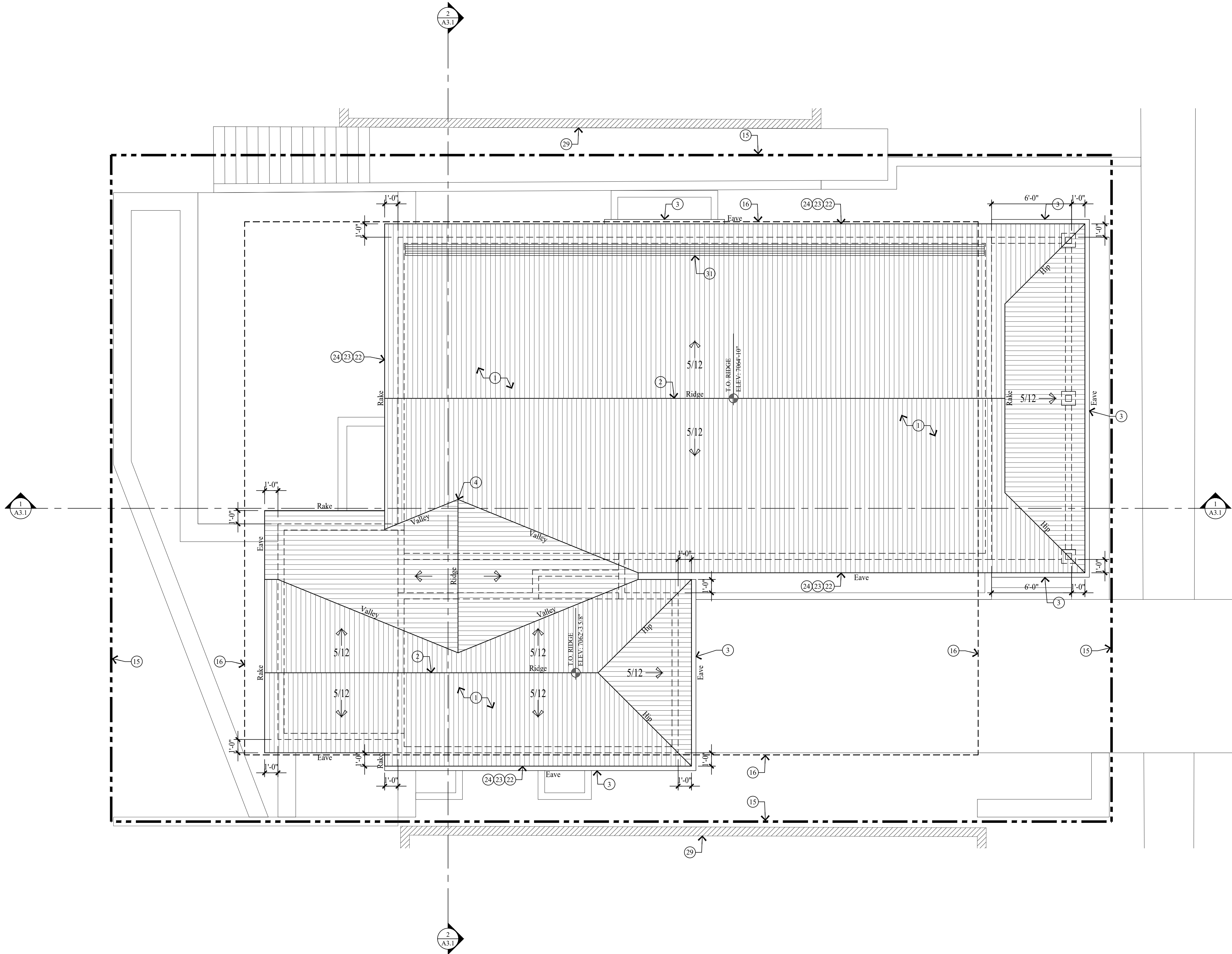
DATE:
JULY 12, 2022

PROJECT NUMBER:
2206-01

SHEET NUMBER:

A1.2

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



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

GENERAL NOTES

- EXISTING 2x FRAMED WALL
- NEW CONCRETE WALL
- NEW 2x FRAMED WALL
- (E) INDICATES EXISTING
- (N) INDICATES NEW

- ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.
- EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP. ALL INTERIOR WALLS TO BE 2x4 FRAMING, U.N.O. W/ BIB INSULATION R-15 - TYP. ALL INTERIOR PLUMBING AND BEARING WALLS TO BE 2x6 FRAMING, U.N.O. W/ BIB INSULATION R-23 - TYP. ALL FLOOR JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP. ALL ROOF JOIST TO BE 11 7/8" TJI FRAMING U.N.O. W/ BIB INSULATION R-39 - TYP.
- FIRE SPRINKLERS TO BE ON THE WARM SIDE OF THE BUILDING ENVELOPE. ANTIFREEZE WILL NO LONGER BE ALLOWED IN FIRE SPRINKLER SYSTEMS.
- AIR LEAKAGE: THE BUILDING THERMAL ENVELOPE SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE IN ACCORDANCE WITH SECTIONS N1102.4.1 - N1102.4.4.
- HOME HARDENING SHALL COMPLY WITH THE WILDLAND - URBAN INTERFACE CODE AS ADOPTED BY THE STATE OF UTAH AND AMENDED BY PARK CITY PER LMC 11-21, H 603.4

KEY NOTES

- ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- GUTTERS AND DOWNSPOUTS TO TIE INTO EXISTING FRENCH DRAIN.
- ROOF CRICKET/OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 36" HIGH RAILING: 2"x4 1/2" SHAPED HARDWOOD CONTINUOUS TOP CAP, TOP AND BOTTOM RAIL TO BE 1 1/2" x 2 1/2" TUBE STEEL. BOTTOM RAIL TO BE TURNED FLAT, W/ 1/2" STEEL BALLAST, VERTICAL, SPACED LESS THAN 4", 4"x4" WOOD END / MID POSTS.
- FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- CONCRETE WINDOW WELL W/ EGRESS LADDER.
- ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 4" REINFORCED CONCRETE SLAB W/ HYDRAUNIC HEATING ON 2" RIGID INSULATION (CONTINUOUS) ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE CLEANED/GRADED.
- 1 1/2" GYPCRETE W/ HYDRAUNIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
- DASHED LINES INDICATE WALL / BEAM ABOVE.
- PROPERTY LINE.
- SET BACK LINE.
- TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT GYP. BACKER.
- HEATILATOR "CRABE 6048-C" DIRECT VENT FIREPLACE. FRAME ON 10" PLATFORM. SEALED GAS APPLIANCE APPROVED FOR SLEEPING AREAS. ANSI Z21.88-2019.
- 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- DASHED LINE INDICATES ORIGINAL LOCATION OF HOUSE.
- 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWUIC.
- 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- CRAWL SPACE: 6 MIL POLYETHYLENE VAPOR RETARDER ON 4" GRAVEL BASE - CLEANED AND GRADED. SEE MECHANICAL NOTE 21 & 25 ON SHEET MEP.0.
- 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- EXISTING ADJACENT HOME.
- GARAGE SLAB: 5" CONCRETE ON 16 GAUGE B-36 FORMLOCK METAL DECKING. SLOPED. SEE STRUCTURAL FOR REINFORCING AND DETAILS.
- SNOW RETENTION BARS: S-5 X-GARD 2.0 OR EQUAL. - SEE SHEET A5.2.

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. 435-649-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

ROOF PLAN

SHEET DESCRIPTION:

REVISIONS:

DATE:

JULY 12, 2022

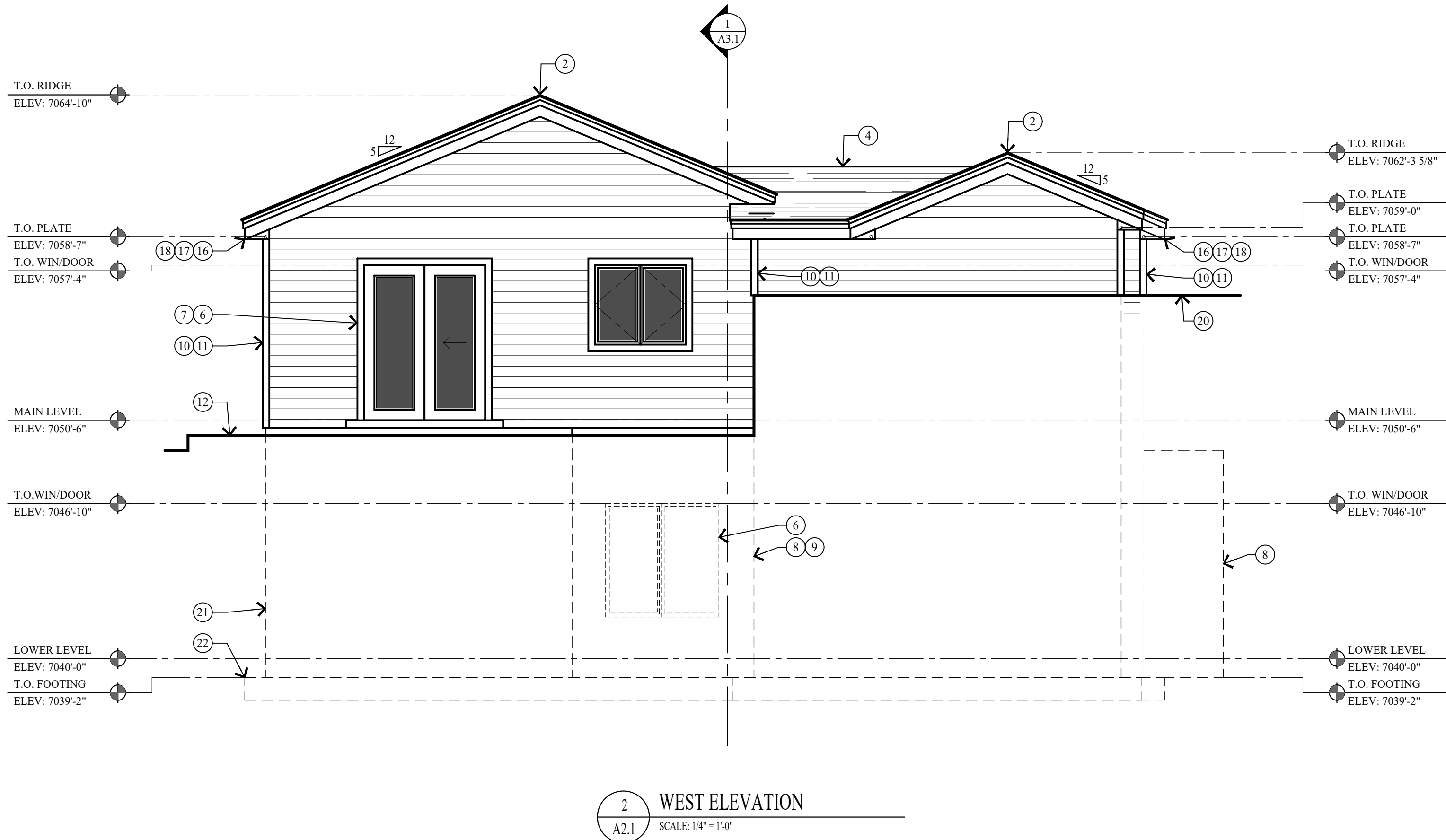
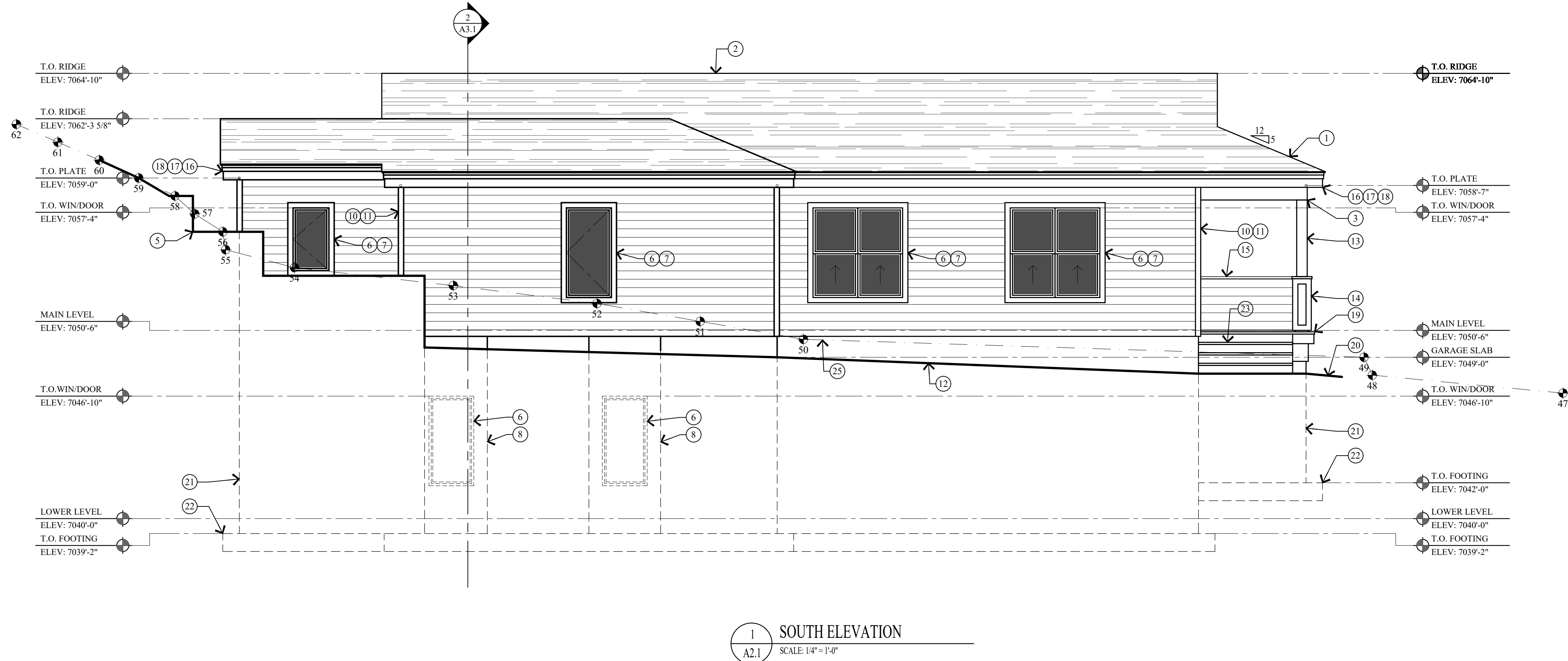
PROJECT NUMBER:

2206-01

SHEET NUMBER:

A1.3

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



KEY NOTES

- 1 ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 2 COMPOSITE RIDGE VENT; COBRA OR EQUAL. DRAWINGS FOR SIZE AND DETAILS.
- 3 STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
- 4 ROOF CRICKET OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- 5 STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 6 WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE.
- 7 WINDOW & DOOR TRIM: 2x4 HEAD, 2x4 JAMB, 2x4 SILL. PAINTED/STAINED W/ METAL FLASHING.
- 8 CONCRETE WINDOW WELL W/ EGRESS LADDER.
- 9 ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 10 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED
- 11 1x6 CEDAR HORIZONTAL LAP SIDING ON TYVEK HOMEWRAP ON 1/2" EXTERIOR SHEATHING ON 2x6 STUD WALL @ 16" O.C.
- 12 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- 13 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 14 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 15 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- 16 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 17 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 18 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- 19 WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWC.
- 20 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
- 21 FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 22 FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 23 FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- 24 LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.
- 25 EXISTING GRADE LINE.

PRODUCT DESCRIPTION:

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

SHEET DESCRIPTION:

SOUTH & WEST ELEVATIONS

REVISIONS:

DATE:

JULY 12, 2022

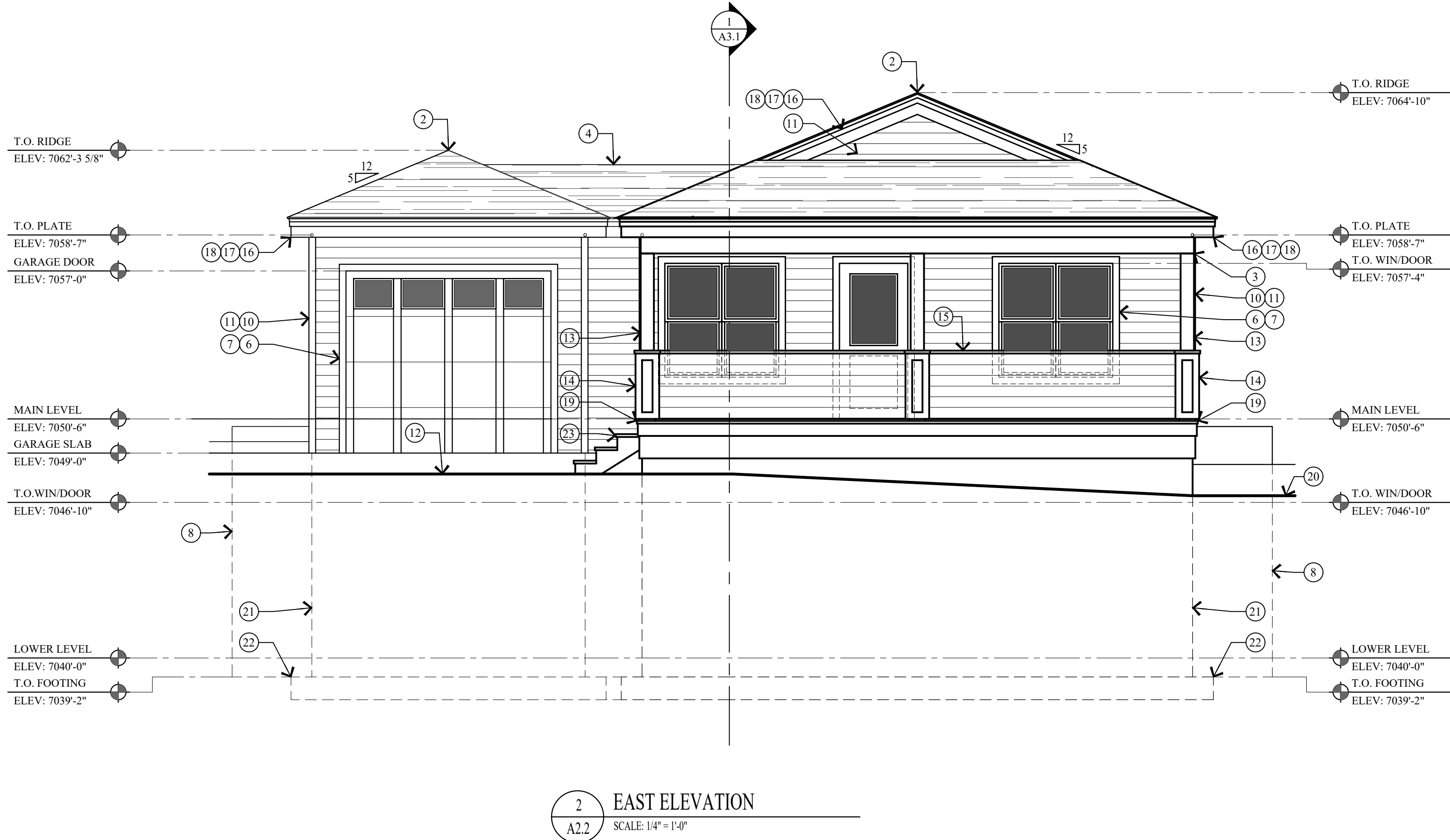
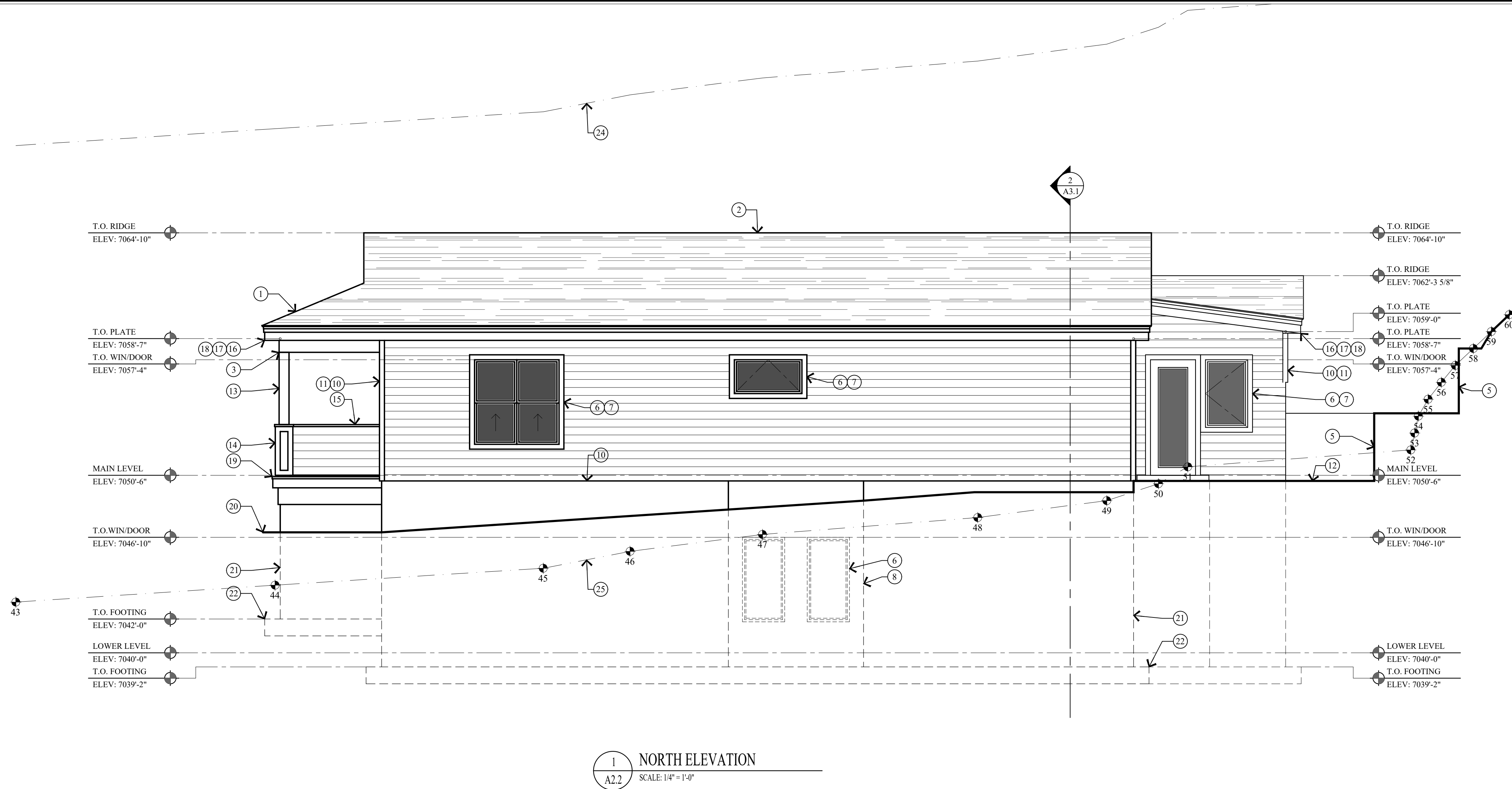
PROJECT NUMBER:

2206-01

SHEET NUMBER:

A2.1

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



KEY NOTES

- 1 ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 2 COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- 3 STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
- 4 ROOF CRICKET OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- 5 STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 6 WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE.
- 7 WINDOW & DOOR TRIM: 2x4 HEAD, 2x4 JAMB, 2x4 SILL. PAINTED/STAINED W/ METAL FLASHING.
- 8 CONCRETE WINDOW WELL W/ EGRESS LADDER.
- 9 ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 10 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 11 1x6 CEDAR HORIZONTAL LAP SIDING ON TYVEK HOMEWRAP ON 1/2" EXTERIOR SHEATHING ON 2x6 STUD WALL @ 16" O.C.
- 12 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- 13 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 14 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 15 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- 16 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 17 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 18 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- 19 WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWUIC.
- 20 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
- 21 FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 22 FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 23 FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- 24 LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.
- 25 EXISTING GRADE LINE.

PROJECT DESCRIPTION:

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW
569 PARK AVENUE, PARK CITY, UTAH 84060

SHEET DESCRIPTION:

NORTH & EAST ELEVATIONS

REVISIONS:

DATE:

JULY 12, 2022

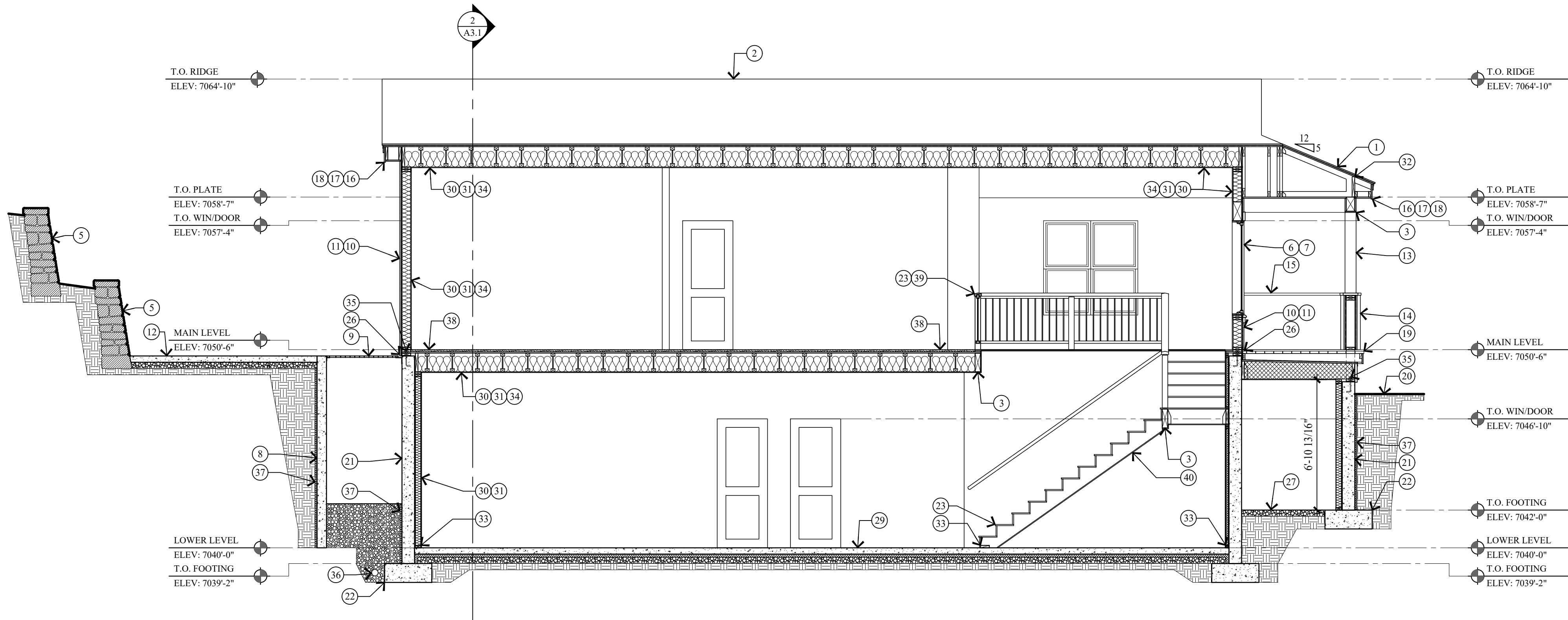
PROJECT NUMBER:

2206-01

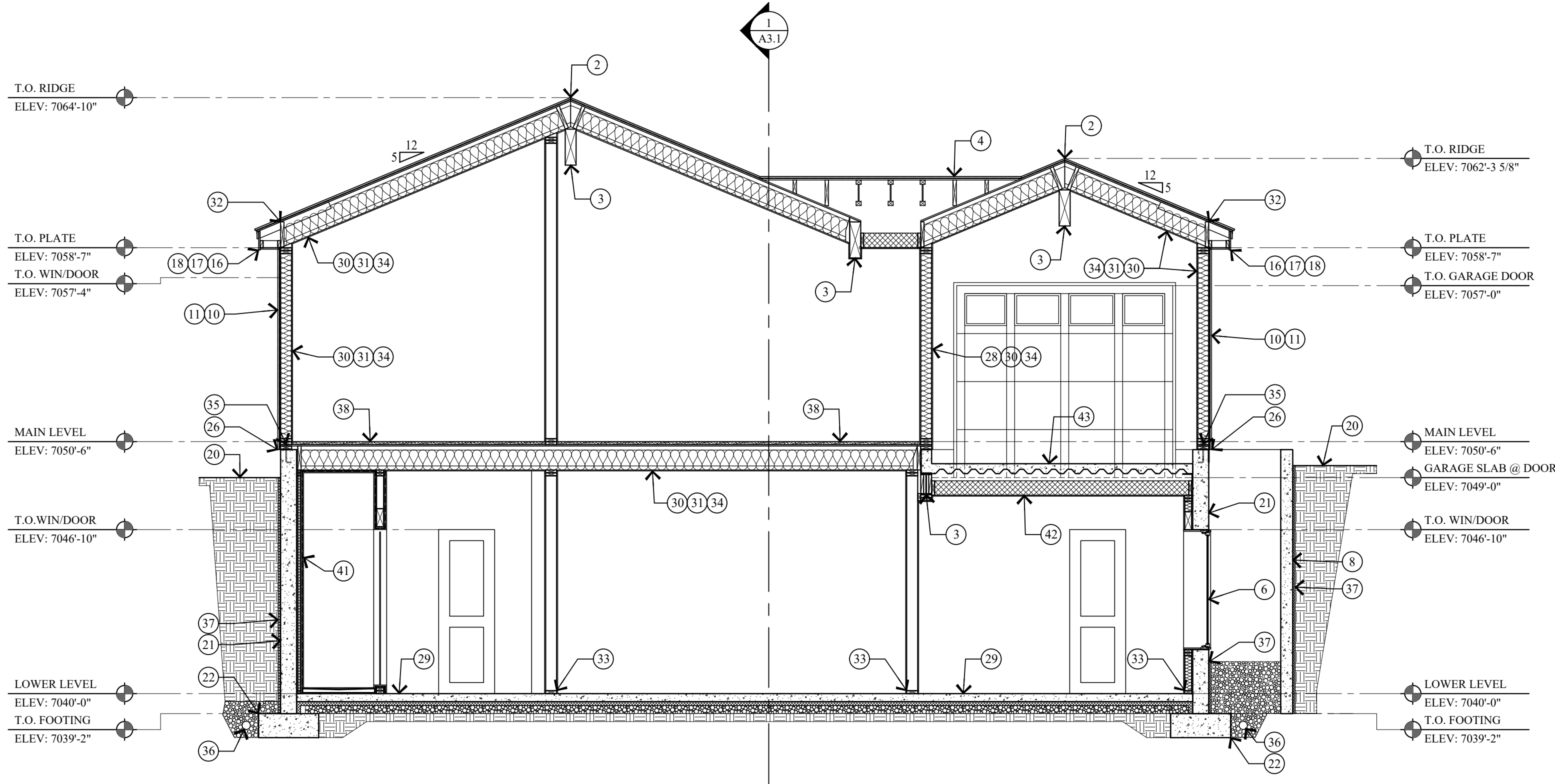
SHEET NUMBER:

A2.2

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



1 BUILDING SECTION
A3.1 SCALE: 1/4" = 1'-0"



2 BUILDING SECTION
A3.1 SCALE: 1/4" = 1'-0"

KEY NOTES

- 1 ARCHITECTURAL GRADE 40 YEAR ASPHALT SHINGLE ON ICE AND WATER MEMBRANE ON 5/8" EXTERIOR SHEATHING ON ROOF JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 2 COMPOSITE RIDGE VENT; COBRA OR EQUAL.
- 3 STRUCTURAL BEAM - SEE STRUCTURAL DRAWINGS FOR SIZE AND DETAILS.
- 4 ROOF CRICKET OVER-BUILD, CONTRACTOR TO FIELD VERIFY HEIGHT AND LOCATION.
- 5 STACKED STONE RETAINING WALL, NOT TO EXCEED 4'-0" HIGH.
- 6 WINDOWS AND DOORS W/ INSULATED GLASS - SEE SCHEDULE.
- 7 WINDOW & DOOR TRIM: 2x4 HEAD, 2x4 JAMB, 2x4 SILL. PAINTED/STAINED W/ METAL FLASHING.
- 8 CONCRETE WINDOW WELL W/ EGRESS LADDER.
- 9 ALUMINUM GRATE OVER CONCRETE WINDOW WELL TO BE HINGED FOR EGRESS ACCESS.
- 10 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 11 1x6 CEDAR HORIZONTAL LAP SIDING ON TYVEK HOMEWRAP ON 1/2" EXTERIOR SHEATHING ON 2x6 STUD WALL @ 16" O.C.
- 12 4" REINFORCED CONCRETE PATIO / DRIVEWAY ON 4" GRAVEL BASE.
- 13 4x4 COLUMN TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 14 36"x12"x12" PIER TO BE WRAPPED IN 1x CEDAR - PAINT/STAIN. MATCH ORIGINAL.
- 15 36" HIGH GUARD WALL - PAINT/STAIN. MATCH EXISTING.
- 16 1 1/2" x 3 1/2" CONTINUOUS METAL DRIP EDGE.
- 17 1x CEDAR SOFFIT, VENTED - PAINT/STAIN.
- 18 1x4 ON 1x10 BUILT-UP FASCIA - PAINT/STAIN.
- 19 WATERPROOF ENTRY PORCH: 2x6 TREX DECKING ON 2x TAPERED SLEEPERS SLOPED @ 2.0% ON REINFORCED EPDM ON 3/4" EXTERIOR PLYWOOD ON 2x12 TAPERED/RIPPED JOIST @ 12" O.C. ALL DECK FRAMING TO BE PPT AS WELL AS FIRE-RATED PER 2006 UWUIC.
- 20 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 6" WITHIN THE FIRST 10'. IRC R401.3
- 21 FOUNDATION - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 22 FOOTING - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 23 FOR TYPICAL STAIRWAY, HANDRAILING AND GUARDRAILING NOTES & DETAILS ON SEE SHEET A5.1.
- 24 LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.
- 25 EXISTING GRADE LINE.
- 26 FLASHING AND COUNTER FLASHING - TYPICAL.
- 27 CRAWL SPACE: 6 MIL POLYETHYLENE VAPOR RETARDER ON 4" GRAVEL BASE - CLEANED AND GRADED. SEE MECHANICAL NOTE 21 & 25 ON SHEET MEP-0.
- 28 5/8" TYPE "X" ON GARAGE CEILING AND WALL SEPARATING THE GARAGE AND LIVING SPACE.
- 29 4" REINFORCED CONCRETE SLAB W/ HYDRAUNIC HEATING ON 2" RIGID INSULATION (CONTINUOUS) ON 6 MIL POLYETHYLENE VAPOR RETARDER (JOINTS TO LAP 6" MIN.) ON 4" GRAVEL BASE CLEANED/GRADED.
- 30 INSULATION - SEE GENERAL NOTES #2 ON THE FLOOR PLANS SHEETS.
- 31 1/2" GYP. BD. ON 4 MIL POLYETHYLENE VAPOR RETARDER AT FLOOR JOIST, ROOF JOIST AND EXTERIOR WALLS.
- 32 SOLID BLOCKING AND HURRICANE HOLD DOWN AT EACH RAFTER OR SIMPSON VPA.
- 33 ALL LUMBER IN CONTACT WITH CONCRETE OR MASONRY INCLUDING LEDGERS AND FURRING WALLS MUST BE PRESERVATIVELY TREATED OR FOUNDATION GRADE REDWOOD.
- 34 FIRE BLOCK STUD SPACES AT SOFFIT, FLOOR AND CEILING JOIST LINES, AT 10 FT. VERTICALLY AND HORIZONTALLY, AND AT ANY OTHER LOCATIONS NOT SPECIFICALLY MENTIONED WHICH COULD AFFORD PASSAGE FOR FLAMES. - IRC R302.11
- 35 TREATED WOOD SILL PLATE W/ 1/2" ANCHOR BOLTS EMBEDDED 7" INTO CONCRETE. SPACED 32" O.C. U.N.O. ON PLANS. PLATE WASHERS SHALL 3"x3"x1/4" AND USED ON EACH BOLT. SEE STRUCTURAL SHEAR WALL SCHEDULE.
- 36 6" PERF. DRAIN PIPE WRAPPED IN FILTER FABRIC IN 18" OF FREE DRAINING GRAVEL TIED INTO GRAVEL SUMP. SEE SITE PLAN FOR SUMP LOCATION.
- 37 DRAINAGE MATT ON WATERPROOF MEMBRANE
- 38 1 1/2" GYPCRETE W/ HYDRAUNIC HEATING ON 3/4" PLYWOOD ON FLOOR JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 39 36" HIGH RAILING: 2"x4 1/2" SHAPED HARDWOOD CONTINUOUS TOP CAP. TOP AND BOTTOM RAIL TO BE 1 1/2" x 2 1/2" TUBE STEEL. BOTTOM RAIL TO BE TURNED FLAT. W/ 1/2" STEEL BALLAST. VERTICAL. SPACED LESS THAN 4", 4"x4" WOOD END/ MID POSTS.
- 40 ENCLOSED ACCESSIBLE SPACE UNDER STAIRS SHALL HAVE WALLS, UNDER-STAIR SURFACE AND ANY SOFFITS PROTECTED ON THE ENCLOSED SIDE WITH 1/2" GYPSUM BOARD.
- 41 TUBS AND SHOWERS WITH TILED WALLS REQUIRE A PORTLAND CEMENT APPLICATION, FIBER-CEMENT OR GLASS MAT GYP. BACKER.
- 42 FURRED DOWN CEILING @ COMPOSITE DECK W/ 2x8 JOIST @ 16" O.C. W/ 7" CLOSED CELL FOAM INSULATION R-49 - TYP.
- 43 GARAGE SLAB: 5" CONCRETE ON 16 GAUGE B-36 FORMLOCK METAL DECKING. SLOPED. SEE STRUCTURAL FOR REINFORCING AND DETAILS.

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. 435-649-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

PROJECT DESCRIPTION:

BUILDING SECTIONS

SHEET DESCRIPTION:

REVISIONS:

DATE:

JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

A3.1

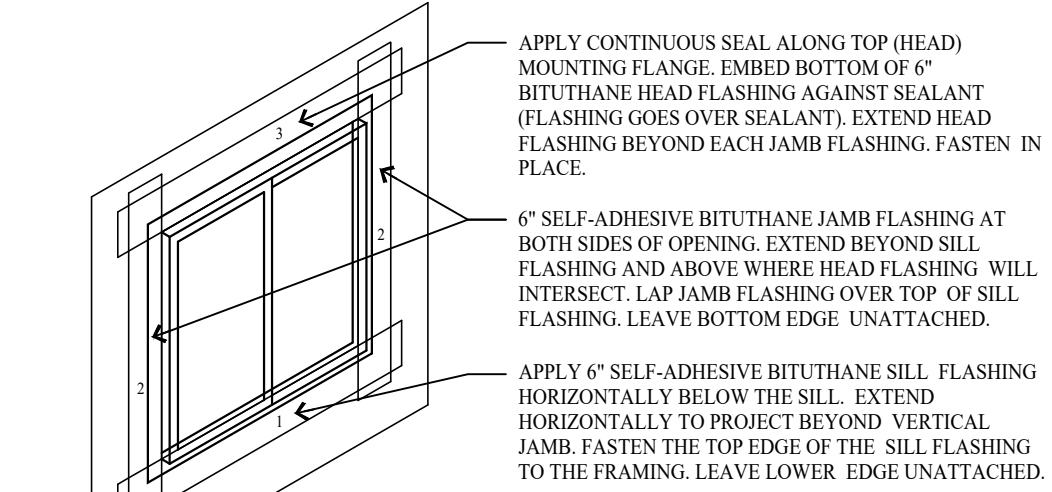
THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR REUSE OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL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

STAIRWAY HANDRAILING/GUARDRAILING NOTES:

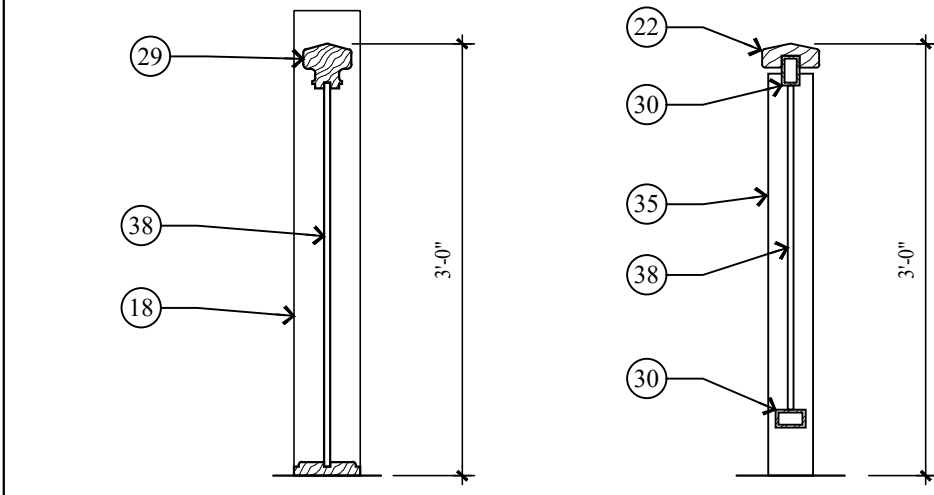
1. STAIRWAYS SHALL NOT BE LESS THAN 36 INCHES IN CLEAR WIDTH AT ALL POINTS ABOVE THE PERMITTED HANDRAIL HEIGHT AND BELOW THE REQUIRED HEADROOM HEIGHT. HANDRAILS SHALL NOT PROJECT MORE THAN 4.5 INCHES ON EITHER SIDE OF STAIRWAY AND THE MINIMUM CLEAR WIDTH OF THE STAIRWAY AT AND BELOW THE HANDRAIL HEIGHT, INCLUDING TREADS AND LANDINGS, SHALL NOT BE LESS THAN 31 ½ INCHES WHERE A HANDRAIL IS INSTALLED ON ONE SIDE AND 27 INCHES WHERE HANDRAILS ARE PROVIDED ON BOTH SIDES. -IRC R311.7.1
2. THE MINIMUM HEADROOM IN ALL PARTS OF THE STAIRWAY SHALL NOT BE LESS THAN 6 FEET 8 INCHES MEASURED VERTICALLY FROM THE SLOPED LINE ADJOINING THE TREAD NOSING OR FROM THE FLOOR SURFACE OF THE LANDING OR PLATFORM ON THAT PORTION OF THE STAIRWAY. -IRC R311.7.2
3. THE MAXIMUM RISER HEIGHT SHALL BE 7 ½ INCHES. THE RISER SHALL BE MEASURED VERTICALLY BETWEEN LEADING EDGES OF THE ADJACENT TREADS. THE GREATEST RISER HEIGHT WITHIN ANY FLIGHT OF STAIRS SHALL NOT EXCEED THE SMALLEST BY MORE THAN ¼ INCH. -IRC R311.7.4.1
4. THE MINIMUM TREAD DEPTH SHALL BE 10 INCHES. THE TREAD DEPTH SHALL BE MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREADS LEADING EDGE. THE GREATEST TREAD DEPTH WITHIN ANY FLIGHT OF STAIRS SHALL NOT EXCEED THE SMALLEST BY MORE THAN ½ INCH. CONSISTENTLY SHAPED WINDERS AT THE WALKLINE SHALL BE ALLOWED WITHIN THE SAME FLIGHT OF STAIRS AS RECTANGULAR TREADS AND DO NOT HAVE TO BE WITHIN ½ INCH OF THE RECTANGULAR TREAD DEPTH. WINDER TREADS SHALL HAVE MINIMUM TREAD DEPTH OF 10 INCHES MEASURED BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF ADJACENT TREADS AT THE INTERSECTIONS WITH THE WALKLINE. WINDER TREADS SHALL HAVE MINIMUM TREAD DEPTH OF 6 INCHES AT ANY POINT WITHIN THE CLEAR WIDTH OF STAIR. WITHIN ANY FLIGHT OF STAIRS, THE LARGEST WINDER TREAD DEPTH AT THE WALKLINE SHALL NOT EXCEED THE SMALLEST WINDER TREAD BY MORE THAN ½ INCH. -IRC R311.7.4.2
5. THE WIDTH OF EACH LANDING SHALL NOT BE LESS THAN THE WIDTH OF THE STAIRWAY SERVED. LANDINGS SHALL HAVE A MINIMUM DIMENSION OF 36 INCHES MEASURED IN THE DIRECTION OF TRAVEL. -IRC R311.7.5
6. HANDRAIL HEIGHT, MEASURED VERTICALLY FROM THE SLOPED PLANE ADJOINING THE TREAD NOSING, OR FINISH SURFACE OF THE RAMP SLOPE, SHALL BE NOT LESS THAN 34 INCHES AND NOT MORE THAN 38 INCHES. -IRC R311.7.7.1
7. HANDRAILS FOR STAIRWAYS SHALL BE CONTINUOUS FOR THE FULL LENGTH OF THE FLIGHT, FROM A POINT DIRECTLY ABOVE THE TOP RISER OF THE FLIGHT TO A POINT DIRECTLY ABOVE THE LOWEST RISER OF THE FLIGHT. HANDRAIL ENDS SHALL BE RETURNED OR SHALL TERMINATE IN NEWL POSTS OR SAFETY TERMINALS. HANDRAILS ADJACENT TO A WALL SHALL HAVE A SPACE OF NOT LESS THAN 1 ½ INCH BETWEEN THE WALL AND THE HANDRAILS.
EXCEPTIONS:
1. HANDRAILS SHALL BE PERMITTED TO BE INTERRUPTED BY A NEWL POST AT THE TURN.
2. THE USE OF A VOLUTE, TURNOUT, STARTING EASING OR STARTING NEWL SHALL BE ALLOWED OVER THE LOWEST TREAD. -IRC R311.7.7.2
8. ALL REQUIRED HANDRAILS SHALL BE OF ONE OF THE FOLLOWING TYPES OR PROVIDE EQUIVALENT GRASPABILITY.
TYPE I: HANDRAILS WITH CIRCULAR CROSS SECTION SHALL HAVE AN OUTSIDE DIAMETER OF 1 ½ INCHES AND NOT GREATER THAN 2 INCHES. IF THE HANDRAIL IS NOT CIRCULAR, IT SHALL HAVE A PERIMETER DIMENSION OF AT LEAST 4 INCHES AND NOT GREATER THAN 6 ½ INCHES WITH A MAXIMUM CROSS SECTION OF DIMENSION OF 2 ¼ INCHES. EDGES SHALL HAVE A MINIMUM RADIUS OF 0.01 INCH.
TYPE II: HANDRAILS WITH A PERIMETER GREATER THAN 6 ½ INCHES SHALL HAVE A GRASPABLE FINGER RECESS AREA ON BOTH SIDES OF THE PROFILE. THE FINGER RECESS SHALL BEGIN WITHIN A DISTANCE OF ½ INCH MEASURED VERTICALLY FROM THE TALLEST PORTION OF THE PROFILE AND ACHIEVE A DEPTH OF AT LEAST ½ INCH WITHIN ½ INCH BELOW THE WIDEST PORTION OF THE PROFILE. THE REQUIRED DEPTH SHALL CONTINUE FOR AT LEAST ½ INCH TO A LEVEL THAT IS NOT LESS THAN 1 ½ INCHES BELOW THE TALLEST PORTION OF THE PROFILE. THE MINIMUM WIDTH OF THE HANDRAIL ABOVE THE RECESS SHALL BE 1 ½ INCHES TO MAXIMUM OF 2 ¼ INCHES. EDGES SHALL HAVE A MINIMUM RADIUS OF 0.10 INCH. -IRC R311.7.7.3
9. GUARDS SHALL BE LOCATED ALONG OPEN-SIDED WALKING SURFACES, INCLUDING STAIRS, RAMPS AND LANDINGS, THAT ARE LOCATED MORE THAN 30 INCHES MEASURED VERTICALLY TO THE FLOOR OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY TO THE EDGE OF THE OPEN SIDE. -IRC R312.1
10. GUARDS SHALL NOT BE LESS THAN 36 INCHES HIGH MEASURED VERTICALLY ABOVE THE ADJACENT WALKING SURFACE, ADJACENT FIXED SEATING OR THE LINE CONNECTING THE LEADING EDGES OF THE TREADS. -IRC R312.2
11. GUARDS SHALL NOT HAVE OPENINGS FROM THE WALKING SURFACE TO THE REQUIRED GUARD HEIGHT WHICH ALLOW PASSAGE OF A SPHERE 4 INCHES IN DIAMETER. -IRC R312.3
12. STAIR TREAD NOSING: THE RADIUS OF CURVATURE AT THE LEADING EDGE OF THE TREAD SHALL BE NO GREATER THAN 9/16 INCH. A NOSING NOT LESS THAN ¾ INCH BUT NOT MORE THAN 1 ¼ INCHES SHALL BE PROVIDED ON STAIRWAYS WITH SOLID RISERS. THE GREATEST NOSING PROJECTION SHALL NOT EXCEED THE SMALLEST NOSING PROJECTION BY MORE THAN 3/8 INCH BETWEEN TWO STORIES, INCLUDING THE NOSING AT THE LEVEL OF FLOORS AND LANDINGS. BEVELING OF NOSING SHALL NOT EXCEED ¼ INCH. RISERS SHALL BE VERTICAL OR SLOPED FROM THE UNDERSIDE OF THE LEADING EDGE OF THE TREAD ABOVE AT AN ANGLE NOT MORE THAN 30 DEGREES (0.51 RAD) FROM THE VERTICAL. OPEN RISERS ARE PERMITTED, PROVIDED THAT THE OPENING BETWEEN TREADS DOES NOT PERMIT THE PASSAGE OF A 4 INCH DIAMETER SPHERE. (UTAH STATE AMENDMENT) EXCEPTIONS:
A. A NOSING IS NOT REQUIRED WHERE THE TREAD DEPTH IS A MINIMUM OF 10 INCHES.
B. THE OPENING BETWEEN ADJACENT TREADS IS NOT LIMITED ON STAIRS WITH A TOTAL RISE OF 30 INCHES OR LESS. NOTE: THIS MEANS THAT CONCRETE STAIRS, WITHOUT NOSINGS, MUST HAVE A TREAD DEPTH OF 10 INCHES

TYVEK VAPOR/AIR BARRIER INSTALLATION:

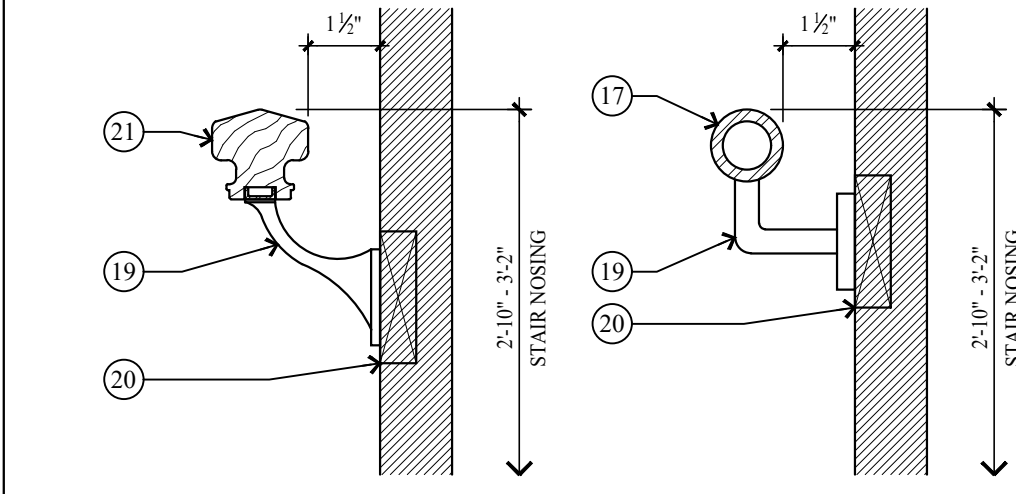
1. INSTALL AIR BARRIER AFTER SHEATHING IS INSTALLED AND BEFORE WINDOWS AND DOORS ARE INSTALLED. INSTALL LOWER LEVEL BARRIER PRIOR TO UPPER LAYERS TO ENSURE PROPER SHINGLING OF LAYERS.
2. OVERLAP AIR BARRIER AT CORNERS OF BUILDING BY A MINIMUM OF 12 INCHES.
3. OVERLAP AIR BARRIER VERTICAL SEAMS BY A MINIMUM OF 6 INCHES.
4. ENSURE BARRIER IS PLUM AND LEVEL WITH FOUNDATION, AND UNROLL EXTENDING AIR BARRIER OVER WINDOW AND DOOR OPENINGS.
5. ATTACH AIR BARRIER TO WOOD, INSULATED SHEATHING BOARD OR EXTERIOR GYPSUM WITH PLASTIC CAP NAILS EVERY 12" TO 18" ON VERTICAL STUD LINE WITH WOOD STUD FRAMING, AND SCREWS WITH WASHERS TO METAL STUD FRAMING. WHEN ATTACHING TO WOOD SHEATHING, A MINIMUM 1.0 INCH CROWN STAPLE MAY BE USED WHEN ATTACHING TO MASONRY, USE ADHESIVE RECOMMENDED BY MANUFACTURER.
6. PREPARE WINDOW AND DOOR ROUGH OPENINGS AS FOLLOWS:
A. PREPARE EACH WINDOW ROUGH OPENING BY CUTTING A MODIFIED "I" PATTERN IN THE AIR BARRIER.
1. HORIZONTALLY CUT AIR BARRIER ALONG BOTTOM OF HEADER.
2. VERTICALLY CUT AIR BARRIER DOWN THE CENTER OF WINDOW OPENINGS FROM THE TOP OF THE WINDOW OPENING DOWN TO 2/3 OF THE WAY TO THE BOTTOM OF THE WINDOW OPENINGS.
3. DIAGONALLY CUT AIR BARRIER FROM THE BOTTOM OF THE VERTICAL CUT TO THE LEFT AND RIGHT CORNERS OF OPENING.
4. FOLD SIDE AND BOTTOM FLAPS INTO WINDOW OPENING AND FASTEN EVERY 6 INCHES. TRIM OFF EXCESS.
8. PREPARE EACH ROUGH DOOR OPENING BY CUTTING A STANDARD "I" PATTERN IN THE AIR BARRIER.
1. HORIZONTALLY CUT AIR BARRIER ALONG BOTTOM OF DOOR FRAME HEADER AND ALONG TOP OF SILL.
2. VERTICALLY CUT AIR BARRIER DOWN THE CENTER OF DOOR OPENINGS FROM THE TOP OF THE DOOR OPENING (HEADER) DOWN TO THE BOTTOM OF THE DOOR OPENING (SILL).
3. FOLD SIDE FLAPS INSIDE AROUND DOOR OPENINGS AND FASTEN EVERY 6 INCHES. TRIM OFF EXCESS.
7. TAPE ALL HORIZONTAL AND VERTICAL SEAM OF AIR BARRIER WITH DUPONT TYVEK TAPE.
8. SEAL ALL TEARS AND CUTS IN AIR BARRIER WITH DUPONT TYVEK TAPE.



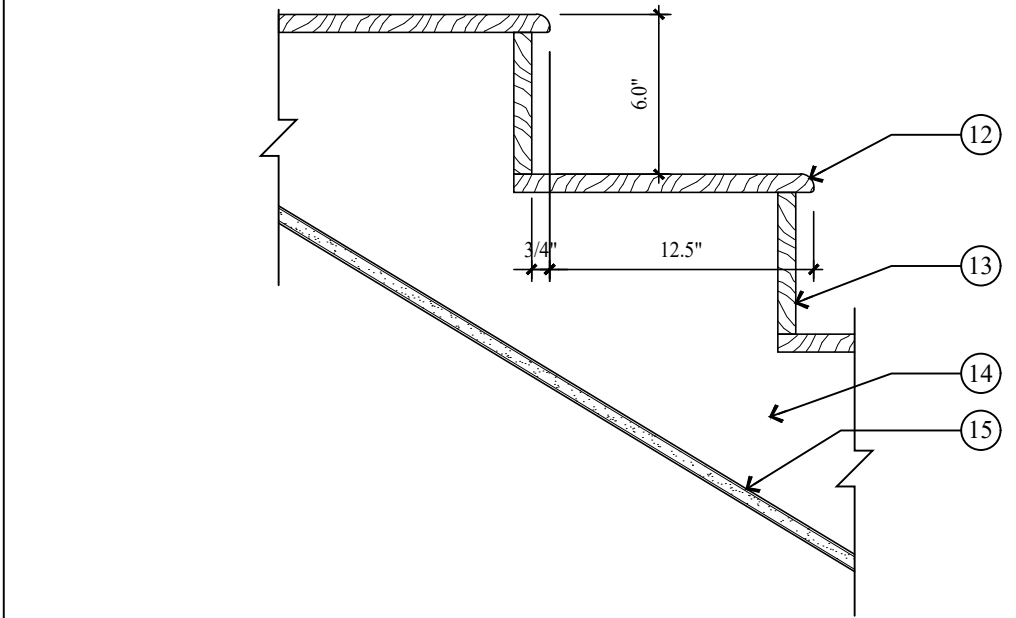
11 VAPOR BARRIER SILL, JAMB AND HEAD FLASHING
A5.1 NO SCALE



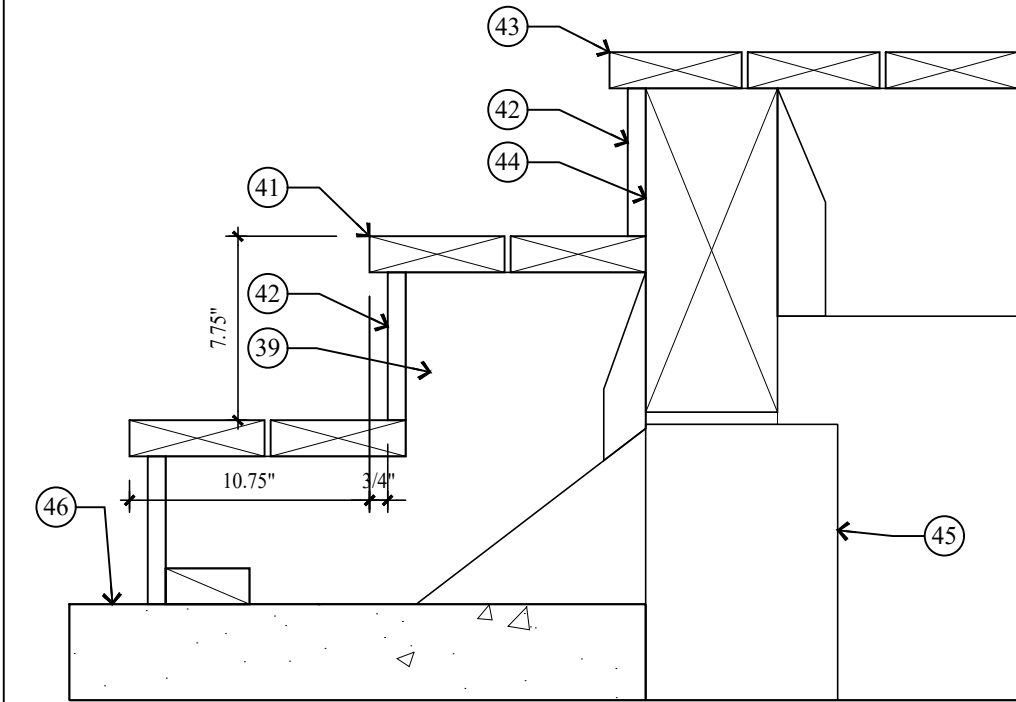
6 TYPICAL HANDRAIL/GUARDRAIL DETAILS
A5.1 SCALE: 3/4" = 1'-0"



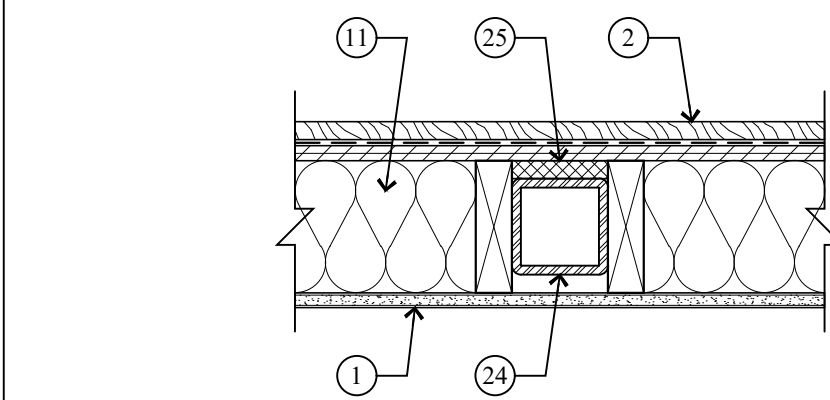
7 TYPICAL HANDRAIL DETAIL
A5.1 NO SCALE



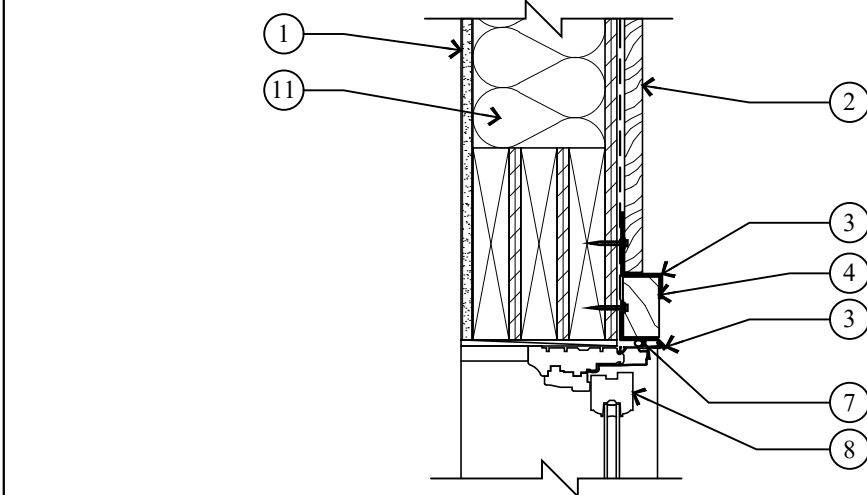
8 TYP. STAIR TREAD/RISER DETAIL
A5.1 SCALE: 1 1/2" = 1'-0"



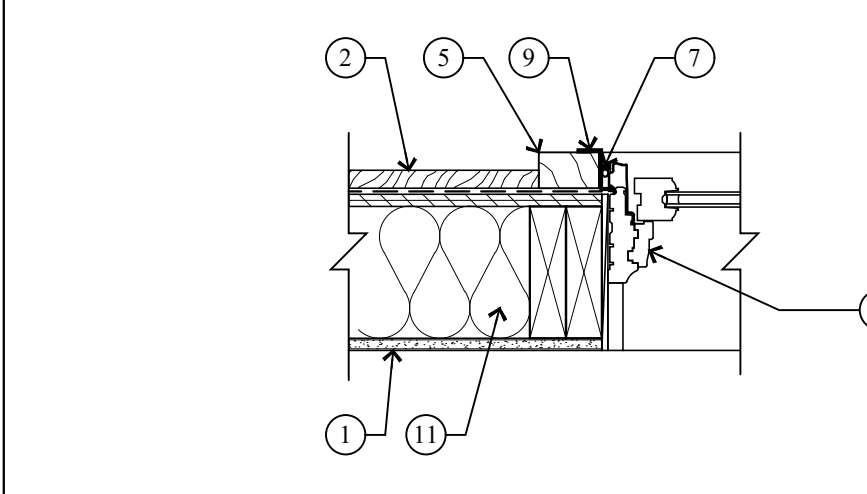
9 TYP. STAIR TREAD/RISER DETAIL
A5.1 SCALE: 1 1/2" = 1'-0"



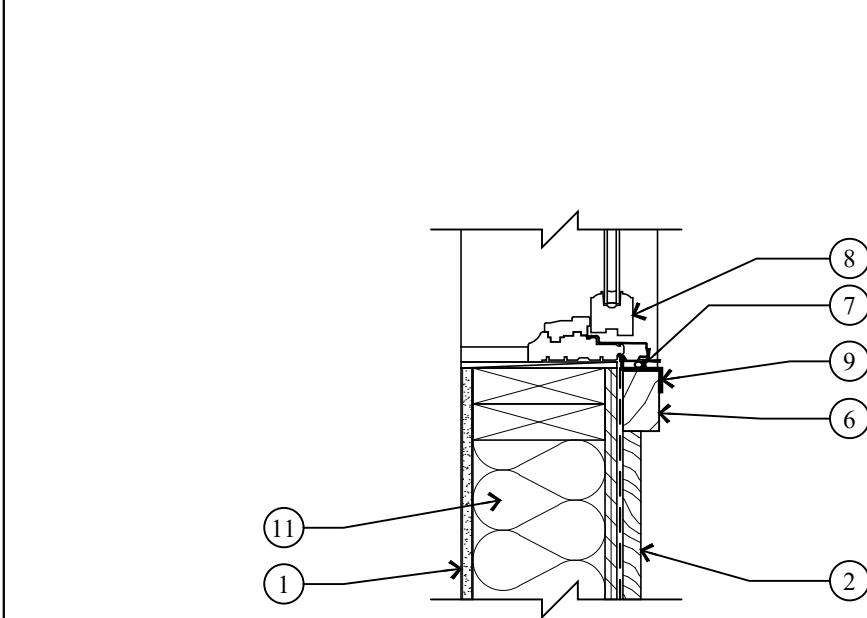
10 THERMAL BREAK DETAIL @ TUBE STEEL COLUMN
A5.1 SCALE: 1 1/2" = 1'-0"



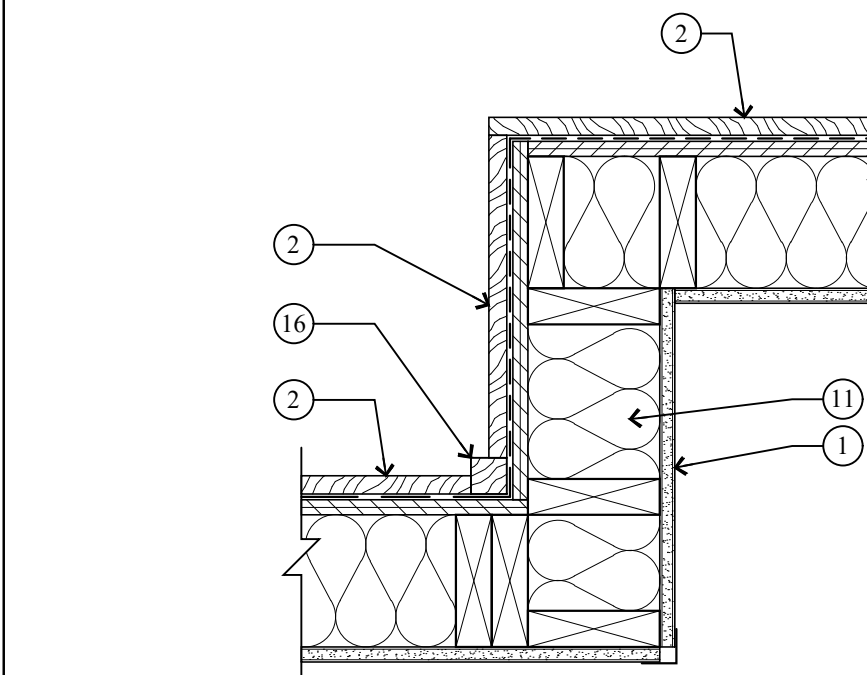
1 HEAD DETAIL
A5.1 SCALE: 1 1/2" = 1'-0"



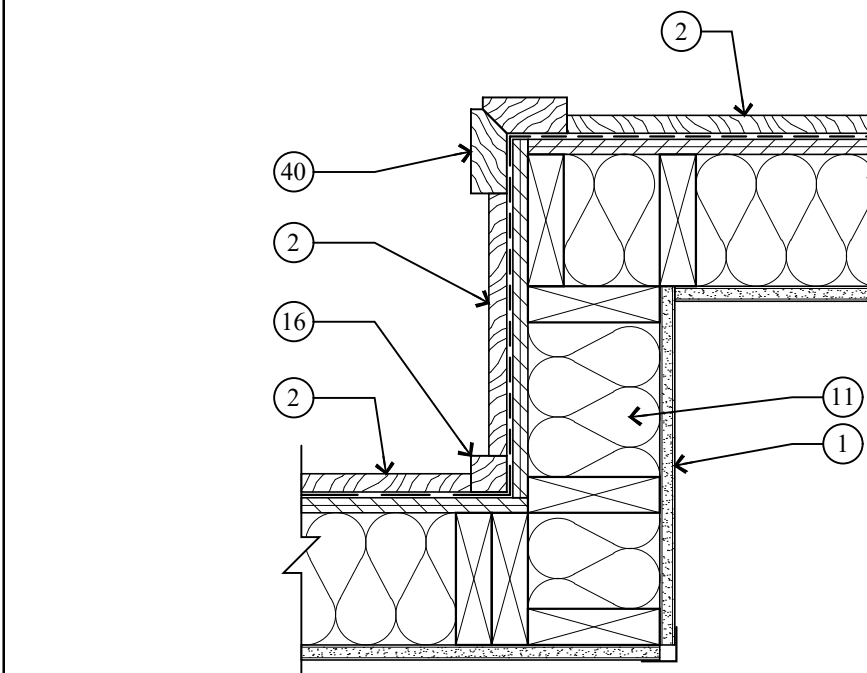
2 JAMB DETAIL
A5.1 SCALE: 1 1/2" = 1'-0"



3 SILL DETAIL
A5.1 SCALE: 1 1/2" = 1'-0"



4 INSIDE / OUSIDE CORNER TRIM @ VERTICAL SIDING
A5.1 SCALE: 1 1/2" = 1'-0"



5 INSIDE / OUSIDE CORNER TRIM @ HORIZONTAL SIDING
A5.1 SCALE: 1 1/2" = 1'-0"

KEY NOTES

- 1 1/2" GYPSUM BOARD ON 2x6 STUDS @ 16" O.C.
- 2 EXTERIOR SIDING ON AIR/VAPOR BARRIER ON 1/2" EXT. SHEATHING. SEE ELEVATIONS FOR SIDING TYPE.
- 3 HEAD FLASHING/TRIM.
- 4 2x3 WINDOW/DOOR HEAD - STAINED
- 5 2x3 WINDOW/DOOR JAMB - STAINED
- 6 2x3 WINDOW SILL - STAINED
- 7 BACKER ROD AND CAULK.
- 8 WOOD ALUMINUM CLAD WINDOW W/ INSULATED GLASS - SEE SCHEDULE.
- 9 METAL FLASHING.
- 10 BEVELED 2x3 ON 2x12 CEDAR TRIM BOARD W/ METAL FLASHING.
- 11 EXTERIOR WALLS TO BE 2x6 FRAMING W/ BIB INSULATION R-23 - TYP.
- 12 3/4" HARDWOOD TREAD. SEE STAIR NOTES.
- 13 3/4" HARDWOOD CLOSED RISER. SEE STAIR NOTES.
- 14 2x12 STRINGERS.
- 15 1/2" GYPSUM BOARD.
- 16 2x2 CEDAR INSIDE CORNER BOARD - STAINED
- 17 1 1/2" DIA. STEEL PIPE - PAINTED.
- 18 6x6 HARDWOOD END POST.
- 19 HANDRAIL BRACKET.
- 20 SOLID BACKING - TYP..
- 21 HARDWOOD STANDARD MILL SHAPE HANDRAIL - STAINED.
- 22 36" HIGH HAND RAIL TO BE 2"x4 1/2" SHAPE HARDWOOD, CONTINUOUS.
- 23 5/32" DIA. STAINLESS STEEL CABLE, 316 STAINLESS STEEL, W/ HIGH CORRSION RESISTANCE PROPERTIES, HORIZONTAL, SPACED LESS THAN 4".
- 24 TUBE STEEL COLUMN - SEE STRUCTURAL.
- 25 3/4" RIGID INSULATION.
- 26 12" STEEL CHANNEL STRINGER.
- 27 3 1/8 x12 GLB TREAD.
- 28 2"x2"x2" STEEL ANGLE W/ 2- ¼ DIA. x3" LAG BOLTS.
- 29 36" HIGH HAND RAIL TO BE 2" x 5" SHAPE HARDWOOD, CONTINUOUS.
- 30 TOP AND BOTTOM RAIL TO BE 1 ½" x 2 ½" TUBE STEEL. BOTTOM RAIL TO BE TURNED FLAT.
- 31 REINFORCED CONCRETE STAIRS.
- 32 B-DECK WELDED TO BOTTOM OF 2" x12" TUBE STEEL STRINGERS.
- 33 2"x12" TUBE STEEL STRINGERS.
- 34 (3) TOP AND BOTTOM RAIL TO BE 1 ½" x 3" TUBE STEEL.
- 35 4"x4" HARDWOOD END POST AND MID POST.
- 36 TOP RAIL ON 2x3 W/ 2x2 BALLAST SPACED LESS THAN 4" W/ 2x6 BOTTOM RAIL.
- 37 3/8" DIA. STEEL HORIZONTAL CABLE, SPACED LESS THAN 4".
- 38 1/2" DIA. STEEL BALLAST, VERTICAL, SPACED LESS THAN 4".
- 39 2x12 PRESSURE TREATED STRINGERS.
- 40 2x4 CEDAR OUTSIDE CORNER BOARD - STAINED.
- 41 TREAD TO BE 2x6 TREX OR EQUAL.
- 42 RISERS TO BE 1x6 TREX OR EQUAL.
- 43 DECKING TO BE 2x6 TREX OR EQUAL ON 2x10 P.T. JOIST @ 16" O.C. - SEE STRUCTURAL FOR DETAILS.
- 44 DECK BEAM - SEE STRUCTURAL FOR DETAILS.
- 45 8" CONCRETE PIER - SEE STRUCTURAL FOR DETAILS.
- 46 4" REINFORCED CONCRETE WALKWAY / DRIVEWAY / CAR PORT / GARAGE ON 4" GRAVEL BASE.

PRODUCT DESCRIPTION:

SHEET DESCRIPTION:

REVISIONS:

DATE:

JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

A5.1

Jonathan DeGray
Architect

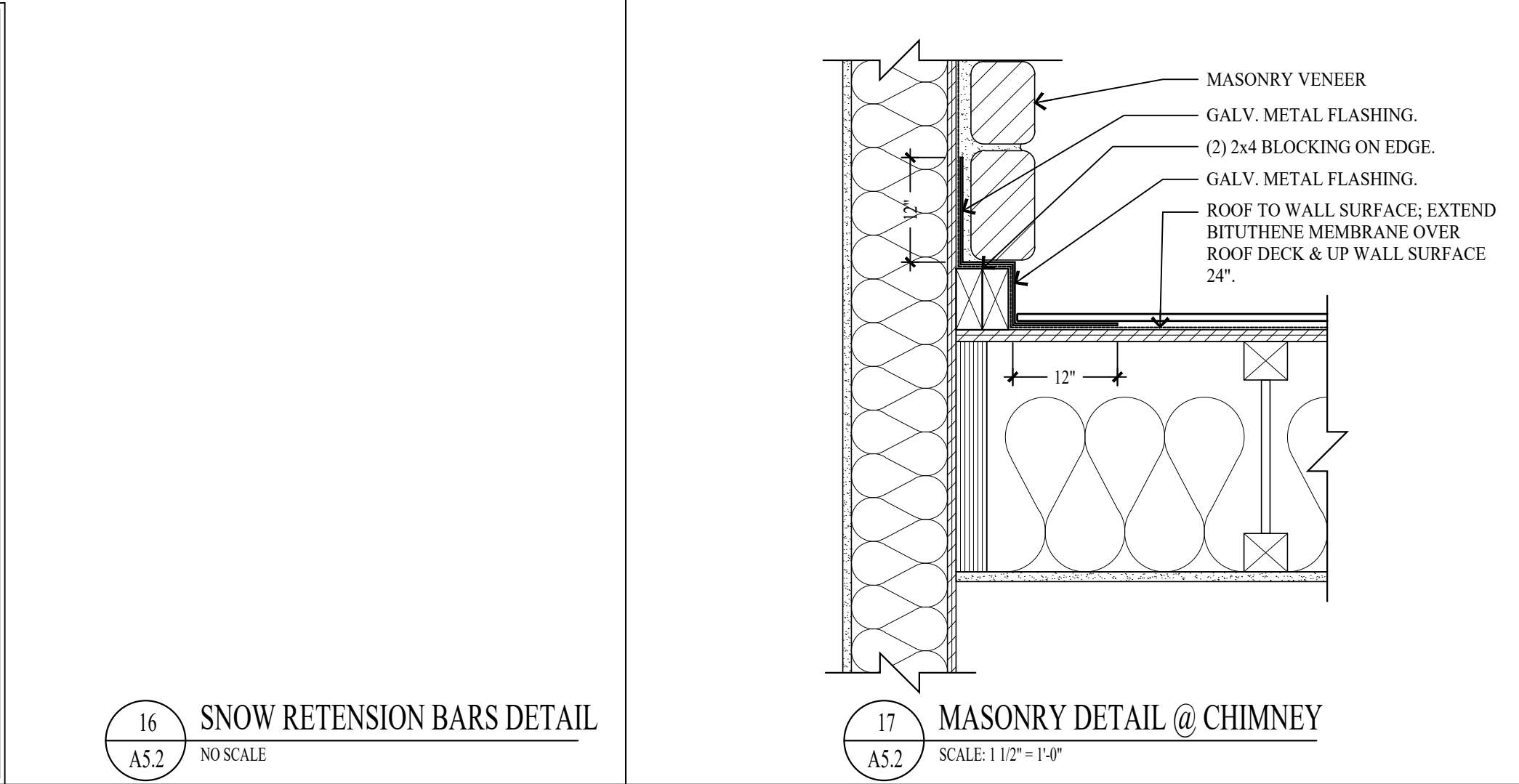
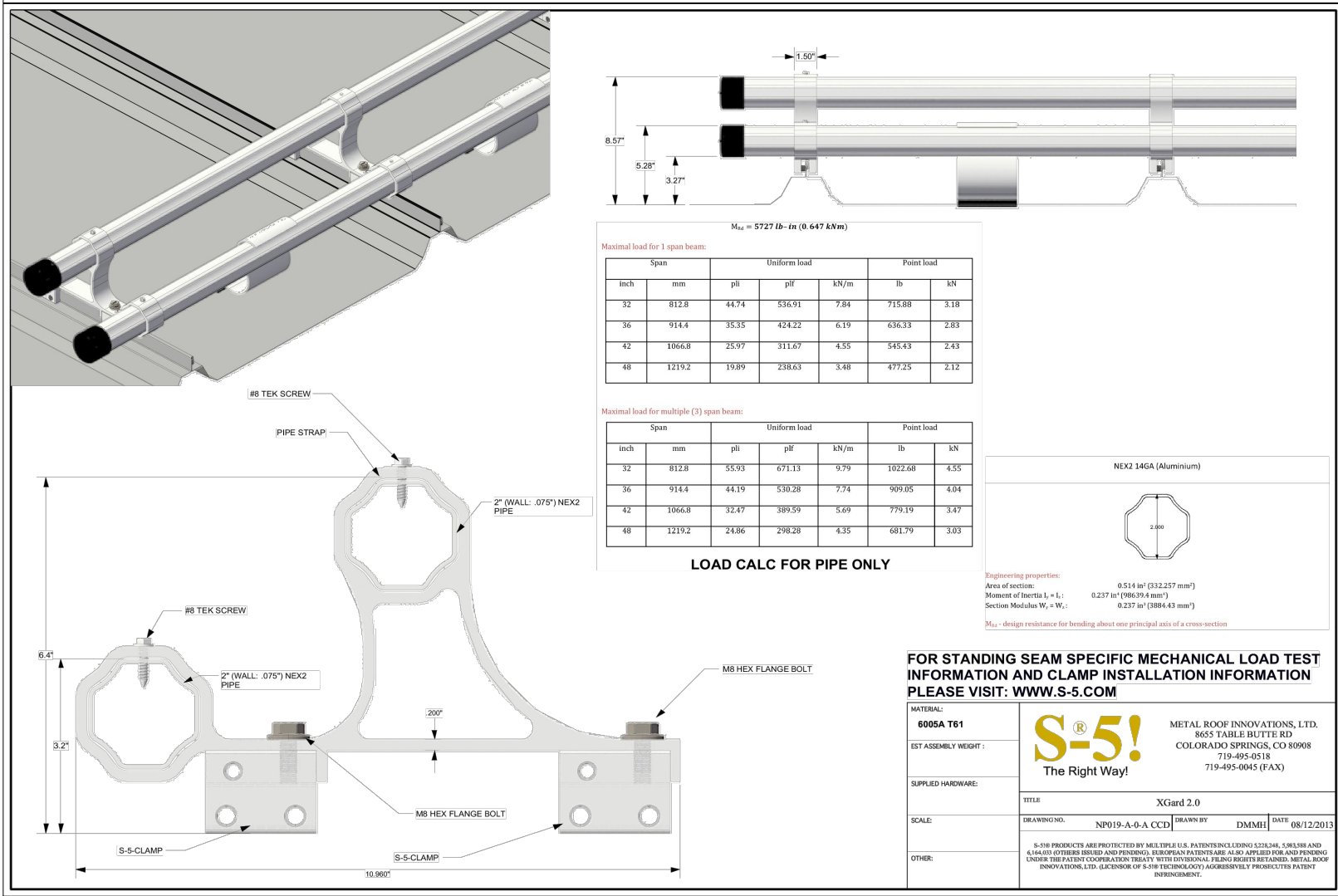
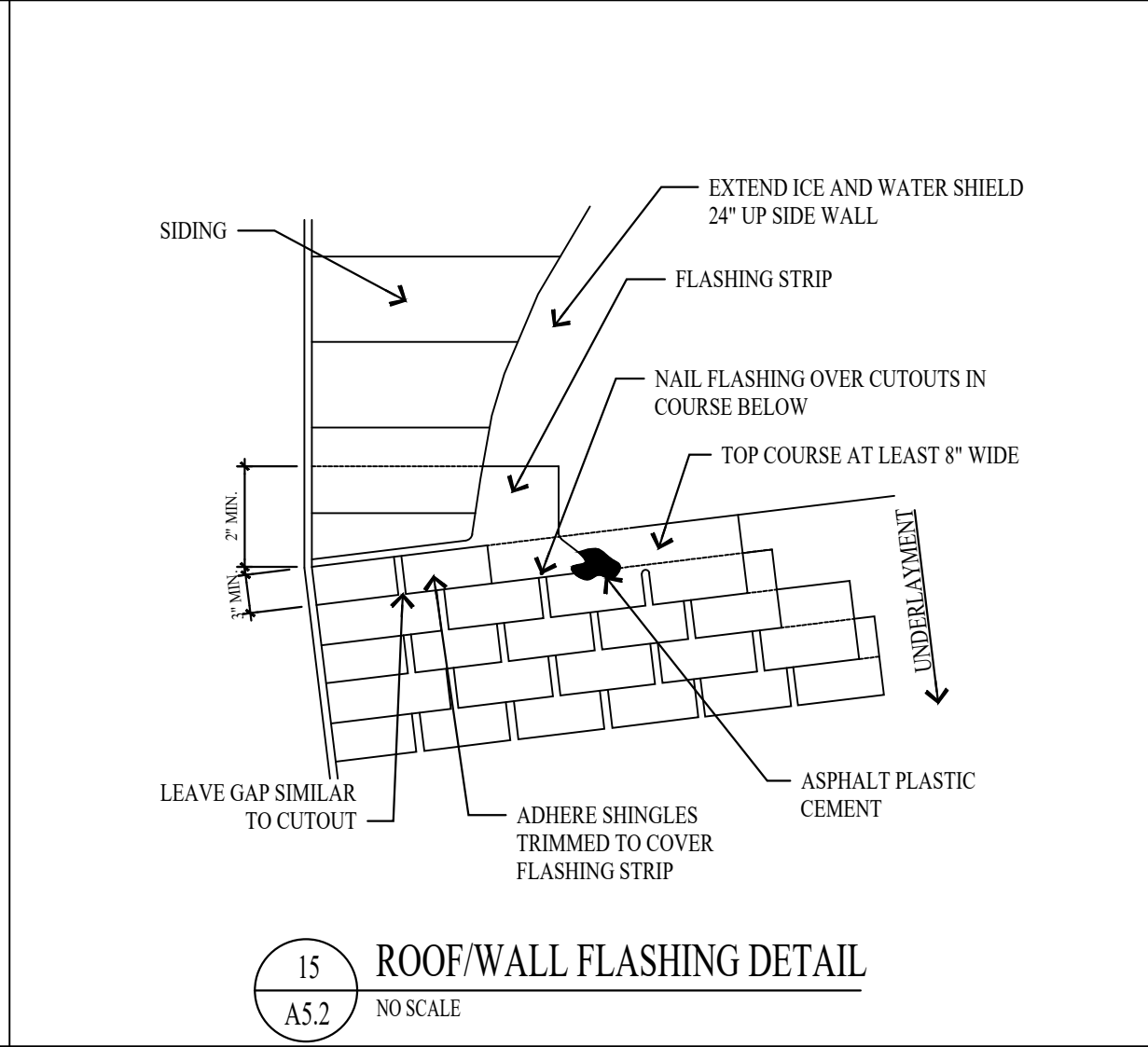
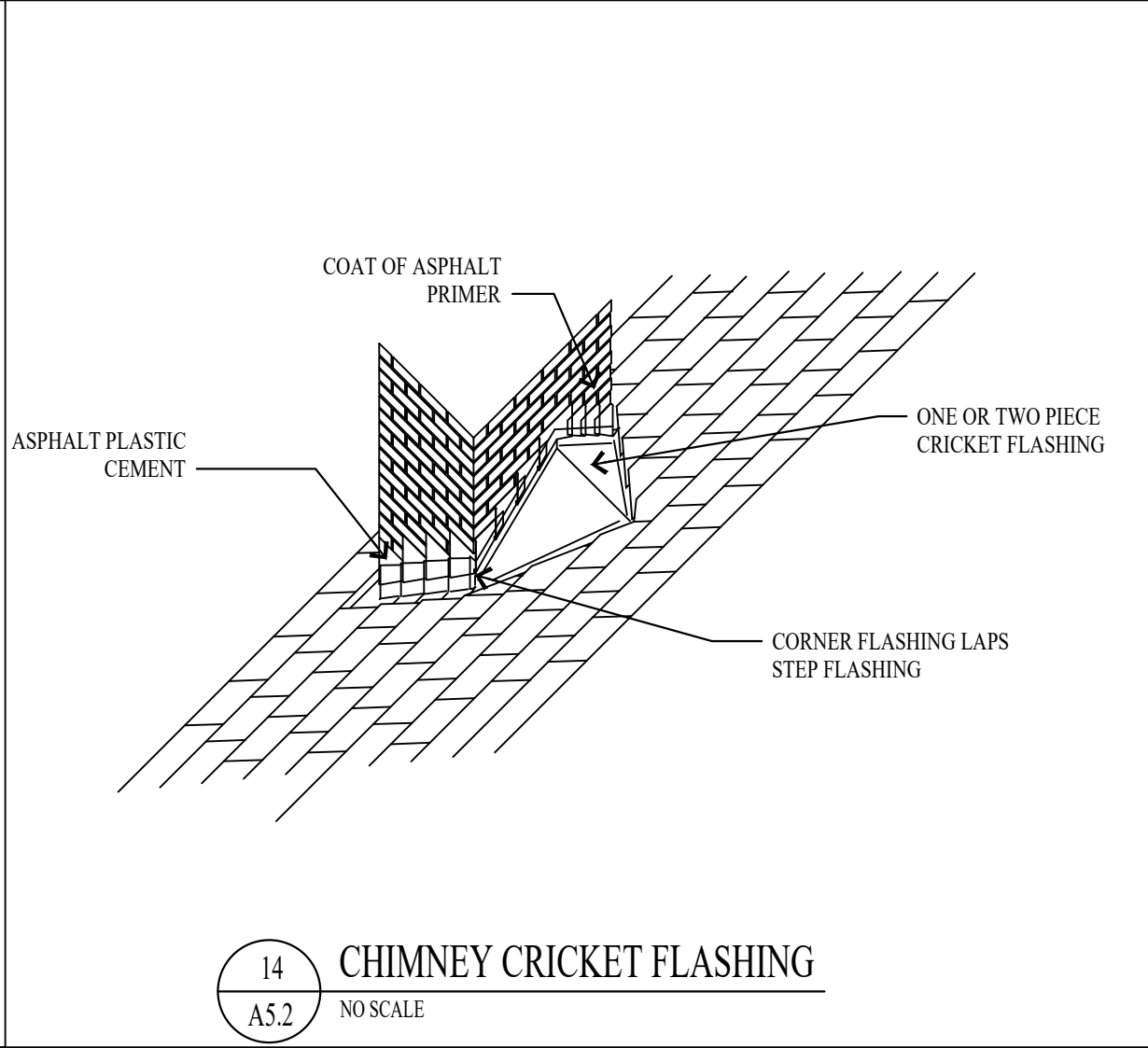
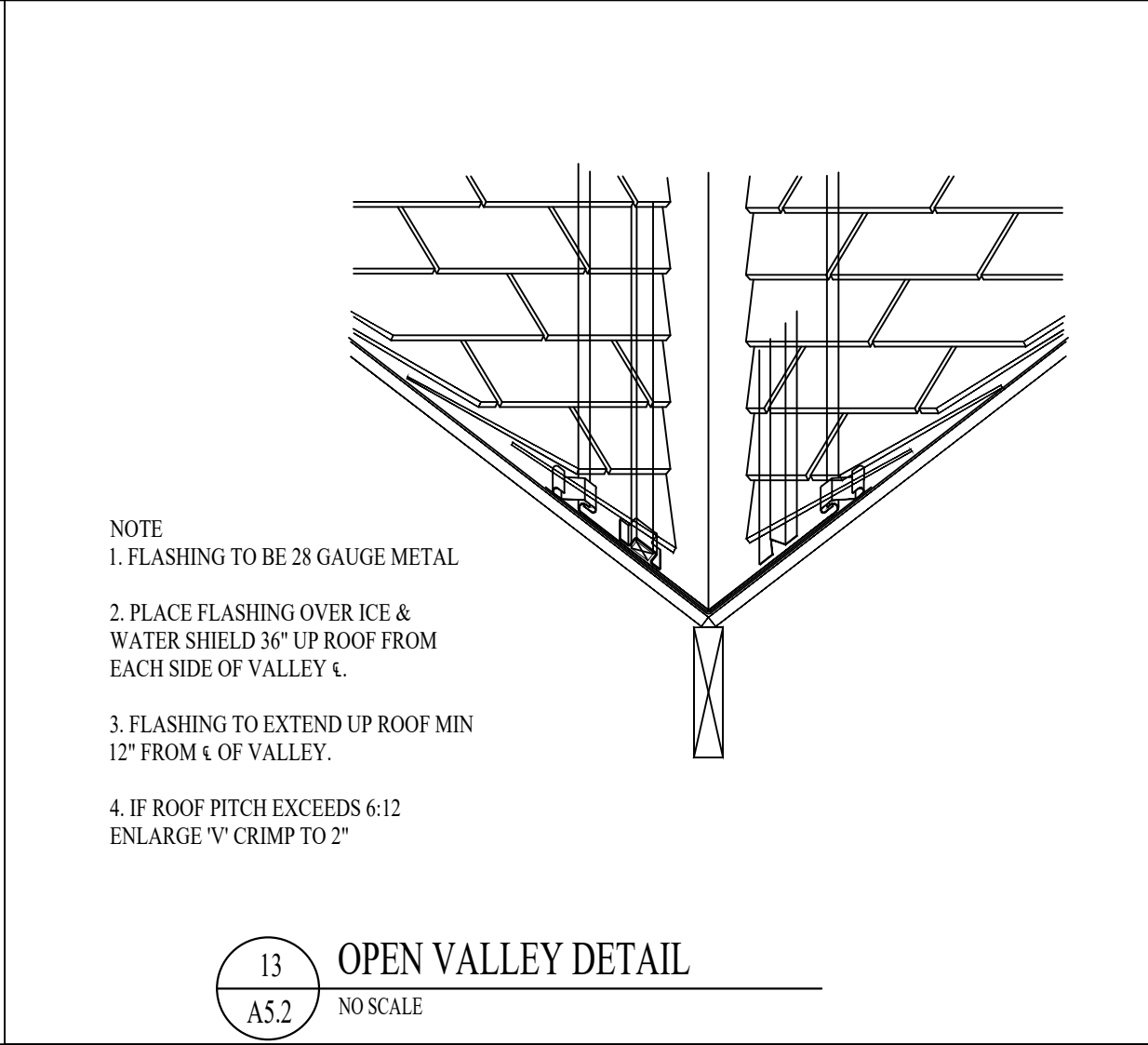
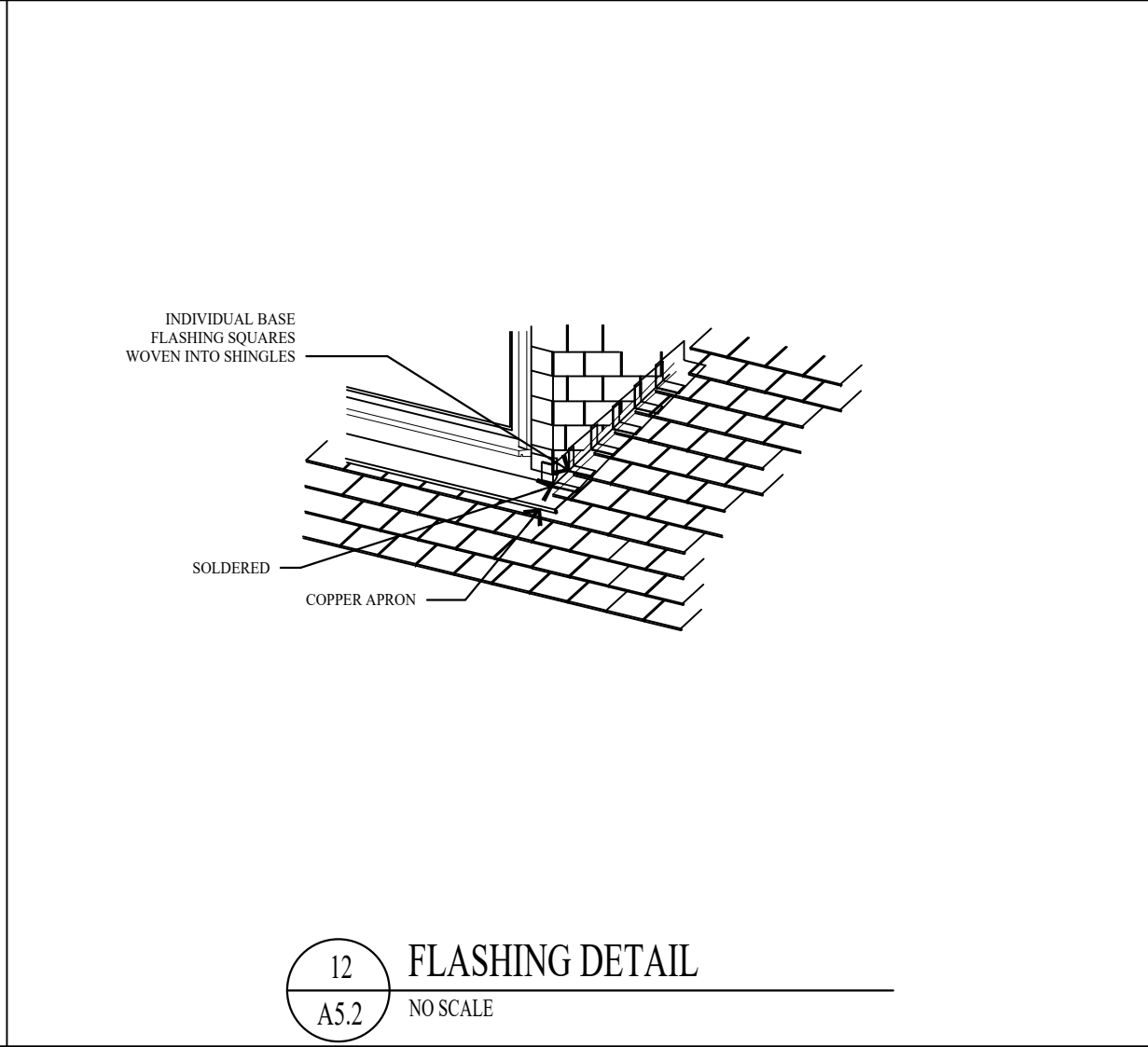
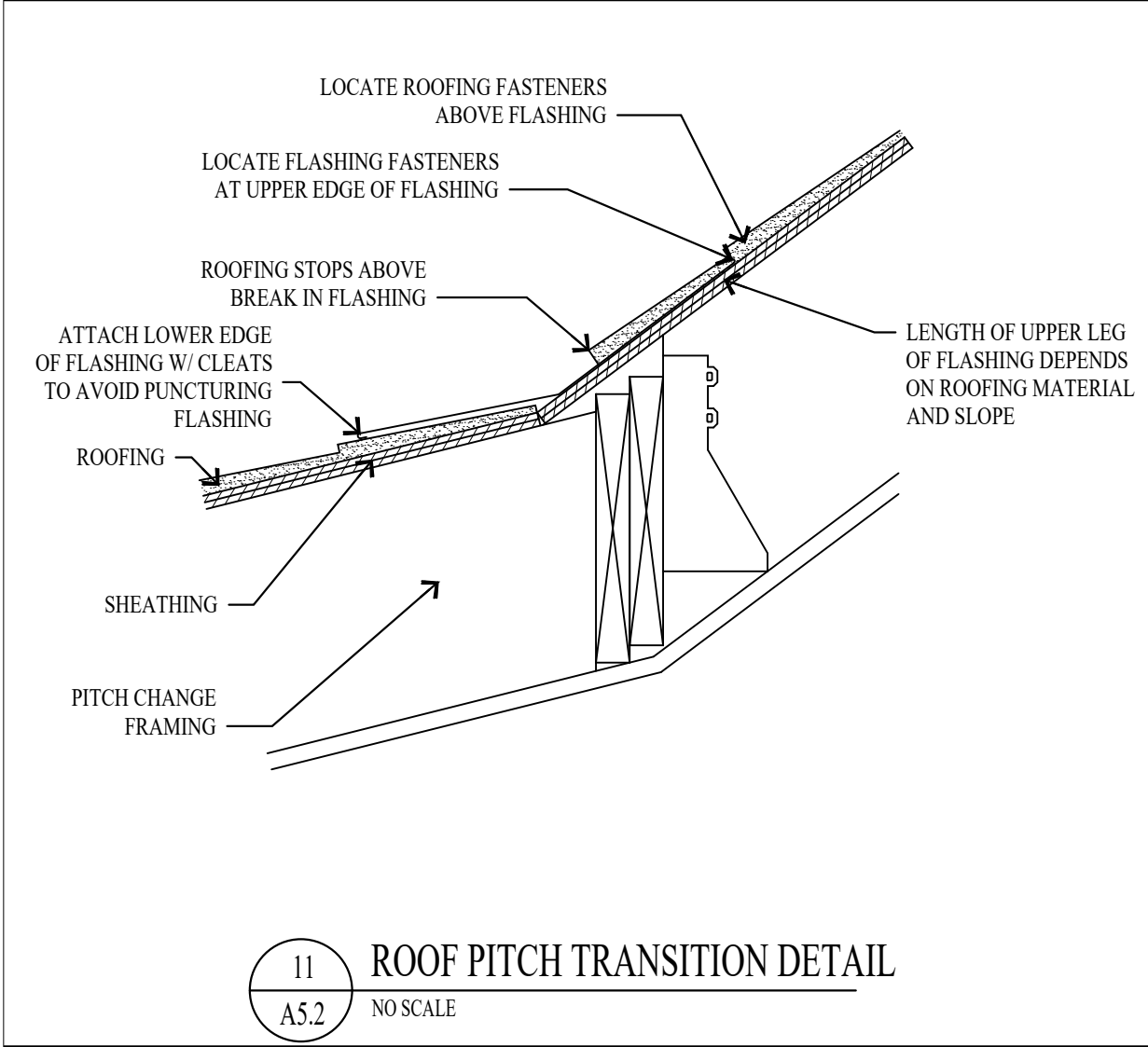
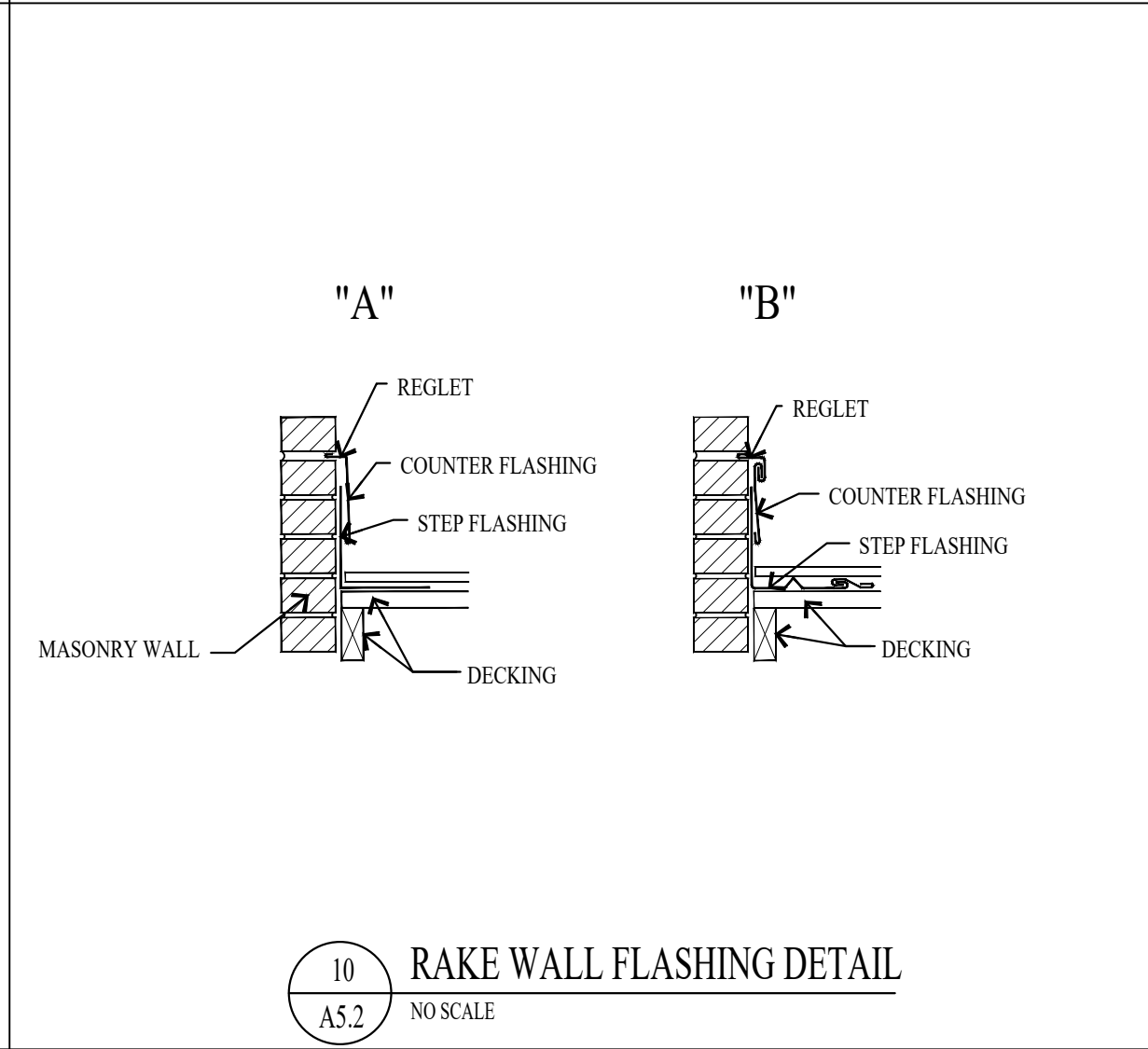
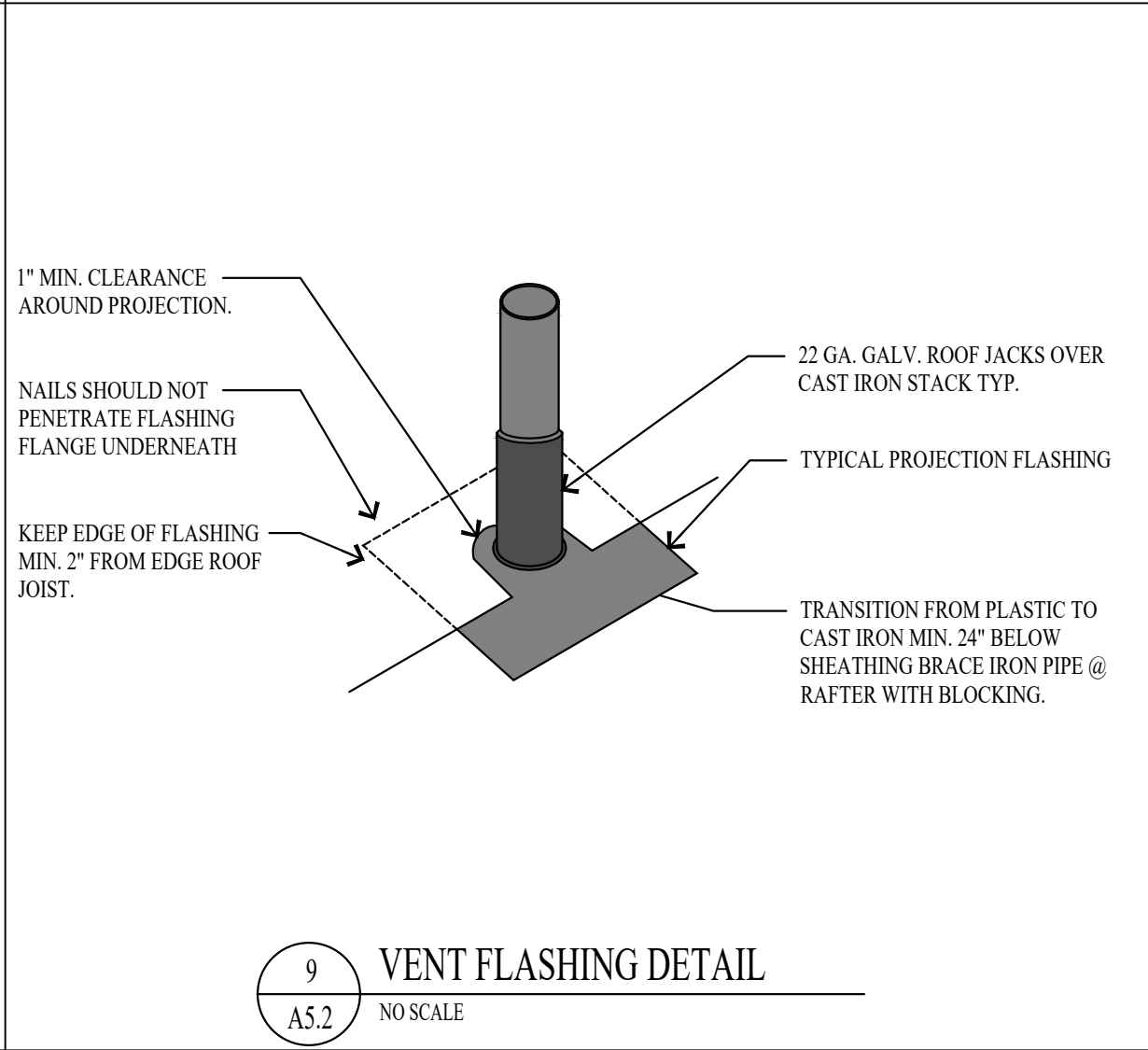
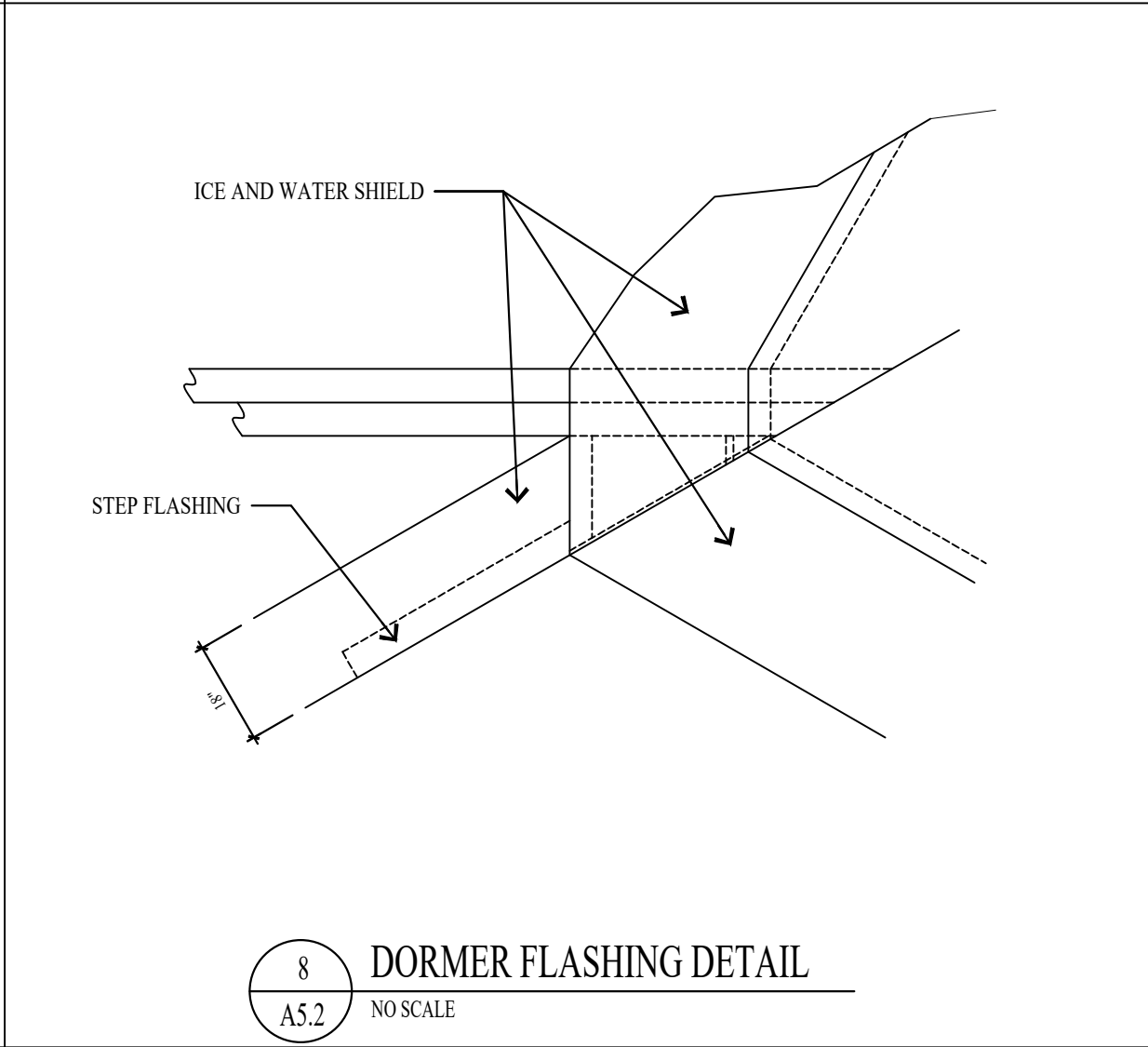
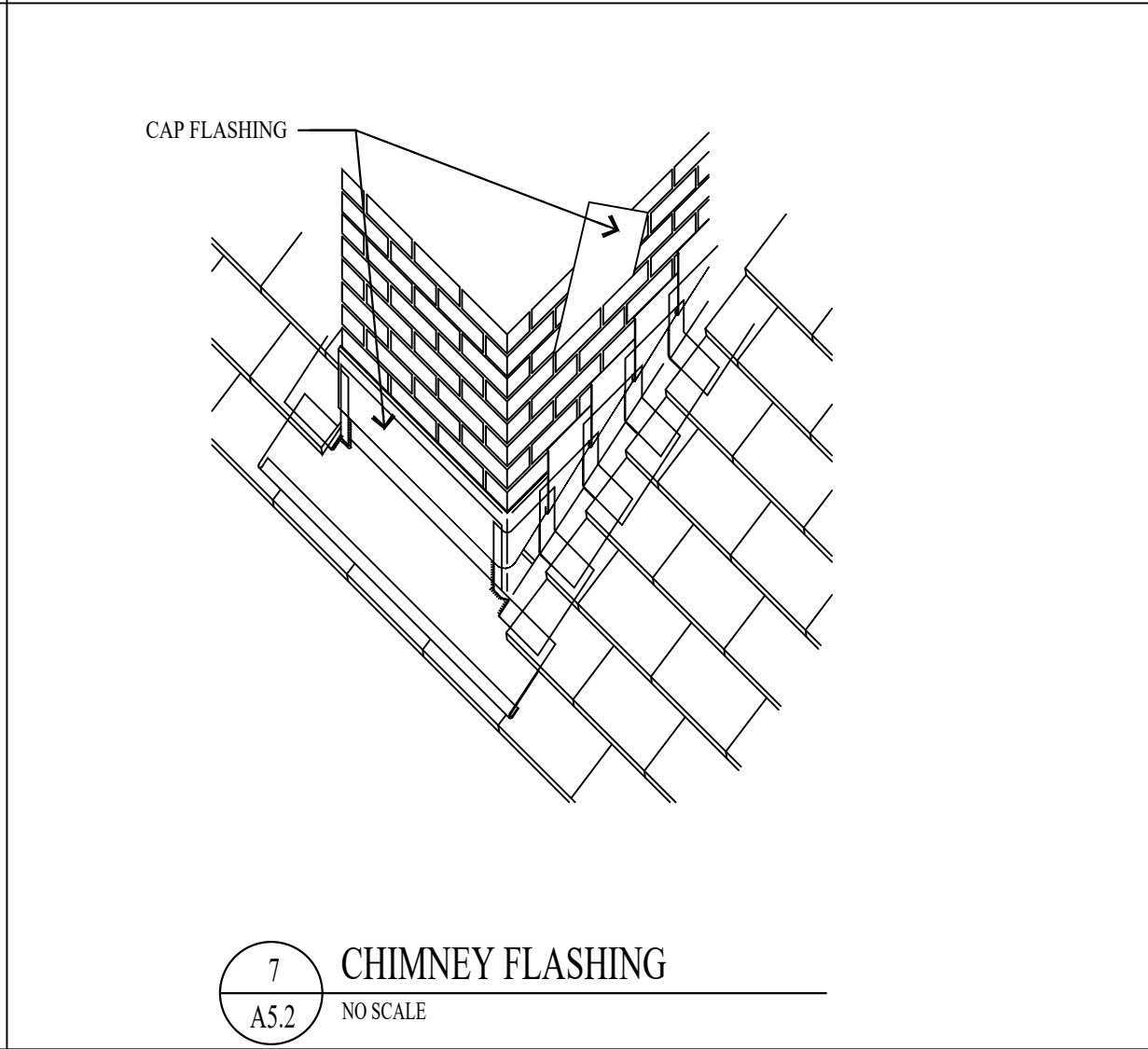
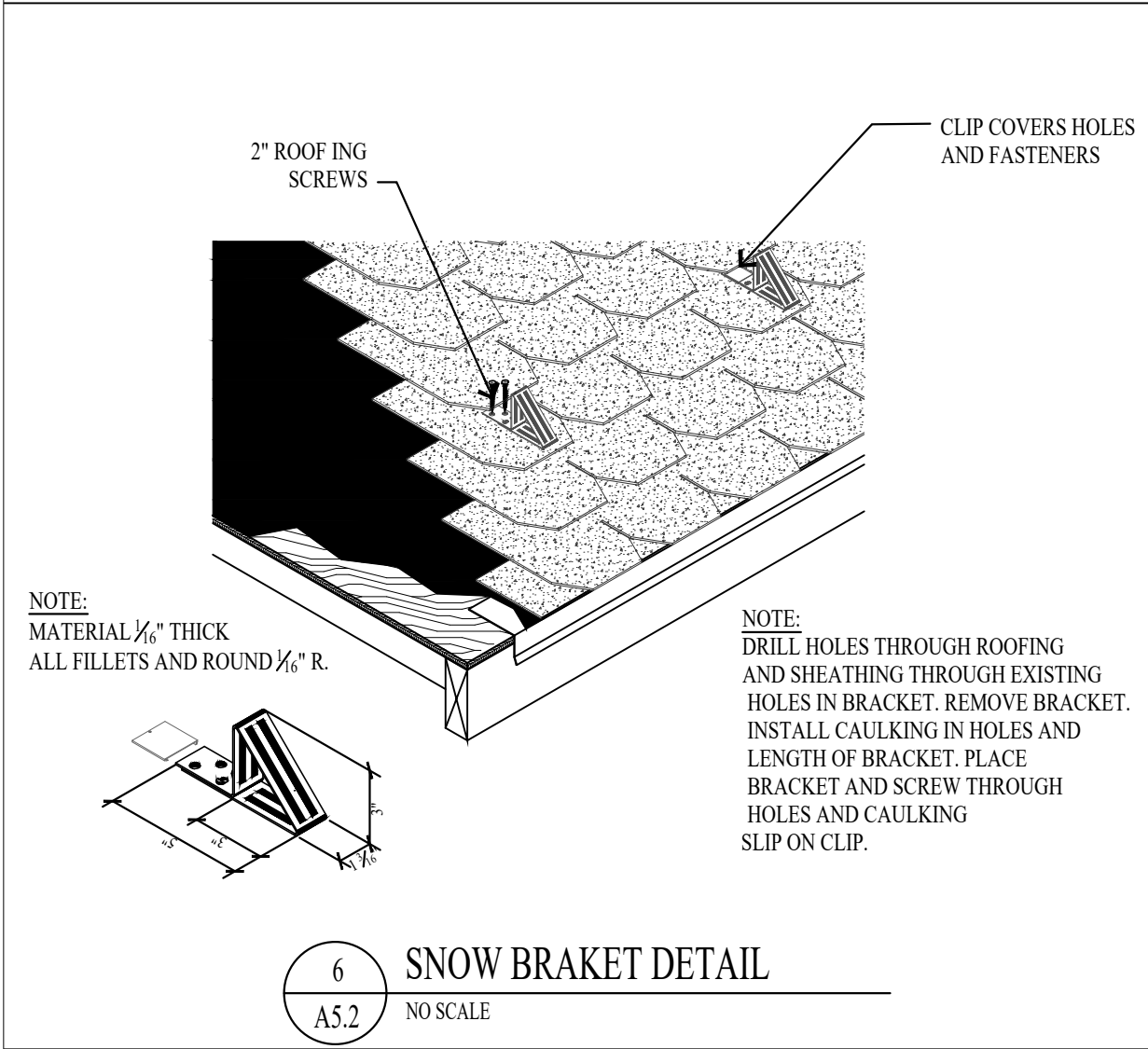
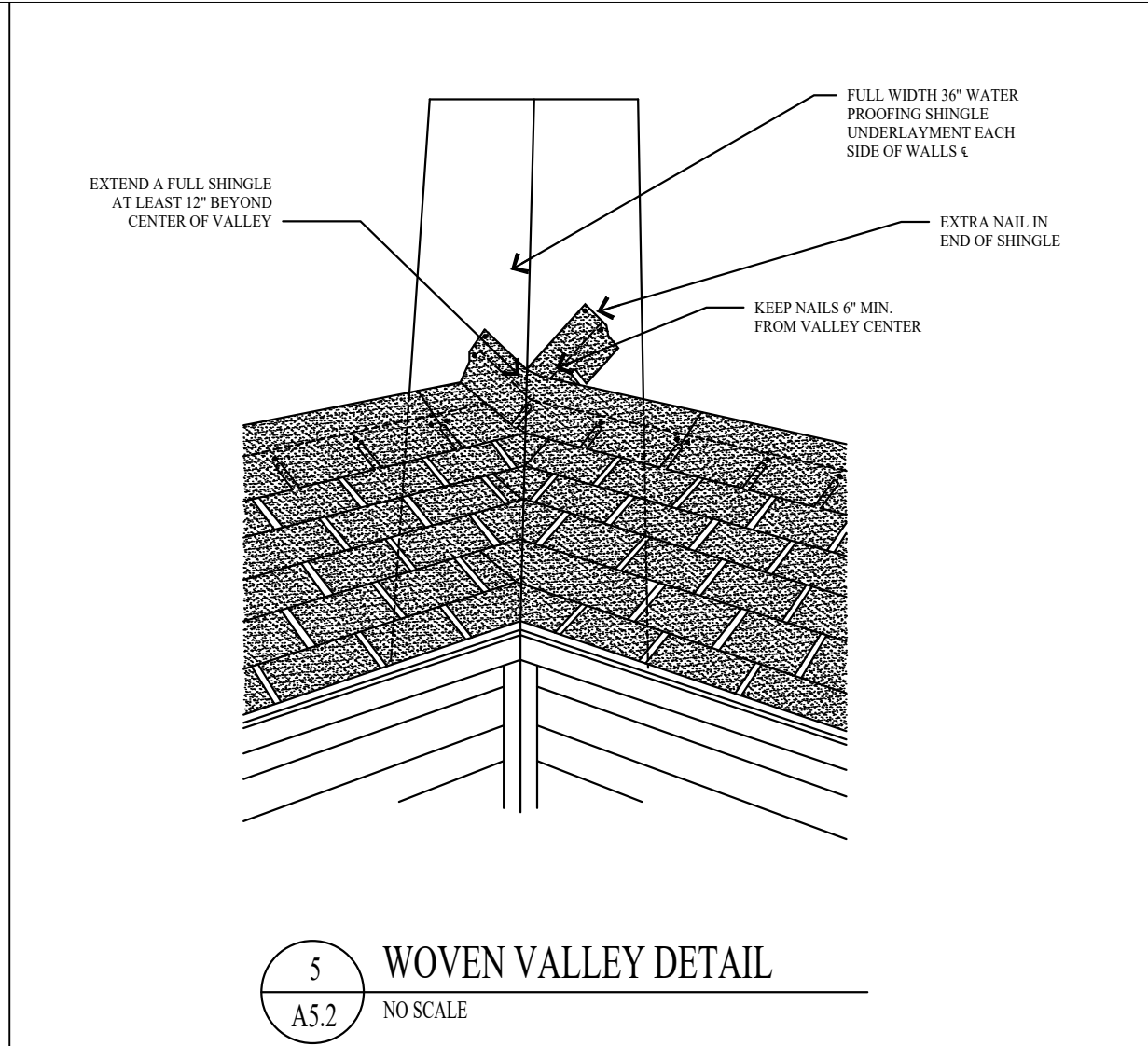
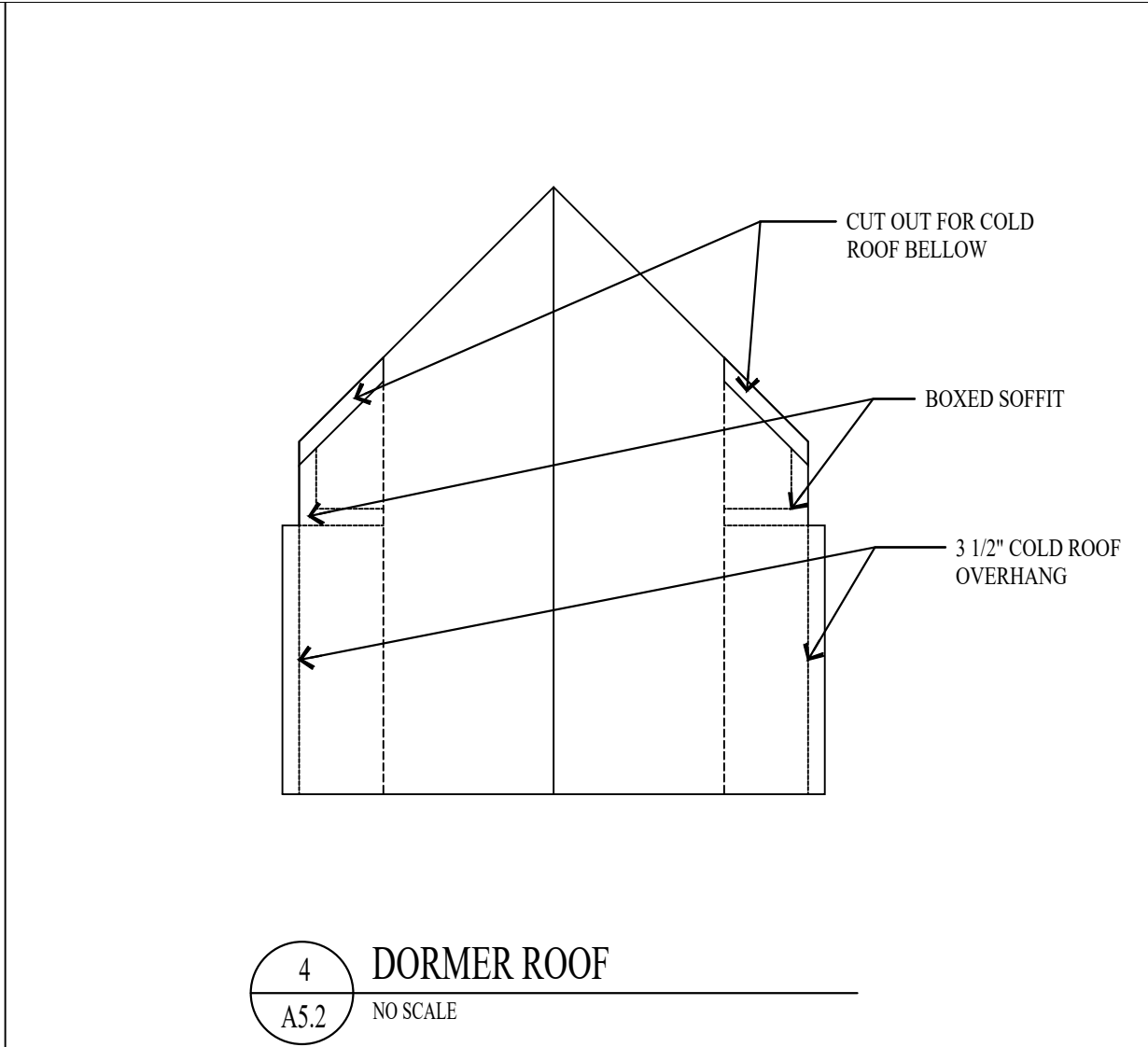
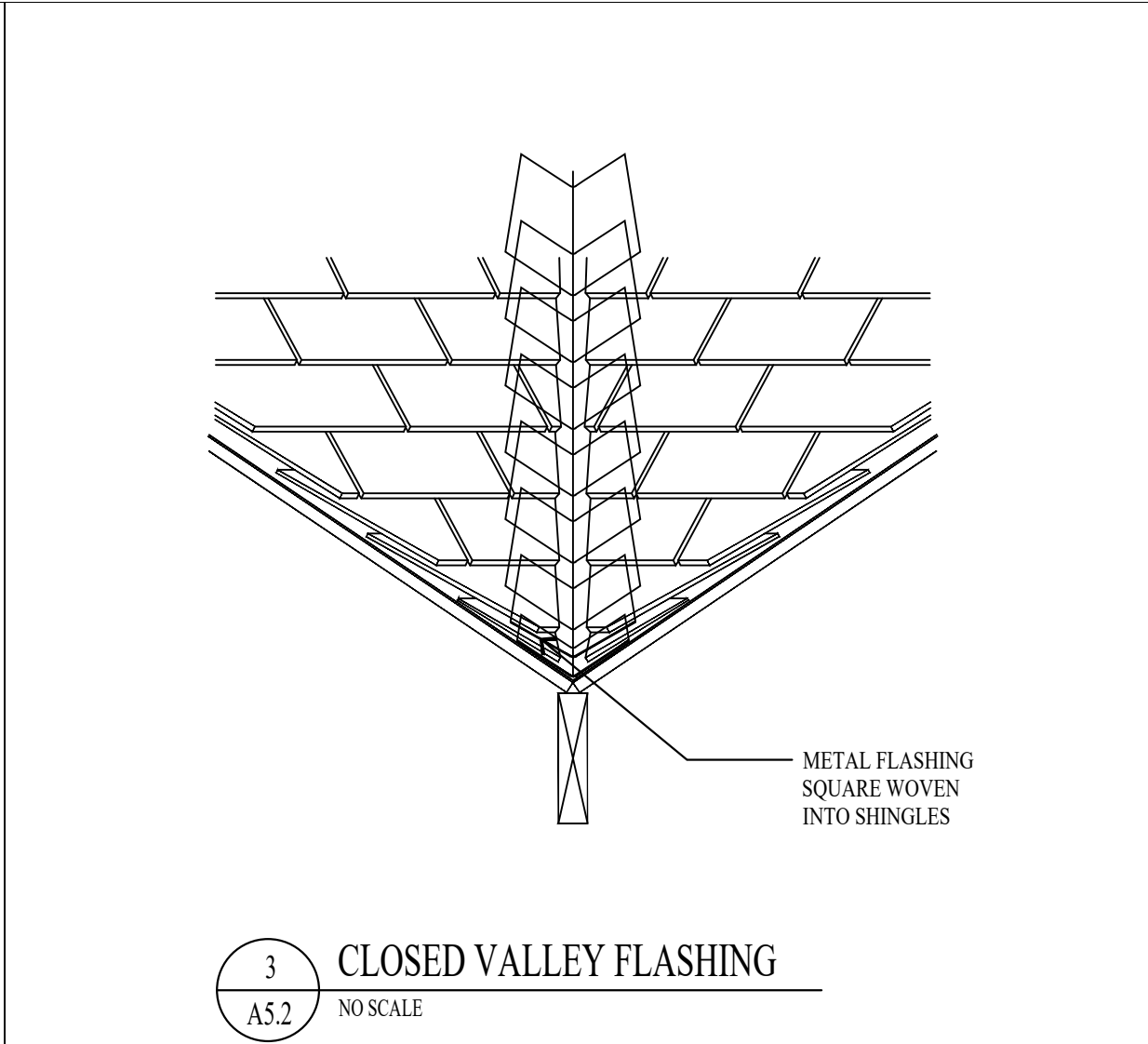
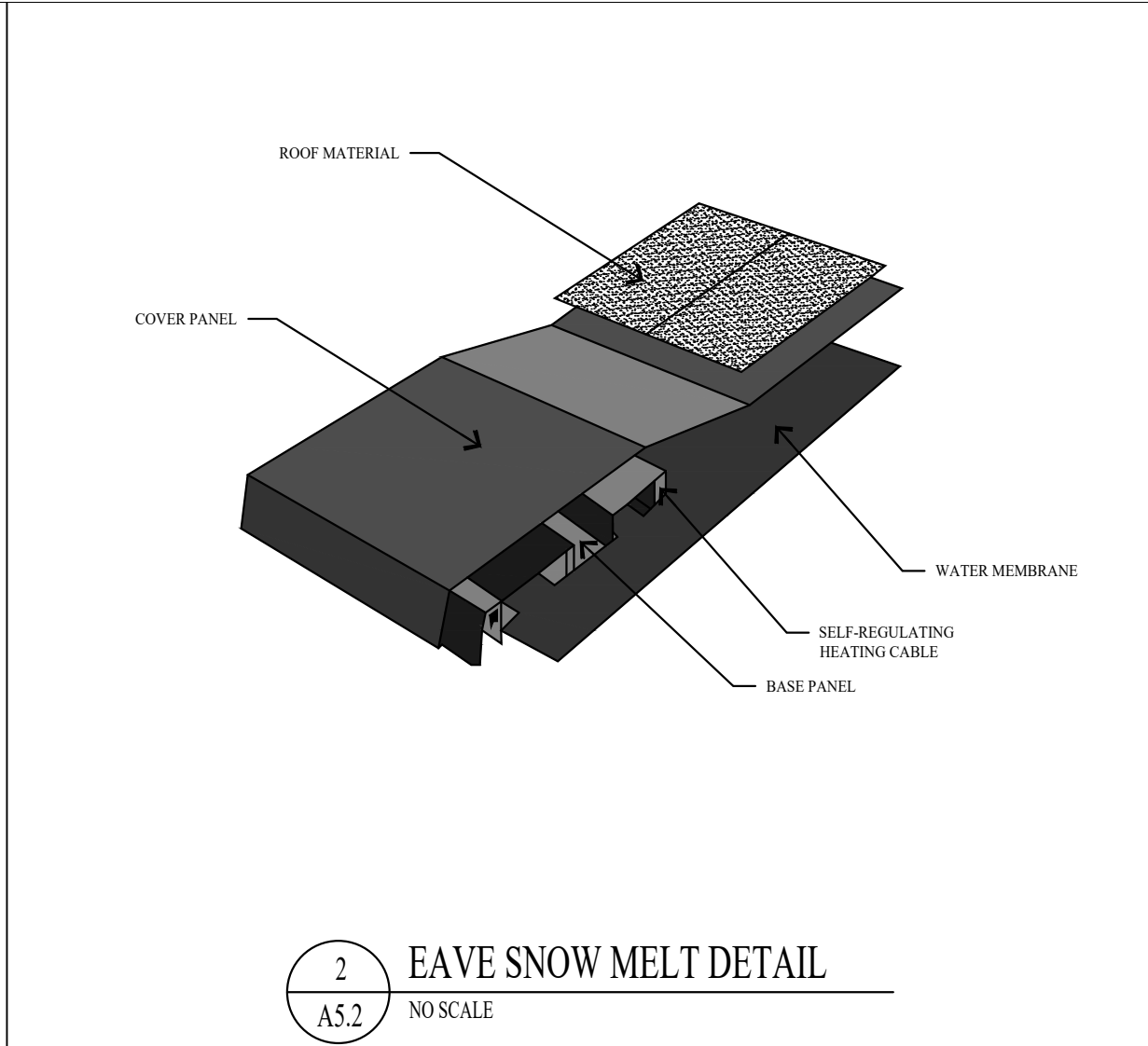
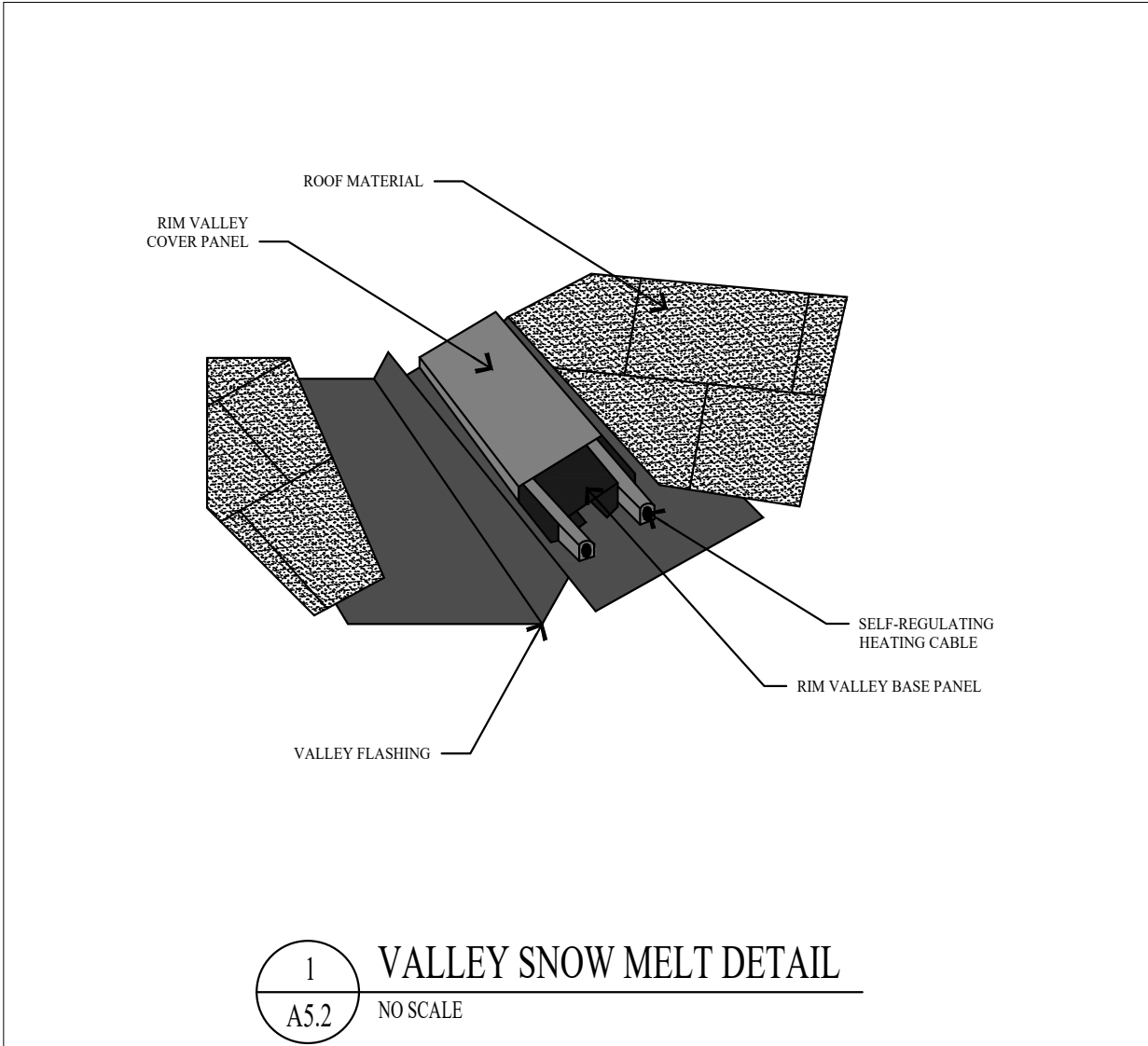
P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84080
Tel. 435-649-7263, E-mail: degrayarch@guestoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

ARCHITECTURAL NOTES
DETAILS

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
A r c h i t e c t

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-648-7263, E-mail: degrayarch@westoffice.net

KERSHAW RESIDENCE
HISTORIC DISTRICT DESIGN REVIEW

569 PARK AVENUE, PARK CITY, UTAH 84060

ROOF FLASHING DETAILS

REVISIONS:

DATE:

JULY 12, 2022

PROJECT NUMBER:

2206-01

SHEET NUMBER:

A5.2

[illegible][illegible]

WINDOW NOTES

1. ALL WINDOWS OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.
2. GLAZING IN HAZARDOUS LOCATION IS REQUIRED TO BE GLAZED WITH SAFETY MATERIAL. IRC SECTION R308.3 AND R308.4.
3. ALL WINDOWS IN BATHROOMS MUST BE TEMPERED GLASS
4. TEMPERED GLASS SHALL BE PROVIDED IN: FRAMELESS GLASS DOORS, GLASS IN DOORS, GLASS WITHIN A 24" ARC OF DOORS, GLAZING LESS THAN 60" ABOVE A WALKING SURFACE THAT IS WITHIN 5 FEET STAIRS, OR GLAZING WITHIN 5 FEET OF SPAS OR POOLS, CERTAIN FIXED PANELS, AND SIMILAR GLAZED OPENINGS SUBJECT TO HUMAN IMPACT. IRC R308
5. EGRESS WINDOWS: FINISH SILL HT. MIN 44" FROM FLOOR MIN. CLEAR OPENING OF 5.7 S/F MIN NET CLEAR OPENING 20" WIDTH AND 24" HT.
6. ALL WINDOWS TO HAVE A MIN. U-VALUE OF .31

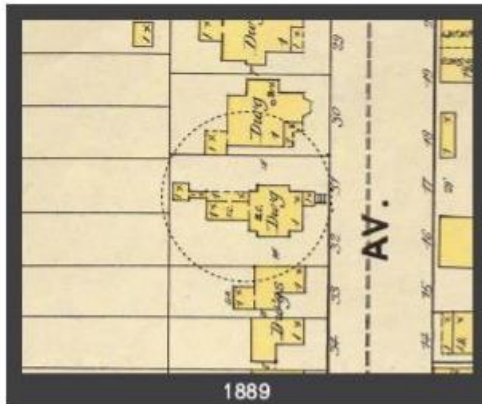
[illegible]

DOOR NOTES	
1.	ALL DOOR OPENINGS TO BE FIELD VERIFIED BY CONTRACTOR BEFORE INSTALLATION.
2.	ALL DOORS TO BE 1 3/4" SOLID CORE UNLESS NOTED OTHERWISE.
3.	ALL SHOWER DOORS AND GLASS SHOWER ENCLOSURES SHALL BE TEMPERED GLASS. IRC SECTION R308.3 AND R308.4
4.	FRENCH/PATIO/TERRACE/NANNA DOORS TO BE SUPPLIED BY WINDOW MANUFACTURE TO HAVE A U-VALUE OF .31 MINIMUM.
5.	AUTOMATIC GARAGE DOOR OPENERS SHALL BE TESTED IN ACCORDANCE WITH UL325. - IRC 309.4.

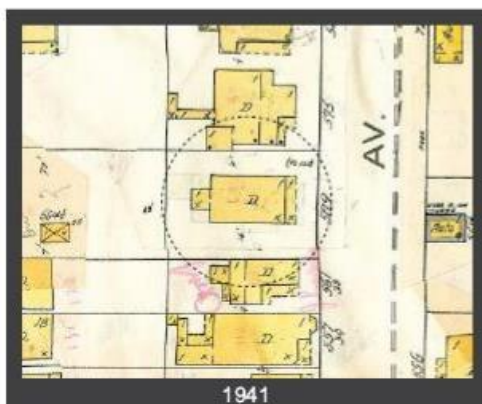
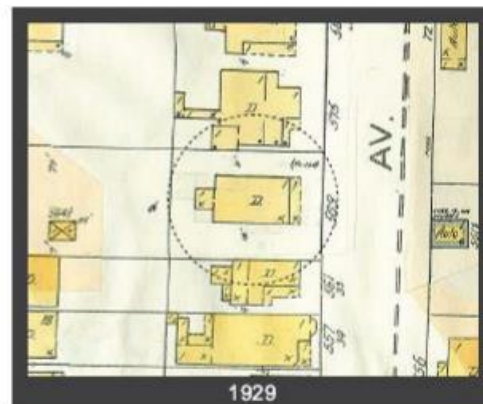
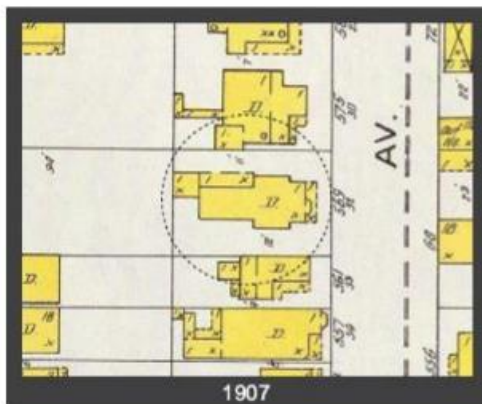
569 Park Avenue Background

According to the [Historic Site Form](#), 569 Park Avenue is a bungalow-type Single-Family Dwelling constructed circa 1917 in the Victorian Eclectic style. 569 Park Avenue is a Significant Historic Site pending appeal on the Park City Historic Sites Inventory.¹ The Sanborn Maps show a cross-wing house built on the site prior to 1889. The current bungalow form was constructed circa 1917:

569 Park Avenue

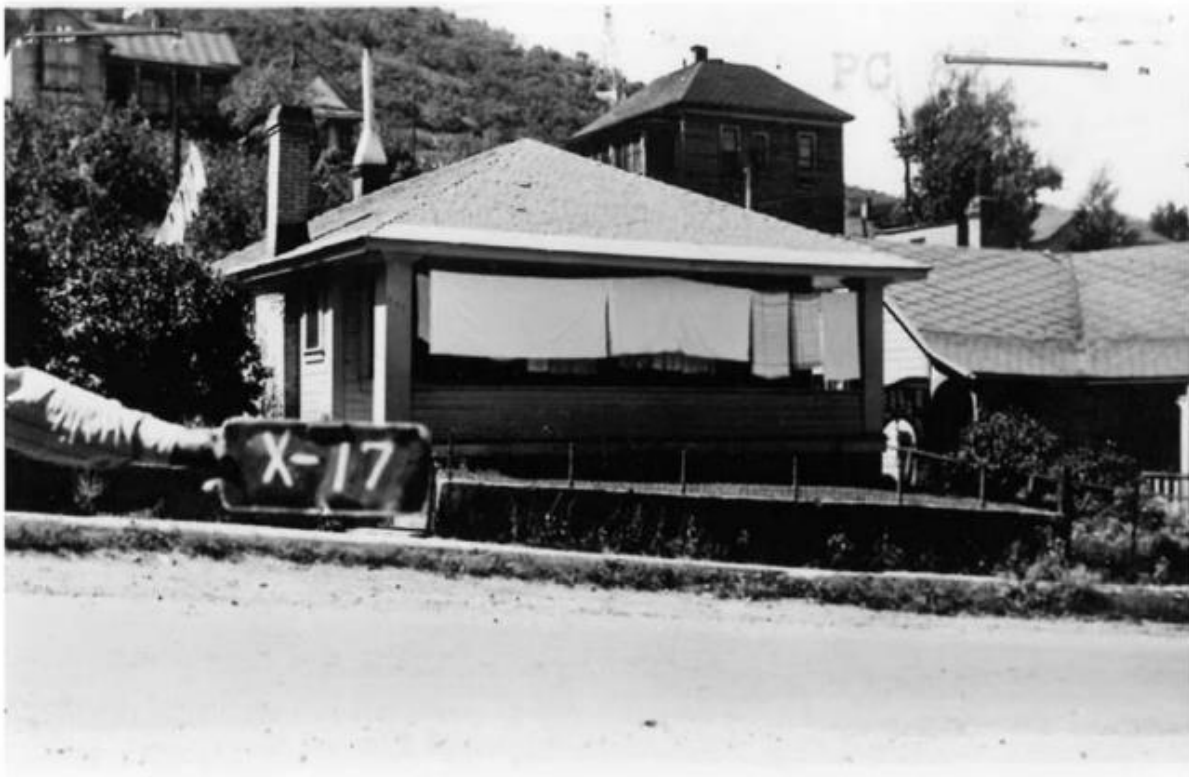


Sanborn Map History

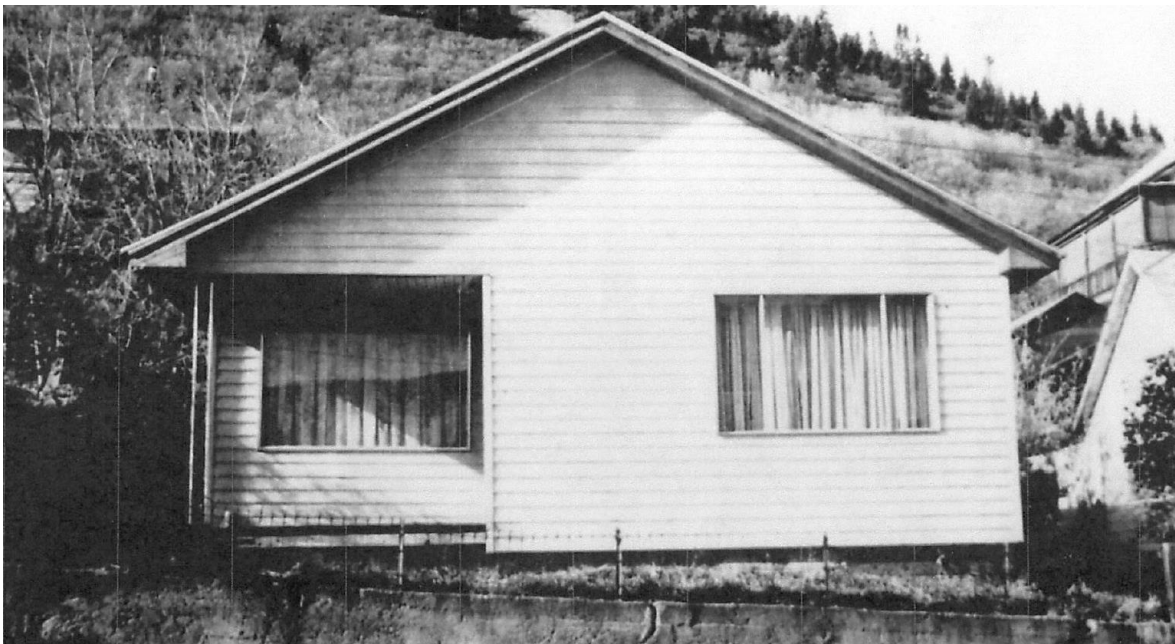


¹ LMC [§ 15-11-10\(D\)\(2\)\(dk\)](#)

Below is the circa 1941 tax photo showing the original bungalow and hip roof:



Sometime between 1957 and 1968, the Single-Family Dwelling was modified to a gable roof with a partial-width recessed porch:



In 1986, the City issued Building Permit No. 2924-86 to re-roof and remodel the Single-Family Dwelling. In 1987, the City issued Building Permit No. 3334-87 for a porch addition. The City provided a \$5,000 Historic District grant in 1988 for the re-roof, replacement of trim, and installation of a stone walkway.

On February 4, 2009, the Historic Preservation Board designated 569 Park Avenue a Significant Historic Site on the Park City Historic Sites Inventory based on the results of a reconnaissance level survey. Based on staff's recommendation, on April 7, 2010, the Historic Preservation Board reviewed the designation and removed 569 Park Avenue from the Historic Sites Inventory determining that due to changes to the Single-Family Dwelling from circa 1923 to 1995, 569 Park Avenue did not meet the criteria of a Significant Historic Structure.

The 2014 photograph taken from the [Historic Site Form](#) illustrates the current structure:



On August 6, 2015, the Historic Preservation Planner prepared a Manager's Report regarding 569 Park Avenue for the City Council ([Staff Report](#), p. 71; [Minutes](#), p. 3). The City Council directed staff to begin Land Management Code amendments to address demolition of structures that are of historic significance. On August 7, 2015, the

Planning Director submitted a Determination of Significance Application for 569 Park Avenue to nominate 569 Park Avenue for re-listing as a Significant Historic Site on the Park City Historic Sites Inventory. On September 2, 2015, the property owner applied for Building Permit BD-15-21810 to demolish the Single-Family Dwelling. The City denied Building Permit BD-15-21810.

On March 2, 2016, Planning staff brought the Determination of Significance application before the Historic Preservation Board, recommending 569 Park Avenue be listed as a Significant Site on the Park City Historic Site Inventory. The Historic Preservation Board unanimously voted to designate 569 Park Avenue a Significant Site.

On March 15, 2016, the property owner appealed the Determination of Significance. The appeal was scheduled for Board of Adjustment review on May 24, 2016. However, on May 23, 2016, the property owner submitted a request for an Advisory Opinion to the Utah Property Rights Ombudsman. The City and property owner agreed to postpone the Board of Adjustment public hearing and review of the appeal until the Ombudsman completed the Advisory Opinion. On March 7, 2017, the Property Rights Ombudsman issued the Advisory Opinion, finding the demolition permit for 569 Park Avenue was entitled to approval.

Since that time, the City and property owner have been working through options for the property. Alternatively, the property owner may still proceed with their stayed appeal and ultimately judicial review. However, the property owner and City have tentatively agreed to terms of City acquisition of a preservation easement/dismissal of their appeal, provided the owner can obtain the Historic Preservation Board review and approval of a Historic District Design Review for the property.

Additionally, 569 Park Avenue is located on Lots 17 and 18 of Block 5, Amended Plat, Park City Survey, and the Applicant submitted a plat amendment application to create one lot for the property, pending Planning Commission and City Council review (PL-22-05320).

Gateway Tower West
15 West South Temple
Suite 1200
Salt Lake City, Utah 84101-1547
801.257.1900
801.257.1800 (Fax)
www.swlaw.com

Wade R. Budge
(801) 257-1906
wbudge@swlaw.com

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
RENO
SALT LAKE CITY
TUCSON

March 14, 2016

**VIA EMAIL BRUCE.ERICKSON@PARKCITY.ORG;
MICHELLE.KELLOGG@PARKCITY.ORG**

Bruce Erickson
Planning Director
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Michelle Kellogg
City Recorder
Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060

Re: Appeal of Determination of Significance for 569 Park Avenue

Dear Mr. Erikson:

We represent the two families ("Families") who own the two lots of record and associated improvements on the properties commonly referred to as 569 Park Avenue. This letter is the Families' appeal of the Historic Preservation Board's ("HPB") March 2, 2016 decision to list 569 Park Avenue as a significant site on the Park City Historic Sites Inventory ("HSI"). The appeal is filed pursuant to sections 15-11-10(B)(4), 15-10-7, and 15-1-18 of the Land Management Code. This letter also serves as the Families' takings appeal pursuant to section 15-1-19(C) of the Land Management Code.

Background

1. The History of 569 Park Avenue

569 Park Avenue is located on Lots 17 and 18 of Block 5, Amended Plat, Park City Survey. The home at 569 Park Avenue ("Home") has undergone significant modifications over the course of its history. Sometime prior to 1889 a cross-wing structure was built. This original structure was replaced by a bungalow in approximately 1923, during Park City's Mature Mining

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 2

Era. The bungalow's roof was changed from a hipped roof to a low-pitched gable roof sometime between 1958 and 1968. The Utah State Historical Society ("Historical Society") evaluated the Home in August 1978. The resulting Site Information Form lists the Home's status as "Not Contributory" because the change from a hip roof to a gable roof constitutes a major alteration. Exhibit A.

In 1987, Tim Lee, the then-owner of 569 Park Avenue, received a \$5,000 grant from Park City to re-roof, replace trim, and improve a stone walkway. While Mr. Lee used the grant money to improve the Home, he did not use it to restore the roof, or other elements of the Home, to their historic form.

Sometime between 1990 and 1995 the roof at 569 Park Avenue was modified again, this time to a gable-on-hip form. At the time of this modification, many bungalow-type elements were added to the Home, including a deep full-width porch, square porch posts, and a solid rail. The bungalow elements appear historic. But the modifications did not restore the Home to its original, historical form. For instance, the gable-on-hip roof form was not used in Park City during the mining era. Rather, it was used in French Colonial styled buildings from the late nineteenth century and Queen Anne styled buildings from the early twentieth century. Exhibit B.

In 2009, Preservation Solutions completed a reconnaissance level survey of historic district homes that was used to create the HSI. The survey designated 569 Park Avenue as a significant site. Preservation Solutions later revisited 569 Park Avenue and concluded that it had erroneously listed the Home as significant. Based on information regarding 569 Park Avenue's altered roof form, Thomas Eddington, the Planning Director at the time, and Preservation Solutions asked the HPB to reevaluate the Home's significance. In April 2010, the HPB reviewed the Home and found that changes to the pitch of the main roof of the primary façade destroyed the Home's historical form and caused it to not qualify for designation as significant.¹ As a result, the HPB voted to delist 569 Park Avenue from the HSI.

Recently, Park City engaged Cooper Roberts Simonsen Architects ("CRSA") to investigate the historical integrity of 569 Park Avenue. In a July 22, 2015 letter, CRSA agreed with the HPB's 2010 decision and found that 569 Park Avenue did not meet the criteria for designation as a significant site due to the change in its roof form. CRSA noted other modifications of the Home's historic form, including "the complete removal of the brick chimney on the south façade, adding a center post to the front porch, raising the front porch guard rail height, and covering a small window on the south façade."

¹ At the time, Section 15-11-10(A)(2)(b)(i) of the LMC stated that changes to the pitch of the main roof of the primary façade after the period of historic significance destroyed a building's Essential Historical Form. This criteria has since been amended, as described below.

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 3

On September 2, 2015, the Families filed an application to demolish the Home (“Demolition Application”). Exhibit C. The application was filed during the pendency of a proposed amendment to the Land Management Code. The proposed amendment is discussed in detail below.

2. Amendment to the Land Management Code

In the summer of 2015 the Families met with Planning Staff to discuss their plans to build two homes, one on each lot at 569 Park Avenue. Unbeknownst to the Families, their neighbors had begun a campaign to prevent construction of two homes at 569 Park Avenue. The neighbors sent a series of letters and emails to the Park City Attorney’s Office, Planning Staff, members of the HPB, and others between April 2, 2015 and August 10, 2015.

Planning Staff and the City Council eventually responded to the neighbors’ pressure and scheduled a “Determination of Significance” for 569 Park Avenue to be heard by the City Council on August 6, 2015. At the time, the Land Management Code required that notice be issued 7 days prior to a Determination of Significance and that the HPB consider the Determination of Significance. On August 4th, two days before the hearing, Park City provided notice to the Families through an email. This notice did not comply with the Land Management Code. The Families responded, explained that they could not attend the Determination of Significance on such short notice, and requested a continuance. Park City denied the Families’ request and went forward with the August 6th hearing. The lack of notice and refusal to grant a continuance are noteworthy because several neighbors who oppose construction of two homes at 569 Park Avenue received notice and attended the hearing. Indeed, John Browning testified that he flew from London to attend the hearing.

On August 6, 2015, the City Council adopted a pending ordinance titled “An Ordinance Amending the Land Management Code Section 15, Chapter 11 and all Historic Zones to Expand the Historic Sites Inventory and Require Review by the Historic Preservation Board of Any Demolition Permit in a Historic District” (“Amended Ordinance”). Notably, Park City neither provided notice of a proposed amendment to the Land Management Code nor listed the Amended Ordinance in the meeting agenda. The Amended Ordinance was drafted very broadly and with specific intent to apply to 569 Park Avenue, even though the Home had been previously removed from the HSI. This intent is illustrated by Planning Staff’s submission of a Determination of Significance application for 569 Park Avenue on August 7, 2015 (“Determination of Significance Application”). Exhibit D.

Over the next several months, the HPB, Planning Commission, and City Council discussed the Amended Ordinance at a series of public meetings. During these meetings it was

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 4

frequently acknowledged that the Amended Ordinance had been prompted by plans to construct two homes at 569 Park Avenue. The HPB, Planning Commission, and City Council made significant amendments to the Amended Ordinance and on December 17, 2015, the City Council adopted the Amended Ordinance, as amended. The provisions of the Amended Ordinance relevant to this appeal are discussed in detail below.

On March 2, 2016 the HPB held a Determination of Significance hearing for 569 Park Avenue. The HPB incorrectly applied the Amended Ordinance and voted to list 569 Park Avenue as a significant site on the HSI. Exhibit E. The Families file this appeal to challenge the HPB's erroneous decision.

Analysis

1. When Reviewing This Appeal, the Board of Adjustment Owes No Deference to the HPB's Factual Findings or Conclusions of Law

The Land Management Code specifies the standard of review for the Board of Adjustment to apply when it reviews an HPB decision. It states that "[t]he Board of Adjustment shall review factual matters de novo and it shall determine the correctness of the decision of the land use authority." Land Management Code §§ 15-1-17(G); 15-10-7. De novo factual review means that the Board of Adjustment shall grant no deference to the HPB's factual determinations. See Irving Place Associates v. 628 Park Ave., LLC, 2015 UT 91, ¶ 11, 362 P.3d 1241. Similarly, review of the correctness of the HPB's decision means that the Board of Adjustment shall grant no deference to the HPB's legal determinations. See Mallory v. Brigham Young University, 2014 UT 27, ¶ 7-8, 332 P.3d 922. In other words, the Board of Adjustment should review the facts and law anew and make its own factual findings and conclusions of law as though the original HPB hearing did not take place.

2. The HPB Should Not Have Considered the Expired Determination of Significance Application for 569 Park Avenue

Planning Staff's Determination of Significance Application for 569 Park Avenue expired and the HPB should not have considered it. The Land Management Code created the HSI. The purpose of the HSI is to "provid[e] recognition to and encourag[e] the Preservation of Historic Sites in the community." Land Management Code § 15-11-10. The Land Management Code sets forth a procedure to list structures on the HSI. Either the structure's owner, or Planning Staff, must file an application to nominate a structure to the HSI. Land Management Code § 15-11-10(B)(1). Planning Staff must schedule a hearing before the HPB within 30 days of receipt of a complete application. Land Management Code § 15-11-10(B)(1). Planning Staff must also post, mail, and publish notice of the upcoming hearing. Land Management Code § 15-11-

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 5

10(B)(2). The HPB then holds a public hearing to determine whether the application complies with the criteria for designation to the HSI. Land Management Code § 15-11-10(B)(3).

Planning Staff's Determination of Significance Application was not authorized by the Land Management Code and it expired because it was not timely processed. Planning Staff filed the Determination of Significance Application on August 7, 2015, based on a request from the neighbors of 569 Park Avenue. The Land Management Code does not allow neighbors to nominate a site to the HSI. More importantly, Planning Staff did not follow the Land Management Code's mandatory procedures for review of the application. Planning Staff did not schedule an HPB hearing within 30 days of receipt of the application and they did not publish the required notice. Because the Determination of Significance Application was improperly filed and it had expired, the HPB should not have considered the application at its March 2, 2016 hearing.

3. The Families Had Vested Rights to Demolish the Home Prior to the HPB's Determination of Significance

Planning Staff should have approved the Families' Demolition Application prior to the HPB's determination of significance. According to the Land Use, Development and Management Act ("LUDMA"), "[a]n applicant is entitled to approval of a land use application if the application conforms to the requirements of the . . . applicable land use ordinance in effect when a complete application is submitted and all application fees have been paid." Utah Code § 10-9a-509(1)(a)(ii); Land Management Code § 15-1-17(A).

The Families filed a complete application to demolish the Home on September 2, 2015, after the City Council adopted the Amended Ordinance. As a result, the Demolition Application was subject to the Amended Ordinance, so long as the Amended Ordinance was adopted in accordance with LUDMA. But the Amended Ordinance does not automatically designate a site to the HSI. Rather, as described above, the site must go through a nomination, review, and approval process. As a result, even though the Amended Ordinance was in effect, 569 Park Avenue was not listed as a significant site at the time the Families filed the Demolition Application. Additionally, at the time of filing, Planning Staff's Determination of Significance Application had expired. Because 569 Park Avenue was not listed as significant, the Families have a vested right to have their application reviewed under the regulations applicable to properties not listed on the HSI.

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 6

4. The HPB's Decision to List 569 Park Avenue as a Significant Site is Inconsistent with the Land Management Code and the Purpose of the HSI

The Home does not qualify as significant under the Amended Ordinance and it should not be listed on the HSI. The Amended Ordinance made significant changes to broaden the criteria for designating significant sites to the HSI.² In particular, the Amended Ordinance set forth four criteria that all must be satisfied before a site may be designated as significant. The new criteria are identified and discussed below.

- a. "[The Site] is at least fifty (50) years old or the Site is of exceptional importance to the community; and" Land Management Code § 15-11-10(A)(2)(a).

The existing Home is greater than 50 years old.

- b. "[The Site] retains its Historical Form as may be demonstrated but not limited by any of the following: (i) It previously received a historic grant from the City; or (ii) It was previously listed on the Historic Sites Inventory; or (iii) It was listed as Significant or on any reconnaissance or intensive level survey of historic resources; or" Land Management Code § 15-11-10(A)(2)(b).

569 Park Avenue does not retain its historical form. According to the Land Management Code, "Essential Historical Form" means "[t]he physical characteristics of a Structure that make it identifiable as existing in or relating to an important era in the past." Land Management Code § 15-15-1.96. 569 Park Avenue has changed significantly over time. The Home's roof was modified sometime between 1958-1968 and again in the early 1990s. The current gable-on-hip form was not used in the Park City during the Mature Mining Era. Exhibit B. The Home's porch has also changed significantly. The original porch was enclosed to expand the Home's living space. A new porch was constructed using square porch posts and a solid rail reminiscent of the original bungalow. While the porch may appear historic, it is not. The porch is not in the same location and it does not use the same design elements as the original porch.³ Other alterations to the historical form of 569 Park Avenue include removal of the brick chimney on the south façade, covering a small window on the south façade, installation of vinyl windows, and vinyl siding on the side elevations.

The significant changes to 569 Park Avenue prompted the HPB to remove the site from the HSI in 2010. In a July 22, 2015 letter, Park City's consultant, CRSA confirmed that 569

² The version of Title 15, Chapter 11 Historic Preservation in effect immediately prior to the Proposed Ordinance is attached as Exhibit F. The version in effect after adoption of the Amended Ordinance is attached as Exhibit G.

³ In particular, the new porch includes a center post and a higher guard rail height.

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 7

Park Avenue had been substantially changed and that the HPB correctly removed the Home from the HSI.

This criterion evaluates whether a home retains its historic form. It provides examples that the HPB has the option to consider as evidence of historic form. It also allows the HPB to consider other factors. The HPB incorrectly treated the examples listed in this criterion as mandatory. For instance, the HPB determined that the Home retained its historic form because it had previously been listed on the HSI and had previously been described as significant on a reconnaissance level survey. As described above, the Home was incorrectly listed on the HSI and incorrectly identified as significant. These erroneous listings do not demonstrate that the Home retains its historical form.

The HPB also determined that the Home retains its historical form because it previously received a historic grant. But the criteria for the 1988 grant to Tim Lee are unknown, the grant did not include a deed restriction to prevent future alterations to the Home, and the Land Management Code in effect at the time did not regulate demolition of the Home. Moreover, Mr. Lee used the \$5,000 grant to re-roof the Home, replace trim, improve the porch, and improve a stone walkway. He did not use it to restore historic elements of the Home. Even if he had restored historic elements, the Home was modified again in the early 1990s, after receipt of the grant. The receipt of a grant should only be treated as evidence that a site retains its historical form when the grant is used to restore historical features of the site and the restored features are still present. Because the Home was erroneously designated as significant and the grant was not used for restoration, the HPB lacked a factual basis for its determination that the Home retains its historical form.

- c. “[The Site] has one (1) or more of the following: (i) It retains its historic scale, context, materials in a manner and degree which can be restored to Historical Form even if it has non-historic additions; and (ii) It reflects the Historical or Architectural character of the site or district through design characteristics such as mass, scale, composition, materials, treatment, cornice, and/or other architectural features as are Visually Compatible to the Mining Era Residences National Register District even if it has non-historic additions; or” Land Management Code § 15-11-10(A)(2)(c).

Because of significant changes, the Home cannot be restored to its historical form and it does not reflect the character of nearby Mining Era Residences. The Home’s original porch has been enclosed. The new porch and roof sit several feet east of the original porch. Restoration of the Home to its original form would require the entire front of the house to be removed, relocated, and reconstructed. This process would remove valuable indoor living space from the Home.

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 8

The Home is not compatible with other Mining Era Residences. The gable-on-hip roof form currently in place was not used during the Mature Mining Era. Rather it was used in French Colonial styled buildings from the late nineteenth century and Queen Anne styled buildings from the early twentieth century. Exhibit B. Because of the altered roof form, and other significant changes, the Home does not reflect the historical or architectural character of the district.

- d. “[The Site] is important in local or regional history, architecture, engineering, or culture associated with at least one (1) of the following: (i) An era of Historic Importance to the community, or (ii) Lives of Persons who were of Historic importance to the community, or (iii) Noteworthy methods of construction, materials, or craftsmanship used during the Historic period.” Land Management Code § 15-11-10(A)(2)(d).

Because of significant changes over time, the Home is not important to local or regional history, architecture, engineering, or culture. The Home is not associated with Park City’s Mature Mining Era because the gable-on-hip form was not used during that time period. Exhibit B. Similarly, the Home has undergone other substantial changes. The changes did not restore historic elements of the Home or involve the use of noteworthy methods of construction, materials, or craftsmanship from the Mature Mining Era. Because the Home has undergone significant changes, 569 Park does not qualify as important to local history or architecture.

The Home does not meet three of the four criteria required for a site to be listed as significant. More importantly, listing does not serve the purpose of the HSI, which is to encourage preservation of historic sites in Park City. The Home is not a historic site because it has undergone substantial changes since the Mature Mining Era. For these reasons, the HPB erred when it listed the Home as significant.

5. Listing 569 Park Avenue on the HSI Causes an Illegal Taking

Designation of 569 Park Avenue as a significant site amounts to a taking of private property without just compensation. According to the United States Constitution, the Utah Constitution, and subsequent case law, private property may not be taken for public use without just compensation. U.S. Const. amend. V, Utah Const. art. I, §22. 569 Park Avenue is located on Lots 17 and 18 of Block 5, Amended Plat, Park City Survey. The Families acquired 569 Park Avenue based on the reasonable expectation that they could construct two homes at the

Bruce Erickson
Michelle Kellogg
March 14, 2016
Page 9

property.⁴ Indeed, the long standing intent, as illustrated by the Park City Survey, was to allow two homes on the two lots of record. The determination of significance upsets the Families' economic expectations and unjustly burdens 569 Park Avenue because it prevents construction of two homes. Moreover, the HPB's decision eliminates all economically viable use from one lot because no home may be constructed on that lot. Because Planning Staff have indicated that no demolition permit will be issued if the Home is deemed significant and because the HPB determined that the Home is significant notwithstanding the applicable law and standards, the determination of significance results in a taking of private property and the Families are entitled to just compensation from Park City.

Further, there is evidence in the record that Park City has singled out 569 Park Avenue for special treatment with the purpose of denying them the right to build two new structures on the two lots of record. This kind of treatment violates the state and federal uniform operation of laws and equal protection, constitutional protections, as well as denies them due process under both constitutions.

Should you have any questions regarding the Families' appeal, please feel free to contact me using the information on the first page of this letter.

Sincerely,

SNELL & WILMER



Wade R. Budge
Graham J. Gilbert

WRB:al

Enclosures

cc: Client

⁴ 569 Park Avenue was erroneously listed on the HSI around the time that the Families purchased the property. The HSI was not recorded and a reasonably diligent purchaser would not know that 569 Park Avenue had been identified as a significant site.



GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

State of Utah
Department of Commerce

OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

FRANCINE A. GIANI
Executive Director

BRENT N. BATEMAN
Lead Attorney, Office of the Property Rights Ombudsman

RECEIVED

MAR 13 2017

JONES WALDO
HOLBROOK & MCDONOUGH, PC

ADVISORY OPINION

Advisory Opinion Requested By: William A. Kershaw, Janet F. Kershaw, Liliana Ines Pienzi-Joseau, & Thomas L. Simpson

Local Government Entity: Park City

Type of Property: Residential

Date of this Advisory Opinion: March 7, 2017

Opinion Authored By: Jordan S. Cullimore
Office of the Property Rights Ombudsman

ISSUES

1. Whether the Park City Planning Department's August 7, 2015 Determination of Significance application was properly submitted and whether it expired before the Historic Preservation Board considered it;
2. Whether the property owners possess a vested right to demolish the residence at 569 Park Avenue;
3. Whether the Historic Preservation Board erroneously listed the 569 Park Avenue residence as a significant site on the Park City Historic Sites Inventory;
4. Whether Park City has effected a taking of private property without just compensation by denying the owners' demolition permit application and preventing the construction of two residences on the two lots at 569 Park Avenue.

SUMMARY OF ADVISORY OPINION

The Park City Planning Department's Determination of Significance application was properly submitted and did not expire prior to the Historic Preservation Board meeting in which it was considered.

Nevertheless, the property owners' demolition permit application is entitled to approval. The amended ordinance that went into effect on December 26, 2015, modifying historic site designation criteria, did not automatically designate the 569 Park Avenue residence to the Historic Sites Inventory. Since there was no longer a pending ordinance in place after the amended ordinance went into effect, the pending ordinance rule no longer prevented consideration of the property owners' demolition permit application. Therefore, on that date, the

demolition application vested and was entitled to approval. That fact that the City's Planning Department submitted a Determination of Significance application nominating the residence to the Historic Sites Inventory prior to the property owners' submittal of a demolition permit application does not act as an exception to the vesting rule.

REVIEW

A Request for an Advisory Opinion may be filed at any time prior to the rendering of a final decision by a local land use appeal authority under the provisions of UTAH CODE § 13-43-205. An advisory opinion is meant to provide an early review, before any duty to exhaust administrative remedies, of significant land use questions so that those involved in a land use application or other specific land use disputes can have an independent review of an issue. It is hoped that such a review can help the parties avoid litigation, resolve differences in a fair and neutral forum, and understand the relevant law. The decision is not binding, but, as explained at the end of this opinion, may have some effect on the long-term cost of resolving such issues in the courts.

A Request for an Advisory Opinion was received from William A. Kershaw, *et. al.*, on May 23, 2016. A copy of that request was sent via certified mail to Diane Foster, City Manager for Park City, at 445 Marsac Avenue, Park City, Utah. The City received the request on May 26, 2016.

EVIDENCE

The Ombudsman's Office reviewed the following relevant documents and information prior to completing this Advisory Opinion:

1. Request for an Advisory Opinion, with attachments, submitted by Wade Budge & Graham J. Gilbert, Attorneys for William A. Kershaw, *et. al.*, on May 23, 2016.
2. Supplemental Submission Letter submitted by Jordan Lee, Attorney for William A. Kershaw, *et. al.*, on August 16, 2016.
3. Response from Justin J. Keys, Attorney for Neighbors to the Property, received August 18, 2016.
4. Response from Polly Samuels McLean, Assistant City Attorney for Park City, received September 6, 2016.
5. Supplemental Response Email from Polly Samuels McLean, Assistant City Attorney for Park City, received Friday, October 7, 2016.

BACKGROUND

This dispute involves a residence located at 569 Park Avenue in Park City, Utah. The residence straddles lots 17 and 18 of Block 5, Amended Plat, Park City Survey. The original cross-wing structure was constructed sometime prior to 1889. That residence was either significantly remodeled or replaced in 1923 with a bungalow-style residence that now sits on roughly the same footprint as the original home. From 1923 until 1987, components of the residence, such as exterior materials, the porch, and the roof, were periodically updated and modified in ways that

materially altered the original look and form of the structure as a bungalow.¹ In 1978, the Utah State Historical Society evaluated the home as a historic structure and deemed it “Not Contributory” because, at that time, it was “a one-story frame with a gable roof, and aluminum siding.” The Society concluded that these “major” alterations disqualified the residence from historic status according to the Society’s evaluation criteria, “since the structure originally appeared as a framed bungalow with hip roof.”

Park City subsequently registered a National Historic District that included the home, and began a Historic Preservation Grant program. In 1987, the then-owner of the residence, Tim Lee, obtained a \$5,000 Historic Preservation Grant to perform renovations. According to Mr. Lee, the purpose of the grant was to restore some of the historic features of the home by “remov[ing] the 50’s aluminum siding and rebuild[ing] a sun porch and sloping front roof to match the old tax photos.” Letter from Justin J. Keys, dated August 18, 2016, Exhibit B. In restoring the roof to a hipped design², Mr. Lee requested that he be able to “keep a small part of the gable to allow for attic ventilation.” The Park City Planning Department accommodated the proposal on the condition that the original roof framing be left in place, which it was.

In 2008 or 2009, the residence was placed on the City’s Historic Site Inventory (the “HSI”) based on a reconnaissance level survey conducted by Preservation Solutions that concluded the home was a “significant site.” Subsequent to this listing the current owners (the “Families”) purchased the home. In 2010, the City’s Historic Preservation Board (the “HPB”), the administrative body tasked with designating sites to the HSI, reevaluated the structure under the City’s criteria for HSI designation and delisted the property.

In the spring of 2015, several Park City Historical Community stakeholders and neighbors (the “Neighbors”) learned that the residence, along with several other properties, had been delisted from the HSI. The Neighbors approached the Park City Planning Department about the delisting with concerns that the 2010 delisting hearing was not properly noticed. In addition, the Neighbors argued that the reasons for the delisting may have been based on inaccurate information and municipal code interpretations. The Neighbors subsequently raised these concerns with the City Council at a July 30, 2015 City Council meeting.

In response to the Neighbors’ concerns, the City Council scheduled an August 6, 2015 City Council meeting in which the HSI and standards and interpretations used to list and delist structures to the inventory were discussed. The Neighbors used this forum to express their concerns about the 569 Park Avenue residence and the circumstances under which it was delisted from the HSI. As a result of this meeting, the City Council expressed a desire to revisit standards in the City Code for listing and delisting properties on the HSI, and directed staff to initiate a pending ordinance. On the following day, August 7, 2015, the Planning Department published notice for an ordinance amendment entitled, “Ordinance Amending the Land Management Code Section 15, Chapter 11 and all Historic Zones to Expand the Historic Sites Inventory and Require Review by the Historic Preservation Board of Any Demolition Permit in a Historic District.”

¹ Specifically, the roof was modified from a hipped roof to a gabled roof, aluminum siding was added, and the porch was enclosed.

² The submitted documents present inconsistent accounts regarding when each of the improvements to the roof and porch were made. Regardless, the changes were completed by 1995, and the discrepancies do not affect our analysis.

Also on August 7, 2015, the Park City Planning Director submitted an application for a Determination of Significance (“DOS”) involving the 569 Park Avenue property. The intent of this application was to nominate the residence to the HSI. Between August 13 and December 17, 2015, the Historic Preservation Board and the Planning Commission each met several times to discuss and draft the pending ordinance. In the midst of these meetings, the property owner of 569 Park Avenue filed an application for a demolition permit to tear down the 569 Park Avenue residence on September 2, 2015. The City did not approve the permit at that time, citing the pending ordinance and the pending DOS application as reasons for delaying consideration.

On December 17, 2015, the City Council adopted Ordinance 15-53, amending the criteria the HPB must consider when determining whether to designate a site to the HSI. The effective date of the Ordinance was December 26, 2015. With the new criteria now in place, the Planning Department scheduled a DOS hearing for February 3, 2016 to consider the Planning Director’s DOS application involving the 569 Park Avenue property. This hearing was rescheduled to March 2, 2016 at the request of the attorney representing the Families.

On March 2, 2016, the HPB held a public hearing to consider the DOS application. During the hearing, the HPB issued findings that the 569 Park Avenue property met the new criteria for a “significant site” and designated the property to the HSI. The Families appealed this determination to the Board of Adjustment (the “BOA”) on March 14, 2016, and a hearing was scheduled for May 24, 2016. Prior to the BOA hearing, the Families submitted a Request for Advisory Opinion to this office on May 23, 2016 and the City and Families mutually agreed to postpone the BOA hearing until after our consideration.

The property owners, in their request for an advisory opinion, have asked us to examine the following questions:

1. Whether the Planning Department’s August 7, 2015 Determination of Significance application was properly filed and whether it expired 30 days after it was submitted;
2. Whether the property owners possess a vested right to demolish the residence at 569 Park Avenue;
3. Whether the HPB erroneously listed 569 Park Avenue as a significant site on the Park City Historic Site Inventory
4. Whether the City has effected a taking of private property without just compensation by denying the owners’ demolition permit and preventing the construction of two homes at 569 Park Avenue.

ANALYSIS

I. The Determination of Significance Application was Properly Submitted and Did Not Expire Prior to the March 2, 2016 Historic Preservation Board Hearing

The Families contend that the Planning Department’s DOS application was improperly filed and also expired prior to the March 2, 2016 Historic Preservation Board meeting in which it was considered. The Families assert that the application was improperly filed because Park City

Municipal Code only allows property owners or the City's Planning Department, and not third-parties, to nominate sites to the HSI. They conclude that because the Planning Department filed the application based on a request from neighbors of the 569 Park Avenue property, the application came from a third-party, and the City shouldn't have accepted the application.

Additionally, the Families assert that the application expired prior to the March 2, 2016 Historic Preservation Board meeting because the hearing was not held within 30 days of receipt of the application, as required by Park City Municipal Code § 15-11-10(B)(1).³ They assert that because the application expired, the Historic Preservation Board lacked authority to consider the application, and the Planning Department should have been required to submit a new application after 30 days from the original application date lapsed.

A. Rules of Ordinance Interpretation

This question concerns the proper interpretation of a City's ordinance. Courts apply established rules to determine the correct interpretation of a municipal ordinance. This begins with an analysis of the ordinance's plain language. *Carrier v. Salt Lake County*, 2004 UT 98, ¶ 30, 104 P.3d 1208. The primary goal of interpretation is "to give effect to the legislative intent, *as evidenced by the plain language*, in light of the purpose the statute was meant to achieve." *Foutz v. City of South Jordan*, 2004 UT 75, ¶ 11, 100 P.3d 1171 (emphasis added). "When the plain meaning of the statute can be discerned from its language, no other interpretive tools are needed." *Selman v. Box Elder County*, 2011 UT 18, ¶ 18, 251 P.3d 804.

Moreover, ordinances should be construed in a manner that renders all parts of the ordinance "relevant and meaningful," *Foutz*, 2004 UT 75, ¶ 11, 100 P.3d 1171, and a correct reading should not "impose an unreasonable and unworkable construction," *Miller v. Weaver*, 2003 UT 12, ¶19, 66 P.3d 592, or "render some part of a provision nonsensical or absurd." *Perrine v. Kennecott Mining Corp.*, 911 P.2d 1290, 1292 (Utah 1996).

Applying these interpretive rules, we conclude that the Planning Department's DOS application was properly submitted, and that it did not expire prior to the March 2, 2016 Historic Preservation Board meeting.

B. The Planning Department Properly Filed the Determination of Significance Application

First, the ordinance governing which parties may nominate a site to be listed on the HSI states that a property owner or "[t]he Planning Department may nominate a...Structure for listing in the Park City Historic Sites Inventory." PARK CITY MUNICIPAL CODE § 15-11-10(B). This provision gives the Planning Department express authority to nominate a structure to the Historic Sites Inventory. Since the Planning Director, who is the head of the Planning Department, submitted the DOS application, the application was legally and properly submitted pursuant to Park City Municipal Code requirements. It is immaterial that neighbors asked the Planning Department to

³ "Upon receiving a Complete Application for designation, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days." PARK CITY MUNICIPAL CODE § 15-11-10(B)(1).

designate the residence to the HSI. The Planning Department possessed independent authority to submit an application, and appropriately exercised its discretion to do so.

C. The Determination of Significance Application Did Not Expire Prior to the March 2, 2015 Historic Preservation Board Meeting

Second, the ordinance supporting the Families' proposition that the Planning Department's DOS application expired 30 days after it was submitted on August 7, 2015, states that "[u]pon receiving a Complete Application for designation, the Planning staff shall schedule a hearing before the Historic Preservation Board within thirty (30) days." PARK CITY MUNICIPAL CODE § 15-11-10(B)(1). The plain language of this provision does not express an expiration date for an application. It simply states that City staff has an affirmative duty to schedule the application for a hearing within 30 days of submission, presumably to avoid delays.

The fact that the Planning Department failed to schedule a hearing within 30 days, presumably for reasons related to the pending ordinance under consideration, does not mean the application expired. Such an interpretation would be unfair to applicants, and would result in an unreasonable and nonsensical construction and result. A local government should not possess the ability to cause a development application to expire due to its own inaction. In this case, the rule is designed to protect applicants from delays. As long as the applicant acquiesces to postponing a hearing beyond the 30 day limit, such an extension is appropriate. Under the current ordinance, it makes no difference whether the applicant is a private property owner or a government entity. Accordingly, we conclude that because the plain language of the ordinance does not expressly establish an expiration date for a Determination of Significance application, there isn't one.⁴

II. The Families Obtained a Vested Right to Demolish the Existing Home at 569 Park Avenue When the Amended Ordinance Went Into Effect on December 26, 2015

A. The Families' Demolition Permit Application was Entitled to Approval

The Families next argue that the demolition permit application they submitted on September 2, 2015 was entitled to approval when the amended ordinance went into effect on December 26, 2015. They contend that because the amended ordinance did not automatically designate the residence to the HSI, nothing should have prevented their application from receiving approval. The Utah Land Use, Development, and Management Act ("LUDMA") provides that "[a]n applicant is entitled to approval of a land use application if the application conforms to the requirements of the municipality's...applicable land use ordinance in effect when a complete application is submitted and all application fees have been paid...." UTAH CODE § 10-9a-509(1)(a)(ii). This is known in Utah as the "vesting rule."

⁴ This interpretation is further supported by PARK CITY MUNICIPAL CODE § 14-1-14, which contains the only provision cited by the parties addressing when an application may be terminated. This provision gives the Planning Director discretion to terminate *inactive* applications. There is no evidence that the Planning Director terminated the application in this case. To the contrary, the Planning Director kept the application active through March 2, 2016, evidenced by the fact that the application was considered at the HPB meeting.

Accordingly, if the existing local ordinances allow the activity proposed by the application when a permit application is submitted, the applicant is entitled to have his or her permit reviewed and approved under that ordinance.

State law articulates two exceptions to the vesting rule. The first exception states that an application is not entitled to approval under the provisions of a current ordinance if “the land use authority, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application.” UTAH CODE § 10-9a-509(1)(a)(ii)(A).⁵ The second exception states that an application is not entitled to approval if “in the manner provided by local ordinance and before the application is submitted, the municipality has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted.” UTAH CODE § 10-9a-509(1)(a)(ii)(B).

The City and the Neighbors argue that while the property was not listed on the HSI when the Families submitted their demolition application on September 2, 2015, the City had nonetheless “formally initiated proceedings to amend its ordinance in a manner that would prohibit approval of the application as submitted.” *Id.* Specifically, the City and Neighbors argue that the City initiated proceedings to amend its ordinance in the applicable manner no later than August 8, 2015⁶, nearly a month before the Families submitted their demolition permit application.

The Families, in response to this claim, concede that consideration of their demolition permit application was postponed by the pending ordinance, and that their application was subject to the resulting amended ordinance passed on December 17, 2015. However, they contend that even after the amended ordinance went into effect on December 26, 2015, their permit was entitled to approval because the amended ordinance, at the time of passage, did not designate their residence to the HSI.

We conclude that, as long as the demolition permit application was complete and complied with all other local requirements related to non-HSI residences, the Families’ demolition permit application became entitled to approval after enactment of the amended ordinance. The amended ordinance did not designate the 569 Park Avenue residence to the HSI, it simply broadened the criteria for inclusion of a site on the HSI. The 569 Park Avenue residence had previously been delisted from the HSI by the HPB. The HPB had not considered the DOS application under the new ordinance to designate the residence to the HSI. Thus, as of December 26, 2015, the 569 Park Avenue residence was not listed on the HSI. Since the pending ordinance rule no longer

⁵ The Neighbors argue that the first listed exception involving a compelling, countervailing public interest applies to this case because “the record and Park City [Land Management Code] make clear that preservation of Park City’s historic homes is a compelling public interest.” They support this argument by citing Goal 15 of the Land Management Code addressing preservation of historic resources for future generations. However, this “public interest” exception only applies when, in this case, the land use authority reviewing the demolition permit finds, *on the record*, that approving the application would jeopardize a compelling, countervailing public interest. *See* UTAH CODE § 10-9a-509(1)(a)(ii)(A). None of the parties have presented evidence that the land use authority in this case has made such a finding on the record. As will be made evident below, it appears that the correct land use authority has yet to review the demolition permit application since the Historic Preservation Board does not have authority to review demolition permit applications for structures not listed on the HSI. Consequently, we decline to further address the argument at this time.

⁶ The Families do not dispute this date as the initiation date of the pending ordinance.

allowed the City to postpone consideration of the demolition permit application, the demolition application vested, obligating the City to approve it.

B. The City's DOS Application Did Not Prevent Consideration of the Families' Demolition Permit Application Once the Pending Ordinance Rule No Longer Applied

The City and the Neighbors maintain that because the Planning Department submitted its DOS application before the Families submitted their demolition permit application, the DOS application became a “vested pending application” entitled to review *prior to* consideration of the Families’ demolition permit application. They assert that the demolition permit application wasn’t entitled to review until after the HPB considered the DOS application and designated it to the HSI. In other words, they argue that the demolition permit application was not entitled to approval because the DOS application, having vested first, eliminates the vesting of the second.

This argument misapplies the pending ordinance rule. A Determination of Significance application seeks an administrative determination, as opposed to a legislative enactment such as a municipal ordinance. This type of administrative application does not create rights or obligations relative to other pending administrative applications, such as demolition permit applications. In other words, a pending application is not a pending ordinance, and thus the pending ordinance rule does not apply. We are unaware of any authority that would establish this “first in time, first in right” principle the City and Neighbors assert regarding administrative applications. Moreover, neither the City nor the Neighbors have directed us to any statute, local ordinance, or case law entitling the DOS application to review prior to consideration of the demolition permit application.

Moreover, assuming that the City’s DOS application is eligible for vesting, it can vest only in the same sense that any other administrative application vests—it is entitled review under the ordinance in effect at the time of application. At the time of the DOS application, the 569 Park Avenue residence was not listed on the HSI, nor does it appear it was eligible for listing on the HSI.

The City asserts that “[i]t would be absurd to require the City to ignore a vested DOS application and allow the demolition permit to be processed and the destruction of the house while the status of the house was still pending.” To the contrary, the status of the residence was clear following the effective date⁷ of the amended ordinance: it was not listed on the HSI because the HPB had not yet designated it to the HSI. The fact that there was an in-process application requesting a determination of the structure’s historic significance does not affect the Families’ vested right to approval of their demolition application under UTAH CODE § 10-9a-509(1)(a).

III. The Remaining Issues the Families Have Raised are Moot

Because we conclude that the Families are entitled to approval of their demolition permit application, there is no need to address the additional questions of whether the 569 Park Avenue residence was properly designated to the HSI, or whether designation of the residence to the HSI

⁷ The effective date of the amended ordinance was December 26, 2015.

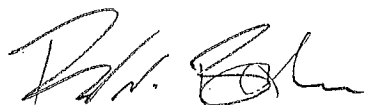
would constitute a taking of private property without just compensation under the US and Utah Constitutions. The Families may certainly choose to forego demolition of the residence and voluntarily comply with the regulations imposed by the HSI and associated provisions, but because they are entitled to approval of their demolition permit application, they are not obligated to do so.

CONCLUSION

The Park City Planning Department's Determination of Significance application was properly submitted and did not expire prior to the Historic Preservation Board meeting in which it was considered.

Nevertheless, the property owners' demolition permit application is entitled to approval because the amended ordinance that went into effect on December 26, 2015, modifying historic site designation criteria, did not automatically designate the 569 Park Avenue residence to the HSI. Since there was no longer a pending ordinance in place after the amended ordinance went into effect, the pending ordinance rule no longer prevented consideration of the Families' demolition permit application and the application was entitled to approval. That fact that the City's Planning Department submitted a Determination of Significance application nominating the residence to the Historic Sites Inventory prior to the Families' submittal of a demolition permit application does not legally postpone consideration of the demolition permit application.

The City's Determination of Significance application vested only in the sense that it, like the demolition permit application, was entitled to be reviewed under the standards articulated in the amended ordinance. The City's Determination of Significance application had no binding effect or priority status relative to the Families' demolition permit application.



Brent N. Bateman, Lead Attorney
Office of the Property Rights Ombudsman

NOTE:

This is an advisory opinion as defined in § 13-43-205 of the Utah Code. It does not constitute legal advice, and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter, and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

The Advisory Opinion process is an alternative dispute resolution process. Advisory Opinions are intended to assist parties to resolve disputes and avoid litigation. All of the statutory procedures in place for Advisory Opinions, as well as the internal policies of the Office of the Property Rights Ombudsman, are designed to maximize the opportunity to resolve disputes in a friendly and mutually beneficial manner. The Advisory Opinion attorney fees provisions, found in Utah Code § 13-43-206, are also designed to encourage dispute resolution. By statute they are awarded in very narrow circumstances, and even if those circumstances are met, the judge maintains discretion regarding whether to award them.

MAILING CERTIFICATE

Section 13-43-206(10)(b) of the Utah Code requires delivery of the attached advisory opinion to the government entity involved in this matter in a manner that complies with Utah Code Ann. § 63-30d-401 (Notices Filed Under the Governmental Immunity Act).

These provisions of state code require that the advisory opinion be delivered to the agent designated by the governmental entity to receive notices on behalf of the governmental entity in the Governmental Immunity Act database maintained by the Utah State Department of Commerce, Division of Corporations and Commercial Code, and to the address shown is as designated in that database.

The person and address designated in the Governmental Immunity Act database is as follows:

Diane Foster
City Manager, Park City
445 Marsac Avenue
Park City, UT 84060

On this 8th Day of March, 2017, I caused the attached Advisory Opinion to be delivered to the governmental office by delivering the same to the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the person shown above.



Office of the Property Rights Ombudsman