



**PARK CITY PLANNING DEPARTMENT ADMINISTRATIVE HEARINGS MEETING
SUMMIT COUNTY, UTAH
August 5, 2021**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its Planning Department Administrative Hearings at the www.parkcity.org 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, August 5, 2021. To participate virtually, follow the public meeting information at www.parkcity.org.

Regular Agenda

8945 Marsac Avenue Unit D – Administrative Conditional Use Permit – The Applicant Proposed Building a New Single-Family Dwelling on a Vacant Lot in the Residential Development (RD) Zoning District. PL-21-04855 (A) Public Hearing; (B) Action
[Staff Report](#)

[Exhibit A: Draft Final Action Letter](#)

[Attachment 3: Fire Protection Plan](#)

[Exhibit B: Moonshadow Condominiums Subdivision](#)

[Exhibit C: Village at Empire Pass North Subdivision](#)

[Exhibit D: 2007 Amended Flagstaff Development Agreement](#)

[Exhibit E: Village at Empire Pass MPD](#)

75 Thaynes Canyon Drive - Administrative Conditional Use Permit - The Applicant Proposes Maintaining a Golf Net in the Rear Setbacks That Exceeds Six Feet (6') in Height in the Single Family Zoning District. PL-21-04860
(A) Public Hearing; (B) Action

[Staff Report](#)

[Exhibit A: Draft Final Action Letter](#)

[Exhibit B: Site Plan](#)

[Exhibit C: Statement from Property Owner](#)

[Exhibit D: The Shackelford Subdivision Replat](#)

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. Public comments can 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 participating virtually and to listen live, please go to www.parkcity.org.

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

Administrative Conditional Use Permit Staff Report



Subject: 8945 Marsac Drive, Unit D
Moonshadow Condominiums
Application: PL-21-04855
Author: Browne Sebright
Date: August 5, 2021
Type of Item: Administrative CUP for Issuance of a Building Permit

Recommendation

Staff recommends the Planning Director (I) review the proposal to construct a new Single-Family Dwelling on a vacant lot in the Moonshadow Condominiums that includes a retaining wall within the Front Setback that exceeds four feet in height, (II) conduct a public hearing, and (III) consider approving the Administrative Conditional Use Permit subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Alliance Engineering
Location: 8945 Marsac Avenue Unit D
Zoning District: Residential Development (RD)
Adjacent Land Uses: Open Space, Multi-Unit Dwellings
Reason for Review: The Moonshadow Condominium Plat Note No. 2 requires an Administrative Conditional Use Permit approval for each Single-Family Dwelling

Acronyms

ACUP Administrative Conditional Use Permit
CUP Conditional Use Permit
LMC Land Management Code
RD Residential Development
ROS Recreation Open Space
VED MPD Village at Empire Pass Master Planned Development

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

Background

On July 19, 2021, the Planning Department deemed an Administrative Conditional Use Permit to construct a Single-Family Dwelling at 8945 Marsac Drive Unit D in the Moonshadow Condominiums, complete. The property is in the Residential Development and Recreation Open Space Zoning Districts, the Village at Empire Pass Master Planned Development (VED MPD), and the Flagstaff Annexation Area.

The Moonshadow Condominiums (Exhibit B) contain eight (8) PUD-style units with

access from Moon Shadow Court, a private street located off Marsac Avenue. The Moonshadow Condominiums are located on Lot 1 of the Village at Empire Pass North Subdivision (Exhibit C). The 2007 Amended Flagstaff Development Agreement describes PUD-style units as “clustered, detached, single-family or duplex units with common open space and coordinated architecture.”

On June 15, 2017, the Village at Empire Pass North Subdivision plat was approved by the City Council ([Ordinance No. 2017-30](#)). The plat created a lot of record (Lot 1) for future development of the subject property, aka the “Horseshoe Parcel” located on the north side of Marsac Avenue, consistent with the VEP MPD (Exhibit E).

On October 23, 2018, the City Council adopted [Ordinance No. 2018-54](#), approving the Moonshadow Condominiums Plat. Condition of Approval 7 requires an Administrative Conditional Use Permit for each of the eight PUD-style units but notes that the approval may be combined. The Moonshadow Condominiums Plat Note 2 reflects this Condition of Approval and outlines the requirements for an Administrative Conditional Use Permit (ACUP) prior to building permit issuance for each PUD-style unit.

Analysis

(I) The proposal to construct a new Single-Family Dwelling complies with the Residential Development (RD) Zoning District requirements outlined in LMC [15-2.13-3](#).

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

The table below outlines the Lot and Site requirements for the RD Zoning District:

	Development Agreement Requirement	Analysis of Proposal
Height	28' (+5' for roofs pitched 4:12 or greater), per RD Zoning District.	Complies – The proposed roof is 28 feet high.
Front Setback	15' front, 20' to front-facing garage per the Plat Note #9. Property line is the back of the street gutter, consistent with all private streets at Empire Pass.	Complies - Condition of Approval 3 The proposed retaining wall in the Front Setback is six feet (6') in height and is subject to approval by the Planning Director and the City Engineer (LMC 15-4-2 (1)).
Rear Setback	0', per Plat Note #9	Complies – Plat Note 9 stipulates that the rear yard setback is coincident with the RD/ROZ Zone line for all units. Staff has determined that per

		the Plat Notes, the proposed design meets this requirement by limiting the development of structures from encroaching over the RD/ROS Zoning District boundary. All construction of units shall be restricted to the RD zoned portion.
Side Setbacks	12' between structures within the Subdivision, 12' to the side Lot Lines of the Subdivision, per the MPD.	Complies – Within the Moonshadow Condominium Subdivision, buildings must maintain a minimum distance of twelve (12) feet from other buildings. For units of the Subdivision that abut the Subdivision Lot Lines, the buildings must maintain a minimum side setback of twelve (12) feet. Unit D does not abut the side Lot Lines of the Subdivision and is only required to maintain 12' separation to neighboring buildings within Moonshadow Condominiums.
Parking	Two spaces provided per unit, per RD Zoning District.	Complies – Two parking spaces are provided in an attached garage.
Total Floor Area	7,750 sq.ft. total floor area per unit. Excluding 600 sq.ft. of garage area, per Plat Note #5.	Complies – The Total Floor Area of this proposal, including the garage, is 6,928.4 square feet.

(II) The proposal complies with the requirements for the Residential Development (RD) Zoning District outlined in LMC [15-2.13-3](#) and the Sensitive Lands Overlay District (SLO) Requirements outlined in LMC [15-2.21-1](#).

Requirement	Analysis of Proposal
Architectural Review LMC § 15-2.13-5	Landscaping - Complies The proposed landscape plan shows the extent of existing vegetation to be preserved, including the addition of aspen plants to restore the forest edge at the ROS zoning boundary. The proposed plan also shows all other vegetation proposed and indicates that there will be three types of irrigation systems (drip, Netafim, and pop-up spray heads) which will be designed and built by a contractor.

Vegetation Protection LMC § 15-2.13-10	<p>Complies</p> <p>Development plans must show Significant Vegetation within twenty feet (20') of a proposed Development. LMC Section 15-15-1 defines Significant Vegetation as all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.</p>
Sensitive Lands Overlay LMC § 15-2.21-3	<p>Complies</p> <p>A Sensitive Lands Analysis was submitted and approved in conjunction with the Moonshadow Condominiums Subdivision Plat. The proposed development is consistent with the approved Sensitive Lands Analysis.</p>

(III) The proposal complies with the Conditions of Approval outlined in Ordinance No. 2018-54 approving the Moonshadow Condominiums.

[Ordinance No. 2018-54](#) outlines specific Conditions of Approval required for individual Single-Family Dwelling development within the Moonshadow Condominiums, outlined below:

Building designs are subject to review by the Empire Pass Design Review Board (Ordinance No. 2018-54 Condition of Approval 12).

On August, 2021, the Empire Pass Design Review Board approved the proposed Single-Family Dwelling. Condition of Approval 6 requires the Applicant to submit a copy of the Design Review Board approval

A Fire protection plan is a submittal requirement for each building permit and shall include fire protection in the form of residential sprinklers and landscaping that complies with Urban Wildland Interface requirements of the Park City Building Department at the time of building permit issuance.

Per LMC 11-21-2, the Moonshadow Condominiums subdivision is subject to the Utah Wildland-Urban Interface Code. The Applicant’s submittal includes a Fire Protection Plan that describes the fire break around the proposed building, the proposed vegetation, a smart irrigation system, and the proposed limits of disturbance. Condition of Approval 9 requires development of the site to comply with the Wildland-Urban Interface Code.

The Applicant shall submit a condominium plat amendment memorializing private, common, and limited common area of each unit prior to issuance of a certificate of occupancy (Ordinance No. 2018-54 Condition of Approval 9 and the Moonshadow

Condominiums Plat Note 3).

Condition of Approval 4 requires the Applicant to submit a condominium plat amendment application, plat amendment approval, and recordation of the plat amendment prior to City issuance of a certificate of occupancy.

The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended (Ordinance No. 2018-54 Condition of Approval 37).

All Conditions of Approval of the Flagstaff Mountain Development Agreement continue to apply, as noted in Condition of Approval 7.

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

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

The Planning Department will evaluate all proposed Conditional Uses and may recommend conditions of approval to preserve the character of the zone, and to mitigate potential adverse effects of the Conditional Use. A Conditional Use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. LMC [§ 15-1-10](#).

CUP Review Criteria	Analysis of Proposal
Size and Location of the Site	No Required Mitigation: This is an existing Site that meets all size and location requirements of the Plat Notes of the Empire Pass North Subdivision, the Empire Village MPD, and the Land Management Code.
Traffic	Not Applicable
Utility Capacity, Including Storm Water Run-off	No Required Mitigation: The Site’s run-off will be mitigated as outlined in the stormwater management plan. No concerns were identified by the Development Review Committee.
Emergency Vehicle Access	No Required Mitigation: Access will remain the same, with one access point to Marsac Avenue. Park City Fire District has reviewed the plans and has no concerns.
Location and Amount of off-Street Parking	No Required Mitigation: This development proposes 2 off-street parking spaces. Per LMC § 15-3-6(E), the Applicant is required to provide 2

	parking spaces.
Internal Vehicular and Pedestrian Circulation System	Not Applicable
Fencing, Screening, and Landscaping to Separate the Use from Adjoining Uses	<p>The Applicant proposes landscaping around the building for screening. Staff will review the landscape plan at the Building Permit application phase.</p> <p>Condition of Approval 13 of the Ordinance No. 2018-54 approving the Moonshadow Condominiums requires a water-efficient irrigation system, drought tolerant plants, limited turf, and an arborist report identifying trees and the general condition of any trees located outside of the building pad that are proposed to be removed.</p> <p>Condition of Approval 3: The Applicant proposes a retaining wall in the Front Setback that requires the following Conditions of Approval subject to LMC Section 15-4-2 outlining retaining wall regulations. Landscaping shall be incorporated into the design of the retaining wall and shall extend its entire length. The retaining wall shall be designed with sufficient undulation to provide visual relief and shall meander for the entire length. Within Front Setback Areas the retaining wall may not be constructed to interfere with required sight distance and may not obstruct driver's line of sight from Streets and roads.</p>
Building mass, bulk, and orientation, and the location of Buildings on the Site, Including Orientation to Buildings on Adjoining Lots	No Required Mitigation: The proposed massing is consistent with the requirements of the Plat Notes of the Village at Empire Pass North Subdivision, the VEP MPD, and the Land Management Code.
Useable Open Space	Condition of Approval 4: the proposed development maintains the Recreation Open Space (ROS) Zoning area behind the development pad, including a 15' wide public recreational trail easement. The Moonshadow Condominiums Plat Note 18 reflects this Condition of Approval and requires subsequent Condominium Plat Amendments to retain the trail easements.
Signs and Lighting	Condition of Approval 5: No signs are proposed or approved with this application.

	All lighting must comply with LMC 15-5-5 (J) Outdoor Lighting . Outdoor Lighting shall be Fully Shielded, and Outdoor Lighting shall not exceed 3,000 degrees Kelvin.
Physical Design and Compatibility with Surrounding Structures in Mass, Scale, Style, Design, and Architectural Detailing	No Required Mitigation: The applicant submitted Architectural Design Guidelines for the Moonshadow Condominiums that shows that the proposed design is consistent with the unified architectural character of the subdivision, as well as showing consistency with the Empire Pass Design Guidelines.
Noise, Vibration, Odors, Stream, or Other Mechanical Factors that Might Affect People and Property Off-Site	Not Applicable
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	No Required Mitigation: Trash screening will be provided by site landscaping and the proposed retaining wall.
Expected Ownership and Management	No Required Mitigation: The expected ownership is a standard condominium arrangement, with ownership of Private Area and Common Areas managed by the Empire Pass Master Owners Association.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	No Required Mitigation: A Sensitive Lands Analysis was submitted and approved in conjunction with the Moonshadow Condominiums Plat. The proposed development is consistent with the approved Sensitive Lands Analysis.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan; However, Such Review for Consistency Shall Not Alone be Binding.	No Required Mitigation: The proposed Use of the Site is consistent with the Small Town and Natural Setting Goals of the General Plan.

Department Review

The Development Review Committee, and Planning, Engineering, and Legal Departments reviewed this application. Condition of Approval 8 stipulates that all excavated materials must be kept on site during the Project infrastructure and construction phases, as described in the 2007 Amended Flagstaff Development

Agreement (2.10.4.2).

Notice

Staff published notice on the City's website and posted notice to the property on July 21, 2021. Staff mailed courtesy notice to property owners within 300 feet on July 21, 2021. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The Planning Director or their designee may approve the Administrative CUP,
- The Planning Director or their designee may deny the Administrative CUP and direct staff to make Findings for the denial; or
- The Planning Director or their designee may request additional information and continue the discussion to August 12, 2021.

Exhibits

Exhibit A: Draft Final Action Letter

Attachment 1 – Findings of Fact, Conclusions of Law, and Conditions of Approval.

Attachment 2 – Approved Plans

Attachment 3 – Fire Protection Plan

Exhibit B: Moonshadow Condominiums Subdivision

Exhibit C: Village at Empire Pass North Subdivision

Exhibit D: 2007 Amended Flagstaff Development Agreement

Exhibit E: Village at Empire Pass MPD



PLANNING DEPARTMENT

August 5, 2021

Dennis and Marcia Seremet, Alliance Engineering
2700 N. Ocean Dr. Apt 2104A
Singer Island, FL 33404

NOTICE OF PLANNING DEPARTMENT ACTION

<u>Application #</u>	PL-21-04855
<u>Address</u>	8945 Marsac Drive, Unit D
<u>Description</u>	The Applicant Proposes a new Single-Family Dwelling.
<u>Action Taken</u>	Approved with Conditions
<u>Date of Action</u>	August 5, 2021

On August 5, 2021, the Park City Planning Department Staff conducted a public hearing and approved your Administrative Conditional Use Permit (ACUP) for a Single-Family Dwelling in the Residential Development (RD) Zoning District.

Findings of Fact:

1. The property is located at 8945 Marsac Avenue, Moonshadow Condominiums Subdivision Plat.
2. The property is in the Residential Development (RD) Zoning District.
3. An Administrative Conditional Use Permit (ACUP) is required per the Plat Notes of the Moonshadow Condominiums Subdivision Plat.
4. On October 23, 2018, the Moon Shadow Condominiums plat for eight (8) units and a private cul-de-sac, located at 8945 Marsac Avenue on the 6.77 acre Lot 1 of the Village at Empire Pass North Subdivision, was approved by City Council.
5. Lot 1 is located in the RD-MPD and ROS-MPD zoning districts.
6. Unit D contains 0.25 acres and is located in the RD-MPD zoning district.
7. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Agreement was amended in 2007. The Amended Agreement is the equivalent of a Large-Scale Master Plan and sets forth maximum densities, location of densities, and developer-offered amenities, requirements and obligations.

8. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass that identified the area of this proposed plat for multi-family condominium units, subject to density limitations of the Amended Flagstaff Development Agreement.
9. On June 15, 2017, the City Council approved the Village at Empire Pass North Subdivision creating four lots of record. Lot 1, the subject lot of this condominium plat, is 6.77 acres in area, and sufficient in size to cluster the proposed eight PUD style units accessing a private cul-de-sac.
10. On October 23, 2018, the Moonshadow Condominiums Subdivision plat was approved by City Council.
11. Only RD zoned portions of the property are designated as private area and no units are allowed to be constructed in the ROS zoned portions.
12. The private cul-de-sac has access to Marsac Avenue (aka SR 224) and the applicant has obtained a conditional access permit and encroachment permit from UDOT for a secondary access for construction of the private street. The private cul-de-sac, to be known as Moon Shadow Court, is designed with the Fire District required total width of thirty feet (30') (roadway plus 24" roll gutters on both sides) as well as the required cul-de-sac diameter of ninety-six (96') feet.
13. At the time of final construction and re-platting, all floor area including basement area and garage space greater than 600 square feet, will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement.
14. Applicant submitted Architectural Design Guidelines for the Moon Shadow Condominiums that reflect a unified architectural character, as well as consistency with the Empire Pass Design Guidelines.
15. The PUD style units are subject to all requirements of the 2007 Amended Flagstaff Development Agreement.
16. The PUD concept is similar to the Nakoma Condominium PUDs which are predominately second homes. Only one permanent entrance to Marsac has been approved by UDOT.
17. The proposed development is consistent with the approved VEP MPD, the Village at Empire Pass North subdivision and the Amended Flagstaff Development Agreement.
18. Two parking spaces are required for each unit.
19. Maximum Building Height in the RD District is 28' (33' allowed with a minimum 4:12 pitched roof).
20. Fifteen foot (15') front setbacks (20' to the front of the garage) are proposed to cluster units closer to the private street in order to decrease cut and fill, decrease driveway area, increase the separation from areas of 40% and greater slope, and to protect additional existing vegetation. Building pads are located a minimum of 10' from slopes 40% and greater, with the exception of topographic slope

anomalies located on units A and D that are under the minimum threshold measurements of 25' rise and 50' run.

21. The MPD requires Construction Mitigation Plans to be submitted with each ACUP and building permit addressing all requirements of the Amended Agreement and Technical Reports.
22. Additional Recreational Trail Easements will be provided outside of those identified in the existing Flagstaff Development Agreement. Easements for both existing trails and a proposed new trail identified in Exhibit M of the Staff Report.
23. On July 21, 2021, courtesy notices were mailed to property owner within 300 feet. On July 21, 2021, noticed was published on the City's website and placed

Conclusions of Law:

1. The proposed Single-Family Home is consistent with the Plat Notes of the Empire Pass North Subdivision, the Empire Village MPD, and the Park City Land Management Code including Conditional Use Permits,¹ Uses,² and Lot and Site Requirements³.
2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, mass, and circulation.
3. As conditioned, the Use is consistent with the Park City General Plan.
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard Conditions of Approval applying to this Administrative Conditional Use Permit Criteria.
 - a. The Conditions of Approval apply to the Site overall.
 - b. All Standard Conditions of Approval as shown below apply to the building and all the Uses identified in the Permit.
 - i. The Site Owner of this Use are responsible for compliance with all Conditions of Approval.
 - ii. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions included herein. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to the Land Management Code; International Building, Fire, and related Codes; ADA compliance; the Park City Design Standards, Construction Specifications, and Standard Drawings, including any required snow storage easements; and any other

¹ [LMC 15-1-10](#)

² [LMC 15-2.18-2\(B\)\(19\)](#)

³ [LMC 15-2.18-3](#)

standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.

- iii. A Building Permit shall be secured for any new construction or modifications to structures authorized by this permit.
 - iv. All construction shall be completed according to the approved plans on which Building Permits are issued. Approved plans include all Site improvements shown on the approved Site Plan.
 - v. All modifications to plans as specified by Conditions of Approval and all final design details, such as materials, dimensions, and exterior lighting shall be submitted to and approved by the Planning Department to issuance of any Building Permits.
 - vi. Permits and approvals terminate upon the expiration of the approval as defined in the Land Management Code, or upon termination of the Permit.
 - vii. No Signs, permanent or temporary, may be constructed on a Site or building without a Sign Permit, approved by the Planning and Building Departments.
 - viii. All exterior lights must be in conformance with the applicable Lighting section on the Land Management Code and the Dark Skies Ordinance. Prior to installation, exterior lights shall be reviewed by the Planning Department. Lighting shall be down directed and shielded.⁴
 - ix. Any violation of any City Ordinance or pertinent Code may result in criminal and/or civil action in accordance with Park City Administrative Code Enforcement Program. This process may include revoking of any Business License, Conditional Use Permit, or other City approval after a hearing in accordance with the applicable Ordinance, or if a hearing is no provided for, a show cause hearing before the Planning Commission.
2. The Site shall comply with Municipal Code Chapter 6-3, Noise. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas for this Site shall remain subject to Park City [Noise Ordinance Code 6-3-9](#).

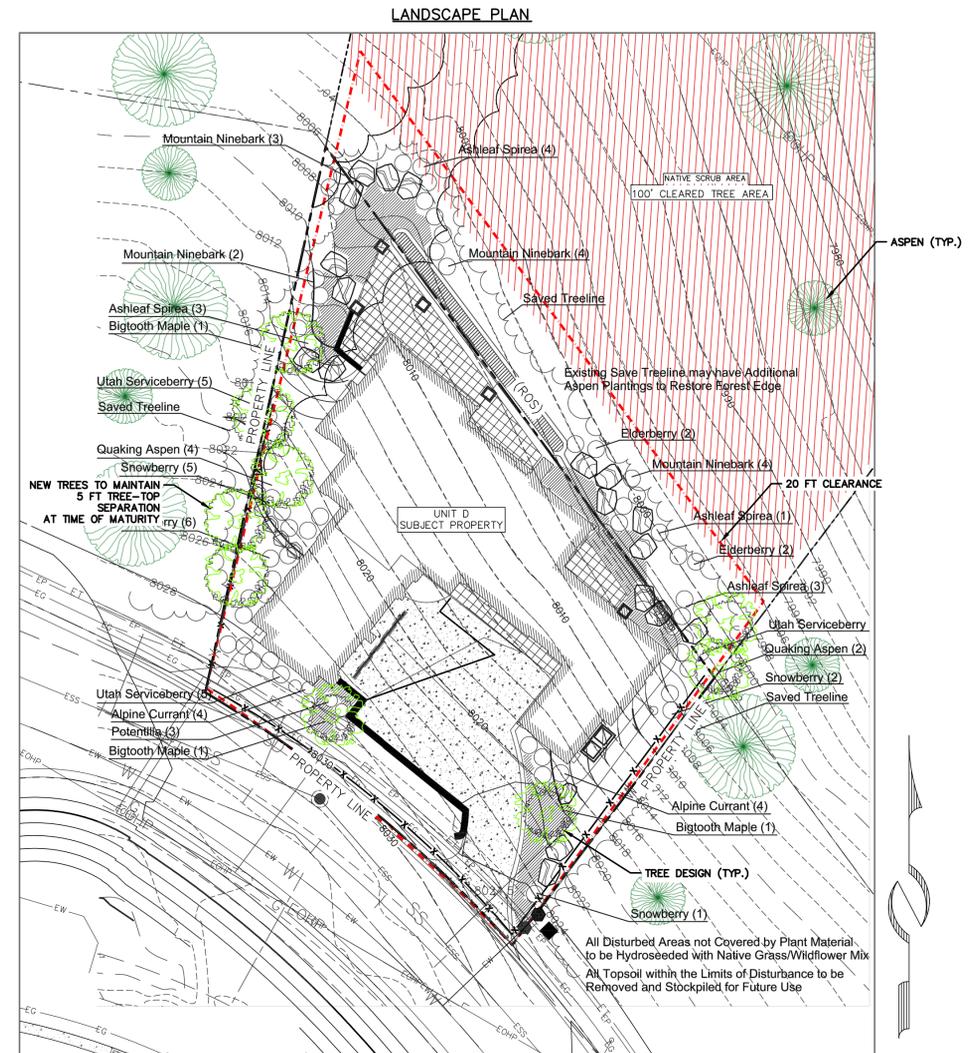
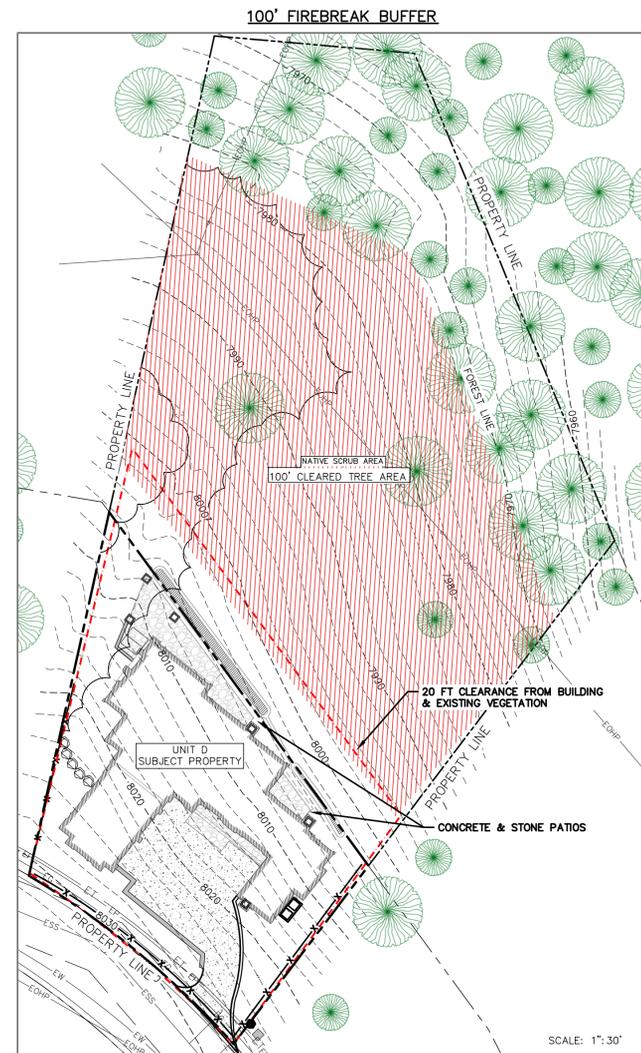
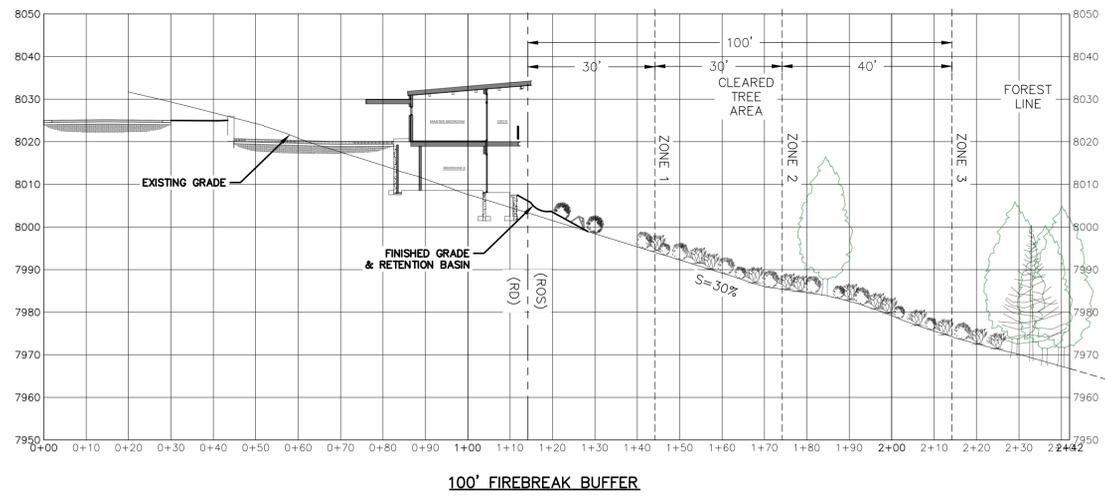
This constitutes Final Action by the Planning Director in accordance with Land Management Code [§ 15-1-11\(D\)](#).

⁴ LMC [§ 15-5-5\(J\)](#)

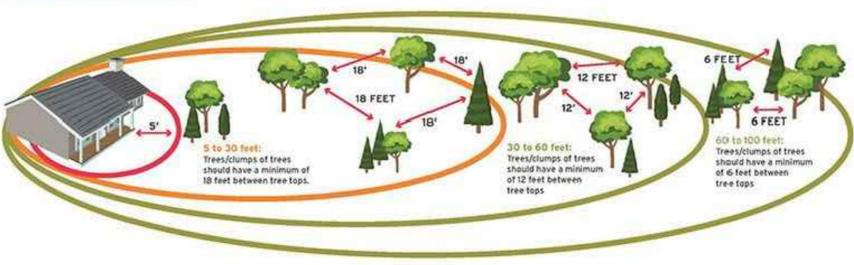
If you have any questions regarding this approval, please contact the project planner at (435) 615-5065 or browne.sebright@gmail.com.

Sincerely,

Gretchen Millikin,
Planning Director
CC: Browne Sebright, Planner II



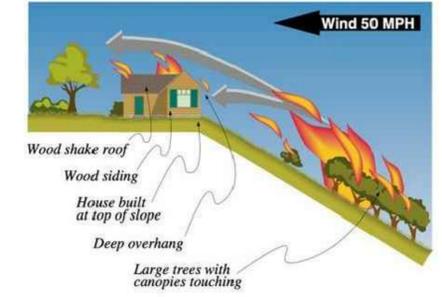
TREE SPACING



NOTES:

1. LANDSCAPE DESIGN BY OTHERS. SEE PLANS FOR MORE DETAILS.
2. A TREE CLEARING OF 100 FT WAS PERFORMED FOR THE PREVENTION OF POTENTIAL WILDFIRES.
3. TREE CLEARING INFORMATION WAS OBTAINED FROM GOOGLE SATELLITE IMAGERY FROM 9/11/20 AS WELL AS ON-SITE VISITS.
4. CONTACT CONTRACTOR FOR IRRIGATION DESIGN.

Dangerous materials and conditions for sloped sites



FIRE-RESISTANT LANDSCAPE REQUIREMENTS:

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



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

STAFF:
MICHAEL DEMKOWICZ
DUSTIN CARRISH
JACOB BETZER
DATE: 8/4/21

**MOONSHADOW, UNIT D
FIRE PREVENTION PLAN**
FOR: DENNIS SEREMET
JOB NO.: 18-4-21
FILE: X:\Empire\dwg\Storied Development\projects-moonshadow\Unit D\civil-vpns-lot d.dwg

SHEET
1
OF
1

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 by the laws of the State of Utah...



BOUNDARY DESCRIPTION

Lot 1, VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Storied Deer Valley, LLC, a Delaware limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as Moonshadow Condominiums, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this 21st day of May 2019.

Storied Deer Valley, LLC, a Delaware limited liability company. By: Mark Enderle, Chief Executive Officer.

ACKNOWLEDGEMENT

State of Utah, County of Wasatch. On this 21st day of May 2019, Mark Enderle personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence...

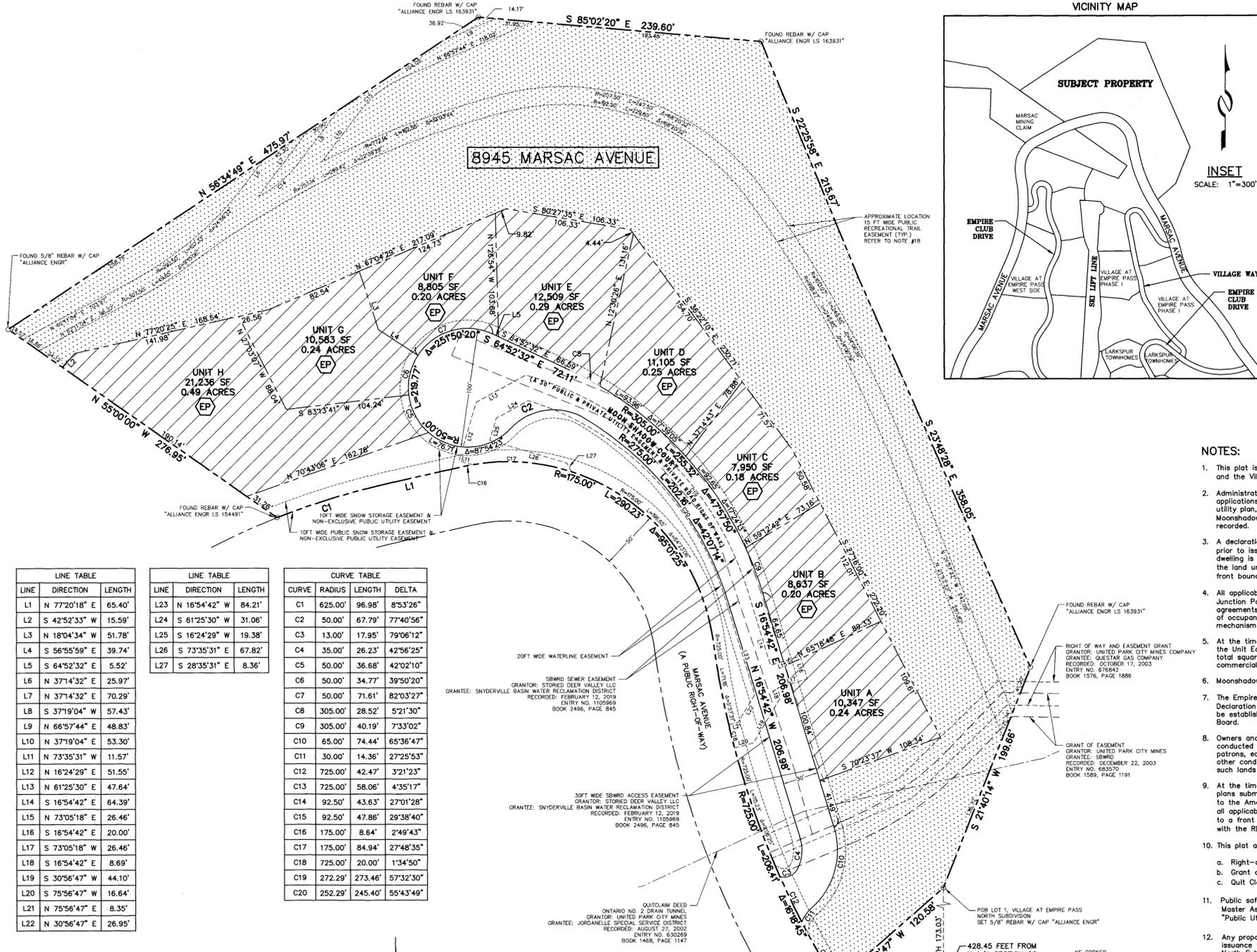
Notary Public for Utah, Lorrie J. Hoggan, Commission No. 700445, My Commission Expires On May 16, 2022.



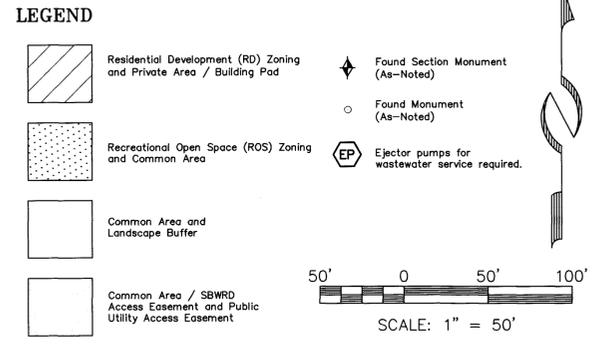
NOTES:

- 1. This plat is subject to the Conditions of Approval in Ordinance 2018-54. The conditions of approval of the Village at Empire Pass North Subdivision plat, recorded January 23, 2018, Entry No. 1085414, and the Village at Empire Pass Master Planned Development (POD A), approved July 28, 2004, shall continue to apply.
2. Administrative Conditional Use Permit (ACUP) approval will be required prior to issuance of building permits for each of the eight dwelling units shown hereon. ACUP may be combined. All ACUP applications are subject to the Amended Development Agreement and Technical Reports as approved or amended. A construction mitigation plan, including truck routing, final grading and utility plan, including storm water and drainage plans, shall be submitted with each conditional use permit application and in advance of issuing building permits. The design for development on Moonshadow Condominiums requires approval by the City Engineer and Snyderville Basin Water Reclamation District ("SBWRD"). No building permits shall be issued until all necessary utility easements are recorded.
3. A declaration of condominium and a supplemental condominium plat for each unit to be constructed is required and shall be approved by Park City Municipal Corporation and recorded at Summit County prior to issuance of a certificate of occupancy. Supplemental condominium plats may be combined. The supplemental condominium plat shall be recorded by the Owner at such time as the Owner's dwelling is designed to memorialize and document the conditions of the constructed dwelling and to identify Common Area and Limited Common Area for each unit. Upon the completion of a Dwelling on the land underlying a Unit, there shall be Limited Common Areas and Facilities surrounding each Unit that extend thirty (30') feet from the rear boundary of each Unit and ten (10') feet on the sides and front boundary of each Unit ("Buffer Areas").
4. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007 as Entry No. 00806100 in Book 1850, Page 1897 ("the Development Agreement"), and associated technical reports and agreements shall continue to apply. Requirements and obligations of the Development Agreement, as applicable to the lots, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Moonshadow Condominiums unless otherwise noted. This includes number of shuttles in operation, provision of affordable housing units, collection mechanism for reinvestment fees, and all other such obligations as are outlined in the Development Agreement, some of which are triggered by the number of certificates of occupancy issued.
5. At the time of final construction and re-platting with supplemental condominium plats, all floor area including basement area and any garage space greater than 600 square feet will be counted towards the Unit Equivalents as allowed by the Flagstaff Development Agreement. A maximum of 31 Equivalent Units of residential density may be utilized for the eight units and each unit shall not exceed 7,750 total square feet, including all floor area, including all basement areas and excluding 600 square feet of garage area. No more than eight residential PUD style units are allowed on this property. No commercial density is allocated to this property with this plat.
6. Moonshadow Condominiums has no on-site affordable housing obligations. Refer to Note 5, Village at Empire Pass North Subdivision Plat.
7. The Empire Pass Master Owners Association, Inc. ("the Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein. Building design are subject to review by the Empire Pass Design Review Board.
8. Owners and potential buyers of any unit or lot within the lots depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
9. At the time of plat recording, Moonshadow Condominiums includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone. The ROS zoning line shall be indicated on plans submitted with the administrative conditional use permit applications. All construction of units shall be restricted to the RD zoned portion. Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports (e.g. for trails, ski runs and ski lifts, utilities, access roads, etc.). Construction on Moonshadow Condominiums shall conform to all applicable Land Management Code requirements in effect at the time of submittal of application. Setback exceptions allow a minimum front setback of fifteen (15) feet with a minimum front setback to a front facing garage of twenty (20) feet. All other Land Management Code setbacks, application exceptions and building height requirements of the RD Zone apply. The rear yard setback is coincident with the RD/ROS Zone line for all units.
10. This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:
a. Right-of-Way and Easement Grant, recorded October 17, 2003, Entry No. 678842, Summit County Recorder's Office.
b. Grant of Nonexclusive Easement (Sewer Utility), recorded December 22, 2003, Entry No. 683570, Summit County Recorder's Office.
c. Quit Claim Deed Ontario No. 2 Drain Tunnel, recorded August 27, 2002, Entry No. 630269, Summit County Recorder's Office.
11. Public safety access and public utility easements are hereby dedicated for all public and private streets. Moonshadow Court is a private road and shall be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Moonshadow Court (a private street) shall be dedicated as "Public Utility Access" for purpose of operation, maintenance and repair. Moonshadow Court is not a public road or right-of-way.
12. Any proposed curb cuts for access directly to Marsac Avenue, a state highway (SR-224), must be approved by the City Engineer and Utah Department of Transportation ("UDOT"). Prior to building permit issuance for Moonshadow Condominiums, documentation from UDOT showing a valid, non-expired Conditional Access Permit and Encroachment Permit approval for access to Lot 1 Village at Empire Pass North Subdivision, also known as Moonshadow Condominiums off Marsac Avenue is required. This approval shall be submitted to the City Engineer.
13. All units will require privately owned and operated wastewater ejector pumps for wastewater service. Unit A may submit to SBWRD a gravity wastewater service design for approval. A gravity wastewater service shall be allowed within the ROS Zone. At the time of any resurrounding of Moonshadow Court, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District ("SBWRD") standards. Prior notification of adjustments and inspection by SBWRD is required. Trees, structures and retaining walls shall not be located within SBWRD easements.
14. A fire protection plan is a submittal requirement for each building permit and shall include fire protection in the form of the residential sprinklers and landscaping that complies with Urban Wildland Interface requirements of the Park City Building Department at the time of building permit issuance. Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit.
15. A landscape plan, including provisions for water-efficient irrigation systems and drought tolerant plantings with limited turf, is a submittal requirement for each administrative conditional use permit application and building permit. An arborist report, identifying trees and the general condition of any trees located outside of the building pad that are proposed to be removed, is required to be submitted with the landscape plans. Final landscape plans, including plans to remove trees outside of the building pad, are subject to review by the Design Review Board prior to building permit issuance.
16. This development is part of a common plan of development and a MS4 Storm Water Permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance. Utility structures such as ground sleeves, transformers and other dry utility boxes must be located on the lots.
17. The Private Area/Building Pad shall be considered the Limits of Disturbance for each condominium unit. An additional disturbance area within 20 feet of the building foundation shall be allowed, consistent with the Arborist reports and visual analysis. Driveways and utility installation are exempt. Construction of units, patios, retaining walls and other permanent structures, such as gazebos, hot tubs, fire pits, etc. are not allowed in the ROS zoned area.
18. Public trails constructed and/or re-constructed will be within a fifteen foot public trail easement.
19. A twenty foot (20') wide waterline easement and access easement is dedicated to Park City Water Service District for the purpose of operating, maintaining, repairing, eventual replacement and upgrade of one or more underground pipelines and appurtenances for conveyance, distribution, and/or transmission of water.
20. A ten foot (10') wide snow storage easement along the private street frontage of all units shall be dedicated to the Empire Pass Master Owners Association.

SHEET 1 OF 1



Tables containing LINE TABLE, CURVE TABLE, and LEGEND information. Includes bearings, distances, radii, lengths, and delta values for various lines and curves.



MOONSHADOW CONDOMINIUMS

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

Approval and recording section containing: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 21st DAY OF May 2019; PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 26TH DAY OF SEPTEMBER, 2018; ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 11th DAY OF June 2019; APPROVAL AS TO FORM APPROVED AS TO FORM THIS 8th DAY OF June 2019; COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 23RD DAY OF OCTOBER, 2018; CERTIFICATE OF ATTEST I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 23RD DAY OF OCTOBER, 2018; and RECORD STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF METRO NATIONAL TITLE.



SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTIONS

PARCEL A (LOT 1)

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

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

PARCEL B (LOTS 2 & 4)

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

Beginning at a point that is North 88°09'24" East 18.06 feet along section line and North 98.34 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 86°16'45" West 49.39 feet to a point on the easterly boundary of The Village At Empire Pass West Side, recorded August 12, 2005, as Entry No. 745744, in the Office of the Summit County Recorder; and running thence coincident with said easterly boundary the following four (4) courses: 1) North 05°33'11" West 17.15 feet to a point on a curve to the right having a radius of 300.00 feet, of which the radius point bears North 84°28'49" East; thence 2) along the arc of said curve 20.22 feet through a central angle of 03°51'42" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 85°18'50" East; thence 3) northerly along the arc of said curve 75.83 feet through a central angle of 28°57'57"; thence 4) North 27°16'27" East 56.07 feet to a point on the southerly boundary of Lot 61, Marsac Mining Claim, recorded survey number S-6414 in the Office of the Summit County Recorder; thence coincident with said boundary the following five (5) courses: 1) South 68°50'00" East 113.41 feet; thence 2) North 11°45'46" East 1.93 feet; thence 3) South 64°00'00" East 25.34 feet; thence 4) North 35°00'00" East 79.48 feet; thence 5) North 55°00'00" West 325.43 feet to a point on a non tangent curve to the right having a radius of 575.00 feet, of which the radius point bears South 18°11'39" East, said point being on Marsac Avenue Right of Way; thence coincident with Marsac Avenue Right of Way the following five (5) courses: 1) easterly along the arc of said curve 55.52 feet through a central angle of 05°31'57"; thence 2) North 77°20'18" East 65.40 feet to a point on a curve to the right having a radius of 125.00 feet, of which the radius point bears South 12°39'42" East; thence 3) along the arc of said curve 207.31 feet through a central angle of 95°01'25" to a point of reverse curve to the left having a radius of 775.00 feet, of which the radius point bears North 82°21'42" East; thence 4) southerly along the arc of said curve 352.06 feet through a central angle of 28°01'39" to a point of reverse curve to the right having a radius of 725.00 feet, of which the radius point bears South 56°20'03" West; thence 5) southeasterly along the arc of said curve 186.58 feet through a central angle of 14°44'43" to a point at the intersection of Village Way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034 in the Office of the Recorder, Summit County, Utah, and Marsac Avenue Right of Way, recorded June 28, 2002, as Entry No. 623451 in the Office of the Recorder, Summit County, Utah, said point also being on a curve to the right having a radius of 15.00 feet, of which the radius point bears North 38°57'06" West; and running thence coincident with Village Way, the following four (4) courses: 1) westerly along the arc of said curve 16.07 feet through a central angle of 61°23'47" to a point of compound curve to the right having a radius of 62.50 feet, of which the radius point bears North 22°26'41" East; thence 2) northwesterly along the arc of said curve 38.43 feet through a central angle of 35°13'44"; thence 3) North 32°19'35" West 148.50 feet to a point on a curve to the left having a radius of 52.50 feet, of which the radius point bears South 57°40'25" West; thence 4) along the arc of said curve 116.13 feet through a central angle of 126°44'09"; thence North 68°57'55" West 114.91 feet; thence South 03°55'31" West 28.19 feet; thence South 42°44'41" West 19.25 feet; thence North 85°48'47" West 7.34 feet; thence South 03°43'15" West 134.23 feet; thence North 15°22'27" West 23.04 feet; thence North 03°28'20" West 178.84 feet to the point of beginning.

PARCEL C (LOT 3)

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

Beginning at a point that is North 88°09'24" East 201.22 feet along section line and South 159.30 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the northeasterly corner of Shooting Star Lodge, recorded November 24, 2004, as Entry No. 718084 in the Office of the Summit County Recorder and on the westerly boundary of Village Way right-of-way, The Village At Empire Pass, Phase 1, recorded November 24, 2004, as Entry No. 718034; and running thence along the northerly boundary of said Shooting Star Lodge, South 89°36'26" West 151.81 feet; thence North 15°22'27" West 54.00 feet; thence North 03°43'15" East 134.23 feet; thence South 85°48'47" East 7.34 feet; thence North 42°44'41" East 19.25 feet; thence North 03°55'31" East 28.19 feet; thence South 68°57'55" East 114.91 feet to a non tangent curve to the left having a radius of 52.50 feet, of which the radius point bears South 69°03'43" East, said point being on the westerly boundary of Village Way; thence along the westerly boundary of Village Way the following two (2) courses: 1) southerly along the arc of said curve 29.23 feet through a central angle of 31°53'59"; thence 2) South 10°57'43" East 159.62 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT REDUS Park City LLC, a Delaware limited liability company, the undersigned owner of Parcel A and Parcel B, to be platted as Lots 1, 2 and 4, of the herein described tract of land to be known hereafter as THE VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

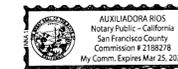
In witness whereof, the undersigned set his hand this 17th day of October, 2017.

REDUS Park City LLC, a Delaware limited liability company
By: REDUS Properties, Inc. a Delaware corporation, its Manager
David Ash, Sr. Vice President

ACKNOWLEDGMENT

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

Notary Public - California
Auxiliadora Rios
Printed Name: Auxiliadora Rios
Residing in: California
My commission expires: March 25, 2021



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE RESIDENCES, LLC, a Utah limited liability company, the undersigned owner of Parcel C, to be platted as Lot 3 of the herein described tract of land, to be known hereafter as VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat. ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities and easements shown on the plat in accordance with an irrevocable offer of dedication.

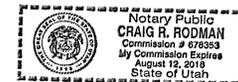
In witness whereof, the undersigned set his hand this 17th day of October, 2017.

EMPIRE RESIDENCES LLC, a Utah limited liability company
By: Harrison Hozal, its MANAGER

ACKNOWLEDGMENT

On this 17th day of October, 2017, Harrison Hozal personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say he is the MANAGER of Empire Residences, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the Village at Empire Pass North Subdivision.

Notary Public - California
Craig R. Rodman
Printed Name: Craig R. Rodman
Residing in: Park City, UT
My commission expires: 8/11/2018



JOINDER AND CONSENT TO RECORD

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

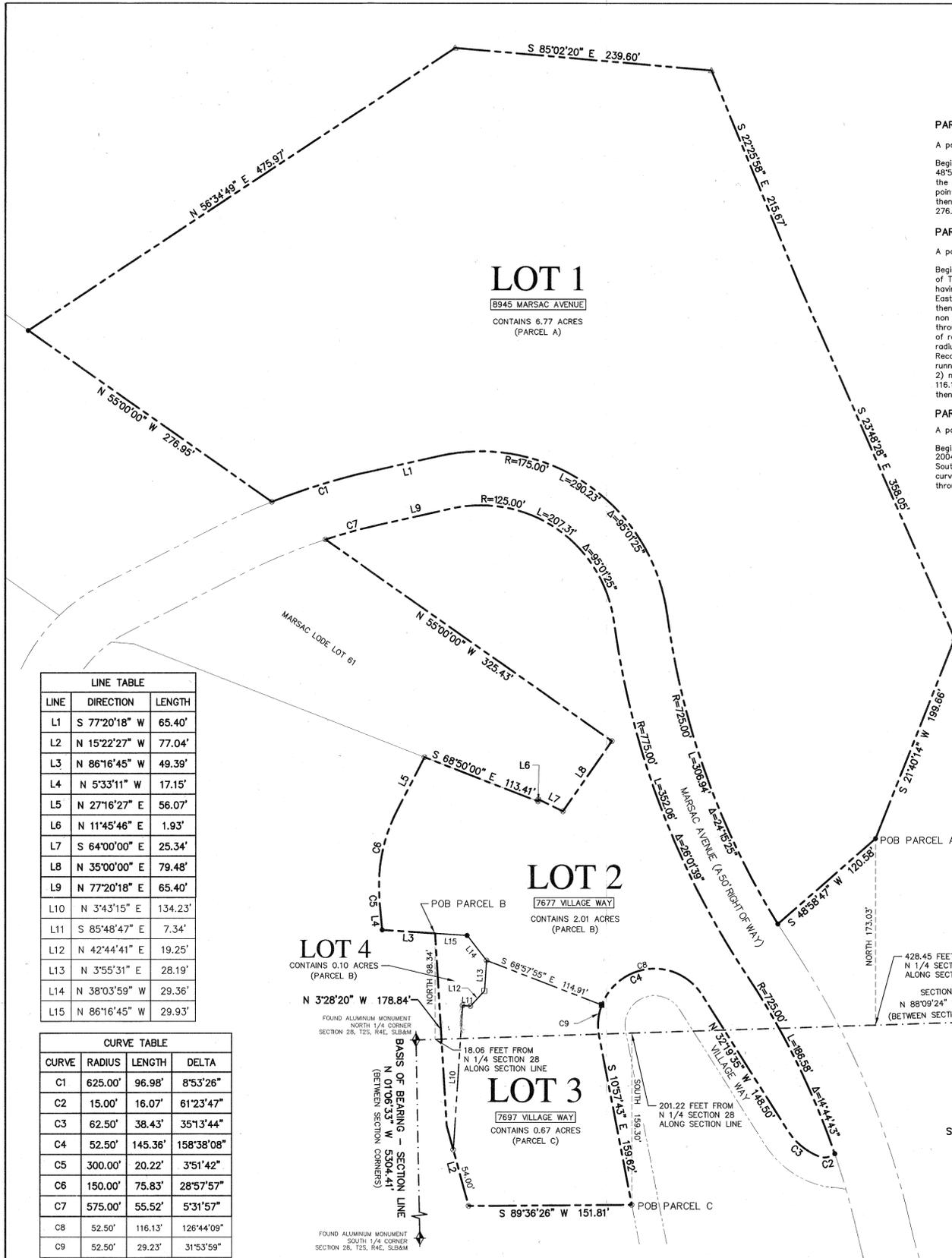
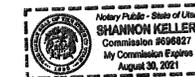
In witness whereof, executed this 17th day of October, 2017.

Brighton Bank, a Utah corporation
By: VP member

ACKNOWLEDGMENT

The foregoing Joinder and Consent was acknowledged before me this 17th day of October, 2017 by Erik Tady, the authorized officer of the BRIGHTON BANK, a Utah corporation, on behalf of said corporation.

Notary Public - State of Utah
Shannon Keller
Printed Name: Shannon Keller
Residing in: Salt Lake, UT
My commission expires: 8/21/2021



LINE TABLE table with columns: LINE, DIRECTION, LENGTH. Rows L1 through L15.

CURVE TABLE table with columns: CURVE, RADIUS, LENGTH, DELTA. Rows C1 through C9.

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

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

Approval and recording information including: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PLANNING COMMISSION, ENGINEER'S CERTIFICATE, APPROVAL AS TO FORM, COUNCIL APPROVAL AND ACCEPTANCE, CERTIFICATE OF ATTEST, and RECORDED information.

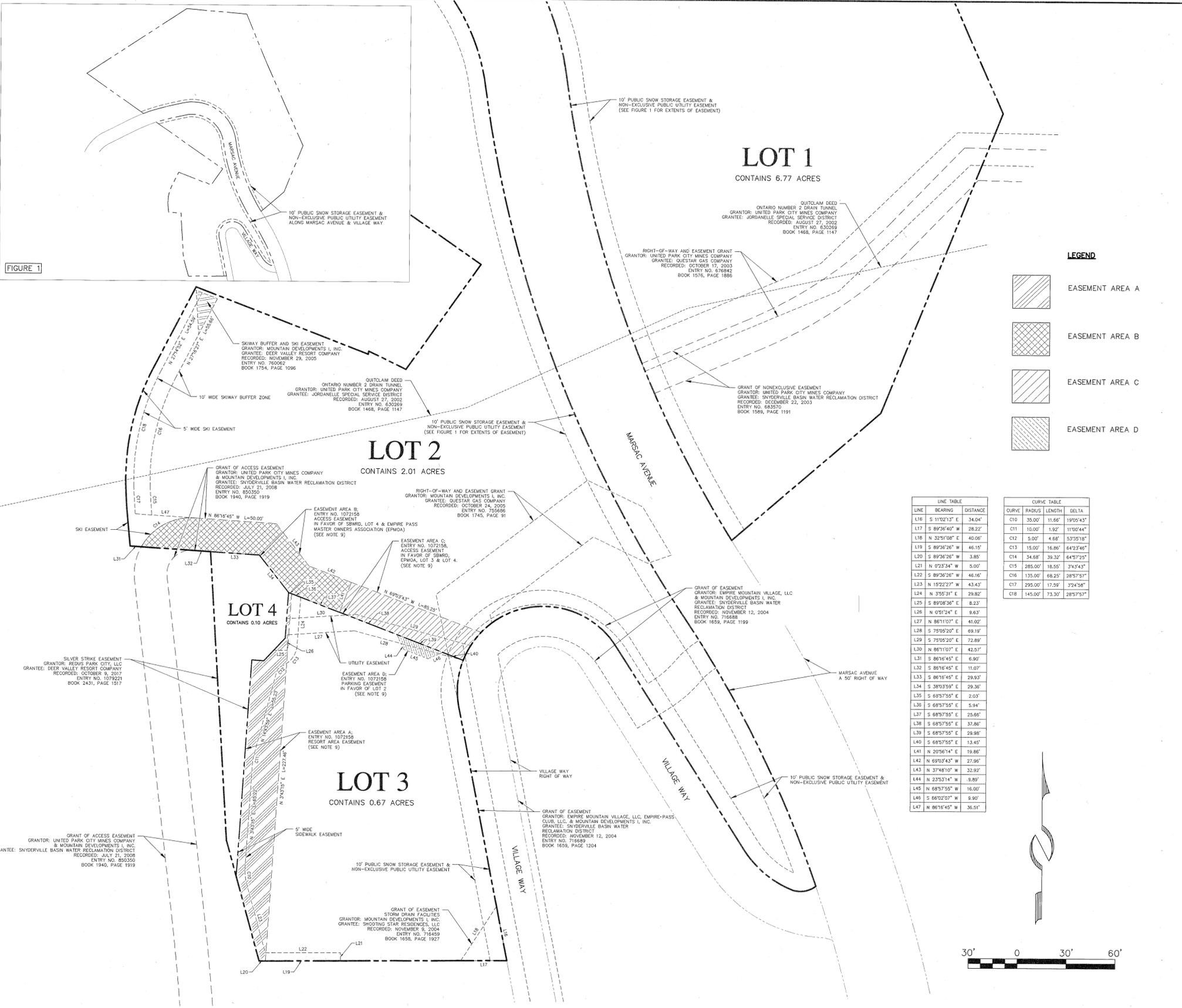


VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

NOTES:

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

FIGURE 1



LINE TABLE			CURVE TABLE			
LINE	BEARING	DISTANCE	CURVE	RADIUS	LENGTH	DELTA
L16	S 11°02'13" E	34.04'	C10	35.00'	11.66'	19°05'43"
L17	S 89°36'40" W	28.22'	C11	10.00'	1.92'	11°00'44"
L18	N 32°51'08" E	40.00'	C12	5.00'	4.68'	53°50'18"
L19	S 89°36'26" W	46.19'	C13	15.00'	16.86'	64°23'46"
L20	S 89°36'26" W	3.85'	C14	34.68'	39.32'	64°57'25"
L21	N 0°23'34" W	5.00'	C15	285.00'	18.55'	3°43'43"
L22	S 89°36'26" W	46.16'	C16	135.00'	68.25'	28°57'53"
L23	N 15°22'27" W	43.43'	C17	295.00'	17.59'	3°24'58"
L24	N 3°55'31" E	29.82'	C18	145.00'	73.30'	28°57'53"
L25	S 89°08'38" E	8.23'				
L26	N 0°51'24" E	9.63'				
L27	N 86°11'07" E	41.02'				
L28	S 75°05'20" E	69.19'				
L29	S 75°05'20" E	72.89'				
L30	N 86°11'07" E	42.57'				
L31	S 86°16'45" E	6.95'				
L32	S 86°16'45" E	11.07'				
L33	S 86°16'45" E	29.93'				
L34	S 38°03'59" E	29.36'				
L35	S 68°57'55" E	2.03'				
L36	S 68°57'55" E	5.94'				
L37	S 68°57'55" E	25.66'				
L38	S 68°57'55" E	37.86'				
L39	S 68°57'55" E	29.96'				
L40	S 68°57'55" E	13.45'				
L41	N 20°56'14" E	19.86'				
L42	N 69°03'43" W	27.99'				
L43	N 37°48'10" W	32.99'				
L44	N 23°53'14" W	9.90'				
L45	N 68°57'55" W	16.00'				
L46	S 68°22'07" W	9.30'				
L47	N 86°16'45" W	36.91'				

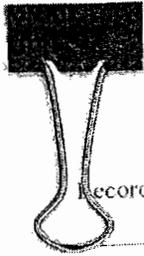
VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

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

(435) 649-9467

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

RECORDED
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
 AT THE RECORDER'S OFFICE
ENTRY NO. 01085414
 01/23/2018 11:40:40 AM B. 2447 P. 0458
 Plate Page 1/1
 PREPARED BY: ALLIANCE ENGINEERING INC., SUMMIT COUNTY RECORDER
 FEE: \$4.00 BY COALITION TITLE AGENCY
 TIME DATE YEAR MONTH DAY HOUR MINUTE SECOND ENTRY NO.



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

Recorded this ___ day of
_____, 2007
at Book # ___ Page # ___

ENTRY NO. 00806100

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

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

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

RECITALS

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

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

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

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

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

SECTION I. DEFINITIONS

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

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

with the terms of this Agreement.

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

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

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

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

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

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

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

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

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

1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

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

SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2.4.1.4. **Public Trails.** Consistent with the Trails Master Plan, DEVELOPER, DEER VALLEY, and Northside Neighborhood Property Owners shall dedicate to the City improved public trails and trail easements that connect to the surrounding trail system. Where trails pass through the Deer Valley Ski Area, DEER VALLEY shall be responsible for trail maintenance and for enforcing reasonable rules and regulations. Such rules may not exclude free public access to the public trail systems identified on the Trails Master Plan.
- 2.4.1.5. **Enchanted Forest.** No development shall occur in the “Enchanted Forest” area generally designated on Exhibit A and further defined in the Small Scale MPD process.
- 2.4.1.6. **Deed Restricted Open Space.** Within 30 days of issuance of a Small Scale MPD, DEVELOPER shall record perpetual covenants and restrictions with respect to all designated open space associated with the Small Scale MPD and which shall prevent the construction thereon of residential, commercial and retail structures but shall allow ski-related uses.
- 2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

¹⁰ As well as summertime visual impacts.

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

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

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

2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.

2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.

2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.

2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

¹⁶ Developer shall stockpile all earthen material on site.

2.10.4.5 Temporary public access trails throughout construction.

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

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

<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Residential			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
Subtotal Residential	839		83.90
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
Commercial			
Commercial Unit Equivalents	75	0.2	15.00
Subtotal Commercial	75		15.00
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
Total Base AUEs			98.90
Additional AUEs Contributed by Developer (located Quinns Junction)			20.00
TOTAL AUEs			118.90

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

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

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

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

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

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

2.10.6 **5-Year Irrevocable Offer to Annex the 20-Acre Quinn's Junction Parcel.** For the next five years from the date of this Amended and Restated Agreement, DEVELOPER hereby irrevocably offers to annex the 20-Acre Quinn's Junction Parcel to the City.

SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

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

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

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

¹⁷ The course must be operated to maximize play.

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

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

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

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

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

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

SECTION IV. IMPACT FEES/PLAN CHECK FEES

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

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

SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS

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

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

- 5.3 **Snyderville Basin Sewer Improvement District Annexation.** Snyderville Basin Sewer Improvement District (“SBSID”) must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.
- 5.4 **Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City’s annexation of Bonanza Flats.
- 5.5 **Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.** DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City’s contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER’s request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority

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

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

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

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

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

- 5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.
- 5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:
- 5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.
 - 5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.
 - 5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.
 - 5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.
 - 5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit

commercial snowmobile use within Bonanza Flats.

SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN

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

SECTION VII. IMPLEMENTATION OF THIS AGREEMENT

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

Section VIII. GENERAL PROVISIONS

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

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

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

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

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

SECTION IX. MISCELLANEOUS

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

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

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

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

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

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

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

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

TALISKER

900 MAIN ST SUITE 6111
P.O. Box 4349
84060

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

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

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

Exhibit P Zoning Map for Flagstaff Mountain

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

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

PARK CITY MUNICIPAL CORPORATION

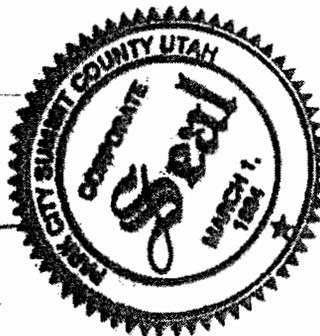
By: *Dana Williams*
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*
Janet Scott, City Recorder

APPROVED AS TO FORM:

Mark D. Harrington
Mark D. Harrington, City Attorney



DEVELOPER:

United Park City Mines Company,
a Delaware corporation



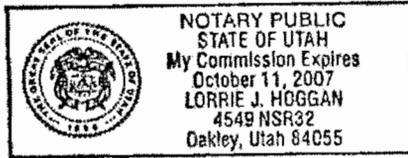
David J. Smith, Authorized Signing Officer

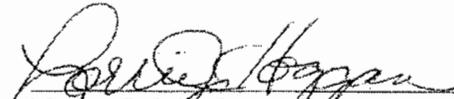
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

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




Notary Public, State of Utah
Residing in Valley, Utah

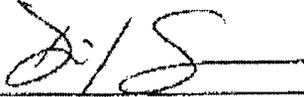
DEER VALLEY RESORT COMPANY,

a Utah limited partnership

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

By: _____
Robert Wells, Vice President

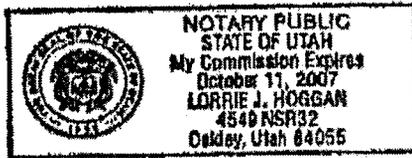
DEVELOPER:
United Park City Mines Company,
a Delaware corporation

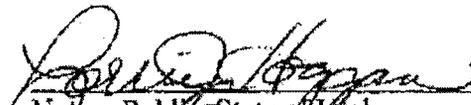


David J. Smith, Authorized Signing Officer

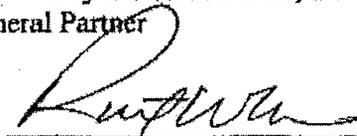
STATE OF UTAH)
 : ss
COUNTY OF SUMMIT)

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




Notary Public, State of Utah
Residing in Ordley, Utah

DEER VALLEY RESORT COMPANY,
a Utah limited partnership
By: Royal Street of Utah, a Utah corporation,
General Partner

By: 
Robert Wells, Vice President

DEVELOPER:

United Park City Mines Company,
a Delaware corporation



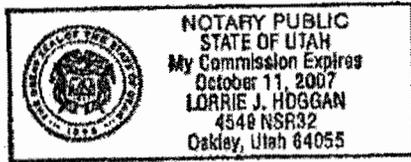
David J. Smith, Authorized Signing Officer

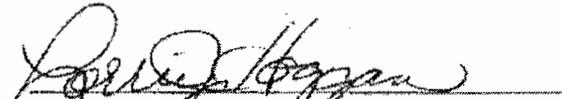
STATE OF UTAH)

: ss

COUNTY OF SUMMIT)

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




Notary Public, State of Utah
Residing in Oakley, Utah

DEER VALLEY RESORT COMPANY,

a Utah limited partnership

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

By: 
Robert Wells, Vice President

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

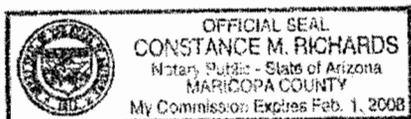
On this 1 day of MARCH, 2007 before me, *Constance M Richards*, the undersigned Notary Public, personally appeared **Robert Wells**, personally known to me to be the Vice President of Royal Street of Utah, on behalf of the corporation named herein, and acknowledged to me that the corporation executed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



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

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

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



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

SCHEDULE 3.1

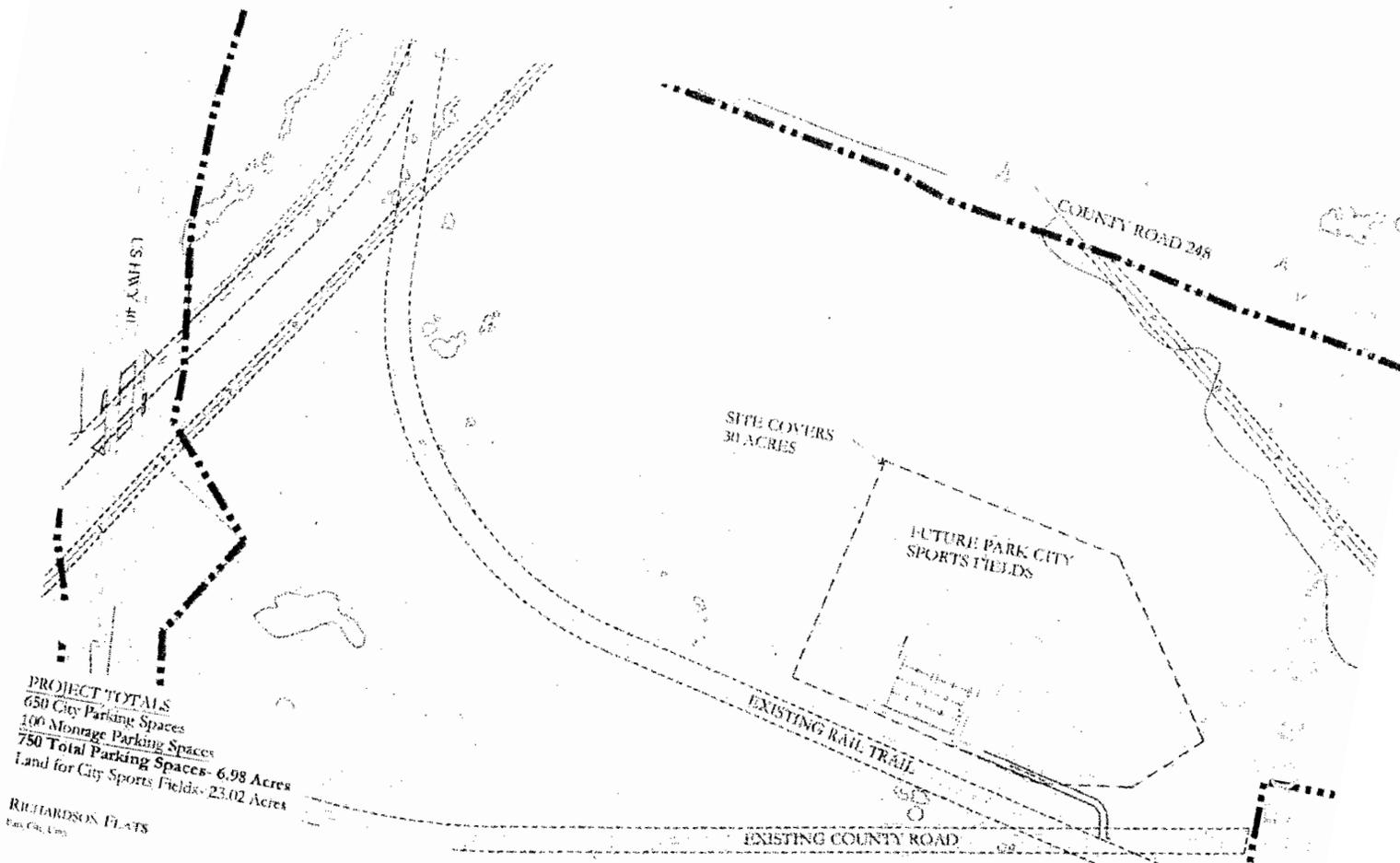
RICHARDSON FLATS PARKING AREA SPECIFICATIONS

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

Additional specifications are as follows:

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

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



PROJECT TOTALS
 650 City Parking Spaces
 100 Montage Parking Spaces
 750 Total Parking Spaces - 6.98 Acres
 Land for City Sports Fields - 23.02 Acres

RICHARDSON FLATS
 East City, Utah

Conceptual Site Plan (Permit Submittal)
 October 19, 2006

DESIGNED BY
 DRAWN BY
 CHECKED BY

HARTWOODTON
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119
 TEL: 313.222.2222
 FAX: 313.222.2222
 WWW.HARTWOODTON.COM

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



OVERVIEW OF DEVELOPMENT

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

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

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

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

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

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

THE VILLAGE MPD APPLICATION

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

Summary of Proposed and Approved Development

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

Development Summary Table

Village MPD Density Summary

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

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

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

Development Summary Table (continued)

Commercial

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

Notes:

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

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

The Alpine Club

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

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

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

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

Pedestrian Village and Trails

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

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

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

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

Unit Counts and Types

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

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

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

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

Request for Additional Height

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

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

POD B2 PROGRAM

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

Request for Additional Height

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

TRANSIT

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

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

CONSTRUCTION SEQUENCING

Northside Subdivision (B1)

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

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

Pod A

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

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

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

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

Pod B2

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

EMPLOYEE HOUSING

The Employee Housing Plan requires an employee housing commitment of 10% of the residential Unit Equivalent⁴ and 20% of commercial. 25% of the total required housing must be located on site.

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

On Site Employee Housing

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

Off-site Employee Housing Units

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

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

PARKING

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

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

ONTARIO MINE SITE DEVELOPMENT

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

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

THE TREE HOUSE

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

Village MPD Supplemental Project Description and Conditions

Site Plan

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

Volumetrics

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

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

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

Visual Simulations

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

Building Height

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

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

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

Floor to Floor Height

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

The Roof Zone

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

Ground Floor Architectural Elements

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

Building Appurtenances and Exceptions

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

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

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

Conservation Easements and Conservation Parcels

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

Planning Department Staff Report



Subject: 75 Thaynes Canyon Drive
Application: PL-21-04860
Author: Spencer Cawley, Project Planner
Date: August 5, 2021
Type of Item: Administrative Conditional Use Permit

Recommendation

Staff recommends the Planning Director (1) review the proposed design and construction of a twenty-foot (20') golf net, (2) conduct a public hearing, and (3) consider approving an Administrative Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Mary Carlson; Jess White, Applicant Representative
Location: 75 Thaynes Canyon Drive
Zoning District: Single Family (SF)
Adjacent Land Uses: Recreation Open Space; Residential
Reason for Review: Planning staff reviews and approves Administrative Conditional Use Permits¹

Acronyms

CUP Condition Use Permit
LMC Land Management Code
SF Single-Family Zoning District

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

Background

On June 22, 2021, the Planning Department deemed an Administrative Conditional Use Permit application for a safety golf net within the Rear Setbacks for 75 Thaynes Canyon Drive complete. The property is located at 75 Thaynes Canyon Drive, Lot 96A of the Shackelford Subdivision Replat in the Single Family (SF) Zoning District.

¹ LMC § [15-1-8\(E\)](#)



Figure 2: View Toward Fairway



Figure 1: View Toward Rear of Structure

Analysis

(I) The proposal complies with the Single Family (SF) Zoning District requirements.

Fences exceeding six feet (6') in height require an Administrative Conditional Use Permit in the SF Zoning District.² "Fence" is defined in the Land Management Code (LMC) as "[a] structure to separate or divide outdoor Areas. The term Fence includes, but is not limited to, net Screening for golf balls..."³

The height of Fences is measured from Final Grade.⁴ Rear Setbacks in the SF Zoning District are 15 feet.⁵ The golf net is located along the rear property line, is 20 feet measured from Final Grade, and runs approximately 112 feet in length (Exhibit B).

The property is parallel to the 6th fairway of the Park City Golf Club. At its closest point,

² LMC [§ 15-2.11-2\(B\)\(14\)](#)

³ LMC [§ 15-15-1](#)

⁴ LMC [§ 15-4-2\(A\)](#)

⁵ LMC [§ 15-2.11-3](#)

the Single-Family house sits twelve to fifteen feet from the property line. Additionally, the structure is twenty-seven feet (27') tall. Because of the existing angle of the 6th fairway, the house is in the landing area for out-of-bounds golf balls and is prone to structural damage and safety hazards (Exhibit C). Staff finds that the safety golf net meets the requirements of the SF Zoning District and will mitigate safety concerns for the property owner without additional visual disturbance to surrounding property owners.

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

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

The Planning Department shall approve a Conditional Use if reasonable conditions are propped, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Department may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.

The Planning Department must review sixteen criteria when considering whether the proposed Conditional Use mitigates impacts.⁶

CUP Criteria	Analysis of Proposal
Size and Location of the Site	No Required Mitigation Golf nets are permitted in the SF Zoning District, subject to an Administrative Conditional Use Permit approval if they are proposed to be located within a Setback.
Traffic	Not Applicable
Utility Capacity	Condition of Approval 2 The Shackelford Subdivision Replat (Exhibit C) identifies a seven foot (7') public utilities and drainage easement parallel to the rear property line. Condition of Approval 2 states that the applicant may be required to remove the golf net subject to the intended Use and/or improvement of the public utilities and drainage easement.
Emergency Vehicle Access	Not Applicable
Parking	Not Applicable
Internal Vehicular and	Not Applicable

⁶ LMC [§ 15-1-10\(E\)](#)

Pedestrian Circulation	
Fencing, Screening, and Landscaping	Condition of Approval 3 Actions for mitigation shall include, but are not limited to, reducing height, and adding additional landscaping.
Building Mass, Bulk, and Orientation	Not Applicable
Signs and Lighting	Not Applicable
Physical Design and Compatibility with Surrounding Structures	Condition of Approval 4 The safety golf net shall be retained or replaced pursuant to the approved plans (see Exhibit B).
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	Not Applicable
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	Not Applicable
Expected Ownership and Management	No Required Mitigation The Applicant is the owner on record.
Withing and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes	Not Applicable
Reviewed for Consistency with the Park City General Plan	No Required Mitigation The Use is consistent with the Park City General Plan and is allowed with an Administrative Conditional Use Permit.

Department Review

The Planning Department reviewed this application.

Notice

Staff published notice on the City’s website and posted notice to the property on July 26, 2021. Staff mailed courtesy notice to adjacent property owners on July 26, 2021.⁷

Public Input

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

⁷ LMC [§ 15-1-21](#)

Alternatives

- The Planning Director or designee may approve the Administrative CUP;
- The Planning Director or designee may deny the Administrative CUP; or
- The Planning Director or designee may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Site Plan

Exhibit C: Statement from Property Owner

Exhibit D: The Shackelford Subdivision Replat



PLANNING DEPARTMENT

August 5, 2021

Mary Carlson
75 Thaynes Canyon Drive
Park City, UT 84060
Marcycc4@gmail.com
(801)362-2766

CC: Jess White

NOTICE OF PLANNING DIRECTOR DETERMINATION

Description

Address: 75 Thaynes Canyon Drive

Zoning District: Single-Family

Application: Administrative Conditional Use Permit

Project Number: PL-21-04860

Action: Approved with Conditions

Date of Final Action: August 5, 2021

Project Summary: The Applicant proposes maintaining a safety golf net in the Rear Setbacks that exceeds six feet (6') in height. This hearing will include Planning Director review and possible final action.

Action Taken

On August 5, 2021, the Planning Director reviewed the proposed design and construction of a twenty-foot (20') golf net, conducted a public hearing, and approved your Administrative Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The subject property is located at 75 Thaynes Canyon Drive, Lot 96A, Shackelford Subdivision Replat.
2. The site is in the Single Family (SF) Zoning District.
3. The site is located outside of the Sensitive Lands Overlay Zone and outside of the Soils Ordinance Zone.
4. Fences exceeding six feet (6') in height are an Administrative Conditional Use in the SF Zoning District.
5. "Fence" is defined in the Land Management Code as "A structure to separate or divide outdoor Areas. The term Fence includes, but is not limited to, next Screening for golf balls..."
6. The purpose of this Administrative Conditional Use Permit request is to allow for a golf net exceeding six feet (6') in height within the Rear Setback. Per the plans submitted on June 22, 2021, the net is twenty feet (20') in height, runs parallel with the rear property line, and is approximately 112 feet in length.
7. The safety golf net shall match the plans submitted on June 22, 2021.
8. Public notice was posted on the property on July 26, 2021, and notices sent to affected adjacent property owners on July 26, 2021. An Administrative Review was held on August 5, 2021, by the Planning Director, which was open to the Public. No written comments were given before or at the time of this meeting.

Conclusions of Law

1. The Application Permit, as conditioned, is consistent with LMC § 15-1-10, LMC § 15-2.11-3, *Lot and Site Requirements*, and LMC § 15-4-2(A)(1).
2. The proposed Use, as conditioned, is compatible with the surrounding structures in Use, scale, mass, and circulation.
3. As conditioned, the Use is consistent with the Park City General Plan.
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All standard conditions of approval apply to this Administrative Conditional Use Permit.
2. The Applicant may be required to remove the golf net subject to the intended Use and/or improvement of the public utilities and drainage easement.
3. If any complaints of visual disturbance relating to the approved safety golf net are received, then the Applicant shall meet with the Planning Department to determine appropriate actions for mitigation which shall include, but are not limited to, reducing height, and adding additional landscaping.
4. The safety golf net shall be retained or replaced pursuant to the approved plans as submitted on June 22, 2021.

5. The Applicant shall comply with all Building Department process and procedures for obtaining proper authorization to install the golf net. For the Building Permit, the Applicant may be required to include a detailed review stamped by a Structural Engineer.
6. The golf net shall not encroach into any City Right-of-Way.

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

Sincerely,

Rebecca Ward,
Planning Director Designee

CC: Spencer Cawley, Project Planner

DRAFT

PROJ#
1901

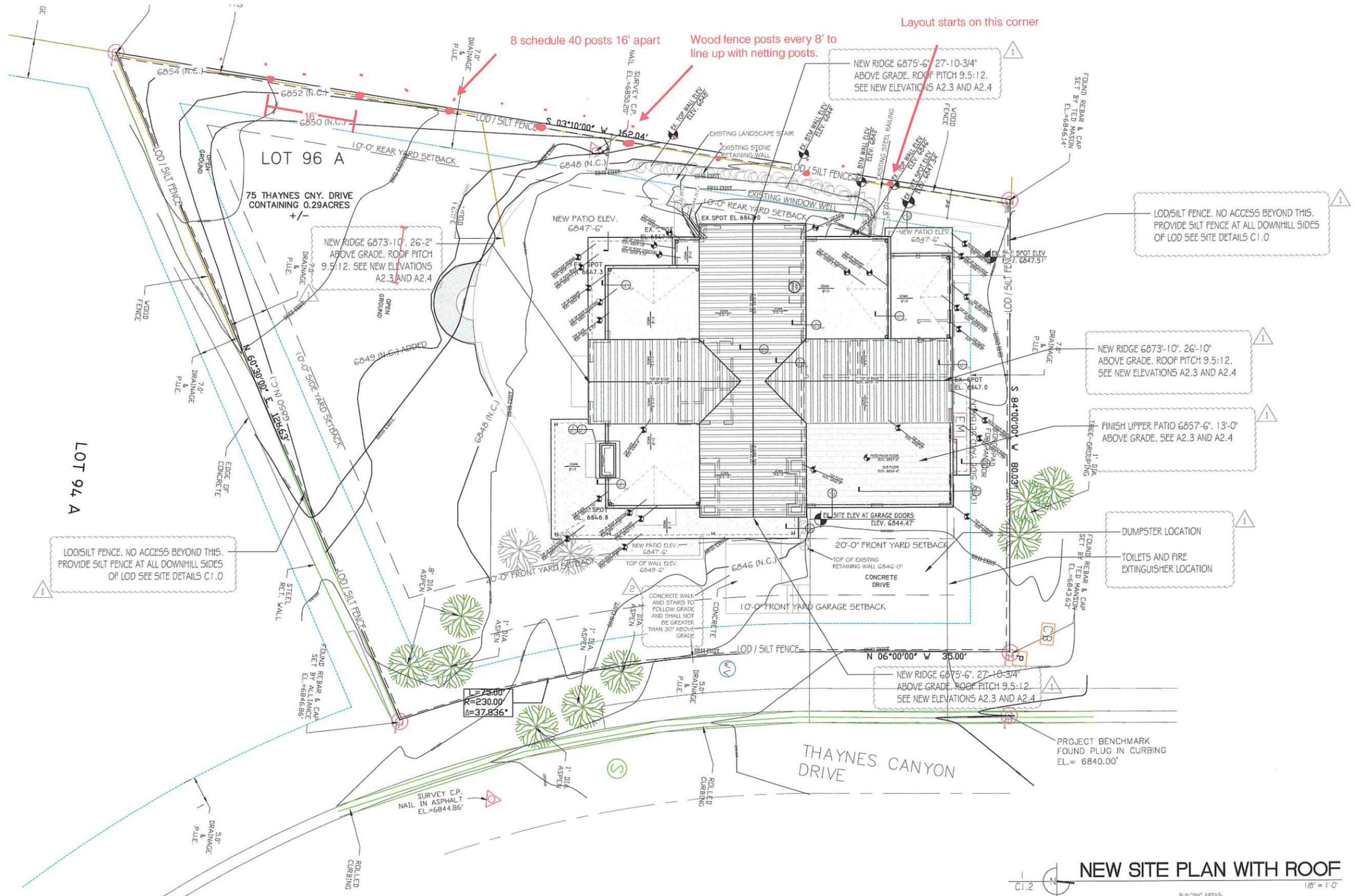
DATE	REVISION
MARCH 10, 2020	1
AUGUST 01, 2019	2
OCTOBER 21, 2019	

MARY CARLSON
RENOVATION
75 THAYNES CANYON DR., P.C., UTAH

NEW SITE PLAN
WITH ROOF

C1.2

JSARC
JEFF@JSARC.NET
BOJ 808.522.95
717 EAST SIMPSON AVENUE
SLC UTAH 84106



NEW SITE PLAN WITH ROOF

BUILDING AREA:
EXISTING BUILDING FOOTPRINT AREA: 2,815 SQ. FT.
NEW BUILDING FOOTPRINT AREA: 2,856 SQ. FT.
PROPERTY AREA: .29 ACRE OR 12,632 SQ. FT.

PROJ# 1901

MARCH 10, 2020
AUGUST 01, 2019
OCTOBER 21, 2019

DATE: MARCH 10, 2020
REVISION: AUGUST 01, 2019
OCTOBER 21, 2019

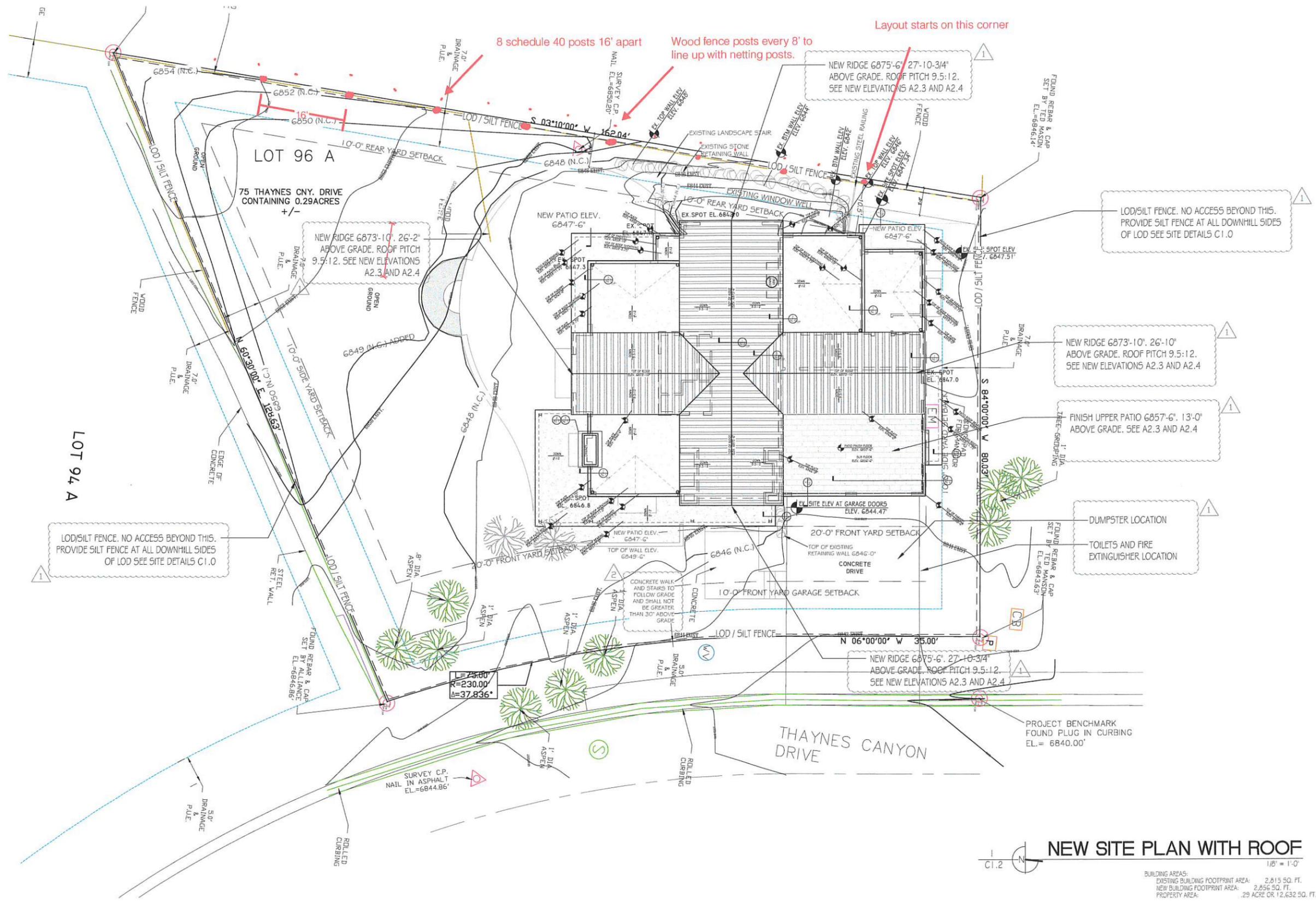
MARY CARLSON
RENOVATION
75 THAYNES CANYON DR., P.C., UTAH

NEW SITE PLAN
WITH ROOF

C1.2

JSARC
JEFF@JSARC.NET
BOJ 809.5295
717 EAST SIMPSON AVENUE
SLC UTAH 84106

JEFFREY SCOTT SCHINDLER
3/10/20
7402444



NEW SITE PLAN WITH ROOF
1/8" = 1'-0"

BUILDING AREAS:
EXISTING BUILDING FOOTPRINT AREA: 2,815 SQ. FT.
NEW BUILDING FOOTPRINT AREA: 2,854 SQ. FT.
PROPERTY AREA: .29 ACRE OR 12,632 SQ. FT.

To Whom It May Concern:

We bought our house at 75 Thaynes Canyon Drive on November 30, 2018 with the intent to remodel the home. When we bought the house, it had golf ball netting at the rear of the house along the fence (in front of the fence that borders the Park City Municipal Golf Course). This golf ball netting had been installed by the previous owners and had been up for some time. We had no idea that a conditional use permit had not been obtained by the previous owners, and no neighbors have complained about the golf ball netting. In fact, many do not even notice it, since it blends in with the fence.

Nevertheless, we feel that the golf ball net is necessary to protect the windows in our house. The home is located on the 6th fairway on the right side of the course. When golfers hit their driver/iron off the tee, our house is in the landing area, approximately 200 to 250 yards off the tee. Most golfers are right handed and have a slice or fade. The house is built very close to the golf course (about 12-15 feet from the course at the closest point), and the back side of our house has a lot of windows that face the golf course (the 6th fairway). Golf balls are constantly being hit toward our home.

The house was remodeled from August 2019 to March 2021. At that time, we took the old golf ball netting down and replaced it with new netting. When the netting was down and when the house was being framed, there were golf balls that landed inside the house and on the roof. A framer was even hit by a golf ball. Most days we would find multiple golf balls in the yard, on the flat roofs, and in the house. Since replacing the netting, we have gotten few golf balls in our yard, and thankfully, no golf balls have hit our windows.

However, if the golf ball netting was not there, we feel 100% sure that our windows would be hit and broken by errant golf balls. During golf season, we see golfers looking for their balls along our fence line every day, all day long. If the net was not there, the balls would have been in our yard and most certainly they would have hit our home. We still have some golf balls in our yard since the netting does not extend the entire length of our back yard along the fence, and we still have a few balls that land on our roof. But the netting helps to protect our windows, and that is extremely important to us. Our neighbor to the south of us gets hit and has had a broken window (with no one taking responsibility). I have seen golfers climbing over our neighbors split rail fence to the north of us to retrieve OB balls.

We have the golf ball netting up to protect our home, and we hope that you will consider granting us a conditional use permit for our golf ball net.

Sincerely,

Mary Carlson and Tom Stoltman

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that this Lot Line Amendment Plat was prepared under my direction in accordance with the requirements of the Park City Municipal Corporation. I further certify that this plat accurately represents the surveyed property.



John Demkowicz
John Demkowicz
1-20-99
Date

LEGAL DESCRIPTION

ALL OF LOTS 94, 95, AND 96 THAYNE'S CANYON SUBDIVISION, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

NOTES

71 Street address

LEGEND

- Indicates property corner to be set

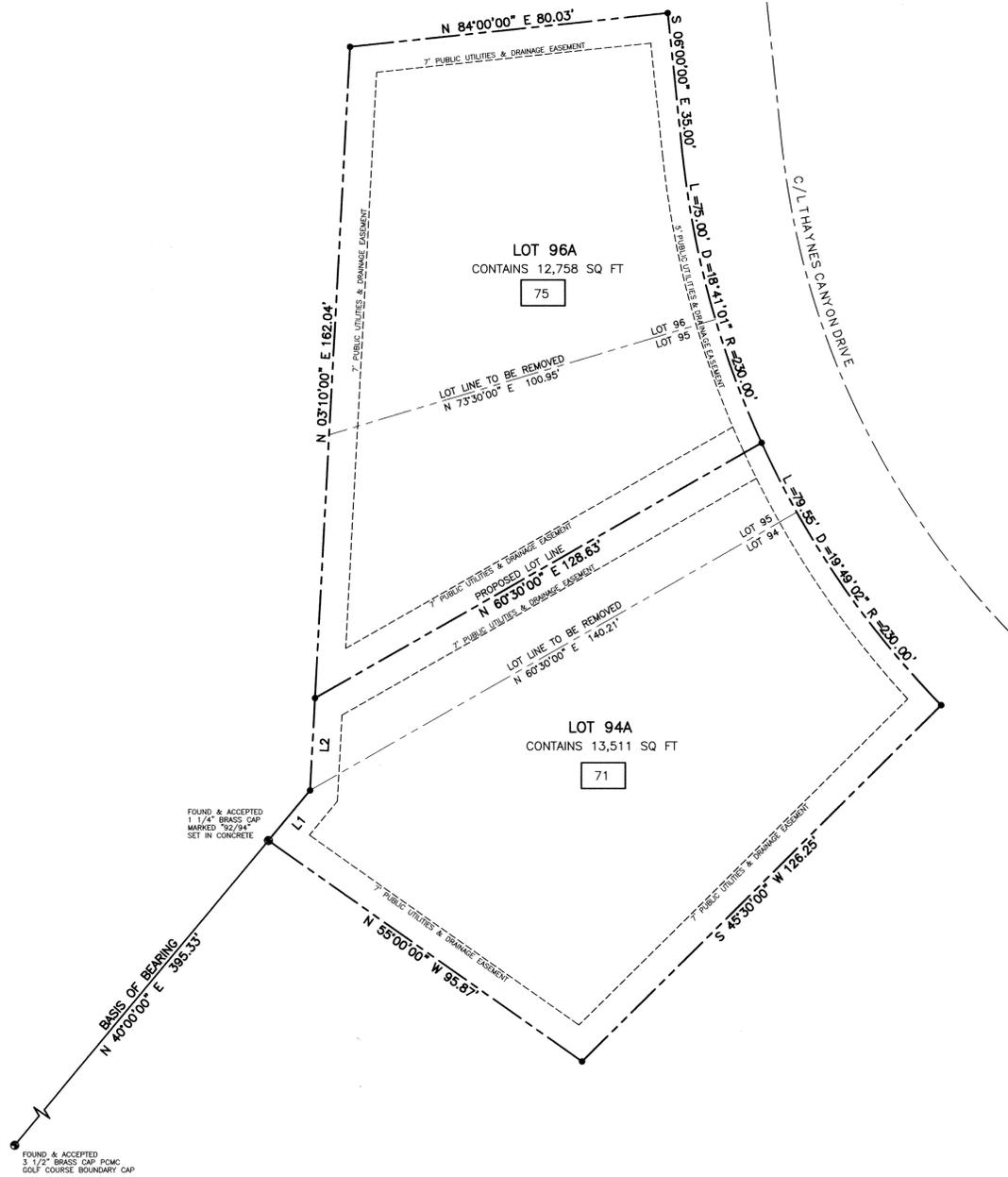


LINE	BEARING	DISTANCE
L1	N 40°00'00" E	16.22'
L2	N 03°10'00" E	22.94'

LOT LINE AMENDMENT PLAT

THE SHACKELFORD REPLAT

LOCATED IN SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as the SHACKELFORD REPLAT, do hereby certify that we have caused this Lot Line Amendment Plat to be prepared, and we, Kenneth L. Shackelford and Carol Ann Shackelford, husband and wife as joint tenants, hereby consent to the recordation of this Lot Line Amendment Plat.

ALSO, the owners or their representative, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

In witness whereof, the undersigned set their hands this 28th day of January, 1999.
Kenneth L. Shackelford
Kenneth L. Shackelford
Owner
Carol Ann Shackelford
Carol Ann Shackelford
Owner

ACKNOWLEDGEMENT

State of Utah:
County of Summit:

On this 28th day of January, 1999, Kenneth L. Shackelford and Carol Ann Shackelford personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Kenneth L. Shackelford and Carol Ann Shackelford, acknowledged to me that they are the owners of the herein described tract of land and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Mary L. Peacock
Notary Public



My commission expires: 8-28-2002

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned owners of the herein described tract of land, to be known hereafter as the SHACKELFORD REPLAT, do hereby certify that we have caused this Lot Line Amendment Plat to be prepared, and we, Howard L. Edwards and Carolyn B. Edwards, husband and wife as joint tenants, hereby consent to the recordation of this Lot Line Amendment Plat.

ALSO, the owners or their representative, hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, easements, parks, and required utilities and easements shown on the plat and construction drawings in accordance with and irrevocable of dedication.

In witness whereof, the undersigned set their hands this 20th day of January, 1999.
Howard L. Edwards
Howard L. Edwards
Owner
Carolyn B. Edwards
Carolyn B. Edwards
Owner

ACKNOWLEDGEMENT

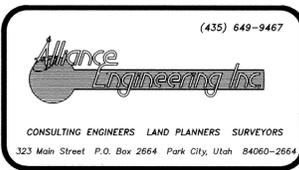
State of Utah:
County of Summit:

On this 20th day of January, 1999, Howard L. Edwards and Carolyn B. Edwards personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Howard L. Edwards and Carolyn B. Edwards, acknowledged to me that they are the owners of the herein described tract of land and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Mary L. Peacock
Notary Public



My commission expires: 8-28-2002



CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 16th DAY OF FEBRUARY, 1999 A.D.
BY Jared M. Scott
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 15th DAY OF OCTOBER, 1999 A.D.
BY Paul A. Orr
MAJOR

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 29th DAY OF JANUARY, 1999 A.D.
BY Shaun Stetson for Roger E. Robinson
S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 16th DAY OF FEBRUARY, 1999 A.D.
BY Chris Lane
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS FIRST DAY OF FEBRUARY, 1999 A.D.
BY Eric W. Ockler PE
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 16th DAY OF FEBRUARY, 1999 A.D.
BY Mark D. Harp
PARK CITY ATTORNEY

JOB NO.: 1-8-98 FILE: Z:\Srv\Srv98\D21\010898p.dwg
530547 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF COLETTA T. TYLE
DATE 2-18-99 TIME 10:43 AM BOOK --- PAGE ---
\$ 32.00 FEE
Doreen M. Swann
RECORDER