PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
September 27, 2023

The Planning Commission of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. Click here for more information.

Public Comment Guidelines - Please state your full name for the record. If you are providing public comment in person, please sign in. Limit your comments to three minutes or less - a time will provide a warning. Direct your comments to the Planning Commission -- not to the applicant or audience. Please be civil - no clapping or whistling. Please address matters of the pending application or ordinance.

REGULAR MEETING - 5:30 p.m.

1. ROLL CALL

2. PUBLIC COMMUNICATIONS

3. REGULAR AGENDA

3.A. **Bald Eagle Club at Deer Valley Unit 55 Third Amended (7875 Bald Eagle Drive) - Plat Amendment -** The Applicant Proposes to Modify the Platted Building Pad to Reflect the As-Built Single-Family Dwelling in the Residential Development Zoning District. PL-23-05609 (20 mins.)
(A) Public Hearing (B) Possible Recommendation for Council's Consideration on October 26, 2023

3.B. **7700 Marsac Avenue - Modification of Approval -** Consideration to Modify the March 23, 2022, Planning Commission Conditional Use Permit Approval for City Employee Temporary Housing on the Mine Bench Site Located in the Recreation and Open Space Zoning District. PL-23-05733 (10 mins.)
(A) Public Hearing; (B) Action

3.C. **2200 Park Avenue Building B - Conditional Use Permit** - The Applicant is Seeking Approval to Reduce Required Parking and to Remodel a Structure Within the Frontage Protection Zone (FPZ). PL-23-05776 (20 mins.)
(A) Public Hearing; (B) Action

3.D. **1325 Empire Avenue and Parcel SA-200 – Plat Amendment** – The Applicant Proposes a Plat Amendment to Amend the Knudson Subdivision and Parcel SA-200 and Re-Subdivide the Vacant Lots into Four Lots to Eventually Allow for Four Single-Family Dwellings. PL-22-05357 (45 mins.)
(A) Public Hearing; (B) Possible Recommendation for City Council Consideration on a Date Uncertain

3.E. **Land Management Code Amendments -** The Planning Commission Will Review Amendments to Create a Maximum Lot Size for the Historic Residential Zoning Districts, Including Historic Residential Low - Density, Historic Residential - 1, Historic Residential -

2, and Historic Residential Medium. P-23-05655 (30 mins.)
(A) Public Hearing; (B) Possible Recommendation for City Council Consideration on October 26, 2023

3.F. **Land Management Code Amendments** - The Planning Commission Will Review Amendments to Sections 15-1-8 *Review Procedure Under the Code*, Sections 15-2.1-6, 15-2.2-6, and 15-2.3-6 Development on Steep Slopes, Chapter 15-7 *Subdivisions*, and Section 15-12-15 *Review by Planning Commission* to Establish Planning Commission Review for All Steep Slope Conditional Use Permits, Establish Planning Commission Final Action for Plats, and Section 15-1-12 *Notice* and Section 15-1-21 *Notice Matrix* to Align With Changes to State Code. PL-23-05649 (30 mins.)
(A) Public Hearing; (B) Possible Recommendation for City Council Consideration on October 26, 2023

4. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting.

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

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

Planning Commission
Staff Report

Subject: **Bald Eagle Club at Deer Valley Unit 55 Third Amended**
Application: **PL-23-05609**
Author: **Spencer Cawley, Planner II**
Date: **September 27, 2023**
Type of Item: **Administrative – Plat Amendment**

Recommendation

(I) Review the Bald Eagle Club at Deer Valley Unit 55 Third Amended plat, (II) hold a public hearing, and (III) forward a recommendation for City Council's consideration on October 26, 2023, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the Draft Ordinance (Exhibit A).

Description

Applicant:	Ricardo A. Salas Revocable Trust Park City Surveying, representative
Location:	7875 Bald Eagle Drive
Zoning District:	Residential Development
Adjacent Land Uses:	Residential; Recreation and Open Space
Reason for Review:	Plat Amendments require Planning Commission recommendation and City Council action[1]

LMC Land Management Code
MPD Master Planned Development
RD Residential Development
SLO Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Background

7875 Bald Eagle Drive is Unit 55 of The Bald Eagle Club at Deer Valley, in the Residential Development (RD) Zoning District, and part of the Deer Valley Master Planned Development (MPD). Bald Eagle was developed as a condominium project and each Unit owner owns the ground upon which a house can be built. The Bald Eagle Community Condominiums' conceptual MPD was approved by the Planning Commission on May 3, 1989. The final Condominium Plat was approved by the City Council on July 20, 1989. The final Subdivision Plat was recorded with Summit County on August 3, 1989. The recorded plat identifies "Expandable Area A", where Unit 55 now exists.

The following image, provided by the Applicant, shows Unit 55 and the immediate

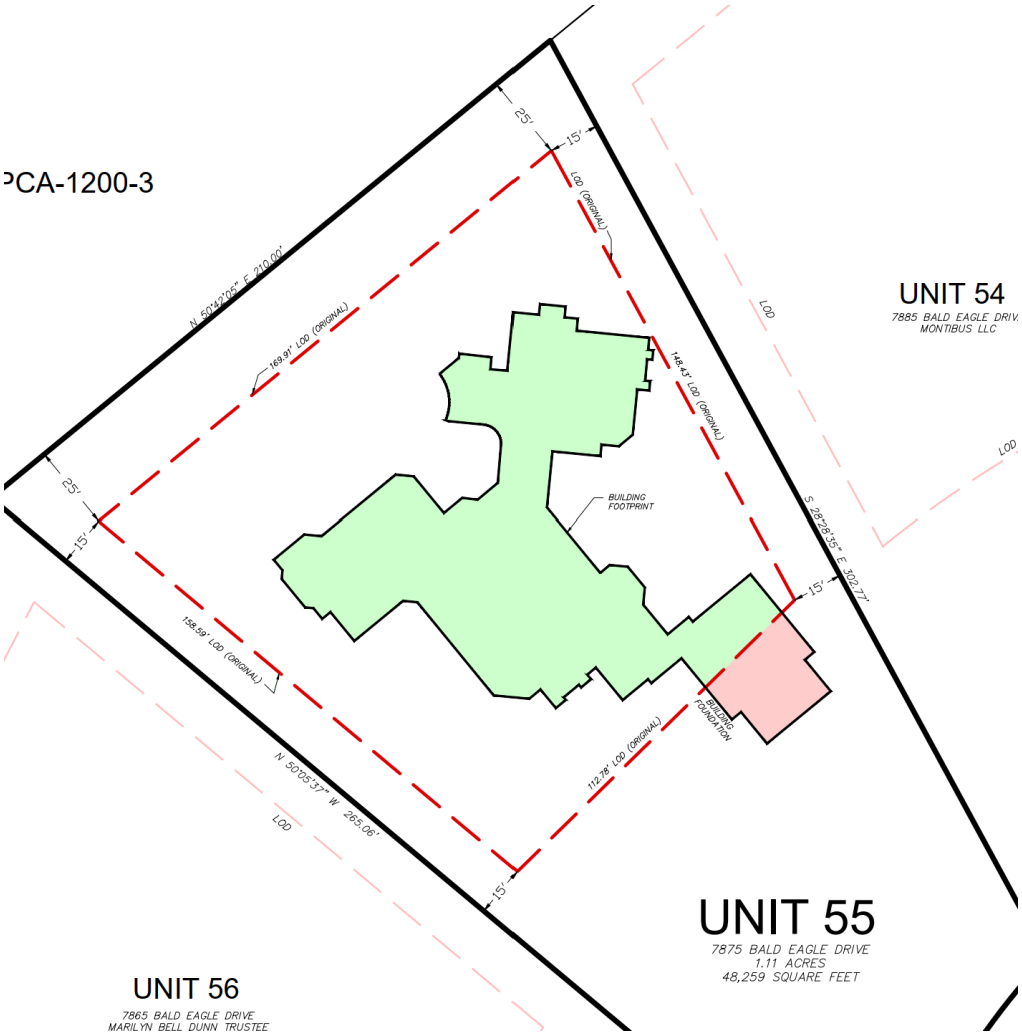
[1] LMC § 15-12-15(B)(9)

vicinity:

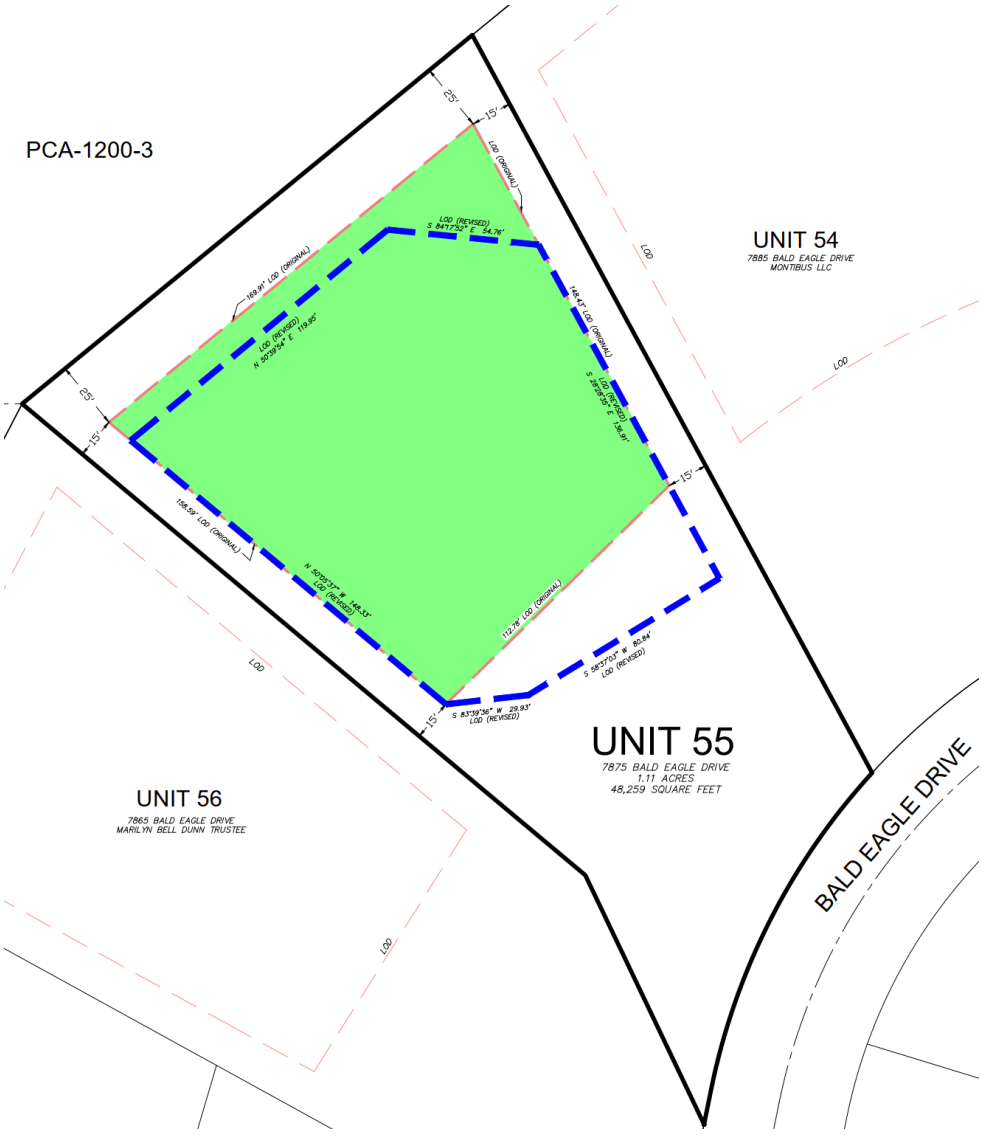
On May 12, 1992, the Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive was recorded and created five Units within platted Expandable Area A. This plat established the Limits of Disturbance (LOD) for each Unit. The LOD represents the boundary in which all building and associated construction disturbance may occur. The Building Footprint can shift within the LOD, but construction disturbance may not occur 15 feet from the established Building Footprint. See Exhibit B.

According to the Applicant's Project Description (Exhibit C), the property owner proposes to modify the platted LOD because the existing Single-Family Structure (pictured below), constructed in 1994, was built outside of the platted LOD.

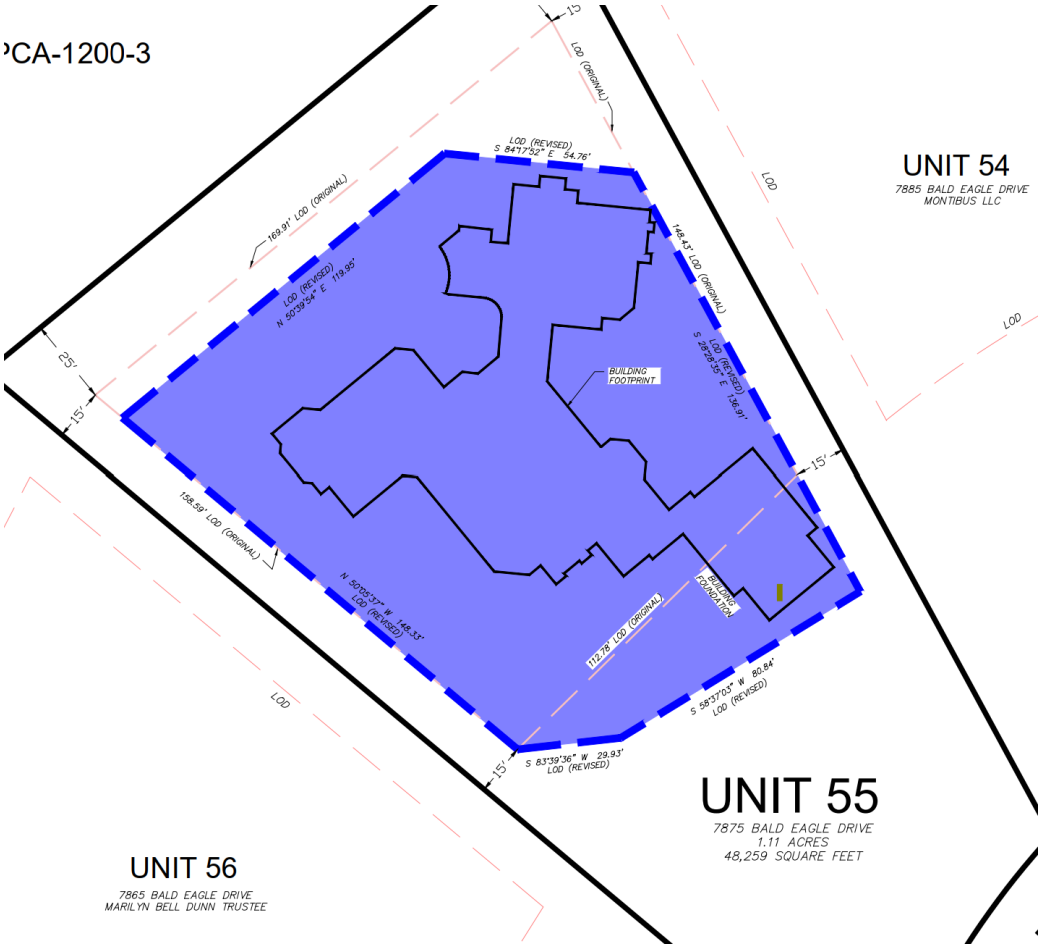
The existing LOD is outlined by the red dashed line, the area of the Building Footprint inside the LOD is highlighted green, and the area outside the LOD is highlighted in Red. This image was provided by the Applicant's Representative and is attached as Exhibit D, p. 1:



The image below, provided by the Applicant's representative (Exhibit D, p. 2), shows the existing LOD shaded in green and the revised LOD indicated by the dashed blue line:



If approved, the new LOD will encompass the existing Structure, maintain the original platted LOD Area of 21,285 square feet, and will not increase the buildable Area as seen in this image taken from Exhibit D, p. 4:



BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS	
ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

In the future, the Applicant may propose exterior changes to the Structure. Because the Building Footprint sits outside the LOD, the property owner cannot make these changes due to non-compliance with the existing plat. Ultimately, this amendment will bring the Unit into compliance with the as-built Structure. Future changes will require adherence to the amended plat and the Land Management Code.

Analysis

A Plat Amendment is required to amend platted elements.[2] Plat Amendments require Planning Commission review and recommendation to City Council for Final Action.[3]

(I) The proposed Plat Amendment complies with the Residential Development (RD) Zoning District Requirements.

The purposes[4] of the RD Zoning District are to:

1. Allow a variety of Residential Uses that are compatible with the City's Development objectives, design standards, and growth capabilities;
2. Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services;
3. Allow commercial and recreational activities that are in harmony with residential neighborhoods;
4. Minimize impacts of the automobile on architectural design;
5. Promote pedestrian connections within Development and between adjacent Areas; and
6. Provide opportunities for variation in architectural design and housing types.

Single-Family Structures are an Allowed Use in the RD Zoning District.[5]

The table below outlines the RD Zoning District Lot and Site Requirements established in LMC § 15-2.13-3:

RD Zoning District Requirement	Analysis of Proposal
Front Setback: 15 feet	**Complies -** The Structure is set back 110 feet from the Front Unit Line.
Side Setback: 12 feet	**Complies -** The Structure is set back 15 feet, six inches on the east side and 25 feet, nine inches on the west side at the Structure's closest points to the Side Unit Lines.
Rear Setback: 15 feet	**Complies -** The Structure is set back 54 feet from the Rear Unit Line.

(II) The proposal complies with the Sensitive Land Overlay Criteria outlined in LMC Chapter 15-2.21.

[2] LMC § 15-7.1-3(B)
[3] LMC § 15-12-15(B)(9)
[4] LMC § 15-2.13-1
[5] LMC § 15-2.13-2(A)(1)

The Site is located within the Sensitive Land Overlay (SLO). LMC § 15-2.21-2(A) requires:

> *Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide at time of Application, a Sensitive Lands Analysis.*

The Applicant's representative compiled a Sensitive Land Overlay (SLO) Report, attached as Exhibit F. Please see the exhibits in the SLO Report to review the maps. The Applicant's representative has also provided aerial video for the Planning Commission to review which is available here and here. Additional photos of the Site are attached as Exhibit G.

The table below outlines the findings of the analysis:

SLO Analysis Criteria	**Analysis of Proposal**
Slope/Topographic Map: A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geological hazard, Areas subject to land sliding, and all significant Steep Slopes in categories of greater than 15%, 30-40%, and greater than 40%.	Per LMC § 15-2.21-4, no Development is allowed on or within 50 feet of Very Steep Slopes (greater than 40%). An Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. There are no slopes greater than 40% within the LOD cover an area of at least 25 feet vertically, upslope or downslope, nor 50 feet horizontally. Within the existing and proposed LOD, most slopes are less than 30%. There are some areas outside the LOD that range from 30-40% and greater. However, because these areas are outside the existing and proposed LOD, the Applicant cannot construct or develop on these steep slopes. See Exhibit F, p. 24-25.
Ridge Line Areas: A map depicting all Crests of Hills and Ridge Line Areas.	The site exists between the elevations of 8360 feet and 8380 feet and is not near any ridge lines. For comparison Bald Eagle Mountain is at an elevation of approximately 8471 feet.
Vegetative Cover: A detailed map of vegetative cover, depicting the following: a. Deciduous trees;	Low Stump Tree Service provided an Arborist Consultation report identifying the site's vegetative coverage (Exhibit F, p. 18-20). a. Deciduous trees: Quaking Aspen.

b. Coniferous trees; c. Gamble oak or high shrub; and d. Sage, grassland, and agricultural crops.	b. Conifer: White Fir, Douglas Fir, and Colorado Spruce. c. Gamble oak or high shrub: Not present. d. Sage, grassland, and agricultural crops: Not present. The Arborist report indicates good health of the site's vegetation. There are signs of a fungal disease present among the aspens, but it is below average. Pages 23 and 25 of Exhibit F shows the location of existing Significant Vegetation.[6] This Plat Amendment will shift the LOD away from a heavily vegetated Area to an Area previously disturbed. **Condition of Approval 5:** To the extent possible, existing Significant Vegetation shall be maintained on Site and protected from future development. Any removed Significant Vegetation shall be replaced pursuant to the regulations outlined in LMC § 15-5-5(N) *Landscaping*. Multiple trees equivalent in caliper and size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
Designated Entry Corridors and Vantage Points: Designated entry corridors and Vantage Points present within or adjacent to the Site, including Utah Highway 248 east of Wyatt Earp Way and Utah Highway 224 north of Holiday Ranch Loop Road and Payday Drive as identified by Staff.	The property is not visible from the designated entry corridors and vantage points outlined in LMC § 15-2.21-3(6).
Wetlands: A map delineating all Wetlands established by using the 1987 Federal Manual for Identifying and Delineating Jurisdictional	The property is not near wetlands.

[6] LMC § 15-1-1 defines Significant Vegetation as "Includes all large trees six inches in diameter or greater measured four and one-half feet above the ground, all groves of small trees, and all clumps or oak or maple covering an Area 50 square feet or more measured at the drip line".

Wetlands, as amended.[7]	
Stream Corridors, Canals, and Irrigation Ditches: A map delineating all stream corridors, canals, and irrigation ditches defined by the Ordinary High-Water Mark.	The property is not affected by any streams, canals, or irrigation ditches.
Wildlife Habitat Areas: A map depicting all wildlife habitat areas, as defined by a Wildlife Habitat Report shall be provided by the Applicant.	In Exhibit F, p. 11-17 of the SLO Report, the following Wildlife Habitats are substantial and either cross the property or are nearby: • Elk • Moose • Black Bear • Snowshoe Hare • Dusky Grouse • Mule Deer The Site is not in or nearby any migration corridors. This Plat Amendment will not result in the disturbance of Sensitive or Specifically Valued Species occupying or using on-Site and adjacent natural Areas.

(III) The proposal complies with LMC § 15-7.1-3(B), *Plat Amendment*.

Plat amendments shall be reviewed according to LMC § 15-7.1-6, *Final Subdivision Plat*, and approval shall require a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

A. There is Good Cause for this Plat Amendment because it resolves a non-conformity and brings the property into compliance.

LMC § 15-15-1 defines Good Cause as "[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City Community."

There is Good Cause for this Plat Amendment because it:

[7] See LMC § 15-2.21-6

- Conforms to the site's as-built conditions;
- Complies with the RD Zoning District Requirements;
- Does not increase density;
- Will not disturb Significant Vegetation;
- Resolves existing non-conformity; and,
- Maintains the platted LOD square footage as established in 1992.

B. No Public Street or Right-of-Way is vacated or amended.

All roads in the Bald Eagle Club are private. This amendment does not alter access to the property or assume the existing roads are now public Rights-of-Way.

C. No easement is vacated or amended.

Unit 55 has a five-foot-wide non-exclusive utilities and drainage easement along the side and front Unit lines. The site also has a 10-foot-wide non-exclusive utilities and drainage easement along the rear Unit line. These easements will be upheld with this Plat Amendment.

(IV) The Development Review Committee met on April 18, 2023, reviewed the proposal, and finds it complies with required standards and practices.[8]

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Staff recommends the following Condition of Approval:

- **Condition of Approval 5** – The plat shall note that all Conditions of Approval and Plat Notes from the Bald Eagle Club at Deer Valley Second Amendment plat continue to apply.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 13, 2023. Staff mailed courtesy notice to property owners within 300 feet on September 13, 2023. The *Park Record* published notice on September 13, 2023.[9]

Public Input

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

[8] The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[9] LMC § 15-1-21

Alternatives

- The Planning Commission may forward a positive recommendation for Ordinance No. 2023-XX, Approving the Bald Eagle Club at Deer Valley Unit 55 Third Amended, to the City Council for Consideration on October 26, 2023; or
- The Planning Commission may forward a negative recommendation for Ordinance No. 2023-XX, Denying the Bald Eagle Club at Deer Valley Unit 55 Third Amended, to the City Council and direct Staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance and Proposed Plat
Exhibit B: Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive
Exhibit C: Project Description
Exhibit D: Limits of Disturbance Visual Aid
Exhibit E: Roof Over Topography
Exhibit F: Sensitive Land Overlay Report
Exhibit G: Site Photos

Ordinance No. 2023-XX

AN ORDINANCE APPROVING THE BALD EAGLE AT DEER VALLEY UNIT 55 THIRD AMENDED, LOCATED AT 7875 BALD EAGLE DRIVE, PARK CITY, UTAH

WHEREAS, the owner of the property located at 7875 Bald Eagle Drive petitioned the City Council for approval of the Bald Eagle At Deer Valley Unit 55 Third Amended plat amendment; and

WHEREAS, on September 13, 2023, notice published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on September 13, 2023, courtesy notice was mailed to property owners within 300 feet of 7875 Bald Eagle Drive; and

WHEREAS, on September 27, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on September 27, 2023, the Planning Commission forwarded a _____ recommendation for City Council's consideration on October 26, 2023; and

WHEREAS, on October 26, 2023, the City Council reviewed the application and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management Code including § 15-7.1-3(B), § 15-12-15(B)(9), Chapter 15-2.13, and Chapter 15-2.21.

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

SECTION 1. APPROVAL. The Bald Eagle At Deer Valley Unit 55 Third Amended, located at 7875 Bald Eagle Drive, as shown in Attachment 1, is approved subject to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 7875 Bald Eagle Drive, Unit 55 of the Bald Eagle Court at Deer Valley.
2. The property is listed with Summit County as Parcel number BEC-55-2AM.
3. The property is in the Residential Development (RD) Zoning District.
4. Bald Eagle was developed as a condominium project and each Unit owner owns the ground upon which a house can be built.
5. The Second Amendment to Record of Survey Map for an Expandable Condominium Called Bald Eagle at Deer Valley Drive established five Units withing platted Expandable Area A and established the Limits of Disturbance (LOD) for each Unit.

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6. The LOD represents the boundary in which all building and associated construction disturbance may occur.
7. The Building Footprint can shift within the LOD, but construction disturbance may not occur within 15 feet from the established Building Footprint.
8. The property owner proposes to modify the platted LOD because the existing Single-Family Structure, constructed in 1994, was built outside the platted LOD.
9. The proposed LOD will encompass the existing Structure, maintain the original platted LOD Area of 21,285 square feet, and will not increase the buildable area for Unit 55.
10. Single-Family Structures are an Allowed use in the RD Zoning District.
11. The required Front Setback is 15 feet; the existing Structure is set back 100 feet from the Front Unit Line.
12. The required Side Setback is 12 feet; the existing Structure is set back 15 feet, six inches on the east Side Unit Line and 25 feet, nine inches on the west Side Unit Line.
13. The required Rear Setback is 15 feet; the existing Structure is 54 feet from the Rear Unit Line.
14. The Site is located within the Sensitive Land Overlay (SLO).
15. The proposal complies with the SLO Criteria pursuant to LMC § 15-2.21-2(A)
    a. Slope/Topography – No Development is allowed on or within 50 feet of Very Steep Slopes (greater than 40%). However, an Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition. There are no slopes greater than 40% within the LOD cover an area of at least 25 feet vertically, upslope or downslope, nor 50 feet horizontally. Within the existing and proposed LOD, most slopes are less than 30%. There are some areas outside the LOD that range from 30-40% and greater. However, because these areas are outside the existing and proposed LOD, the Applicant cannot construct or develop on these steep slopes.
    b. Ridge Line Areas – The site exists between the elevations of 8360 feet and 8380 feet and is not on any ridge lines.
    c. Vegetative Coverage – Low Stump Tree Service provided an Arborist Consultation report identifying the site's vegetative coverage.
        i. Deciduous trees: Quaking Aspen.
        ii. Conifer: White Fir, Douglas Fir, and Colorado Spruce.
        iii. Gable oak or high shrub: Not present.
        iv. Sage, grassland, and agricultural crops: Not present.

       The Arborist report indicates good health of the site's vegetation. There are signs of a fungal disease present among the aspens but is below average. This Plat Amendment will shift the LOD away from a heavily vegetated Area to an Area previously disturbed.
    d. Designated Entry Corridors and Vantage Points – The property is not visible from the designated entry corridors and vantage points outlined in LMC § 15-2.21-3(6).
    e. Wetlands – The Property is not affected by any designated wetlands as determined by UGS data updated July 19, 2022, and approved from the

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National Wetland Inventory.

f. Stream Corridors, Canals, and Irrigation Ditches – The property is not affected by any designated streams, canals, or irrigation ditches as determined by UGS data updated July 19, 2022, and approved from the National Wetland Inventory.
g. Wildlife Habitat Areas – The Site is not in or nearby any migration corridors. This Plat Amendment will not result in the disturbance of Sensitive or Specifically Valued Species occupying or using on-Site and adjacent natural Areas.

16. There is Good Cause for this Plat Amendment because it resolves a non-conformity and brings the property into compliance.
    a. Conforms to the site's as-built conditions;
    b. Complies with the RD Zoning District Requirements;
    c. Does not increase density;
    d. Will not disturb Significant Vegetation; and,
    e. Maintains the platted LOD square footage as established in 1992.
17. No Public Street or Right-of-Way is vacated or amended.
    a. All roads in the Bald Eagle Club at Deer Valley are private, and
    b. This amendment does not alter access to the property or assume the existing roads are now public Rights-of-Way.
18. No easement is vacated or amended.
19. The Development Review Committee met on April 18, 2023, reviewed the proposal, and finds it complies with required standards and practices.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including LMC Chapter 15-2.13 *Residential Development (RD) District*, LMC Chapter 15-2.21 *Sensitive Land Overlay Zone Regulations*, and LMC § 15-7.1-6 Final Subdivision Plat.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall identify all existing non-exclusive utilities and drainage easements along the front, rear, and side Unit lines.

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4. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected from future development. Any removed Significant Vegetation shall be replaced pursuant to the regulations outlined in LMC § 15-5-5(N). Landscaping. Multiple trees equivalent in caliper and size of the removed Significant Vegetation may be considered instead of replacement in kind and size.
5. The plat shall note that all Conditions of Approval and Plat Notes from the Bald Eagle Club at Deer Valley Second Amendment plat continue to apply.

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

PASSED AND ADOPTED this 26th day of October 2023.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, MAYOR

ATTEST:

_____

City Recorder

APPROVED AS TO FORM:

_____

City Attorney's Office

Attachment 1 – Proposed Plat

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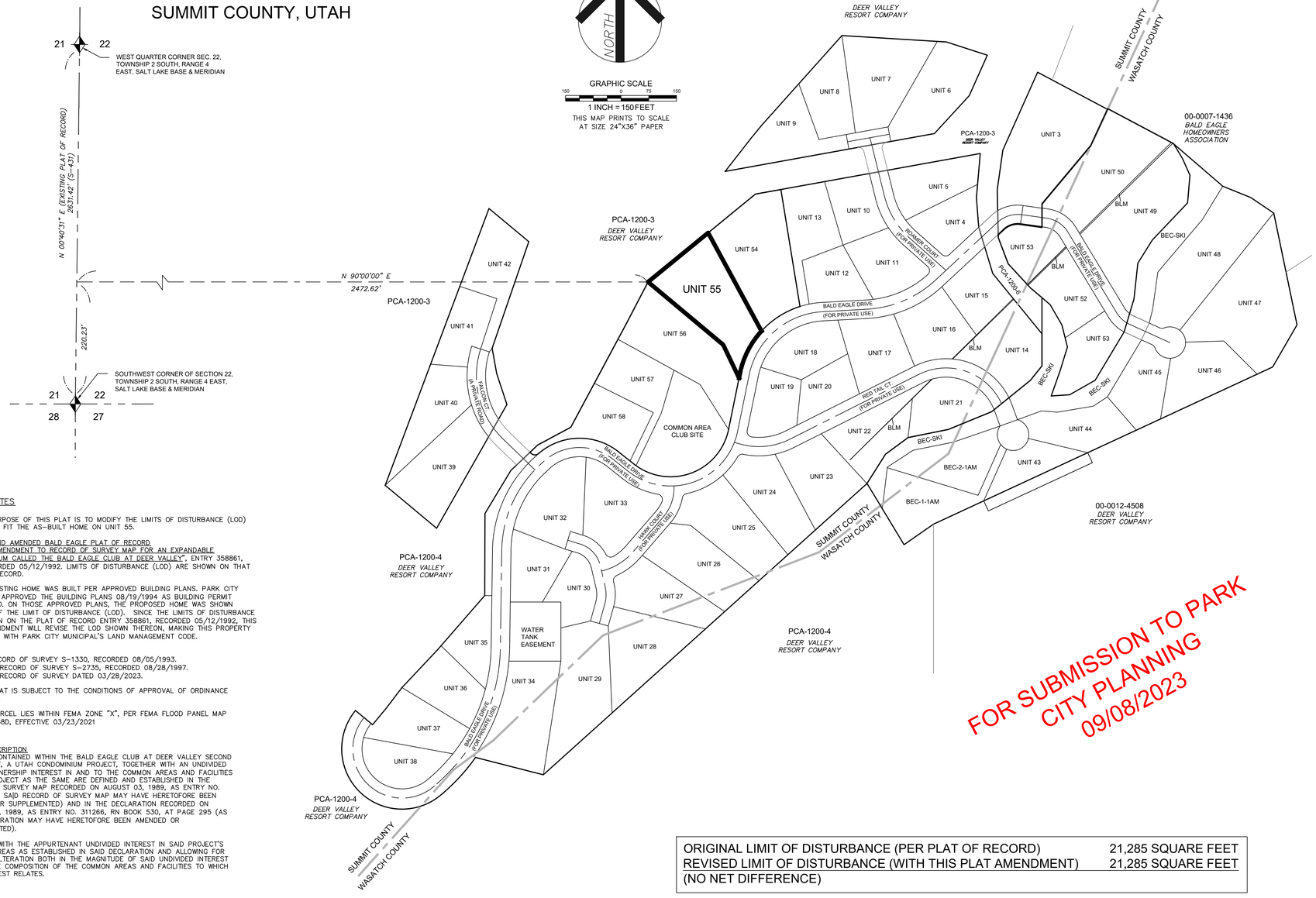
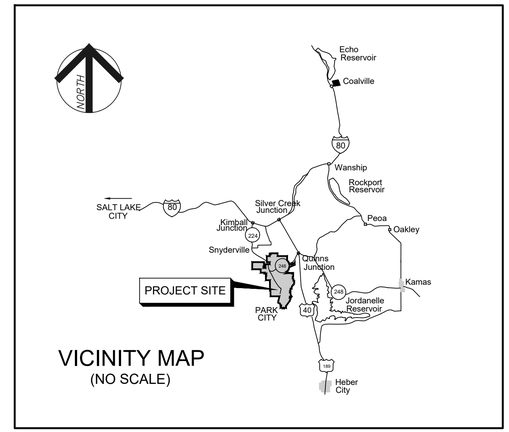
BALD EAGLE CLUB AT DEER VALLEY
UNIT 55 THIRD AMENDED

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN SUMMIT COUNTY, UTAH





VICINITY MAP
(NO SCALE)

PLAT NOTES

1. THE PURPOSE OF THIS PLAT IS TO MODIFY THE LIMITS OF DISTURBANCE (LOD) TO BETTER FIT THE AS-BUILT HOME ON UNIT 55.

2. THE "2ND AMENDED BALD EAGLE PLAT OF RECORD SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY", ENTRY 358861, WAS RECORDED 05/12/1992. LIMITS OF DISTURBANCE (LOD) ARE SHOWN ON THAT PLAT OF RECORD.

3. THE EXISTING HOME WAS BUILT PER APPROVED BUILDING PLANS. PARK CITY MUNICIPAL APPROVED THE BUILDING PLANS 08/19/1994 AS BUILDING PERMIT B94-00250. ON THOSE APPROVED PLANS, THE PROPOSED HOME WAS SHOWN OUTSIDE OF THE LIMIT OF DISTURBANCE (LOD). SINCE THE LIMITS OF DISTURBANCE ARE SHOWN ON THE PLAT OF RECORD ENTRY 358861, RECORDED 05/12/1992, THIS PLAT AMENDMENT WILL REVISE THE LOD SHOWN THEREON, MAKING THIS PROPERTY COMPLIANT WITH PARK CITY MUNICIPAL'S LAND MANAGEMENT CODE.

4. SEE RECORD OF SURVEY S-1330, RECORDED 08/05/1993.
SEE ALSO RECORD OF SURVEY S-2735, RECORDED 08/28/1997.
SEE ALSO RECORD OF SURVEY DATED 03/28/2023.

5. THIS PLAT IS SUBJECT TO THE CONDITIONS OF APPROVAL OF ORDINANCE 2023-____

6. THIS PARCEL LIES WITHIN FEMA ZONE "X", PER FEMA FLOOD PANEL MAP 49043C0938D, EFFECTIVE 03/23/2021

LEGAL DESCRIPTION

UNIT 55, CONTAINED WITHIN THE BALD EAGLE CLUB AT DEER VALLEY SECOND AMENDMENT, A UTAH CONDOMINIUM PROJECT, TOGETHER WITH AN UNDIVIDED 1/58TH OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT AS THE SAME ARE DEFINED AND ESTABLISHED IN THE RECORD OF SURVEY MAP RECORDED ON AUGUST 03, 1989, AS ENTRY NO. 311265 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED ON AUGUST 03, 1989, AS ENTRY NO. 311266, RN BOOK 530, AT PAGE 295 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

FOR SUBMISSION TO PARK CITY PLANNING 09/08/2023

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
(NO NET DIFFERENCE)	

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, SALAS DYNASTY TRUST, DATED JANUARY 6, 2023, RICARDO A. SALAS, TRUSTEE, THE UNDERSIGNED OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS THE "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED", DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE PREPARED, AND DOES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET OUR HAND THIS _____ DAY OF _____, 20____.

_____
RICARDO A. SALAS, TRUSTEE

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

ON THIS ____ DAY OF _____, 20____ SALAS DYNASTY TRUST, DATED JANUARY 6, 2023, RICARDO A. SALAS, TRUSTEE, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE), AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT THEY ARE THE LANDOWNERS, AND THAT SAID DOCUMENT WAS SIGNED BY THEM, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THIS "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED" PLAT AMENDMENT.

SIGNATURE _____

A NOTARY PUBLIC COMMISSIONED IN _____

PRINTED NAME _____

RESIDING IN _____

MY COMMISSION EXPIRES: _____

COMMISSION NUMBER _____

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NUMBER 8910903 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY AND HAVE REFERENCED A RECORD OF SURVEY MAP OF THE EXISTING PROPERTY BOUNDARIES IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED THE BOUNDARY LOCATIONS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

I DO FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PREPARED THIS PLAT AMENDMENT, HEREAFTER TO BE KNOWN AS "BALD EAGLE CLUB AT DEER VALLEY UNIT 55 THIRD AMENDED".

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
STATE OF UTAH

NOT FOR RECORDATION: FOR REVIEW ONLY

SHEET 1 OF 2
09/08/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	ENGINEER'S CERTIFICATE	COUNCIL APPROVAL & ACCEPTANCE	PARK CITY PLANNING COMMISSION	CERTIFICATE OF ATTEST	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 20___.	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 20___.	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ___ DAY OF _____, 20___.	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ DAY OF _____, 20___.	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 20___	APPROVED AS TO FORM THIS _____ DAY OF _____, 20___.	APPROVED THIS _____ DAY OF _____, 20___.	ENTRY NUMBER: _____ BOOK _____ PAGE: _____ STATE OF UTAH, COUNTY OF _____ DATE: _____ TIME: _____ FEE PAID: _____ RECORDED AND FILED AT THE REQUEST OF: _____ COUNTY RECORDER:
_____ S.B.W.R.D. REPRESENTATIVE	_____ PARK CITY ENGINEER	_____ PARK CITY MAYOR	_____ PLANNING COMMISSION CHAIRMAN	_____ PARK CITY RECORDER	_____ PARK CITY ATTORNEY	_____ BY: JEFF WARD, GIS DIRECTOR SUMMIT COUNTY GIS COORDINATOR	NOT FOR RECORDATION: FOR REVIEW ONLY

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BALD EAGLE CLUB AT DEER VALLEY
UNIT 55 THIRD AMENDED

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

PCA-1200-3

UNIT 54
7885 BALD EAGLE DRIVE
MONTIBUS LLC

UNIT 13

UNIT 12

UNIT 55
7875 BALD EAGLE DRIVE
1.11 ACRES
48,259 SQUARE FEET

UNIT 56
7865 BALD EAGLE DRIVE
MARILYN BELL DUNN TRUSTEE

UNIT 57

COMMON AREA
CLUB SITE

UNIT 18
7900 BALD EAGLE DRIVE
ROBERT S. GORDON

UNIT 19
7871 BALD EAGLE DRIVE
MICHAEL J. ALKIRE

UNIT 20

BALD EAGLE DRIVE
(FOR PRIVATE USE)

N 50°42'06" E 210.00'
169.91' LOD (ORIGINAL) TO BE REMOVED WITH THIS PLAT AMENDMENT
LOD (REVISED) N 60°39'54" E 119.85'
LOD (REVISED) S 84°17'52" E 54.76'
146.43' LOD (ORIGINAL)
LOD (REVISED) S 26°28'35" E 158.91'
S 26°28'35" E 302.77'
158.39' LOD (ORIGINAL)
N 50°05'37" W 116.33' LOD (REVISED)
112.78' LOD (ORIGINAL) TO BE REMOVED WITH THIS PLAT AMENDMENT
S 58°37'03" W 80.84' LOD (REVISED)
S 83°39'36" W 29.93' LOD (REVISED)
N 50°05'37" W 265.06'
LOD (ORIGINAL)
25'
15'
35'
R=240.00'
A=129.54'
Δ=30°55'33"
CHD BRG=S 26°59'25" W
CHD L=127.98'
N 25°30'06" W 99.56'
S 11°31'38" W 13.00'
25.00'
R=215.00'
A=262.54'
(SEE PLAT ENTRY 311265)

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

NORTH

LEGEND
LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)
LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS:

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

NOT FOR RECORDATION: FOR REVIEW ONLY

SHEET 2 OF 2
09/08/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

RECORDED

FOR SUBMISSION TO PARK CITY PLANNING 09/08/2023

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LEGEND

7885 INDICATES STREET ADDRESS

● IRON ROD SET

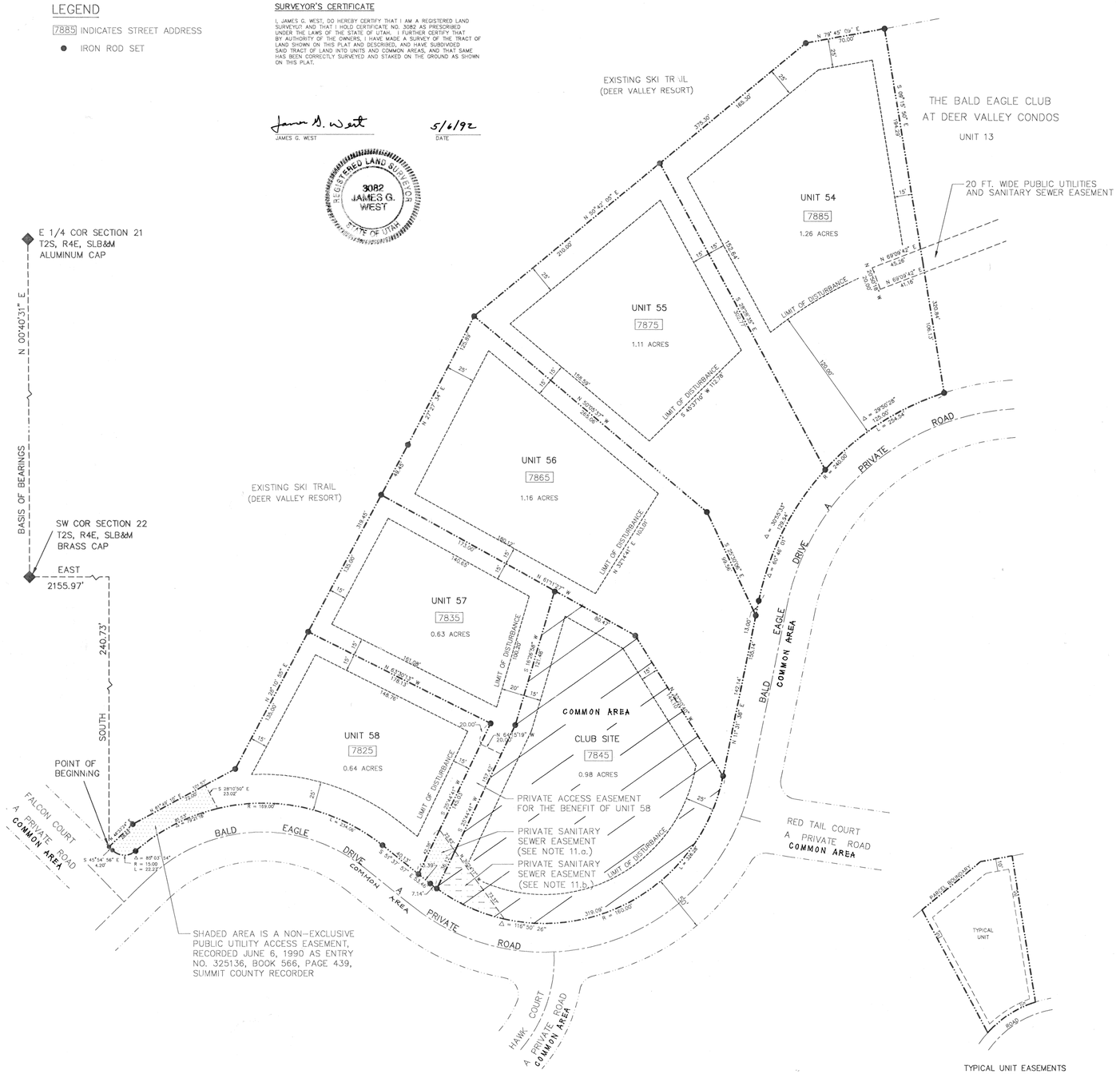
SURVEYOR'S CERTIFICATE

I, JAMES G. WEST, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO UNITS AND COMMON AREAS, AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

James G. West — 5/6/92

JAMES G. WEST — DATE

REGISTERED LAND SURVEYOR 3082 JAMES G. WEST STATE OF UTAH



TYPICAL UNIT EASEMENTS
(UNLESS NOTED OTHERWISE)
NTS

1" = 50'

DESCRIPTION

THE BALD EAGLE CLUB AT DEER VALLEY, EXPANSION AREA "A"

The Bald Eagle Club at Deer Valley, Expansion Area "A", located in Sections 22 and 27, Township 2 South, Range 4 East, Salt Lake Baseline and Meridian, Park City, Summit County, Utah, being more particularly described as follows:

Beginning at a point which is South 240.73 feet and East 2155.97 feet from the Southwest corner of said Section 22, said point lying on the Northerly boundary of Parcel D of An Expandable Condominium called The Bald Eagle Club at Deer Valley, said point also lying on the Northeasterly right-of-way line of Falcon Court, a private road; thence along said Northerly boundary line of Parcel D the following six courses:

N 46°33'24" E 28.63 feet;
thence N 61°49'10" E 101.57 feet;
thence N 28°10'55" E 319.45 feet;
thence N 27°27'34" E 125.89 feet;
thence N 50°42'05" E 375.30 feet;
thence N 79°45'09" E 70.00 feet to the Northwest corner of Unit 13, The Bald Eagle Club at Deer Valley; thence along the Westerly boundary of said Unit 13 S 09°15'50" E 320.84 feet to the Southwest corner of Unit 13, said point also lying on the Northerly right-of-way of Bald Eagle Drive, a private road and being on a 240.00 foot radius curve to the left (center bears S 17°42'21" E); thence along said right-of way the following five courses:

254.54 feet along the arc of said curve to the point of tangency;
thence S 11°31'38" W 155.14 feet to a point of curvature on a 160.00 foot radius curve to the right;
thence along the arc of said curve 326.28 feet to the point of tangency;
thence N 51°37'57" W 53.46 feet to a point of curvature on a 169.00 foot radius curve to the left;
thence 234.06 feet along the arc of said curve to a point on a 15.00 foot radius reverse curve to the right;
thence 22.27 feet along the arc of said reverse curve to the point of tangency;
thence N 45°54'56" W 4.20 feet to the point of beginning.

Containing 5.78 Acres, more or less.

OWNER'S CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT MARC DEVELOPMENT, INC. DOES HEREBY CERTIFY THAT THEY ARE THE FEE OWNER OF THE TRACT OF LAND DESCRIBED AND SHOWN HEREIN AND THEY HAVE CAUSED THIS RECORD OF SURVEY MAP TO BE PREPARED FOR A PROJECT TO BE KNOWN AS THE BALD EAGLE CLUB AT DEER VALLEY, AN EXPANDABLE CONDOMINIUM. WE HEREBY SUBMIT THE PROPERTY TO THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT AND GIVE CONSENT TO ITS RECORDATION FOR THE SAME.

IN WITNESS THEREOF, WE HAVE SET OUR SIGNATURE THE 7 DAY OF May, 1992.

MARC DEVELOPMENT, INC.

BY: Mark D. Kaplan
MARK D. KAPLAN, PRESIDENT

ACKNOWEDGEMENT

STATE OF IL

COUNTY OF Cook

ON THE 7th DAY OF May, 1992 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MARK KAPLAN, PRESIDENT OF MARC DEVELOPMENT, INC., WHO EXECUTED THE SAME FOR THE CORPORATION.

Lester E. Szmitko
NOTARY PUBLIC

RESIDING AT: 6264 Pinehurst Dr. Long Grove, IL 60047

MY COMMISSION EXPIRES: 9/8/93

OFFICIAL SEAL
LESTER E. SZMITKO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/8/93

NOTES

1. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENTS ALONG ALL SIDE UNIT LINES AS SHOWN, UNLESS NOTED OTHERWISE.
2. 5.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL FRONT UNIT LINES AS SHOWN, UNLESS NOTED OTHERWISE.
3. 10.0 FOOT WIDE NON-EXCLUSIVE UTILITIES AND DRAINAGE EASEMENT ALONG ALL PARCEL BOUNDARY LINES AND REAR UNIT LINES.
4. ALL ROADS SHOWN ARE PRIVATE ROADS AND NON-EXCLUSIVE PUBLIC UTILITY AND DRAINAGE EASEMENTS. IT IS ANTICIPATED AT THE TIME OF RECORDING THAT PARK CITY, SUMMIT COUNTY AND WASATCH COUNTY DO NOT AND WILL NEVER HAVE ANY RESPONSIBILITY FOR THE INSTALLATION, MAINTENANCE OR EVENTUAL REPLACEMENT OF THE ROADS, BRIDGES OR TUNNEL WITHIN THIS CONDOMINIUM OR ANY EXPANSIONS THEREOF. UNIT PURCHASERS ARE CAUTIONED TO BE FULLY AWARE OF THE MAINTENANCE COVENANT AND CONDOMINIUM DECLARATION RECORDED CONCURRENTLY WITH THIS CONDOMINIUM PLAT.
5. THE OWNER HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT AND PARK CITY FIRE PROTECTION DISTRICT NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS, SANITARY SEWER EASEMENTS (S.B.S.I.D. ONLY) AND PRIVATE ROADS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND DOES FURTHER DEDICATE INGRESS AND EGRESS FOR PERPETUAL USE BY EMERGENCY AND UTILITY VEHICLES OVER THE COMMON AREAS AND PRIVATE ROADS.
6. LIMITS OF DISTURBANCE REPRESENT THE BOUNDARY IN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINT IS ESTABLISHED, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOTPRINT CAN SHIFT WITHIN THE LIMITS OF DISTURBANCE. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
   NO TREE CUTTING FOR THE PURPOSE OF PROVIDING VIEW CORRIDORS SHALL BE PERMITTED.
7. ACCESS TO THE BUILDING FOOTPRINT SHALL BE NO WIDER THAN 14 FEET, AND THE ASSOCIATED LIMITS OF CUT AND FILL SLOPES SHALL BE THE STEEPEST SLOPES APPROVED BY THE GEOTECHNICAL REPORTS. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
8. LIMITS OF DISTURBANCE FOR ALL UTILITY CONSTRUCTION INTO EACH UNIT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
9. ADDITIONAL TREE AND NATURAL FEATURE PROTECTION, AS DEPICTED ON THE SITE PLAN, BALD EAGLE CLUB EXPANSION AREA "A", DATED MARCH 17, 1992, SHALL BE REQUIRED AT THE TIME OF INDIVIDUAL UNIT SITE APPROVALS.
10. THE OWNER HEREBY DEDICATES TWO PRIVATE SANITARY SEWER EASEMENTS FOR THE PURPOSE OF INSTALLING, OPERATING AND MAINTAINING PRIVATE SANITARY SEWER LATERALS AS FOLLOWS:
    a. PRIVATE SANITARY SEWER EASEMENT ACROSS UNIT 57 FOR THE BENEFIT OF UNIT 58.
    b. PRIVATE SANITARY SEWER EASEMENT ACROSS THE CLUB SITE FOR THE BENEFIT OF UNITS 57 AND 54.
11. MAXIMUM HOUSE SIZE IS 10,000 SQUARE FEET, GROSS, PLUS AN ADDITIONAL 600 SQUARE FEET FOR A GARAGE. GARAGES LARGER THAN 600 SQUARE FEET SHALL HAVE THE ADDITIONAL SQUARE FOOTAGE TAKEN OUT OF THE MAXIMUM PERMITTED FOR THE HOUSE.
12. THE TWO EMPLOYEE HOUSING UNITS SHALL NOT BE CONDOMINIUMIZED OR SOLD SEPARATELY.
13. CLUB SITE LIMITS OF DISTURBANCE MAY SHIFT TO ACCOMMODATE PARKING AND EXISTING VEGETATION. THIS MAY INCLUDE EXPANSION OF EXISTING LIMITS, WHICH SHALL BE OFFSET BY SHIFTS IN OTHER AREAS TO PRESERVE AND PROTECT SIGNIFICANT EXISTING VEGETATION.

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 8TH DAY OF MAY, 1992.

Eric W. DeHaan PE
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THE 11th DAY OF May, 1992.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 11th DAY OF May, 1992.

CITY ATTORNEY

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL ON THIS 17TH DAY OF APRIL, 1992; AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED.

Bradley A. Olch — Anita L. Shelton
MAYOR — CITY RECORDER

SUMMIT COUNTY UTAH CORPORATE SEAL MARCH 1, 1861

RECORDED

RECORDED AND FILED AT THE REQUEST OF: High Country Title
NO. 358861
STATE Utah
COUNTY Summit
DATE 05-12-92
TIME 3:00 PM
FILING FEE 22.50

Alan Spriggs
COUNTY RECORDER

Sno-engineering, Inc.
The Resort Planners
P.O. BOX 1726 PARK CITY, UTAH 84060
801-649-4777

SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY

LOCATED IN SECTIONS 22 AND 27, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASELINE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PLAT AMENDMENT
7875 Bald Eagle Drive
Park City, UT 84060

Unit 55 of the "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley."

03/31/2023
Project Description
The landowners of 7875 Bald Eagle Drive, Park City, Utah wish to modify the Platted Building Envelope. A portion of the then-approved house is currently outside of the Plat of Record Building Envelope. The revised building envelope will have the same Square Footage as on the original Bald Eagle 2nd Amended plat of record.

GOOD CAUSE: This Plat Amendment will bring the property into compliance.

- The revised LOD is compliant with the RD zone requirements.
- The revised LOD is consistent with the pattern of development in this neighborhood.
- The revised LOD will not disturb an increased area not previously allowed.
- Similar situations of this exact nature are being addressed currently through Park City Planning. (Unit 9, for example.)

OTHER DETAILS

- No boundaries along the side lot lines or road frontages are changing.
- No physical or platted roadways or easements will be affected or vacated.
- The original and revised Limits of Development (LOD) are 21,285 square feet. No net change.
- The built homes on the adjacent properties will not be negatively affected.

HISTORY

- The "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley" subdivision was recorded 05/12/1992.
- There is an existing home on the property (Built in approximately 1994-1996)
- The existing house, including the location of it on the lot, was approved by Park City Building Department in 1994. The Site & Grading Plan clearly shows a portion of the home outside of the platted Building Envelope.
- Gary Francis, the architect for the original house on Unit 55, states in an email dated 02/21/2023, to Martina Nelson of Park City Surveying:

  "The Architectural Committee (Bob Wells) was given (sole) discretion for shifting the Building Envelope, particularly for reasons of preserving native trees. In the attached preliminary (not as-built necessarily) Site Plan shows areas of existing trees that were

preserved, and the complex footprint that purposely worked its way around these native trees. Although there is no formal "trade-off" shift represented graphically in the Building Envelope, it looks reasonable that the footprint expansion beyond the original BE is less than those areas vacated for native tree protection, as well as the self-imposed setback saving the native tree buffer along the ski run to soften the scale of the home. Again, the primary purpose for the complex shape of the footprint was in acknowledgement of native site amenities.
(See email, attached as part of this document.)

- Sometime after the home was built, there was a remodel of the Master Bedroom area. No additional building footprint on the ground was added.

Park City Surveying

Martina Nelson <martina@pcsurveying.com>

RE: Bald Eagle Unit 9 - Perrin/Gomez Home

Gary Francis <gary@gfarchitect.com> Tue, Feb 21, 2023 at 1:15 PM
To: Martina Nelson <martina@pcsurveying.com>, Paul Schlachter <paul@apollo-designstudio.com>
Cc: CJ Christensen <cj@apollo-designstudio.com>

Hi All,

My recollection is that Bald Eagle originally had these lots platted for condos, but realized later that there was a much higher demand for upscale single-family. Bob Wells, who passed away a few years ago, was the man in charge of everything related to DV Real Estate and we worked with Bob extensively on this and all other DV properties. I don't find correspondence archived, however.

That said, I see on Plat Amendment 2, Notes 6 and 13, that the Architectural Committee (Bob Wells) is given (sole) discretion for shifting the Building Envelope, particularly for reasons of preserving native trees. In the attached preliminary (not as-built necessarily) Site Plan shows areas of existing trees that were preserved, and the complex footprint that purposely worked it's way around these native trees. Although there is no formal "trade-off" shift represented graphically in the Building Envelope, it looks reasonable that the footprint expansion beyond the original BE is less than those areas vacated for native tree protection, as well as the self-imposed setback saving the native tree buffer along the ski run to soften the scale of the home. Again, the primary purpose for the complex shape of the footprint was in acknowledgement of native site amenities.

I hope this helps.

Thanks,

Gary Francis

435-655-5508 Cell

gary@gfarchitect.com

Note from Martina Nelson of Park City Surveying.
In Gary Francis' email above, he refers to Note 6 & 13.
While Plat Note 6 seems to apply, Plat Note 13 applies to the Clubhouse Parcel.

BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT

PCA-1200-3

N 50°42'05" E 210.00'

25'

15'

LOD (ORIGINAL)

169.91' LOD (ORIGINAL)

148.43' LOD (ORIGINAL)

S 26°28'35" E 302.77'

BUILDING FOOTPRINT

BUILDING FOUNDATION

112.78' LOD (ORIGINAL)

158.59' LOD (ORIGINAL)

N 50°05'37" W 265.06'

LOD

UNIT 54
7885 BALD EAGLE DRIVE
MONTIBUS LLC

UNIT 13

UNIT 12

UNIT 55
7875 BALD EAGLE DRIVE
1.11 ACRES
48,259 SQUARE FEET

UNIT 56
7865 BALD EAGLE DRIVE
MARILYN BELL DUNN TRUSTEE

R=240.00'
A=129.54'
Δ=30°55'33"
CHD BRG=S 26°59'25" W
CHD L=127.98'

BALD EAGLE DRIVE

N 25°30'06" W 99.58'

S 11°31'38" W
13.02'

UNIT 18
7900 BALD EAGLE DRIVE
ROBERT S. GORDON

UNIT 57

COMMON AREA
CLUB SITE

UNIT 19
7871 BALD EAGLE DRIVE
MICHAEL J. ALKIRE

UNIT 20

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

- LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)
- LIMITS OF DISTURBANCE – REVISED
- BUILDING FOOTPRINT WITHIN ORIGINAL LOD
- BUILDING FOOTPRINT OUTSIDE OF ORIGINAL LOD

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

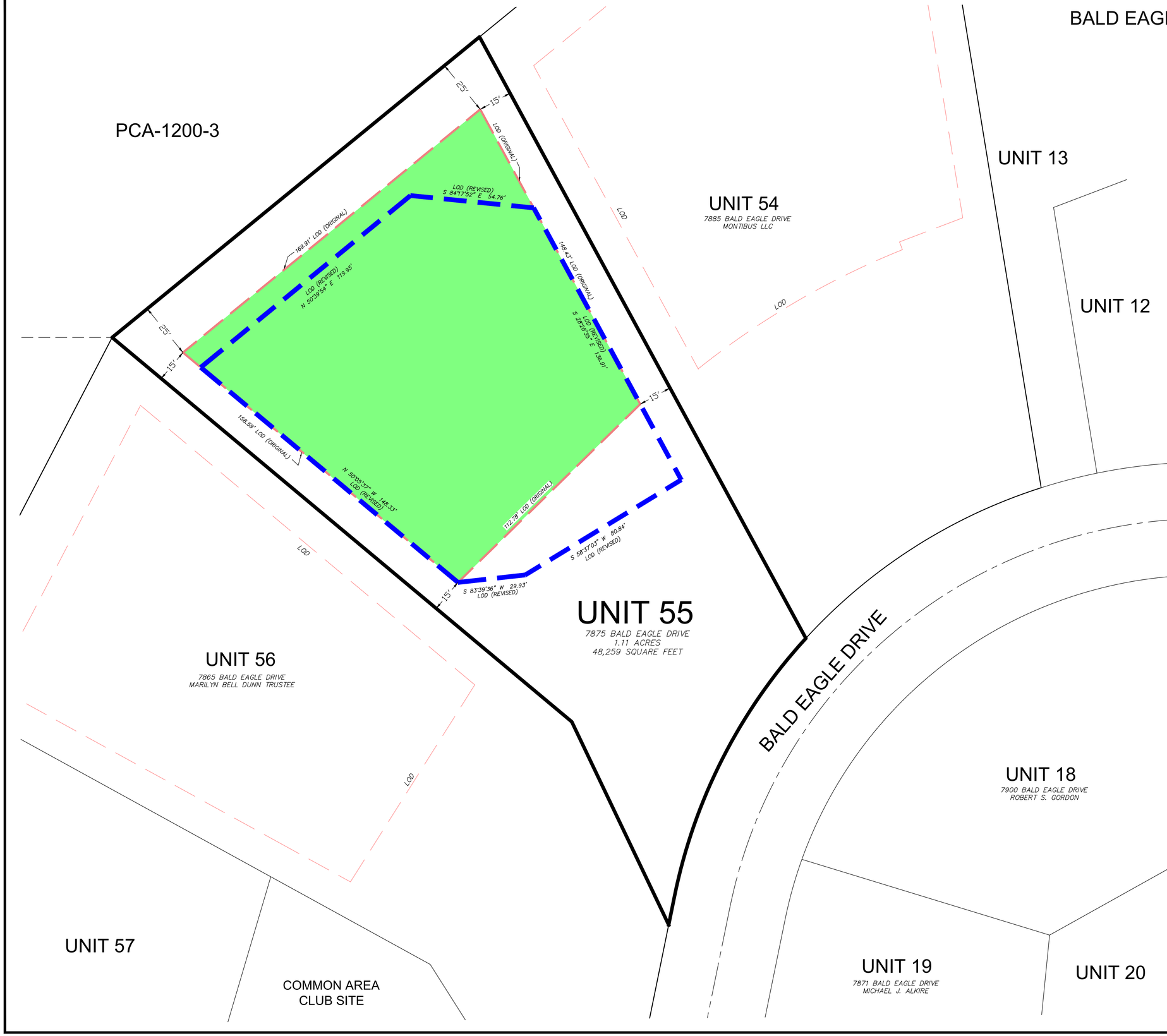
FOR SUBMISSION TO PARK CITY PLANNING 09/08/2023

SHEET 1 OF 4
09/08/2023

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

E:\Park City Surveying Dropbox\Park City Surveying Team Folder\2Sheryl\BEB\Bald Eagle\Unit\BALD EAGLE 55 PLAT EXHIBIT color 09-08-2023.dwg 1

BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



NORTH

GRAPHIC SCALE

20 0 10 20

1 INCH = 20 FEET

THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

- LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)
- LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 2 OF 4
09/08/2023

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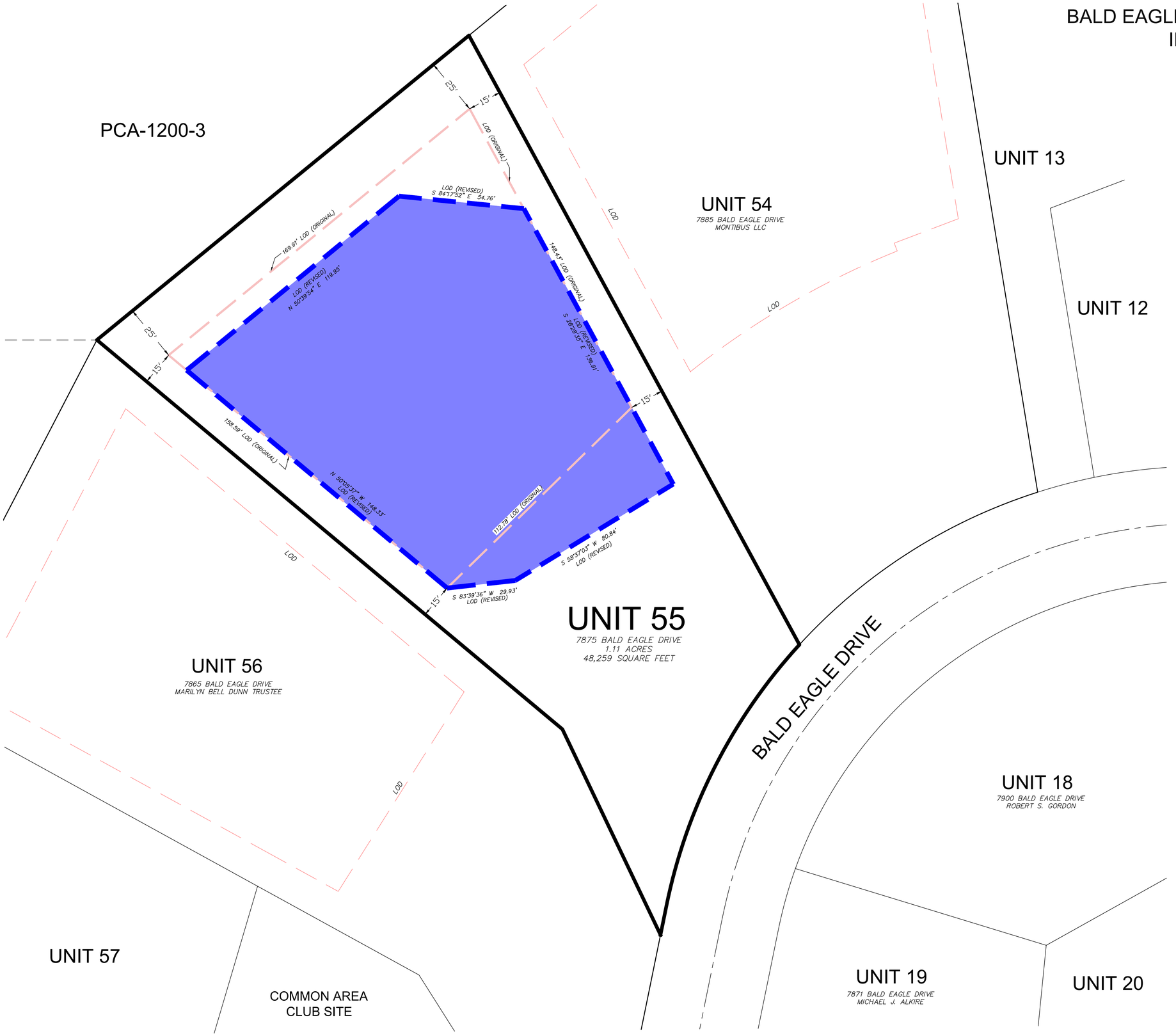
435-649-2918
WWW.PARKCITYSURVEY.COM

E:\Park City Surveying Dropbox\Park City Surveying Team Folder\3Drive\BP3\Bald Eagle\Lots\BALD EAGLE 55 PLAT EXHIBIT color 09-08-2023.dwg, 2

BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT



NORTH

GRAPHIC SCALE

20 0 10 20

1 INCH = 20 FEET

THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

ORIGINAL LIMIT OF DISTURBANCE (PER PLAT OF RECORD)	21,285 SQUARE FEET
REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 3 OF 4
09/08/2023

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E:\Park City Surveying Dropbox\Park City Surveying Team Folder\2Drive\#'S\Bald Eagle\Unit\BALD EAGLE 55 PLAT EXHIBIT color 09-08-2023.dwg 3

BALD EAGLE CLUB AT DEER VALLEY UNIT 55
ILLUSTRATIVE EXHIBIT

PCA-1200-3

UNIT 54
7885 BALD EAGLE DRIVE
MONTIBUS LLC

UNIT 13

UNIT 12

UNIT 55
7875 BALD EAGLE DRIVE
1.11 ACRES
48,259 SQUARE FEET

UNIT 56
7865 BALD EAGLE DRIVE
MARILYN BELL DUNN TRUSTEE

UNIT 57

COMMON AREA
CLUB SITE

BALD EAGLE DRIVE

UNIT 18
7900 BALD EAGLE DRIVE
ROBERT S. GORDON

UNIT 19
7871 BALD EAGLE DRIVE
MICHAEL J. ALKIRE

UNIT 20

25'
15'
LOD (ORIGINAL)
LOD (REVISED)
S 84°17'52" E 54.76'
169.91' LOD (ORIGINAL)
LOD (REVISED)
N 50°39'54" E 119.85'
148.43' LOD (ORIGINAL)
LOD (REVISED)
S 28°28'35" E 136.91'
BUILDING FOOTPRINT
158.59' LOD (ORIGINAL)
N 50°05'37" W 149.33'
LOD (REVISED)
112.78' LOD (ORIGINAL)
BUILDING FOUNDATION
S 58°37'03" W 80.84'
LOD (REVISED)
S 83°39'36" W 29.93'
LOD (REVISED)
LOD

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

LIMITS OF DISTURBANCE – ORIGINAL (PLAT OF RECORD)

LIMITS OF DISTURBANCE – REVISED

BUILDING LIMITS OF DISTURBANCE (LOD) CALCULATIONS

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REVISED LIMIT OF DISTURBANCE (WITH THIS PLAT AMENDMENT)	21,285 SQUARE FEET
	(NO NET DIFFERENCE)

SHEET 4 OF 4
09/08/2023

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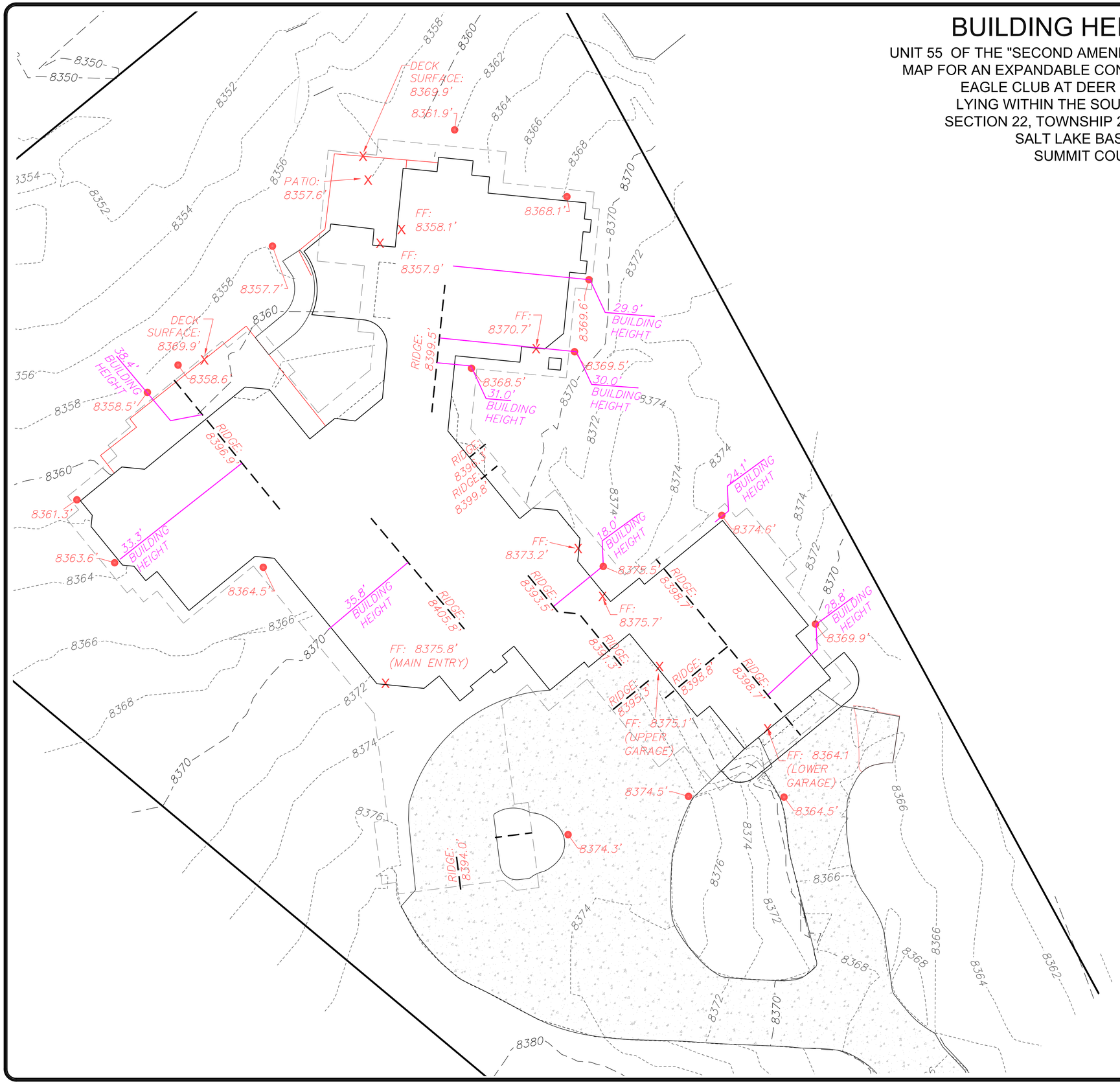
BUILDING HEIGHT EXHIBIT

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



NORTH

GRAPHIC SCALE
10 0 5 10
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

NARRATIVE:
THIS SURVEY MAP SHOWS APPROXIMATE BUILDING HEIGHT ABOVE GROUND SURFACES. EXISTING GROUND ELEVATIONS ARE FROM A FIELD SURVEY PREFORMED BY PARK CITY SURVEYING IN AUGUST 2023.

ORIGINAL TOPOGRAPHY PRIOR TO HOUSE BUILD MAY HAVE DIFFERED.

CURRENT DAY BUILDING HEIGHTS WERE CALCULATED USING ROOF RIDGELINES, SUBTRACTING EXISTING GROUND DATA POINTS BELOW SAID RIDGELINES.

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THE INFORMATION CONTAINED HEREON CANNOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PARK CITY SURVEYING.

SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: MN
DATE: SEPTEMBER 11, 2023

BUILDING HEIGHT EXHIBIT
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"
FOR: RICARDO SALAS
DWG: BALD EAGLE 55 BLDG HEIGHTS.DWG

SHEET 1 OF 1

E:\Park City Surveying Dropbox\Park City Surveying Team Folder\ZDrive\JP\Bald Eagle\Unit\BALD EAGLE 55 Bldg Heights.dwg, 1

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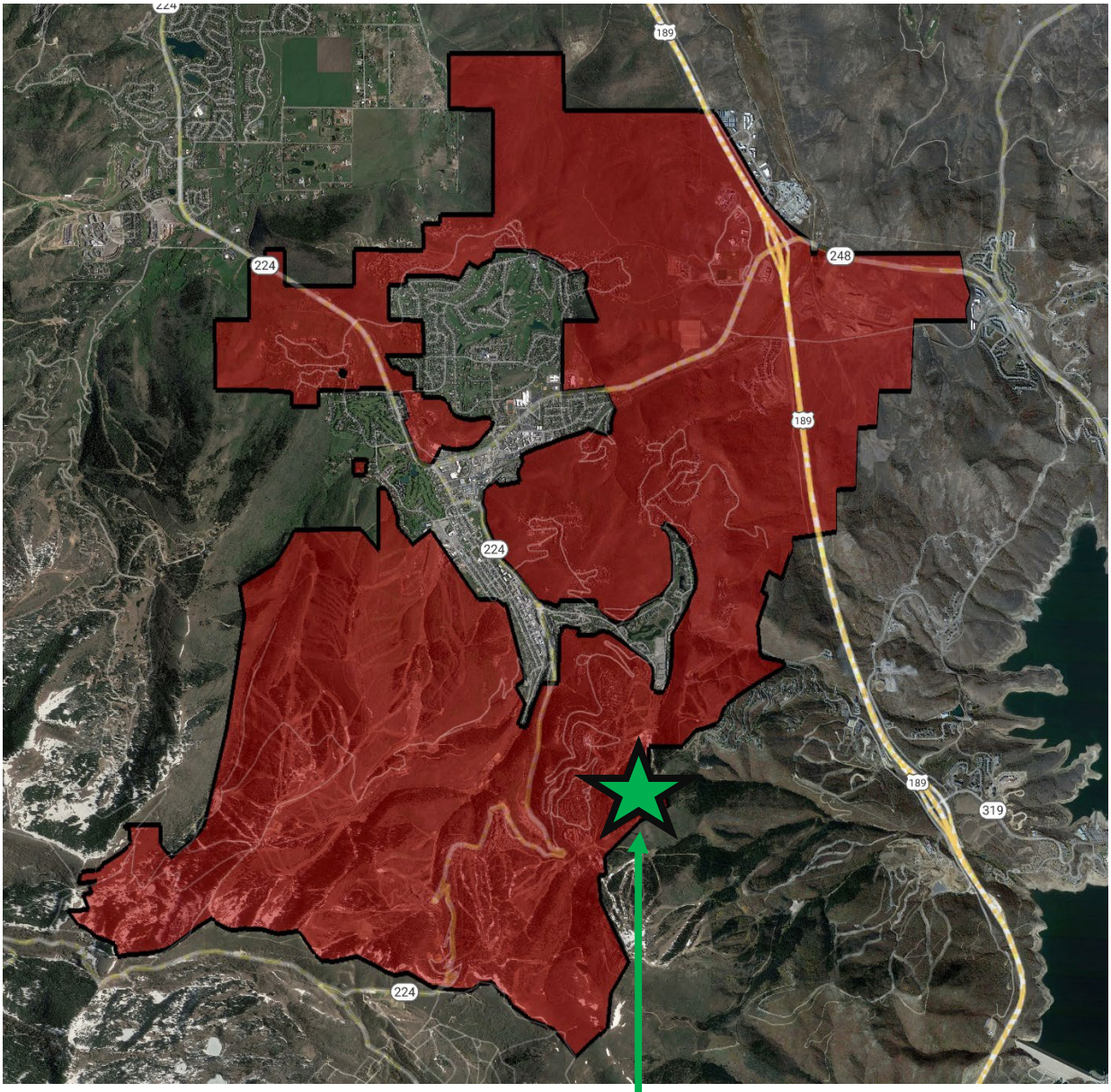
Park City Municipal's Sensitive Lands Overlay
Municipal code 15-2.21-3



Source for this KML: Park City Municipal GIS staff.

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Chapter 2.21.3 Sensitive Lands Overlay Zone – Ordinance Provisions

PURPOSE: The purpose of the Sensitive Land overlay (SLO) is to:

A. Require dedicated open space in aesthetically and environmentally sensitive Areas

B. Encourage preservation of large expanses of open space and wildlife habitat

C. Cluster development while allowing a reasonable use of property

D. Prohibit development on ridge line areas, steep slopes, and wetlands

E. Protect and preserve Environmentally sensitive land.

(*Amended by Ord. No. 07-81)*

OVERLAY REVIEW PROCESS: The overlay review process has four primary steps:

1. SENSITIVE LAND ANALYSIS

Applicants for development within the SLO must identify the property's sensitive environmental and aesthetic areas such as steep slopes, ridge line areas, wetlands, stream corridors, wild land interface, and wildlife habitat areas and provide at time of application a sensitive land analysis.

2. APPLICATION OF OVERLAY ZONE REGULATIONS

Regulatory standards apply to the type of sensitive land delineated.

3. SITE DEVELOPMENT SUITABILITY DETERMINATION

Staff shall review the sensitive land analysis, apply the applicable sensitive land overlay regulations, Section 15-2.21-4 through 15-2.21-9, and shall prepare a report to the applicant and the Planning Commission identifying those areas suitable for development as developable land.

4. HARDSHIP RELIEF

If the Applicant demonstrates that the regulations PARK CITY MUNICIPAL CODE - TITLE 15 LMC, Chapter 2.21 Sensitive Land Overlay Zone (SLO) Regulations 15-2.21-2 would deny all reasonable use of the property, the Planning Commission may modify application of these regulations to provide the applicant reasonable use of the property.

(Amended by Ord. No. 07-81)

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SENSITIVE LAND ANALYSIS:

1. Visual Assessment

A visual assessment of the Property from Vantage Points designated by the Planning Department and identified by the Applicant with latitude and longitude coordinates, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.

2. Slope/Topographic Map

A slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight area of high geologic hazard, areas subject to land sliding, and all significant steep slopes in the following categories: greater than 15%, greater than 30%, and very steep slopes greater than 40%.

3. For properties with steep slopes or with very steep slopes within fifty feet (50') of the property, the following are also required:

SOIL INVESTIGATION REPORT. A soil investigation report, including but not limited to shrink-swell potential water table elevation, general soil classification and suitability for Development, erosion potential, hazardous material analysis, and potential frost action. The soils report shall indicate whether the property is 1) within the Prospector Soils Ordinance area and 2) within a Point Source water protection zone.

GEOTECHNICAL REPORT. A geotechnical report which must include the location of major geographic and geologic features, the depth of bedrock, structural features, folds, fractures, etc., and potential land slide and other high-hazard Areas such as mine shafts and avalanche paths.

ADDITIONAL SLOPE INFORMATION. A Slope/topographic map depicting contours at an interval of two feet (2').

4. Ridge Line Area

A map depicting all crests of hills and ridge line areas.

5. Vegetative Cover

A detailed map of vegetative cover, depicting the following: deciduous trees, coniferous trees, gamble oak or high shrub and sage, grassland, and agricultural crops.

The Planning Department may require a more detailed tree/ vegetation survey if the site has unusual or significant vegetation, stand of trees, or woodlands.

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6. Designated Entry Corridors and Vantage Points

Designated entry corridors and vantage points present within or adjacent to the site, including Utah highway-248 east of Wyatt Earp Way and Utah highway-224 north Holiday Ranch.

7. Wetlands

A map delineating all wetlands established by using the 1987 Federal Manual for identifying and Delineating Jurisdictional Wetlands, as amended. See Section 15-2.21-6.

8. Stream Corridors, Canals, and Irrigation Ditches

A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.

9. Wildlife Habitat Areas

A map depicting all wildlife habitat areas, as defined by the wildlife habitat report shall be provided by the applicant. The wildlife habitat report shall be prepared by a professional, qualified in the areas of ecology, wildlife biology, or other relevant disciplines.

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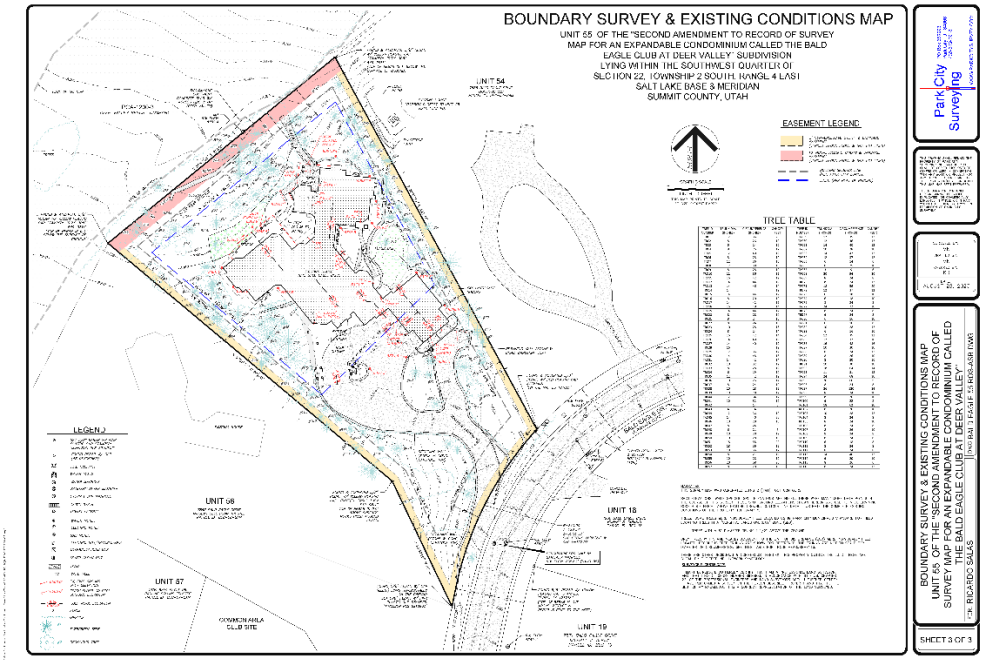
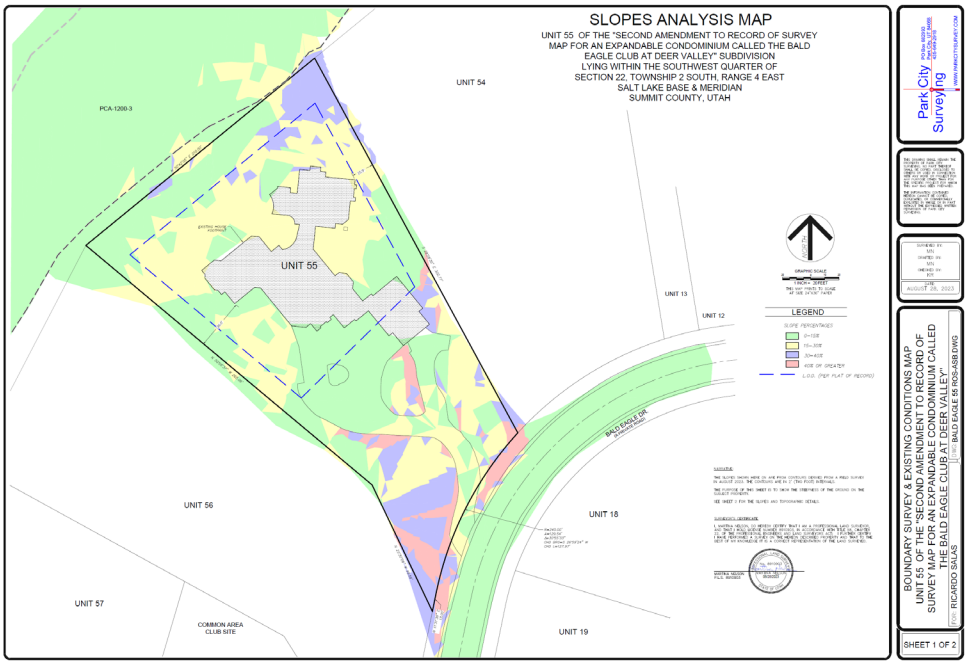
2a. BOUNDARY SURVEY & EXISTING CONDITIONS Map dated August 28, 2023. This is page 3 of the 3-page survey.



2b. SLOPES ANALYSIS MAP dated 08/28/2023. (Two-foot contours)



See attached Appendix 1a & 1b for full maps.

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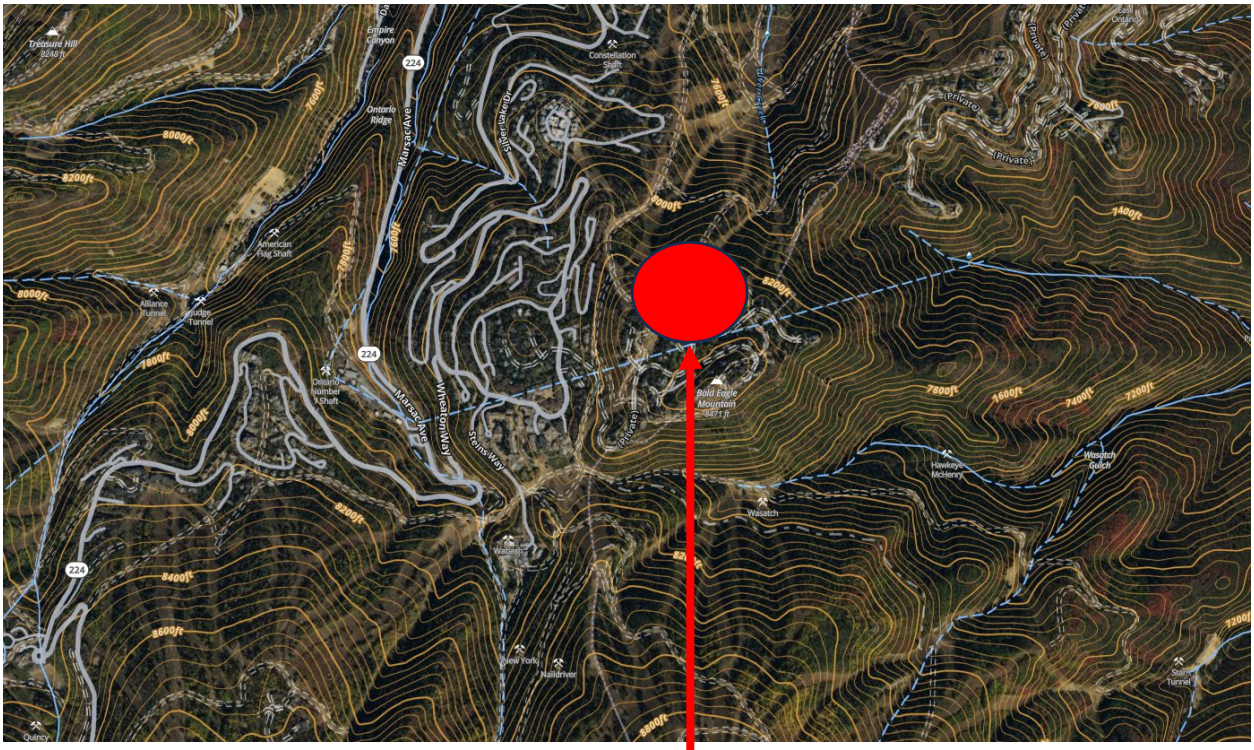
2. RIDGE LINE AREA

A field survey was performed in August 2023, and found the subject property exists between 8360 feet and 8380 feet, N.A.V.D. 88 datum. (This is the most current Federal government elevation datum.)

This property exists near a ridge line. Bald Eagle Mountain is approximately 8471'
Source: https://raster.utah.gov/

The thin, blue dashed lines represent creeks/drainages on this map.



Site

Source: https://webmap.onxmaps.com/hunt/map#14.24/40.62513/-111.48192
09/07/2023

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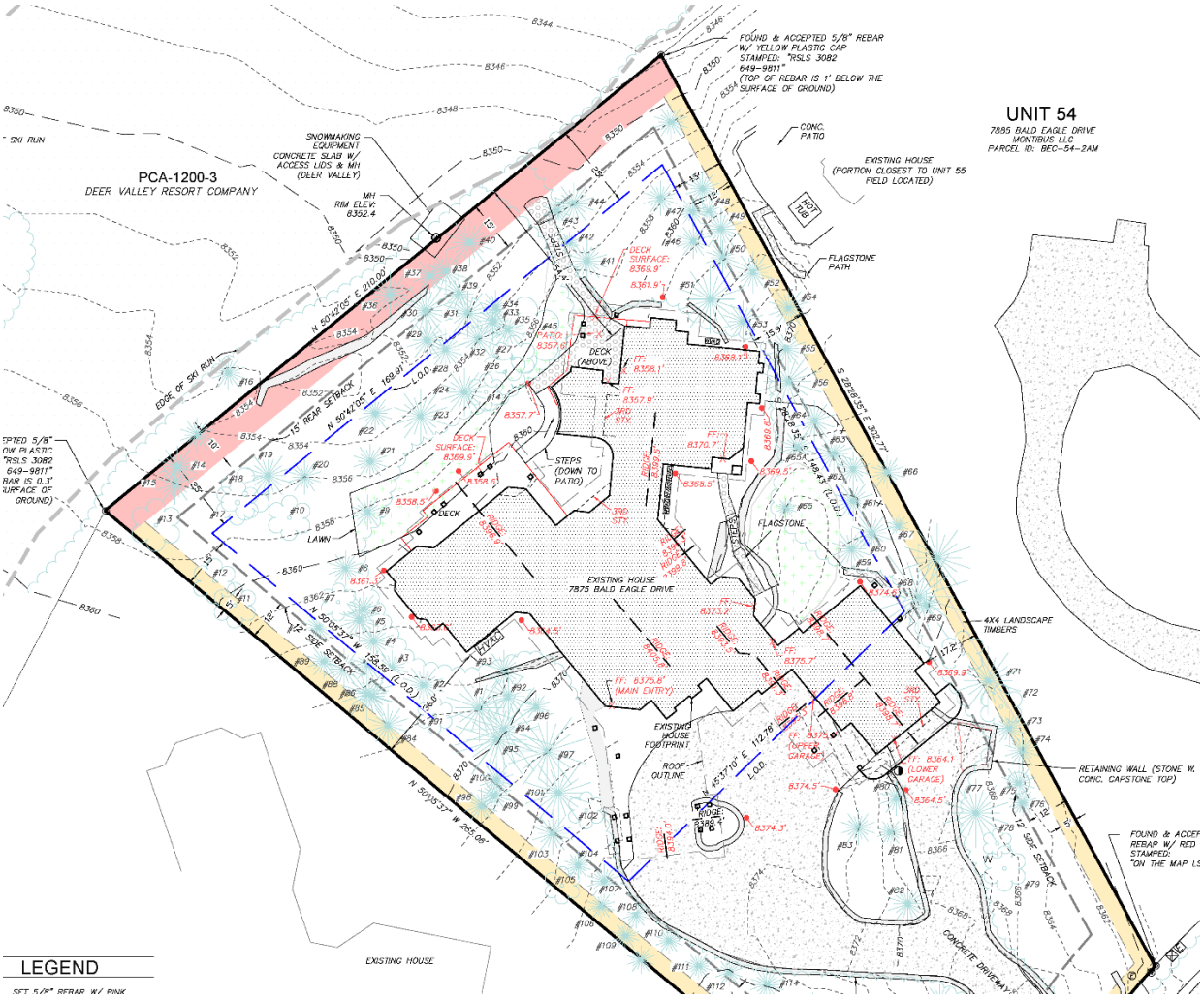
3. VEGETATIVE COVER

This property is heavily populated with deciduous and coniferous trees.

- Park City Surveying did an extensive field survey, physically locating individual trees within and adjacent to the Limits of Development shown on the existing Bald Eagle 2nd Amended Plat of record. The method used was per Park City Municipal standard for SLO work, trees with a trunk of 6 inches or larger, measured at 4 ½ above the ground.
- LMC 15-1-1 Definitions, definition:
  SIGNIFICANT VEGETATION. Includes 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.
- Sheet 3 of 3 of the Existing Conditions Survey shows the tree locations.
- See accompanying Arborist Report for details.



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4. DESIGNATED ENTRY CORRIDORS AND VANTAGE POINTS

Not Applicable.

This property is not near any of the designated Park City Municipal vantage points, including:

-McPolin Barn (3000 S.R. 224)
-Park City School District Campus
-Intersection of Main Street and Heber Avenue
-Park City Ski Area Base
-Snow Park Lodge
-Intersection of Thaynes Canyon Drive and S.R. 224/Park Avenue
-Park Meadows Golf Course Clubhouse
-S.R. 248 at the turn-out one quarter mile west from HWY 40
-S.R. 224, one-half mile south of the intersection with Ute Boulevard
-The intersection of S.R. 224 and Holiday Ranch Loop Road
-The intersection of Queen Esther Drive and Deer Valley Drive
-City Hall (445 Marsac Avenue)
-The roundabout at the Park City Hospital (900 Round Valley Drive)
-The intersection of the Rail Trail and Richardson Flat Road
-Additional Vantage Points established on a case-by-case basis for evaluation of project impacts on designated Ridge Line Areas

Source: LMC 15-2.21-3 (6)

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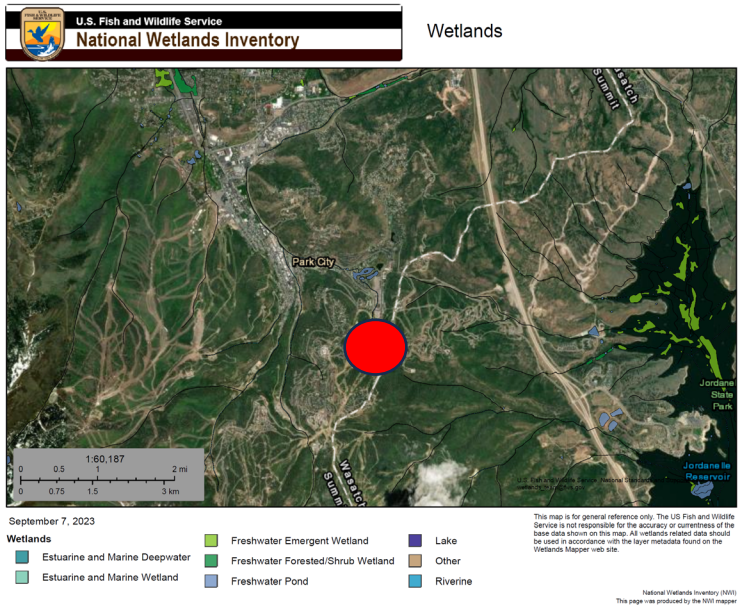
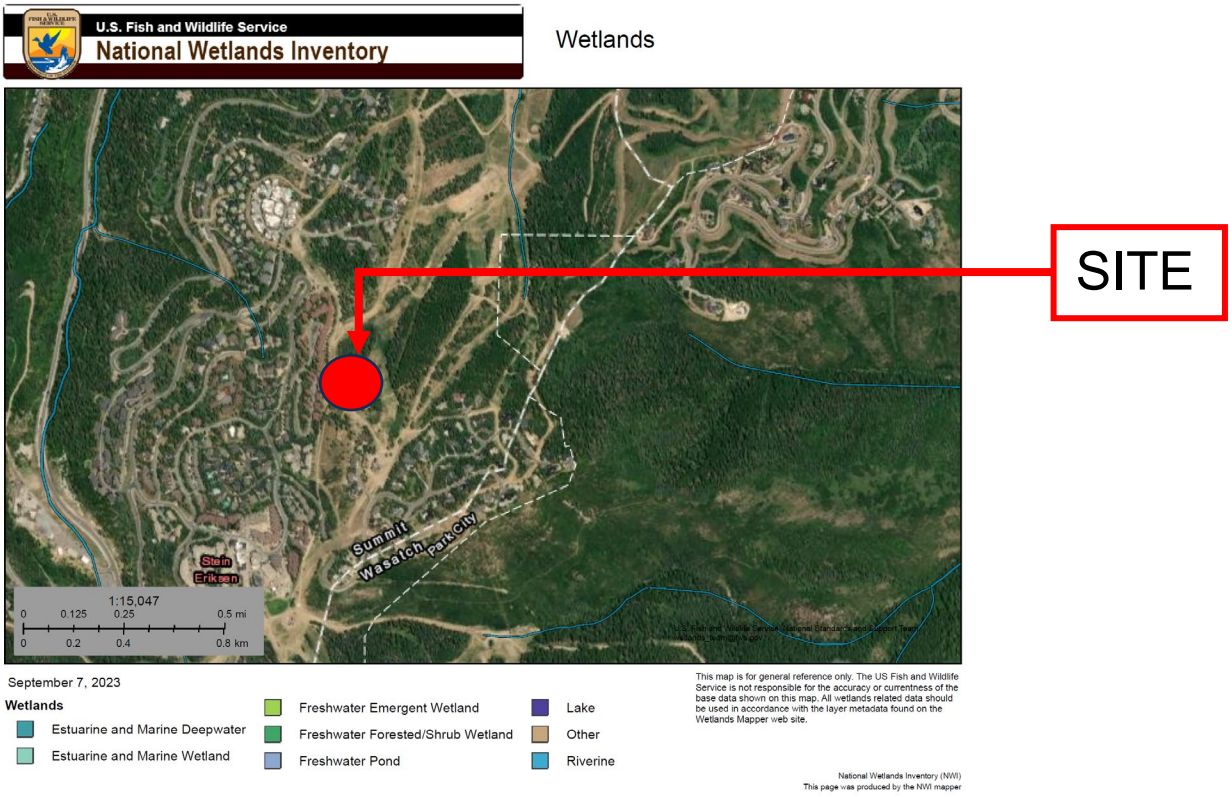
5. WETLANDS

This property contains no known wetlands, using the US Fish & Wildlife's Wetlands Mapper tool. These maps are not official water delineation maps and are specifically used as a visual aide to assess whether the subject property is affected by any designated wetlands.





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6. STREAM CORRIDORS, CANALS, AND IRRIGATION DITCHES

See Wetland maps (previous page).

Subject property is not affected by any designated streams, canals, or irrigation ditches.

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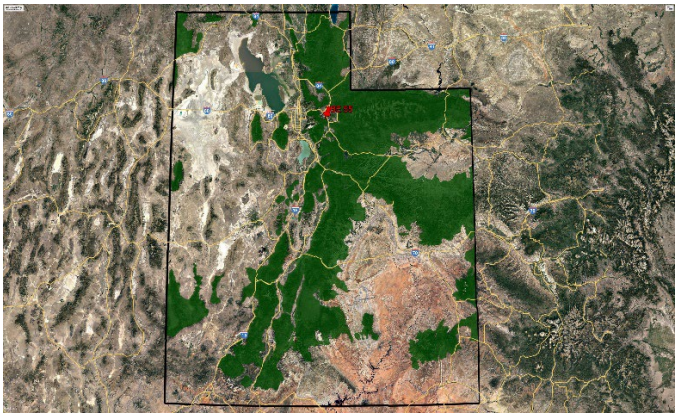
7. WILDLIFE HABITAT AREAS

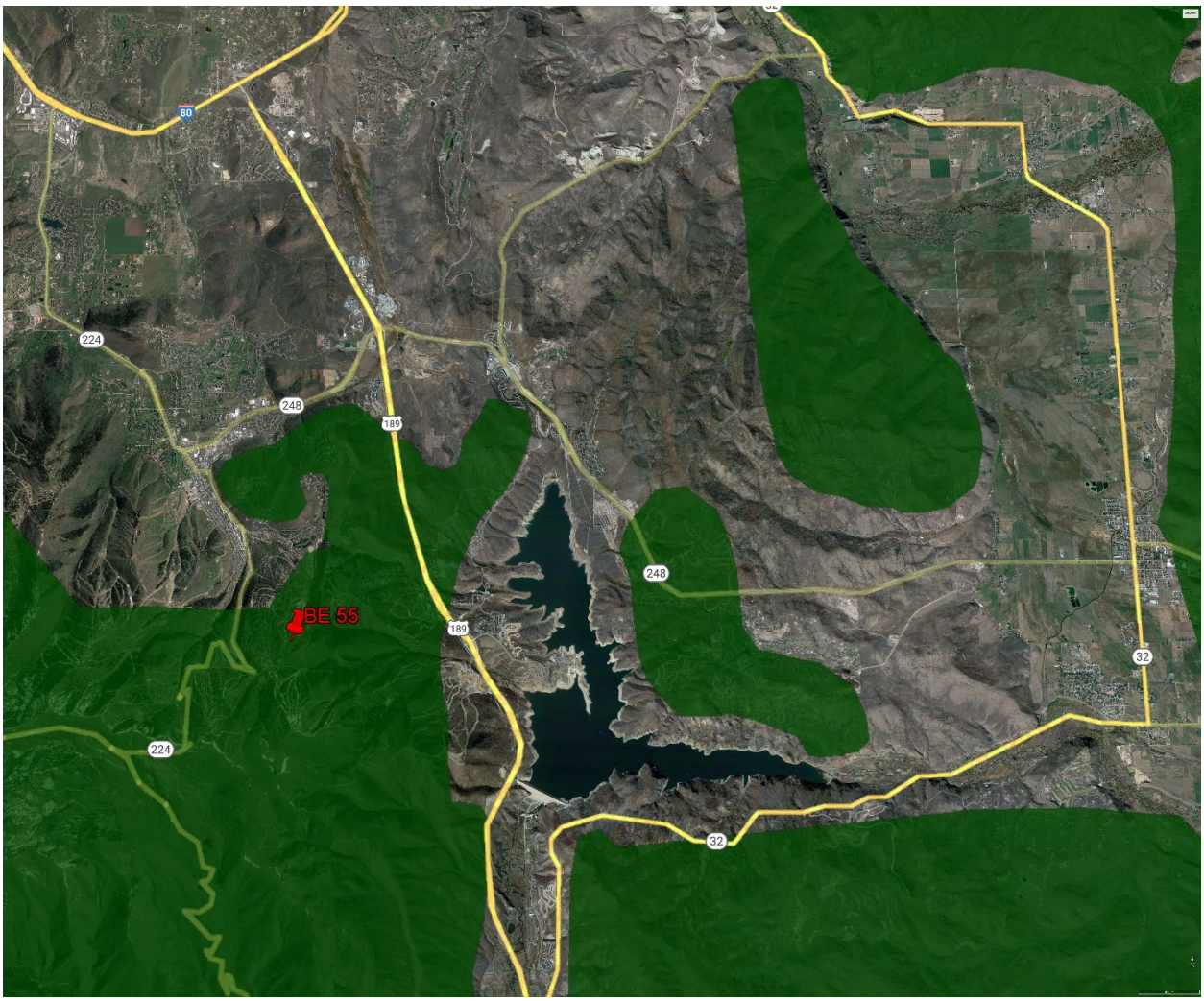
Source: https://dwr-data-utahdnr.hub.arcgis.com/

7.1 ELK HABITAT



A representation of Rocky Mountain elk current distribution, season of habitat use, and habitat value.

Rocky Mountain elk distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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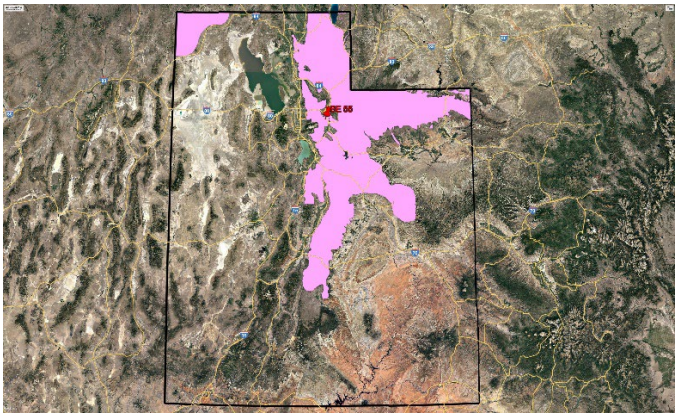
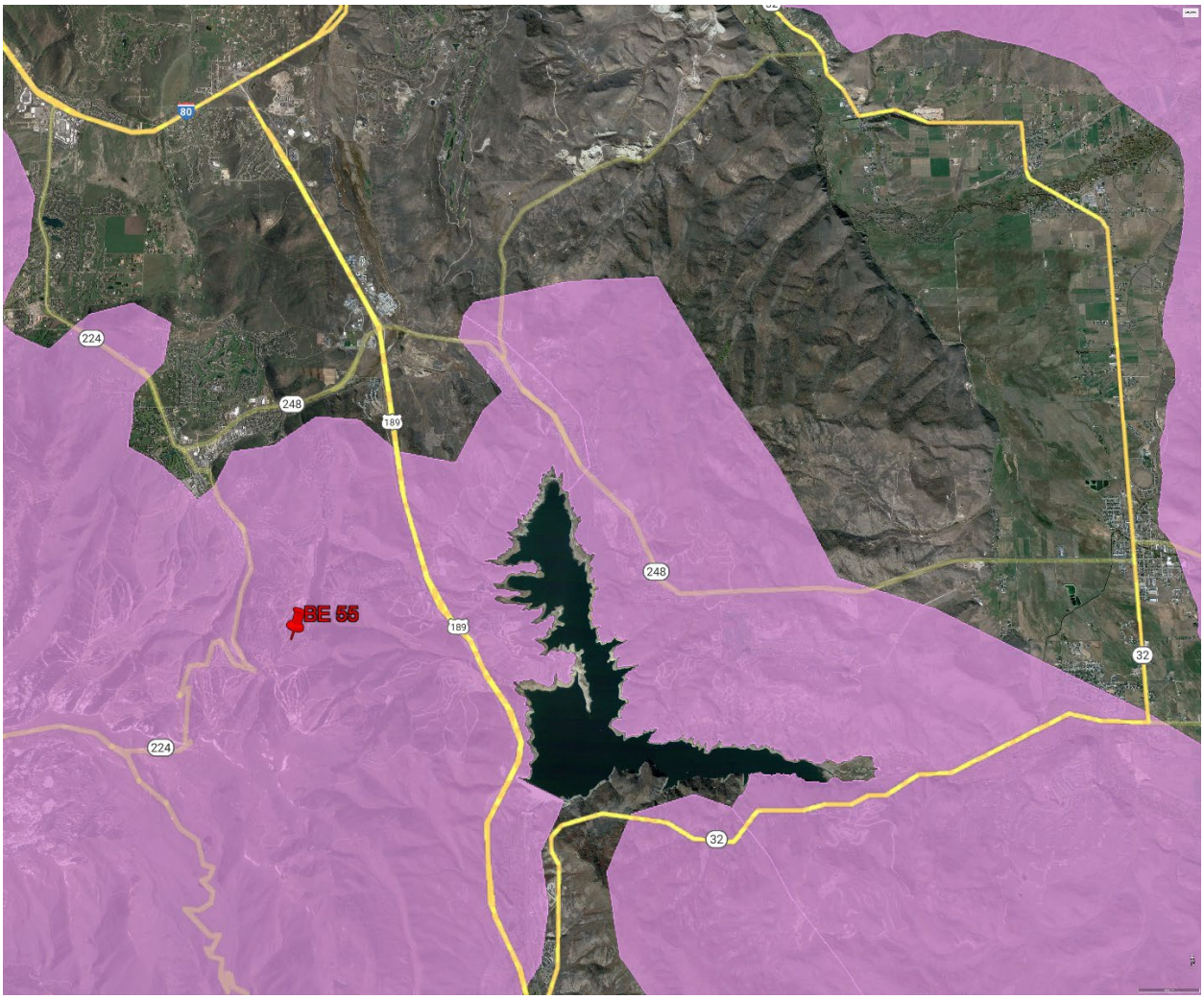
7.2 MOOSE HABITAT



A representation of moose current distribution, season of habitat use, and habitat value.

Moose distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data and reporting.



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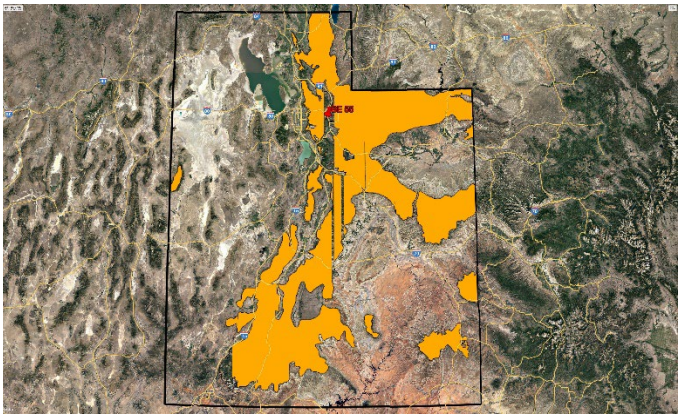
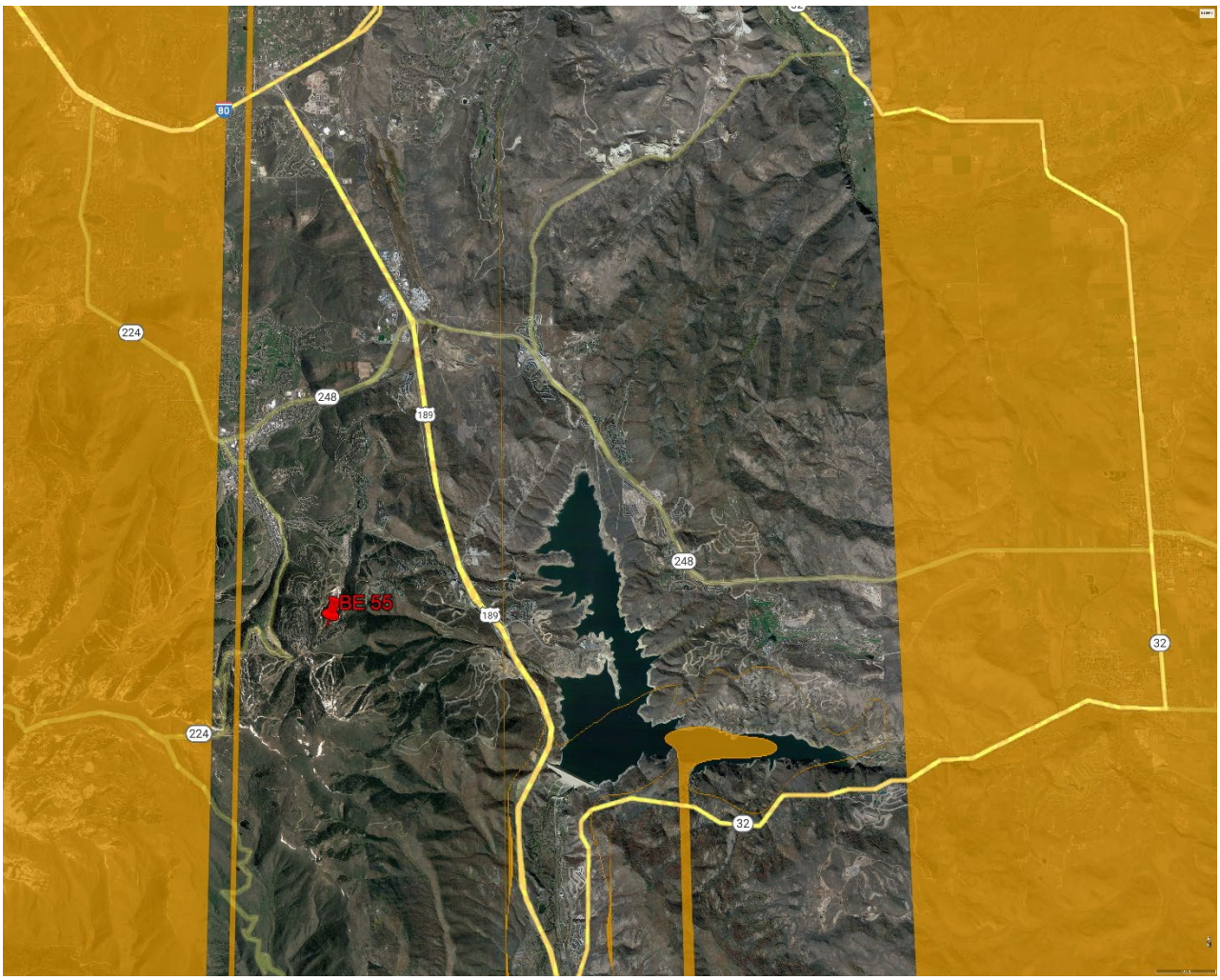
7.3 BLACK BEAR HABITAT



A representation of black bear current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Black bear distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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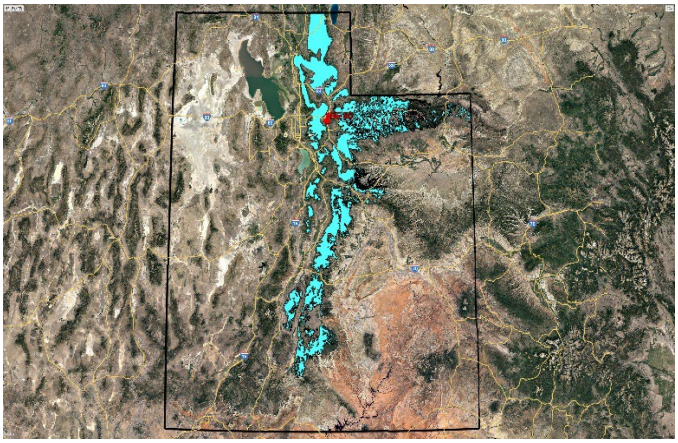
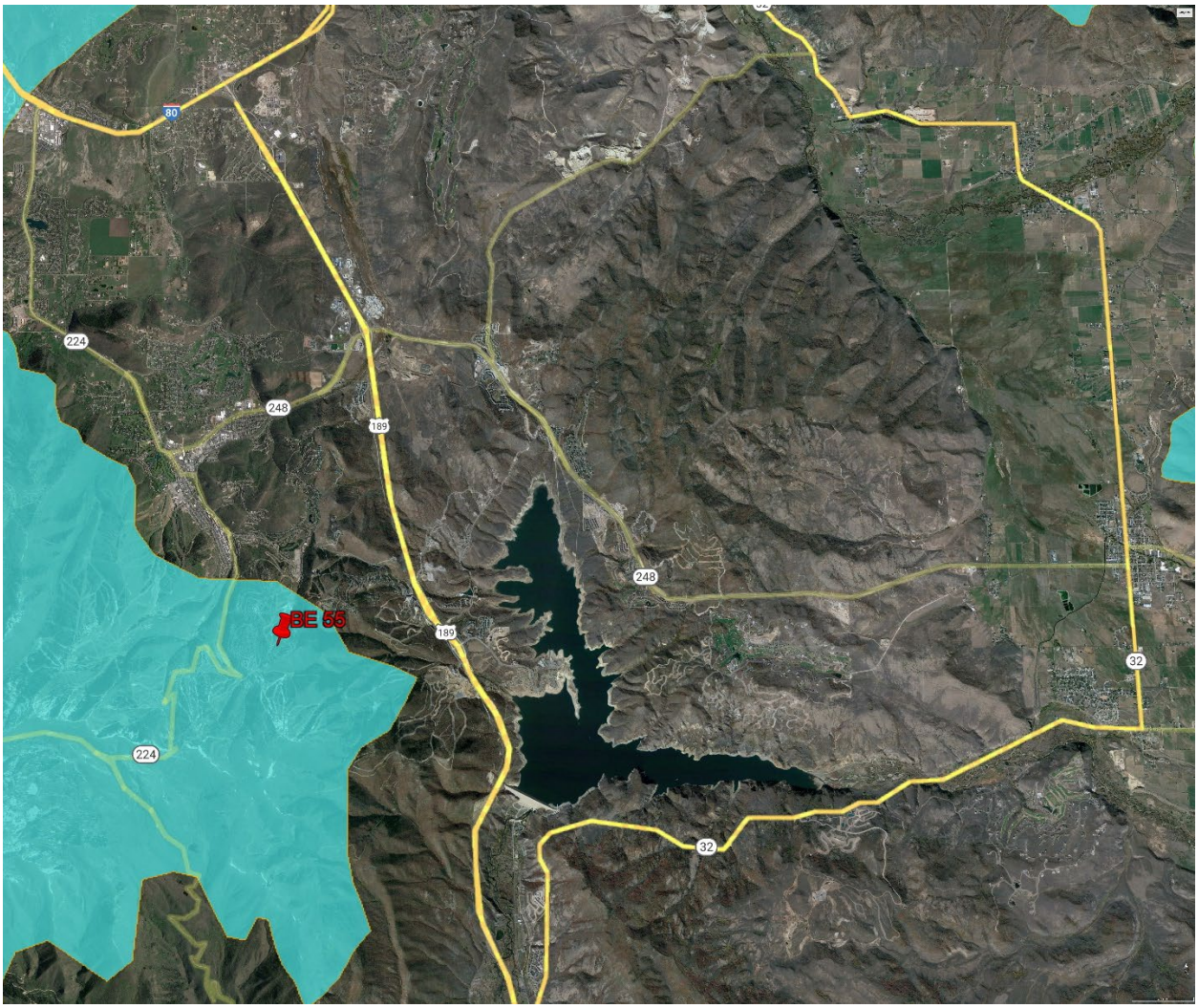
7.4 SNOWSHOE HARE HABITAT



A representation of snowshoe hare current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Snowshoe hare distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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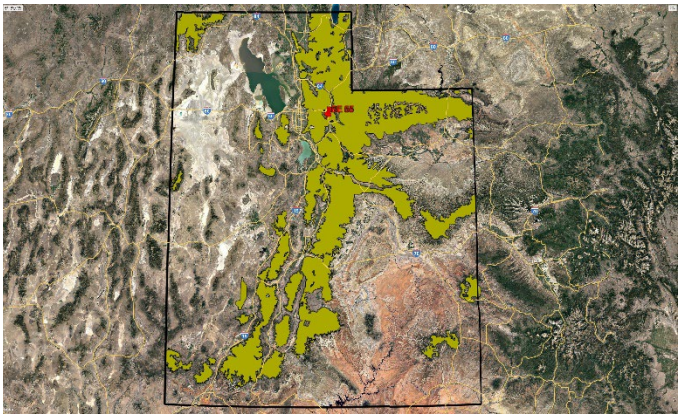
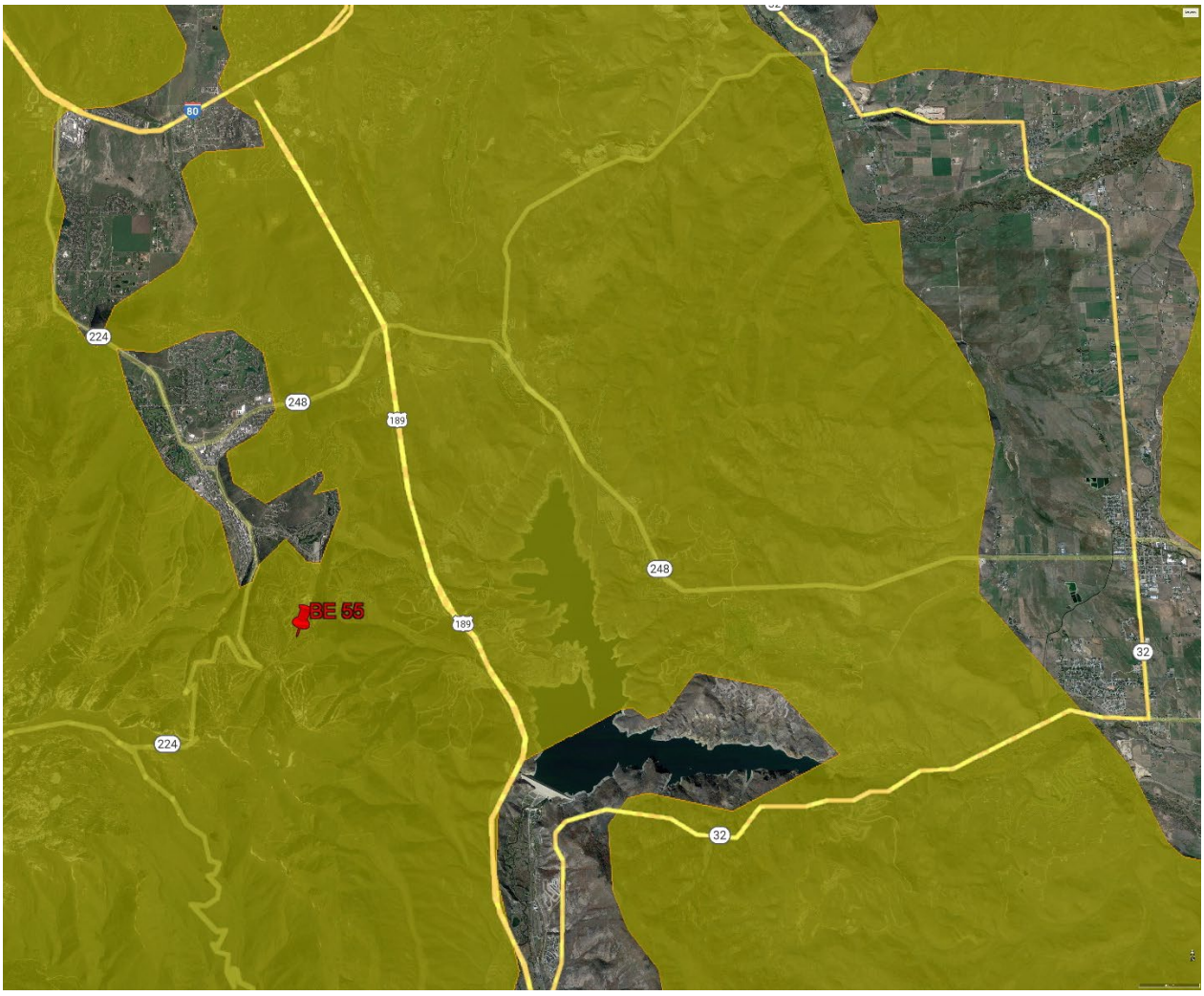
7.5 DUSKY GROUSE HABITAT



A representation of dusky grouse current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Dusky grouse distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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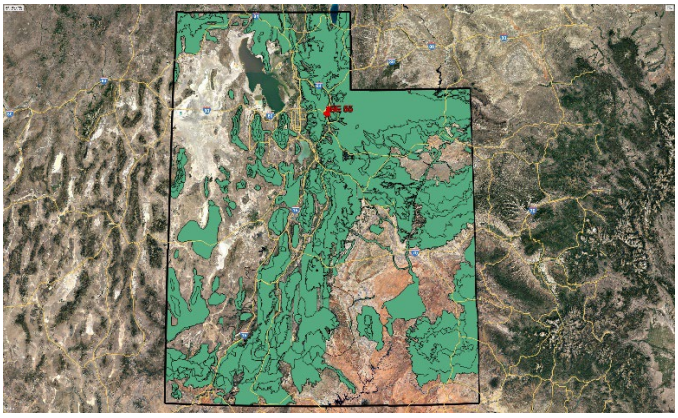
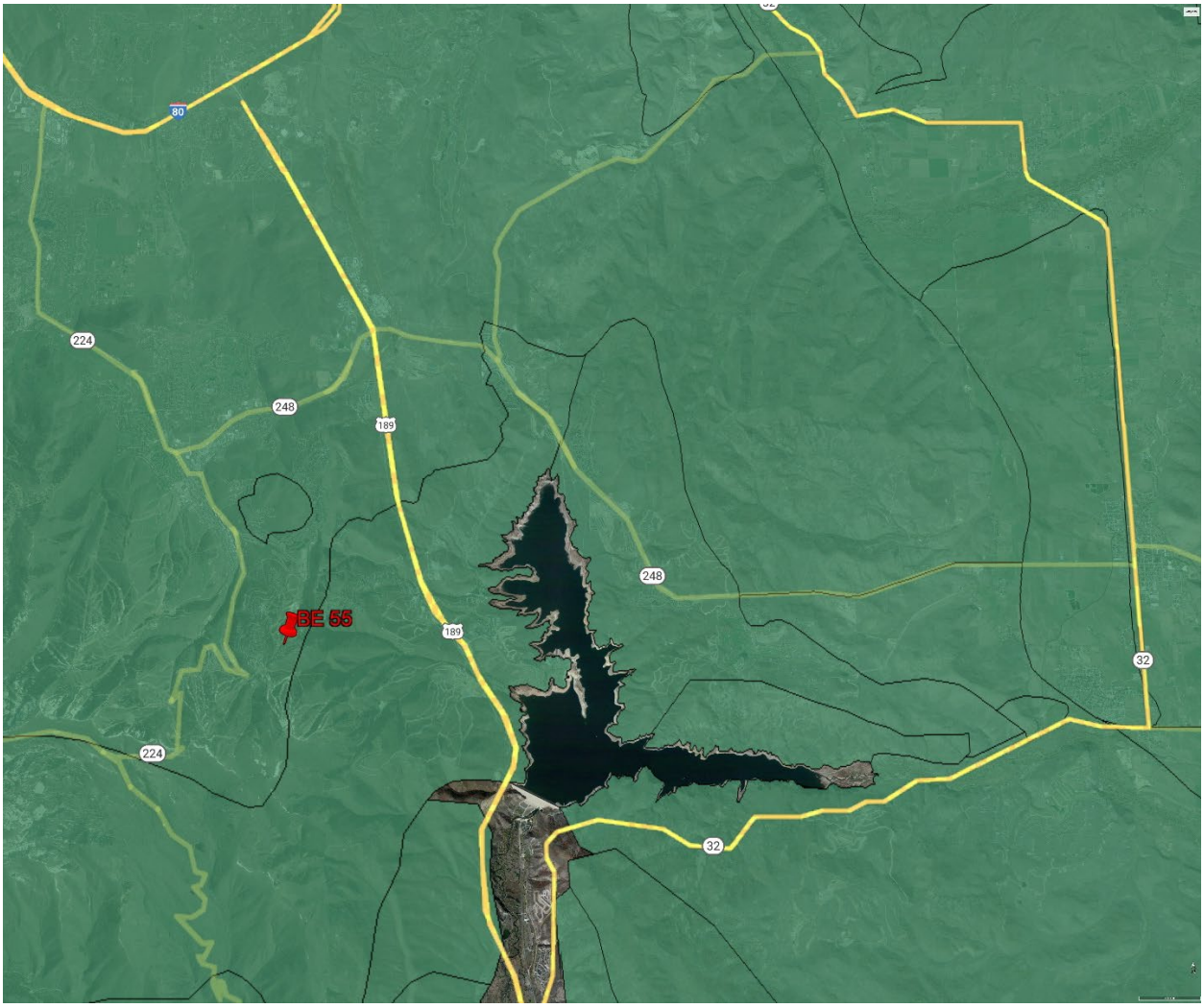
7.6 MULE DEER HABITAT



A representation of mule deer current distribution, season of habitat use, and habitat value. This feature class has been simplified for web services.

Mule deer distribution, season of habitat use, and habitat values are determined by local wildlife biologist relying on observations, surveys, and radio/satellite data. For use in large-scale planning and reporting.



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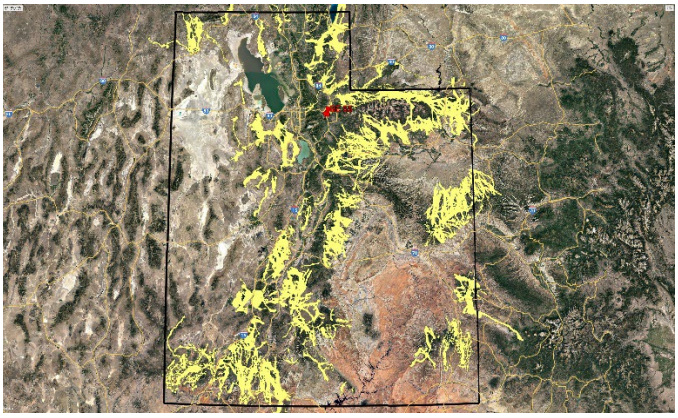
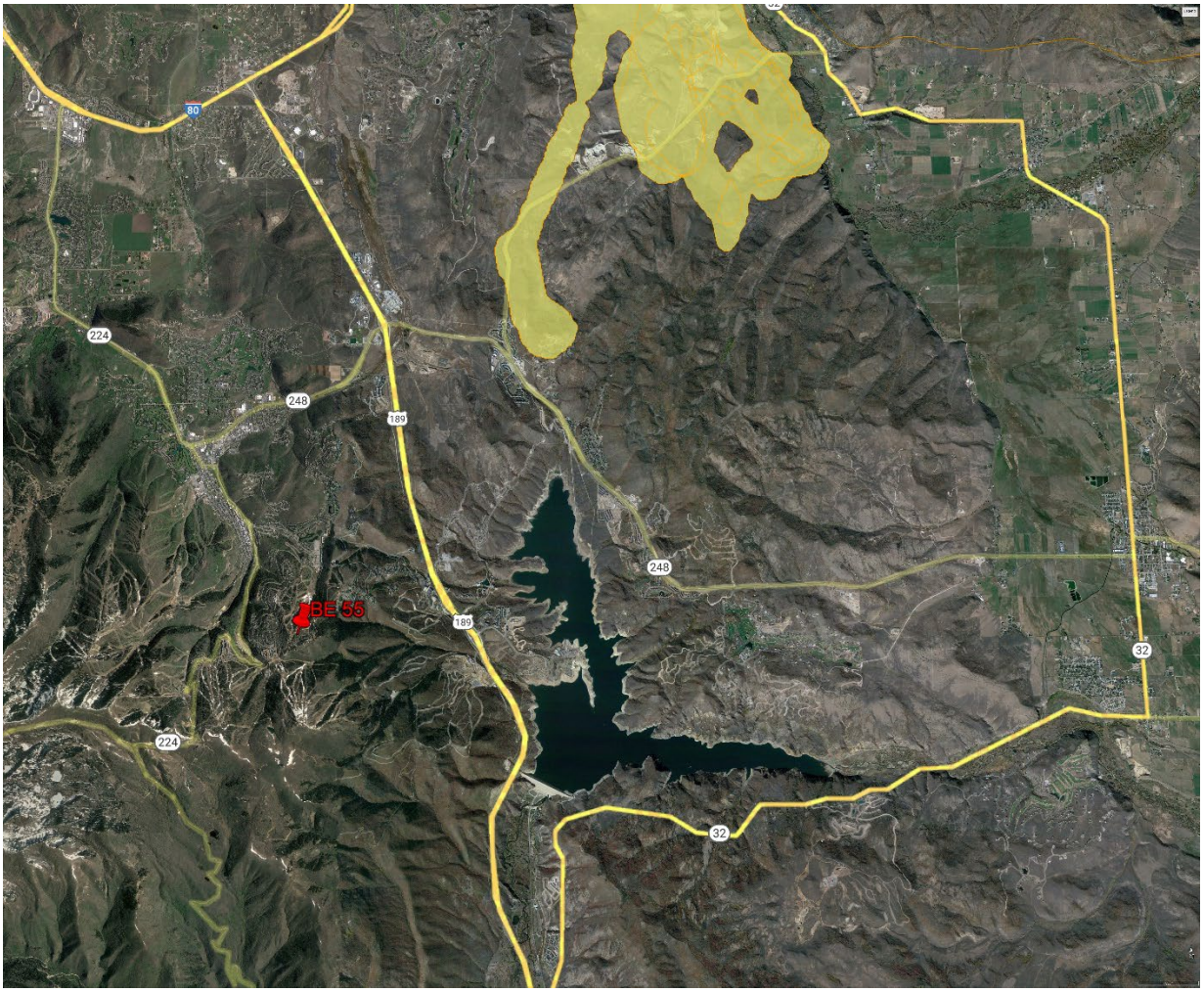
7.7 MIGRATION CORRIDORS



These data represent the DWR edited version of statistically based polygons derived from GPS collared data on animals migrating in Utah from 2016 - 2021. The GPS data were analyzed using the Brownian Bridge Movement Model (BBMM), which produced polygons based on an animal's movement path from data recorded at brief intervals. This model understands that location points are connected to each other in time.



Low Stump Tree Service
3560 Beaver Creek Rd
Kamas, UT 84036

Patricia Xavier
Certified Arborist UT-4670A
Certified in Tree Risk Assessment

Bald Eagle Lot 55
7855 Bald Eagle Dr
Park City, UT 84060

Arborist Consultation: Sensitive Lands Overlay

Assignment: To provide notes in regards to the current and future health of trees on requested property to coincide with Sensitive Lands Overlay (SLO) required for permitting process. This will include the following:

- Species present
- Percentage of species and maturity levels
- Present pest and disease
- Future potential pest and disease
- Future stressors on tree landscape based on construction
- Any other requested information on a case by case basis

Species of Trees on Property

Deciduous

1. Quaking Aspen (*Populus tremuloides)*

Conifer

2. White Fir (*Abies concolor*) *Pseudotsuga menziesii Franco)*
3. Douglas Fir (*Pseudotsuga menziesii Franco*)
4. Colorado Spruce (*Picea pungens*)

Percentage Breakdown and Maturity Levels (116 Marked Trees in LOD)
(this is approximate and can change overtime based on germination and new growth)

1. Conifer: 79%
    a. Most mature trees present are douglas fir and white fir. Located on all aspects of property.
    b. Colorado spruce appear to be planted trees under 20 years old.
    c. Oldest trees 100+ years old
2. Deciduous: 21% (90/114)
    a. Aspens are notorious for a short life span
    b. Most mature trees present in north west aspect of lot
    c. Oldest trees approximately 40-50 years old

Pest and Disease

1. Present
    a. It is important to note that the stand of trees located on this property are showing signs of great health and no abnormal pest and disease is present.
    b. Cytospora canker is a fungal disease that affects aspens and it is rare if this is not present. There are small signs of cytospora canker, but below average.
    c. No signs of pest and disease present to the naked eye on any conifer.
2. Future
    a. It is impotant to note that under the perfect conditions and growing environment, any tree has the ability to fight off pests and disease. It is when a tree is under stress, whether it be drought or caused by human disturbance, that pest and disease has the ability to enter and diminish the health of the tree.
    b. Deciduous:
        i. Cytospora canker: can increase if trees are damaged as it likes to infect open wounds
        ii. Leaf scorch: if water sources are cut off to trees during construction may affect the trees levels of water intake, affecting the leaves
        iii. Other pests and disease that aspen are at risk of are: leaf miners, twig gall, oystershell scale, aspen borer, iron chlorosis, tent caterpillar, aspen leaf spot, and truck/root rot.
    c. Conifer:
        i. Bark beetles can be treated annually or biannually depending on treatment route and can be done as a preventative treatment for any conifer as they all can be affected.
        ii. White fir:
            1. Balsam Woolly adelgid: this is a pest presenting problem in our subalpine fir tree stands and it is said that white fir can be a host as well, but more tolerant. This is not a major concern.
        iii. Colorado Spruce:
            1. Abiotic (environmental) issues: underwatering and drought stress. This is the main cause for the decline in spruce trees in our areas.
            2. Ips Beetle- attacks trees already under stress. Can do preventative sprays annually for this.
            3. Cooley spruce gall adelgid: causes unattractive brown galls, but does not affect trees unless very high infestation.
            4. Tip weevil: can be treated annually.
        iv. Douglas Fir
            1. Douglas Fir Beetle: most common beetle to be found and can be preventively treated.

Construction Stress

** Trees can take 5-10 years to show signs of previous construction stress, so immediate reaction may not be a factor here as much as long term issues.

1. Soil Compaction:
    a. As construction works throughout the property, the foot traffic, equipment and anything else that is used will pose a risk to causing some significant soil compaction within the drip lines of the trees.
    b. Best way to avoid soil compaction is to create a critical root zone for the most important trees and limit any entrance into that area through fencing
2. Physical Damage
    a. As equipment is carried throughout the property there is risk to trunk damage to any tree. This is not guaranteed to happen, but in the case it does, it allows an entryway for pests and disease at the site of damage.
    b. Root damage as roots are not as deep as people assume (within the top 4-8” of soil) and can easily be damaged with construction equipment, compromising the tree.

Signed:

Date: 09/07/2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN SUMMIT COUNTY, UTAH

NORTH

GRAPHIC SCALE
50 0 25 50
1 INCH = 50FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

SHEET INDEX

SHEET 1
OVERALL BOUNDARY SEARCH AREA AND FINDINGS.

SHEET 2
LOT 55 VICINITY SHOWING BOUNDARY, EASEMENTS (PER PLAT OF RECORD), SETBACKS (PER CURRENT PARK CITY MUNICIPAL ZONING CODE), AND EXISTING BUILDINGS AND DRIVEWAYS.

SHEET 3
TOPOGRAPHIC DETAILS INCLUDING SIGNIFICANT TREES.

EASEMENT LEGEND

- 5' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- 10' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)
- S–1234 SURVEYS OF RECORD (SUMMIT COUNTY)

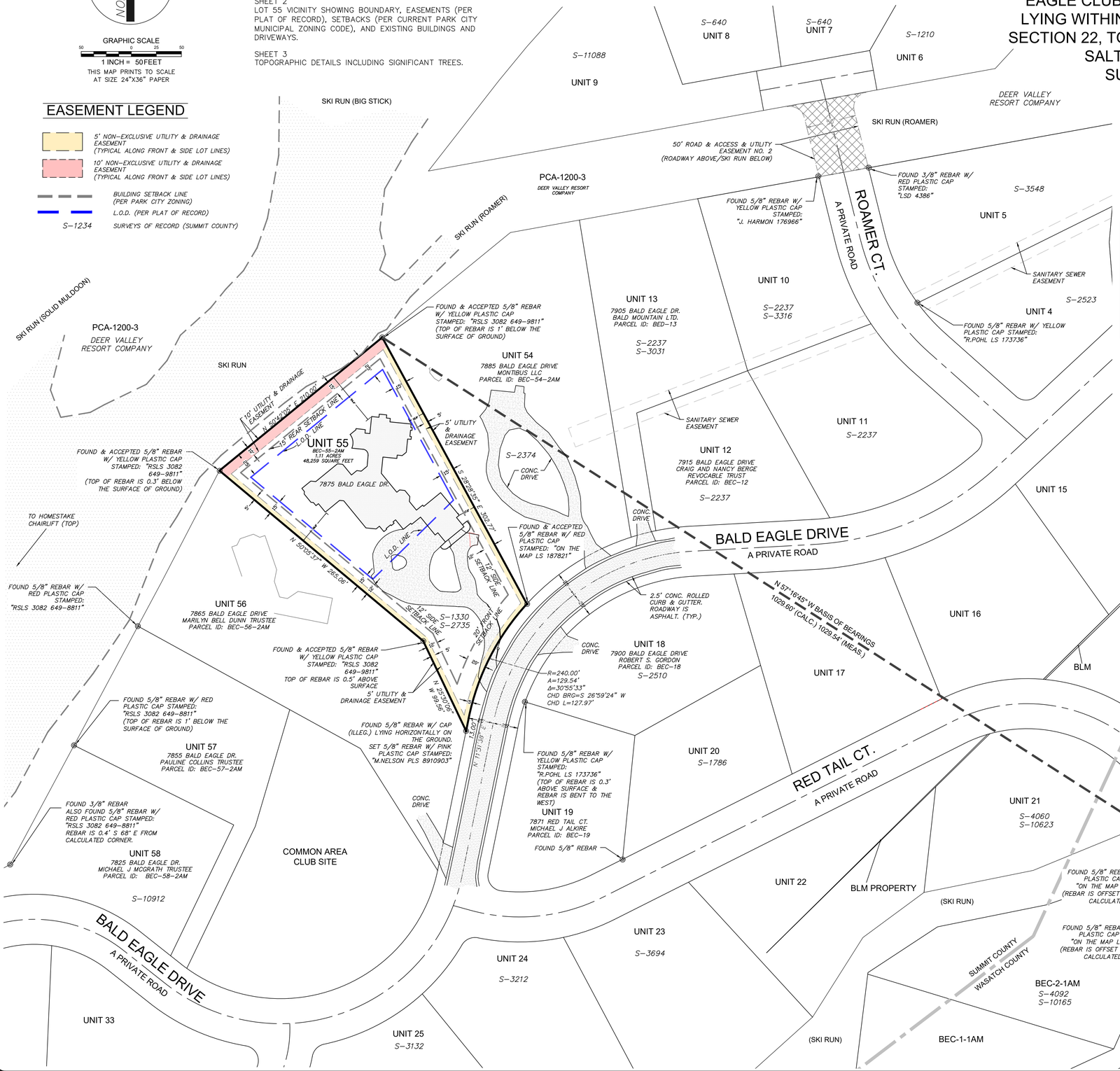


Exhibit 1a

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO SHOW EXISTING CONDITIONS OF THE PARCEL. THE REASON FOR THIS SURVEY IS TO ENABLE A PLAT AMENDMENT MODIFYING THE BUILDING ENVELOPE TO BETTER FIT THE CONFIGURATION OF THE BUILT HOME ON UNIT 55.

THIS SURVEY WAS REQUESTED BY THE LANDOWNER, RICARDO SILAS.

THIS SURVEY MAP WAS GENERATED USING 2' (TWO) FOOT CONTOURS.

BUILDING ENVELOPES SHOWN HEREON ARE PER THE OFFICIAL PLAT OF RECORD, ENTRY 358861, RECORDED 05/12/0992. SEE ALSO THE ORIGINAL BALD EAGLE PLAT OF RECORD ENTRY 311265, RECORDED 08/03/1989.

SEE SAID OFFICIAL "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. ENTRY 358861, RECORDED 05/12/1992.
NOTE: OTHERS MAY APPLY.

REGARDING LIMITS OF DISTURBANCE (LOD) ON THIS RECORDED PLAT, IT STATES IN PLAT NOTE 6:

"LIMITS OF DISTURBANCE REPRESENT THE BOUNDARY IN WHICH ALL BUILDING AND ASSOCIATED CONSTRUCTION DISTURBANCE SHALL OCCUR. WHEN THE ACTUAL BUILDING FOOTPRINT IS ESTABLISHED, THE LIMITS OF CONSTRUCTION DISTURBANCE SHALL BE NO GREATER THAN 15 FEET BEYOND THE FOUNDATION WALL. THE BUILDING FOOT[RINT CAN SHIFT WITHIN THE LIMITS OF DISTURBANCE. ANY DEVIATION FROM THIS FORMAT SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE"

AT THAT TIME, BOB WELLS (NOW DECEASED) AS THE DEVELOPER, WAS GIVEN SOLE DISCRETION FOR SHIFTING THE BUILDING ENVELOPE, PARTICULARLY FOR REASONS OF PRESERVING NATIVE TREES. THIS IS PAROL EVIDENCE FROM THE ARCHITECT OF RECORD (GARY FRANCIS) TO PARK CITY SURVEYING ON 02/21/2023.

IT IS UNCLEAR TO PARK CITY SURVEYING WHY SURVEY MAPS WERE NOT REQUIRED TO BE RECORDED AT THE SUMMIT COUNTY RECORDER'S OFFICE AT THE TIME OF BUILDING, REFLECTING ANY BUILDING ENVELOPE MODIFICATION, (IN SUMMIT COUNTY, THE RECORDER'S OFFICE GENERALLY EXPECTS ANYTHING SHOWN ON A RECORDED PLAT NEEDS TO BE CHANGED, IT BE MEMORIALIZED WITH A PLAT AMENDMENT.

THE OWNER OF THE PROPERTY SHOULD BE AWARE OF ANY ITEMS AFFECTING THE PROPERTY THAT MAY APPEAR IN A TITLE INSURANCE REPORT. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

SEE RECORD OF SURVEY S–1330, RECORDED 08/05/1993. THIS IS A SURVEY OF VACANT UNIT 55.
SEE RECORD OF SURVEY 2735, RECORDED 08/28/1997. THIS IS A BOUNDARY SURVEY WITH THE ROOF LINE OF THE CONSTRUCTED HOUSE SHOWN.

ZONING: THIS PARCEL LIES WITHIN THE PARK CITY MUNICIPAL "RESIDENTIAL DEVELOPMENT" ZONE.
SOURCE: HTTPS://PARKCITY.MUNICIPALCODEONLINE.COM/BOOK?TYPE=ORDINANCES#NAME=15–2.13_RESIDENTIAL_DEVELOPMENT_(RD)_DISTRICT

THESE ARE THE MAIN BUILDING REQUIREMENTS. OTHER RESTRICTIONS & EXCEPTIONS MAPS APPLY.

SETBACKS	MAIN BUILDINGS
FRONT SETBACKS	20'
SIDE SETBACKS	12'
REAR SETBACKS	15'

LEGAL DESCRIPTION

UNIT 55, CONTAINED WITHIN THE BALD EAGLE CLUB AT DEER VALLEY, SECOND AMENDMENT, A UTAH CONDOMINIUM PROJECT, TOGETHER WITH AN UNDIVIDED 1/58TH OWNERSHIP INTEREST IN AND TO THE COMMON AREAS AND FACILITIES OF THE PROJECT AS THE SAME ARE DEFINED AND ESTABLISHED IN THE RECORD OF SURVEY MAP RECORDED AUGUST 03, 1989 AS ENTRY NO. 311265 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION RECORDED AUGUST 03, 1989 IN SUMMIT COUNTY AS ENTRY NO. 311266 IN BOOK 530 AT PAGE 295 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED.)

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903

Park City Surveying
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Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

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SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"
FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 1 OF 3

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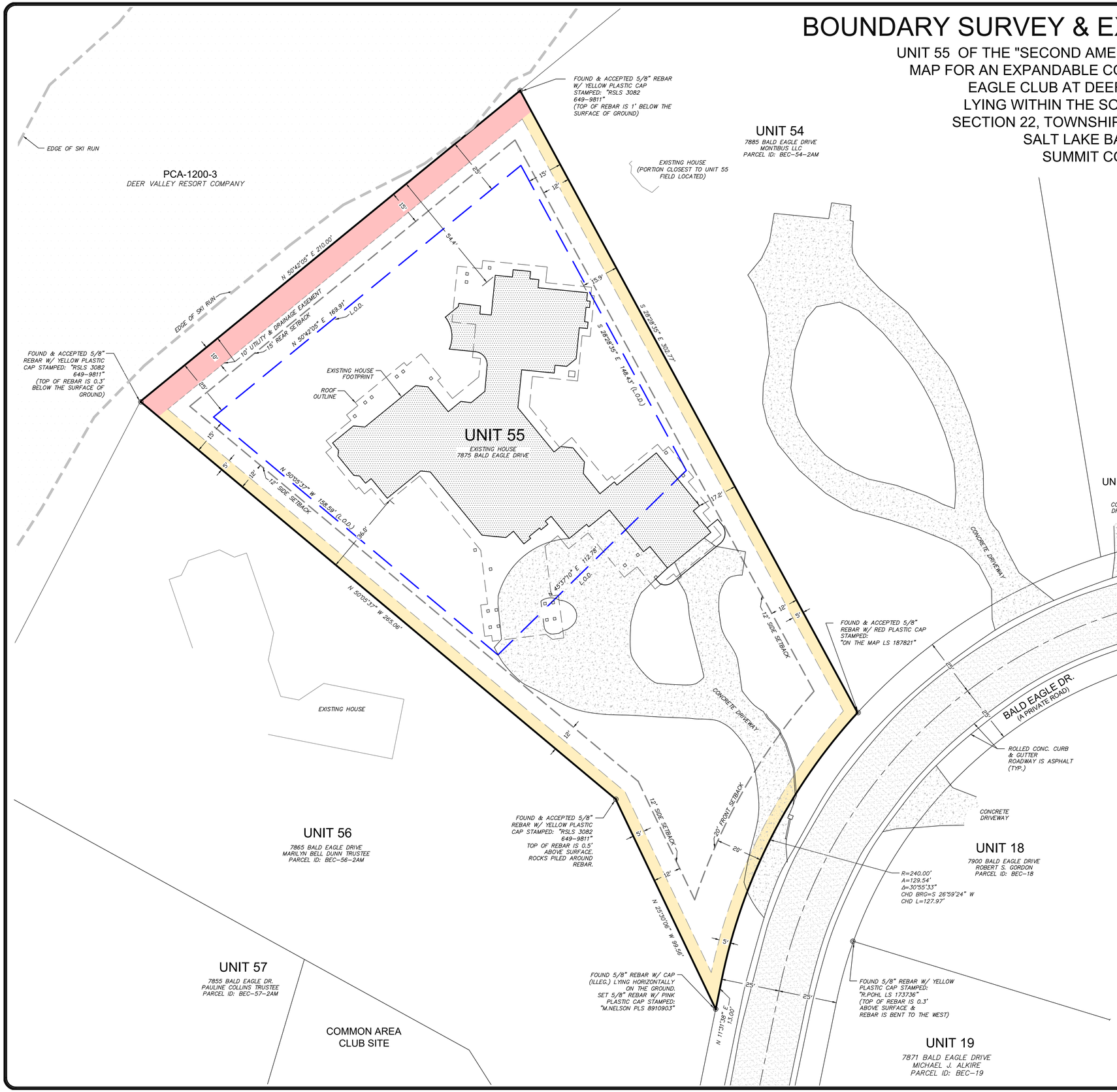
BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- 5' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- 10' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)

NARRATIVE:

THE PURPOSE OF THIS SHEET IS TO SHOW THE PROPERTY BOUNDARY, EASEMENTS OF RECORD AND ROADWAY & DRIVEWAYS.

SEE SHEET THREE FOR COMPLETE TOPOGRAPHIC DETAILS.

SURVEYOR'S CERTIFICATE

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MARTINA NELSON
P.L.S. 8910903

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

Exhibit 1a

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DRAFTED BY: MN
CHECKED BY: KR
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FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 2 OF 3

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BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
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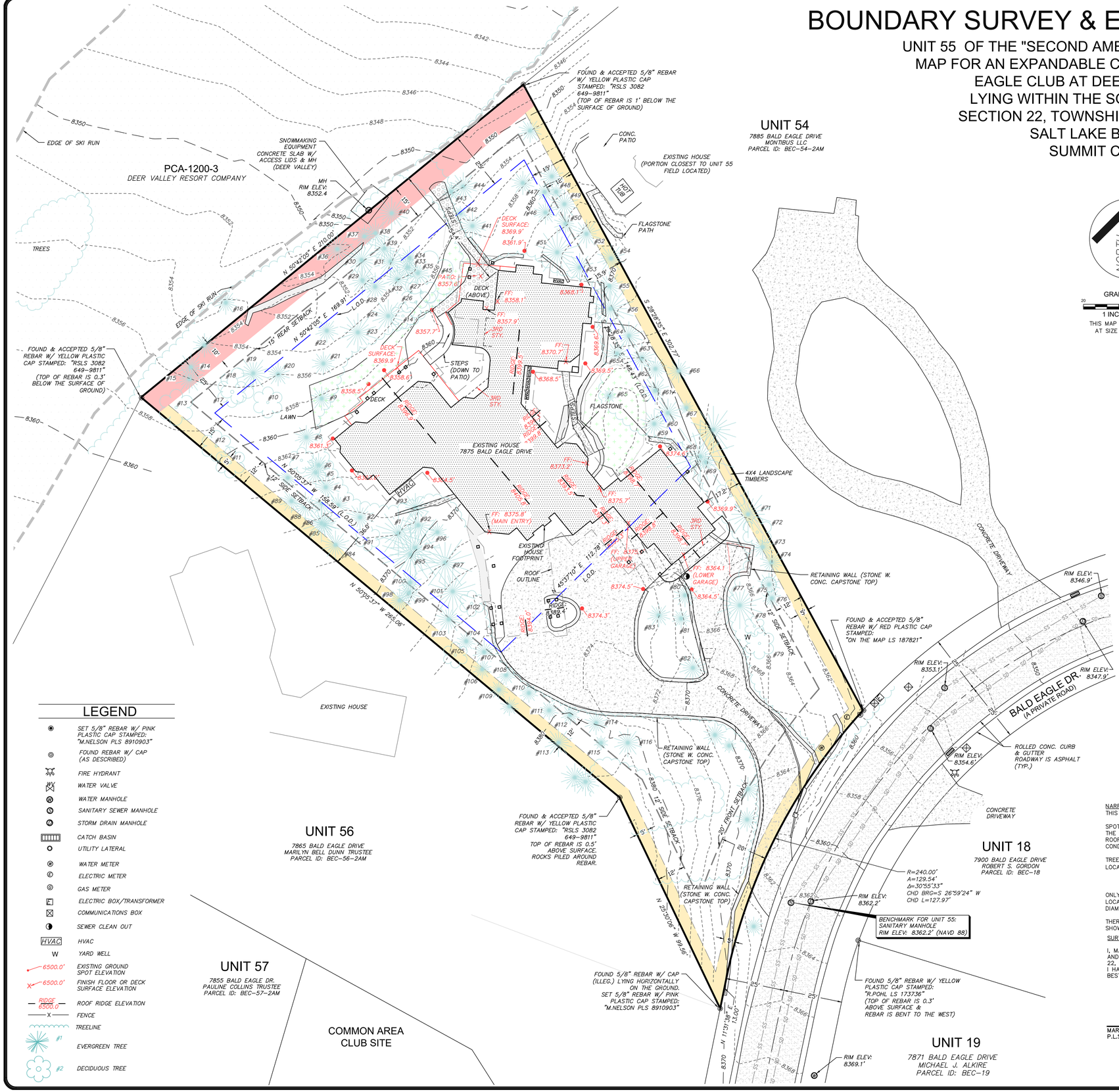

LEGEND

- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- FIRE HYDRANT
- WATER VALVE
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- UTILITY LATERAL
- WATER METER
- ELECTRIC METER
- GAS METER
- ELECTRIC BOX/TRANSFORMER
- COMMUNICATIONS BOX
- SEWER CLEAN OUT
- HVAC — HVAC
- W — YARD WELL
- 6500.0' — EXISTING GROUND SPOT ELEVATION
- X 6500.0' — FINISH FLOOR OR DECK SURFACE ELEVATION
- RIDGE 6500.0 — ROOF RIDGE ELEVATION
- FENCE
- TREELINE
- #1 — EVERGREEN TREE
- #2 — DECIDUOUS TREE

EASEMENT LEGEND

- 5' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- 10' NON-EXCLUSIVE UTILITY & DRAINAGE EASEMENT (TYPICAL ALONG FRONT & SIDE LOT LINES)
- BUILDING SETBACK LINE (PER PARK CITY ZONING)
- L.O.D. (PER PLAT OF RECORD)

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

TREE TABLE

TREE ID NUMBER	TRUNK DIA. (INCHES)	CIRCUMFERENCE (INCHES)	CANOPY (FEET)	TREE ID NUMBER	TRUNK DIA. (INCHES)	CIRCUMFERENCE (INCHES)	CANOPY (FEET)
TRC1	12	36	20	TRC59	12	35	12
TRC2	8	26	12	TRC60	12	36	12
TRC3	6	24	10	TRC61	14	40	12
TRC4	8	26	12	TRC62	10	28	10
TRC5	12	40	12	TRC63	14	42	12
TRC6	8	28	10	TRC64	12	37	12
TRC7	12	36	10	TRC65	6	14	6
TRC8	12	38	10	TRC66	8	25	10
TRC9	8	28	10	TRC67	3	9	6
TRD10	12	36	12	TRC68	30	94	30
TRD11	16	42	12	TRC69	8	24	8
TRD12	14	44	12	TRD70	8	24	12
TRD13	14	46	14	TRC71	18	56	20
TRC14	14	44	12	TRD72	12	37	12
TRC15	14	44	12	TRC73	6	18	10
TRC16	8	20	10	TRC74	6	18	10
TRD17	14	42	12	TRC76	8	24	8
TRD18	16	48	14	TRC77	24	72	20
TRD19	14	44	14	TRD78	8	24	8
TRC20	8	28	10	TRD78	6	24	8
TRC21	8	24	10	TRC80	6	16	10
TRC22	8	24	10	TRC81	6	16	8
TRC23	10	28	16	TRC82	10	28	12
TRC24	8	24	14	TRC83	6	16	10
TRD25	16	42	14	TRC84	12	35	12
TRD26	14	40	12	TRC85	12	37	10
TRD27	14	40	12	TRC86	16	48	16
TRC28	16	44	12	TRC87	10	30	10
TRD29	12	36	12	TRC88	8	24	12
TRD30	14	48	16	TRC89	8	26	10
TRD31	14	42	14	TRC90	8	20	10
TRC32	10	32	12	TRD91	10	30	10
TRD33	8	28	12	TRC92	18	64	14
TRC34	6	19	10	TRC93	11	31	12
TRC35	12	42	12	TRC94	24	68	30
TRC36	10	26	14	TRC95	20	60	25
TRC37	8	24	10	TRC96	8	24	8
TRC38	10	28	12	TRC97	36	120	24
TRC39	10	28	12	TRC98	8	24	10
TRC40	12	34	14	TRC99	8	26	10
TRC41	10	32	12	TRC100	6	22	8
TRC42	4	14	6	TRC101	18	62	20
TRC43	4	14	8	TRD102	8	20	10
TRC44	12	36	12	TRC103	10	28	12
TRD45	14	40	20	TRC104	8	24	8
TRC46	10	28	10	TRD105	8	24	10
TRC47	8	24	8	TRC106	8	24	8
TRC48	6	21	6	TRC107	8	26	10
TRC49	10	30	12	TRC108	8	24	8
TRC50	10	28	10	TRC109	8	24	8
TRC51	18	58	20	TRC110	6	18	8
TRC52	18	56	12	TRC111	8	24	8
TRC53	18	56	12	TRC112	8	24	8
TRC54	8	27	12	TRC113	14	40	12
TRC55	10	28	12	TRC114	6	20	10
TRC56	20	58	20	TRC115	8	26	6
TRC57	8	20	10	TRC116	8	24	12

NARRATIVE:
THIS SURVEY MAP WAS GENERATED USING 2 (TWO) FOOT CONTOURS.

SPOT ELEVATIONS: WHILE SPECIFIC SPOT ELEVATIONS ARE NOTED, THERE WERE MANY MORE DATA POINTS IN THE COURSE OF THIS SURVEY. THESE SPOT GROUND ELEVATIONS SHOWN HEREON ARE USEFUL IN DETERMINING ROOF RIDGE HEIGHT ABOVE EXISTING GROUND. CONTOUR LINE DATA ILLUSTRATE THE COMPLETE EXISTING CONDITIONS OF THE PROPERTY TOPOGRAPHY.

TREES: SOME TREES WERE INDIVIDUALLY FIELD LOCATED USING PARK CITY MUNICIPAL'S STANDARD FOR FIELD LOCATING TREES IN A "SENSITIVE LANDS OVERLAY" ZONE (SLO).

TREES WITH A 6" DIAMETER TRUNK 4 1/2" ABOVE THE GROUND.

ONLY TREES WITHIN AND NEARLY ADJACENT TO THE LIMIT OF DISTURBANCE (LOD) WERE INDIVIDUALLY FIELD LOCATED. DECIDUOUS TREE TRUNKS ARE SHOWN FOR REFERENCE. THE TRUNKS ARE NOT TO SCALE FOR DIAMETER OR CIRCUMFERENCE. SEE TREE TABLE FOR THOSE MEASUREMENTS.

THERE ARE OTHER DECIDUOUS & CONIFEROUS TREES ON THIS PROPERTY OUTSIDE THE L.O.D. THESE ARE SHOWN BY THE TREELINE LINEWORK SYMBOLOGY.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR No. 8910903 MARTINA NELSON 08/28/2023 STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903

Exhibit 1a

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SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

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FOR: RICARDO SALAS
DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 3 OF 3

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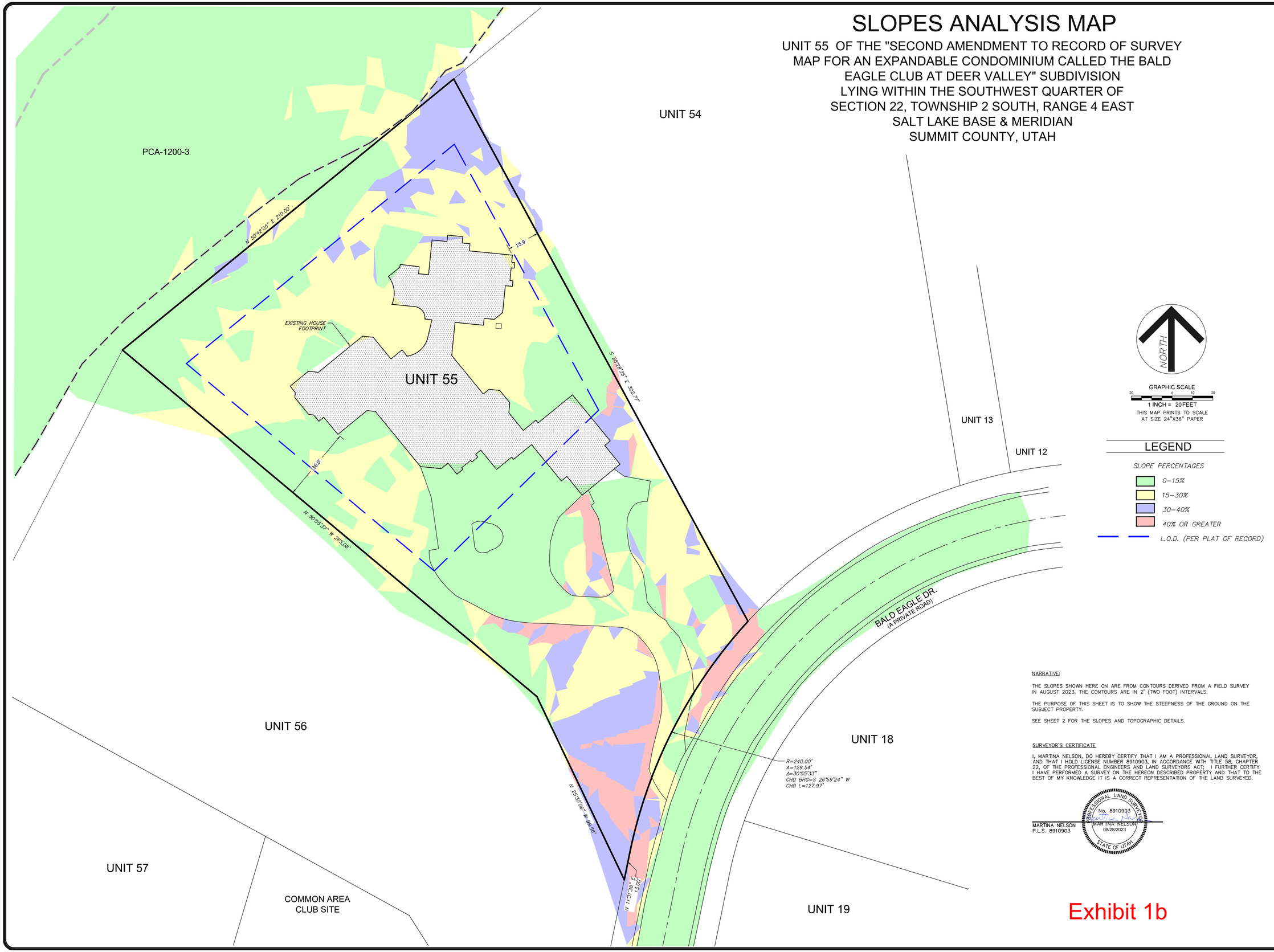
SLOPES ANALYSIS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20 FEET
THIS MAP PRINTS TO SCALE AT SIZE 24"X36" PAPER

LEGEND

SLOPE PERCENTAGES
- 0–15%
- 15–30%
- 30–40%
- 40% OR GREATER
- L.O.D. (PER PLAT OF RECORD)

NARRATIVE:

THE SLOPES SHOWN HERE ON ARE FROM CONTOURS DERIVED FROM A FIELD SURVEY IN AUGUST 2023. THE CONTOURS ARE IN 2' (TWO FOOT) INTERVALS.

THE PURPOSE OF THIS SHEET IS TO SHOW THE STEEPNESS OF THE GROUND ON THE SUBJECT PROPERTY.

SEE SHEET 2 FOR THE SLOPES AND TOPOGRAPHIC DETAILS.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

MARTINA NELSON
P.L.S. 8910903

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

Exhibit 1b

Park City Surveying
PO Box 682993
Park City, UT 84068
435-649-2918
WWW.PARKCITYSURVEY.COM

THIS DRAWING SHALL REMAIN THE PROPERTY OF PARK CITY SURVEYING. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY WORK OR PROJECT FOR ANY PURPOSE OTHER THAN FOR THE SPECIFIC PROJECT FOR WHICH THIS MAP HAS BEEN PREPARED.

THE INFORMATION CONTAINED HEREON CANNOT BE COPIED, DUPLICATED, OR COMMERCIALLY EXPLOITED IN WHOLE OR IN PART WITHOUT THE EXPRESSED WRITTEN PERMISSION OF PARK CITY SURVEYING.

SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"

FOR: RICARDO SALAS

DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 1 OF 2

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BOUNDARY SURVEY & EXISTING CONDITIONS MAP

UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY
MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD
EAGLE CLUB AT DEER VALLEY" SUBDIVISION
LYING WITHIN THE SOUTHWEST QUARTER OF
SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

UNIT 54

PCA-1200-3

UNIT 56

UNIT 57

COMMON AREA
CLUB SITE

UNIT 18

UNIT 19

BALD EAGLE DR.
(A PRIVATE ROAD)

N 69°47'05" E 210.00'

N 50°06'37" W 265.06'

N 25°59'06" W 98.56'

S 28°23'55" E 304.77'

N 17°31'58" E 13.00'

R=240.00'
A=129.54'
Δ=30°55'33"
CHD BRG=S 26°59'24" W
CHD L=127.97'

15.0'

35.0'

HVAC

RIDGELINE

NORTH

GRAPHIC SCALE
20 0 10 20
1 INCH = 20FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

SLOPE PERCENTAGES

- 0–15%
- 15–30%
- 30–40%
- 40% OR GREATER

LEGEND

- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- FIRE HYDRANT
- WATER VALVE
- WATER MANHOLE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- CATCH BASIN
- UTILITY LATERAL
- WATER METER
- ELECTRIC METER
- GAS METER
- ELECTRIC BOX/TRANSFORMER
- COMMUNICATIONS BOX
- SEWER CLEAN OUT
- HVAC — HVAC
- W — YARD WELL
- X — FENCE
- TREELINE
- #1 — EVERGREEN TREE
- #2 — DECIDUOUS TREE

NARRATIVE:
THIS SURVEY MAP WAS GENERATED USING 2 (TWO) FOOT CONTOURS.

THE PURPOSE OF THIS SHEET IS TO SHOW THE SLOPE GRADIENTS PLUS TOPOGRAPHIC DETAILS.

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NUMBER 8910903, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.

PROFESSIONAL LAND SURVEYOR
No. 8910903
MARTINA NELSON
08/28/2023
STATE OF UTAH

MARTINA NELSON
P.L.S. 8910903

Exhibit 1b

Park City Surveying
PO Box 682993
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SURVEYED BY: MN
DRAFTED BY: MN
CHECKED BY: KR
DATE: AUGUST 28, 2023

BOUNDARY SURVEY & EXISTING CONDITIONS MAP
UNIT 55 OF THE "SECOND AMENDMENT TO RECORD OF SURVEY MAP FOR AN EXPANDABLE CONDOMINIUM CALLED THE BALD EAGLE CLUB AT DEER VALLEY"

FOR: RICARDO SALAS

DWG: BALD EAGLE 55 ROS-ASB.DWG

SHEET 2 OF 2

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Park City Surveying
P.O. Box 682993
Park City, UT 84068
(435)649-2918
(435)649-4637 fax

PLAT AMENDMENT
7875 Bald Eagle Drive
Park City, UT 84060
Unit (Lot) 55 of the "Second Amendment to record of survey map for an Expandable Condominium called the Bald Eagle Club at Deer Valley."

03/30/2023

Useful short videos. Note the presence of significant fir trees on the left, right & rear of house.

1. Shows the top-down view of the house in relation to the Deer Valley Ski Run.
https://www.dropbox.com/s/cpgj6w0jp3e61zf/DJI_0145.MP4?dl=0

2. Shows the adjacent properties.
https://www.dropbox.com/s/zu1pcds2p94qppk/DJI_0150.MP4?dl=0

Site Photos

Looking at the front entry of house

Above the porte cochere, looking down the driveway toward roadway.

The Bald Eagle Drive roadway is behind you: looking up driveway toward the house.

Where driveway diverges. The Bald Eagle Drive roadway is behind you: lower garage is to right & upper garage to the left.

From above. House entry & porte cochere is at bottom-left of photo. Deer Valley ski run is near top of this photo.

Top-down view of the house.

Planning Commission
Staff Report

Subject: **Essential Municipal Service Temporary Housing Trailers**
Application: **PL-23-5733**
Author: **Spencer Cawley, Planner II**
Date: **September 27, 2023**
Type of Item: **Administrative – Modification of Approval**

Recommendation

(I) Review the request to extend the approval for use of two 400-square-foot Temporary Housing Trailers at the Mine Bench Site, transferring them from the Park City Fire District to City employees associated with Essential Municipal Services located at the Mine Bench site along S.R. 224, (II) hold a public hearing, and (III) consider extending the Planning Commission March 23, 2022 Conditional Use Permit approval as it relates to the Temporary Housing Trailers through October 1, 2025, subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Park City Municipal Corporation Browne Sebright, Housing Program Manager
Location:	7700 Marsac Avenue – Mine Bench
Zoning District:	Recreation and Open Space
Adjacent Land Uses:	Single-Family Dwellings; Multi-Unit Dwellings; Resort and Recreation Open Space
Reason for Review:	The Planning Commission reviews and approves requests to extend Conditional Use Permits[1]

CUP	Conditional Use Permit
JSSD	Jordanelle Special Service District
LMC	Land Management Code
PCFD	Park City Fire District
ROS	Recreation and Open Space

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

Park City's Housing Team requests to transfer the use of the two Park City Fire District Temporary Housing Trailers to provide housing for City employees associated with Essential Municipal Services—Public Works—provided at the Mine Bench Property. The Housing Team requests this temporary extension through October 1, 2025, while the Housing Team works to find a permanent location for the Housing Trailers.

[1] LMC § 15-1-8

Background

On March 23, 2022, the Planning Commission reviewed a Conditional Use Permit (CUP) for the Park City Fire District's (PCFD) proposal to temporarily install two Temporary Housing Trailers for personnel living quarters and storage of two fire trucks on the Mine Bench property during the construction of Fire Station 34 in Upper Deer Valley (Staff Report; Meeting Minutes). Condition of Approval 7 of the Final Action Letter (Exhibit B) states:

> *If construction of Fire Station 34 is delayed beyond the expiration of this CUP, which is January 1, 2023, then PCFD shall request the Planning Commission consider extending the CUP approval to accommodate the updated construction timeline.*

PCFD did not request an extension prior to the expiration of the CUP, and the approval has expired.

PCFD has no further use for the two Temporary Housing Trailers and offered the City the opportunity to purchase them. On July 27, 2023, the City Council authorized the Housing Team to acquire the two Temporary Housing Trailers in the amount of $180,000 (Staff Report; Meeting Minutes). Now, the Housing Team requests to modify the March 23, 2022, CUP approval to continue the use of the two Temporary Housing Trailers through October 1, 2025, to provide housing for City employees associated with Essential Municipal Services provided at the Mine Bench Property while the City searches for a permanent location for the Housing Trailers.

Park City's Public Works Department currently uses portions of the Mine Bench site for storage and maintenance of equipment. Additionally, the City leases portions of the Mine Bench property for other uses and the City provided notice to their existing tenants that City Employees may possibly occupy the two Temporary Housing Trailers through October 1, 2025.

Analysis

(I) The proposal complies with the Recreation and Open Space Zoning District Requirements outlined in LMC Chapter 15-2.7.

LMC § 15-2.7-3 establishes a 25-foot front, side, and rear setback from the boundary line of the lot, district, or public right-of-way for all Structures in the Recreation and Open Space (ROS) Zoning District.

The Mine Bench property consists of a 29.07 – acre portion owned by Park City Municipal Corporation and approximately two acres owned by Jordanelle Special Service District (JSSD). The temporary trailers were installed in such a way they meet the required 25-foot setback when considered in the context of the JSSD parcel and the larger City-owned portion.

(II) The proposal, as conditioned, complies with criteria outlined in LMC § 15-1-10(E).

Essential Municipal Public Utility Uses, Facilities, Services, and Structures greater than 600 square feet in the ROS Zoning District are a Conditional Use.[2]

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

The Planning Commission shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Commission may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC § 15-1-10.

CUP Review Criteria	Analysis of Proposal
Size and Location of the Site	**No unmitigated impacts –** The two Temporary Housing Trailers are located on the 29.07-acre City owned Mine Bench site. PCFD installed the two Temporary Housing Trailers to the east of the Ontario Mine/JSSD parcel. The Temporary Housing Trailers are 400 square feet each (800 square feet total) and will remain in the same location on the site.
Traffic Capacity	**No unmitigated impacts –** Continued use of the two Temporary Housing Trailers will not impact existing traffic conditions. The Mine Bench is accessed directly off the State-owned Marsac Avenue.
Utility Capacity	**No unmitigated impacts –** PCFD worked with the Engineering and Public Works Departments to coordinate connections to existing sanitary sewer and water lines. The two Temporary Housing Trailers are connected to existing on-site power sources.

[2] LMC § 15-2.7-2(C)(13)

Emergency Vehicle Access	**No unmitigated impacts –** On May 25, 2023, PCFD confirmed the proposal meets their requirements.
Off-Street Parking	**No unmitigated impacts –** Public Utility Uses require: • One space per five seats; or, • Two spaces per three employees; or, • One space per 1,000 square feet or floor Area, whichever is greater.[3] The Site does not have dedicated parking, but there is ample unused space adjacent to the two Temporary Housing Trailers to provide up to eight parking spaces. Public Works will limit occupancy of the two Temporary Housing Trailers to one person or couple per unit.
Internal Vehicular and Pedestrian Circulation	**No unmitigated impacts –** The continued use of the two Temporary Housing Trailers will not impact internal vehicle or pedestrian circulation beyond the current standard.
Fencing, Screening, and Landscaping	**Not applicable.**
Building Mass, Bulk, and Orientation	**No unmitigated impacts –** The two Temporary Housing Trailers are 38 feet long by 10.5 feet wide (400 square feet) each. They are set back more than 25 feet from the property line and are not visible from Marsac Avenue or the entrance of the Mine Bench.
Useable Open Space	**No unmitigated impacts –** The proposed use does not change or disturb the site's Open Space because the two Temporary Housing Trailers will remain in the same approved location.
Signs and Lighting	**No unmitigated impacts –** No signs or lighting are proposed.

[3] LMC § 15-3-6(B)

Physical Design and Compatibility with Surrounding Structures	**No unmitigated impacts –** Due to the industrial feeling of the site, the two Temporary Housing Trailers are similar in style to the rest of the site. Because the location is temporary, the structures are adaptable in design and style.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	The current Use as two Temporary Housing Trailers for PCFD has not produced any known noise complaints. The surrounding buildings are industrial in Use and more than 400 feet away. However, staff recommends **Condition of Approval 1** requiring the Use to 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	Delivery and service vehicles do not need to access the site and do not require mitigation for loading and unloading zones. However, the occupants of the two Temporary Housing Trailers shall ensure trash and recycling is disposed of properly on site and removed

	weekly **(Condition of Approval 2)**.
Expected Ownership and Management of the Project	Park City Municipal owns 29.07 acres of the Mine Bench property. In 2002, approximately two acres within the Mine Bench property was conveyed to Jordanelle Special Service District (JSSD). Prior to the March 23, 2022, CUP approval, JSSD and PCFD entered into a storage agreement for use of the portion of the Mine Bench property owned by JSSD. PCMC will purchase the two Temporary Housing Trailers and manage their occupancy and maintenance. The Housing Team is continually searching for a permanent location for the two Temporary Housing Trailers. Therefore, staff recommends **Condition of Approval 3** that PCMC and JSSD will enter into a storage agreement that will remain active until permanent relocation of the two Temporary Housing Trailers.

The following image shows the site's ownership – Park City Municpal in blue and JSSD in red:

Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes	**No unmitigated impacts –** The two Temporary Housing Trailers are located on a level concrete pad and will not disturb mine hazards or mine waste. No physical changes are proposed to the site.
General Plan Consistency	**Complies –** Goal 8 of the General Plan is to increase affordable housing opportunities and associated service for the workforce of Park City.

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Staff recommends the following Conditions of Approval:

- **Condition of Approval 4** – This approval expires on October 1, 2025, and the two Temporary Housing Trailers shall either be relocated, or the Applicant shall obtain Planning Commission approval for extended use.
- **Condition of Approval 5** – Use of the two Temporary Housing Trailers is limited to City Public Works employees, or those employees associated with the Essential Municipal Services provided in association with the Mine Bench.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on September 13, 2023. Staff mailed courtesy notice to property owners within 300 feet on September 13, 2023. The *Park Record* published notice on September 13, 2023.[4]

Public Input

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

Alternatives

- The Planning Commission may approve the modification to the March 23, 2022, CUP approval;
- The Planning Commission may deny the modification to the March 23, 2022, CUP approval and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to October 25, 2023.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: March 23, 2022, Signed Final Action Letter

[4] LMC § 15-1-21

Planning Department

September 27, 2023

Park City Municipal Corporation
445 Marsac Avenue
Park City, UT 84060
435-615-5000

CC: Browne Sebright, Housing Program Manager

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	7700 Marsac Avenue
Zoning District:	Recreation and Open Space
Application:	Modification of Approval
Project Number:	PL-23-05733
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	September 27, 2023
Project Summary:	Park City's Housing Team requests to continue the use of two Temporary Housing Trailers installed by the Park City Fire District to meet the demand for City employee housing associated with Essential Municipal Services located at the Mine Bench site.

Action Taken
On September 27, 2023, the Planning Commission conducted a public hearing and approved the Modification of Approval according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The property is located at 7700 Marsac Avenue in the Recreation and Open Space (ROS) Zoning District.
2. On March 23, 2022, the Planning Commission reviewed a Conditional Use Permit (CUP) for Park City Fire District's (PCFD) proposal to temporarily install two Temporary Housing Trailers for personnel living quarters and storage of two

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fire trucks on the Mine Bench property during the construction of Fire Station 34 in Upper Deer Valley.

3. Condition of Approval 7 from the 2022 approval required PCFD to request an extension of the approval from the Planning Commission if the use of the site extends beyond January 1, 2023.
4. PCFD did not request an extension prior to the expiration of the CUP, and the approval has expired.
5. PCFD offered the City the opportunity to purchase the two Temporary Housing Trailers.
6. On July 27, 2023, the City Council authorized the Housing Team to acquire the two Temporary Housing Trailers in the amount of $180,000.
7. The Housing Team requests to modify the March 23, 2022, approval to continue to use the Mine Bench site for temporary employee housing while the City searches for a permanent location for the two Temporary Housing Trailers.
8. Park City's Public Works Department currently uses portions of the Mine Bench site for storage and maintenance of equipment.
9. The City leases portions of the Mine Bench property for other uses and the City provided notice to their existing tenants that City Employees will possibly occupy the two Temporary Housing Trailers.
10. The ROS Zoning District establishes a 25-foot front, side, and rear setback from the boundary line of the lot, district, or public right-of-way. The two Temporary Housing Trailers were installed in such a way they meet the required 25-foot setback.
11. Essential Municipal Public Utility Uses, Facilities, Services, and Structures greater than 600 square feet in the ROS Zoning District are a Conditional Use.
12. The two Temporary Housing Trailers are 400 square feet each.
13. The proposal, as conditioned, complies with the criteria outlined in LMC section 15-1-10(E).
    a. Size and Location of the Site – The two Temporary Housing Trailers are located on the 29.07-acre City owned Mine Bench site. PCFD installed two Temporary Housing Trailers to the east of the Ontario Mine/JSSD parcel. The two Temporary Housing Trailers are 400 square feet each (800 square feet total) and will remain in the same location on the site.
    b. Traffic Capacity – Continued use of the temporary housing Structures will not impact existing traffic conditions. The Mine Bench is accessed directly off the State owned Marsac Avenue.
    c. Utility Capacity – PCFD worked with the Engineering and Public Works Departments to coordinate connections to existing sanitary sewer and water lines. The two Temporary Housing Trailers are connected to existing on-site power sources.

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d. Emergency Vehicle Access – PCFD confirmed the proposal meets their requirements.
e. Off-Street Parking – Public Utility Uses require:
    i. One space per five seats; or,
    ii. Two spaces per three employees; or,
    iii. One space per 1,000 square feet or floor Area, whichever is greater.

    The Site does not have dedicated parking, but there is ample unused space adjacent to the two Temporary Housing Trailers to provide up to eight parking spaces. Public Works will limit occupancy of the two Temporary Housing Trailers to one person or couple per unit.
f. Internal Vehicular and Pedestrian Circulation – The continued use of the two Temporary Housing Trailers will not impact internal vehicle or pedestrian circulation beyond the current standard.
g. Fencing, Screening, and Landscaping – Not applicable.
h. Building Mass, Bulk, and Orientation – The two Temporary Housing Trailers are 38 feet long by 10.55 feet wide (400 square feet) each. They are set back more than 25 feet from the property line and are not visible from Marsac Avenue or the entrance of the Mine Bench.
i. Useable Open Space – The proposed use does not change or disturb the site's Open Space because the tiny homes will remain in the same approved location.
j. Signs and Lighting – No signs or lighting are proposed.
k. Physical Design and Compatibility with Surrounding Structures – Due to the industrial feeling of the site, the two Temporary Housing Trailers are similar in style to the rest of the site. Because the location is temporary, the structures are adaptable in design and style.
l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors – The current Use as temporary housing for PCFD has not produced any known noise complaints. The surrounding buildings are industrial in use and more than 400 feet away.
m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and screening of Trash and Recycling Pickup Areas – Delivery and service vehicles do not need to access the site and do not require mitigation for loading and unloading zones.
n. Expected Ownership and Management of the Project – Park City Municipal owns 29.07 acres of the Mine Bench property. In 2002, approximately two acres within the Mine Bench property was conveyed to Jordanelle Special Service District (JSSD). Prior to the March 23, 2022, CUP approval, JSSD and PCFD entered into a storage agreement for use

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of the portion of the Mine Bench property owned by JSSD. PCMC will purchase the two Temporary Housing Trailers and manage their occupancy and maintenance. The Housing Team is searching for a permanent location for the two Temporary Housing Trailers.

o. Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes – This site is within the Sensitive Land Overlay and must comply with requirements of LMC Chapter 15-2.21. See Analysis Section III. The two Temporary Housing Trailers are located on a level concrete pad. The tiny homes will not disturb mine hazards or mine waste. No physical changes are proposed to the site.

p. General Plan Consistency – Goal 8 of the General Plan is to increase affordable housing opportunities and associated service for the workforce of Park City.

14. Staff published notice on the City's website, the Utah Public Notice website, and posted notice on the property on September 13, 2023.
15. The *Park Record* published notice on September 13, 2023.

Conclusions of Law

1. The application is consistent with the Land Management Code, including LMC Chapter 15-2.7 *Recreation and Open Space (ROS) District*, LMC § 15-1-10 *Conditional Use Review*, and LMC Chapter 15-2.21 *Sensitive Land Overlay Zone (SLO) Regulations*.
2. The Use is compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. The Use of the two Temporary Housing Trailers shall comply with Municipal Code Chapter 6-3 *Noise.*
2. The occupants of the two Temporary Housing Trailers shall ensure trash and recycling is disposed of properly on site and removed weekly.
3. PCMC and JSSD shall enter into a new storage agreement that will remain active until permanent relocation of the two Temporary Housing Trailers.
4. This Approval expires on October 1, 2025, and the two Temporary Housing Trailers shall either be relocated, or the Applicant shall obtain Planning Commission approval for extended use.
5. Use of the two Temporary Housing Trailers is limited to City Public Works employees, or those employees associated with the Essential Municipal Services provided in association with the Mine Bench Site.

DRAFT

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

Sincerely,

Sarah Hall
Planning Commission Chair

CC: Spencer Cawley, Project Planner

DRAFT

DocuSign Envelope ID: 844587BA-3CB7-4B7E-B285-C39AFC4F6FF1

Planning Department

March 23, 2022

Park City Fire District
Attn: Brett Colgan, Logistics Officer
736 Bitner Road
Park City, UT 84098
(385) 235-1632

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	7700 Marsac Avenue
Zoning District:	Recreation and Open Space
Application:	Administrative Conditional Use Permit
Project Number:	PL-22-05163
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	March 23, 2022
Project Summary:	While Silver Lake Fire Station 34 undergoes significant updates, the Applicant, Park City Fire District (PCFD), proposes to use the Mine Bench site as temporary storage for apparatus and sleeping quarters for the firefighters. Two (2) trailers (64' x 13' each) are planned for living quarters and will remain on site for approximately nine (9) months.

Action Taken

On March 23, 2022, the Planning Commission conducted a public hearing and approved a 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 7700 Marsac Avenue in the Recreation and Open Space (ROS) Zoning District.
2. The property was annexed into the City in 1999 under the June 24, 1999 Flagstaff Mountain area annexation.

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3. In 2002, a portion of the Silver Mine Bench property was conveyed to Jordanelle Special Service District (JSSD) and conveyed by deed.
4. The Applicant proposes using the site to store firefighting apparatus and two trailers for temporary living quarters from April 2022 – December 2022.
5. Essential Municipal Public Utility Uses, Facilities, Services, and Structures greater than 600 square feet in the ROS Zoning District are considered a Conditional Use.
6. Each trailer is 64’ x 13’, approximately 1,664 square feet total.
7. JSSD and PCFD have entered into a storage agreement for the Use of the property.
8. All Structures in the ROS Zoning District must be no less than 25 feet from the boundary line of the Lot, district, or public Right-of-Way.
9. Conditional Use Permits require review pursuant to the criteria outlined in Land Management Code § 15-1-10(E).
    a. Size and Location of Site—No unmitigated impacts. Storage of the apparatus is proposed to be near the temporary trailers for quick access and daily maintenance. The temporary trailers are proposed to be on the JSSD portion of the property and are situated in a way that allows for connection to electricity, sewer, and water.
    b. Traffic Capacity—No unmitigated impacts. Apart from answering emergency calls, there is no significant increase in traffic.
    c. Utility Capacity—No unmitigated impacts. PCFD has worked with the Engineering Department to coordinate temporary connections to the sanitary sewer and water lines. There is an existing permit for connecting the power.
    d. Emergency Vehicle Access—No unmitigated impacts. Parking on-site is limited to existing parking stalls. Emergency vehicles will have the required distance to enter and exit the site.
    e. Off-Street Parking—Condition of Approval 1. Public Utility Uses require one (1) space per five (5) seats, or two (2) spaces per three (3) employees, or one (1) space fer 1,000 square feet of floor Area, whichever is greater.
    f. Internal Vehicular and Pedestrian Circulation—Condition of Approval 2. The Use shall not impede vehicular or pedestrian circulation.
    g. Fencing, Screening, and Landscaping—Not applicable.
    h. Building mass, bulk, and orientation—No unmitigated impacts. The temporary trailers are 64’ x 13’ each and are appropriate in scale and location for the Mine Bench Site.

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i. Useable Open Space—Condition of Approval 3. PCFD will limit the Use to the Mine Bench Site as approved in the site plan. Any deviation from this plan will require additional review.
j. Signs and Lighting—Condition of Approval 4. No signs or lighting are proposed or approved under this CUP.
k. Physical Design and Compatibility with Surrounding Structures—Note applicable.
l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors—Condition of Approval 5. The Use shall comply with Municipal Code 6-3, *Noise*.
m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and screening of Trash and Recycling Pickup Areas—Condition of Approval 6. PCFD shall manage the storage and collection of all trash and recycling associate with the temporary Use of the Site.
n. Expected Ownership and Management of the Project— The Mine Bench property is owned by Park City Municipal and JSSD. On February 3, 2022, the City Council received a Staff Communication regarding the temporary location of the trailers for PCFD use. JSSD and PCFD entered into a storage agreement for use of the Mine Bench Property. PCFD will manage the project.
o. Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes—No unmitigated impacts. The temporary trailers are proposed to be located on a level portion of the site that is paved. The temporary trailers will not permanently alter or further disturb the paved area.
p. General Plan Consistency—Complies. In the General Plan, Goal 14 states "The future of the City includes limits to foster innovative sustainable development, protect for community vision, and prevent negative impacts to the region." To meet this goal, Objective 14A states the City will provide reliable public resources to ensure the health welfare, and safety of residents and visitors.

Conclusions of Law

1. The Application complies with all requirements of the LMC.
2. The Use is compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. PCFD shall ensure three (3) off-street parking space are available for the firefighters staying at the Mine Bench site.

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2. The Use shall not impede vehicular or pedestrian circulation.
3. PCFD shall limit the Use to the Mine Bench Site as approved in the site plan. Any minor deviation shall be approved by the Planning Department.
4. No signs or outdoor lighting are proposed or approved with this Application.
5. The Use shall comply with Municipal Code Chapter 6-3, Noise.
6. PCFD shall manage the storage and collection of all trash and recycling associated with the temporary Use of the Site.
7. If construction of Fire Station 34 is delayed beyond the expiration of this CUP, which is January 1, 2023, then PCFD shall request the Planning Commission consider extending the CUP approval to accommodate the updated construction timeline.

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

Sincerely,

DocuSigned by:
Laura Suesser
BA63A50339EA482...

Laura Suesser
Planning Commission Chair Pro Tem

CC: Spencer Cawley, Project Planner

Planning Commission
Staff Report

Subject: **2200 Park Avenue**
Application: **PL-23-05776**
Author: **Jack Niedermeyer**
Date: **September 27, 2023**
Type of Item: **Conditional Use Permit**

Recommendation

(I) Review the proposed Conditional Use Permit (CUP) for the construction of a basement-level patio in the Frontage Protection Zone (FPZ), a conversion of basement-level storage use to habitable use, and a parking modification, (II) conduct a public hearing, and (III) consider approving the CUP subject to the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	Dutson Builders – Brandon Wangsgaard
Location:	2200 Park Avenue Saddleview Office Park Condo
Zoning District:	Residential Development - Medium Density Frontage Protection Zone
Adjacent Land Uses:	Offices, Single-Family Dwellings, Condominiums
Reason for Review:	The Planning Commission reviews and takes Final Action on Conditional Use Permits.[1]

CUP	Conditional Use Permit
DRC	Development Review Committee
FPZ	Frontage Protection Zone
LMC	Land Management Code
PCFD	Park City Fire District
RDM	Residential Development – Medium Density
SLO	Sensitive Lands Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

[1] LMC § 15-2.2-4(C)

Summary of Proposals

The Saddleview Office Park is a four-building condominium located at 2200 Park Avenue within the Residential Development – Medium Density (RDM) Zoning District and the Frontage Protection Zone (FPZ).

The Applicant proposes modifications to Building B:

- Excavation of the current landscaping to the basement level of Building B.
- Construction of two, five-foot-tall concrete retaining walls, constructed in tiers to create a heated basement patio area.
- Installation of stairs leading from the heated basement patio area to the existing at-grade sidewalk and parking area.
- Modification of basement use to increase habitable space and reduce storage space with a determination regarding parking.

The images below show the area in which the excavation and patio installation are proposed to take place.

The Applicant requests the Planning Commission review and approve the proposal in part to resolve issues that date back to the 1990s and illustrate continued use of basement square footage in Building B beyond the limitations of the plat notes, outlined below. The 1990s approval and Plat Notes limit habitable basement area for Building B

to 800 square feet. The Applicant proposes increasing the habitable basement area by 819.55 square feet for a total of 1,619.55 square feet to provide a kitchen area, conference room, and accessory areas for employee use for those working in Buildings A, B, and portions of Building C.

Property Background

1994 Conditional Use Permit (CUP)/Master Planned Development (MPD)

- In 1994, the Planning Commission approved a CUP and MPD for Professional Offices at 2200 Park Avenue within the Frontage Protection Zone and RDM Zoning District (Exhibit C).
- The approval included four two-story office buildings.
- Condition of Approval 3 states project tenants must be limited to operating professional offices, prohibits property management office uses or real estate visitor centers, and required a deed restriction limiting the tenants to be recorded with Summit County prior to issuance of a Certificate of Occupancy.
- On October 27, 1995, the Declaration of Covenants, Conditions and Restrictions of Saddleview Office Park was recorded with Summit County (Entry No. 441151). Section 4 states "[t]he condominium units are intended for, and shall be utilized as, office space and facilities for the providing of professional services by medical doctors, dentists, dental labs and technicians, architects, engineers, teachers, realtors, artists, designers, lawyers, accountants and other similar uses; and for such other adjunct and related services, as determined by the Association."

1995 Plat Approval

- On February 22, 1995, the Planning Commission reviewed the proposed Saddleview Office Park Condominium Plat for the four office buildings – A, B, C, and D:
    - Buildings A and D were proposed as two two-story buildings that were each 6,000 square feet.
    - Buildings B and C were proposed as two three-story buildings, with the upper two stories having an area of 6,000 square feet, and the basement levels containing 3,700 square feet with limitations on allowed use.
- On February 22, 1995, the Planning Commission forwarded a positive recommendation to the City Council with the addition of a Condition of Approval for the basement levels:
    - *"A basement will be allowed in Building B, of which a maximum of 800 square feet will be habitable space and subject to parking requirements as outlined in the Land Management Code. The balance of the square footage in the basement level of Building B shall be utilized as uninhabitable storage space. Uninhabitable crawl space and basement space shall be allowed in Building A, C, and D for storage space use only. A note to this effect shall be added to the plat."*
- On April 20, 1995, the City Council approved Ordinance No. 1995-16 and the Saddleview Office Park Condominium Plat (Exhibit G).
- On October 27, 1995, the Plat was recorded with Summit County.

1995 Building Permit BD-95-00972

- The City issued a building permit for the construction of the shell of the buildings.
- The City issued a Certificate of Occupancy on August 6, 1997.

1998 Work Violation

- The Building Department inspected Building B in response to a call reporting a work violation.
- The inspector noted that the lower level of Building B was finished and exceeded the limitations on the approved habitable area without Building or Planning Department approval.

1998 Plat Amendment Application

- On August 14, 1998, the Planning Department received an application to amend the Saddleview Office Park Condo Plat.
- Staff located an internal document which indicates that additional information was required for the 1998 Plat Amendment application, which was never provided. Staff is unable to locate any records of further review, hearings, or submittals for the 1998 Plat Amendment Application and this application likely did not move forward due to inactivity.

2000 Plat Amendment Application

- On March 20, 2000, another Plat Amendment application was submitted to the Planning Department for the Saddleview Office Park. The Applicant proposed to amend Plat Note 6 to allow an increase of habitable space within the basement of Building B from 800 square feet to 1,200 square feet.
- The application was brought before the Planning Commission on the following dates:
    - May 10, 2000 – Requested to be continued
    - May 24, 2000 – Requested to be continued
    - June 14, 2000 – Requested to be continued
    - June 28, 2000 – Requested to be continued
    - July 26, 2000 – Part of Planning Commission communications
- There is no record of continued review beyond the July 26, 2000, Planning Commission meeting.

2000 Memorandum

- On August 2, 2000, the Planning Department issued a Memorandum for the Plat Amendment Application, which offered two potential solutions for the basement use (Exhibit H):
    - Plat Amendment
    - Modify the basement configuration.

Staff could not find additional building permits or planning applications between 2000 until 2023 when the current applications were submitted. Staff recommends the

Planning Commission review the proposal and consider approving the Applicant's request with Conditions of Approval outlined below to resolve these long-standing issues.

Analysis

(I) The proposal complies with the Residential Development - Medium Density Zoning District Requirements.

2200 Park Avenue is within the RDM Zoning District. The current use of Building B of the Saddleview Office Park Condominium Plat is Office Space. Per RDM Zoning District requirements, General Offices are only permitted within an approved MPD.[2] In 1994, the Planning Commission approved a CUP and MPD for Professional Offices (Exhibit C).

No exterior changes to the Saddleview Office Park Condominiums are proposed. The Applicant proposes construction of a basement-level patio in the front of Building B with retaining walls. The existing Buildings and proposed retaining walls comply with RDM Zoning District Setbacks outlined in Land Management Code (LMC) § 15-2.14-3:

Requirement	Existing	Proposed
Front Setback for properties in the Frontage Protection Zone – 30 feet	**Complies:** Building B is located 77.8' from the Highway 224.	**Complies:** The proposed retaining walls are set back 62' from Highway 224.
Rear Setback – ten feet	**Complies:** At the closest point, Building B is 190' from the rear property line.	**Complies:** The proposal maintains the existing Rear Setback of 190'.
Side Setback – ten feet	**Complies:** Building B is 38.8' from the nearest side property line.	**Complies:** The proposal maintains the existing Side Setback of 38.8'.

(II) The proposed Construction Activity triggers a Conditional Use Permit within the Frontage Protection Zone

The purpose of the Frontage Protection Zone (FPZ) is to:

- Preserve Park City's scenic view corridors,

[2] LMC § 15-2.14-2(C)

- Preserve and enhance the rural resort character of Park City's entry corridor,
- Provide a significant landscaped buffer between development and highway Uses,
- Minimize curb cuts, driveways, and Access points to highways,
- Allow for future pedestrian and vehicular improvements along the highway corridors[3]

Per LMC § 15-2.20-4(B):

"All Construction Activity, including permanent signs, in the Setback Area between thirty feet (30') and one hundred feet (100') from the nearest Right-of-Way line requires a Conditional Use permit and is subject to all applicable review criteria as stated in Section 15-1-10. Review of projects within the FPZ shall include design review criteria as stated in LMC Chapter 15-5."

See Analysis Section III for CUP criteria

Per the Saddleview Office Park Condominium Plat (Exhibit B), Building B is located 77.8' from the Highway 224 and is located 38.8' from the public access drive to the south. Per the proposed site plan, the new retaining walls for the basement-level patio will be roughly 62' from Highway 224 and are therefore within the 30' – 100' area requiring CUP review and approval.

(III) The proposal complies with Conditional Use Permit Requirements outlined in LMC Section 15-1-10(E).

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

The Planning Commission evaluates 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.

The City must review all proposed Conditional Uses according to the following criteria, unless a subsequent provision of this LMC specifically sets forth an administrative approval process for a specific Conditional Use, in which case that section shall control.

CUP Review Criteria	**Analysis of Proposal**
Size and Location of the Site	**No Recommended Conditions of Approval** This is a 2.63-acre site with four office buildings. No changes are proposed to the exterior of the buildings. The Applicant proposes to excavate roughly 1,738 square feet to construct a

[3] LMC § 15-2.20-1

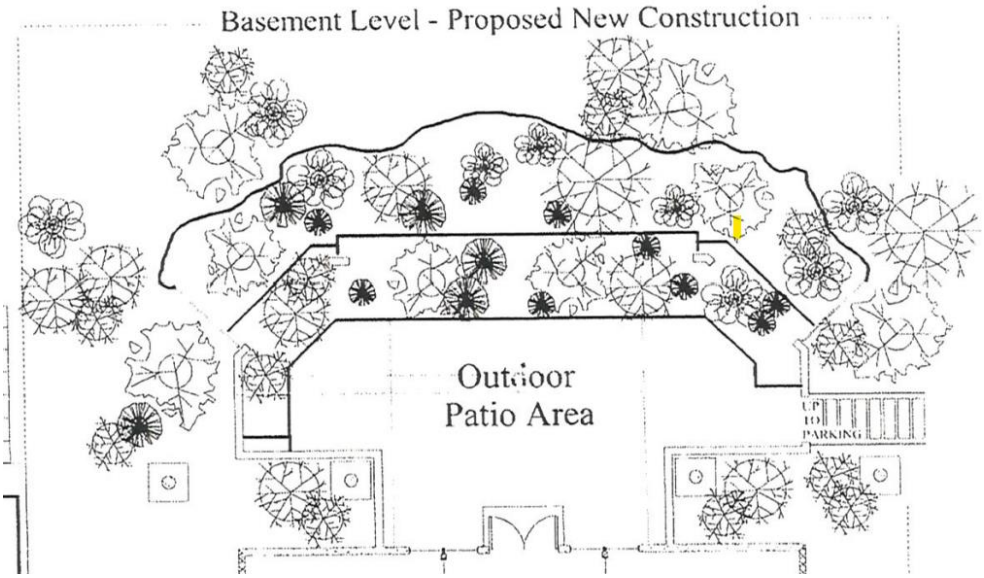
<table>
<tr><td></td><td>basement-level patio in front of Building B.</td></tr>
<tr><td>Traffic</td><td>No Recommended Conditions of Approval</td></tr>
<tr><td colspan="2">Per the Traffic Impact Study Guidelines established by the Engineering Department:

“a transportation impact study is required when a proposed development or redevelopment will generate 25 or more net new vehicle trips during the weekday AM or PM peak hour or other analysis hour at the discretion of Park City staff.

Table 1. Approximate Size of Development to Generate 25 Weekday PM Peak Hour Trips
<table><tr><th>Land Use</th><th>ITE Land Use Code</th><th>Land Use Size</th></tr><tr><td>Single Family Detached Housing</td><td>210</td><td>25 dwelling units</td></tr><tr><td>Single Family Attached Housing</td><td>215</td><td>45 dwelling units</td></tr><tr><td>Multifamily Housing (Mid-Rise)</td><td>221</td><td>60 dwelling units</td></tr><tr><td>Hotel</td><td>310</td><td>40 rooms</td></tr><tr><td>General Retail</td><td>822</td><td>3,000 sf</td></tr><tr><td>Office</td><td>710</td><td>15,000 sf</td></tr><tr><td>Sit-Down Restaurant</td><td>932</td><td>2,500 sf</td></tr><tr><td>Fast Food / Fast Casual Restaurant</td><td>934</td><td>800 sf</td></tr></table>Source: ITE Trip Generation, 11th Edition

The proposal to change the Use of the basement of Building B is limited to an increase of 819.55 square feet. As shown above, the proposal does not require a Traffic Impact Study, because the area of converted Use is well below 15,000 square feet.</td></tr>
<tr><td>Emergency Vehicle Access</td><td>Recommended Conditions of Approval
The proposed construction will not impede Emergency Vehicle Access. On August 16, 2023, the Park City Fire District reviewed the proposed plans and requires no additional Conditions of Approval.</td></tr>
<tr><td>Parking</td><td>*See Analysis Section V*</td></tr>
<tr><td>Internal Vehicular and Pedestrian
Circulation System</td><td>No Recommended Conditions of Approval

The proposed construction will not impact existing circulation. Access from the basement-level patio will be achieved by constructing a stairwell that will connect to an existing at-grade sidewalk and parking lot on the northern side of Building B.</td></tr>
</table>

	
Fencing, Screening, and Landscaping	**Recommended Conditions of Approval** Per the Applicant, the new landscaping will utilize the same plants and shrubs currently in place. <u>Staff recommends Condition of Approval 10:</u> Existing vegetation shall be preserved and protected during construction. The Applicant shall submit a vegetation protection plan for Planning approval prior to building permit issuance. The Applicant shall confirm the dimensions of the basement-level patio will not impact Significant Vegetation. <u>Staff recommends Condition of Approval 11:</u> Prior to installation and final inspection, a Landscape Plan shall be submitted to the Planning Department which demonstrates compliance with LMC Section 15-5-5(N) *Water Wise Landscaping*, and Park City Municipal Code 11-21, *Utah Wildland-Urban Interface Code*.
Building Mass, Bulk, and Orientation	**Recommended Conditions of Approval** The Applicant proposes two five-foot tall retaining walls, that will be constructed to the west of

	Building B, along the front façade facing Highway 224. The retaining walls will be required to retain the natural grade surrounding the basement level patio. <u>Staff recommends Condition of Approval 12</u>: The retaining walls are limited to two, shall be terraced with three-feet of landscaping in-between, and shall not exceed five-feet in height from Final Grade. The basement-level patio and retaining walls as conditioned will not be visible from Highway 224.
Aerial View of Building B taken from Google Earth 	
Useable Open Space	**No Recommended Conditions of Approval** MPDs are required to provide 60% Open Space. The 1994 CUP/MPD approval notes the project

	provides 61% Open Space. LMC § 15-15-1 defines Landscaped Open Space to include landscaped and hard-scaped plazas and public pedestrian amenities, but excluding Buildings or Structures. No changes are proposed to the Buildings or Structures and the hard-scaped plaza and proposed pedestrian amenities will not reduce Open Space.
Signs and Lighting	**Recommended Conditions of Approval** Staff recommends Condition of Approval 5: No exterior lighting is proposed or approved as part of this Conditional Use Permit. Any new exterior lighting shall comply with LMC Section 15-5-5(J) and shall be fully shielded and down directed with light bulbs that are 3,000 degrees Kelvin or less. New lighting details shall be reviewed by Planning Staff prior to installation.
Physical Design and Compatibility with Surrounding Structures	**Recommended Conditions of Approval** No changes to the exterior of Building B are proposed and Building B will maintain the same exterior design as the neighboring structures. Staff recommends Condition of Approval 13: Retaining wall materials shall comply with LMC Section 15-5-5, and synthetic stone products such as simulated stone, cultured stone, or pre-cast stone is prohibited.
Noise, Vibration, Odors, Stream, or Other Mechanical Factors	**No Recommended Conditions of Approval**
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	**No Recommended Conditions of Approval** No changes are proposed.

Expected Ownership and Management	**No Recommended Conditions of Approval** On April 27, 2023, the Applicant acquired a license agreement between the Saddleview Office Park Owners' Association Inc. and Saddleview Utah Investors, LLC, which allows *"the Building B Owner to develop and expand a Building B outdoor patio area and to use and enjoy that area as Limited Common Area appurtenant to Building B"* (Exhibit E). The license agreement was recorded with Summit County on May 5, 2023, (Entry No. 01203926).
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	***See Analysis Section IV**** The site is not within or adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waster, the Park City Soils Ordinance, and no construction is proposed on Steep Slopes. The Applicant proposes two retaining walls, each five-feet in height from Final Grade that will be terraced with three-feet of landscaping in-between to minimize disturbance to the site and to replace landscaping that will be removed during the construction process. The retaining walls are not proposed or approved to extend above Existing Grade and will not be visible from Highway 224.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	**No Recommended Conditions of Approval** The proposed Use of the Site is consistent with the Small-Town and Natural Setting objectives as the proposed development will be buffered from existing entry corridors and will maintain the minimum Setback Area of the FPZ[4]

(IV) The proposal complies with the Sensitive Land Overlay Requirements outlined in LMC Section 15-2.21.

[4] LMC § 15-2.20-4(B)

2200 Park Avenue, Building B is located within the Sensitive Land Overlay (SLO). LMC § 15-2.21-2(A) states:

Applicants for Development within the SLO must identify the Property's sensitive environmental and aesthetic Areas such as Steep Slopes, Ridge Line Areas, wetlands, Stream Corridors, Wildland interface, and Wildlife Habitat Areas and provide a time at time of Application, a Sensitive Lands Analysis.

The purpose of the Sensitive Land Overlay is to:
A. Require dedicated Open Space in aesthetically and environmentally sensitive Areas;
B. Encourage preservation of large expanses of Open Space and wildlife habitat;
C. Cluster Development on Ridge Line Areas, Steep Slopes, and wetlands; and
D. Protect and preserve environmentally sensitive land[5]

Requirement	Analysis of Proposal
Slope/Topographic Map	**Complies:** There are no Steep Slopes within the property of the Saddleview Office Park Condo Plat.
Ridge Line Areas	**Complies:** The proposed construction will not impact a ridge line area.
Vegetative Cover	**Recommended Conditions of Approval** Per the Applicant, the new landscaping will utilize the same plants and shrubs currently in place. *See Condition of Approval 10 and 11*
Designated Entry Corridors and Vantage Points **Complies:** The property known recorded as the Saddleview Office Park Condominium Plat borders Highway 224 and is located within the FPZ.[6] Building B is not visible from the Intersection of Thaynes Canyon Drive and S.R. 224/Park Avenue or the intersection of S.R. 224 and Holiday Ranch Loop Road.	

[5] LMC § 15-2.21-1
[6] LMC § 15-2.20-4

Google Street View of the intersection of Thaynes Canyon Drive and S.R. 224/Park Avenue.

Google Street of the intersection of S.R. 224 and Holiday Ranch Loop Road

Wetlands	**Complies:** There are no Wetlands located on or near the Saddleview Office Park Condo Plat.
Stream Corridors, Canals, and Irrigation Ditches	**Complies:** There are no stream corridors, canals, or irrigation ditches near or within the Saddleview Office Park Condo Plat.
Wildlife Habitat Areas	**Complies:** No expansion of the Building Footprint is proposed.

(V) The proposed amended Use for the basement of Building B complies with the LMC Chapter 15-3 *Off-Street Parking Requirements*.

Plat Note #6 States:

"*A basement will be allowed in Building B, of which a maximum of 800 square feet will be habitable space and subject to parking requirements as outlined in the Land Management Code. The balance of square footage in the basement level of Building B shall be utilized as uninhabitable storage space. Uninhabitable crawl space and basement space shall be allowed in Buildings A, C, And D for storage space use only."*

The parking for the Saddle View Office Park totals 100 parking spaces, allocated to each building as indicated in the plat and the table below:

Building	Parking Spaces
Building A	27
Building B	29
Building C	24
Building D	20
TOTAL	100

The parking requirements for office uses have changed since the Saddleview Office Park CUP/MPD was approved in the 1990s. In the 1990s, the LMC required five parking spaces per 1,000 square feet of Net Leasable Area (Exhibit I). 100 parking spaces were constructed.

Since the 1990s approval, the LMC has been amended and requires less parking. Today's LMC § 15-3-6(B) requires three spaces per 1,000 square feet of leasable floor area for General Office uses. LMC § 15-15-1 defines General Office as "[a] Business offering executive, administrative, professional, or clerical services performed with limited client visits and limited traffic generation; that generally employs fewer than three persons per one thousand square feet of Net Leasable Floor Area."

Building B, as well as Building A and a portion of Building C, are real estate offices,

requiring the following parking under today's LMC:

Leasable Square Footage		Parking Spaces
Building A	4,333 SF	13
Building B	6,700 SF (excluding proposed expansion of 819.55 SF)	20
Building C	4,689 SF	14
Building D	4,672 SF	14
	TOTAL	**61**

The Applicant proposes increasing the habitable basement area of Building B by 819.55 square feet. The addition of habitable basement space increases the parking requirement for Building B by 2.45 spaces. However, when the required parking calculation results in a fractional number, the number of spaces required must be rounded up to the next whole number.[7] As a result, the required parking for the basement of Building B is rounded to 3 parking spaces, bringing the total required parking for Building B to 23 spaces.

Staff finds under the current conditions and LMC requirements, the Saddleview Office Park sufficiently satisfies the parking demand for the site. However, to ensure that future changes of use do not increase the parking demand, staff recommends the following Conditions of Approval:

- Condition of Approval 14: The amended Building B parking requirement is 23 spaces based upon three spaces per one thousand square feet of Net Leasable Floor Area. If a use with a higher parking generation per one thousand square feet of Net Leasable Floor Area is proposed, or if the currently open, shared parking spaces are assigned or restricted to owners, tenants or buildings, the Applicant shall submit an updated parking calculation for each building/use and a parking management plan for Planning Commission approval.

(VI) On August 15, 2023, the Development Review Committee reviewed the application and requires Conditions of Approval.

The Engineering Department requested additional information as to the design of the proposed retaining walls. The retaining walls will be tiered with the basement floor level wall to be constructed five feet (5') above finished floor, with a Setback to the next tier at roughly five horizontal feet (5'), followed by an additional wall that will be five feet (5') above the height of the previous wall. The Engineering Department also requested plans

[7] LMC § 15-3-6(C)

for drainage for the new basement-level heated patio. Staff recommends a Condition of Approval:

- Condition of Approval 8: A drainage plan shall be included as part of the application for a Building Permit and shall be approved by the Engineering Department prior to Building Permit issuance.

The Park City Fire District (PCFD) provided feedback regarding fire egress and the proposed basement-level patio and exterior staircase. The exterior staircase will become the fire egress for the basement level. Items located on the patio will need to be arranged so that the staircase is available for egress. Staff recommends a Condition of Approval:

- Condition of Approval 9: Items located on the basement-level patio must be arranged so that they do not obstruct the exterior staircase. The exterior staircase shall remain free and available for fire egress.

Department Review

The Planning, Building, and Engineering Departments reviewed this application.

Notice

Staff published notice on the City's website and posted notice to the property on September 13, 2023, The Park Record published notice on September 13, 2023. Staff mailed courtesy notices to property owners within 300 feet on September 13, 2023.[8]

Public Input

Staff did not receive any public input prior to the publication of this staff report.

Exhibits

Exhibit A: Draft Final Action Letter
Exhibit B: Saddleview Office Park Condominium Plat
Exhibit C: 1994 CUP/MPD
Exhibit D: Proposed Plans
Exhibit E: License Agreement
Exhibit F: February 22, 1995, Meeting Minutes.
Exhibit G: Ordinance No. 1995-16
Exhibit H: August 2, 2000, Memorandum
Exhibit I: 1995 LMC – Parking Requirements

[8] LMC § 15-1-21

Planning Department

Septemeber 27, 2023

Dutson Builders – Brandon Wangsgaard
801-978-9300

NOTICE OF PLANNING COMMISION ACTION

Description

Address:	2200 Park Avenue, Building B
Zoning District:	Historic Residential - Medium Density (HRM) and Frontage Protection Zone (FPZ)
Application:	Conditional Use Permit
Project Number:	PL-23-05776
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	Septemeber 27, 2023
Project Summary:	The Applicant Proposes to construct a basement-level patio in the Frontage Protection Zone (FPZ), a conversion of basement-level storage use to habitable use, and a parking modification at 2200 Park Avenue, Building B.

Action Taken

On Septemeber 27, 2023, the Planning Commission conducted a public hearing and approved the Conditional Use Permit (CUP) for the construction of a basement-level patio in the Frontage Protection Zone (FPZ), a conversion of basement-level storage use to habitable use, and a parking modification at 2200 Park Avenue, Building B, according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Site is located at 2200 Park Avenue, Building B.
2. The Site is recorded as Building B of the Saddleview Office Park Condominium Plat.

3. The Site is located within the Historic Residential – Medium Density (HRM) and Frontage Protection Zone (FPZ) Zoning Districts.
4. The Applicant proposes the excavation of the current landscaping to the basement level of Building B.
5. The Applicant proposes the construction of two, five-foot-tall concrete retaining walls, constructed in tiers to create a heated basement patio area.
6. The Applicant proposes the installation of stairs leading from the heated basement patio area to the existing at-grade sidewalk and parking area.
7. The Applicant proposes the modification of basement use to increase habitable space and reduce storage space with a determination regarding parking.
8. This Site is not listed on the Historic Sites Inventory, nor has it been included in previous historic resource surveys.
9. On August 1, 2023 the Applicant submitted an Administrative Conditional Use Permit for 2200 Park Avenue, Building B.
10. On August 15, 2023 the Application for an Administrative Conditional Use Permit was reviewed by the Development Review Committee.
11. The Application was scheduled for the August 31, 2023 Administrative Public Hearing.
12. On August 28, 2023 the Application was considered complete.
13. Staff published notice on the City's website and posted notice to the property on August 16, 2023.
14. Staff mailed courtesy to property owners within 300 feet on August 16, 2023.
15. On August 31, 2023, the application was requested to be continued to September 7, 2023, to allow for Planning Staff to gather additional information.
16. Upon further review of previous Land Use Applications, it was determined that the proposals would be required to be reviewed as a Conditional Use Permit rather than an Administrative Conditional Use Permit, which requires review by the Planning Commission.
17. On Septemeber 7, 2023, Planning Staff requested that the item be continued and rescheduled for Planning Commission review on Septemeber 27, 2023. Planning
18. Commission.
19. On Septemeber 19, 2023 the Application was considered complete.
20. Staff published notice on the City's website and posted notice to the property on August Septemeber 12, 2023
21. Staff mailed courtesy to property owners within 300 feet on September 12, 2023.
22. The analysis section of the staff report is incorporated herein.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.14 *Residential Development – Medium Density* Zoning District.
2. The proposal complies with the Land Management Code requirements pursuant to Chapter 15-2.20 *Frontage Protection Zone* Zoning District.
3. The proposal complies with the Land Management Code Requirements pursuant to Section 15-1-10, *Conditional Use Review Process.*
4. The proposal complies with the Land Management Code Requirements pursuant to 15-2.21 *Sensitive Land Overlay Zone*

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans dated July 27, 2023 and approved by the Planning Department on August 31, 2023. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building
2. The applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. Any areas disturbed during construction surrounding the proposed work shall be brought back to its original state.
5. No exterior lighting is proposed or approved as part of this Conditional Use Permit. Any new exterior lighting shall comply with LMC Section 15-5-5(J) and shall be fully shielded and down directed with light bulbs that are 3,000 degrees Kelvin or less. New lighting details shall be reviewed by Planning Staff prior to installation.
6. Final construction plans shall demonstrate compliance with the 1994 CUP/MPD for office space within the Frontage Protection Zone.
7. Final construction plans shall demonstrate compliance with the Saddleview Office Park Condominium Plat.
8. A drainage plan shall be included as part of the application for a Building Permit.
9. Items located on the basement-level patio will need to be arranged so that the exterior staircase is available for egress.
10. Existing vegetation shall be preserved and protected during construction. The Applicant shall submit a vegetation protection plan for Planning approval prior to

building permit issuance. The Applicant shall confirm the dimensions of the basement-level patio will not impact Significant Vegetation.

11. Prior to installation and final inspection, a Landscape Plan shall be submitted to the Planning Department which demonstrates compliance with LMC Section 15-5-5(N) *Water Wise Landscaping*, and Park City Municipal Code 11-21, *Utah Wildland-Urban Interface Code*.
12. The retaining walls are limited to two, shall be terraced with three-feet of landscaping in-between, and shall not exceed five-feet in height from Final Grade.
13. Retaining wall materials shall comply with LMC Section 15-5-5, and synthetic stone products such as simulated stone, cultured stone, or pre-cast stone is prohibited**.**
14. The amended Building B parking requirement is 23 spaces based upon three spaces per one thousand square feet of Net Leasable Floor Area. If a use with a higher parking generation per one thousand square feet of Net Leasable Floor Area is proposed, or if the currently open, shared parking spaces are assigned or restricted to owners, tenants or buildings, the Applicant shall submit an updated parking calculation for each building/use and a parking management plan for Planning Commission approval.

If you have questions or concerns regarding this Final Action Letter, please contact planning@parkcity.org

Sincerely,

Sarah Hall, Planning Commission Chair

CC: Jack Niedermeyer

NOTE:

Note: This property is subject to the following unplottable easements:
1) Easement to B & G Co. recorded as Entry No. 135269 in Book 88, Page 95.
2) Right-of way and easement to Mountain Fuel Supply Co. recorded as Entry No. 160512 in Book 144, Page 151.
3) Right-of-way and easement to Mountain States Telephone and Telegraph Company recorded as Entry No. 162585 in Book 148, Page 712.
4) Conditions and restrictions stated in Special Warranty Deeds from Royal Street Land Co. recorded as Entries No. 158626 in Book 134, Page 832, No. 158727 in Book 139, Page 635, No. 168937 in Book 163, Page 428, No. 170970 in Book 167, Page 692 and No. 201220 in Book 248, Page 21.

5) Project tennants of the buildings shown on this plat area are restricted to those 'professional office' uses identified on the Conditions of Approval by the Park City Planning Commission dated September 14, 1994. Changes to the use shall be subject to approval by the Park City Planning Commission.

6) A basement will be allowed in Building B, of which a maximum of 800 square feet will be habitable space and subject to parking requirements as outlined in the Land Management Code. The balance of the square footage in the basement level of Building B shall be utilized as uninhabitable storage space. Uninhabitable crawl space and basement space shall be allowed in Buildings A, C, and D for storage space use only.

NOTE CONTINUED:

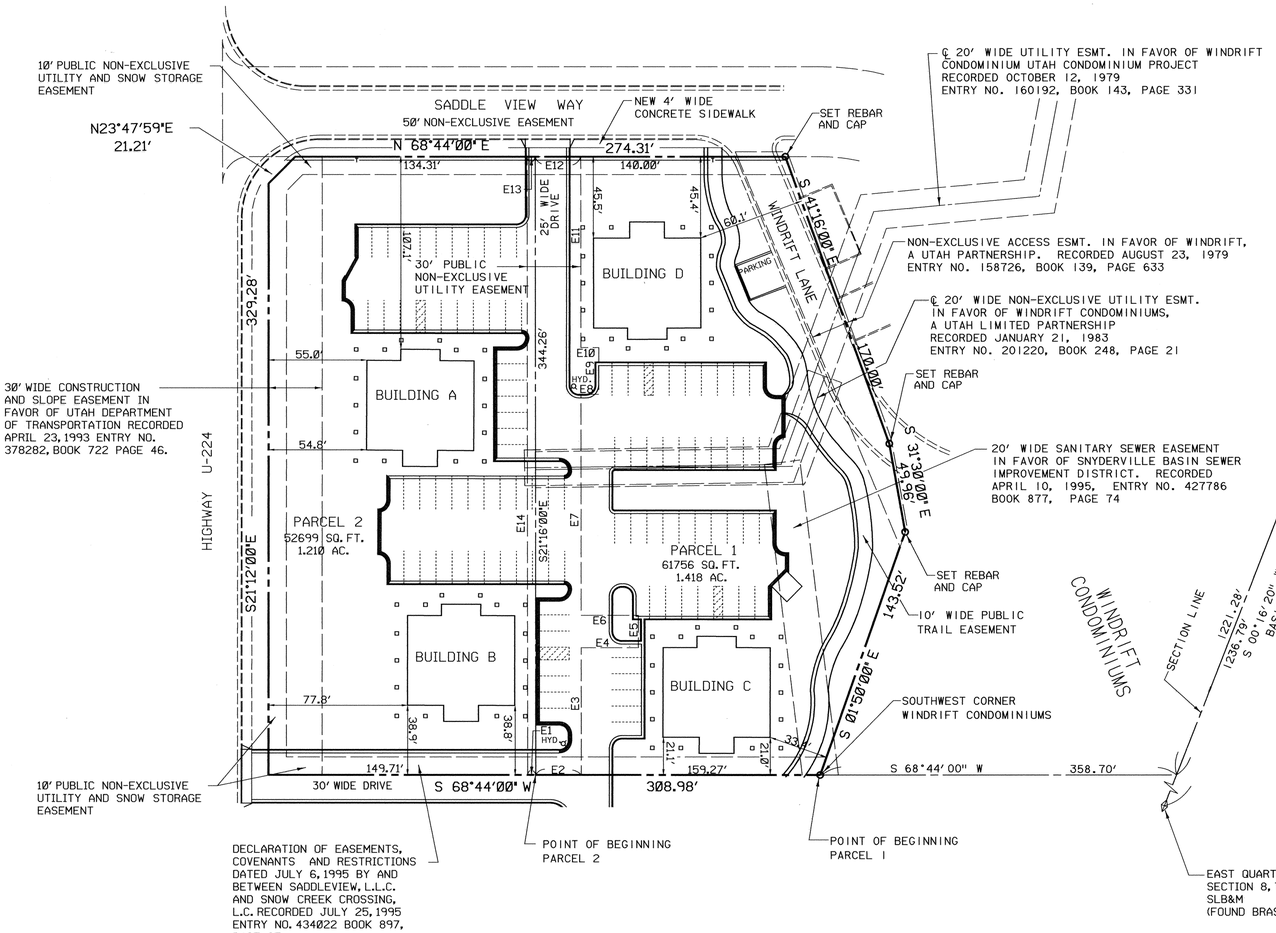
7) Maintenance of sewer laterals is the reponsibility of building owners.

8) The Snyderville Basin Sewer Improvement District will have the right to use driveways and parking lots for ingress, egress, maintenance, and repair of sewer main and manholes.

REFERENCES

1) An abstract of title by Coalition Title Agency, having order no. 00004975, dated Dec. 28, 1994.
2) A topographic map by Alliance Engineering, Inc., having Job no. 28-3-94.
3) A map entitled" Record of Survey Map, Windrift Condominiums" by J.J. Johnson & Associates.

☐ STREET ADDRESS IS 2200 PARK AVENUE, BUILDING .



SCALE: 1" = 40'
0 20 40 80

BENCHMARK

WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
ELEVATION = 6793.00

LINE DATA FOR 30' PUBLIC NON-EXCLUSIVE UTILITY EASEMENT

E1	N68°44'00"E	4.50'
E2	N68°44'00"E	25.50'
E3	N21°16'00"W	71.00'
E4	N68°44'00"E	32.00'
E5	N21°16'00"W	18.00'
E6	S68°44'00"W	32.00'
E7	N21°16'00"W	123.00'
E8	N68°44'00"E	10.00'
E9	N21°16'00"W	26.00'
E10	S68°44'00"W	10.00'
E11	N21°16'00"W	106.26'
E12	S68°44'00"W	25.50'
E13	S68°44'00"W	4.50'
E14	S21°16'00"E	344.26'

A RECORD OF SURVEY MAP OF

SADDLEVIEW OFFICE PARK

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

SURVEYORS CERTIFICATE

I, JEFFERY S. KEARL, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HOLDING CERTIFICATE (LICENSE) NUMBER 176631, DO HEREBY CERTIFY THAT, BY THE AUTHORITY OF THE OWNERS, I HAVE SURVEYED THE FOLLOWING TRACT OF LAND:

ALL THAT PIECE OR PARCEL OF PROPERTY LOCATED WITHIN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1
BEGINNING AT THE SOUTHWEST CORNER OF THE WINDRIFT CONDOMINIUM PLAT, SAID POINT BEING S0°16'20"W, 1221.28 FEET AND S68°44'00"W, 358.70 FEET FROM A MONUMENT USED AS THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, MONUMENT MARKED WITNESS CORNER 15.51 FEET NORTH, RUNNING THENCE S68°44'00"W, 159.27 FEET; THENCE N21°16'00"W, 344.26 FEET TO THE SOUTH LINE OF A 50-FOOT WIDE NON-EXCLUSIVE EASEMENT; THENCE ALONG SAID SOUTH LINE N68°44'00"E, 140.00 FEET TO THE WEST LINE OF SAID WINDRIFT CONDOMINIUM PLAT; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE COURSES: (1) S41°16'00"E, 170.00 FEET, (2) S31°30'00"E, 49.96 FEET AND (3) S1°50'00"E, 143.52 FEET TO THE POINT OF BEGINNING, CONTAINING 61756 SQ. FT. (1.418 ACRES.)

PARCEL 2
BEGINNING AT A POINT S68°44'00"W, 159.27 FEET FROM THE SOUTHWEST CORNER OF THE WINDRIFT CONDOMINIUM PLAT, SAID POINT BEING S0°16'20"W, 1221.28 FEET AND S68°44'00"W, 358.70 FEET FROM A MONUMENT USED AS THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, MONUMENT MARKED WITNESS CORNER 15.51 FEET NORTH, RUNNING THENCE S68°44'00"W, 149.71 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHWAY U-224; THENCE ALONG SAID EAST LINE N21°12'00"W, 329.28 FEET TO AN ANGLE POINT ON SAID EAST LINE; THENCE N23°47'59"E, 21.21 FEET TO THE SOUTH LINE OF A 50-FOOT WIDE NON-EXCLUSIVE EASEMENT; THENCE ALONG SAID SOUTH LINE N68°44'00"E, 134.31 FEET; THENCE S21°16'00"E, 344.26 FEET TO THE POINT OF BEGINNING, CONTAINING 51358 SQ. FT. (1.179 ACRES.)

I FURTHER CERTIFY THAT THE ABOVE DESCRIPTION DESCRIBES THE LAND SURFACE UPON WHICH SADDLEVIEW OFFICE PARK IS TO BE BUILT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

9-28-1995
DATE

Jeffery S. Kearl
JEFFERY S. KEARL
UTAH REGISTERED LAND SURVEYOR
CERTIFICATE (LICENSE) NO. 176631

LICENSED LAND SURVEYOR — JEFFERY S. KEARL — No. 176631 — STATE OF UTAH

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, SADDLEVIEW, L.L.C., A UTAH LIMITED LIABILITY COMPANY, WHO IS THE FEE OWNER, AND FIRST SECURITY BANK OF UTAH, N.A. WHO IS THE MORTGAGE HOLDER, OF THE TRACT OF LAND DESCRIBED HEREON AND THE SADDLEVIEW OFFICE PARK, A UTAH CONDOMINIUM PROJECT LOCATED ON SAID LAND, DO HEREBY MAKE THIS CERTIFICATE THAT THEY HAVE CAUSED A SURVEY TO BE MADE, AND THIS RECORD OF SURVEY MAP, WHICH CONSISTS OF TWO (2) SHEETS, TO BE PREPARED, AND SAID COMPANY AND MORTGAGE HOLDER HAVE CONSENTED AND DO HEREBY CONSENT TO RECORDATION OF THIS RECORD OF SURVEY MAP IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. THE OWNER AND MORTGAGE HOLDER HEREBY IRREVOCABLY OFFER FOR DEDICATION: 1) THE PUBLIC TRAIL EASEMENTS SHOWN ON THIS PLAT, TO THE CITY OF PARK CITY, AND 2) THE EASEMENTS SHOWN ON THIS PLAT, FOR THE USE BY ALL SUPPLIERS OF UTILITIES (INCLUDING PARK CITY) AND THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT. WE ALSO CERTIFY THAT BUILDINGS SHOWN ON THIS PLAT WILL, WHEN COMPLETED, BE SUBSTANTIALLY AS SHOWN ON THIS PLAT. IN WITNESS THEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF OCTOBER, 1995.

SADDLEVIEW, L.L.C. — FIRST SECURITY BANK OF UTAH, N.A.

ACKNOWLEDGEMENT

State of Utah)
County of Summit)
On the 16th day of October, 1995 personally appeared
before me Richard W. Dudley
who, being by me duly sworn, did say that he (is/are) the Manager
of Saddleview L.L.C., A Utah Limited Liability Company
and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said Saddleview LLC by authority of Saddleview LLC and the said. Richard W. Dudley duly acknowledged to me that said Richard W. Dudley executed the same.

Patricia L. Showalter — 4/1/97 — Park City, UT
Notary Public — My commission expires — Residing in

PATRICIA L. SHOWALTER NOTARY PUBLIC • STATE of UTAH 2227 MONARCH DRIVE PARK CITY, UT 84060 COMM. EXP. 4-1-97

ACKNOWLEDGEMENT

State of Utah)
County of Summit)
On the 16TH day of October, 1995 personally appeared
before me Bonnie Curtis
who, being by me duly sworn, did say that he (is/are) the Vice President
of First Security Bank of Utah, N.A.
and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said R. Paul Teller by authority of First Security Bank of Utah, N.A. and the said. R. Paul Teller duly acknowledged to me that said First Security Bank of Utah, N.A. executed the same.

Bonnie Curtis — 2-19-99 — S.L.C., Utah
Notary Public — My commission expires — Residing in

NOTARY PUBLIC BONNIE CURTIS 1441 Fernwood Dr. S.L.C. UT 84123 COMMISSION EXPIRES FEB. 19, 1999 STATE OF UTAH

SHEET 1 OF 2
F: 12302\SURVEY\SUI 2.DGN

THE SEAR-BROWN GROUP
FULL SERVICE DESIGN PROFESSIONALS
2749 E. PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UT. 84109-1619
(801)486-8787 FAX (801)486-8870

SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS 17th DAY OF October 1995.
S.B.S.I.D. James R Bair

CITY COUNCIL APPROVAL
PRESENTED TO THE PARK CITY COUNCIL ON THIS 20TH DAY OF APRIL A.D. 19 95 AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED
MAYOR: Bradley A. Olch
ATTEST CITY RECORDER: Linda A. Sheldon

PARK CITY COMMUNITY DEVELOPMENT CORPORATE SEAL MARCH 1, 1984

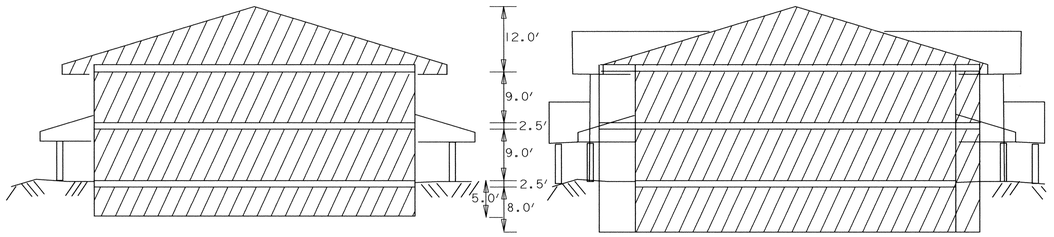
CITY ENGINEER
APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 19th DAY OF OCTOBER A.D. 1995
Gno W. Ostoan PE
CITY ENGINEER

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 19th DAY OF OCTOBER A.D. 1995
CHAIRMAN

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 25TH DAY OF OCTOBER A.D. 1995
Mark D. Harrington
CITY ATTORNEY

RECORDED # 441150
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Coalition Title Co.
DATE 10-27-95 TIME 9:37 AM BOOK PAGE
64.00
FEE $
Alan Spriggs
SUMMIT COUNTY RECORDER

BUILDING "A" & "B"



X-SECTION "A"

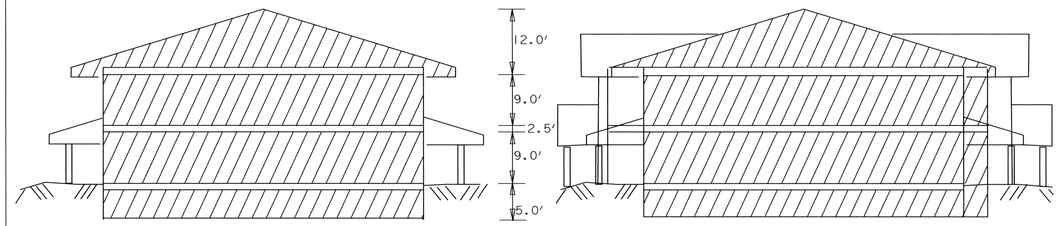
BUILDING ELEVATIONS "A"		
FLOOR NO.	FLOOR	CEILING
CRAWL	6775.5'	6778.0'
1	6780.5'	6789.5'
2	6792.0'	6801.0'
ATTIC	6803.5'	6813.0'

INSERT
NOT TO SCALE

X-SECTION "B"

BUILDING ELEVATIONS "B"		
FLOOR NO.	FLOOR	CEILING
BSMT.	6770.5'	6778.5'
1	6781.0'	6790.0'
2	6792.5'	6801.5'
ATTIC	6804.0'	6813.5'

BUILDING "C" & "D"



X-SECTION "C"

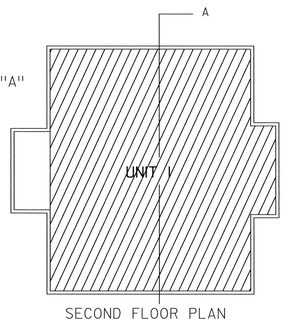
BUILDING ELEVATIONS "C"		
FLOOR NO.	FLOOR	CEILING
CRAWL	6772.0'	6774.5'
1	6777.0'	6786.0'
2	6788.5'	6797.5'
ATTIC	6800.0'	6809.5'

INSERT
NOT TO SCALE

X-SECTION "D"

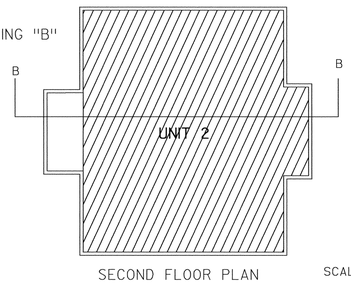
BUILDING ELEVATIONS "D"		
FLOOR NO.	FLOOR	CEILING
CRAWL	6771.5'	6774.0'
1	6776.5'	6785.5'
2	6788.0'	6797.0'
ATTIC	6799.5'	6809.0'

BUILDING "A"



SECOND FLOOR PLAN

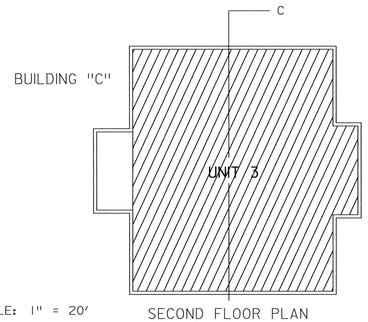
BUILDING "B"



SECOND FLOOR PLAN

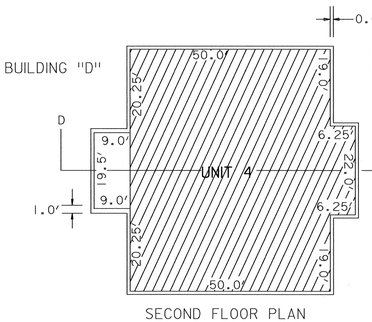
SCALE: 1" = 20'

BUILDING "C"



SECOND FLOOR PLAN

BUILDING "D"

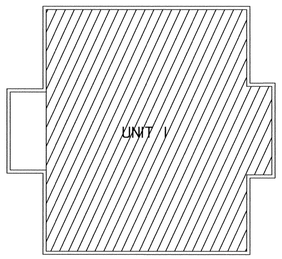


SECOND FLOOR PLAN

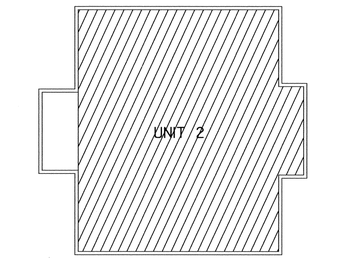
DIMENTIONS SHOWN HERE ARE TYPICAL FOR ALL FLOORS OF ALL BUILDINGS.

NOTES:

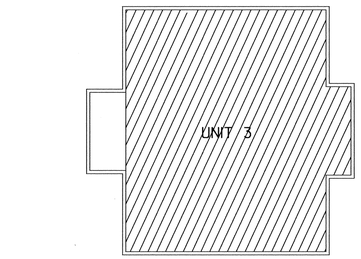
1. ALL INTERIOR DIMENSIONS ARE TO FINISHED SURFACES.
2. ALL AREAS NOT HATCHED ON THIS SHEET ARE TO BE COMMON OWNERSHIP.
3. ALL AREAS HATCHED ON THIS SHEET ARE TO BE PRIVATE OWNERSHIP.
4. ALL BUILDING CORNERS ARE 90 DEGREES.
5. UNIT 2 IS 9,412.50 SQUARE FEET.
6. UNITS 1, 3 AND 4 ARE 6,275.00 SQUARE FEET.



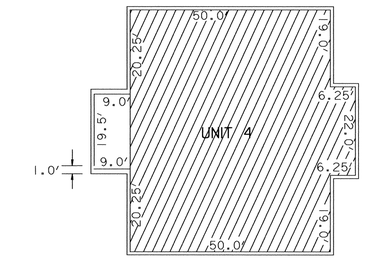
FIRST FLOOR PLAN



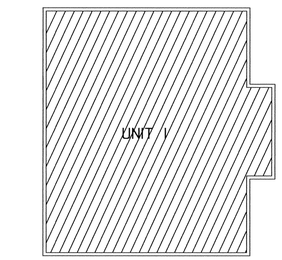
FIRST FLOOR PLAN



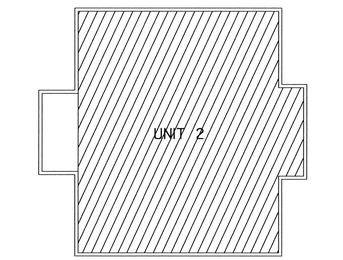
FIRST FLOOR PLAN



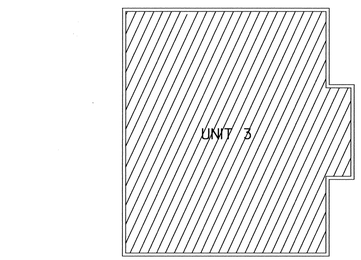
FIRST FLOOR PLAN



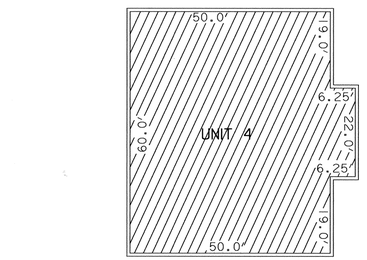
CRAWLSPACE PLAN



BASEMENT PLAN



CRAWLSPACE PLAN



CRAWLSPACE PLAN

BENCHMARK: WEST QUARTER CORNER OF
SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN. ELEV. = 6793.00'

THE SEAR-BROWN GROUP
FULL SERVICE DESIGN PROFESSIONALS
2749 E. PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UT. 84109-1619
(800)486-8787 FAX (800)486-8870

SADDLEVIEW OFFICE PARK

12302 SU - 2 SHEET 2 OF 2

RECORDED # 441150
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF COALITION TITLE CO
DATE 10-27-95 TIME 9:57 AM BOOK PAGE
64.00 FEE $
Alan Spriggs SUMMIT COUNTY RECORDER

PARK CITY
1884

October 3, 1994

Willow Ranch Development Company
% Resort Realty Group, Inc.
P O Box 2190
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name: Saddleview Office Park

Project Description: CUP/MPD for Professional Offices and construction in the Frontage Protection Zone

Date of Meeting: September 14, 1994

Action Taken By Planning Commission: Approved, subject to findings, conclusions and conditions

*Findings, Conclusions and Conditions of Approval:

Findings

1. Description of Project. The proposed Conditional Use Permit/Master Planned Development is located at the south east corner of Highway 224 and Saddle View Drive and consists of four, two-story, 6,000 square-foot professional office buildings which have a total gross floor area of 24,000 square feet. Building "A" encroaches thirty-feet and Building "B" encroaches twenty-feet into the 100-foot setback area of the Frontage Protection Zone. A total of 90 parking spaces are proposed on-site and the project provides 61 percent open space. The proposed project includes the dedication, construction and maintenance of a four-foot sidewalk along Saddle View Drive and a ten-foot trail along the east property boundary. The proposed project also includes the installation of landscaping and berming and accessways as set forth on the plan.

As per the proposed plan, there are no structures located within the thirty-foot setback of the Frontage Protection Zone and no structures other than those described above, within the one hundred-foot setback area. It should be noted that there are no utility and/or transmission boxes within this setback area.

2. Standard Conditions. All projects have the potential to create significant environmental and

neighborhood impacts such as aesthetic degradation, traffic impacts, soil impacts, drainage, and utility impacts. The City's Standard Project Review Requirements were developed in an effort to mitigate these potential impacts and therefore must be applied to all projects.

3. Signage. The project is located in the Frontage Protection Zone which prohibits any structures within thirty-feet of the Highway 224 right-of-way and any signage that will have a visual impact on the entry corridor. A condition requiring final discretionary review of a Master Sign Plan by the Community Development Department mitigates potential visual impacts. No sign shall be erected that fails to conform with an approved Master Sign Plan.

4. Occupancy. Commercial office uses have the potential to result in land use conflicts with adjoining residential uses. Impacts such as excessive traffic generation, noise, odors and glare will be mitigated through restrictions on occupancy to professional office uses and limiting hours of operation. Real estate visitor centers and property management companies also generate excessive traffic and activity and are therefore considered inappropriate. Conditions limiting occupancy and restricting hours of operation reduce the potential for negative impacts. A deed restriction limiting the building and tenants to regulated hours of operation and type of occupancy provides notice to future tenants and purchasers.

5. Lighting. The project has the potential to result in significant off-site visual impacts to adjoining residential uses and motorists on Highway 224 especially if the project were allowed to use high intensity lighting for signage and for parking areas. Limiting the type and intensity of light fixtures and regulating the location of proposed lighting will ensure neighborhood compatibility and protect the visual amenities of the entry corridor. Lighting fixtures with exposed bulbs result in direct off-site impacts and should be prohibited.

6. Access. The project has the potential to result in a significant disturbance to existing circulation patterns on Highway 224. Requiring shared access between this project and the adjoining property will limit curb cuts to Highway 224 and therefore will reduce impediments to traffic flow. The shared accessway must be made available for the continual legal use by the public to ensure adequate access for emergency vehicles.

7. Drainage. The project will increase the impervious surface of the earth and result in off-site drainage impacts from storm water run-off. Requiring on-site detention devices will reduce the impacts to the surrounding land uses.

8. Final Landscaping and Building Design. The project has the potential to negatively impact the visual qualities of the entry corridor and the Frontage Protection Zone by proposing new construction in a highly visible open space area. Requiring adequate landscaping and staff level discretionary review by the Community Development Department of the final building design and materials will ensure that aesthetic impacts are minimized.

9. Screening of Trash Enclosures and Mechanical Equipment. The proposed project has the potential to result in significant aesthetic degradation due to odors emanating from the dumpsters on-site to adjacent residential uses and visual impacts from the storage of trash. The appearance

of mechanical equipment could further degrade the existing visual qualities of the entry corridor. Requiring a plan that is subject to discretionary review by the Community Development Department that illustrates adequate screening of all mechanical equipment and trash enclosures will mitigate these potential impacts.

CONCLUSIONS OF LAW

1. The limitations placed on the conditional use permit satisfactorily mitigate the effect on the zone.

CONDITIONS OF APPROVAL

1. All Standard Project Review Requirements shall apply. (See attached).

2. An approved Master Sign Plan is a condition precedent to the installation of any signage. The applicant shall submit to the Community Development Department an appropriate Master Sign Plan which shall be subject to discretionary approval by the Community Development Department and which shall include no more signage than the following: one monument sign and four multi-tenant directory signs affixed to buildings. Two maps (one discreetly positioned at each parking lot entrance) to show location of the individual buildings shall be permitted as well.

3. Project Tenants shall be limited to operating professional offices which the Land Management Code defines as a building or space used by persons such as accountants, architects, artists, dentists, designers, engineers, lawyers, physicians, realtors, teachers and others who, by virtue of training and/or license are qualified to perform services of a professional nature, and/or where no goods or merchandise are sold or stored. Although the following is neither exhaustive nor illustrative, there shall be no property management office uses allowed or real estate visitor centers within the project. A deed restriction, limiting the buildings and tenants to these regulations shall be recorded with the County Recorder and proof of said recordation shall be furnished to the Community Development Department prior to the issuance of any certificate of occupancy for buildings on the site.

4. Parking area lighting shall be subject to the following requirements:

   a) Light intensity shall be limited to a maximum foot-candle of 1.0 at the perimeter of and between light sources and a maximum of 5.0 foot candles under light fixtures. The height of light fixtures shall be no more than fourteen-feet high. Lighting fixtures affixed to structures for the purposes of lighting parking areas shall be prohibited.

   b) Exterior lights emitting a color temperature in excess of 4,000 degrees Kelvin shall be prohibited. High pressure sodium lighting fixtures are preferred due to their color

and compatibility with the area.

c) Exterior lighting shall be shielded and directed downward so that the light source (the actual bulb) is not visible from beyond the property line on which the structure is located. Exterior lighting shall not project above the horizontal plane of the building.

d) A final lighting plan, indicating the location and types of all lighting fixtures shall be subject to discretionary review by the Community Development Department prior to issuance of a building permit.

e) When all businesses are closed, only a minimum of security lighting shall be maintained and all other lighting is prohibited.

5. The approved site plan depicts a twenty-five foot driveway located adjacent to the northerly property line. Improvements of the accessway shall be subject to final approval by the City Engineer. A recorded easement, allowing continual public access through this driveway to adjoining properties shall be reviewed and approved by the City Attorney prior to building permit issuance. A second accessway shall be provided as submitted on approved plans from Saddle View Drive. The property owner shall submit proof to the Community Development Department that Saddle View Way is a public roadway. If it is determined that Saddle View is not a public roadway, then the owners of Saddle View Office Park shall obtain a public access and maintenance agreement from the roadway owners.

6. Appropriate on-site storm water runoff detention devices shall be required and approved by the City Engineer, prior to building permit issuance.

7. Final landscaping and final building design (inclusive of colors and materials) shall be subject to review and if appropriate, for approval by the Community Development Department Staff prior to building permit issuance.

8. Prior to building permit issuance, a plan shall be submitted that illustrates adequate screening of all mechanical equipment and trash enclosures. Said plan shall be subject to discretionary review by the Community Development Department and must be submitted or modified in such a manner as to receive Community Development Department discretionary approval prior to issuance of building permits.

9. Prior to building permit issuance, the applicant shall record this document with the County Recorder.

Date of Expiration: September 14, 1995

Tamara J. Campbell, AICP
Principal Planner

10/3/94
Date

ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

Richard W Dolan Manager 10/3/94

Applicant Signature Date

Saddleview LLC

ANY PERSON WHO SUBMITTED WRITTEN COMMENT ON A PROPOSAL, THE OWNER OF ANY PROPERTY WITHIN THREE HUNDRED (300) FEET OF THE BOUNDARY OF THE SUBJECT SITE, AND THE OWNER OF THE SUBJECT PROPERTY MAY APPEAL TO THE CITY COUNCIL ANY ACTION PERTAINING TO THE APPROVAL OR DENIAL. THE PETITION MUST BE FILED IN WRITING WITH THE CITY RECORDER WITHIN TEN (10) CALENDAR DAYS OF RECEIPT OF THIS NOTICE.

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

RECEIVED
OCT 5 1994
PARK CITY
PLANNING DEPT.

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT DESCRIPTION

THIS TENANT IMPROVEMENT IS TO MAKE INTERIOR MODIFICATIONS FROM AN EXISTING OFFICE (BUSINESS)

EXISTING ACCESSIBILITY TO COMMON AREAS REMAINS AS-IS.

ACCESSIBILITY ON THE BASEMENT AND FIRST LEVEL IS PROVIDED - TWO DOORS ARE ADDED AS PART OF THE ADDITION (ONE EXITING TO THE PATIO ON THE BASEMENT LEVEL/ONE REPLACING EXISTING WIDOWS ON THE FIRST LEVEL) EXISTING ACCESS REMAINS AS IS AND IS IMPROVED WITH THE DOOR ADDITIONS.

PLUMBING WILL NOT BE ALTERED TO MEET NEW CONDITIONS.

NO MODIFICATIONS HAVE BEEN MADE TO THE CENTRAL BUILDING MECHANICAL SYSTEM OR MEDIUM PRESSURE DUCT.

TENANT IMPROVEMENT DESCRIPTION

- THIS PROJECT IS A TENANT IMPROVEMENT IN AN EXISTING MULTI - STORY OFFICE BUILDING
- EXISTING OCCUPANCY IS A 'B' - NEW OCCUPANCY IS A 'B'
- NUMBER OF EGRESS EXITS FROM BUILDING = 2
- DISTANCE BETWEEN EGRESS EXITS AT DISCHARGE LEVEL = 47'
- THE TENANT WILL BE OCCUPYING BASEMENT - 2ND LEVEL
- STORIES = 2 ABOVE GRADE + BASEMENT
- BUILDING SF = 5,891 SF ABOVE GRADE, 2,861 BELOW
- TOTAL BUILDING SF = 8,752 SF
- TENANT IMPROVEMENT SF - 8,752 SF
- TOTAL AREA OF WORK IN PERCENTAGE = 100%
- TOTAL BUILDING OCCUPANCY ~ 59 @ 1:150

LIFE SAFETY SYMBOLS

FUNCTION OF SPACE

	BUSINESS	1:150
	STORAGE	1:300

(TABLE 1004.1.2)

FIRE SAFETY

1	1 HOUR
2	2 HOUR
3	3 HOUR

EXIT SYMBOLS

EXIT # / # OCC / 32" R. / 68" P.

DOOR EGRESS
- MAX OCC. LOAD
- MIN. REQ. EXIT WIDTH
- EXIT WIDTH REQUIRED

STAIR EGRESS
- MAX OCC. LOAD
- MIN. REQ. EXIT WIDTH
- EXIT WIDTH REQUIRED

EXIT — EXIT DOOR / EXIT SIGN LOCATION

FEC — FIRE EXTINGUISER (SEMI-RECESSED CABINET)

COMMON PATH OF TRAVEL

* POINT OF CHOICE FOR TWO EXITS

MATERIALS AND TYPES

CONCRETE

GYPSUM BOARD

EARTH

GLASS

CONCRETE

INSULATION

DRAWING SYMBOLS

NORTH ARROW

STOREFRONT ELEVATION TAG

INTERIOR ELEVATION TAG

EIFS 01 — MATERIAL TAG

100'-0" — SPOT ELEVATION TAG

WALL TYPE TAG

REVISION TAG

DOOR TYPE TAG

GRID

Name / Elevation — LEVEL CALLOUT

ROOM NAME / 101 / 150 SF — ROOM TAG

BUILDING SECTION

WALL SECTION

SIM — DETAIL CALLOUT HEAD

VIEW TITLE - REFERENCED

W6A — WALL DESCRIPTION
R-VALUE + C.I.
STC RATING
UL LISTING

WALL LEGEND - WALL CALLOUT

DRAWING INDEX

GENERAL

G000 COVER SHEET
G010 ACCESSIBILITY NOTES
G011 ACCESSIBILITY DETAILS
G012 ACCESSIBILITY DETAILS
G013 ACCESSIBILITY DETAILS

ARCHITECTURAL SITE

AS100 ARCHITECTURAL SITE PLAN

ARCHITECTURE

STRUCTURAL

S1 STRUCTURAL NOTES
S2 STRUCTURAL RETAINING WALL, FOUNDATION, FOOTING
S3 STRUCTURAL HEADERS/OPENINGS
S4 STRUCTURAL DETAILS
S5 STRUCTURAL DETAILS
S6 STRUCTURAL DETAILS

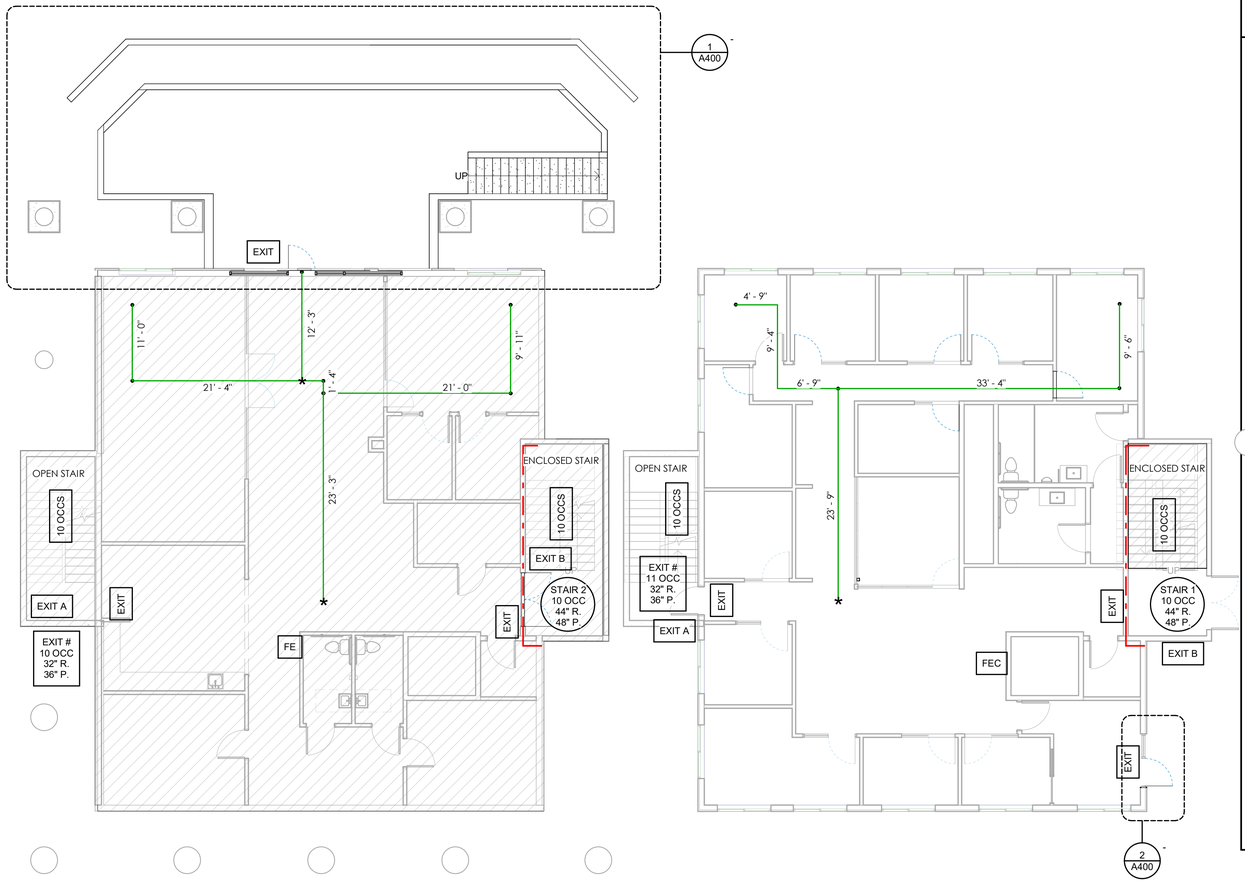
EQUIPMENT

MECHANICAL / PLUMBING

CIVIL

ELECTRICAL

LANDSCAPE



CODE ANALYSIS

APPLICABLE CODES

	YEAR		YEAR
INTERNATIONAL BUILDING CODE	2021	NATIONAL ELECTRIC CODE	2017
INTERNATIONAL MECHANICAL CODE	2018	ADA ACCESSIBILITY GUIDELINES	ICC A117.1 -2009
INTERNATIONAL PLUMBING CODE	2018		
INTERNATIONAL FIRE CODE	2018		
INTERNATIONAL ENERGY CONSERVATION CODE	2018		

A. OCCUPANCY GROUP: B
CHANGE IN USE: YES NO X
SPECIAL USE/OCCUPANCY (e.g. HIGH RISE, COVERED MALL) NONE

B. CONSTRUCTION TYPE: EXISTING - UNCHANGED
I-A I-B II-A II-B III-A III-B IV-A V-A V-B

C. MIXED OCCUPANCIES: NO NONSEPARATED USES:

D. SPRINKLERS:
REQUIRED: YES PROVIDED: YES SPRINKLER SYSTEM TYPE: WET

E. DESIGN OCCUPANT LOAD:
BASEMENT - 2,811 SQ. FT
LEVEL 1 - 2,830 SQ. FT.
LEVEL 2 - 2,830 SQ. FT.
3RD FLOOR - TI AREA: 8,228 SF / 100 = 82 OCC

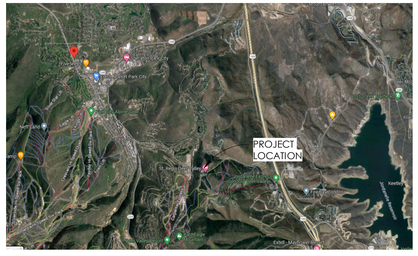
F. EXIT WIDTH STAIRS:
TWO WALKOUT BASEMENT DOOR.

G. EXIT WIDTH (DOORS):
REQUIRED: 82 * 0.2 = 16" (32" MIN) PROVIDED: 36"

H. REQUIRED PLUMBING FIXTURES:
EXISTING TO REMAIN UNCHANGED

I. REQUIRED NUMER OF EXISTS:
REQUIRED: 2 PROVIDED: 3 (ADDING ONE DOOR)

VICINITY MAP



PROJECT TEAM

OWNER
BERKSHIRE HATHAWAY
PARK CITY, UT

ARCHITECT
ZONE ARCHITECTURE
222 SOUTH MAIN STREET SUITE 120
SALT LAKE CITY, UT 84101
ATTN: JARED
EMAIL: jaredh.arch@gmail.com

STRUCTURAL
MJ STRUCTURAL ENGINEERS
5673 SOUTH REDWOOD ROAD,
SUITE 22
TAYLORSVILLE, UT 84123

DEFERRED SUBMITTALS

1. FIRE ALARM
2. FIRE SUPPRESSION

SEAL

ZONE ARCH Studio
222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2
SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION
DATE: 7/27/2023 4:21:44 PM
PROJECT NO: 2023, 1102
DRAWN BY: CBC
CHECKED BY: JH

REVISIONS
DATE:
REV DESCRIPTION

SHEET TITLE
COVER SHEET

SHEET NUMBER
G000

ESTIMATE SET

ACCESSIBILITY GENERAL NOTES

GENERAL:

1. ARCHITECT TO PERFORM COMPLIANCE SURVEY.
2. SURVEY CAN BE PROVIDED TO GC UPON REQUEST.
3. REFER TO ACCESSIBILITY DETAILS SHEETS
4. PROVIDE AT LEAST ONE ROUTE FROM SITE ARRIVAL POINTS THAT DOES NOT REQUIRE THE USE OF STAIRS.
5. TURNING SPACES SHALL BE A OR B:
   - A. A CIRCULAR SPACE CONSISTING OF A 60" MINIMUM DIAMETER AND INCLUDE KNEE AND TOE CLEARANCES.
   - B. T-SHAPED WITH A 60" MINIMUM SQUARE, WITH ARMS AND BASE 36" MINIMUM IN WIDTH. EACH ARM OF THE T SHALL BE CLEAR OF OBSTRUCTIONS 12" MINIMUM IN EACH DIRECTION, AND THE BASE SHALL BE CLEAR OF OBSTRUCTIONS 24" MINIMUM. THE TURNING SPACE SHALL BE PERMITTED TO INCLUDE KNEE AND TOE CLEARANCES ONLY AT THE END OF EITHER THE BASE OR ONE ARM.
6. CLR FLOOR SPACE SHALL BE:
   - A. STABLE, FIRM, AND SLIP RESISTANT.
   - B. 48" MINIMUM IN LENGTH AND 30" MINIMUM IN WIDTH.
   - C. PERMITTED TO INCLUDE KNEE AND TOE CLEARANCES.
   - D. POSITIONED FOR EITHER FORWARD OR PARALLEL APPROACH TO AN ELEMENT.
   - E. SHALL HAVE ONE FULL UNOBSTRUCTED SIDE OF THE CLR FLOOR SPACE ADJOIN OR OVERLAP AN ACCESSIBLE ROUTE OR ADJOIN ANOTHER CLR FLOOR SPACE.
7. IF THE CLR FLOOR SPACE IS IN AN ALCOVE OR OTHERWISE CONFINED ON ALL OR PART OF THREE SIDES:
   - A. PARALLEL APPROACH - THE ALCOVE SHALL BE 60" MINIMUM IN WIDTH WHERE THE DEPTH EXCEEDS 15".
   - B. FORWARD APPROACH - THE ALCOVE SHALL BE 36" MINIMUM IN WIDTH WHERE THE DEPTH EXCEEDS 24".
8. WHERE SPACE BENEATH AN ELEMENT IS INCLUDED AS PART OF THE CLR FLOOR SPACE AT AN ELEMENT, CLEARANCE AT AN ELEMENT, OR A TURNING SPACE IT SHALL:
   - A. TOE CLEARANCE - SPACE BENEATH AN ELEMENT BETWEEN THE FLOOR AND 9" ABOVE THE FLOOR.
     - a. SHALL BE PERMITTED TO EXTEND 25" MAXIMUM UNDER AN ELEMENT.
     - b. WHERE TOE CLEARANCE IS REQUIRED AT AN ELEMENT AS PART OF A CLR FLOOR SPACE, THE TOE CLEARANCE SHALL EXTEND 17" MINIMUM BENEATH THE ELEMENT.
     - c. SPACE EXTENDING GREATER THAN 6" BEYOND THE AVAILABLE KNEE CLEARANCE AT 9" ABOVE THE FLOOR SHALL NOT BE CONSIDERED TOE CLEARANCE.
     - d. SHALL BE A MINIMUM OF 30" IN WIDTH.
   - B. KNEE CLEARANCE - SPACE BENEATH AN ELEMENT BETWEEN 9" AND 27" AFF.
     - a. SHALL BE PERMITTED TO EXTEND 25" MAXIMUM UNDER AN ELEMENT AT 9" AFF.
     - b. WHERE KNEE CLEARANCE IS REQUIRED BENEATH AN ELEMENT AS PART OF A CLR FLOOR SPACE, THE KNEE CLEARANCE SHALL BE 11" MINIMUM IN DEPTH AT 9" AFF, AND 8" MINIMUM IN DEPTH AT 27" AFF.
     - c. BETWEEN 9" AND 27" AFF KNEE CLEARANCE SHALL BE PERMITTED TO BE REDUCED AT A RATE OF 1" IN DEPTH FOR EACH 6" IN HEIGHT.
     - d. KNEE CLEARANCE SHALL BE 30" MINIMUM IN WIDTH.
9. PROTRUSION LIMITS: ALL PROTRUDING OBJECTS SHALL (A OR B):
   - A. PROTRUDE NO MORE THAN 4" INTO THE PATH
   - B. IF AN OBJECT PROTRUDES MORE THAN 4" (a OR b):
     - a. THE BOTTOM LEADING EDGE SHALL BE NO MORE THAN 27" AFF.
     - b. THE BOTTOM LEADING EDGE SHALL BE AT 80" OR HIGHER AFF.
   - C. VERTICAL CLEARANCE SHALL BE 80" MINIMUM. RAILS OR OTHER BARRIERS SHALL BE PROVIDED WHERE THE VERTICAL CLEARANCE IS LESS THAN 80"AFF. THE LEADING EDGE OF SUCH BARRIERS SHALL BE LOCATED 27" MAXIMUM ABOVE THE FLOOR.
   - D. PROTRUDING OBJECTS SHALL NOT REDUCE THE CLR WIDTH REQUIRED FOR AN ACCESSIBLE ROUTE.
10. FORWARD REACH RANGES:
    - A. WHERE A FORWARD REACH IS UNOBSTRUCTED, THE HIGH FORWARD REACH SHALL BE 48" MAXIMUM AND THE LOW FORWARD REACH SHALL BE 15" MINIMUM AFF.
    - B. WHERE A HIGH FORWARD REACH IS OVER AN OBSTRUCTION THE CLR FLOOR SPACE SHALL EXTEND BENEATH THE ELEMENT FOR A DISTANCE NOT LESS THAN THE REQUIRED REACH DEPTH OVER THE OBSTRUCTION.
      - a. THE HIGH FORWARD REACH SHALL BE 48" MAXIMUM AFF WHERE THE REACH DEPTH IS 20" MAXIMUM.
      - b. WHERE THE REACH DEPTH EXCEEDS 20", THE HIGH FORWARD REACH SHALL BE 44" MAXIMUM AFF, AND THE REACH DEPTH SHALL BE 25" MAXIMUM.
11. SIDE REACH RANGES:
    - A. WHERE A CLR FLOOR SPACE ALLOWS FOR A PARALLEL APPROACH TO AN ELEMENT AND THE EDGE OF THE CLR FLOOR SPACE IS 10" MAXIMUM FROM THE ELEMENT:
      - a. THE HIGH SIDE REACH SHALL BE 48" MAXIMUM AFF.
      - b. THE LOW SIDE REACH SHALL BE 15" MINIMUM AFF.
    - B. WHERE A CLR FLOOR SPACE ALLOWS A PARALLEL APPROACH TO AN ELEMENT AND THE HIGH SIDE REACH IS OVER AN OBSTRUCTION:
      - a. THE HEIGHT OF THE OBSTRUCTION SHALL BE 34" MAXIMUM AFF.
      - b. THE DEPTH OF THE OBSTRUCTION SHALL BE 24"MAXIMUM.
      - c. THE HIGH SIDE REACH SHALL BE 48" MAXIMUM AFF FOR A REACH DEPTH OF 10" MAXIMUM.
      - d. WHERE THE REACH DEPTH EXCEEDS 10" THE HIGH SIDE REACH SHALL BE 46" MAXIMUM AFF FOR A REACH DEPTH OF 24" MAXIMUM.
12. OPERABLE PARTS SHALL:
    - A. HAVE A CLR FLOOR SPACE PROVIDED
    - B. BE PLACED WITHIN ONE OR MORE OF THE REACH RANGES.
    - C. NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
    - D. FORCE REQUIRED TO ACTIVATE OPERABLE PARTS SHALL BE 5 LBS MAXIMUM.
13. ALL PUBLIC SPACES SHALL HAVE AT LEAST ONE ACCESSIBLE ROUTE.
14. AT LEAST ONE TOILET ROOM SHALL BE ACCESSIBLE. (EITHER ONE FOR EACH SEX OR ONE UNISEX).

PARKING:

1. PROVIDE AN ADEQUATE NUMBER OF ACCESSIBLE PARKING SPACES.
2. AT LEAST ONE OF THE ACCESSIBLE PARKING SPACES SHALL BE VAN ACCESSIBLE.
3. FOR EVERY 6 ACCESSIBLE SPACES REQUIRED AT LEAST ONE SHALL BE VAN ACCESSIBLE.
4. PARKING SPACES SHALL BE AT LEAST 8' WIDE WITH AN ACCESS AISLE AT LEAST 5' WIDE.
5. VAN ACCESSIBLE SPACES:
   - A. AT LEAST 11' WIDE WITH AN ACCESS AISLE AT LEAST 5' WIDE OR AT LEAST 8' WIDE WITH AN ACCESS AISLE AT LEAST 8' WIDE.
   - B. AT LEAST 98" OF VERTICAL CLEARANCE SHALL BE PROVIDED
6. ACCESS AISLES SHALL BE MARKED SO AS TO DISCOURAGE PARKING IN THEM.
7. THE SLOPE OF THE PARKING SPACES AND ACCESS AISLES SHALL BE NO STEEPER THAN 1:48 IN ALL DIRECTIONS.
8. ACCESS AISLES SHALL ADJOIN AN ACCESSIBLE ROUTE.
9. SIGNAGE:
   - A. SPACES SHALL BE IDENTIFIED WITH A SIGN THAT INCLUDES THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
   - B. THE BOTTOM OF THE SIGN SHALL BE AT LEAST 60" ABOVE THE GROUND.
   - C. SHALL INCLUDE THE WORDS "VAN ACCESSIBLE" AT VAN ACCESSIBLE LOCATIONS.
10. SHALL BE LOCATED ON THE CLOSEST ACCESSIBLE ROUTE TO THE ACCESSIBLE ENTRANCE(S).

EXTERIOR ACCESSIBLE ROUTE:

1. SHALL BE STABLE, FIRM, AND SLIP RESISTANT.
2. SHALL BE AT LEAST 36" WIDE.
   - A. CAN NARROW TO 32" MIN FOR A MAX OF 24", THESE NARROW PORTIONS OF THE ROUTE MUST BE AT LEAST 48" FROM EACH OTHER.
3. IF GREATER THAN 200' IN LENGTH AND LESS THAN 60" WIDE, THERE SHALL BE A PASSING SPACE NO LESS THAN 60" X 60".
4. IF THERE ARE GREATS OR OPENINGS ON THE ROUTE, THE OPENINGS SHALL BE NO LARGER THAN 1/2".
   - A. THE LONG DIMENSION OF THE GREAT OR OPENING SHALL BE PERPENDICULAR TO THE DOMINANT PATH OF TRAVEL.
5. THE RUNNING SLOPE SHALL BE NO STEEPER THAN 1:20.
   - A. IF THE SLOPE IS GRATER THAN 1:20 TREAT AS A RAMP.
6. THE CROSS SLOPE SHALL BE NO STEEPER THAN 1:48.
7. IF THERE ARE RAMPS ALONG THE ACCESSIBLE ROUTE, SEE RAMP NOTES.

CURB RAMPS:

1. IF THE ACCESSIBLE ROUTE CROSSES A CURB, THERE SHALL BE A CURB RAMP.
2. THE RUNNING SLOPE SHALL BE NO STEEPER THAN 1:12
3. THE CROSS SLOPE, EXCLUDING FLARES, SHALL BE NO STEEPER THAN 1:48.
4. EXCLUDING FLARES, SHALL BE AT LEAST 36" WIDE.
5. COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO THE CURB RAMP SHALL BE NO STEEPER THAN 1:20.
6. LANDINGS SHALL BE PROVIDED AT THE TOPS OF CURB RAMPS.
   - A. SHALL BE NO STEEPER THAN 1:48 IN ALL DIRECTIONS.
   - B. SHALL BE AT LEAST 36" LONG AND AS WIDE AS THE RAMP
   - C. FLARES SHALL BE NO MORE THAN 1:10.

RAMPS:

1. SHALL BE AT LEAST 36" WIDE.
   - A. IF THERE ARE HANDRAILS MEASURE BETWEEN HANDRAILS.
2. FOR EACH SECTION OF THE RAMP, THE RUNNING SLOPE SHALL BE NO GREATER THAN 1:12.
3. PROVIDE LEVEL LANDINGS AT THE TOP AND BOTTOM OF THE RAMP THAT ARE AT LEAST 60" LONG AND AT LEAST AS WIDE AS THE RAMP.
4. PROVIDE A LEVEL LANDING WHERE THE RAMP CHANGES DIRECTION THAT IS AT LEAST 60" X 60".
5. IF THE RISE IS HIGHER THAN 6" HAND RAILS SHALL BE PROVIDED. CURB RAMPS ARE NOT REQUIRED TO HAVE HAND RAILS.
6. HAND RAILS:
   - A. THE TOP OF THE GRIPPING SURFACE SHALL BE NO LESS THAN 34" AND NO GRATER THAN 38" ABOVE THE RAMP SURFACE.
   - B. SHALL BE CONTINUOUS AND NOT OBSTRUCTED ALONG THE TOP AND SIDES.
   - C. IF THE GRIPPING SURFACE IS CIRCULAR, IT SHALL BE NO LESS THAN 1 1/4" AND NO GREATER THAN 2" IN DIAMETER
   - D. IF THE GRIPPING SURFACE IS NOT CIRCULAR, THE PERIMETER SHALL BE NO LESS THAN 4" AND NO GREATER THAN 6 1/4".
     - a. CROSS SECTION SHALL BE NO 2 1/4".
   - E. SHALL EXTEND AT LEAST 12" HORIZONTALLY BEYOND THE TOP AND BOTTOM OF THE RAMP.
   - F. EXTENSION SHALL RETURN TO A WALL, GUARD, OR LANDING SURFACE.
7. THE SURFACE OF THE RAMP SHALL EXTEND AT LEAST 12" BEYOND THE INSIDE FACE OF THE HAND RAIL, OR SHALL HAVE A CURB OR BARRIER THAT PREVENTS THE PASSAGE OF A 4" DIAMETER SPHERE.

ENTRANCE:

1. IF THE MAIN ENTRANCE IS NOT ACCESSIBLE, PROVIDE AN ALTERNATIVE ACCESSIBLE ENTRANCE THAT CAN BE USED INDEPENDENTLY AND DURING THE SAME HOURS AS THE MAIN ENTRANCE.
2. PROVIDE SIGNAGE AT ALL INACCESSIBLE ENTRANCES INDICATING THE LOCATION OF THE NEAREST ACCESSIBLE ENTRANCE.
3. PROVIDE A SIGN AT THE ACCESSIBLE ENTRANCE WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY ON IT.
4. SHALL HAVE A CLEAR OPENING WIDTH OF AT LEAST 32", BETWEEN THE DOOR AND THE STOP WHEN THE DOOR IS OPEN 90 DEGREES.
5. IF THERE IS A FRONT APPROACH TO THE PULL SIDE OF THE DOOR, PROVIDE AT LEAST 18" OF MANEUVERING CLEARANCE BEYOND THE LATCH SIDE PLUS AT LEAST 60" CLR DEPTH.
6. ON BOTH SIDES OF THE DOOR CLR FLOOR SPACE SHALL BE NO STEEPER THAN 1:48.
7. THRESHOLD SHALL BE A, OR B
   - A. VERTICAL AND NO MORE THAN 1/4" HIGH
   - B. NO MORE THEN 1/2" HIGH WITH THE TOP 1/4" BEVELED NO STEEPER THAN 1:2
   - C. THE FIRST 1/4" OF THE 1/2" THRESHOLD MAY BE VERTICAL, THE REST MUST BE BEVELED.
8. HARDWARE (INCLUDING HANDLES AND LOCKS) SHALL BE OPERABLE WITH ONE HAND AND NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
9. OPERABLE PARTS OF HARDWARE SHALL BE MOUNTED NO LESS THAN 34" AFF OR GROUND SURFACE AND NO GREATER THAN 48" AFF OR GROUND SURFACE.
10. DOORS WITH CLOSERS SHALL TAKE AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO A POSITION OF 12 DEGREES FROM THE LATCH.
11. IF THERE ARE TWO DOORS IN A SERIES, THE DISTANCE BETWEEN THE DOORS SHALL BE AT LEAST 48" PLUS THE WIDTH OF THE DOORS WHEN SWINGING INTO THE SPACE.
12. CARPETS OR MATS SHALL BE NO HIGHER THAN 1/2" THICK.
13. EDGES OF CARPETS OR MATTS SHALL BE SECURELY ATTACHED TO MINIMIZE TRIPPING HAZARDS.

INTERIOR ACCESSIBLE ROUTE:

1. ALL PUBLIC SPACES SHALL HAVE AT LEAST ONE ACCESSIBLE ROUTE.
2. SHALL BE STABLE, FIRM, AND SLIP RESISTANT.
3. SHALL BE AT LEAST 36" WIDE.
   - A. CAN NARROW TO 32" MIN FOR A MAX OF 24", THESE NARROW PORTIONS OF THE ROUTE MUST BE AT LEAST 48" FROM EACH OTHER.
4. IF GREATER THAN 200' IN LENGTH AND LESS THAN 60" WIDE, THERE SHALL BE A PASSING SPACE NO LESS THAN 60" X 60".
5. THE RUNNING SLOPE SHALL BE NO STEEPER THAN 1:20.
   - A. IF THE SLOPE IS GRATER THAN 1:20 TREAT AS A RAMP.
6. THE CROSS SLOPE SHALL BE NO STEEPER THAN 1:48.
7. SEE PROTRUSION LIMITS NOTE UNDER GENERAL.
8. PROVIDE ELEVATORS OR PLATFORM LIFTS TO ALL PUBLIC STORIES.
9. IF THERE ARE RAMPS ON THE ACCESSIBLE ROUTE, SEE RAMP NOTES.

SIGNAGE:

1. DESIGNATING PERMANENT ROOMS AND SPACES NOT LIKELY TO CHANGE OVER TIME:
   - A. TEXT CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND
   - B. TEXT CHARACTERS SHALL BE RAISED.
   - C. BRAIL SHALL BE PROVIDED.
   - D. SHALL BE MOUNTED ON LATCH SIDE OF DOORS.
   - E. PROVIDE A CLR FLOOR SPACE BEYOND THE ARC OF THE DOOR SWING BETWEEN THE CLOSED POSITION AND 45 DEGREES OPEN POSITION, THAT IS AT LEAST 18" X 18" CENTERED ON THE TACTILE CHARACTERS.
   - F. POSITION SIGN SO THE BASE LINE OF THE LOWEST CHARACTER IS AT LEAST 48" AFF AND THE BASELINE OF THE HIGHEST CHARACTER IS NO MORE THAN 60" AFF.
2. PROVIDING DIRECTION TO OR INFORMATION ABOUT INTERIOR SPACES:
   - A. TEXT CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND
   - B. MOUNTED SO THAT CHARACTERS ARE AT LEAST 40" AFF.

INTERIOR DOORS:

1. OPENING WIDTH SHALL BE 32" MIN CLR BETWEEN THE FACE OF THE DOOR AND THE STOP, WHEN THE DOOR IS OPEN 90 DEGREES.
2. IF THERE IS A FRONT APPROACH TO THE PULL SIDE OF THE DOOR THERE SHALL BE AT LEAST 18" CLR SPACE BEYOND THE LATCH SIDE PLUS 60" CLR DEPTH.
3. ON BOTH SIDES OF THE DOOR CLR FLOOR SPACE SHALL BE NO STEEPER THAN 1:48.
4. THRESHOLD SHALL BE A, OR B
   - A. VERTICAL AND NO MORE THAN 1/4" HIGH
   - B. NO MORE THEN 1/2" HIGH WITH THE TOP 1/4" BEVELED NO STEEPER THAN 1:2
   - C. THE FIRST 1/4" OF THE 1/2" THRESHOLD MAY BE VERTICAL, THE REST MUST BE BEVELED.
5. HARDWARE (INCLUDING HANDLES AND LOCKS) SHALL BE OPERABLE WITH ONE HAND AND NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
6. OPERABLE PARTS OF HARDWARE SHALL BE MOUNTED NO LESS THAN 34" AFF AND NO GREATER THAN 48" AFF.
7. DOOR SHALL BE EASILY OPENED (NO GRATER THAN 5 LBS MAX FORCE).
8. DOORS WITH CLOSERS SHALL TAKE AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO A POSITION OF 12 DEGREES FROM THE LATCH.

ROOMS AND SPACES - STORES, SUPERMARKETS, LIBRARIES, ETC. :

1. AISLES AND PATHWAYS TO GOODS AND SERVICES, AND TO ONE OF EACH TYPE OF SALES AND SERVICE COUNTERS, SHALL BE AT LEAST 36" WIDE.
2. FLOOR SURFACES SHALL BE STABLE FIRM AND SLIP RESISTANT.
3. CARPET SHALL:
   - A. BE NO HIGHER THAN 1/2".
   - B. BE SECURELY ATTACHED ALONG THE EDGES.

CONTROLS - LIGHT SWITCHES, SECURITY, INTERCOM, EMERGENCY, ETC. :

1. PROVIDE A CLR FLOOR SPACE POSITIONED FOR A FORWARD OR PARALLEL APPROACH.
2. OPERABLE PARTS SHALL BE NO HIGHER THAN 48" AFF.
3. SHALL BE OPERABLE WITH ONE HAND WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.

TOILET ROOM SIGNAGE:

1. PROVIDE SIGNAGE AT ALL INACCESSIBLE TOILET ROOMS THAT GIVE DIRECTIONS TO ACCESSIBLE TOILET ROOMS.
2. INDICATE ACCESSIBLE TOILET ROOMS WITH THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.
3. PROVIDE AN ACCESSIBLE ROUT TO ACCESSIBLE TOILET ROOMS.
4. TEXT CHARACTERS
   - A. SHALL CONTRAST WITH THEIR BACKGROUNDS
   - B. SHALL BE RAISED
   - C. SHALL INCLUDE BRAIL CHARACTERS
5. MOUNT SIGNS ON THE WALL ON THE LATCH SIDE OF THE DOOR. IF DOUBLE DOORS MOUNT ON INACTIVE LEAF. WHEN BOTH LEAVES ARE ACTIVE MOUNT TO THE RIGHT OF THE RIGHT LEAF.
6. SIGNS SHALL HAVE A CLEAR FLOOR SPACE BEYOND THE ARC OF THE DOOR SWING AND 45 DEGREE OPEN POSITION AT LEAST 18" X 18" CENTERED ON THE TACTILE CHARACTERS. SEE DETAIL

BASE LINE OF LOWEST CHARACTER SHALL BE AT LEAST 48" AFF AND THE BASELINE OF THE HIGHEST CHARACTER IS NO MORE THAN 60" AFF. TOILET **ROOM ENTRY DOOR:**

1. OPENING WIDTH SHALL BE 32" MIN CLR BETWEEN THE FACE OF THE DOOR AND THE STOP, WHEN THE DOOR IS OPEN 90 DEGREES.
2. IF THERE IS A FRONT APPROACH TO THE PULL SIDE OF THE DOOR THERE SHALL BE AT LEAST 18" CLR SPACE BEYOND THE LATCH SIDE PLUS 60" CLR DEPTH.
3. ON BOTH SIDES OF THE DOOR CLR FLOOR SPACE SHALL BE NO STEEPER THAN 1:48.
4. THRESHOLD SHALL BE A, OR B
   - A. VERTICAL AND NO MORE THAN 1/4" HIGH
   - B. NO MORE THEN 1/2" HIGH WITH THE TOP 1/4" BEVELED NO STEEPER THAN 1:2
   - C. THE FIRST 1/4" OF THE 1/2" THRESHOLD MAY BE VERTICAL, THE REST MUST BE BEVELED.
5. HARDWARE (INCLUDING HANDLES AND LOCKS) SHALL BE OPERABLE WITH ONE HAND AND NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
6. OPERABLE PARTS OF HARDWARE SHALL BE MOUNTED NO LESS THAN 34" AFF AND NO GREATER THAN 48" AFF.
7. DOOR SHALL BE EASILY OPENED (NO GRATER THAN 5 LBS MAX FORCE).
8. DOORS WITH CLOSERS SHALL TAKE AT LEAST 5 SECONDS TO CLOSE FROM AN OPEN POSITION OF 90 DEGREES TO A POSITION OF 12 DEGREES FROM THE LATCH.
9. IF THERE ARE TWO DOORS IN A SERIES, THE DISTANCE BETWEEN THE DOORS SHALL BE AT LEAST 48" PLUS THE WIDTH OF THE DOORS WHEN SWINGING INTO THE SPACE.
10. IF THERE IS A PRIVACY WALL AND THE DOOR SWINGS OUT PROVIDE AT LEAST 24" OF MANEUVERING CLEARANCE BEYOND THE DOOR LATCH SIDE AND 42" TO THE PRIVACY WALL. SEE DETAIL FOR LATCH APPROACH PUSH SIDE.
11. IF THERE IS A PRIVACY WALL AND THE DOOR SWINGS IN PROVIDE AT LEAST 24" OF MANEUVERING CLEARANCE BEYOND THE DOOR LATCH SIDE AND AT LEAST 48" TO THE PRIVACY WALL. SEE DETAIL FOR LATCH APPROACH PULL SIDE.

IN THE TOILET ROOM:

1. THERE SHALL BE A CLEAR PATH TO AT LEAST ONE OF EACH TYPE OF FIXTURE THAT IS AT LEAST 36" WIDE.
2. THERE SHALL BE A CLEAR FLOOR SPACE AVAILABLE FOR A PERSON IN A WHEELCHAIR TO TURN AROUND.
3. IN A SINGLE USER TOILET ROOM IF THE DOOR SWINGS IN AND OVER A CLR FLOOR SPACE AT AN ACCESSIBLE FIXTURE, IS THERE A CLR FLOOR SPACE AT LEAST 30" X 48" BEYOND THE SWING OF THE DOOR.
4. A MIRROR MOUNTED OVER A COUNTER TOP OR LAVATORY SHALL BE NO HIGHER THAN 40" AFF TO THE BOTTOM EDGE OF THE REFLECTIVE SURFACE.
5. IF THE MIRROR IS NOT OVER A COUNTERTOP OR LAVATORY, THE BOTTOM EDGE OF THE REFLECTING SURFACE SHALL BE NO HIGHER THAN 35" AFF.
6. IF THERE IS A COAT HOOK IT SHALL BE NO LESS THAN 15" AND NO GRATER THAN 48" AFF.

LAVATORIES:

1. AT LEAST ONE LAVATORY SHALL BE ACCESSIBLE.
2. ACCESSIBLE LAVATORIES SHALL ALLOW FOR FORWARD APPROACH CLR FLOOR SPACE.
3. NO LESS THAN 17" AND NO GRATER THAN 25" OF THE CLR FLOOR SPACE SHALL EXTEND UNDER THE LAVATORY.
4. THE FRONT OF THE ACCESSIBLE LAVATORY OR COUNTER SURFACE (WHICH EVER IS HIGHER) SHALL BE NO MORE THAN 34" AFF.
5. AT THE ACCESSIBLE LAVATORY, THERE SHALL BE 27" MIN FROM FINISHED FLOOR TO THE BOTTOM OF THE LAVATORY EXTENDING 8" UNDER THE LAVATORY.
6. TOE CLEARANCE SHALL BE AT LEAST 9" HIGH.
7. PIPES BELOW THE ACCESSIBLE LAVATORY SHALL BE INSOLATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT.
8. FAUCET SHALL BE OPERATABLE WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
9. FORCE REQUIRED TO OPERATE THE FAUCET SHALL BE NOT MORE THAN 5 LBS

SOAP DISPENSERS AND HAND DRYERS:

1. OPERABLE PARTS OF SOAP AND TOWEL DISPENSERS OR HAND DRYERS ABOVE A LAVATORY OR COUNTER TOP SHALL BE MOUNTED IN THE OBSTRUCTED REACH ZONE.
2. OPERABLE PARTS OF SOAP AND TOWEL DISPENSERS OR HAND DRYERS, NOT OVER AN OBSTRUCTION, SHALL BE WITHIN THE UNOBSTRUCTED REACH RANGES.
3. OPERABLE PARTS SHALL BE OPERABLE WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
4. FORCE REQUIRED TO OPERATE THE SOAP DISPENSER OR HAND DRYER SHALL BE NO GRATER THAN 5 LBS.

WATER CLOSETS IN SINGLE-USER COMPARTMENTS:

1. CENTER LINE OF THE WATER CLOSET SHALL BE 16" MIN TO 18" MAX FROM FINISH FACE OF SIDE WALL.
2. PROVIDE CLR FLOOR SPACE AROUND THE WATER CLOSET AT LEAST 56" X 60".
3. HEIGHT OF THE WATER CLOSET SHALL BE NO LESS THAN 17" AND NO MORE THAN 19" AFF MEASURED TO THE TOP OF THE SEAT.
4. GRAB BARS:
   - A. SHALL HAVE A MINIMUM OF 12" CLEARANCE BETWEEN THE GRAB BAR AND PROJECTING OBJECTS ABOVE.
   - B. SHALL HAVE A MINIMUM OF 1 1/2" BETWEEN THE GRAB BAR AND PROJECTING OBJECTS BELOW.
   - C. THE SPACE BETWEEN THE WALL AND THE GRAB BAR SHALL BE A MINIMUM OF 1 1/2".
   - D. SHALL BE MOUNTED NO LESS THAN 33" AND NO GRATER THAN 36" AFF TO TOP OF GRIPPING SURFACE.
   - E. ON THE SIDE WALL:
     - a. SHALL BE AT LEAST 42" LONG.
     - b. SHALL BE LOCATED NO MORE THAN 12" FROM THE REAR WALL.
     - c. SHALL EXTEND AT LEAST 54" FROM THE REAR WALL.
   - F. ON REAR WALL:
     - a. SHALL BE AT LEAST 36" LONG.
     - b. SHALL EXTEND AT LEAST 12" FROM THE CENTERLINE OF THE WATER CLOSET ON ONE SIDE (SIDE WALL)
     - c. SHALL EXTEND AT LEAST 24" ON THE OPEN SIDE FROM CENTERLINE OF WATER CLOSET.
5. IF FLUSH CONTROL IS HAND OPERATED:
   - A. SHALL BE LOCATED NO HIGHER THAN 48" AFF.
   - B. SHALL BE OPERABLE WITH ONE HAND WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
   - C. FORCE TO ACTIVATE CONTROL SHALL BE NO GREATER THAN 5 LBS
   - D. SHALL BE LOCATED ON THE OPEN SIDE OF THE WATER CLOSET.
6. TOILET PAPER DISPENSER SHALL BE LOCATED NO LESS THAN 7" AND NO GRATER THAN 9" FROM THE FRONT OF THE WATER CLOSET TO THE CENTERLINE OF THE DISPENSER.
7. OUTLET OF THE DISPENSER SHALL BE LOCATED NO LESS THAN 15" AND NO GREATER THAN 48" AFF.
8. DISPENSER SHALL ALLOW CONTINUOUS PAPER FLOW.

TOILET COMPARTMENTS (STALLS):

1. DOOR OPENING SHALL BE AT LEAST 32 INCHES CLR BETWEEN THE FACE OF THE DOOR AND THE STOP WHEN DOOR IS OPEN 90 DEGREES.
2. IF THERE IS A FRONT APPROACH TO THE PULL SIDE OF THE DOOR THERE SHALL BE AT LEAST 18" CLR SPACE BEYOND THE LATCH SIDE PLUS 60" CLR DEPTH.
3. DOOR SHALL BE SELF CLOSING.
4. SHALL HAVE PULLS ON BOTH SIDES OF THE DOOR THAT ARE OPERABLE WITH ONE HAND AND DO NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
5. LOCK SHALL BE OPERABLE WITH ONE HAND WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
6. OPERABLE PARTS OF THE DOOR HARDWARE SHALL BE MOUNTED NO LESS THAN 34" AND NO MORE THAN 48" AFF.
7. THE COMPARTMENT SHALL BE AT LEAST 60" WIDE..
8. WALL MOUNTED WATER CLOSET SHALL HAVE A COMPARTMENT THAT IS AT LEAST 56" DEEP.
9. FLOOR MOUNTED WATER CLOSET SHALL HAVE A COMPARTMENT THAT IS AT LEAST 59" DEEP.
10. THE MINIMUM COMPARTMENT AREA (60" X 59") SHALL BE PROVIDED BEYOND THE SWING OF THE DOOR.

URINALS:

1. WALL HUNG URINAL RIM SHALL BE A MAXIMUM 17" AFF.
2. WALL HUNG URINAL SHALL BE 13 1/2" MINIMUM IN DEPTH FROM FACE OF URINAL RIM TO FINISHED WALL.
3. PROVIDE CLR FLOOR SPACE CENTERED ON URINAL FOR FORWARD APPROACH.
4. HAND OPERATED FLUSH CONTROLS SHALL BE NO MORE THAN 48" AFF.
5. HAND OPERATED FLUSH CONTROLS SHALL BE OPERABLE WITH ONE HAND WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.

DRINKING FOUNTAINS:

1. AT LEAST ONE DRINKING FOUNTAIN SHALL HAVE A CLR FLOOR SPACE POSITIONED FOR FORWARD APPROACH.
2. NO LESS THAN 17" AND NO GREATER THAN 25" OF THE FORWARD APPROACH SHALL EXTEND UNDER THE DRINKING FOUNTAIN.
3. IF THE DRINKING FOUNTAIN IS NO MORE THAN 20" OPERABLE PARTS SHALL BE NO HIGHER THAN 48" AFF.
4. IF THE DRINKING FOUNTAIN IS NO LESS THAN 20" AND NO GREATER THAN 25" OPERABLE PARTS SHALL BE NO HIGHER THAN 44" AFF.
5. CONTROLS SHALL BE OPERABLE WITH ONE HAND AND WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
6. FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO MORE THAN 5 LBS.
7. THE SPOUT OUTLET SHALL BE NO HIGHER THAN 36" AFF.
8. THE SPOUT SHALL BE AT LEAST 15" FROM THE REAR OF THE DRINKING FOUNTAIN AND NO MORE THAN 5" FROM THE FRONT OF THE DRINKING FOUNTAIN.
9. IF THERE IS MORE THAN ONE FOUNTAIN, AT LEAST ONE SHALL BE FOR STANDING PERSONS.
10. THE SPOUT OUTLET ON A DRINKING FOUNTAIN FOR STANDING PERSONS, SHALL BE NO LOWER THAN 38" AND NO HIGHER THAN 43" AFF.
11. IF THE LEADING BOTTOM EDGE OF THE FOUNTAIN IS HIGHER THAN 27" AFF THE FRONT OF THE DRINKING FOUNTAIN SHALL PROTRUDE NO MORE THAN 4" INTO THE CIRCULATION PATH.

FIRE ALARM SYSTEMS:

FIRE ALARM SYSTEMS SHALL HAVE BOTH FLASHING LIGHTS AND AUDIBLE SIGNALS.

SEAL

ZONE ARCH Studio
222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2
SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:44 PM
PROJECT NO:	2023, 1102
DRAWN BY:	Author
CHECKED BY:	Checker

REVISIONS	
DATE:	
REV	DESCRIPTION

SHEET TITLE

ACCESSIBILITY NOTES

SHEET NUMBER

G010

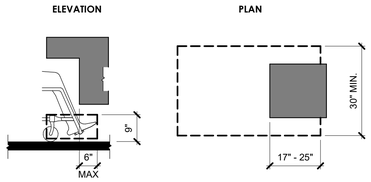
SEAL

ZONE ARCH Studio
222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

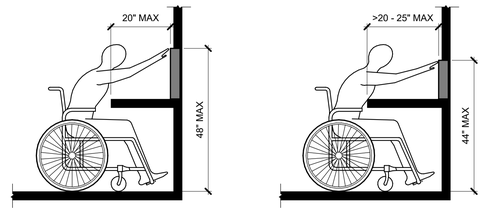
BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

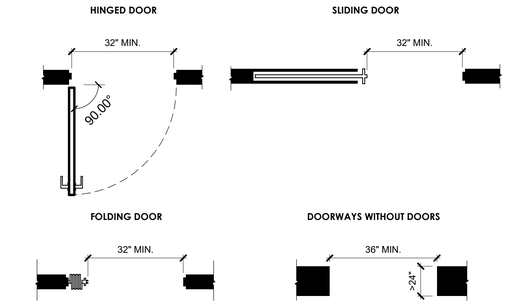
1 302.2 CARPET ON FLOOR SURFACES
12" = 1'-0"



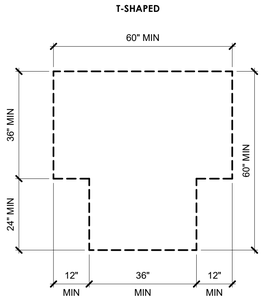
6 306.2 TOE CLEARANCE
1/2" = 1'-0"

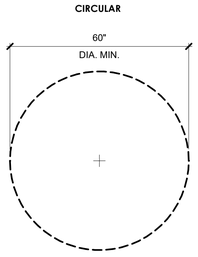


10 308.2.2 OBSTRUCTED HIGH FORWARD REACH
1/2" = 1'-0"

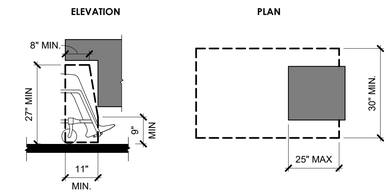


14 404.2.2 CLEAR WIDTH OF DOORWAYS
1/2" = 1'-0"

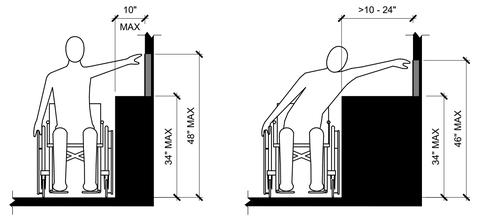




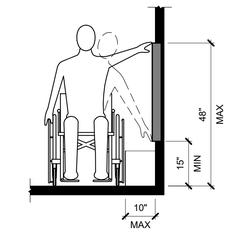
3 304.3 SIZE OF TURNING SPACES
1/2" = 1'-0"



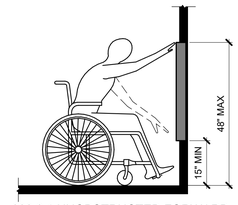
7 306.3 KNEE CLEARANCE
1/2" = 1'-0"



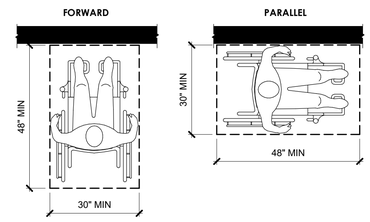
11 308.3.2 OBSTRUCTED HIGH SIDE REACH
1/2" = 1'-0"



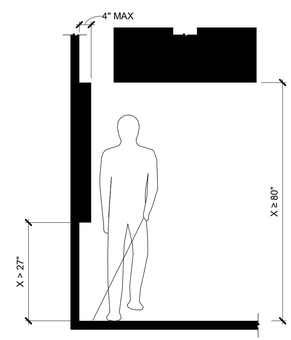
2 308.3.1 UNOBSTRUCTED SIDE REACH
1/2" = 1'-0"



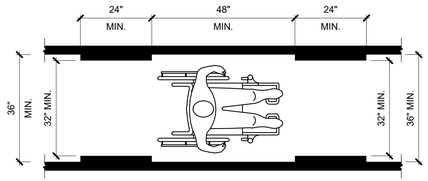
15 308.2.1 UNOBSTRUCTED FORWARD REACH
1/2" = 1'-0"



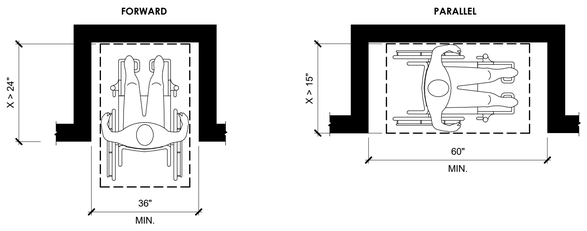
4 305.5 POSITION OF CLEAR FLOOR SPACE
1/2" = 1'-0"



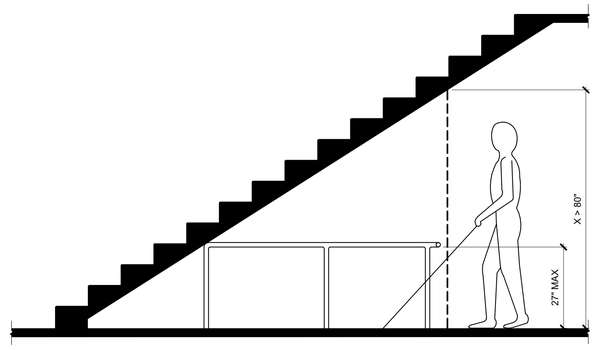
8 307.2 LIMITS OF PROTRUDING OBJECTS
1/2" = 1'-0"



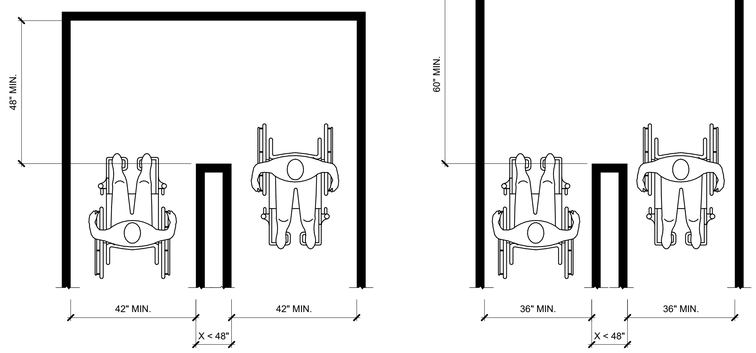
12 403.5 CLEAR WIDTH OF AN ACCESSIBLE ROUTE
1/2" = 1'-0"



5 305.7 MANEUVERING CLEARANCE IN AN ALCOVE
1/2" = 1'-0"



9 307.4 REDUCED VERTICAL CLEARANCE
1/2" = 1'-0"



13 403.5.1 CLEAR WIDTH AT 180° TURN
1/2" = 1'-0"

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:44 PM
PROJECT NO:	2023, 1102
DRAWN BY:	Author
CHECKED BY:	Checker

REVISIONS	
DATE:	
REV	DESCRIPTION

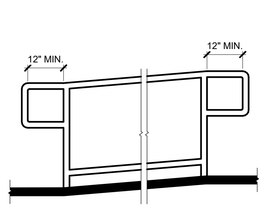
SHEET TITLE

ACCESSIBILITY DETAILS

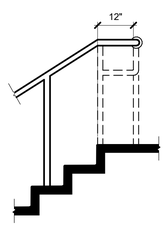
SHEET NUMBER

G011

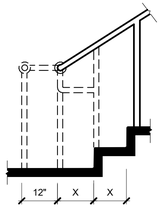
NOTE: ALL STAIRS AND HANDRAILS TO BE ANSI A117.1 COMPLIANT



TOP HANDRAIL EXTENSION
(RAMP)



TOP HANDRAIL EXTENSION
(STAIR)



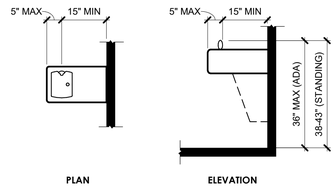
NOTE: X = TREAD DEPTH

BOTTOM HANDRAIL EXTENSION
(STAIR)

HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE EQUAL TO ONE TREAD DEPTH BEYOND THE BOTTOM TREAD NOSING.

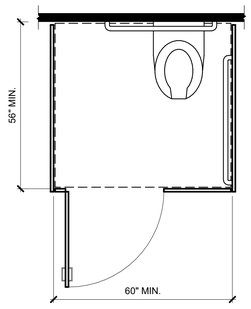
EXTENSIONS SHALL RETURN TO A:
1. WALL
2. GUARD
3. LANDING SURFACE
4. BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.

1 505.10.1-3 HANDRAIL EXTENSIONS
1/2" = 1'-0"

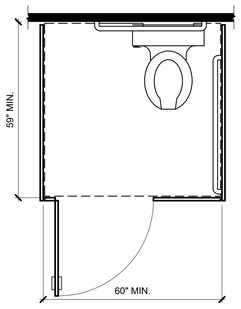


PLAN **ELEVATION**

2 602.5 DRINKING FOUNTAIN SPOUT LOCATION
1/2" = 1'-0"

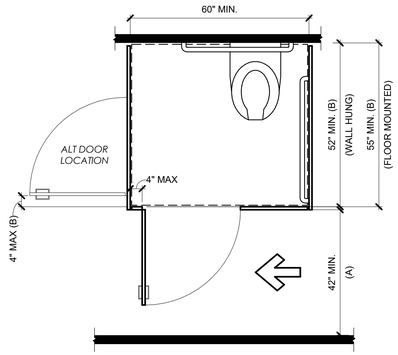


WALL HUNG WATER CLOSET
(A)

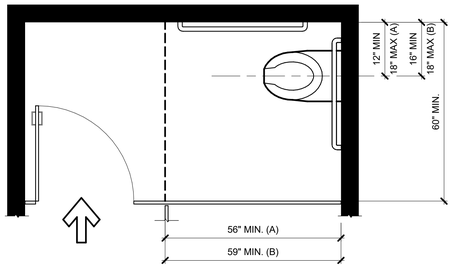


FLOOR MOUNTED WATER CLOSET
(A)

3 604.9.2-3.1 ADA TOILET COMPARTMENT SIZE
1/2" = 1'-0"



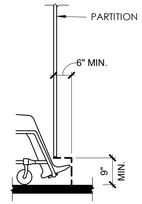
FRONT PARTITION (A) **SIDE PARTITION** (B)



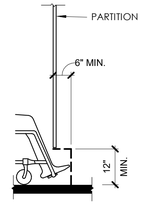
WALL MOUNTED - ADULT
(A)

FLOOR MOUNTED - ADULT
WALL/FLOOR MOUNTED - CHILDREN
(B)

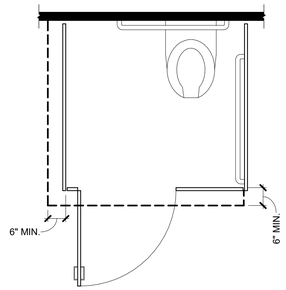
4 604.9.3.1 ADA STALL DOOR OPENINGS - ALTERNATE
1/2" = 1'-0"



ELEVATION - ADULT
(A)

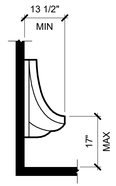


ELEVATION - CHILDREN
(B)

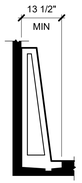


PLAN
(C)

5 604.9.5 ADA STALL TOE CLEARANCE
1/2" = 1'-0"

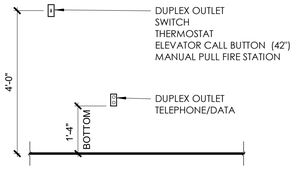


WALL HUNG TYPE
(A)

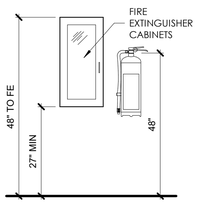


STALL TYPE
(B)

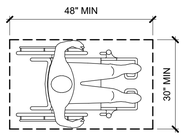
6 605.2 HEIGHT AND DEPTH OF URINALS
1/2" = 1'-0"



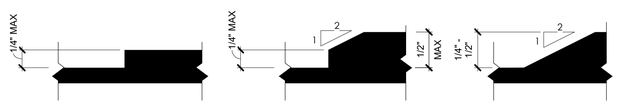
7 SWITCH/OUTLET HEIGHTS
1/2" = 1'-0"



8 F.E.C. HEIGHT
1/2" = 1'-0"



9 305.3 SIZE OF CLEAR FLOOR SPACE
1/2" = 1'-0"



10 303.3 BEVELED CHANGES IN LEVELS
12" = 1'-0"

SEAL

ZONE ARCH Studio
222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:44 PM
PROJECT NO:	2023, 1102
DRAWN BY:	Author
CHECKED BY:	Checker

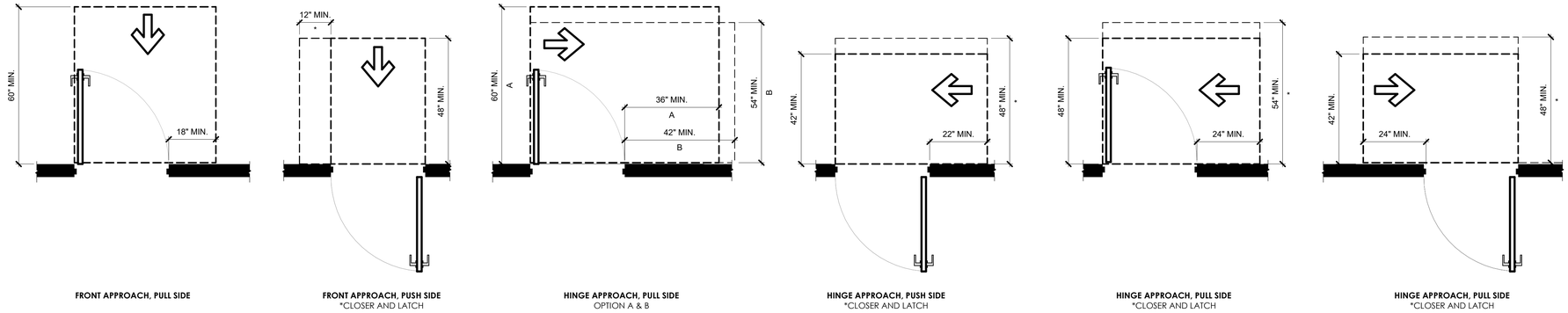
REVISIONS	
DATE:	
REV	DESCRIPTION

SHEET TITLE

ACCESSIBILITY DETAILS

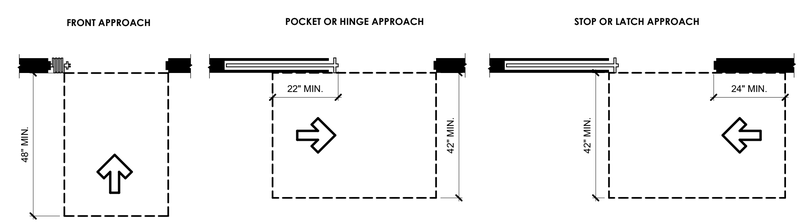
SHEET NUMBER

G012

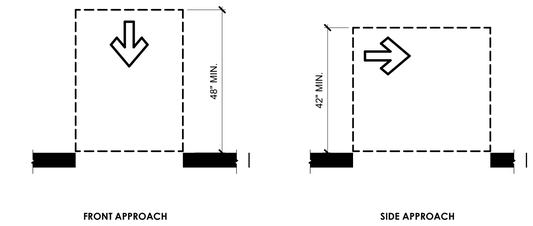


FRONT APPROACH, PULL SIDE | **FRONT APPROACH, PUSH SIDE** *CLOSER AND LATCH | **HINGE APPROACH, PULL SIDE** OPTION A & B | **HINGE APPROACH, PUSH SIDE** *CLOSER AND LATCH | **HINGE APPROACH, PULL SIDE** *CLOSER AND LATCH | **HINGE APPROACH, PULL SIDE** *CLOSER AND LATCH

1 404.2.3.2 MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS
1/2" = 1'-0"

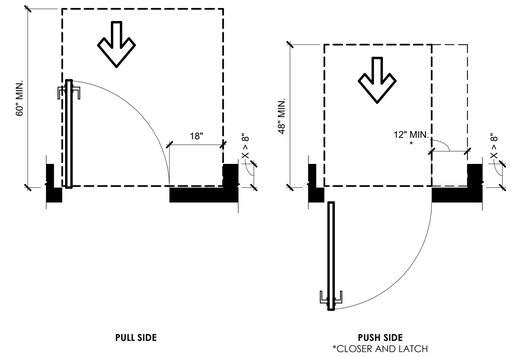


2 404.2.3.3 MANEUVERING CLEARANCE AT SLIDING AND FOLDING DOORS
1/2" = 1'-0"



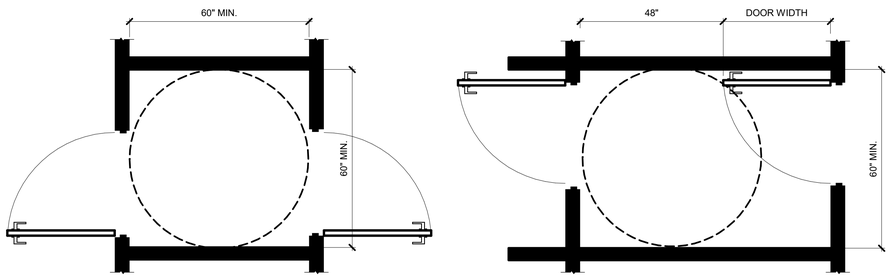
FRONT APPROACH | **SIDE APPROACH**

3 404.2.3.4 MANEUVERING CLEARANCE AT DOORWAYS WITHOUT DOORS
1/2" = 1'-0"



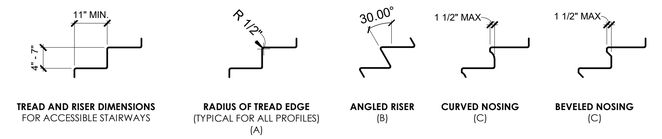
PULL SIDE | **PUSH SIDE** *CLOSER AND LATCH

4 404.2.3.5 MANEUVERING CLEARANCE AT RECESSED DOORS
1/2" = 1'-0"



5 404.2.5 TWO DOORS IN A SERIES
1/2" = 1'-0"

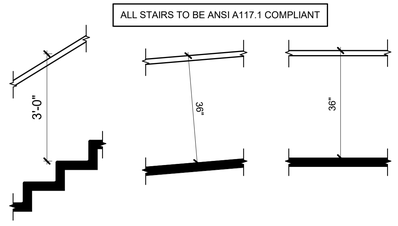
NOTE: ALL STAIRS TO BE ANSI A117.1 COMPLIANT



TREAD AND RISER DIMENSIONS FOR ACCESSIBLE STAIRWAYS | **RADIUS OF TREAD EDGE** (TYPICAL FOR ALL PROFILES) (A) | **ANGLED RISER** (B) | **CURVED NOSING** (C) | **BEVELED NOSING** (C)

8 504.2-5 TREADS AND RISERS FOR ACCESSIBLE STAIRWAYS
1/2" = 1'-0"

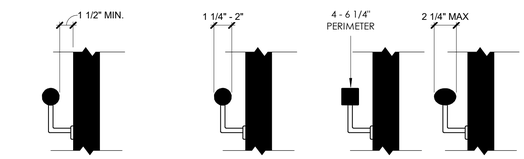
ALL STAIRS TO BE ANSI A117.1 COMPLIANT



STAIRS (A) | **RAMPS** (B) | **WALKING SURFACES** (C)

NOTE: DIMENSIONS TO TOP OF GRIPPING SURFACE FROM WALKING SURFACES, STAIR NOSINGS, AND/OR RAMP SURFACES

9 505.4 HANDRAIL HEIGHT
1/2" = 1'-0"



CLEARANCE FROM WALL | **CIRCULAR** (A) | **NON-CIRCULAR** (B) (C)

10 505.5-7 HANDRAIL CLEARANCE AND CROSS SECTION
1 1/2" = 1'-0"

SEAL

ZONE ARCH Studio
222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:45 PM
PROJECT NO:	2023, 1102
DRAWN BY:	Author
CHECKED BY:	Checker

REVISIONS	
DATE:	
REV	DESCRIPTION

SHEET TITLE

ACCESSIBILITY DETAILS

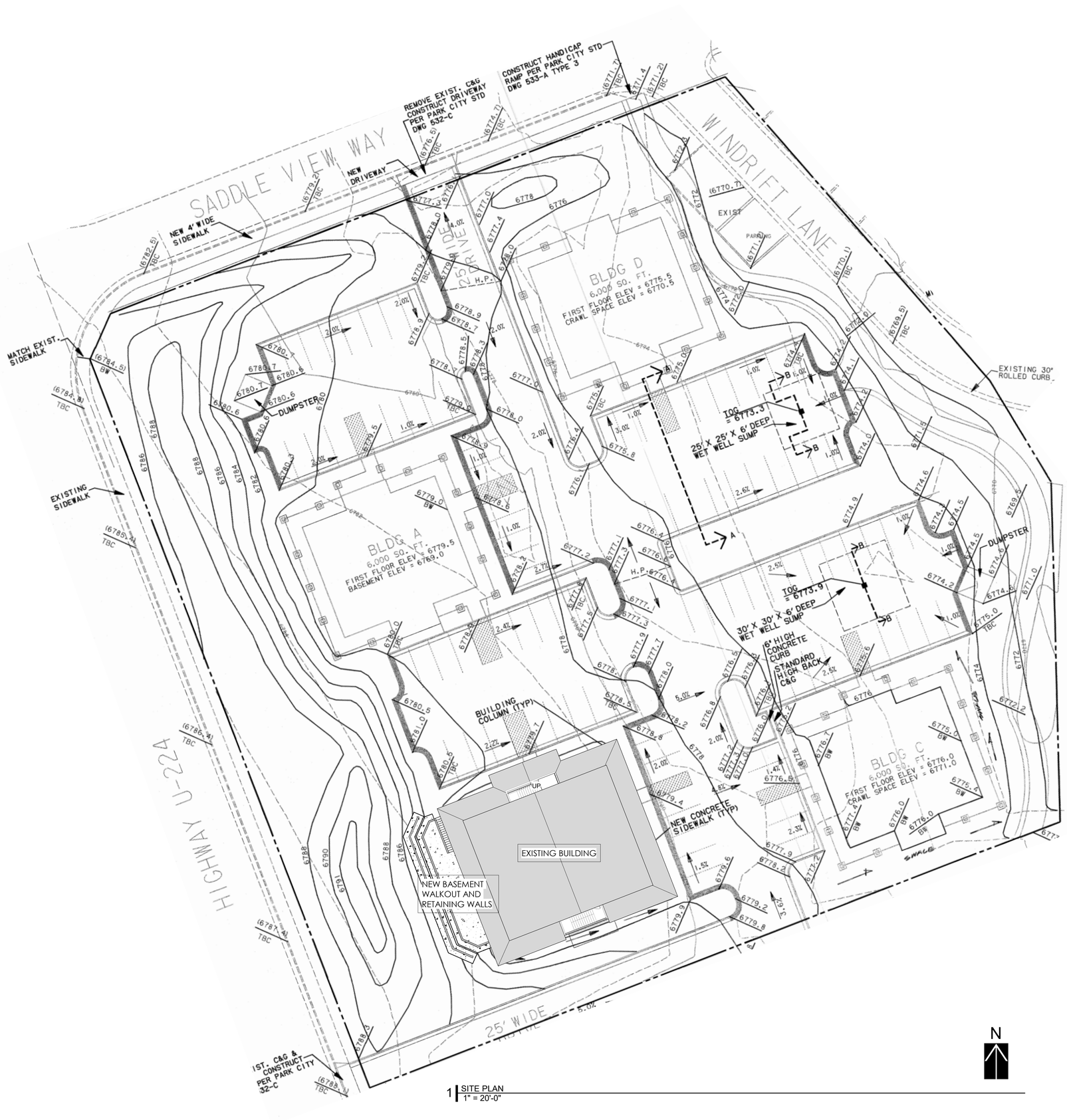
SHEET NUMBER

G013

SEAL

GENERAL NOTES - ARCHITECTURAL SITE

1. CONSTRUCTION LIMIT LINE TO BE BACK OF EXISTING CURB OR AS OTHERWISE NECESSARY TO COMPLETE ALL WORK WITHIN THE CONTRACT.
2. LANDSCAPE UNDER SEPARATE CONTRACT, U.N.O.
3. ADA STALLS AND PATHWAYS TO MEET ALL REQUIREMENTS OF ANSI A117.1.
4. SITE PLAN SHOWN IS GRADING AND DRAINAGE PLAN PRODUCED BY THE SEAR-BROWN GROUP, DATED JANUARY 13, 1995.



1 SITE PLAN
1" = 20'-0"

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222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:45 PM
PROJECT NO:	2023, 1102
DRAWN BY:	---
CHECKED BY:	Checker

REVISIONS	
DATE:	
REV	DESCRIPTION

SHEET TITLE

ARCHITECTURAL SITE PLAN

SHEET NUMBER

AS100

PHASE LEGEND

= NEW CONSTRUCTION

= EXISTING CONSTRUCTION (TO REMAIN)

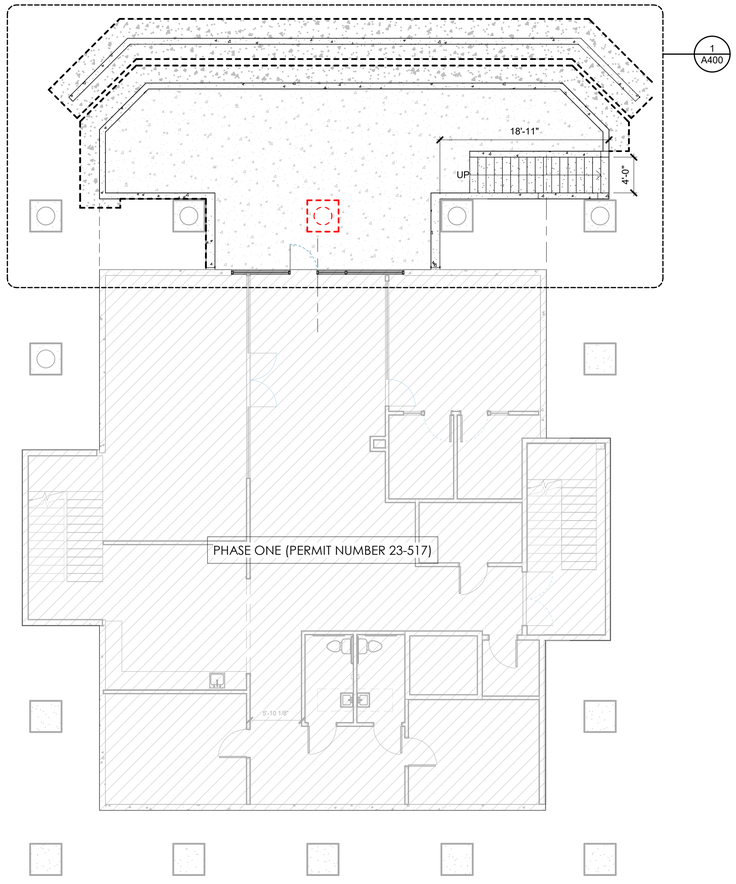
= TO BE DEMOLISED

GENERAL NOTES - FLOOR PLAN

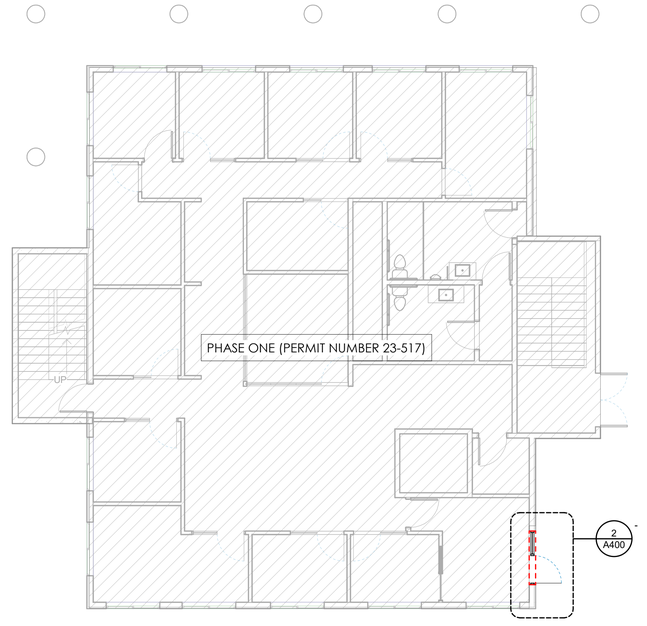
1. CONTRACTOR TO PROVIDE METAL CASING BEADS, DRIP SCREEDS, EXPANSION JOINTS, EIFS REVEALS, AND FLASHING PER MANUFACTURERS REQUIREMENTS.
2. OPENINGS ARE DIMENSIONED TO FINISH FACE OF OPENING, U.N.O.
3. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO BEGINNING WORK. ANY DISCREPENCIES SHOULD BE COORDINATED WITH ARCHITECT.

DEMOLITION KEYNOTES

NUMBER	DESCRIPTION
01	EXISTING FOUNDATION WALL OPTNING CUT FOR OPENING TO RECEIVE GLASS WALL, SIDELIT, AND DOOR.
02	EXISTING WINSOW REMOVED AND OPENING EXPANDED TO FLOOR. REPLACED WITH NEW MAN DOOR AND SIDELITE.
03	EXISING PIER AND FOOTING REMOVED. (RE: STRUCTURAL FOR NEW STRUCTURAL REQUIREMENTS)
04	NEW RETAINING WALL TO ALIGN WITH EXISTING EXTERIOR WALL
05	NEW STRUCTURAL FOOTING (RE: STRUCTURAL)
06	NEW 8" RETAINING WALL (RE: STRUCTURAL)
07	NEW 12" RETAINING WALL (RE: STRUCTURAL)



1 BASEMENT LEVEL (OVERALL)
1/8" = 1'-0"



2 LEVEL 1 (OVERALL)
1/8" = 1'-0"

SEAL

ZONE ARCH Studio
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SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION	
DATE:	7/27/2023 4:21:45 PM
PROJECT NO:	2023, 1102
DRAWN BY:	Author
CHECKED BY:	Checker

REVISIONS	
DATE:	
REV	DESCRIPTION

SHEET TITLE

OVERALL FLOOR PLANS (OVERALL)

SHEET NUMBER

A100

PHASE LEGEND

= NEW CONSTRUCTION

= EXISTING CONSTRUCTION (TO REMAIN)

= TO BE DEMOLISED

GENERAL NOTES - FLOOR PLAN

1. CONTRACTOR TO PROVIDE METAL CASING BEADS, DRIP SCREEDS, EXPANSION JOINTS, EIFS REVEALS, AND FLASHING PER MANUFACTURERS REQUIREMENTS.
2. OPENINGS ARE DIMENSIONED TO FINISH FACE OF OPENING, U.N.O.
3. FIELD VERIFY ALL EXISTING CONDITIONS AND THEIR COMPATIBILITY WITH NEW CONSTRUCTION PRIOR TO BEGINNING WORK. ANY DISCREPENCIES SHOULD BE COORDINATED WITH ARCHITECT.

DEMOLITION KEYNOTES

NUMBER	DESCRIPTION
01	EXISTING FOUNDATION WALL OPTNING CUT FOR OPENING TO RECEIVE GLASS WALL, SIDELIT, AND DOOR.
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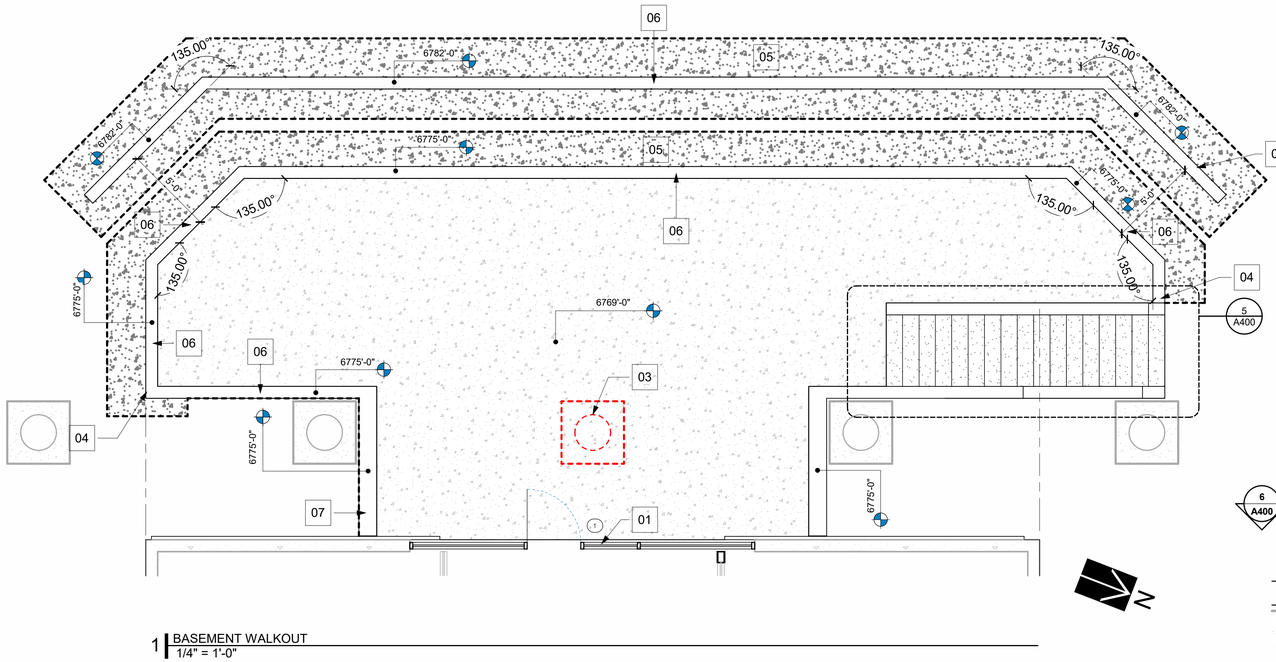
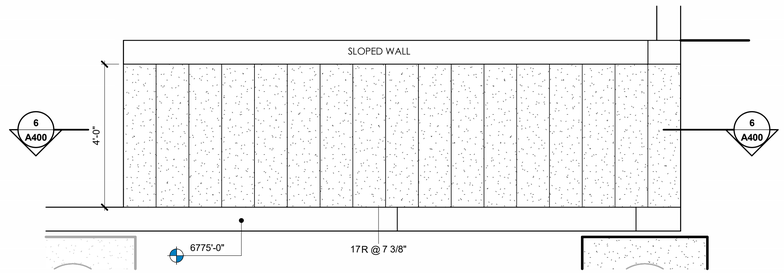
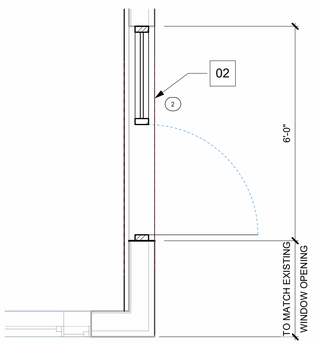
05	NEW STRUCTURAL FOOTING (RE: STRUCTURAL)
06	NEW 8" RETAINING WALL (RE: STRUCTURAL)
07	NEW 12" RETAINING WALL (RE: STRUCTURAL)



1 BASEMENT WALKOUT
1/4" = 1'-0"

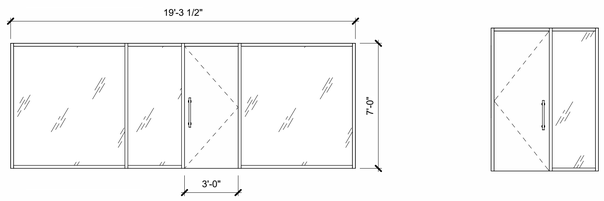


5 STAIR PLAN
1/2" = 1'-0"



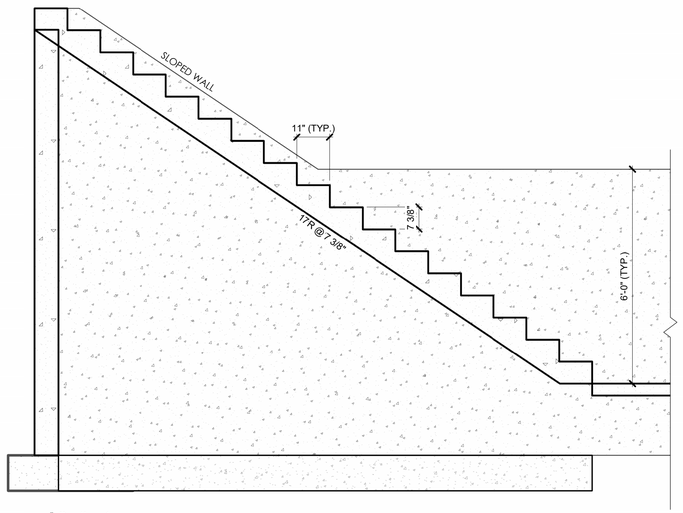
2 ENLARGED MD/SIDELITE
1/2" = 1'-0"

DOORS / STOREFRONT



DOOR TYPE 1

DOOR TYPE 2



6 Section 1
1/2" = 1'-0"

SEAL

ZONE ARCH Studio

222 SOUTH MAIN STREET,
SUITE 120
SALT LAKE CITY, UT 84101

BERKSHIRE HATHAWAY PHASE 2

SADDLEBACK BLDG.
2200 PARK AVENUE

PROJECT INFORMATION

DATE: 7/27/2023 4:21:49 PM

PROJECT NO: 2023, 1102

DRAWN BY: CBC

CHECKED BY: JH

REVISIONS

DATE:	REV	DESCRIPTION

SHEET TITLE

ENLARGED FLOOR PLANS

SHEET NUMBER

A400

ENTRY NO. 01203926
05/05/2023 10:00:13 AM B: 2779 P: 1916
Agreement PAGE 1/11
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY MARC M O'BRIEN

When Recorded Mail To:

Marc M. O'Brien
6340 South 3000 East
Suite 600
Salt Lake City, UT 84121

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into this 27 day of April, 2023, by and between the Saddleview Office Park Owners' Association, Inc., a Utah nonprofit corporation with an address of 2000 Park Avenue, Park City, Utah 84060 (the "Association" or "Grantor"), and Saddleview Utah Investors, LLC, a Utah limited liability company (the "Building B Owner" or "Grantee").

Recitals

A. The Association is the condominium owners' association for the Saddleview Office Park Condominium Project located in Park City, Utah (the "Project") under the Condominium Ownership Act (Utah Code Section 57-8-1 *et seq.*).

B. Building B Owner is the record owner of Building B in the Project.

C. The Project is depicted more particularly on Exhibit A attached hereto and incorporated herein by this reference, and Building B (Parcel No. SOP-B) is more particularly described on Exhibit B attached hereto and incorporated herein by this reference.

D. The Association desires to grant a blanket license to the Building B Owner to allow the Building B Owner to develop and expand a Building B outdoor patio area and to use and enjoy that area as Limited Common Area appurtenant to Building B, pursuant to the terms and conditions set forth herein.

Agreement

1. Grant of License. The Association, as Grantor, hereby grants to the Building B Owner, as Grantee, a license to develop and expand the lower level, outdoor area of Building B adjacent to Highway U-224 (the "Building B Outdoor Patio Area"), in accordance with the specifications and schematics attached hereto as Exhibit C and incorporated herein by this reference (the "Work"). The Association and the Building B Owner acknowledge and agree that the Work includes, without limitation, the installation of windows and an ingress/egress doorway on the lower level of Building B to access the Building B Outdoor Patio Area. The Building B Owner represents and warrants that the Work shall be done in accordance with plans approved by the Park City Building and/or Planning Departments,

and the Building B Owner shall obtain all necessary approvals and permits necessary for the performance of the Work. Owner further represents and warrants that the Work shall be done in a good and workmanlike manner by licensed and insured contractors.

2. Limited Common Area. It is intended that the Building B Outdoor Patio Area shall become Limited Common Area appurtenant to Building B and for the exclusive use of the Building B Owner. The Building B Owner, and all successors in interest to Building B, shall be responsible for all maintenance and repairs of the Building B Outdoor Patio Area, consistent with the Association's governing documents.

3. Covenants Run with the Land. This Agreement is a covenant running with the land and shall be binding upon the parties hereto, their heirs, successors in interest and assigns.

4. Governing Law. This Agreement is governed by the laws of the State of Utah.

[Signature Page Follows]

IN WITNESS WHEREOF, the Association and the Build have executed this Agreement to be effective as of the Effective Date.

Saddleview Office Park Owners' Association, Inc.

By: Robert C Rod
Name: Robert C Rodman
Title: President

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

On this the 27 day of April, 2023, personally appeared before me Robert C. Rodman who is personally known to me or proven on the basis of satisfactory evidence and duly acknowledged that he is the President of the Saddleview Office Park Owners' Association, Inc. and that he signed the foregoing on behalf of the Saddleview Office Park Owners' Association, Inc. In witness whereof, I have hereunto set my hand and official seal.

Notary Public - State of Utah
MARILYN BURRELL
Commission #710289
My Commission Expires
February 18, 2024

Notary Public

Saddleview Utah Investors, LLC

By:_____
Name: Raymond G. Kennedy Jr.
Title: Manager

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

On this the ____ day of April, 2023, personally appeared before me Raymond G. Kennedy Jr. who is personally known to me or proven on the basis of satisfactory evidence and duly acknowledged that he is the Manager of Saddleview Utah Investors, LLC and that he signed the foregoing on behalf of Saddleview Utah Investors, LLC. In witness whereof, I have hereunto set my hand and official seal.

_____

Notary Public

IN WITNESS WHEREOF, the Association and the Build have executed this Agreement to be effective as of the Effective Date.

Saddleview Office Park Owners' Association, Inc.

By: _____
Name: Robert C Rodman
Title: President

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

On this the 27 day of April, 2023, personally appeared before me Robert C. Rodman who is personally known to me or proven on the basis of satisfactory evidence and duly acknowledged that he is the President of the Saddleview Office Park Owners' Association, Inc. and that he signed the foregoing on behalf of the Saddleview Office Park Owners' Association, Inc. In witness whereof, I have hereunto set my hand and official seal.

Notary Public - State of Utah
MARILYN BURRELL
Commission #710289
My Commission Expires
February 18, 2024

_____
Notary Public

Saddleview Utah Investors, LLC

By: _____
Name: Raymond G. Kennedy Jr.
Title: Manager

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

On this the ____ day of April, 2023, personally appeared before me Raymond G. Kennedy Jr. who is personally known to me or proven on the basis of satisfactory evidence and duly acknowledged that he is the Manager of Saddleview Utah Investors, LLC and that he signed the foregoing on behalf of Saddleview Utah Investors, LLC. In witness whereof, I have hereunto set my hand and official seal.

SEE ATTACHED NOTARIAL CERTIFICATE

_____
Notary Public

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On May 2nd 2023 before me, Kelly Bigelow, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Raymond G. Kennedy Jr
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

KELLY BIGELOW
Notary Public - California
Orange County
Commission # 2305214
My Comm. Expires Sep 14, 2023

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: License Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2018 National Notary Association

Exhibit A

Project

SADDLE VIEW OFFICE PARK
PARK CITY, UTAH
GRADING AND DRAINAGE PLAN
THE SEAR-BROWN GROUP
SECTION A-A
OUTFALL CURB & GUTTER DETAIL
SECTION B-B SUMP DETAIL
LEGEND
SCALE: 1" = 20'
NORTH
SADDLE VIEW WAY
WINDRIFT LANE
HIGHWAY U-224
BLDG A
BLDG B
BLDG C
BLDG D
PARK CITY

Exhibit B

Building B

PARCEL NUMBER SOP-B, BUILDING B, SADDLEVIEW OFFICE PARK AUTAH EXPANDABLE CONDOMINIUM PROJECT ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 9412.5 SQ FT. TOGETHER WITH AN UND 27.4% INT IN THE COMMON AREA 1086-577 2262-1561

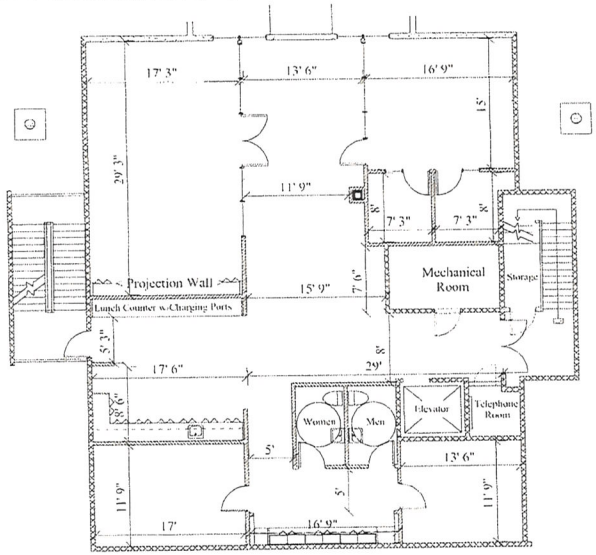
Exhibit C

Work/Building B Outdoor Patio Area

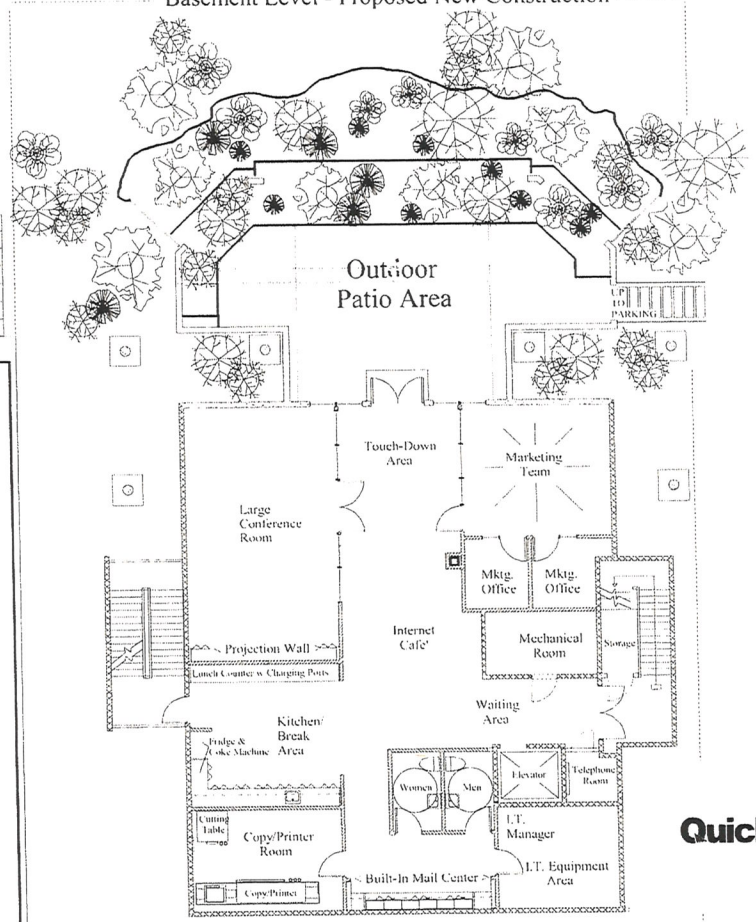
BERKSHIRE HATHAWAY
Home Services

Saddleview Bldg. B
2200 Park Avenue

Basement Level - Critical Dimensions Plan

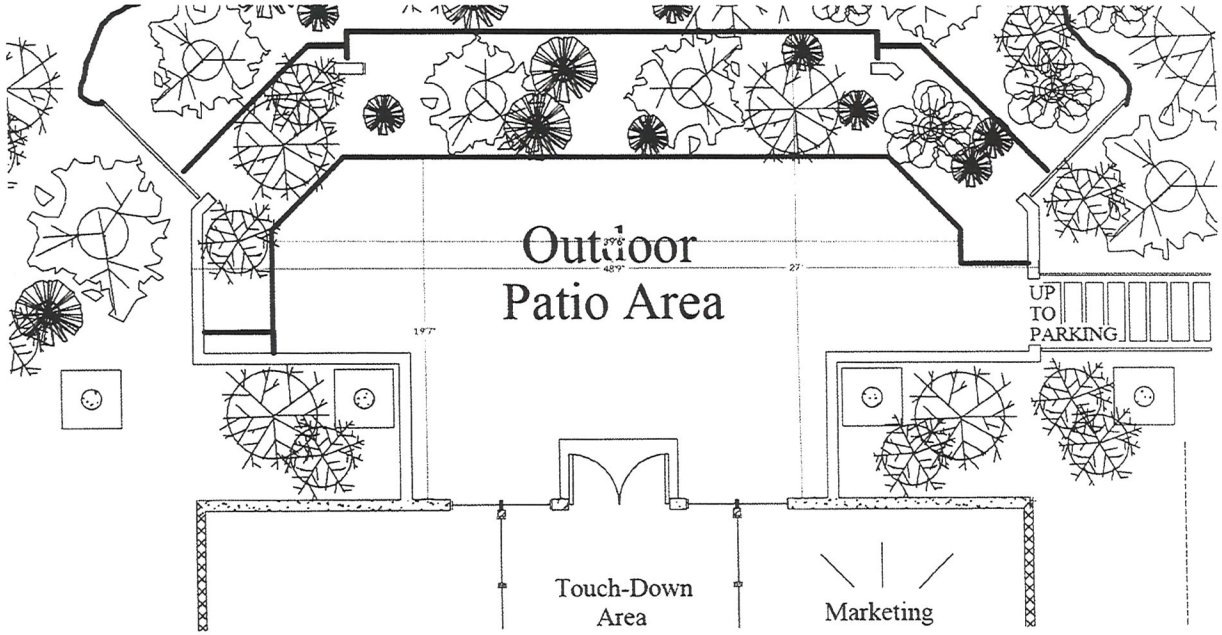


Basement Level - Proposed New Construction



QuickTurn concepts

Test Fit Space Plan


Outdoor
Patio Area
UP
TO
PARKING
Touch-Down
Area
Marketing

February 27, 1995

Saddleview L.L.C.
% Resort Realty Group, Inc.
P O Box 2190
Park City UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name: Saddleview Office Park

Project Description: Final Plat Application

Date of Meeting: February 22, 1995

Action Taken By Planning Commission: Forward a positive recommendation to City Council for the final condominium plat subject to the following conditions.

Conditions of Approval:

1. Prior to plat recordation the final plat, and the Condominium Declaration and Restrictive Covemants shall be reviewed and approved by the City Engineer, City Attorney, and City Council. The final plat shall reflect the designated utility easements as reviewed and approved by the City Engineer and the Final Conditions of Approval as approved by the Planning Commission on September 14, 1994. (Copy attached.)
2. Prior to plat recordation the applicant shall post a security, in a form acceptable to the City Attorney, in an amount equal to 125% of the cost of public improvements as estimated by the City Engineer. The public improvements shall include the costs for installation and maintenance of the 4' sidewalk and 10' trail.
3. A basement will be allowed in Building B, of which a maximum of 800 square feet will be habitable space and subject to parking requirements as outlined in the Land Management Code. The balance of the square footage in the basement level of Building B shall be utilized as uninhabitable storage space. Uninhabitable crawl space and basement space shall be allowed in Buildings A, C, and D for storage space use only. A note to this effect shall be added to the plat.

RECEIVED
MAR 10 1995
PARK CITY
PLANNING DEPT.

He also remarked that the Planning Commission had forwarded to the City Council a desire to allocate funds to conduct an air quality survey and wondered why that issue had not been discussed at the City Council retreat. Director Lewis explained that he intended to include it in the annual budget process along with a transportation study. It could be addressed in the planning budget as consultant work or as a special budget item in the capital improvements.

IV. PUBLIC HEARINGS/ACTION ITEMS

1. Evergreen Subdivision, plat amendment revising limits of disturbance

The Staff recommended that this item be continued until March 22. Director Lewis remarked that the matter would be re-noticed.

Chair Child opened the public hearing.

There was no public input.

MOTION: Commissioner Erickson moved to CONTINUE the public hearing and action on Evergreen Subdivision. Commissioner Fred Jones seconded the motion.

VOTE: The motion passed unanimously.

2. Saddleview Office Park - Application for Final Condominium Plat

Due to a conflict of interest, Commissioner Erickson abstained from discussing and voting on this matter.

Planner Ryan reviewed the application for a plat recommendation to the City Council. One of the conditions of approval stated that all final conditions of approval approved by the Planning Commission on September 14 and attached as an exhibit were included as part of the plat. They included landscaping, lighting and signage. The second recommendation for the condition was the standard posting of a security for the landscaping.

Planner Ryan reported that she had received letters from Bob VanCamp and Myra and Ed Strachan, owners of Windrift Condominiums. Both had concerns about the location of the dumpster and the lighting and requested that every measure be taken to minimize the screening for the dumpster and the glare from the lighting. The Planning Commission had addressed both issues through the final conditions of approval and through the building permit process the Staff would make sure they are addressed.

Chair Child opened the public hearing.

Commissioner Tesch was confused by the addition of full basements to Buildings A & B at 3,700 square feet each. He asked if the parking requirement had been figured on a square footage basis in the original approval. Planner Ryan responded that a condition of approval indicated that the four structures would be 6,000-square-foot, two-story structures. The parking was calculated from those figures. A deed restriction would be placed as a plat note indicating that crawl and basement space was prohibited from becoming leasable office space without requiring additional parking spaces. Should the owners ever want to convert the space, they must return to the Planning Commission to address parking and other impacts. Commissioner Tesch stated that he remembered asking the applicant for underground parking and was told that it was hydrologically impossible. Mr. Richard Dudley, representing the applicant, replied that was one of the arguments, but the primary argument against underground parking was the cost. Commissioner Tesch asked if the basement would be used strictly for storage. Mr. Dudley stated that one of the tenants intended to use it for conference space, but it would not increase the population of the building or the leased space and would not affect parking. Commissioner Tesch questioned the ethics of starting with a 6,000-square-foot building on two floors which now appeared to be a occupied on three floors without additional parking.

Commissioner Klingenstein agreed with Commissioner Tesch and recalled that the Planning Commission was told that it was impossible to put any parking underground because of water. The Staff report stated the use as storage, and Mr. Dudley had mentioned the use of a conference room. Commissioner Klingenstein could see a possible proliferation of uses for the basements without regard to parking. He voted against the project the first time, and intended to continue to vote against it.

After reading the Staff report, Commissioner Jones did not think the basement space was intended for anything but storage. If it was used as habitable space, it would obviously impact parking. Planner Ryan understood that the use was to be strictly storage, which was the reason for placing a deed restriction on the plat. If it was converted to usable space, there would be parking impacts.

Commissioner Diane Zimney liked the idea of storage space and felt if it was used as habitable space the parking requirement should automatically kick in. Mr. Dudley indicated that there are currently extra parking spaces that could be calculated in for the basement use.

Commissioner Tom Calder asked about the type of space and asked if the Fire Marshall would allow conference meetings. Mr. Dudley stated that they were allowed with two entries. Commissioner

Calder was not concerned with the proposed use, but he questioned how it could be controlled. He wondered at what point the space would go beyond being used just by the tenants in the building. If it attracted outside people, it would create a parking impact.

Commissioner Tesch felt storage should be counted as square footage for parking calculations. If the storage room was located on the first or second floor it would be considered, and he did not feel it should be excluded because it was in the basement. Mr. Dudley explained that original calculations without the basement put the parking requirement at 96, spaces and the project currently had 98.

Commissioner Calder asked Planner Ryan to read the wording on the deed restriction. She read as follows:

> "Basements shown on this plat shall not be separately sold, rented or leased and shall be for the use of the tenants of the building above the individual basement. Use of the basements may not increase occupancy or parking as required by the Park City Land Management Code. Changes to the use, occupancy or changes to required parking shall be subject to approval by the Park City Planning Commission."

Chair Child clarified that, according to the deed restriction, the basement could not be used as a conference room.

Director Lewis indicated that in his conversations with Mr. Dudley conference rooms were never discussed, and Mr. Dudley had only mentioned storage room use. In the case of Saddleview Office Park, the concern was with parking, but the Staff felt it could be handled through a deed restriction because the basement did not increase the visible bulk of the building. Storage use seemed like a reasonable request with the addition of a deed restriction.

Commissioner Jones felt the deed restriction should be better clarified since Mr. Dudley assumed that a conference room was within the boundaries of the deed restriction. Director Lewis was concerned with the idea of a conference room because it could be rented out to other agents or businesses and could increase the parking.

Commissioner Tesch was concerned with the rule of not counting the square footage of anything 80% below ground. In theory, a commercial building could go three stories below ground without increasing the parking requirement. Director Lewis replied that the use must be considered as well. If the use would generate parking, it would be counted as usable floor area and parking demand would be considered.

Chair Child asked the Commissioners if they had a problem with the ability to provide storage without additional parking.

Commissioner Tesch stated that he did have a problem with the principle, and he felt they needed something more concrete than just the fact that storage in a basement doesn't count.

Commissioner Calder did not think that storage would impact parking and had the potential to decrease traffic impacts from trips to and from outside storage facilities. Commissioner Jones agreed with Commissioner Calder on the merits of on-site storage. If the space was contemplated in any way to be habitable, it would impact parking, but unfinished, uninhabitable storage space was acceptable. Commissioner Zimney agreed with Commissioners Calder and Jones.

Commissioner Klingenstein felt the definition should be more black and white. He did not favor the entire project, but agreed that the basements should be storage only.

Chair Child asked the Commissioners if they wanted to address allowing a level of habitable space such as a conference room.

Mr. Dudley remarked that the hydrology under the buildings was of concern, and he suggested a new proposal. The project had room to add two parking spaces without infringing on the 60% open space. This would provide four parking spaces over the requirement and allow one 800-square-foot conference room with the rest of the basement designated for storage. He proposed this as an amendment to the condominium plat presented to the Planning Commission. The crawl space would remain in the other buildings.

Chair Child asked Director Lewis for his comments regarding policy and procedure if the Commissioners chose to accept the amended proposal. Director Lewis explained that the project would go before the City Council for final action, and if the Planning Commission accepted the amendment, the Staff would have time to review the matter and add notes to the plat before the City Council meeting.

The Commissioners agreed to accept the amendment to the proposal. Commissioner Tesch was comfortable with the compromise on Saddleview Office Park, but he wanted a more definitive decision regarding basements for future projects.

Commissioner Klingenstein asked about the dumpster issue addressed by the Windrift homeowners. Planner Ryan explained that the homeowners had asked that the dumpsters be screened and not located within their view. Planner Ryan was working with the applicant to make the dumpsters less visible.

MOTION: Commissioner Jones moved to forward a POSITIVE recommendation to the City Council for the final condominium plat for the Saddleview Office Park subject to the conditions of approval 1 and 2 as outlined in the staff report with a third condition stating that a basement would be allowed in Building B with a maximum of 800 square feet of habitable space with the balance to be restricted as uninhabitable storage space subject to satisfaction of the Staff that the parking requirement can be met on the site in an appropriate fashion. Crawl space for storage use only would be allowed in the other three buildings. Commissioner Calder seconded the motion.

VOTE: The motion passed 4-1 with Commissioners Calder, Jones, Tesch, and Zimney voting in favor of the motion and Commissioner Klingenstein voting against the motion. Commissioner Erickson abstained from the vote.

Conditions of Approval - Saddleview Office Park

1. Prior to plat recordation, the final plat and the Condominium Declaration and Restrictive Covenants shall be reviewed and approved by the City Engineer, City Attorney, and City Council. The final plat shall reflect the designated utility easements as reviewed and approved by the City Engineer and the Final Conditions of Approval as approved by the Planning Commission on September 14, 1994.

2. Prior to plat recordation, the applicant shall post a security, in a form acceptable to the City Attorney, in an amount equal to 125% of the cost of public improvements as estimated by the City Engineer. The public improvements shall include the costs for installation and maintenance of the 4' sidewalk and 10' trail.

3. A basement will be allowed in Building B, of which a maximum of 800 square feet will be habitable space and subject to parking requirements as outlined in the Land Management Code. The balance of the square footage in the basement level of Building B shall be utilized as uninhabitable storage space. Uninhabitable crawl space and basement space shall be allowed in Buildings A, C, and D for storage space use only. A note to this effect shall be added to the plat.

3. 1912 Sidewinder Drive, Bellemarc Building, CUP for Signage

Planning Assistant Jennifer Duane reported that the Bellemarc building houses two uses--retail on the first level and office space on the second level. The primary focus of signage plans for office buildings must be on identification of the building, and individual tenants may be identified by using small letters near

Ordinance No. 95-16

AN ORDINANCE APPROVING THE FINAL PLAT OF CONDOMINIUM PLAT FOR SADDLEVIEW OFFICE PARK, LOCATED AT 2200 HIGHWAY 224, PARK CITY, UTAH

WHEREAS, the owners of the property known as the Saddleview Office Park petitioned the Planning Commission for approval of the condominium final plat; and

WHEREAS, proper notice was sent and the Planning Commission held a public hearing to receive input on the proposed plat on February 22, 1995; and

WHEREAS, on February 22, 1995, the Planning Commission approved the final condominium plat attached hereto as Exhibit A;

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

SECTION 1. CONCLUSIONS OF LAW. The City Council concludes that it is in the best interest of Park City to approve the final plat and neither the public nor any person will be materially injured by the proposed plat.

SECTION 2. PLAT APPROVAL. The final condominium plat is approved as shown on the attached Exhibit B with the following conditions:

1. Prior to plat recordation, the final plat and the Condominium Declaration and Restrictive Covenants shall be reviewed and approved by the City Engineer and City Attorney. The final plat shall reflect the designated utility easements as reviewed and approved by the City Engineer and the Final Conditions of Approval as approved by the Planning Commission on September 14, 1994 and February 22, 1995.

2. Prior to plat recordation, the applicant shall post a security, in a form acceptable to the City Attorney, in an amount equal to 125% of the cost of public improvements as estimated by the City Engineer. The public improvements shall include the costs for installation and maintenance of the 4' sidewalk and 10' trail.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately.

PASSED AND ADOPTED this 20th day of April, 1995.

PARK CITY MUNICIPAL CORPORATION

Mayor Bradley A. Olch

Attest:

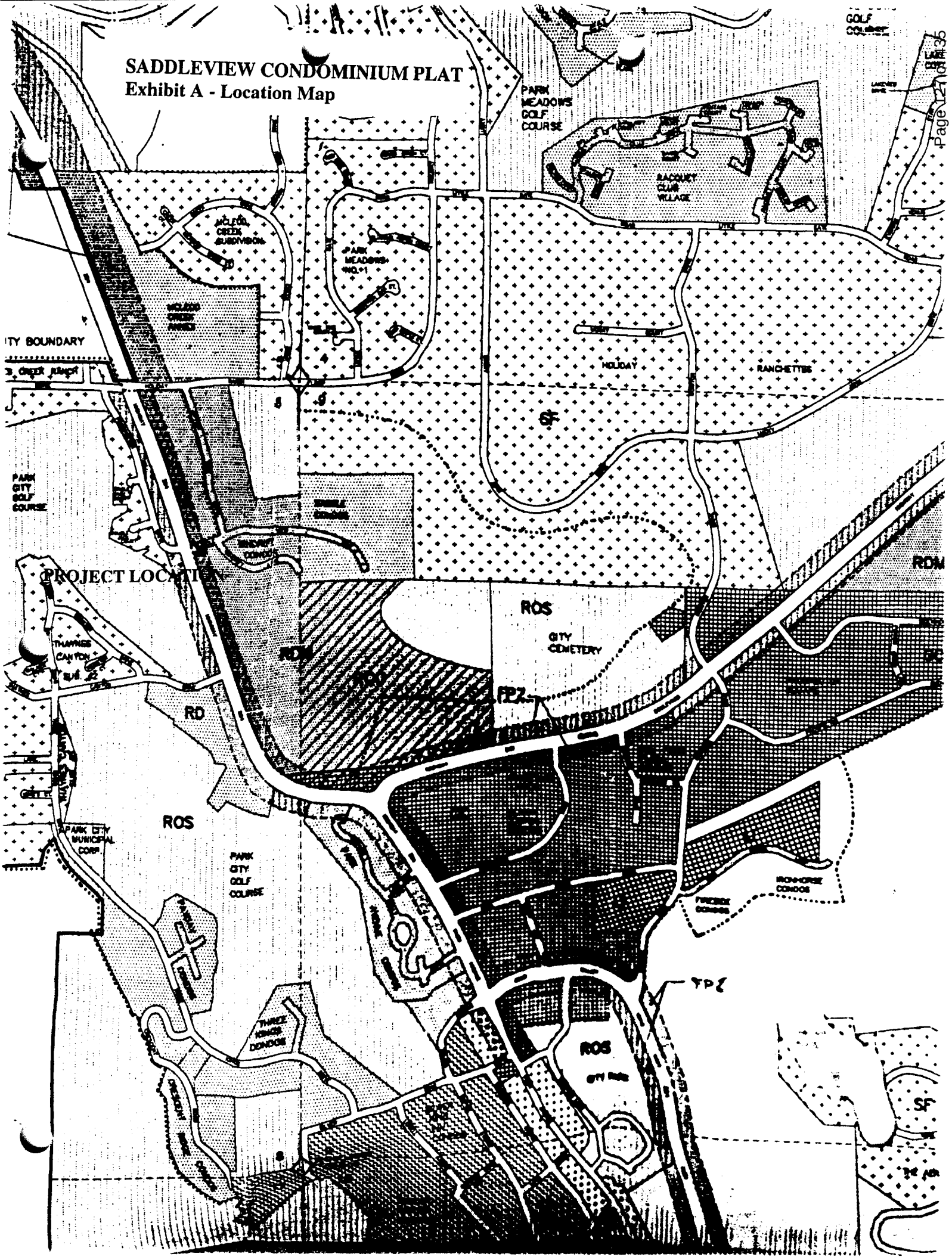
Janet M. Scott, Deputy City Recorder

Approved as to form:

Mark D. Harrington, Asst. City Attorney

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1, 1884

SADDLEVIEW CONDOMINIUM PLAT
Exhibit A - Location Map



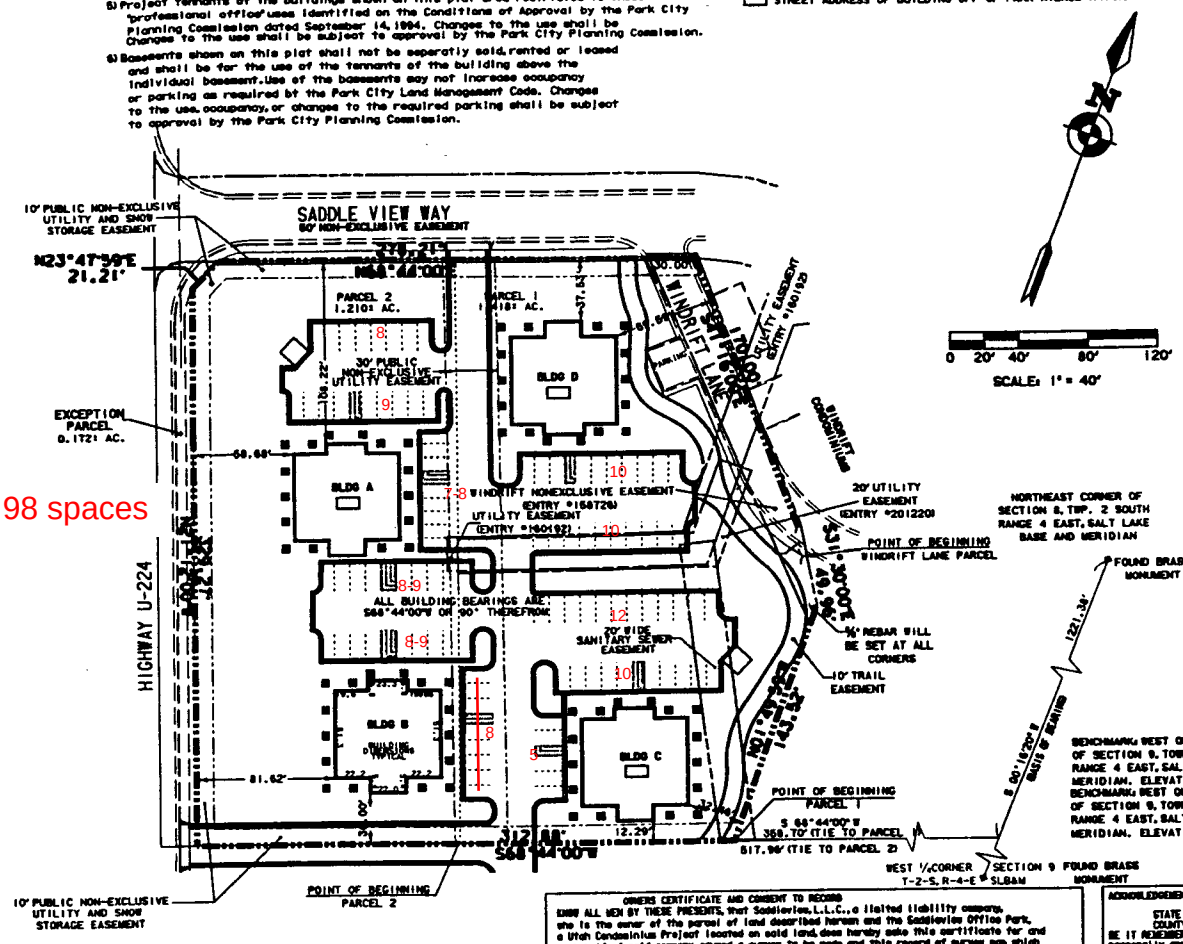
SADDLEVIEW CONDOMINIUM PLAT

Exhibit B - Final Condominium Plat

Note: This property is subject to the following unplattable easements:
1) Easement to B & C Co. recorded as entry no. 136289 in book 88, page 98.
2) Right-of way and easement to Mountain Fuel Supply Co. recorded as entry no. 160612 in book 144, page 151.
3) Right-of-way and easement to Mountain States Telephone and Telegraph Company recorded as entry no. 162585 in book 148, page 712.
4) Conditions and restrictions stated in Special Warranty Deeds from Royal Street Land Co. recorded as entries no. 156626 in book 134, page 832, no. 158727 in book 136, page 635, no. 168837 in book 163, page 426, no. 170970 in book 167, page 692 and no. 201220 in book 248, page 21.
5) Project tenants of the buildings shown on this plat are restricted to those "professional office" uses identified on the Conditions of Approval by the Park City Planning Commission dated September 14, 1994. Changes to the use shall be Changes to the use shall be subject to approval by the Park City Planning Commission.
6) Basements shown on this plat shall not be separately sold, rented or leased and shall be for the use of the tenants of the building above the individual basement. Use of the basements may not increase occupancy or parking as required by the Park City Land Management Code. Changes to the use, occupancy, or changes to the required parking shall be subject to approval by the Park City Planning Commission.

REFERENCES:
1) An abstract of title by [illegible] Title Agency, having order no. 00004975, dated Dec. [illegible].
2) A topographic map by Allied [illegible] Engineering, Inc., having Job no. 28-3-94.
3) A map entitled "Record of Survey Map, Windrift Condominiums" by J.J. Johnson & Associates.

STREET ADDRESS OF BUILDING OFF OF PARK AVENUE (TYP.).



98 spaces

SURVEYORS CERTIFICATE

I, Keith R. Russell, a registered Utah Land Surveyor holding Certificate [illegible] consel Number 164386 do hereby certify that I have Surveyed the following Tract [illegible] as

All that piece or parcel of property situate in Section 8, Township 2 South, Range 4 East, Salt Lake Base and Meridian, being more particularly described as follows:

Parcel 1:
Beginning at a point which is South 00°16'20" East, along the Section Line, 1221.34 feet and South 68°44'00" East, 386.70 feet from the Northwest corner of Section 8; thence North 1°50'00" East, 143.62 feet to a point; thence North 31°30'00" West, 49.96 feet to a point; thence North 61°10'00" East, 170 feet to a point; thence South 68°44'00" East, 140.00 feet to a point; thence South 21°16'00" East, 344.29 feet to a point; thence North 68°44'00" East, 198.27 feet to the point of beginning, being 61,1731 square feet or 1.418 acres, more or less.

Subject to and together with a 80.00 foot wide non exclusive easement described as follows:

Beginning at a point which is South, 99.50 feet and East 1186.06 feet from the northwest corner of Section 8, and South 21°16'00" East along the easterly right-of-way line of State Highway U-224 ALS. 40 Alt.)1064.30 feet; said point being on a curve to the left, the radius point being North 68°44'00" East, 15.00 feet; thence Southeasterly along the arc of said curve, 23.56 feet to a point of tangency; thence North 68°44'00" East, 320.00 feet to a point of curvature of a 150.00 foot radius curve to the right; thence easterly along the arc of said curve 67.46 feet to a point of tangency; thence South 88°30'00" East, 412.71 feet to the east line of said Section 8; thence South 00°16'20" East, along said east line, 80.14 feet to a point; thence North 88°30'00" West, 416.41 feet to the point of curvature of a 100.00 foot radius curve to the left; thence easterly along the arc of said curve, 44.87 feet to the point of tangency; thence South 68°44'00" West, 320.00 feet to the point of curvature of a 15.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, 23.56 feet to a point of tangency, said point being on the easterly right-of-way line of said State Highway; thence North 21°16'00" West, along said right-of-way line, 80.00 feet to the point of beginning.

Parcel 2:
Beginning at a point which is South 00°16'20" East, 1221.34 feet along the section line, and South 68°44'00" East 617.98 feet from the northwest corner of Section 8; thence North 21°16'00" East, 344.29 feet to a point; thence South 68°44'00" East, 160.00 feet to the point of curvature of a 15.00 foot radius curve to the left, the radius point of which bears South 21°16'00" East, 15.00 feet; thence Southeasterly along the arc of said curve, 23.56 feet to a point of tangency; said point being on the easterly right-of-way line of State Highway U-224 ALS. 40 Alt.; thence South 21°16'00" East, along said right-of-way line, 329.25 feet to a point; thence North 68°44'00" East, 175.00 feet to the point of beginning, being 80,1971 square feet or 1.362 acres, more or less.

Together with a non exclusive easement to utilize the following described real property:

Beginning at a point which is South, 99.50 feet and East 1186.06 feet from the northwest corner of Section 8, and South 21°16'00" East along the easterly right-of-way line of State Highway U-224 ALS. 40 Alt.)1064.30 feet; said point being on a curve to the left, the radius point being North 68°44'00" East, 15.00 feet; thence Southeasterly along the arc of said curve, 23.56 feet to a point of tangency; thence North 68°44'00" East, 160.00 feet to a point; thence South 21°16'00" East, 80.00 feet to a point; thence South 68°44'00" East, 160.00 feet to the point of curvature of a 15.00 foot radius curve to the left; thence Southeasterly along the arc of said curve, 23.56 feet to a point of tangency, said point being on the easterly right-of-way line of said State Highway; thence North 21°16'00" West, along said right-of-way line, 80.00 feet to the point of beginning.

Less and excepting the following parcels:

Beginning at the Southeast corner of said entire tract, which point is South 00°16'20" West, 1221.34 feet and South 68°44'00" East, 692.96 feet from the northwest corner of Section 8; thence North 21°16'00" East, 329.25 feet along the easterly boundary line of said Parcel 2 to a point of tangency of a 15.00 foot curve to the right; thence northerly and easterly along the arc of said curve 23.56 feet to a point; thence North 68°44'00" East, 21.21 feet to a point, said point being 66.00 feet distant easterly, measured at right angles, from the centerline of the aforesaid highway; thence South 21°12'00" East, along a line parallel to said centerline, 329.27 feet to the southerly boundary line of said Parcel 2; thence South 68°44'00" West, 21.29 feet to the point of beginning, being 7,481 square feet or 0.172 acres, more or less.

I further certify that the above description describes the land surface upon which Saddle Office Park is to be built, in accordance with the Utah Condominium Ownership Act. I further certify that reference markers shown on this plat are located as shown and are sufficient readily retrace or re-establish this survey.

DATE: _____

KEITH R. RUSSELL
UTAH REGISTERED LAND SURVEYOR
CERTIFICATE & LICENSED NO. 164386

OWNERS CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS, that Saddleview, L.L.C., a limited liability company, who is the owner of the parcel of land described hereon and the Saddleview Office Park, a Utah Condominium Project located on said land, does hereby make this certificate for and on behalf of said company caused a survey to be made and this record of survey map which consists of two sheets to be prepared and said company has consented and does hereby consent to recordation of this record of survey map in accordance with the Utah Condominium Ownership Act.

I certify that buildings shown on this plat, but not under construction at the time the plat is recorded, will, when completed, be substantially as shown on this plat.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____ 1995.

Saddleview L.L.C.

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF)

BE IT REMEMBERED on this _____ day of _____ 1995, personally appeared before me, the undersigned Notary Public in and for said county and state.

the being duly sworn, did say that the within and foregoing Owners Certificate and Consent to Record was duly executed and signed for and in behalf of said corporation and that said corporation did executed the same.

My Commission Expires: _____ Notary Public residing at _____

A RECORD OF SURVEY MAP OF
SADDLE VIEW OFFICE
A UTAH EXPANDABLE CONDOMINIUM PROJECT
LOCATED IN:
SECTION 8, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF

THE SEAR-BROWN GROUP	SEWER DISTRICT APPROVAL	CITY COUNCIL APPROVAL	CITY ENGINEER	CITY PLANNING COMMISSION	APPROVAL AS TO FORM
[illegible]	REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS ____ DAY OF ____ 1995. S.B.S.I.D. _____	PRESENTED TO THE PARK CITY COUNCIL ON THIS ____ DAY OF ____ A.D. 19__ AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED. MAYOR _____ ATTEST CITY RECORDER _____	APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS ____ DAY OF ____ A.D. 19__ CITY ENGINEER	APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS ____ DAY OF ____ A.D. 19__ CHAIRMAN	APPROVED AS TO FORM ON THIS ____ DAY OF ____ A.D. 19__ CITY ATTORNEY

RECORDED # _____
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE $ _____ SUMMIT COUNTY RECORDER

RECEIVED
APR 15 1995

Department of Community Development
Engineering • Building Inspection • Planning

Memorandum

August 2, 2000

To: Bill Coleman

From: Ray Milliner

Re: Options for 2200 Park Avenue Building B

Thank you for the opportunity to meet with you and your staff and inspect your basement on Monday June 19, 2000. As per our discussion, this memo will discuss options available for you to bring the basement area into conformance with the Park City Land Management Code, and the Uniform Building Code.

As you know, the plat states that a basement in Building B is allowed provided the habitable space does not exceed 800 square feet. The remainder of the area is to be utilized as unhabitable storage space. The minutes from the February 22, 1995 Planning Commission meeting where the amendment to the plat was approved, are clear on this matter. The Commissioners were concerned about the impact that any use besides storage would have on Saddleview parking and were reluctant to approve the meeting room. However, in the end, a compromise was reached and the 800 square footage maximum was set.

When the parking calculations were completed for the basement area they were done assuming that it would be conference room for employees who occupy work spaces within Building B, and the improved area would be only 800 square feet, which requires 1 space per 200 square feet of net usable space. Based upon one space per 200 square feet of useable space the area requires a total of 4 parking spaces, which were successfully incorporated into the parking plan. However, because of the expanded size of the conference area and its classification as an assembly area under the Uniform Building Code, the basement area no longer meets the parking requirements of the Land Management Code.

In its current state, the basement area does not comply with the requirements of the land management code or the approved plat and must be modified and returned to conformance. The following are possible options:

- Pursue a plat amendment to increase the square footage and allow outside/non-

profit use of the meeting area

- Modify the basement area to meet the requirements of the plat note and use the original conditions of approval

Plat Amendment

If you choose to pursue the plat amendment option the greatest problem you will have is parking. According to our calculations, you would be 12 spaces short of meeting the required number as stated in the uniform building code for an assembly use in an area of that size. Your application proposal has a preliminary plan calling for car pooling, and other types of mitigation activities when people from other offices attend the meeting, but based upon past experiences it is unlikely that the Planning Commission would support that type of plan. Additionally, plat amendments are approved only upon a finding of good cause and on material injury to the public or any person. Accordingly the Planning Commission would have a lot of discretion in considering the change and its impacts on adjacent properties.

Modify Basement Configuration

The second option is to modify the configuration of the basement area by enclosing an 800 square foot portion of the meeting room, and fixing the maximum occupancy number at 49 people. This would solve the major problems that you now face. It would bring the basement area into conformance with the current plat note, provided the remainder of the area is used only for storage and is not utilized as office or meeting space. It would solve the parking issue, because the 49 person maximum occupancy level would not trigger the assembly use parking calculations. Therefore, the existing calculations for the Saddleview Office Park would be sufficient. However, no outside group use of the area would be permitted, as the original conditions limited the use to professional office only.

Though this method would require that you resolve some outstanding permitting issues with the Building Department and incur the cost of enclosing the 800 square foot area, it staff's recommendation that you pursue the basement modification option.

Thank you for your cooperation in this matter. If you have questions or comments regarding this memorandum please do not hesitate to call me at (435)615-5064.

Hotel, motel, lodge, boarding house and similar uses:	In addition to the parking required under the Multi-Family Parking Requirement Table, one space per 200 square feet of restaurant, banquet, assembly, meeting or similar space, subject to specific review by the Community Development Department for reduction based on site specific mitigating factors.
Intensive retail, commercial shops selling directly to public:	Three spaces for each 1,000 square feet of shop space.
Less intensive retail or commercial such as furniture, appliance, lumber and hardware stores:	One space for each 1,000 square feet of commercial space
Offices, personal services, medical and dental clinics:	One space for each 500 square feet of space plus one space per employee per shift, or one space per 200 feet of net usable office space, whichever is greater.
Restaurants, bars, dining rooms:	One space for every 100 square feet, including kitchen areas.
Churches, auditoriums, assembly halls:	One space for every five seats.
Industrial and wholesale establishments:	One space for every two employees in the largest shift plus one space for each vehicle used in conducting the business
Hospitals, schools, civic buildings:	Determined by the Community Development Department on a site specific review, based on numbers of employees, numbers of patrons, and or visitors that can be reasonably anticipated.

Planning Commission
Staff Report

Subject: **1325 Empire Avenue and Parcel SA-200**
Application: **PL-22-05357**
Authors: **Jaron Ehlers, Planning Technician**
Alexandra Ananth, Senior Planner
Date: **September 27, 2023**
Type of Item: **Plat Amendment**

Recommendation

(I) Review the proposed Plat Amendment to re-subdivide 1325 Empire Avenue and Parcel SA-200 into four (4) Lots, (II) hold a public hearing, and (III) consider forwarding a positive recommendation for the City Council's consideration based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance 2023-XX (Exhibit A).

Description

Applicant:	1325 Empire Avenue Holdings, LLC
Location:	1325 Empire Avenue and Parcel SA-200
Zoning District:	Recreation Commercial (RC)
Adjacent Land Uses:	Single Family Dwellings, Park City Library and Field, Condominiums, Nightly Rentals
Reason for Review:	Plat Amendments require Planning Commission recommendation and City Council action[1]

LMC	Park City Land Management Code
PCMC	Park City Municipal Corporation
RC	Recreation Commercial
ROW	Right-of-Way

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

Summary

The Applicant is proposing a plat amendment to create four Lots from one (1) vacant 0.16 acre Lot (Lot C Knudson Subdivision, 7,125 square feet) and one (1) 0.088 acre Parcel (SA-200, 3,835.26 square feet), to develop four Single Family Dwellings at the end of North Norfolk Avenue.

Lot C Knudson has an Access Easement to allow Fire Department and emergency services access by and through a five foot (5') wide unimproved dirt path across Knudson B. SA-200 is not adjacent to the Access Easement and Emergency Services may only access SA-200 by way of Knudson C (Exhibit D). Lot C Knudson and Parcel SA-200 are both currently vacant. All Lots would have access via Norfolk Avenue north

[1] LMC § 15-7.1-2(B)

of 13th Street, North Norfolk Avenue, a public Right-of-Way that is privately maintained, and then from a proposed private Shared Driveway.

On July 12, 2023, the Planning Commission considered the application, held a public hearing, and continued discussion to September 27, 2023 (Staff Report | Minutes).

Project Background information has been moved to Exhibit S.

Analysis

This Staff Report is intended to respond to specific requests for additional information made by the Planning Commission during the July 12 meeting. For a general overview of the proposal, please refer to the February 12, 2023, Staff Report. For responses to questions the Commission raised at previous meetings, please refer to the May 10, 2023, Staff Report and the July 12, 2023, Staff Report. The Analysis portion of this report is divided into the following sections:

1. Overview of site Access and relevant Definitions from LMC § 15-15-1.
2. Analysis of compliance with Dead End Road Requirements under LMC § 15-7.3-4(A)(6)(a).
3. Analysis of compliance with RC Zoning District Requirements if the Shared Driveway is not included as part of the Lots.
4. Applicant response to questions regarding Lot compatibility with the RC Zoning District.
5. Applicant response to slope, topography, and drainage questions by the Commission.
6. Applicant response to request for Draft Easements and CC&Rs.
7. Shared Driveway examples in Park City.
8. Good Cause analysis.

(I) Site Access and relevant Definitions from LMC § 15-15-1.

During the July 12 Meeting, questions were raised regarding several definitions in LMC § 15-15-1. Here is a list of definitions that Staff believes will be helpful to the Commission in its review of this application:

ACCESS. The provision of vehicular and/or pedestrian ingress and egress to Structures, facilities or Property.

FRONTAGE. That portion of a Lot abutting a public or private Right-of-Way and ordinarily regarded as the front of the Lot.

RIGHT-OF-WAY. A strip of land, dedicated to public Use that is occupied or intended to be occupied by a Street, crosswalk, trail, stairway, ski lift, railroad, road, utilities, or for another special Use.

ROAD CLASSIFICATION. The Streets, highways, Roads, and Rights-of-Way designated on the Streets master plan.

SHARED DRIVEWAY. A single access vehicular way that is privately owned and maintained and provides access to two (2) or more Structures or off-Street Parking Areas, which are located on individual Lots.

STREET. Any highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, easement, or other way.

1. **Street, Public**. A Street that has been dedicated to and accepted by the City Council; that the City has acquired and accepted by prescriptive right; or that the City owns in fee.

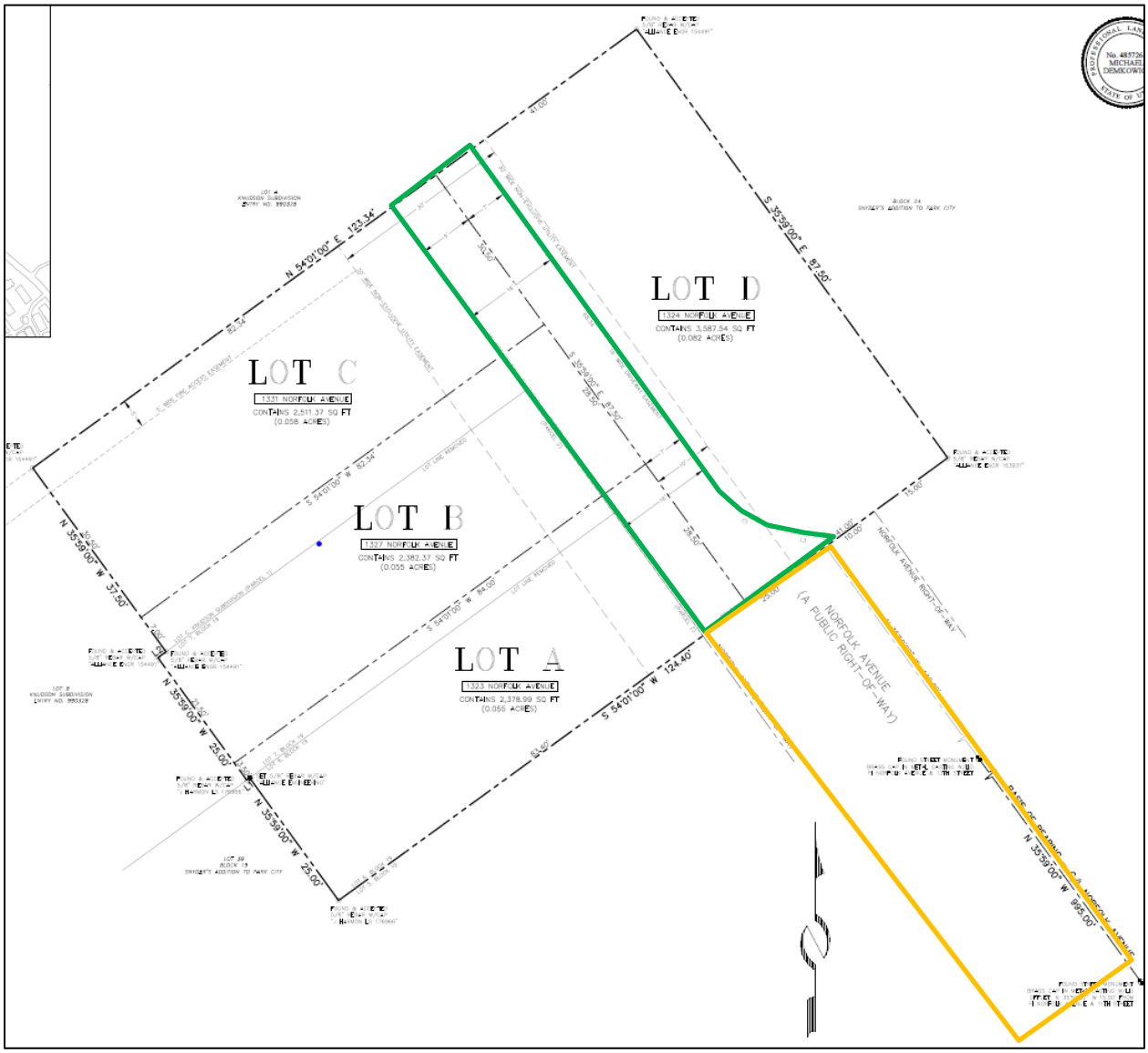


Figure 1: North Norfolk Avenue public Right-of-Way access outlined in orange, proposed private Shared Driveway outlined in green.

If combined, Knudson C and SA-200 would have vehicular and pedestrian access off North Norfolk Avenue, which is a substandard City owned public Right-of-Way or Street (see Figure 4 and definition above). The property would also have Frontage (see definition above) on North Norfolk Avenue because North Norfolk is considered a public Right-of-Way. Other properties with Frontage and Access off this portion of North Norfolk Avenue include the Shaft Condominiums (4 units), and 1307-1319 Norfolk Avenue (3 Single Family Dwellings). PCMC owns the property on the opposite side of the Street, including 1302 Norfolk Avenue, a Single Family Dwelling. This portion of North Norfolk is considered substandard because it was not constructed to City standards and is a dead end with no turnaround area. A 2003 agreement was recorded with Summit County between the City and Peter Papineau Builders, which supports this portion of North Norfolk Avenue remaining City Right-of-Way but requires the builder and his successors to maintain the Street, including being responsible for snow removal, due to its narrow width. The Applicant is proposing to assume 50% responsibility for the privately maintained public Right-of-Way (COA 11).

Access to the 4 new Lots would be via public Right-of-Way North Norfolk Avenue, to a privately owned Shared Driveway (see definition above) managed and maintained by the development Homeowners Association (HOA). The proposed Shared Driveway is 19 feet in width and will include a pedestrian access easement to any public staircase that is constructed adjacent to the north property boundary of the proposed development. ***PCMC staff, including the Engineering Department, have determined that the proposed driveway meets the definition of a Shared Driveway, and not a public Right-of-Way or Street.***

(II) North Norfolk Avenue does not exceed the 650 foot limit for Dead-End Streets established in LMC § 15-7.3-4(A)(6)(a).

During the July 12 meeting, the Commission inquired about the length of North Norfolk Avenue, and if it complies with the requirements of LMC § 15-7.3-4(A)(6)(a). That subsection states, “For greater convenience to traffic and more effective police and fire protection, permanent dead-end Streets shall, in general, be limited in length to six hundred and fifty feet (650').”

Adding the length of the Shaft Condominiums (50 feet according to its plat) and the three properties to the north, staff estimates the length of the North Norfolk public Right-of-Way to be 125 feet, well short of the 650 foot limit. Even if the length of the private shared driveway was included (87.5 feet), the length is 212.5 feet, still well short of the 650 foot limit.

The Shared Driveway complies with the requirements for Shared Driveways under LMC § 15-3-3(H)(1) for Single Family Dwellings which has a minimum width requirement of 10 feet and a maximum width requirement of 27 feet. The proposed Shared Driveway for this Subdivision has a width of 19 feet, with a maximum width where it meets Norfolk

Avenue, of 26.06 feet.

(III) If the Shared Driveway is not included in the Lots, the reduced Lots still meet the minimum Lot Requirements found in LMC § 15-2.16-5(A).

During the July 12 meeting, the Commission inquired if the proposed Shared Driveway were to be removed from the Lot Area for each of the four proposed Lots, would the Lots still meet the Lot Size requirements for Single Family Dwellings and Duplexes found in LMC § 15-2.16-5(A) for the RC Zoning District.

Lot Size With and Without Shared Driveway				
	Lot A	Lot B	Lot C	Lot D
Lot Size With Driveway	2,479 sq. ft.	2,482 sq. ft.	2,618 sq. ft.	3,281 sq. ft.
Driveway Area	293 sq. ft.	363 sq. ft.	466 sq. ft.	610 sq. ft.
Max Building Footprint	1,078 sq. ft.	1,079 sq. ft.	1,129 sq. ft.	1,364 sq. ft.
Lot Size W/O Driveway	2,186 sq. ft.	2,119 sq. ft.	2,152 sq. ft.	2,671 sq. ft.
Max Building Footprint	966 sq. ft.	940 sq. ft.	953 sq. ft.	1,149 sq. ft.

Although subtracting the driveway area from the Lots reduces the maximum Building Footprint, all Lots remain compliant with the Minimum Lot Area requirement of 1,875 square feet for a Single Family Dwelling in the RC Zoning District.

The Planning Commission can request the Applicant make the Shared Driveway its own Lot owned as common space by the HOA. However, the application proposes to keep the driveway included in the proposed Lots.

(IV) Applicant's response to questions regarding Lot compatibility with the RC Zoning District.

During the July 12 meeting, the Commission had questions regarding the compatibility with the Old Town neighborhood and the RC Zoning District considering the purpose includes "[promoting] the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs" (LMC § 15-2.16-1). Specific concerns were that the proposed Lots are larger than the traditional Old Town Lot size of 25' X 75' and the North to South orientation of proposed Lot D.

In the Applicant's Response, attached as Exhibit R, the Applicant states that of the 176 Lots in the RC Zoning District,

- "Only 27% (47 Lots) are traditionally sized single or 1.5 width lots with an East West orientation.
- 73% (129 Lots) are "nontraditional" sized lots, i.e., wider than 1.5 or different than East West Orientation.

- 15% (26 Lots) of Lots are North - South Orientation."

The Applicant also notes that the abutting Lot, 1302 Norfolk Avenue, is a North - South oriented Lot.

(V) Applicant's response to slope, topography, and drainage questions from the Planning Commission.

During the July 12 meeting, the Commission raised concerns regarding slope, topography, and storm water drainage. The Applicant submitted analysis in response to these concerns, attached in Exhibit Q. The Applicant has indicated that the Driveways within the Subdivision will be less than 5% at the steepest, which complies with LMC § 15-3-3(A)(4), which prohibits Driveways from being steeper than 14%. This analysis has been reviewed by the Engineering Department and the Engineering Department has not raised any concerns.

(VI) Applicant's response to a request for Draft Easements and CC&Rs.

During the July 12 meeting, the Commission requested the Applicant prepare draft Easements and CC&Rs that would be recorded as part of the Conditions of Approval if this project is approved. Those have been attached as Exhibit R. The Applicant emphasizes that these are draft CC&Rs, subject to change and will not be recorded unless the Plat Amendment is approved, and the Plat is recorded.

Of the proposed CC&Rs, Section 11.1 handles maintenance of the Shared Driveway stating:
"The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management, and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway."

Subsection 4.2.3 governs Easements for Snow Storage, Drainage Maintaince, and Flood Water.

Section 4.4 governs Easements for Ingress and Egress and states "There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes."

(VII) Analysis of shared driveway examples in Park City.

During the July 12 meeting, the Commission discussed if the Shared Driveway was in fact a Shared Driveway and not actually a Road or Street. Staff has provided the definitions in Analysis I to help provide clarity that the Applicant is proposing a Shared Driveway.

Staff has identified the following examples of other Shared Driveways in Park City:

1. Upper Norfolk Avenue
2. Anchor Avenue
3. Portion of Ridge Avenue
4. Portion of Rossie Hill Drive

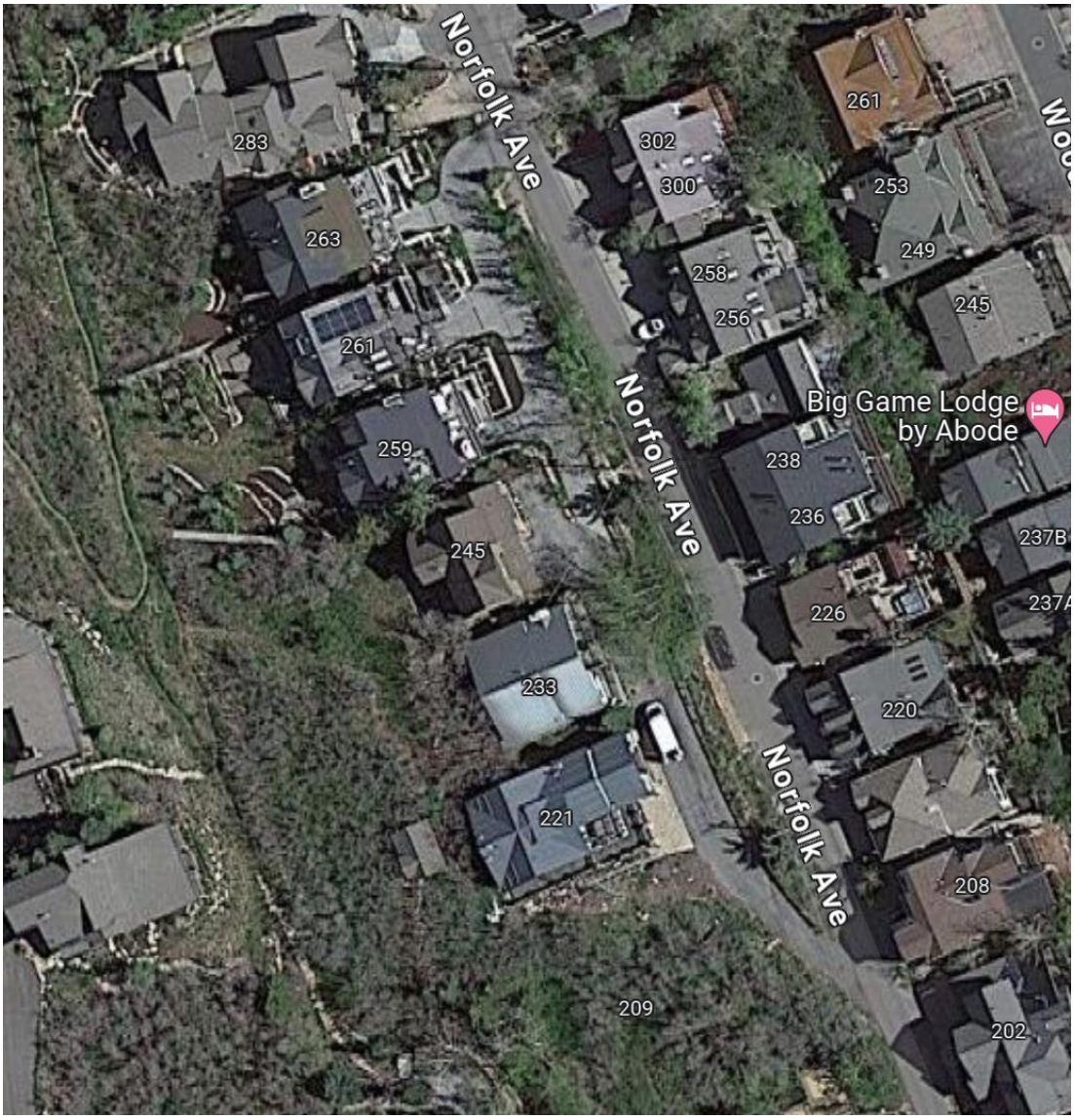


Figure 2: Aerial View of Upper Norfolk Avenue and the Shared Driveway coming off it.

Upper Norfolk Avenue is a Shared Driveway not maintained by the City with access for seven (7) homes.

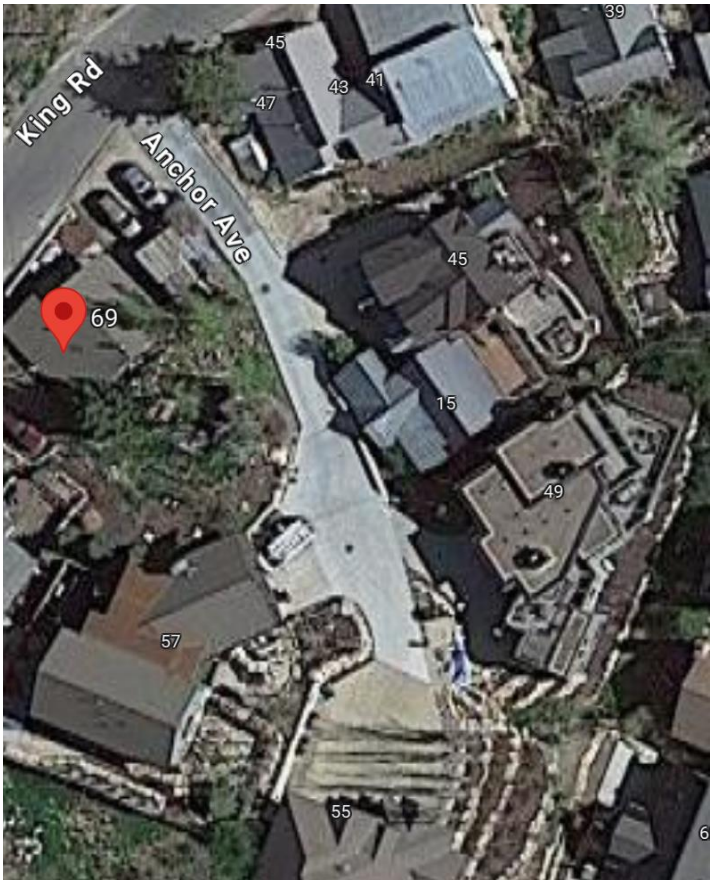


Figure 3: Aerial View of Anchor Avenue

Anchor Avenue is a privately maintained 16 foot Shared Driveway with access for four (4) homes.

Figure 4: Portion of Ridge Avenue

This portion of Ridge Avenue is owned by the City but is privately maintained by the

HOA and provides access to three (3) homes.

Figure 5: Rossie Hill Drive

This 16 foot Shared Driveway is not owned or maintained by the City and provides access to five (5) homes.

(VIII) Good Cause.

Plat Amendments shall be reviewed according to LMC § 15-7.1-6 *Final Subdivision Plat* and approval requires (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

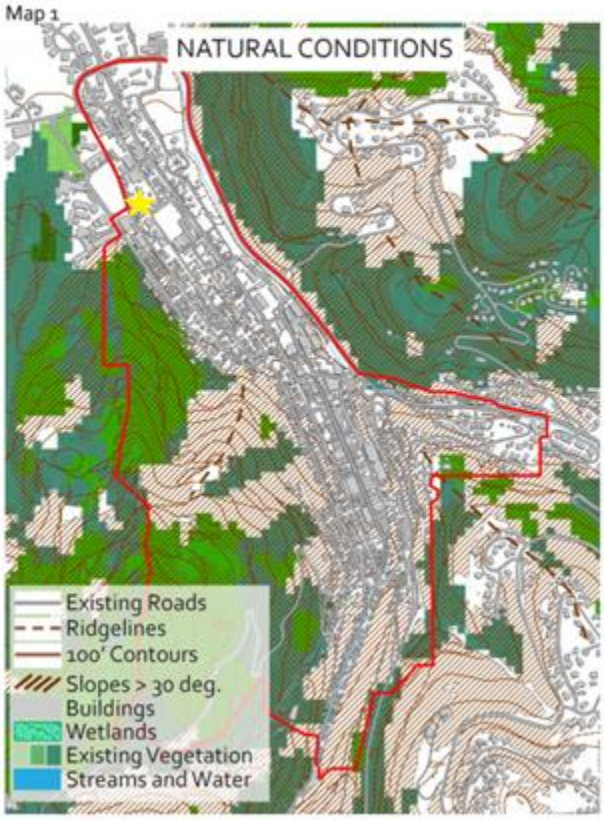
> **(a) There is Good Cause for this Plat Amendment because it will allow for development consistent with the Old Town Neighborhood and purposes of the Recreation Commercial Zoning District.**

LMC § 15-15-1 defines *Good Cause* as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

The Lots affected by this Plat Amendment are close to Park City Mountain Resort, increasing potential housing opportunities near the resort.

While the Recreation Commercial (RC) Zoning District is not part of the Historic District, the Lots affected by this Plat Amendment are in the Old Town neighborhood of the General Plan:

OLD TOWN



The purpose of the Recreation Commercial (RC) Zoning District in LMC § 15-2.16-1 also states "promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City."

The proposed shared driveway for this Plat Amendment is in keeping with the historic character of Old Town. At least three of the Lots, and potentially four depending on how a structure built on Lot D would connect to Norfolk Avenue, would use a Shared Driveway, a 19-foot-wide driveway easement proposed on the Plat Amendment. Additionally, Goal 6.1 of the General Plan for Old Town says that "[i]nfill and new additions should be compatible with the neighborhood context and subordinate to existing historic structures."

Figure 6: Proposed Four Lot Subdivision with shared access shown is red.

Highlighted in green above are nearby lots of similar size, most of which have Single Family Dwellings on them. The approximate locations of the proposed Lots for this amendment are identified in solid colors. The approximate location of the 19-foot proposed shared driveway access easement is identified in red.

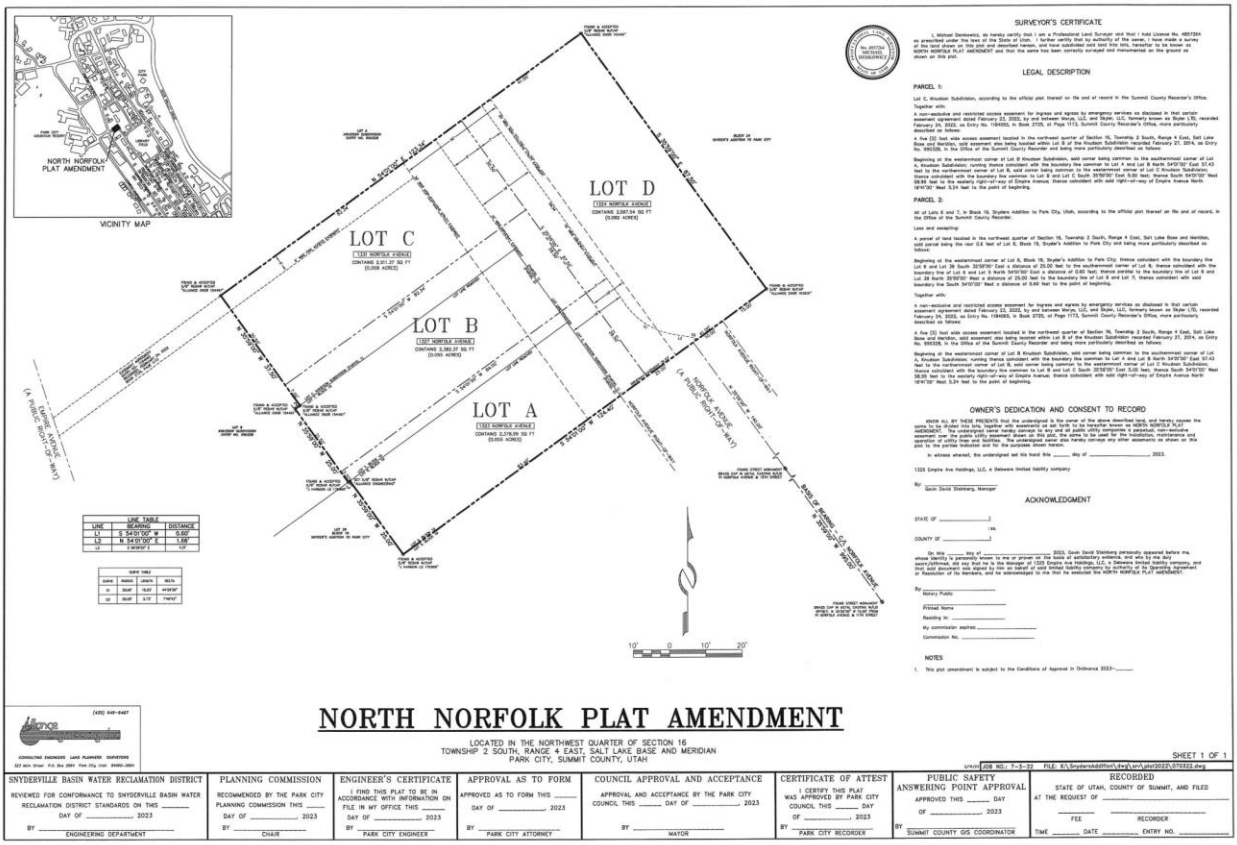


Figure 7: Proposed Four Lot Subdivision

The above image shows the updated Plat Amendment as of February 16, 2023. Lot C is slightly increased, and the Driveway Easement has been altered to add a curve to the north line, which would bring the point it meets Norfolk Avenue to be 26.53 feet.

Figure 8: Image of Existing Conditions

This screenshot from Google Earth above shows the Street view from where Norfolk connects with 13th Street, illustrating several of the Single Family Dwellings present in the vicinity.

The four lots are proposed to be created to build Single Family Dwellings as defined by § 15-2.16-5 and explained in Analysis II. Single Family Dwellings are common in the RC Zoning District and the proposed Lots are in keeping with those requirements. Lot D would create a North-South Lot. Although not common in this area, there are North-South Lots in the vicinity such as 1302 Norfolk Avenue.

No Public Street or Right-of-Way is vacated.

No Public Easements will be vacated.

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this staff report. The Development Review Committee met on September 20, 2022, and feedback became Conditions of Approval which were discussed at the February 22 meeting. The Development Review Committee met again on May 2, 2023, and feedback led to amended Conditions of Approval.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 23, 2023. Staff mailed courtesy notice to property

owners within 300 feet on June 23, 2023. The *Park Record* published notice on June 28, 2023.[2]

Public Input

Staff received written comment, which is attached as Exhibit P.

Alternatives

- The Planning Commission may forward a positive recommendation for City Council's consideration on a date uncertain;
- The Planning Commission may forward a negative recommendation for City Council's consideration on a date uncertain, and may direct staff to make findings for the denial; or
- The Planning Commission may continue the item to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-XX
Attachment 1: Proposed North Norfolk Plat Amendment
Exhibit B: Survey with Existing Conditions
Exhibit C: Park City Survey
Exhibit D: Fire Access Easement
Exhibit E: Existing Knudson Subdivision Plat
Exhibit F: Resolution from 1980 re. the Closure of Norfolk Avenue
Exhibit G: Resolution 11-82 authorizing the sale of closed portion of Norfolk Avenue
Exhibit H: Ordinance 14-03 Approving Knudson Plat
Exhibit I: February 13, 2014, City Council Staff Report on Knudson Subdivision
Exhibit J: Provisional Plat Approved by PCFD
Exhibit K: Fire Marshal Letter
Exhibit L: Encroachment Agreement regarding Norfolk Avenue Extension
Exhibit M: Planning Director Determination for Setbacks on Lot D
Exhibit N: Applicant Response to Planning Commission for May 10 Meeting
Exhibit O: Applicant Stair Cost Estimate
Exhibit P: Public Comment
Exhibit Q: Applicant Response for Planning Commission Questions from July 12 Meeting
Exhibit R: Draft CC&Rs
Exhibit S: Project Background Information

[2] LMC § 15-1-21

Ordinance No. 2023-XX

AN ORDINANCE APPROVING THE NORTH NORFOLK PLAT AMENDMENT, LOCATED AT 1325 EMPIRE AVENUE AND PARCEL SA-200, PARK CITY, UTAH

WHEREAS, the owners of the property known as 1325 Empire Avenue and Parcel SA-200 have petitioned the City Council to amend the Knudson Subdivision and Parcel SA-200. Located in the Recreation Commercial Zoning District, and re-subdivide it into four Single-Family Lots known as the North Norfolk Subdivision; and

WHEREAS, on February 8, 2023, staff posted notice to the property and according to the requirements of the Land Management Code; and

WHEREAS, staff mailed courtesy notice to all affected property owners on February 8, 2023, and legal notice was published in the Park Record and on the Park City and Utah Public Notice websites; and

WHEREAS, the Planning Commission, on February 22, 2023, held a public hearing and continued the discussion to April 12, 2023;

WHEREAS, on April 12, 2023, the Planning Commission reviewed the application, held a public hearing, and continued the discussion to May 10, 2023; and

WHEREAS, on May 10, 2023, the Planning Commission reviewed the application, held a public hearing, and continued the application to a date uncertain; and

WHEREAS, on June 23, 2023, staff posted notice to the property and according to the requirements of the Land Management Code; and

WHEREAS, staff mailed courtesy notice to all affected property owners on June 23, 2023, and legal notice was published in the Park Record and on the Park City and Utah Public Notice websites; and

WHEREAS, on July 12, 2023, the Planning Commission reviewed the application, held a public hearing, and continued the application to September 27, 2023; and

WHEREAS, on September 27, 2023, the Planning Commission forwarded a _____ recommendation to the City Council; and

WHEREAS, on date uncertain, 2023, the City Council reviewed the applicant and held a public hearing; and

WHEREAS, it is in the best interest of Park City, Utah, to approve the North Norfolk Plat Amendment; and

DRAFT

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

SECTION 1. APPROVAL. The North Norfolk Plat Amendment, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On October 16, 1980, the City Council passed a resolution closing a portion of the Norfolk Avenue right-of-way.
2. On April 22, 1982, that closed portion of Norfolk Avenue was sold by the City.
3. In 2014, a Plat Amendment was submitted for 3 lots, located at 1314 & 1350 Empire Avenue known as the Knudson Plat.
4. On January 29, 2014, the Planning Commission forwarded a positive recommendation to City Council, and on February 13, 2014, City Council approved The Knudson Plat.
5. The Knudson Plat was recorded with Summit County on February 27, 2014.
6. The land was not developed.
7. In May of 2022, the Applicant submitted this Plat Amendment, proposing to subdivide a vacant Lot and Parcel into four Lots to eventually be developed with four Single Family Dwellings.
8. The proposed four (4) Lots comply with the Recreation Commercial (RC) Zoning District requirements outlined in LMC Chapter 15-2.16.
9. LMC § 15-2.16-5 outlines the Building Footprint, Maximum Building Height, and Setback Requirements for the Lot sizes proposed. While Single Family Dwellings, Duplexes, and Triplexes are allowed uses in the Recreation Commercial Zoning District, § 15-2.16-5 outlines minimum Lot Size for Single Family Dwellings (1,875 sq ft) and Duplexes (3,750 sq ft). Lot A is 2,479 sq ft. Lot B is 2,482 sq ft. Lot C is 2,618 sq ft. Lot D is 3,281 sq ft. The four Lots are compliant with the minimum Lot Size Requirements for Single Family Dwellings, but none are compliant for Duplexes.
10. The Single Family Dwellings will require two off-street parking spaces per Lot, as required by § 15-3-6.
11. There is Good Cause for this Plat Amendment because it will allow for development that promotes density that is consistent with the Resort Neighborhood and purposes of the Recreation Commercial (RC) Zoning District.
12. The minimum width of 19-feet shared driveway is in keeping with the historical context of Old Town.
13. The findings in the Analysis section of the Staff Report dated September 27, 2023, are incorporated herein.

Conclusions of Law:

1. Neither the public nor any person will be materially injured by the proposed plat amendment.
2. Approval of the plat amendment, subject to the conditions of approval, will not adversely affect the health, safety, and welfare of the citizens of Park City.
3. The proposal complies with the Recreation Commercial (RC) Zoning District

DRAFT

requirements outlined in LMC Chapter 15-2.16.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, and the Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one (1) year from the date of City Council approval. If recordation has not occurred within one year, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Prior to submitting for building permits, the Applicants must provide a geotechnical report and storm drainage storage plan for the site. Construction of basements may be limited on the recommendation of a Licensed Geotechnical engineer and the City Engineering Department. All drainage must be retained on site, and the storm drainage storage plan shall be reviewed and approved by the City Engineering and Building Departments.
4. A Plat Note shall be added that reads: Before any combustible material is delivered to the site, emergency access stairs required by the Park City Fire District must be completed. If an agreement is made for the construction of public stairs on 1330 Empire Avenue that accesses the North Norfolk Subdivision, and satisfies the Building, Housing, Engineering, and Planning Departments as well as the Park City Fire District, then that may satisfy this requirement and shall not require a Plat Amendment, as long as those stairs are completed. The Fire Access Easement shown on the proposed Plat must be recorded with the County before the recordation of the Plat. The Applicant and their successors and assigns shall be responsible for maintaining the private stairs and keeping them clear of snow so that they are available for emergency access. Public Stairs shall be maintained and cleared of snow by the City.
5. Prior to the recordation of this Plat, a 30-Foot Non-Exclusive Utility Easement, as shown on the proposed Plat, must be recorded with Summit County.
6. A Plat Note shall indicate that no Buildings can be built within the 30-foot Non-Exclusive Utility Easement. Landscaping and non-heated driveways may be constructed but owners should be aware that these items can be removed at any time and the Lot owners will be responsible for any replacements within the easement area.
7. Parking is not allowed on the shared driveway, and the owners shall place signs that indicate it is private.
8. A Plat Note shall indicate that Lot D shall have two Front Setbacks, with the Western Setback being 12 feet and the Southern Setback being 13 feet, the North Setback being a rear setback of 12 feet, and the East Setback a side setback of 3 feet. Primary access will be from the South Side.
9. A Plat Note shall indicate that in the event of construction of a public stair with access to the property, a portion of the 19-foot wide shared driveway shall be used to allow public pedestrian access to the public stairs. That access will be designated by signage and it being constructed with a material visually distinct from the rest of the shared driveway.

DRAFT

10. Prior to recordation of this plat, the Applicant shall record documents obliging the owners of each Lot to be financially responsible for maintaining the shared driveway serving the Lots including snow removal and storage. This condition may be satisfied by either: (i) Applicant's formation of a homeowners' association whose recorded governing documents shall establish responsibility for such maintenance; or (ii) if Applicant does not form a homeowners' association, another recorded form of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to contribute twenty-five percent (25%) of the cost of such maintenance.
11. Prior to recordation of this plat, Applicant shall record documents formally obliging the owners of each Lot to each make an annual reimbursement of twelve and one-half percent (12.5%) of the actual out-of-pocket costs incurred by the owners whose properties are subject to the terms of that certain May 22, 2003 Non-Exclusive Encroachment Permit recorded on May 27, 2003 in connection with the snow removal and maintenance obligations set forth in Section 6 thereof for the "platted Norfolk Avenue right of way" more particularly described in said Permit. This condition may be satisfied by either: (i) Applicant's formation a homeowners' association whose recorded governing documents shall establish said Association's responsibility for such reimbursement; or (ii) if Applicant does not form a homeowners' association another recorded form of covenants to be recorded prior to or contemporaneous with the recordation of the plat which binds each Lot owner to the reimbursement obligation.
12. Prior to the issuance of the Certificate of occupancy for the 4th Lot or last house to be constructed, the Applicant shall seal coat Norfolk Avenue between 13th Street and the subject property to repair any damage to the roadway due to construction activity.
13. A Plat Note shall indicate that this Plat is subject to Ordinance 2023-XX.

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

PASSED AND ADOPTED this date uncertain, 2023.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, MAYOR

ATTEST:

_____
City Recorder

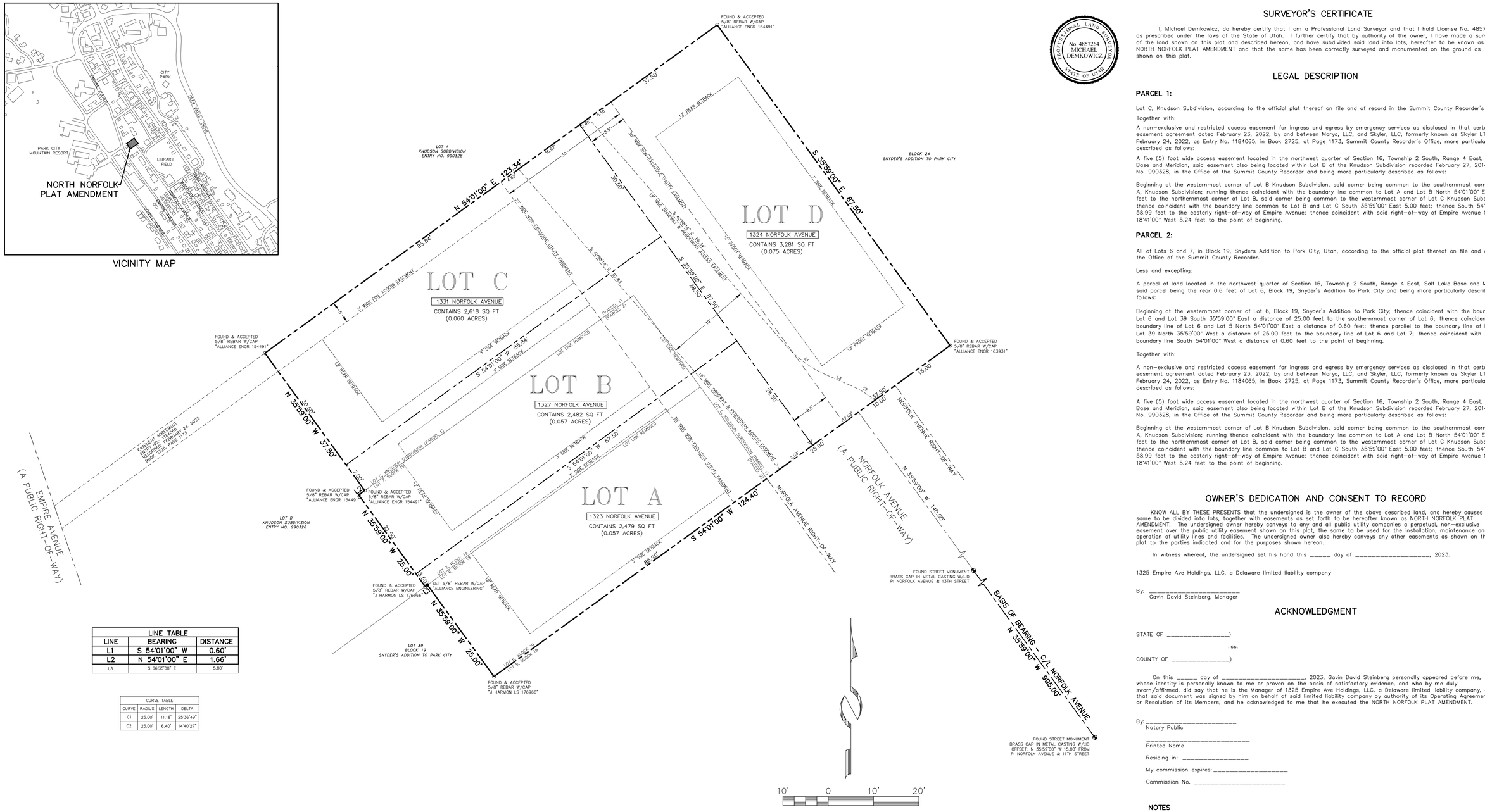
APPROVED AS TO FORM:

DRAFT

_____
City Attorney's Office

DRAFT

VICINITY MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 54°01'00" W	0.60'
L2	N 54°01'00" E	1.66'
L3	S 66°35'08" E	5.80'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	25.00'	11.18'	25°36'49"
C2	25.00'	6.40'	14°40'27"

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 MICHAEL DEMKOWICZ — STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the land shown on this plat and described hereon, and have subdivided said land into lots, hereafter to be known as NORTH NORFOLK PLAT AMENDMENT and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

LEGAL DESCRIPTION

PARCEL 1:

Lot C, Knudson Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Together with:

A non-exclusive and restricted access easement for ingress and egress by emergency services as disclosed in that certain easement agreement dated February 23, 2022, by and between Marya, LLC, and Skyler, LLC, formerly known as Skyler LTD, recorded February 24, 2022, as Entry No. 1184065, in Book 2725, at Page 1173, Summit County Recorder's Office, more particularly described as follows:

A five (5) foot wide access easement located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014, as Entry No. 990328, in the Office of the Summit County Recorder and being more particularly described as follows:

Beginning at the westernmost corner of Lot B Knudson Subdivision, said corner being common to the southernmost corner of Lot A, Knudson Subdivision; running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost corner of Lot B, said corner being common to the westernmost corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of-way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the point of beginning.

PARCEL 2:

All of Lots 6 and 7, in Block 19, Snyders Addition to Park City, Utah, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder.

Less and excepting:

A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being the rear 0.6 feet of Lot 6, Block 19, Snyder's Addition to Park City and being more particularly described as follows:

Beginning at the westernmost corner of Lot 6, Block 19, Snyder's Addition to Park City; thence coincident with the boundary line Lot 6 and Lot 39 South 35°59'00" East a distance of 25.00 feet to the southernmost corner of Lot 6; thence coincident with the boundary line of Lot 6 and Lot 5 North 54°01'00" East a distance of 0.60 feet; thence parallel to the boundary line of Lot 6 and Lot 39 North 35°59'00" West a distance of 25.00 feet to the boundary line of Lot 6 and Lot 7; thence coincident with said boundary line South 54°01'00" West a distance of 0.60 feet to the point of beginning.

Together with:

A non-exclusive and restricted access easement for ingress and egress by emergency services as disclosed in that certain easement agreement dated February 23, 2022, by and between Marya, LLC, and Skyler, LLC, formerly known as Skyler LTD, recorded February 24, 2022, as Entry No. 1184065, in Book 2725, at Page 1173, Summit County Recorder's Office, more particularly described as follows:

A five (5) foot wide access easement located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014, as Entry No. 990328, in the Office of the Summit County Recorder and being more particularly described as follows:

Beginning at the westernmost corner of Lot B Knudson Subdivision, said corner being common to the southernmost corner of Lot A, Knudson Subdivision; running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost corner of Lot B, said corner being common to the westernmost corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of-way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described land, and hereby causes the same to be divided into lots, together with easements as set forth to be hereafter known as NORTH NORFOLK PLAT AMENDMENT. The undersigned owner hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easement shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof, the undersigned set his hand this _____ day of _____, 2023.

1325 Empire Ave Holdings, LLC, a Delaware limited liability company

By: _____
Gavin David Steinberg, Manager

ACKNOWLEDGMENT

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2023, Gavin David Steinberg personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of 1325 Empire Ave Holdings, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed the NORTH NORFOLK PLAT AMENDMENT.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2023-_____.

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

NORTH NORFOLK PLAT AMENDMENT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

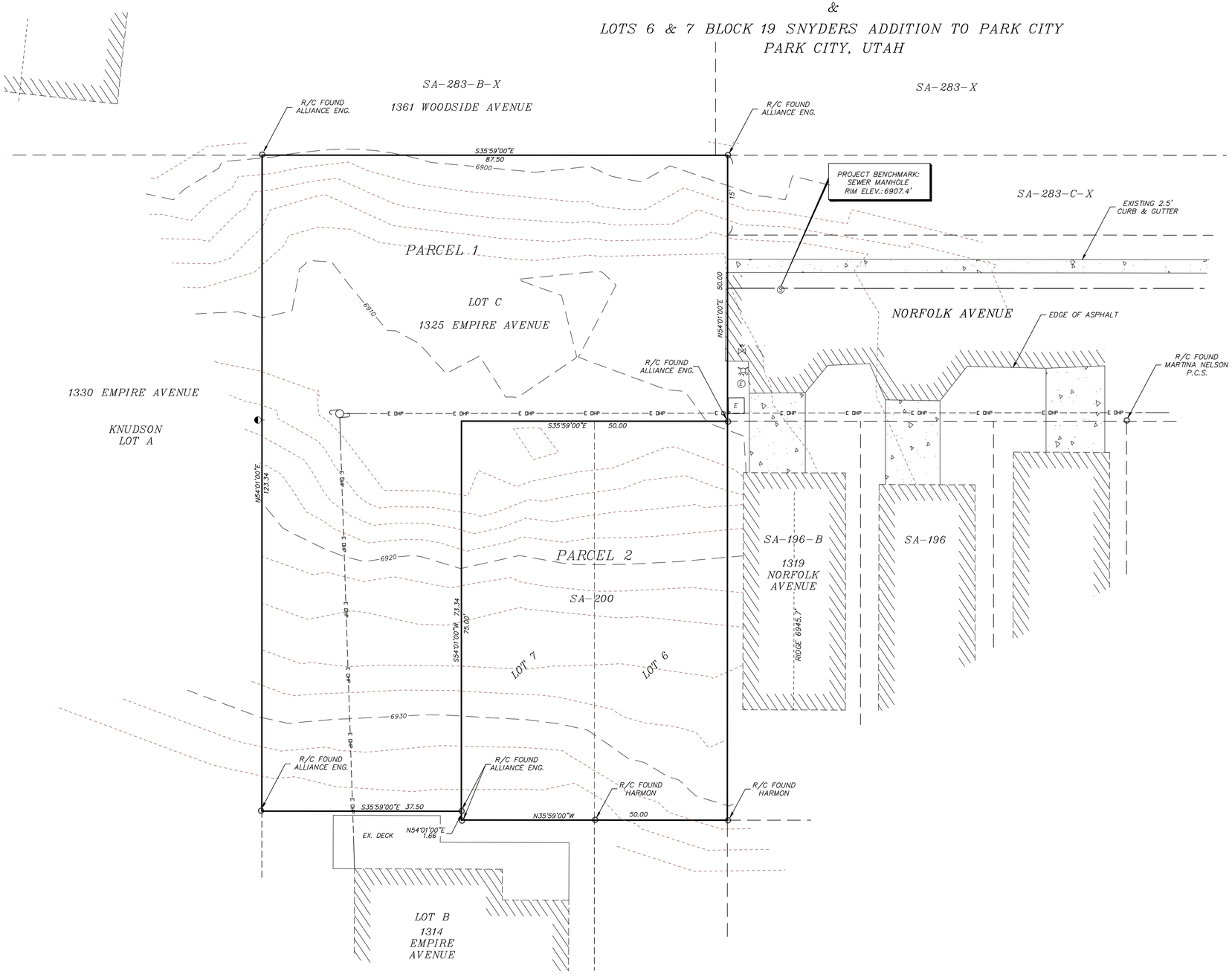
SHEET 1 OF 1

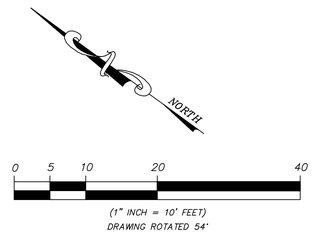
5/1/23 JOB NO.: 7-3-22 FILE: X:\SnydersAddition\dwg\srv\plat2022\070322.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2023 BY _____	RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2023 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2023 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2023 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2023 BY _____ MAYOR	I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2023 BY _____ PARK CITY RECORDER	APPROVED THIS _____ DAY OF _____, 2023 BY _____ SUMMIT COUNTY GIS COORDINATOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ _____ FEE _____ RECORDER TIME _____ DATE _____ ENTRY NO. _____

TOPOGRAPHIC/EXISTING CONDITIONS SURVEY

LOT C KNUDSON SUBDIVISION
&
LOTS 6 & 7 BLOCK 19 SNYDERS ADDITION TO PARK CITY
PARK CITY, UTAH





NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO IDENTIFY THE LOT LINES AND PROVIDE TOPOGRAPHIC DATA TO ESTABLISH THE POSSIBILITY OF DEVELOPMENT ON THE SUBJECT PARCELS.

UTILITIES WERE NOT IDENTIFIED UNDERGROUND AND FURTHER INVESTIGATION IS SUGGESTED.

AN EXISTING CONDITIONS & TOPOGRAPHIC MAP WAS COMPLETED BY ALLIANCE ENGINEERING DATED 1-24-14. THE ELEVATIONS ON THIS SURVEY ARE BASED UPON A SAID SURVEY.

PROPERTY CORNERS WERE NOT SET, HOWEVER FOUND PROPERTY CORNERS ARE IDENTIFIED ON THE SURVEY.

SURVEY COMPLETED: 5/07/2022.

SEE SAID KNUDSON SUBDIVISION FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. SURVEYOR IS NOT RESPONSIBLE FOR SAID RESTRICTIONS.

CONTOUR INTERVALS ARE TWO FOOT, LABELED ON THE TEN FOOT MAJOR.

SNOW COVERAGE AT THE TIME OF THE INITIAL SURVEY WAS APPROXIMATELY 1' TO 2 FEET. ADDITIONAL INFORMATION WAS GATHERED AT A LATER DATE ON THE HARD SURFACED FEATURES.

LYING WITHIN SECTION 11,
TOWNSHIP 1 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

LEGEND

———	SUBJECT PARCEL	+	SELECTED SPOT ELEVATION
— — — — —	ADJOINERS	○	PROPERTY CORNER FOUND (AS NOTED)
——— – ———	ROAD CENTERLINE		FIRE HYDRANT
—— 6560 ——	CONTOUR MAJOR	E	ELECTRICAL BOX
-------	CONTOUR MINOR	S	SEWER MANHOLE
——— E OHP ———	OVERHEAD POWER	E	ELECTRICAL TRANSFORMER
		W	WATER VALVE

Ted Mason PLS
LAND SURVEYING & DESIGN
YOUR PERSONAL SURVEYOR

3100 PINEBROOK RD.
SUITE 1000
PARK CITY, UT 84098
(801) 573-7871

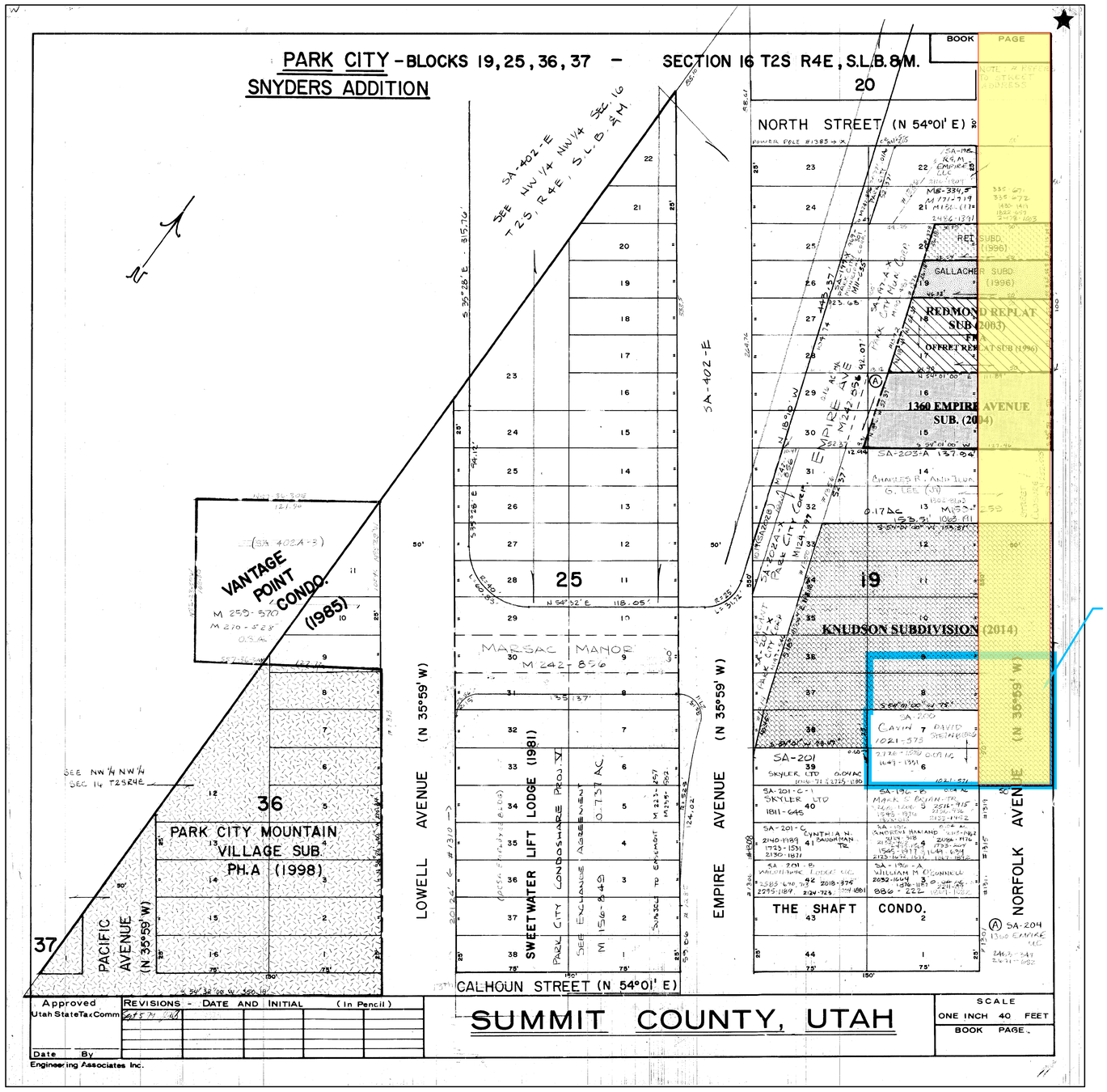
LOT C KNUDSON SUBDIVISION49
&
LOTS 6 & 7, BLOCK 19, SNYDERS ADD.
SUMMIT COUNTY, UTAH

SURVEY PREPARED
FOR
LARRY FELDMAN

PROFESSIONAL LAND SURVEYOR
No. 323717
TED E. MASON
STATE OF UTAH

DRAWN BY:	DESIGNED BY:	CHECKED BY:
TM	TM	MM

PROJECT NO:	DATE:	SHEET NO:
1110-08	5/9/2022	1



(435) 649-9467

Alliance Engineering Inc

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: MARSHALL KING

DATE: 5/11/22

OWNERSHIP MAP
NORTH NORFOLK PLAT AMENDMENT

FOR: GAVIN DAVID STEINBERG
JOB NO.: 7-3-22
FILE: X:\SnydersAddition\dwg\PlatExhibits\2022\North Norfolk-ownership.dwg

SHEET 1 OF 1

01184065 B: 2725 P: 1173
Page 1 of 7
Rhonda Francis Summit County Recorder
02/24/2022 03:35:42 PM Fee $40.00
By COALITION TITLE AGENCY, INC.
Electronically Recorded

WHEN RECORDED MAIL TO:

SKYLER LLC
C/O: GARY KNUDSON
PO BOX 511
PARK CITY, UT 84060-0511

Knudson-B
Knudson-C
SA-200

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into on this 23 day of February, 2022 ("Effective Date") by and between **MARYA, LLC** ("Grantor"), and **SKYLER, LLC, formerly known as Skyler LTD** ("Grantee").

RECITALS

A. On the date hereof, Grantor owns real property in Summit County generally located at 1314 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT B KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 4,133 SQ FT OR 0.09 AC. 2229-1106.

Tax Parcel No.: KNUDSON-B (GRANTOR PROPERTY)

29780

B. On the date hereof, the Grantee owns real property in Summit County generally located at 1325 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT C KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 7,125 SQ FT OR 0.16 AC.

Tax Parcel No.: KNUDSON-C (GRANTEE PROPERTY 1)

C. On the date hereof, the Grantee owns real property in Summit County, Utah, which is more particularly described as:

ALL OF LOTS 6 AND 7 IN BLOCK 19, SNYDERS ADDITION

TO PARK CITY, UTAH ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

Tax Parcel No.: SA-200 (GRANTEE PROPERTY 2)

D. The only purpose of this Access Easement is to allow fire department and emergency services ("Emergency Services") access to Grantee Property 1 and Grantee Property 2 by and through an access easement, described herein, for the benefit of the Grantee Property 1 and Grantee Property 2.

E. There exists a certain five foot (5') wide unimproved dirt path across a certain portion of the Grantor Property, as depicted on Exhibit A ("Access Easement").

F. The Grantor Property and Grantee Property are adjoining parcels. Grantee Property 1 (KNUDSON – C) is adjacent to the Access Easement. However, Grantee Property 2 (SA-200) is not adjacent to the Access Easement and Emergency Services may only access Grantee Property 2 by way of Grantee Property 1 and not by way of any other portion of GRANTOR'S PROPERTY.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, GRANTOR hereby grants a non-exclusive and restricted access easement over the ACCESS EASEMENT for ingress and egress by Emergency Services to access and for the benefit of GRANTEE'S PROPERTY 1 and GRANTEE PROPERTY 2 on the terms and provisions set forth herein.

1. The Recitals above and all Exhibits hereto are hereby incorporated into this Agreement by this reference.

2. The Access Easement is as depicted in Exhibit A which is incorporated herein.

3. Grantee and any successors in interest have a right to construct a concrete / asphalt sidewalk within the full length and width of the Easement Access area. Grantee and any successors are responsible for all costs of construction and maintenance of any such improvements in the Access Easement. Grantee has no rights to otherwise improve upon or make improvements, in any form, to the Access Easement, including but not limited to, grading, retaining, expanding the width, or any other improvement on the Grantor Property, including the ACCESS EASEMENT, without prior written permission from Grantor, except as may be required from time to time by a governmental authority having jurisdiction over the Emergency Services and then only for purposes of providing access for Emergency Services, (provided such governmental authority shall not have the right to increase the width of the Access Easement).

4. Grantor shall have no right to impede or restrict access to or the use of the ACCESS EASEMENT by the Emergency Services providers as contemplated herein, provided, however that Grantor shall have the right to restrict access to the Access Easement in a manner acceptable to Park City Emergency Services providers so that only Emergency Services providers may have access to the Access Easement.

5. The parties acknowledge that Park City currently has plans to build a public access easement on property adjacent to Grantor's Property (the "City Easement"). If and when the City Easement is constructed, and provided that the City Easement is accepted in writing by Park City Municipality (including Emergency Services) as providing equivalent and acceptable Emergency Services access to Grantee Property 1 and Grantee Property 2, this Access Easement shall automatically terminate. Provided, however, that if Grantee Property 1 is able to connect directly to the City Easement, the Access Easement shall be redescribed as the smallest possible area necessary to allow Emergency Services Access to Grantee Property 1 from the City Easement.

6. GRANTEE HAS INSPECTED THE EASEMENT PROPERTY AND ACCEPTS THE EASEMENT PROPERTY IN "AS-IS", "WHERE-IS" CONDITION, WITH ALL FAULTS, AND GRANTEE AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE EASEMENT PROPERTY; AND GRANTOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES; AND THE PARTIES AGREE THAT ALL RISK ASSOCIATED THEREWITH SHALL BE BORNE BY GRANTEE. NOTWITHSTANDING THE FOREGOING, GRANTOR HEREBY REPRESENTS AND WARRANTS TO GRANTEE THAT GRANTOR IS THE OWNER OF FEE SIMPLE TITLE TO THE EASEMENT PROPERTY AND HAS FULL AUTHORITY TO GRANT THE EASEMENT CREATED HEREIN.

7. This Agreement and the easement created hereunder constitute equitable servitude and covenants running with the land, binding on GRANTOR's PROPERTY and benefitting and appurtenant to GRANTEE PROPERTY 1 AND GRANTEE PROPERTY 2, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest.

8. This Agreement is for the sole and exclusive benefit Grantee and its successors-in-interest, for the sole purpose of Emergency Services providers requiring emergency access pursuant hereto, and there shall be no individual rights for use of the Access Easement, including any other third-party beneficiaries, and nothing in this Agreement shall be construed to grant to any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9. This Agreement may only be amended by a writing executed and recorded by Grantor and Grantee, or their respective successors-in-interest.

10. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.

11. Any waiver by a party hereto of any breach of any kind or character whatsoever by another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

12. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the Effective Date.

GRANTOR

MARYA, LLC

By: KIMBERLY ESPLIN
Its Manager

ACKNOWLEDGEMENT

STATE OF Utah)
: ss.
County of Summit)

STATE OF Utah)
COUNTY OF Summit)

On this 27 day of Feb., 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Marya, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

Notary Public

Notary Public - State of Utah
CRAIG R. RODMAN
Commission #701194
My Commission Expires
August 12, 2022

GRANTEE
SKYLER, LLC

By: KIMBERLY ESPLIN
Its Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
County of Summit)

On this 23 day of FEB, 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Skyler, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

Notary Public

Notary Public - State of Utah
CRAIG R. RODMAN
Commission #701194
My Commission Expires
August 12, 2022

Unofficial Copy

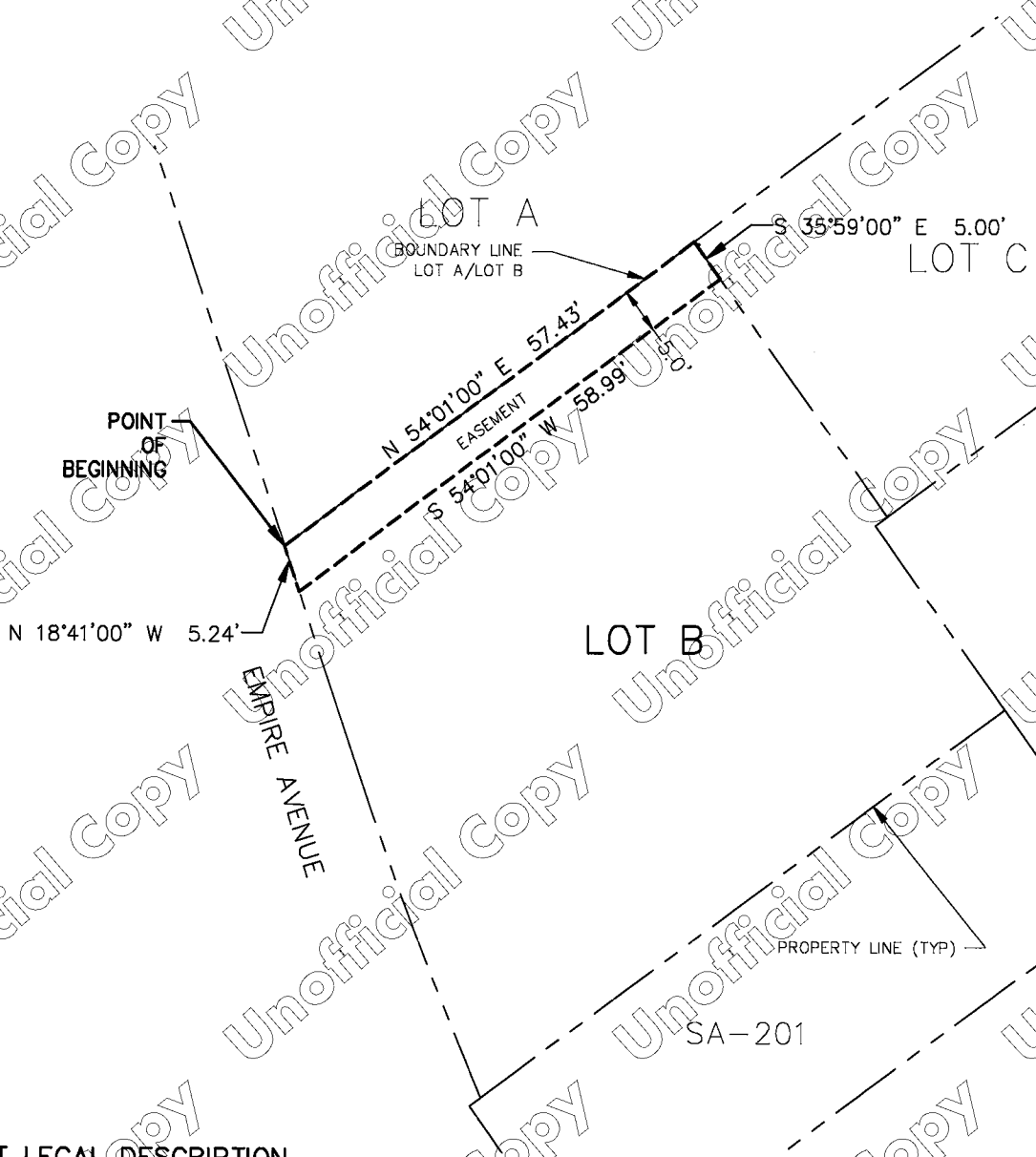
EXHIBIT "A"

(Survey of Access Easement on Grantor's Property)

Unofficial Copy

DocuSign Envelope ID: 0B69FCB2-47CE-4E3A-95EF-137D783542E5

KNUDSON SUBDIVISION
LOT B EASEMENT
EXHIBIT "A"



EASEMENT LEGAL DESCRIPTION

A five (5) foot wide Access Easement located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014 as Entry No. 990328 in the office of the Summit County Recorder and being more particularly described as follows:

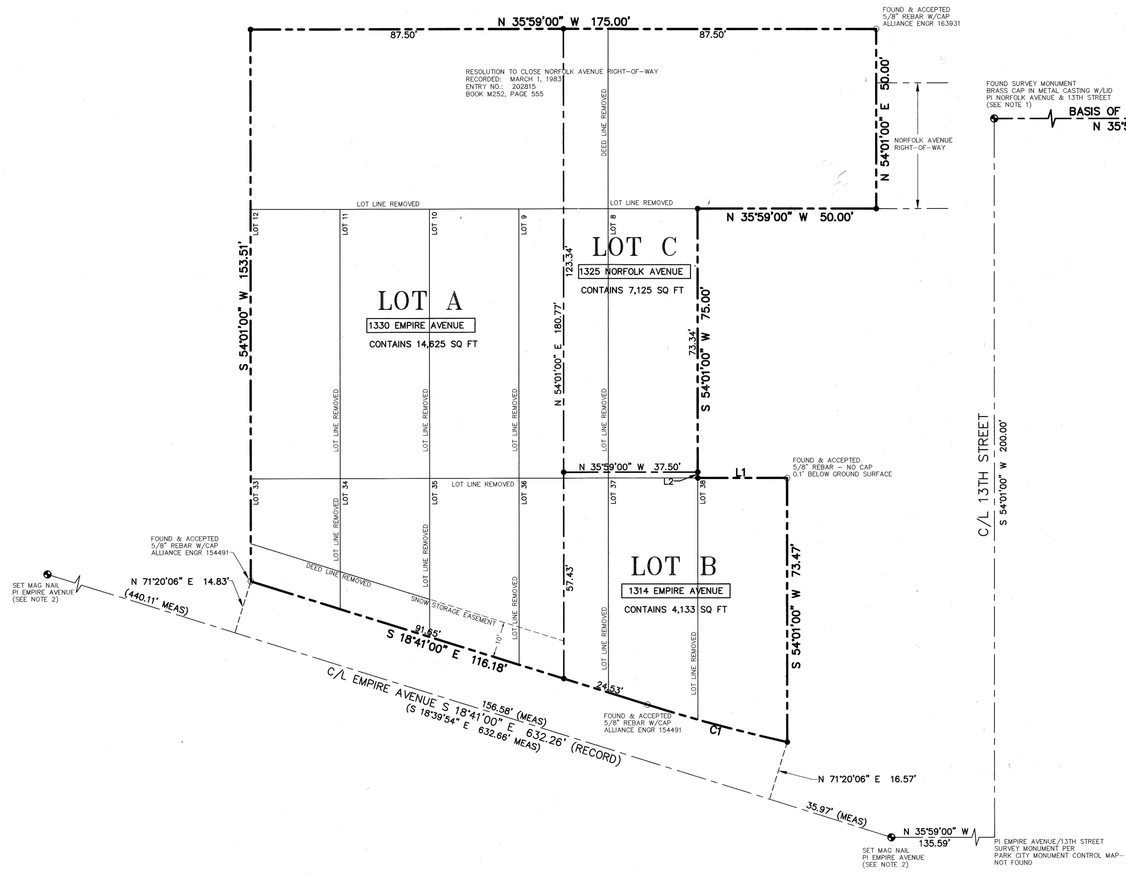
Beginning at the westernmost Corner of Lot B Knudson Subdivision, said corner being common to the southernmost Corner of Lot A Knudson Subdivision; and running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost Corner of Lot B, said corner being common to the westernmost Corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00 West 5.24 feet to the Point of Beginning.

SCALE: 1" = 20'

Date: 12.06.2021
Project No.: 21039
C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\21039-Knudson Easement\21039.dwg

PROFESSIONAL LAND SURVEYING AND CONSULTING
ALLTERRA UTAH, LLC
435-640-4200
463 SCENIC HEIGHTS ROAD. FRANCIS, UTAH 84036

Unofficial Copy



LEGEND

- ● Set 5/8" rebar w/cap, ALLIANCE ENGR/LS 154491

NOTE

1. The survey monument was reconstructed in 2009 as part of a street reconstruction project. The position of the original monument was tied by survey and re-set in its original location.
2. The survey monument shown on the Park City Monument Control Map (recorded 11/2/1982, #197765) was destroyed during construction. A mag nail was set at the monument location with this survey from information obtained from past surveys.
3. This subdivision is subject to Conditions of Approval in Ordinance 14-03.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" E	25.00
L2	S 54°01'00" W	1.66

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	40.45	4°46'43"

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

John Demkowicz — 2-20-2014 Date

PROPERTY DESCRIPTION

PARCEL 1: PARK CITY REDEVELOPMENT AUTHORITY

A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 12, Block 19, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the easterly boundary of Block 19 South 35°59'00" East 50.00 feet to the easternmost corner of Lot 11; thence along the south boundary of Lots 11 and 34 South 54°01'00" West 119.08 feet to the easterly edge of Empire Avenue; thence along the easterly edge of Empire Avenue North 18°41'00" West 52.37 feet to the north boundary of Lot 33; thence along the north boundaries of Lots 33 and 12 North 54°01'00" East 103.51 feet to the point of beginning.

PARCEL 2: SKYLER, LTD.

LOT 8, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Recorder.

All of LOTS 9, 10, 35 AND 36, Block 19, Snyder's Addition to Park City, Park City, Utah, according to the official plat thereof and on file and of record in the Summit County Recorder's Office, less and excepting any portion lying within Empire Avenue.

Beginning at the north corner of Lot 12, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to the east right-of-way line of said Norfolk Avenue; thence South 35°59' East along said east line 100.00 feet; thence South 54°01' West 50.00 feet to said west line; thence North 35°59' West along west line 100.00 feet to the point of beginning.

Beginning at the north corner of Lot 8, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to a point on the east right-of-way line of Norfolk Avenue; thence South 35°59' East along said east line 75.0 feet; thence South 54°01' West 50.00 feet to a point on said west line; thence North 35°59' West along west line 75.0 feet to the point of beginning.

PARCEL 3: MARYA, LLC.

Lots 37 AND 38, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Office of the Recorder, less and excepting any portion lying within Empire Avenue.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, owner of PARCEL 1 as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this 20 day of February 2014.

REDEVELOPMENT AGENCY OF PARK CITY

By: [signature]

Title: Chairman

ACKNOWLEDGMENT

State of Utah: ss:
County of Summit:

On this 20 day of February 2014, Jack Thomas personally appeared before me, the undersigned Notary Public in and for said state and county.

Having been duly sworn, Jack Thomas acknowledged to me that he is authorized and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

Sharon C Bauman
A Notary Public commissioned in Utah

Sharon C Bauman
Printed Name

Residing in: Park City Utah

My commission expires: 07-13-2014

Notary Public SHARON C BAUMAN Commission #692148 My Commission Expires July 13, 2014 State of Utah

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., owner of Parcel 2 as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set their hands this 21st day of February 2014.

SKYLER, LTD.

Gary L. Knudson, General Partner — Helen M. Knudson, General Partner

ACKNOWLEDGMENT

State of Utah: ss:
County of Summit:

On this 21st day of February 2014, Gary L. Knudson and Helen M. Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary L. Knudson and Helen M. Knudson, acknowledged to me that they are the General Partners of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah
Teri Ekstrom
Printed Name
Residing in: Summit Co.
My commission expires: March 19, 2016

TERI EKSTROM Notary Public, State of Utah Commission # 652363 My Commission Expires March 19, 2016

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, owner of Parcel 3, as described herein, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set their hands 21st day of February 2014.

MARYA, LLC., a Utah limited liability company

By: Gary L. Knudson, Manager — By: Helen M. Knudson, Manager

ACKNOWLEDGMENT

State of Utah: ss:
County of Summit:

On this 21st day of February 2014, Gary L. Knudson and Helen M. Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary L. Knudson and Helen M. Knudson acknowledged to me that they are the Managers of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that they signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah
Teri Ekstrom
Printed Name
Residing in: Summit Co.
My commission expires: March 19, 2016

TERI EKSTROM Notary Public, State of Utah Commission # 652363 My Commission Expires March 19, 2016

A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY,
BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

KNUDSON SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

20 0 20 40

SHEET 1 OF 1

2/20/14 JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\srv\plat2013\061213.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 24th DAY OF Feb., 2014
BY S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 29TH DAY OF JANUARY, 2014
BY CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 24TH DAY OF FEBRUARY, 2014
BY PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 25th DAY OF February, 2014
BY PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 13 DAY OF February 2014
BY PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 13TH DAY OF FEBRUARY, 2014
BY MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF COALITION TITLE
DATE 2/27/2014 TIME 8:29 AM
#990328 ENTRY NO. $33.00 FEE
RECORDER

to: Park City Municipal Corp.
P. O. Box 1480, Park City, UT 84060

RESOLUTION

Certification: I hereby certify that this is a true and exact copy of the original.

City Recorder
2/10/83

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

WHEREAS, the City Council of Park City deems it desirable to close Norfolk Street: and

WHEREAS, the City owns the street in fee and it is desirable to sell such land;

NOW, THEREFORE, be it resolved by the City Council of Park City, Utah, that:

1. The street hereby described below is closed.

Norfolk Avenue from the front of Block 19, Lot 6 northwest through 14th Street and continuing on from the north side of 14th from Block 21 through Lot 24.

2. The Mayor is hereby authorized to execute such documents that are necessary to accomplish the sale of such land.

3. This resolution becomes effective upon adoption.

ADOPTED THIS 16 DAY OF October, 19 80.

Entry No. 202815
Book M252 Page 555
REQUEST OF Park City Municipal Corp.
FEE ALAN SPRIGGS, SUMMIT CO. RECORDER
$ D. H. By Susan Robertson
RECORDED 3-1-83 at 3:37 M

PARK CITY MUNICIPAL CORPORATION

By: John C. Green
John C. Green, Jr., Mayor

Attest:

Michelle Jones
Deputy City Recorder

Parcel #1:

Beginning at the Northerly most corner of Lot 22 in Block 19 of Snyder's Addition to Park City, Utah; and running thence South 35°59' East along the Northeasterly line of said Block 19, 425 feet to the Easterly most corner of Lot 6 in said Block 19; thence North 54°01' East 50 feet to the Southwesterly line of Block 24, Snyder's Addition to Park City, Utah; thence North 35°59' West along the Southwesterly line of said Block 24, 425 feet; thence South 54°01' West 50 feet to the point of beginning. Contains 21,250 square feet.

Parcel #2:

Beginning at the most Southerly corner of Lot 26, Block 21, Snyder's Addition to Park City, Utah, and running thence South 54°01' West 50.00 feet to the most Easterly corner of Block 20 of Snyder's Addition to Park City, Utah; thence North 35°59' West 18.70 feet to the Easterly line of proposed Empire Avenue (50 feet wide); thence North 18°41' West along the Easterly line of said Empire Avenue 71.92 feet to a point of curvature being concave to the Southwest, having a central angle of 1°26'20" and a radius of 525.00 feet; thence Northwesterly along the arc of said curve 13.18 feet; thence North 54°01' East 24.85 feet to the most Westerly corner of Lot 23, Block 21 of Snyder's Addition to Park City, Utah; thence South 35°59' East 100.00 feet to the point of beginning. Contains 3971.50 square feet.

BOOKM252 PAGE555

RESOLUTION

Resolution No. 11-82

A Resolution Authorizing a Property Trade on Norfolk Avenue in Park City

WHEREAS, the City Council of Park City, Utah, did authorize the transfer of city-owned land on Norfolk Avenue, to Richard and Kit Davies, and, property belonging to the Davies to be accepted by the city, and,

WHEREAS, the transfer will benefit the citizens of Park City, and the future planning of streets within the city.

NOW THEREFORE BE IT RESOLVED by the City Council of Park City, Utah, that the City Attorney is authorized to have executed the deeds to accomplish this transfer of land, which descriptions are attached hereto.

PASSED AND ADOPTED this 22nd day of April, 1982.

PARK CITY MUNICIPAL CORPORATION

John C. Green, Jr.
Mayor

Attest:

PARK CITY SUMMIT COUNTY UTAH CORPORATE SEAL MARCH 1, 1884

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

at ..... M. Fee Paid $.....

by ..... Dep. Book ..... Page ..... Ref.: .....

Mail tax notice to Richard and Kit Davies Address 4601 Barreville Rd Crystal Lake, IL 60014

QUIT-CLAIM DEED

[CORPORATE FORM]

PARK CITY MUNICIPAL CORPORATION , a corporation organized and existing under the laws of the State of Utah, with its principal office at , of County of , State of Utah, grantor, hereby QUIT CLAIMS to

RICHARD B. DAVIES AND KIT S. DAVIES grantee of for the sum of DOLLARS,

the following described tract of land in County, State of Utah:

Beginning at the Northerly most corner of Lot 5, Block 78, Park City Survey, and running thence North 66° 22' East, 10 feet, thence South 23° 38' East along a line 10 feet off set and parallel to the westerly line of Norfolk Avenue as plotted, 37.23 feet to a point which is 10 feet, more or less, Northwesterly from an existing retaining wall along the Northwesterly line of existing Norfolk Avenue, thence South 15° 42' 30" West, more or less, parallel with said retaining wall 15.77 feet to the Northeasterly line of Lot 4, said Block 78, thence North 23° 38' West along the easterly line of Lots 4 and 5, said Block 78, 49.43 feet to the point of beginning.

Containing 433.30 square feet.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this day of , A. D. 19

Attest:

..... Secretary.

[CORPORATE SEAL]

..... Company

By X John O. Dreier Mayor ~~President.~~

STATE OF UTAH, } ss.

County of

On the day of , A. D. personally appeared before me and who being by me duly sworn did say, each for himself, that he, the said is the president, and he, the said is the secretary of Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said and each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

.....
Notary Public.

My commission expires ..... My residence is .....

BLANK NO. 103C — © GEM PTG. CO. — 3215 SO. 2600 EAST — SALT LAKE CITY

Norfolk

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

Recorded at Request of _____

at _____ M. Fee Paid $_____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to Park City Mun. Copr. Address P.O. Box 1480, Park City 84060

(EXEMPT)

QUIT-CLAIM DEED

RICHARD B. DAVIES AND KIT S. DAVIES grantor
of , County of , State of Utah, hereby
QUIT-CLAIM to

PARK CITY MUNICIPAL CORPORATION grantee
of for the sum of
DOLLARS,

the following described tract of land in County,
State of Utah:

Beginning at the Southeasterly most corner of Lot 3, Block 78, Park City Survey, and running thence South 66° 22' West along the southerly line of Lot 3, 20.96 feet to a point which is 10 feet, more or less, northwesterly from an existing retaining wall along the northwesterly line of existing Norfolk Avenue, thence North 15° 42' 30" East, more or less, parallel with said retaining wall, 33.07 feet, more or less, to the northeasterly line of said Lot 4, said Block 78, thence along said northeasterly line of Lots 4 and 3, South 23° 38' East, 25.57 feet to the point of beginning.

Containing 267.96 square feet.

WITNESS the hand of said grantor , this day of
, A. D. one thousand nine hundred and

Signed in the presence of

_____ } _____ _____

_____ } _____ _____

Don't sign this one.

STATE OF UTAH, }
County of } ss.

On the day of A. D. one
thousand nine hundred and personally appeared before me

the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

Notary Public.

My commission expires Address:

BLANK NO. 103— © GEM PTG. CO. — 3215 SO. 2600 EAST — SALT LAKE CITY

Ordinance 14- 03

AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION PLAT LOCATED AT 1314 & 1350 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Knudson Subdivision located at 1314 & 1350 Empire Avenue, have petitioned the City Council for approval of the Knudson Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 29, 2014 to receive input on the proposed subdivision;

WHEREAS, on January 29, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 13, 2014 the City Council held a public hearing on the proposed Knudson Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Knudson Subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Knudson Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. On December 31, 2013, the applicants submitted an application for a plat amendment to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 square feet into three (3) lots of record.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and compliance with the northerly side and rear yard setbacks for the Acorn Inn.

4. The application was deemed complete on January 7, 2014.
5. As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office.
6. The Planning Director made a determination on January 23, 2014 and the Planning Commission voted to support the determination that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only.
7. The RC zone requires a minimum lot area of 1,875 square feet.
8. Lots A and B have frontage on and access from Empire Avenue. Lot C has frontage on and access from Norfolk Avenue.
9. The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft.
10. Lot A is intended to be used for a future RDA pedestrian connection between PCMR and Miner's Hospital. The Acorn Inn will remain on Lot B. Lot C is vacant.
11. The proposed plat amendment does not create any new non-complying or nonconforming situations.
12. The plat amendment secures a public snow storage easement across the frontage of Lot A on Empire Avenue.
13. The amendment of eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW would be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

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

PASSED AND ADOPTED this 13th day of February, 2014

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, MAYOR

ATTEST:

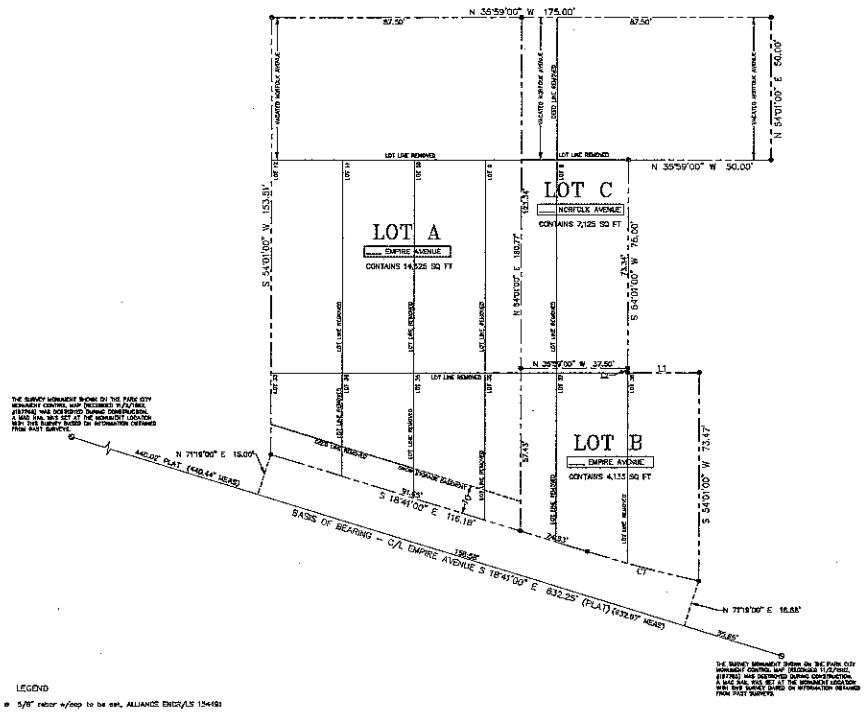
Marci Heil, City Recorder

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT A



LEGEND

● 5/8" rebar w/cap to be set, ALLIANCE ENG/LS 154491

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" E	25.00
L2	S 54°01'00" W	1.65

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	40.45	4°46'43"

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

John Demkowicz — Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, as to PARCEL 1, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this _____ day of _____, 2014.

Park City Redevelopment Authority

ACKNOWLEDGMENT

State of Utah

County of Summit

On this _____ day of _____, 2014, _____ personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn, _____ acknowledged to me that he is authorized _____ and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. SKYLER, LTD., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

SKYLER, LTD.

Gary Knudson, Manager

State of _____ ss:
County of _____

ACKNOWLEDGMENT

On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____

LEGAL DESCRIPTION

A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 12, Block 19, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the westerly boundary of Block 19 South 35°59'00" East 50.00 feet to the easternmost corner of Lot 11; thence along the south boundary of Lots 11 and 34 South 54°01'00" West 119.05 feet to the westerly edge of Empire Avenue; thence along the westerly edge of Empire Avenue North 18°41'00" West 52.37 feet to the north boundary of Lot 33; thence along the north boundaries of Lots 33 and 12 North 54°01'00" East 103.51 feet to the point of beginning.

LOT 8, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Recorder.

All of LOTS 9, 10, 35 AND 36 Block 19, Snyder's Addition to Park City, Park City, Utah, according to the official plat thereof and on file and of record in the Summit County Recorder's Office.

Less and excepting any portion lying within Empire Avenue.

Beginning at the north corner of Lot 12, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to the said right-of-way line of said Norfolk Avenue; thence South 35°59' East along said east line 100.00 feet; thence South 54°01' West 50.00 feet to said west line; thence North 35°59' West along west line 100.00 feet to the point of beginning.

Beginning at the north corner of Lot 8, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to a point on the east right-of-way line of Norfolk Avenue; thence South 35°59' East along said east line 75.0 feet; thence South 54°01' West 50.00 feet to a point on said west line; thence North 35°59' West along west line 75.0 feet to the point of beginning.

Lots 37 AND 38, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Recorder.

Less and excepting any portion lying within Empire Avenue.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. MARYA, LLC., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

MARYA, LLC., a Utah limited liability company

Gary Knudson, Manager

State of _____ ss:
County of _____

ACKNOWLEDGMENT

On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

A Notary Public commissioned in Utah

Printed Name

Residing in: _____

My commission expires: _____

A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY
BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

KNUDSON SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

20 0 20 40

SHEET 1 OF 1

JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\sr\plat2013\061213.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2014 A.D.
BY _____ S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 A.D.
BY _____ CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ 2014 A.D.
BY _____ PARK CITY ENGINEER

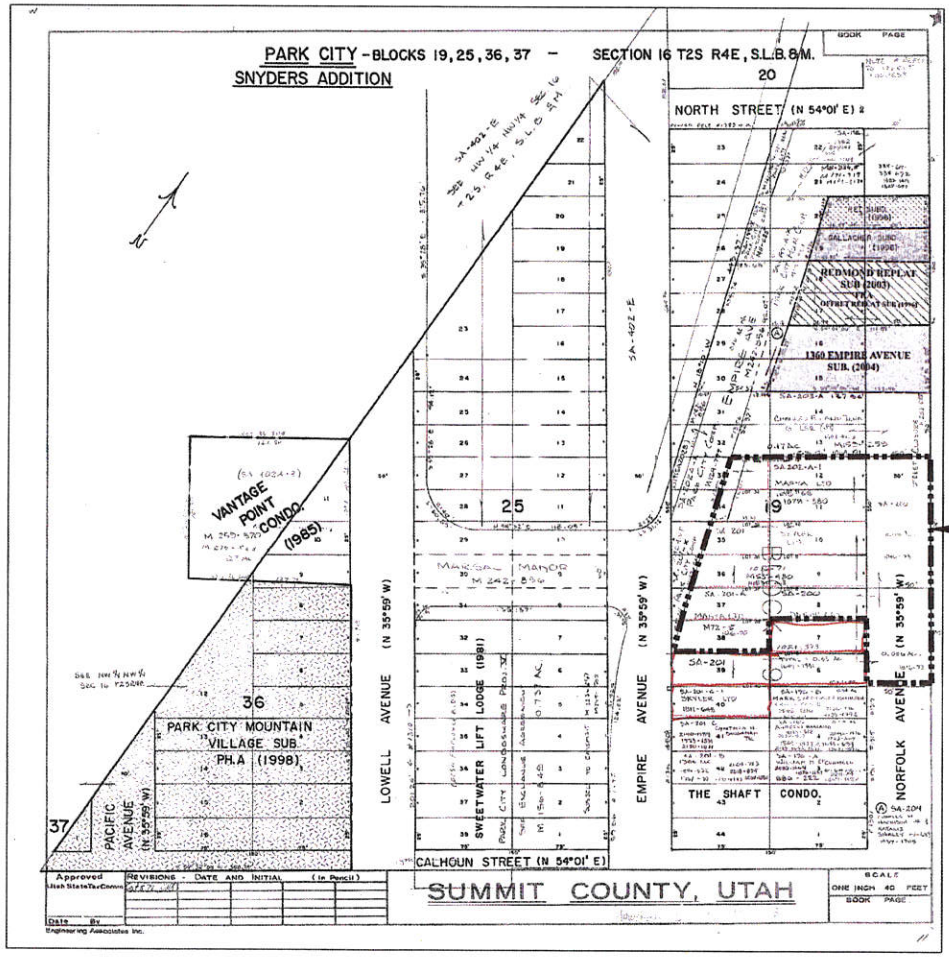
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2014 A.D.
BY _____ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____ PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____ MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE _____ RECORDER _____

EXHIBIT B



Subject Property

40' 0 40' 80'

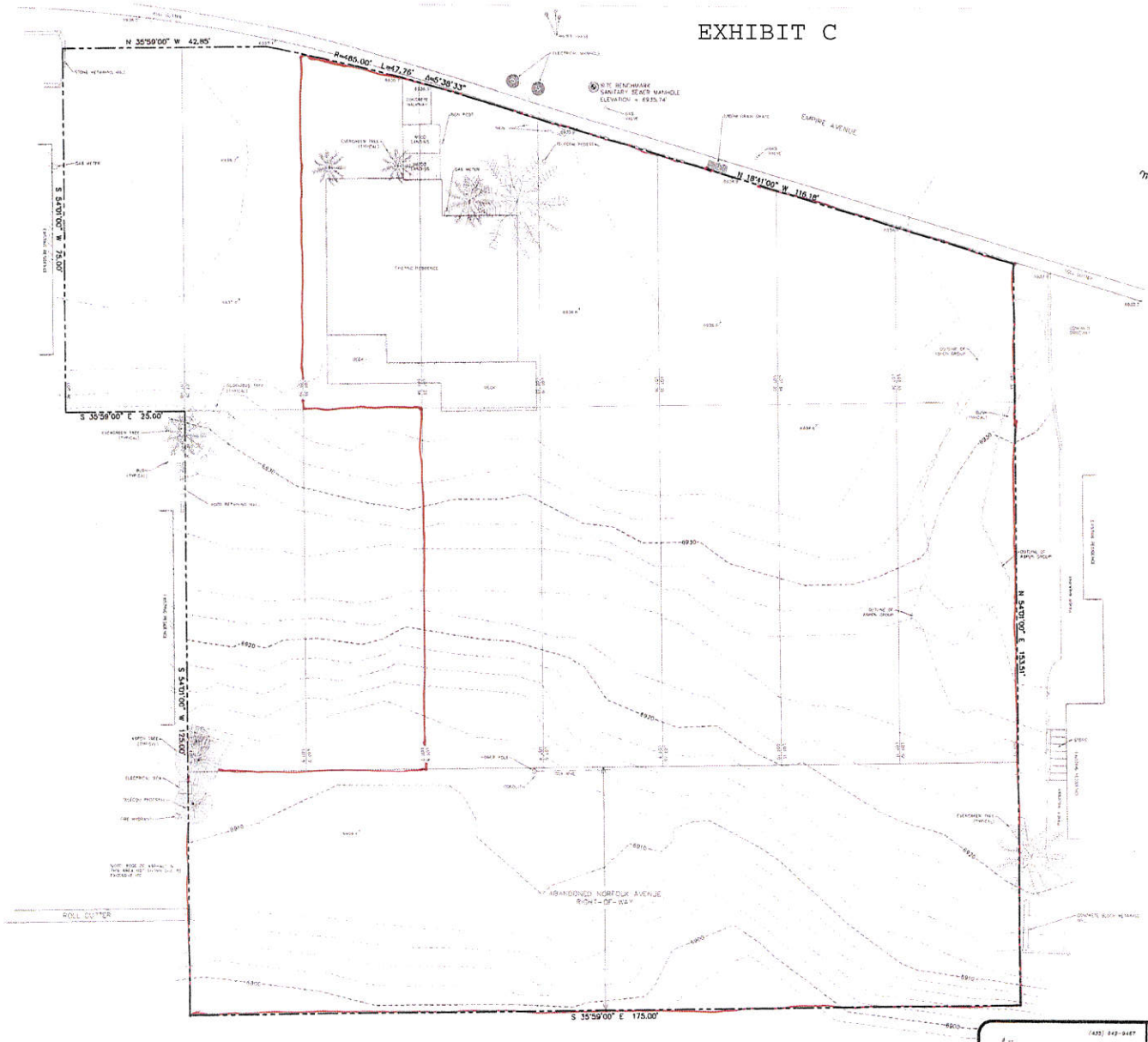
KNUDSON SUBDIVISION

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

NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
STAFF: STEVE SCHUELER, MARSHALL KING
DATE: 12/31/13
OWNERSHIP PLAT
KNUDSON SUBDIVISION
SNYDER'S ADDITION
FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg
SHEET 1 OF 1

EXHIBIT C



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

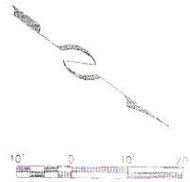
Martin A. Morrison

1-24-'14

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certificate no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary Sewer Manhole Elevation=6935.74'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights
3. This topographic map is based on a field survey performed on January 21, 2014
4. Property corners were not set
5. Snow coverage at the time of the survey was approximately 1"-3". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.



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

STAFF: MARSHALL KING, MARTY MORRISON, HARRISON HOLLEY

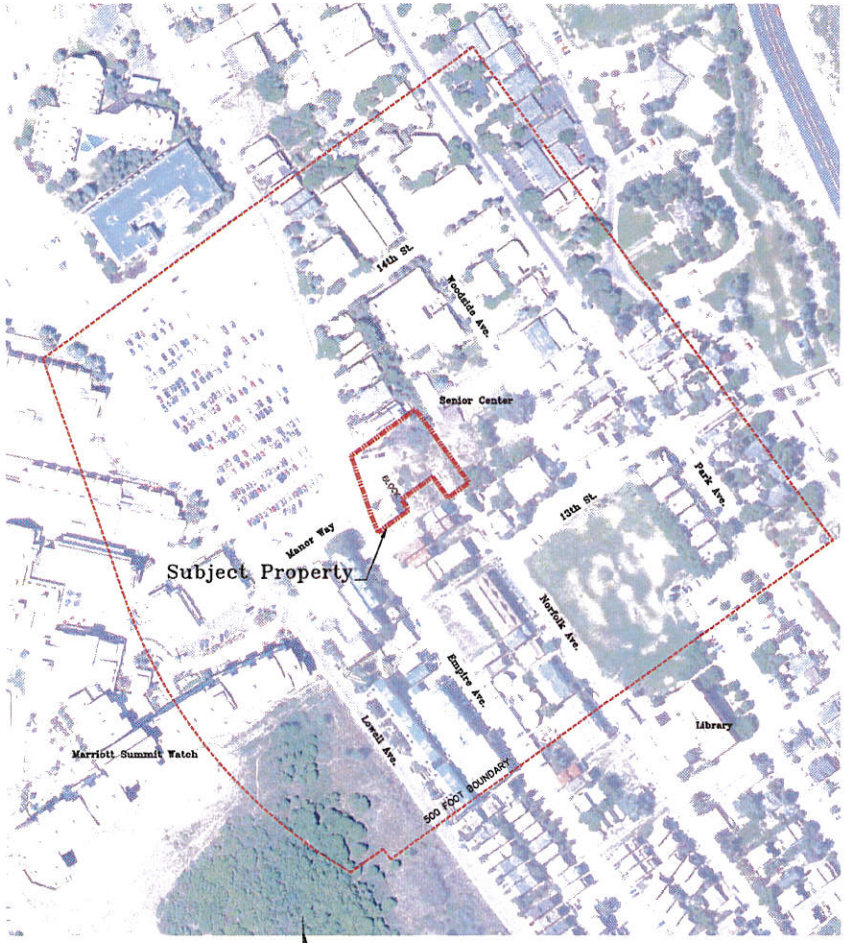
DATE: 1/24/14

EXISTING CONDITIONS & TOPOGRAPHIC MAP
BLOCK 19, SNYDERS ADDITION

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 6-12-13
FILE: X:\SnydersAddition\dwg\srv\topo2013\061213.dwg

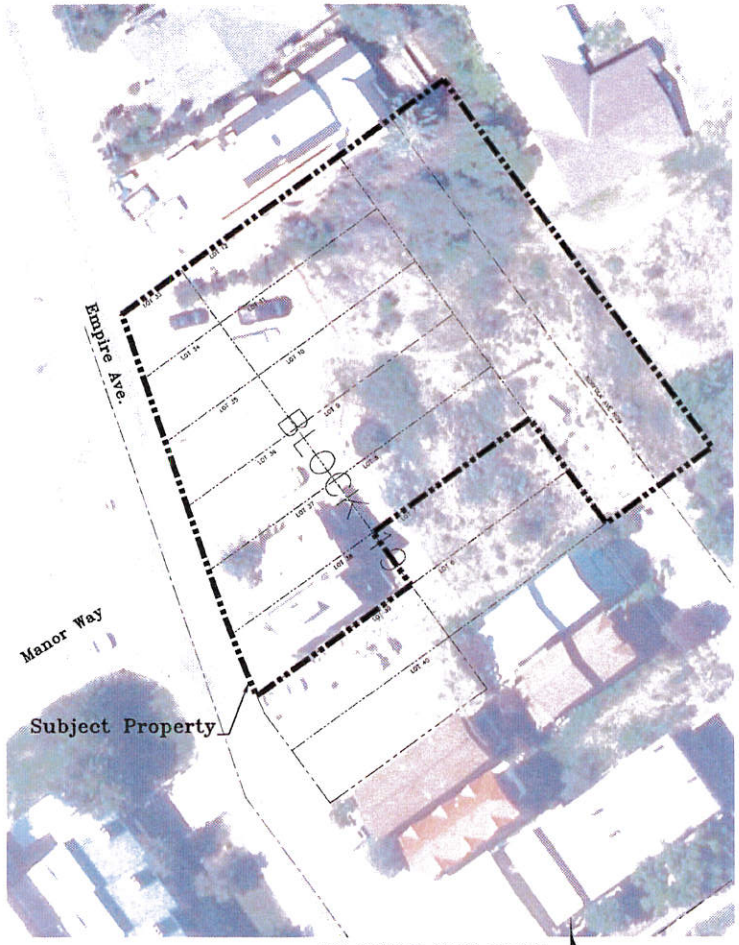
SHEET 1 OF 1

EXHIBIT D



500 FOOT EXHIBIT

100' 0 100' 200'



20 SCALE SITE PLAN

20' 0 20' 40'

KNUDSON SUBDIVISION

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

NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

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

STAFF: STEVE SCHUELER
MARSHALL KING

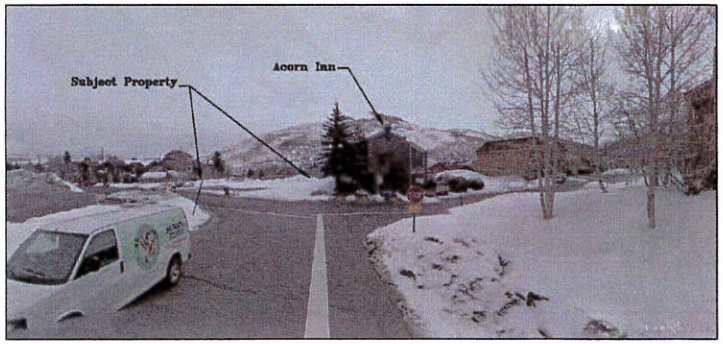
DATE: 12/31/13

ORTHO-PHOTOS
KNUDSON SUBDIVISION
SNYDER'S ADDITION

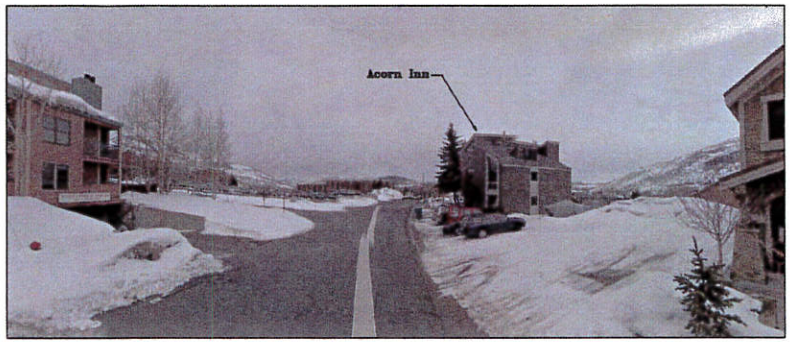
FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

SHEET 1 OF 1

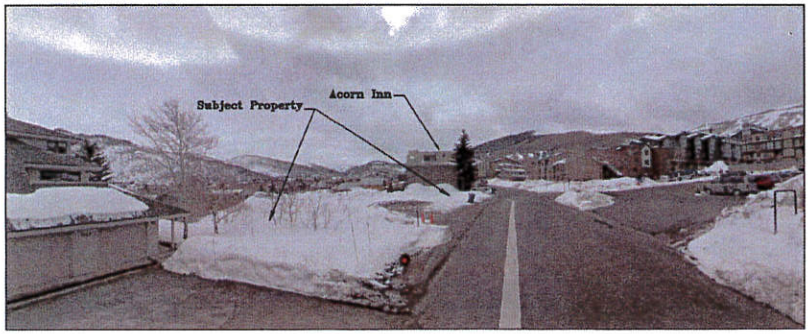
EXHIBIT E



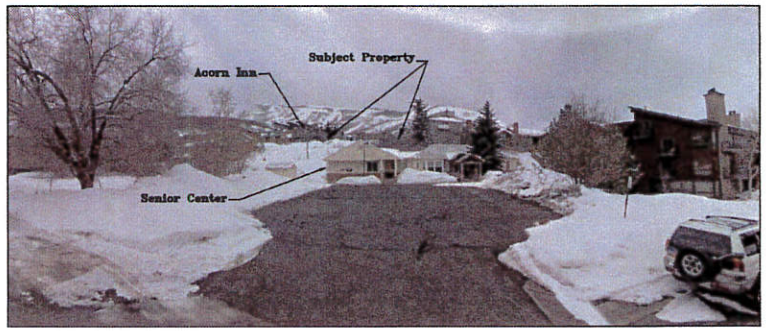
LOOKING EAST FROM MANOR WAY



LOOKING NORTH FROM EMPIRE AVE.



LOOKING SOUTH FROM EMPIRE AVE.

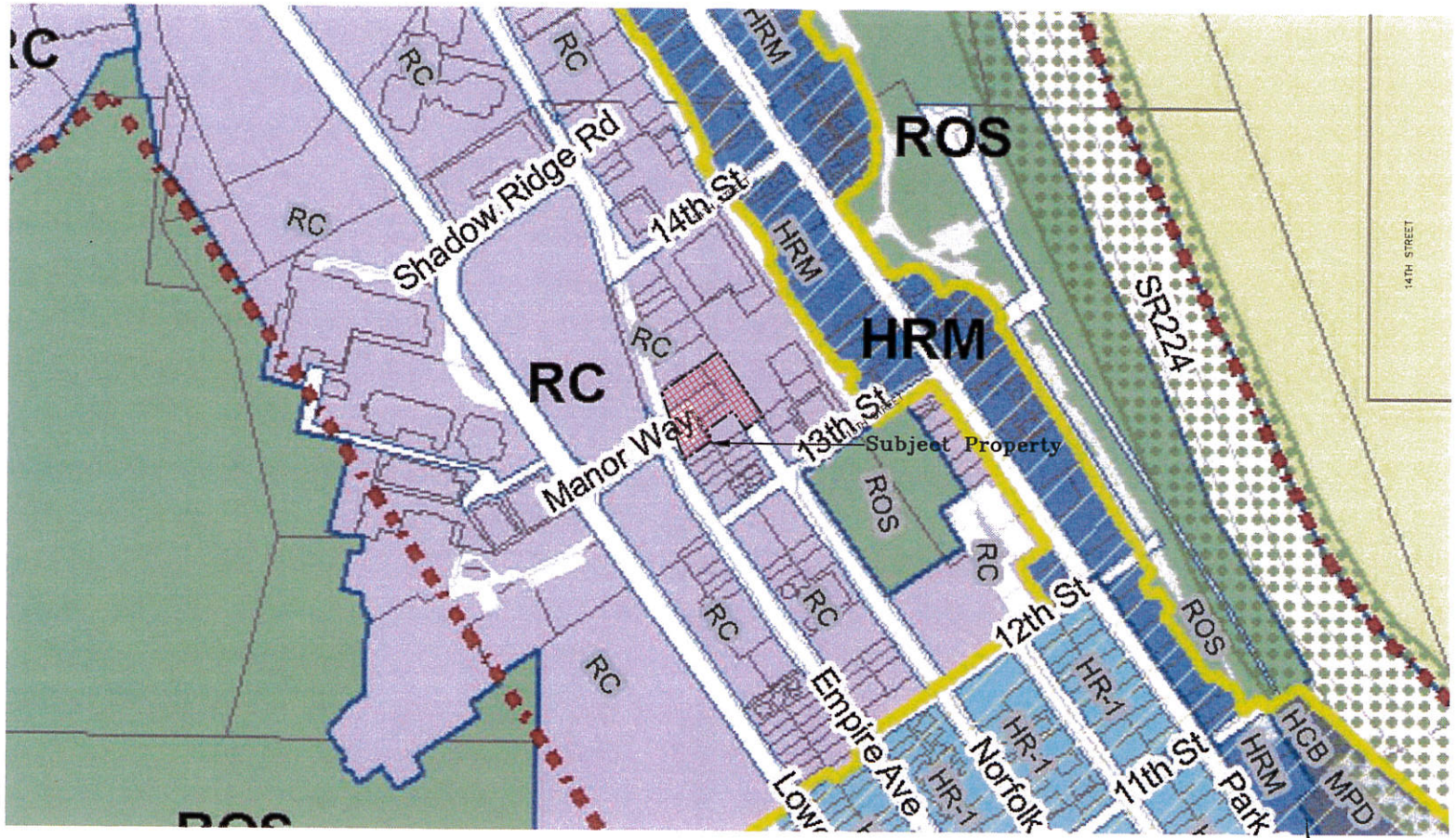


LOOKING WEST FROM NORFOLK AVE.

RECEIVED
DEC 31 2013
PLN

(435) 649-9467 Alliance Engineering Inc. CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 333 Main Street P.O. Box 3004 Park City, Utah 84060-2408	STAFF: STEVE SCHUETLER MARSHALL KING DATE: 12/31/13	STREETSCAPE IMAGES KNUDSON SUBDIVISION SNYDER'S ADDITION FOR: PCMC JOB NO.: S-12-13 FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg	SHEET 1 OF 1

EXHIBIT F



KNUDSON SUBDIVISION

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

RED HATCHING IS FOR ILLUSTRATIVE PURPOSES ONLY

Alliance Engineering	STAFF: STEVE SCHUELER MARSHALL KING	ZONING MAP KNUDSON SUBDIVISION SNYDER'S ADDITION	SHEET 1 OF 1
	DATE: 12/31/13	FOR: PCMC JOB NO.: 6-12-13 FILE: K:\Snyder's Addition\dwg\plat2013\061213-support.dwg	

DEC 3 1 2013

EXHIBIT G

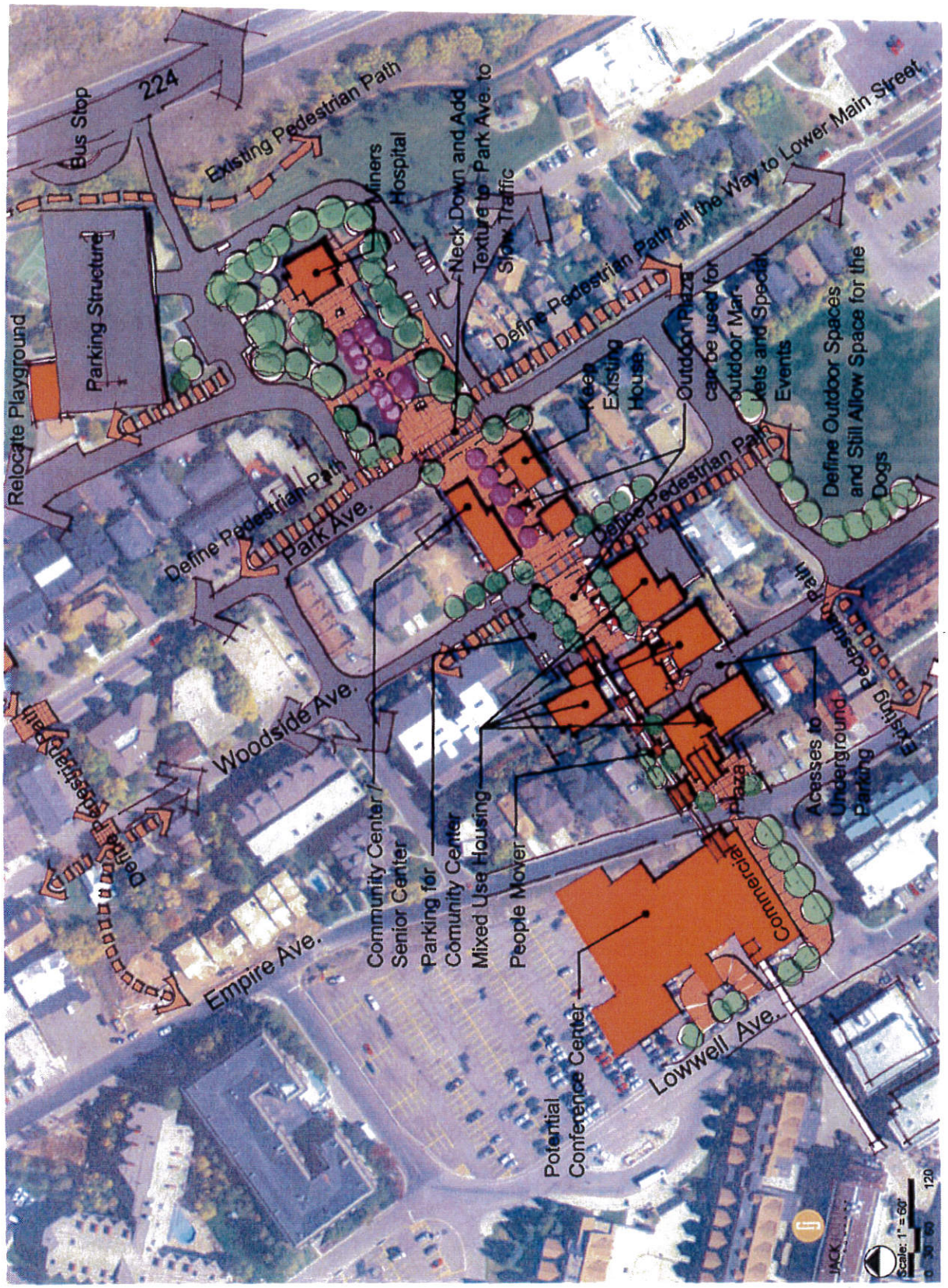

Bus Stop
224
Existing Pedestrian Path
Miners Hospital
Neck Down and Add Texture to Park Ave. to Slow Traffic
Define Pedestrian Path all the Way to Lower Main Street
Parking Structure
Relocate Playground
Keep Existing House
Outdoor Plaza can be used for Outdoor Mar-kets and Special Events
Define Outdoor Spaces and Still Allow Space for the Dogs
Define Pedestrian Path
Park Ave.
Define Pedestrian Path
Woodside Ave.
Existing Pedestrian Path
Community Center / Senior Center
Parking for Comunity Center Mixed Use Housing
People Mover
Plaza
Acesses to Underground Parking
Commercial
Empire Ave.
Potential Conference Center
Lowwell Ave.
Scale: 1" = 60'
0 30 60 120

EXHIBIT H

January 23, 2014

Gary Knudson
PO Box 511
Park City, UT 84060

NOTICE OF PLANNING DIRECTOR DETERMINATION

Project Address:	1314 & 1350 Empire Avenue
Project Description:	Plat Amendment
Project Number:	PL-14-02202
Date of Action:	January 23, 2014

ACTION TAKEN BY PLANNING DIRECTOR:

Per Land Management Code (LMC) 15-7.1-6(A) an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

The Planning Director finds that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather,

the applicant may move forward with the request for a three lot plat amendment at 1314 & 1350 Empire Avenue only.

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. The applicants are requesting to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 acres into three (3) lots of record. Currently, the property includes Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey area of Park City.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and provide access for Lot C to Norfolk Ave.
4. New additions to the Acorn Inn would require adherence to current setbacks as required in the RC District.
5. The property at 1314 Empire Avenue is contiguous with the 2 lots (Lots 39 & 40) directly south along Empire Avenue as well as the 2 lots (Lots 6 & 7) directly south of Lot C.
6. The applicant submitted an application for a plat amendment on December 31, 2013.
7. The Planning Commission will review the application for a three (3) lot subdivision on January 29, 2014.
8. Staff learned that Gary Knudson owned the contiguous property directly south and southeast of 1314 Empire Avenue (Lots 6, 7, 39, & 40) on January 14, 2013.
9. Gary Knudson has directly expressed interest in not subdividing the other 4 lots contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40). The property contiguous to 1314 Empire Avenue is not already developed and the owner does not intend to develop this property at this time.
10. There are no existing structures on the 4 contiguous lots (Lots 6, 7, 39, & 40).

Conditions of Approval

1. All standard conditions of approval shall apply.
2. Any modifications to the property contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40) will require the applicant to submit a plat amendment application to the Planning Department.

If you have any questions regarding this determination, please don't hesitate to

contact the Planning Department at 435-615-5060.

Sincerely,

Thomas E. Eddington Jr., AICP, LLA
Planning Director

CC: Christy J. Alexander, AICP
Planner II

City Council Staff Report

Subject: **Knudson Subdivision, 1314 & 1350 Empire Avenue**
Author: **Christy J. Alexander, Planner II**
Date: **February 13, 2014**
Type of Item: **Administrative – Plat Amendment**
Project Number: **PL-14-02202**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision located at 1314 & 1350 Empire Avenue, based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant:	Jonathan Weidenhamer & Matt Twombly (Park City Redevelopment Authority (RDA)) and Gary Knudson, represented by Steve Schueler
Location:	1314 & 1350 Empire Avenue
Zoning:	Recreation Commercial (RC) District
Adjacent Land Uses:	Single-family residential, vacation rentals, nightly rentals, duplex, condominiums, recreational open space, office space, resort commercial.
Reason for Review:	Plat amendments require Planning Commission review and recommendation to City Council

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 8-12, Lots 33-38, and the adjacent abandoned Norfolk Ave ROW of Block 19 of the Snyder's Addition to the Park City survey.

The applicant wishes to combine the lots to create three (3) new lots, one to be owned by the Park City RDA and two to be owned by Gary Knudson, the current owner of the Acorn Inn. This amendment is necessary in order for the City's RDA to move forward with a redevelopment project it has been working on since 2010 and to remove lot lines under the Acorn Inn and create compliance with the northerly side and rear yard setbacks for the Acorn Inn. The lots are currently zoned as Recreation Commercial (RC).

Purpose

The purpose of the Recreation Commercial (RC) District is to:

(A) Allow for the Development of hotel and convention accommodations in close proximity to major recreation facilities,
(B) Allow for resort-related transient housing with appropriate supporting commercial and service activities,
(C) Encourage the clustering of Development to preserve Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of construction and municipal services,
(D) Limit new Development on visible hillsides and sensitive view Areas,
(E) Provide opportunities for variation in architectural design and housing types,
(F) Promote pedestrian connections within Developments and to adjacent Areas,
(G) Minimize architectural impacts of the automobile,
(H) Promote the Development of Buildings with designs that reflect traditional Park City architectural patterns, character, and Site designs,
(I) Promote Park City's mountain and Historic character by designing projects that relate to the mining and Historic architectural heritage of the City, and
(J) Promote the preservation and rehabilitation of Historic Buildings.

Background

The Knudson Subdivision project is located in the "Snyder's Addition" survey area. The project is located between the 13th and 14th Street blocks on both Empire Ave and Norfolk Avenue, directly across the street from Park City Mountain Resort, as shown on the enclosed ortho-photographs (Exhibit D). The proposed subdivision is comprised of Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW, approximately .64 acres. The lots comprising the proposed subdivision have, historically, been owned by Gary Knudson, under various entities, for over 40 years. In 1972 Mr. Knudson built the Acorn Inn, a small nightly rental, on Lots 37 and 38. The remaining lots are undeveloped.

On December 17, 2013, the Park City RDA entered into a Purchase and Sale Agreement with two entities controlled by Gary and Helen Knudson to purchase all of lots 10, 11, 12 and portions of Lots 9, 33, 34, 35, 36. On December 23, 2013, the Park City RDA closed on Lots 11 and 12 and portions of Lots 33 and 34. The Park City RDA and another entity controlled by Gary and Helen Knudson will close on the balance of the lots described in the Purchase and Sale Agreement on or before February 28, 2014, provided the Knudson Subdivision is approved pursuant to the application before council today. The Park City RDA is purchasing the property for the purpose of allowing for future pedestrian corridor and public improvements on said lots. Mr. Knudson, through his various entities, will develop his remaining parcels as determined by his own schedule. Mr. Knudson has not filed an application for any development to date.

On December 31, 2013, the City received an application to create these three (3) legal lots of record from 25,883 square feet; the application was deemed complete on January 7, 2014. Lot A as shown on the proposed plat in Exhibit A, if approved, will be purchased as described above by the Park City RDA to facilitate a key pedestrian east/west connection. It is intended to become a visual and functional pedestrian

transportation corridor connecting Empire Avenue to Park Avenue and allowing movement from the resort to lower Main Street. However, the City's RDA will not restrict that property as part of the plat, leaving it alone until the master plan for the area is finalized. Therefore, the City's RDA could use Lot A for future development should the master plan not be carried out. Gary Knudson intends to keep Lot B (with the Acorn Inn) as well as keep Lot C for future development.

Mr. Knudson also owns Lots 6, 7, 39 & 40, all undeveloped, which are adjacent to this proposed subdivision as shown on the Ownership Plat and Aerial Photo exhibits (Exhibits B and D). As per Land Management Code (LMC) 15-7.1-6(A) "an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application."

The Planning Director made a determination on January 23, 2014 that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only. The Planning Commission voted unanimously to waive the requirement on January 29, 2014 at their regular meeting, thus allowing the subdivision process to proceed forward as Mr. Knudson has no intentions to develop his contiguous properties at this time.

The Planning Commission also voted unanimously on January 29, 2014 to forward a positive recommendation to the City Council for the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Analysis

The applicants wish to combine the lots in order to move forward with the City's redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. In addition, Gary Knudson's lots will have residential development opportunity. Although Mr. Knudson is not intending to develop Lot C in the immediate future, the allowed uses in this zone, and compatible to this neighborhood which could be developed on these sites include: Single Family Dwelling, Duplex Dwelling, Triplex Dwelling, Secondary Living Quarters, Lockout Unit, Accessory Apartment, Nightly Rental, Home Occupation, Child Care: In-Home Babysitting, Child Care: Family, Child Care: Family Group, Child Care Center, Accessory Building and

Use, Conservation Activity, Agriculture, Bed & Breakfast Inn, Boarding House: Hostel, Minor Hotel, Parking Area or Structure with four (4) or fewer spaces.

The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft. The zoning for the subdivision is Recreation Commercial (RC) and is subject to the following criteria:

RC Zone	**Permitted**
Lot Size	1,875 SF minimum
Front yard setback	20 feet
Side yard setback	10 feet
Rear yard setback	10 feet
Height	35 feet/3 stories
Development Floor Area Ratio	1.0 (not including underground parking structures)
Parking	As determined per use

Lot B with Acorn Inn	**Existing Building on New Lot Configuration**
Lot Size	4,133 SF
Front yard setback	20 feet
Side yard setback	Approximately 5 feet on the south and 13 feet to the north. The south setback is existing legal non-conforming. No additions could be made to the building unless they comply with the current Code. The new configuration of the northern lot line is compliant with the Code.
Rear yard setback	10 feet for the building which is compliant; the deck is 1 foot off the property line which is also compliant.

The plat amendment will be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots. Access to the lots are from Empire Avenue for Lots A and B. Lot C sits adjacent to Norfolk Avenue.

Staff finds good cause for this plat amendment to create three (3) legal lots of record from the existing eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW. The proposed plat amendment does not create any new non-conforming situations.

Good Cause

Planning Staff finds there is good cause for this plat amendment. Combining the lots will allow the City to move forward with redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR. The plat amendment is necessary so that there is not any remnant parcels and to allow any improvements to occur on the property. The plat amendment will also utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community as well as absorb the adjacent abandoned Norfolk Avenue ROW into the Knudson Subdivision.

Staff finds that the plat will not cause undo harm to adjacent property owners and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Department Review

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

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input

Staff has not received public input on this application at the time of this report. Public input may be taken at the regularly scheduled City Council public hearing.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Alternatives

- The City Council may approve the Knudson Subdivision as conditioned or amended; or
- The City Council may deny the Knudson Subdivision and direct staff to make Findings for this decision; or

- The City Council may continue the discussion on the Knudson Subdivision to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and eleven (11) existing lots and abandoned ROW would not be adjoined and remain as is.

Recommendation

Staff recommends that the City Council hold a public hearing and consider approving the Knudson Subdivision based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Ownership Plat
Exhibit C – Existing Conditions Survey
Exhibit D – Vicinity Map/Aerial Photograph
Exhibit E – Streetscape Images
Exhibit F – Zoning Map
Exhibit G – Master Plan for City Property in RDA
Exhibit H – Notice of Planning Director Determination to waive LMC 15.1-6(A)

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 14-

AN ORDINANCE APPROVING THE KNUDSON SUBDIVISION PLAT LOCATED AT 1314 & 1350 EMPIRE AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Knudson Subdivision located at 1314 & 1350 Empire Avenue, have petitioned the City Council for approval of the Knudson Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners according to the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on January 29, 2014 to receive input on the proposed subdivision;

WHEREAS, on January 29, 2014 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on February 13, 2014 the City Council held a public hearing on the proposed Knudson Subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed Knudson Subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Knudson Subdivision, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. On December 31, 2013, the applicants submitted an application for a plat amendment to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 square feet into three (3) lots of record.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove

lot lines under the Acorn Inn and compliance with the northerly side and rear yard setbacks for the Acorn Inn.

4. The application was deemed complete on January 7, 2014.
5. As per Land Management Code (LMC) 15-7.1-6(A) “an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the “same ownership,” as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder’s office.
6. The Planning Director made a determination on January 23, 2014 and the Planning Commission voted to support the determination that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather, the applicant may move forward with the request for a three (3) lot plat amendment at 1314 & 1350 Empire Avenue only.
7. The RC zone requires a minimum lot area of 1,875 square feet.
8. Lots A and B have frontage on and access from Empire Avenue. Lot C has frontage on and access from Norfolk Avenue.
9. The proposed subdivision contains a total of 25,883 square feet of area. Lot A contains 14,625 sq. ft., Lot B contains 4,133 sq. ft., and Lot C contains 7,125 sq. ft.
10. Lot A is intended to be used for a future RDA pedestrian connection between PCMR and Miner’s Hospital. The Acorn Inn will remain on Lot B. Lot C is vacant.
11. The proposed plat amendment does not create any new non-complying or nonconforming situations.
12. The plat amendment secures a public snow storage easement across the frontage of Lot A on Empire Avenue.
13. The amendment of eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW would be the second largest plat amendment in the neighborhood. The largest of these plat amendments is the Carl Winters School Subdivision which contains seventy-two (72) lots and the next largest is the Park City High School Mechanical Arts Building which contains seven (7) lots.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

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

PASSED AND ADOPTED this ___day of February, 2014

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
Marci Heil, City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

EXHIBIT A

LEGEND

● 5/8" rebar w/cap to be set, ALLIANCE ENGR/LS 154491

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 35°59'00" E	25.00
L2	S 54°01'00" W	1.66

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	485.00	40.45	4°46'43"

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey map of KNUDSON SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

REGISTERED LAND SURVEYOR No. 154491 JOHN DEMKOWICZ State of Utah

_____ _____
John Demkowicz Date

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Redevelopment Authority, as to PARCEL 1, does hereby certify that it has caused this Plat Amendment to be prepared and hereby consents to the recordation of this Plat Amendment.

IN WITNESS WHEREOF, the undersigned set his hand this _____, day of _____, 2014.

_____
Park City Redevelopment Authority

ACKNOWLEDGMENT

State of Utah

County of Summit

On this _____ day of _____, 2014, _____ personally appeared before me, the undersigned Notary Public in and for said state and county. Having been duly sworn,

_____ acknowledged to me that he is authorized _____ and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name

Residing in: _____

My commission expires: _____

LEGAL DESCRIPTION

A parcel of land located in the northwest quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 12, Block 19, Snyder's Addition to Park City Survey, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence along the easterly boundary of Block 19 South 35°59'00" East 50.00 feet to the easternmost corner of Lot 11; thence along the south boundary of Lots 11 and 34 South 54°01'00" West 119.08 feet to the easterly edge of Empire Avenue; thence along the easterly edge of Empire Avenue North 18°41'00" West 52.37 feet to the north boundary of Lot 33; thence along the north boundaries of Lots 33 and 12 North 54°01'00" East 103.51 feet to the point of beginning.

LOT 8, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the office of the Recorder.

All of LOTS 9, 10, 35 AND 36 Block 19, Snyder's Addition to Park City, Park City, Utah, according to the official plat thereof and on file and of record in the Summit County Recorder's Office.

Less and excepting any portion lying within Empire Avenue.

Beginning at the north corner of Lot 12, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to the east right-of-way line of said Norfolk Avenue; thence South 35°59' East along said east line 100.00 feet; thence South 54°01' West 50.00 feet to said west line; thence North 35°59' West along west line 100.00 feet to the point of beginning.

Beginning at the north corner of Lot 8, Block 19, Snyder's Addition to Park City, Utah, said point of beginning also being on the west right-of-way line of Norfolk Avenue; thence North 54°01' East 50.00 feet to a point on the east right-of-way line of Norfolk Avenue; thence South 35°59' East along said east line 75.0 feet; thence South 54°01' West 50.00 feet to a point on said west line; thence North 35°59' West along west line 75.0 feet to the point of beginning.

Lots 37 AND 38, Block 19, Snyder's Addition to Park City, according to the official plat thereof on file and of record in the Office of the Recorder.

Less and excepting any portion lying within Empire Avenue.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SKYLER, LTD., the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. SKYLER, LTD., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

SKYLER, LTD.

_____
Gary Knudson, Manager

State of _____:
ss:
County of _____:

ACKNOWLEDGMENT

On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of SKYLER, LTD., organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name

Residing in: _____

My commission expires: _____

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that MARYA, LLC., a Utah limited liability company, the undersigned owner of the herein described tract of land, to be known hereafter as KNUDSON SUBDIVISION, does hereby certify that it has caused this Plat Amendment to be prepared. MARYA, LLC., hereby consents to the recordation of this Plat Amendment.

In witness whereof, the undersigned set his hand this _____ day of _____, 2014.

MARYA, LLC., a Utah limited liability company

_____
Gary Knudson, Manager

State of _____:
ss:
County of _____:

ACKNOWLEDGMENT

On this _____ day of _____, 2014, Gary Knudson personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Gary Knudson acknowledged to me that he is the Manager of MARYA, LLC., a Utah limited liability company, organized and existing under the laws of the State of Utah for and in behalf of said company for the uses and purposes stated therein and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name

Residing in: _____

My commission expires: _____

A RE-SUBDIVISION OF PLATTED LOTS AND RIGHT-OF-WAY
BLOCK 19, SNYDER'S ADDITION TO PARK CITY SURVEY

KNUDSON SUBDIVISION

LOCATED IN THE NORTH HALF OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

20 0 20 40

SHEET 1 OF 1

1/28/14 JOB NO.: 6-12-13 FILE: X:\SnydersAddition\dwg\srv\plat2013\061213.dwg

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2014 A.D.
BY _____
S.B.W.R.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2014 A.D.
BY _____
CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2014 A.D.
BY _____
PARK CITY ENGINEER

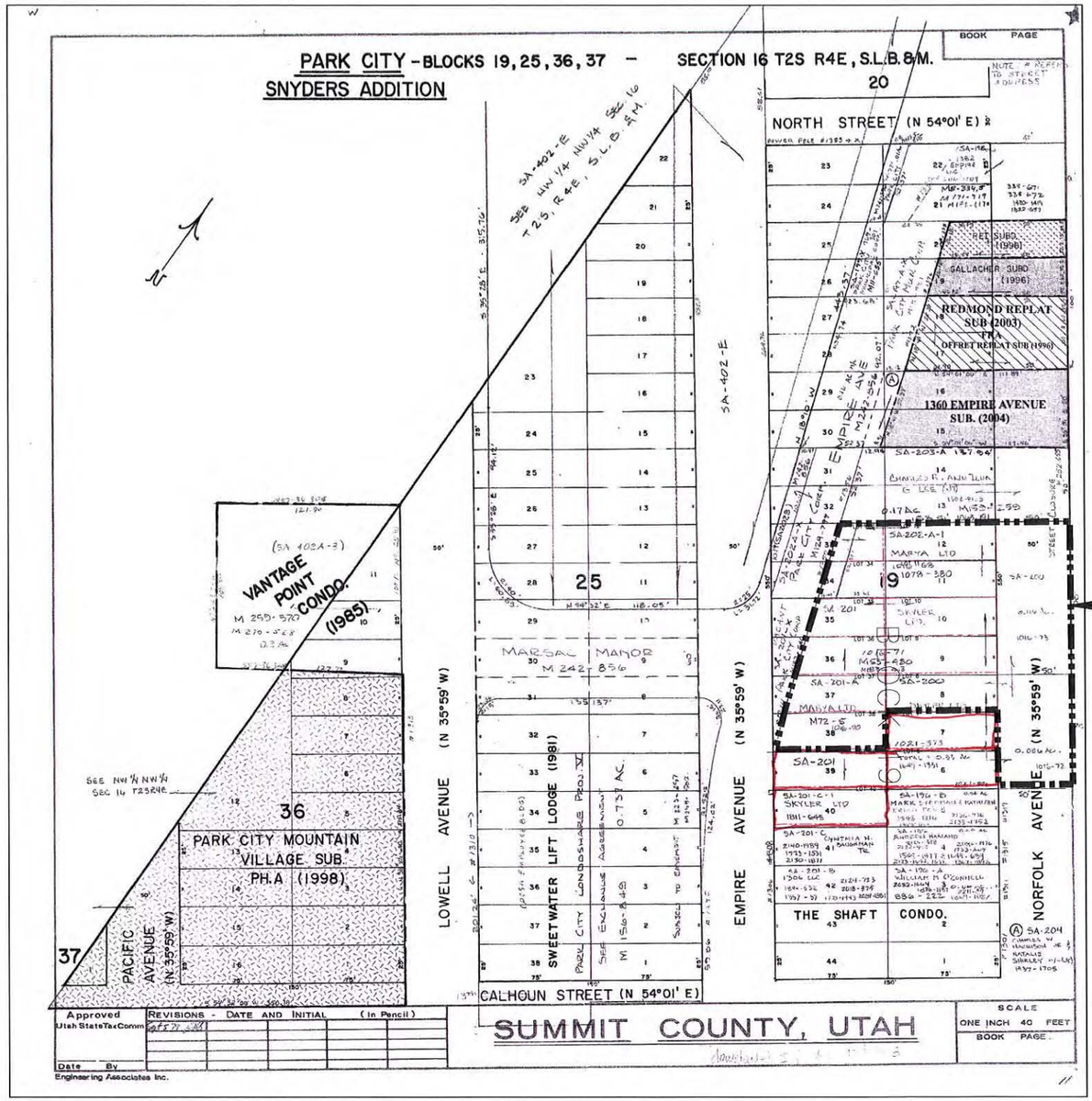
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2014 A.D.
BY _____
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2014 A.D.
BY _____
MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
_____ _____
FEE RECORDER

77



40' 0 40' 80'

KNUDSON SUBDIVISION

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

NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

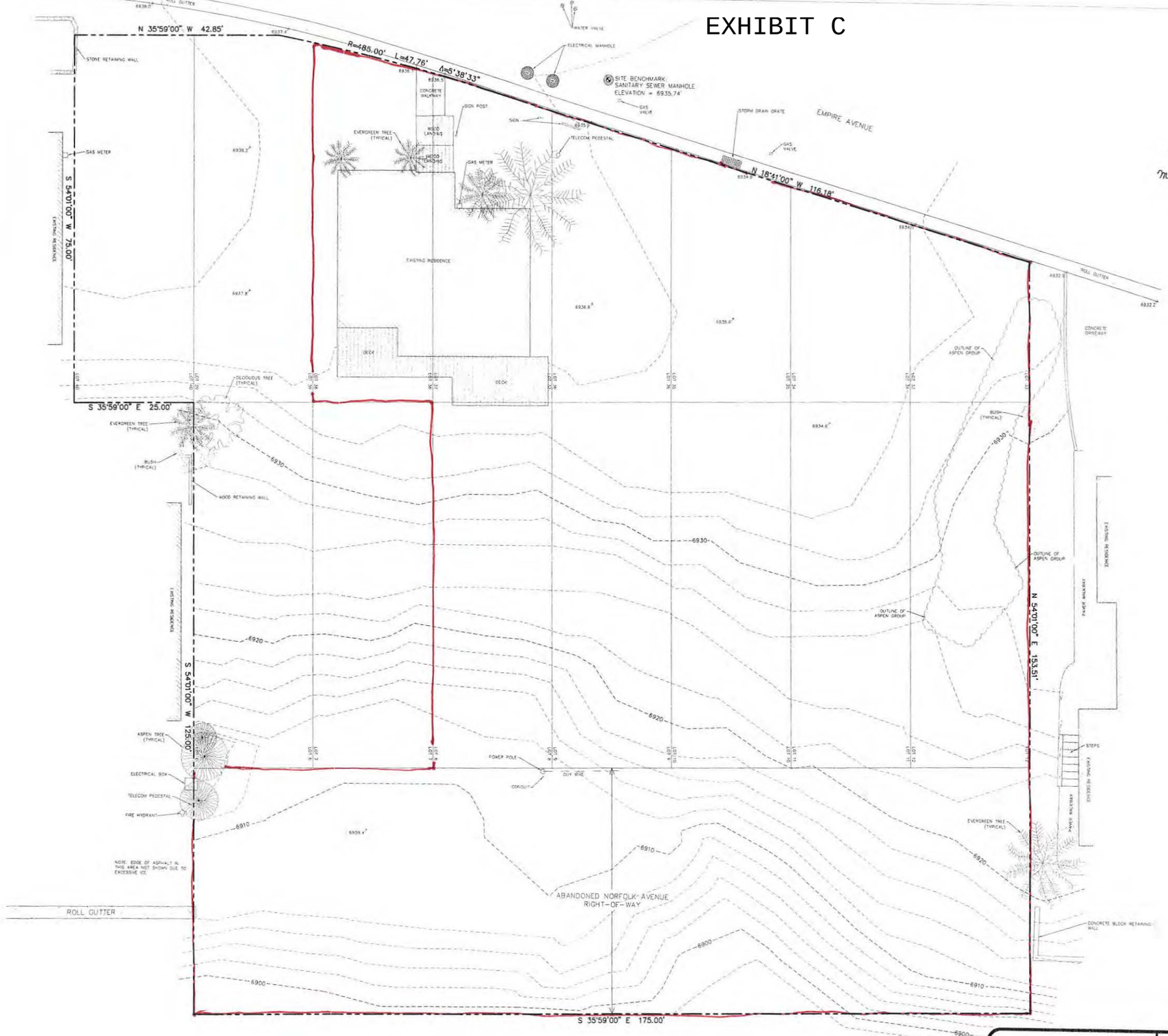
(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF: STEVE SCHUELER, MARSHALL KING
DATE: 12/31/13

OWNERSHIP PLAT
KNUDSON SUBDIVISION
SNYDER'S ADDITION
FOR: PCMC
JOB NO.: 6-12--13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

SHEET 1 OF 1

EXHIBIT C



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR
No. 4938739
MARTIN A. MORRISON
State of Utah

Martin A. Morrison
1-24-'14

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

NOTES

1. Site Benchmark: Sanitary Sewer Manhole
   Elevation=6935.74'
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on January 21, 2014.
4. Property corners were not set.
5. Snow coverage at the time of the survey was approximately 1'-2'
   As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.

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

STAFF:
MARSHALL KING
MARTY MORRISON
HARRISON HOLLEY

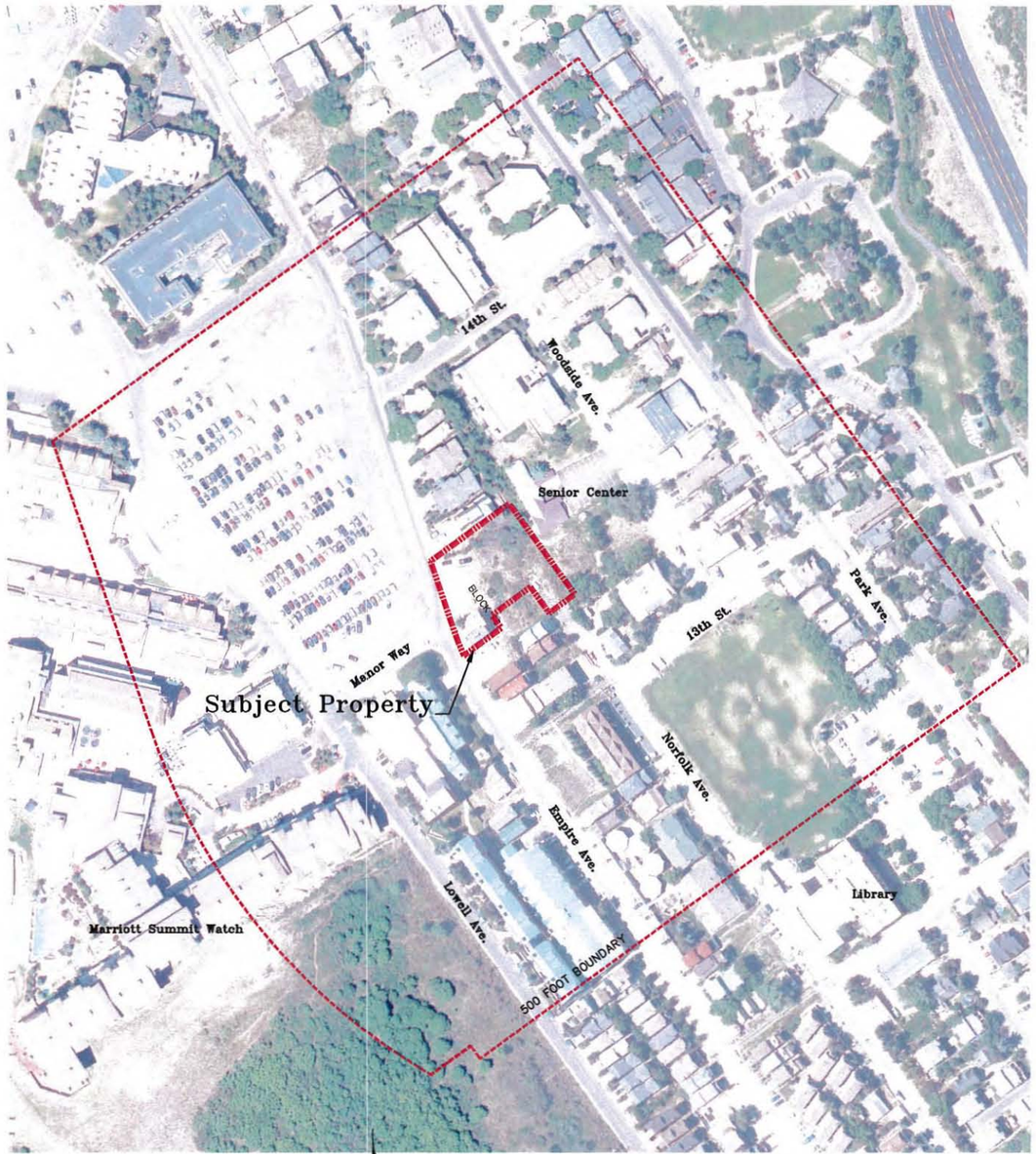
DATE: 1/24/14

EXISTING CONDITIONS & TOPOGRAPHIC MAP
BLOCK 19, SNYDERS ADDITION

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 6-12-13
FILE: X:\SnydersAddition\dwg\srv\topo2013\061213.dwg

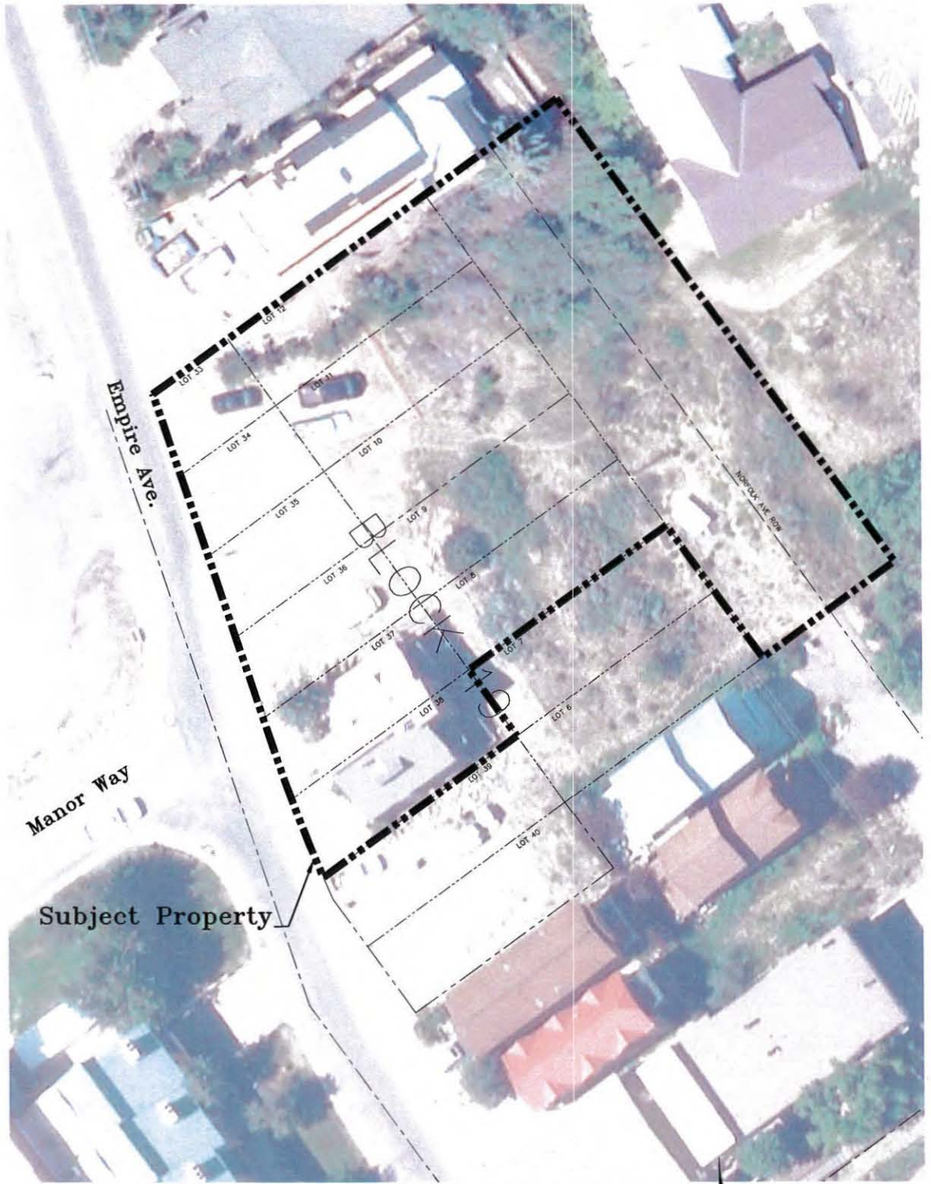
SHEET 1 OF 1

EXHIBIT D



500 FOOT EXHIBIT

100' 0 100' 200'



20 SCALE SITE PLAN

20' 0 20' 40'

KNUDSON SUBDIVISION

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

NOTE:
1. In addition to Lots in this subdivision, Lots 6 & 7 and Lots 39 & 40, are owned by Gary Knudson, under the entity, Skyler LTD.

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

STAFF:
STEVE SCHUELER
MARSHALL KING

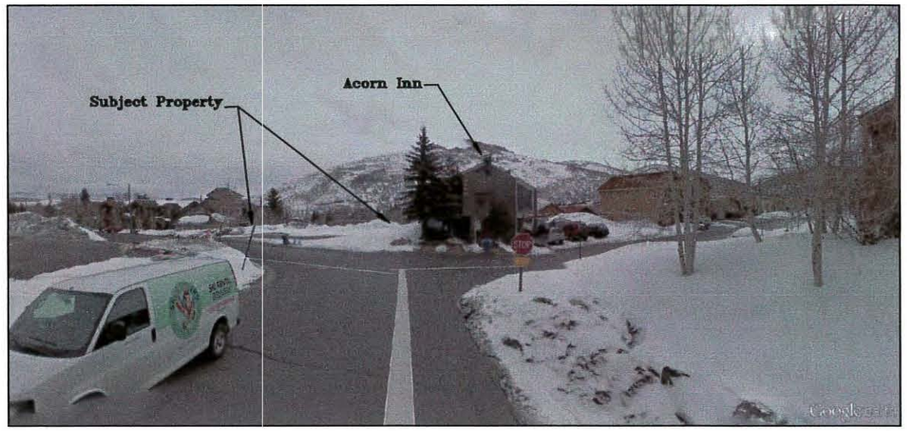
DATE: 12/31/13

ORTHO-PHOTOS
KNUDSON SUBDIVISION
SNYDER'S ADDITION

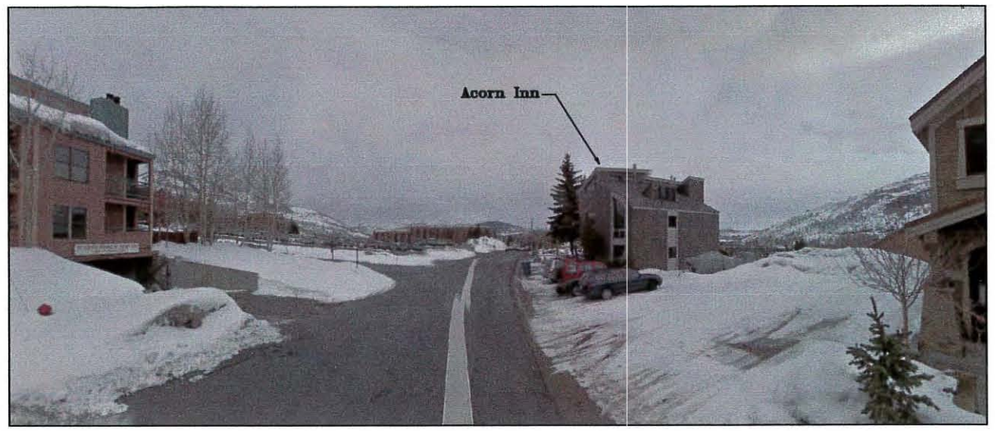
FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

SHEET 1 OF 1

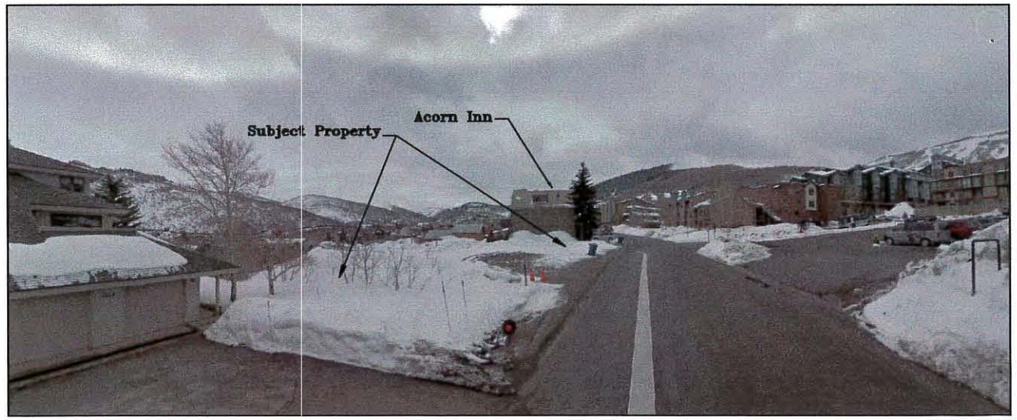
EXHIBIT E



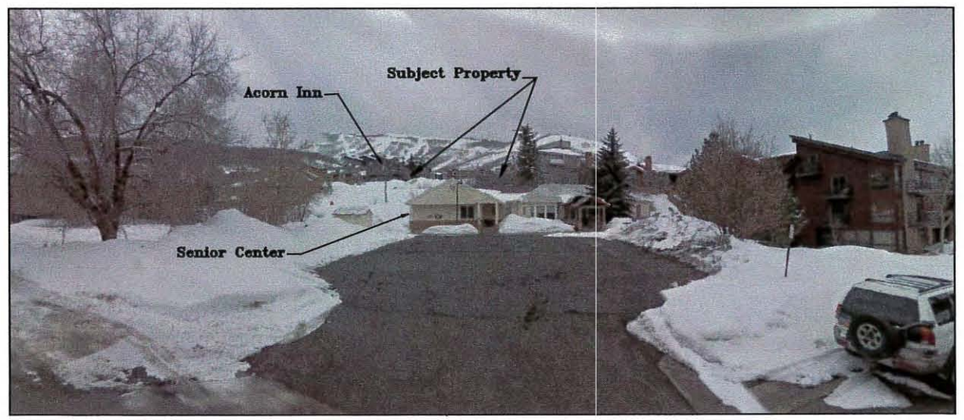
LOOKING EAST FROM MANOR WAY



LOOKING NORTH FROM EMPIRE AVE.



LOOKING SOUTH FROM EMPIRE AVE.



LOOKING WEST FROM NORFOLK AVE.

RECEIVED
DEC 3 1 2013
PARK CITY
PLANNING DEPT.

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

STAFF: STEVE SCHUELER
MARSHALL KING

DATE: 12/31/13

STREETSCAPE IMAGES
KNUDSON SUBDIVISION
SNYDER'S ADDITION

FOR: PCMC
JOB NO.: 6-12-13
FILE: X:\Snyder's Addition\dwg\plat2013\061213-support.dwg

SHEET 1 OF 1

EXHIBIT F

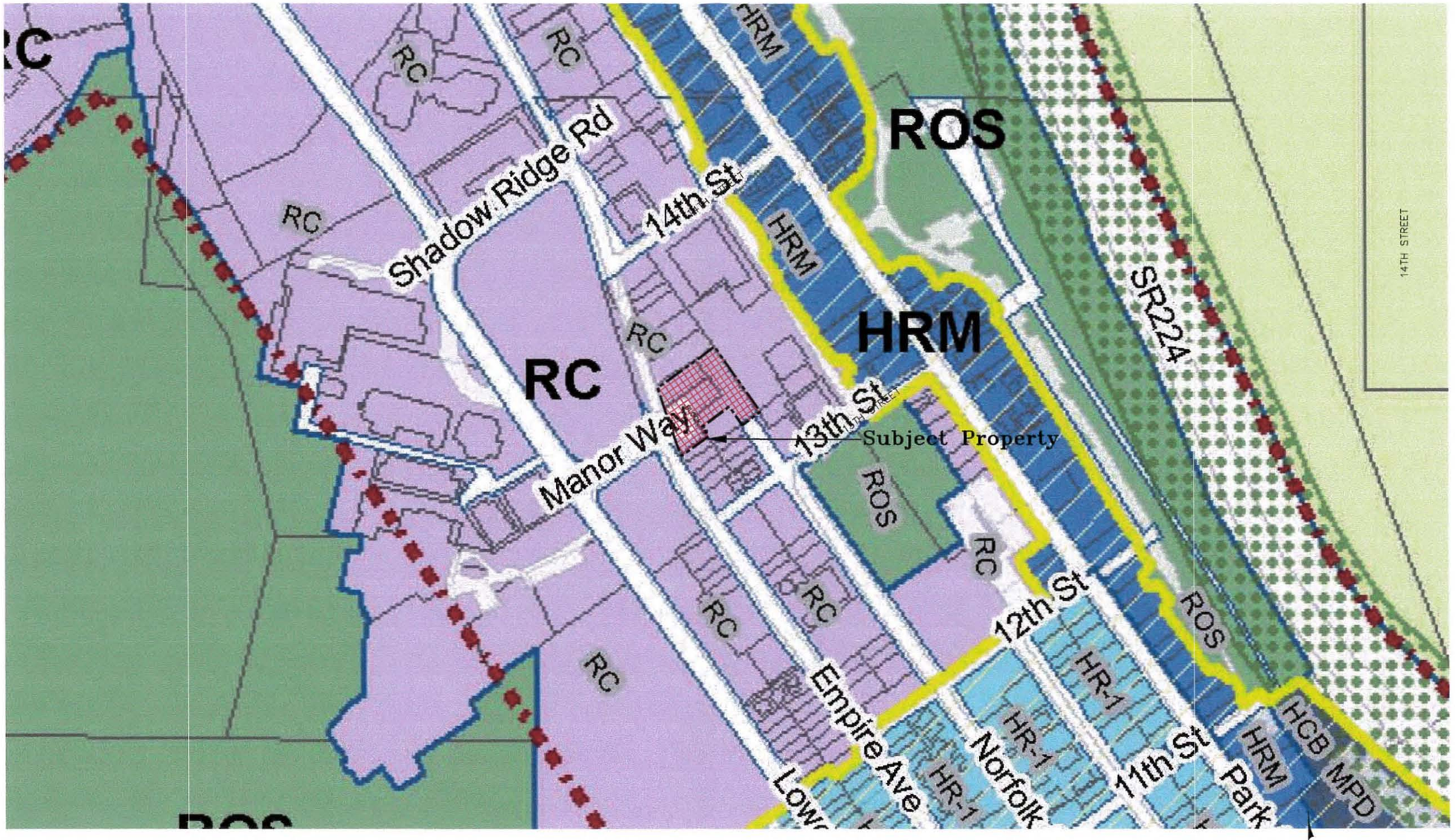

RC
RC
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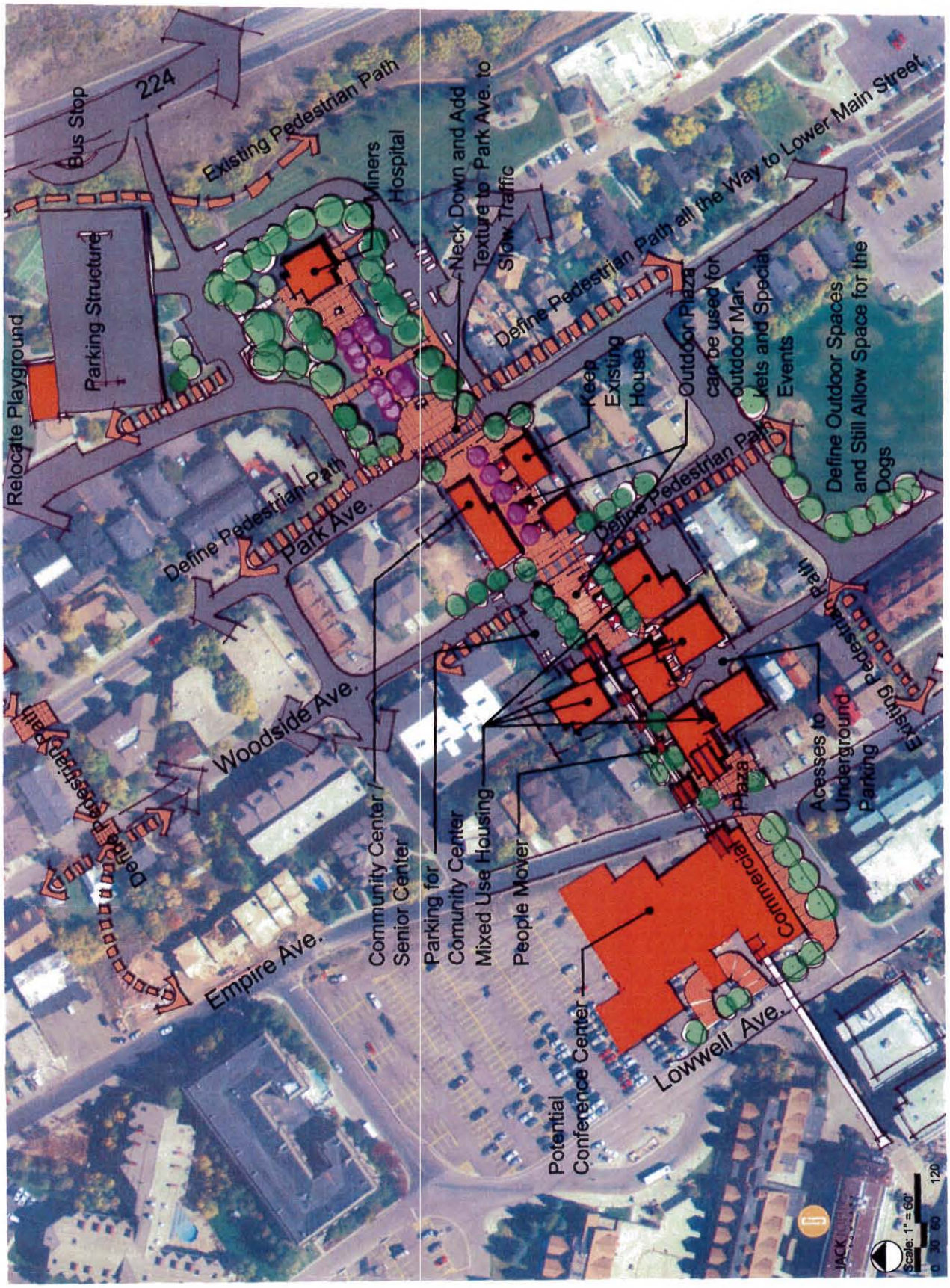
EXHIBIT G


Bus Stop
224
Existing Pedestrian Path
Miners Hospital
Neck Down and Add Texture to Park Ave. to Slow Traffic
Define Pedestrian Path all the Way to Lower Main Street
Parking Structure
Relocate Playground
Define Outdoor Spaces and Still Allow Space for the Dogs
Keep Existing House
Outdoor Plaza can be used for Outdoor Markets and Special Events
Define Pedestrian Path
Define Pedestrian Path
Park Ave.
Existing pedestrian path
Woodside Ave.
Define Pedestrian Path
Community Center / Senior Center
Parking for Comunity Center Mixed Use Housing
People Mover
Plaza
Acesses to Underground Parking
Existing pedestrian path
Empire Ave.
Commercial
Potential Conference Center
Lowwell Ave.
Scale: 1" = 60'
0 30 60 120

January 23, 2014

Gary Knudson
PO Box 511
Park City, UT 84060

NOTICE OF PLANNING DIRECTOR DETERMINATION

Project Address:	1314 & 1350 Empire Avenue
Project Description:	Plat Amendment
Project Number:	PL-14-02202
Date of Action:	January 23, 2014

ACTION TAKEN BY PLANNING DIRECTOR:

Per Land Management Code (LMC) 15-7.1-6(A) an Owner of the land or his representative shall file with the Planning Department an Application for the approval of a final Subdivision Plat. The application shall include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

The Planning Director finds that Gary Knudson is not required to subdivide the contiguous holdings located at and around 1314 & 1350 Empire Avenue. Rather,

the applicant may move forward with the request for a three lot plat amendment at 1314 & 1350 Empire Avenue only.

Findings of Fact:

1. The property is located at 1314 & 1350 Empire Avenue within the Recreation Commercial (RC) District.
2. The applicants are requesting to combine eleven (11) lots and the adjacent abandoned Norfolk Avenue ROW containing a total of 25,883 acres into three (3) lots of record. Currently, the property includes Lots 8-12, Lots 33-38, and the abandoned Norfolk Avenue ROW of Block 19 within the Snyder's Addition survey area of Park City.
3. The plat amendment is necessary in order for the applicants to move forward with the City's RDA redevelopment efforts and improvements, which include a possible east/west pedestrian connection from Miner's Hospital to PCMR, as well as remove lot lines under the Acorn Inn and provide access for Lot C to Norfolk Ave.
4. New additions to the Acorn Inn would require adherence to current setbacks as required in the RC District.
5. The property at 1314 Empire Avenue is contiguous with the 2 lots (Lots 39 & 40) directly south along Empire Avenue as well as the 2 lots (Lots 6 & 7) directly south of Lot C.
6. The applicant submitted an application for a plat amendment on December 31, 2013.
7. The Planning Commission will review the application for a three (3) lot subdivision on January 29, 2014.
8. Staff learned that Gary Knudson owned the contiguous property directly south and southeast of 1314 Empire Avenue (Lots 6, 7, 39, & 40) on January 14, 2013.
9. Gary Knudson has directly expressed interest in not subdividing the other 4 lots contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40). The property contiguous to 1314 Empire Avenue is not already developed and the owner does not intend to develop this property at this time.
10. There are no existing structures on the 4 contiguous lots (Lots 6, 7, 39, & 40).

Conditions of Approval

1. All standard conditions of approval shall apply.
2. Any modifications to the property contiguous to 1314 Empire Avenue (Lots 6, 7, 39, & 40) will require the applicant to submit a plat amendment application to the Planning Department.

If you have any questions regarding this determination, please don't hesitate to

contact the Planning Department at 435-615-5060.

Sincerely,

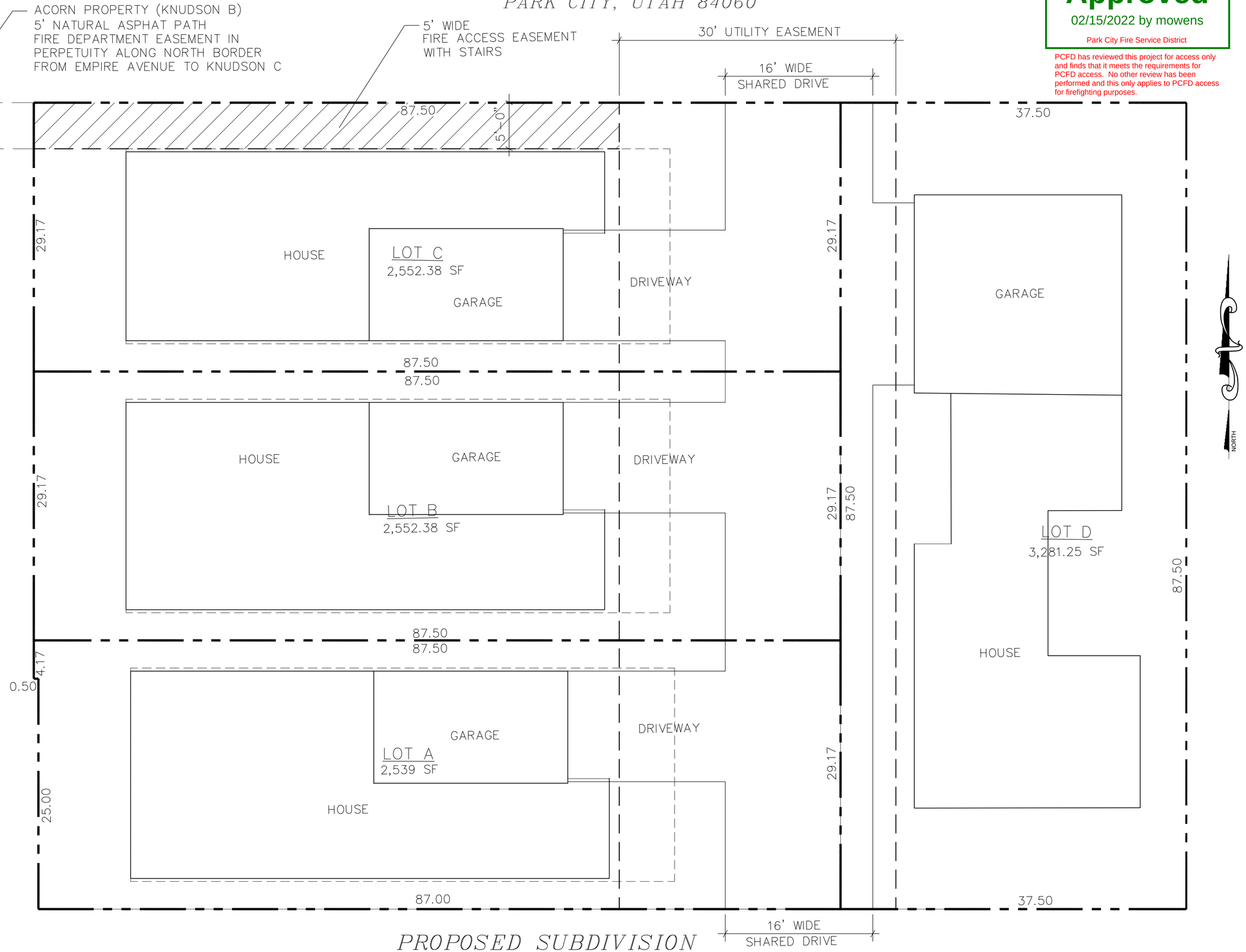
Thomas E. Eddington Jr., AICP, LLA
Planning Director

CC: Christy J. Alexander, AICP
Planner II

KNUDSON C AND SA-200
PROPOSED SUBDIVSION
PARK CITY, UTAH 84060

Approved
02/15/2022 by mowens
Park City Fire Service District

PCFD has reviewed this project for access only and finds that it meets the requirements for PCFD access. No other review has been performed and this only applies to PCFD access for firefighting purposes.



THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF B.T. HARRIS INC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY OTHER WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF B.T. HARRIS INC. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS.

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS FROM THE DIMENSIONS AND/OR CONDITIONS SHOWN BY THESE DRAWINGS. ALL SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL PRIOR TO PROCEEDING WITH FABRICATION.

BY BUILDING THESE PLANS THE CONTRACTOR UNDERSTANDS THAT THERE MAY BE ERRORS CONTAINED IN THIS SET, AND WILL NOT HOLD THIS OFFICE LIABLE FOR ANY OVERSIGHTS OR ERRORS AND WILL NOTIFY THIS OFFICE OF ANY ERRORS THAT ARISE DURING CONSTRUCTION.

LIMITATIONS OF LIABILITY
BY ACCEPTING THESE PLAN DOCUMENTS AND OR SERVICES OUTLINED IN THESE PLAN DOCUMENTS, THE CLIENT, THEIR CLIENT, BUILDER, SUBCONTRACTORS, USERS AND ALL PRESENT AND FUTURE PERSONS OR PARTIES DIRECTLY OR INDIRECTLY AFFECTED BY THE PLAN DOCUMENTS OR SERVICES OUTLINED IN THE PLAN DOCUMENTS AGREE TO A LIMIT OF LIABILITY OF B.T. HARRIS INC. AND ITS EMPLOYEES AND PRINCIPALS TO THE AMOUNT OF THE ORIGINAL VERBALLY OR SIGNED AGREED CONTRACT.

VAN SICKLE
DESIGN & DRAFTING
4383 Forestdale Road, Suite 205
Park City, UT 84098
(801) 694-9683
bill.draftmaster@gmail.com
www.vansicklearchitecture.com

KNUDSON
C AND
SA-200
LOTS A-D

NEW SUBDIVISION
1325 NORFOLK AVENUE
PARK CITY, UTAH
84043

SITE
PLAN

SCALE:
1" = 5'

DATE OF
PLANS
9 FEB 2022

SHEET
A1.04

Park City Fire District
736 W Bitner Drive
Park City UT 84098

Monday, March 6, 2023

RE: Fire Vehicle Turnaround for North Norfolk Plat

While meeting with the landowner and developer, the need for a turnaround was discussed. The owner indicated that a turnaround was not possible in the space provided.

While looking for other options, it was decided that if the road was not intended as a fire vehicle access road, there was no need for a turnaround. To achieve this, it is necessary to ensure that all portions of the structures are within 150 feet of a fire vehicle access road [IFC 503.1.1]. That 150 feet may be extended when certain conditions are met. One of those conditions is that the structure is fully sprinklered [IFC 503.1.1(1.1)].

The developer chose to provide access to the north end of the project from Empire Avenue via a staircase. With access being provided from Norfolk Avenue and the staircase, the requirements of the Fire Code are being met and the common space between the buildings on the plat is not considered a fire vehicle access road.

It should be noted that as part of this conversation, the landowner was made aware that any other development would not be under this agreement. It was specifically discussed that the plat to the north (KNUDSON-A) will not be able to be accessed from Norfolk Avenue. The landowner understood this and agreed to that as a condition of acceptance of this project in this configuration.

Battalion Chief Mike Owens
District Fire Marshal
(435) 940-2520
mowens@pcfd.org

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

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

NON-EXCLUSIVE ENCROACHMENT PERMIT

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Peter Papineau Builders, Inc. (Owner) whose address is 283 Norfolk Avenue, P. O. Box 267, Park City UT 84060, to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way near Norfolk Avenue and 13th Street, Park City, Utah (hereinafter "platted Norfolk Avenue right of way"). Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain roadway, gutters, walls, and utilities within the parcel known as Norfolk Avenue as shown on Exhibit A.

1. This encroachment agreement, and the non-exclusive right to use the improvements constructed pursuant hereto, shall be appurtenant to the following described property:

Lots 3, 4 & 5, Block 19, Snyders Addition to Park City, and other properties abutting the platted Norfolk Avenue right of way that do not otherwise have frontage on and access from an existing street on the Park City Streets Master Plan.

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

2. The improvements permitted within the platted Norfolk Avenue right of way shall consist of a roadway, gutters, walls, and utilities of a design approved by the City. The extent of the encroachment is shown on plans approved by the City and prepared by Evergreen Engineering as Job No. 0309.

00659656 Bk01537 Pg01258-01261
ALAN SPRIGGS, SUMMIT CO RECORDER
2003 MAY 27 16:54 PM FEE $.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

3. Although it is not currently planned, the City may, at some future date, elect to make improvements to Norfolk Avenue at this location and install the street to the full width of the

BK1537 PG1258

right-of-way and City property. To the extent that any street improvements require the removal, relocation, replacement, and/or destruction of the improvements constructed within the platted Norfolk Avenue right of way pursuant to this Agreement , the Owner waives any right to compensation for the loss of the improvements and/or use thereof within the platted Norfolk Avenue right of way and/or any change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for street widening purposes, is the consideration given for the granting of this encroachment permit. The City shall bear all reasonable expenses associated with the installation of the street improvements.

4. Prior to installing the street in a manner that will require the removal or relocation of the improvements, the City will give the Owner not less than ninety (90) days notice, in which time the Owner at his expense shall make adjustments on Owner's property to remodel and/or relocate the roadway, gutters, walls, and utilities to accommodate the installation of the street. The City may only give said notice during the period of February 1 through September 1. Notice given at any other time will be treated as if given on February 1. Owner and other properties abutting the platted Norfolk Avenue right of way that do not otherwise have frontage on and access from an existing street on the Park City Streets Master Plan shall have access to his property from the newly installed street.

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

Unofficial Copy

6. The Owner or their successors shall maintain the roadway, gutters, walls, and utilities in a good state of repair at all time, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner is responsible for snow removal and storage of removed snow. The Owner agrees to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

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

DATED this 22nd day of May, 2003.

PARK CITY MUNICIPAL CORPORATION

Eric W. DeHaan PE

Eric W. DeHaan, P.E.
City Engineer

PETER PAPINEAU BUILDERS, INC.

Peter G. Papineau, Owner/President

STATE OF UTAH)
:ss.
COUNTY OF SUMMIT)

BK1537 PG1260

On the 22nd day of May, 2003, personally appeared before me Peter G. Papineau, who, being first duly sworn and upon oath, did acknowledge to me that he is the Owner/President of Peter Papineau Builders, Inc., and that said Peter Papineau Builders, Inc., duly entered into the foregoing agreement.

Notary Public
SHARON C. BAUMAN
445 Marsac Avenue, P.O. Box 1480
Park City, Utah 84060
My Commission Expires
July 13, 2006
State of Utah

Sharon C Bauman

Unofficial Copy

Notary Public
Residing at: Salt Lake City Utah
Commission expires: 7-13-06

Unofficial Copy

BK1537 PG1261

Planning Department

April 3, 2023

Gavin Steinberg
1325 Empire Ave Holdings, LLC
13 Club Road
Riverside, CT 06878

NOTICE OF PLANNING DIRECTOR DETERMINATION

RE: Determination of Setbacks for an Unusual Lot Configuration for Proposed North Norfolk Plat Amendment, Lot D

The proposed North Norfolk Plat Amendment is a resubdivision of a Lot, 1325 Empire Avenue, and a Parcel, SA-200. Three of the Lots would be conventional lots with access only from a proposed shared driveway.

The site is located in the Recreation Commercial (RC) Zoning District. Lot D is unusual as it is a North-South Lot, which is not common in the neighborhood. It connects to the Shared Driveway both on its Southern and Western Sides.

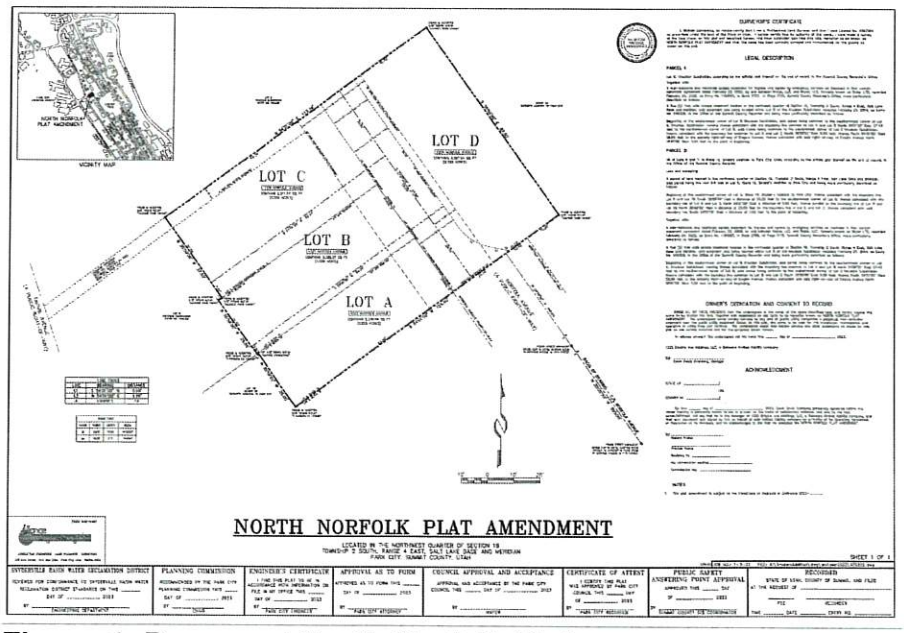


Figure 1: Proposed North Norfolk Plat

Land Management Code (LMC) § 15-4-17 governs when a lot does not have a clear

Front, Two Side, and a Rear Setback. With proposed access to Lot D from the shared driveway on both the West and South ends of the Lot, it has been determined that Lot D is a corner lot. Lot D is considered a Corner Lot as the private driveway acts as an extension of Norfolk Avenue and with the pedestrian access easement on that driveway, it is considered a street.

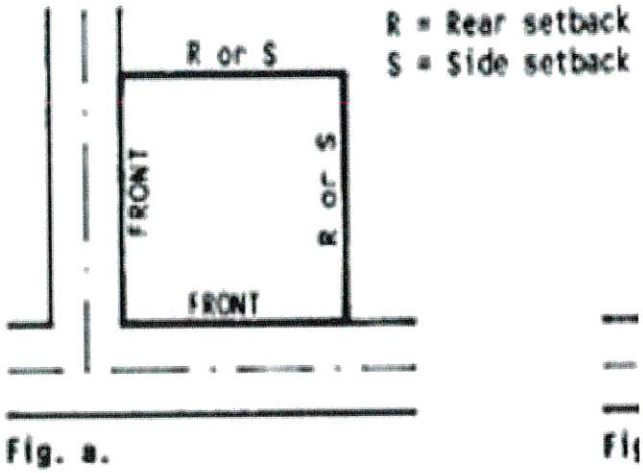


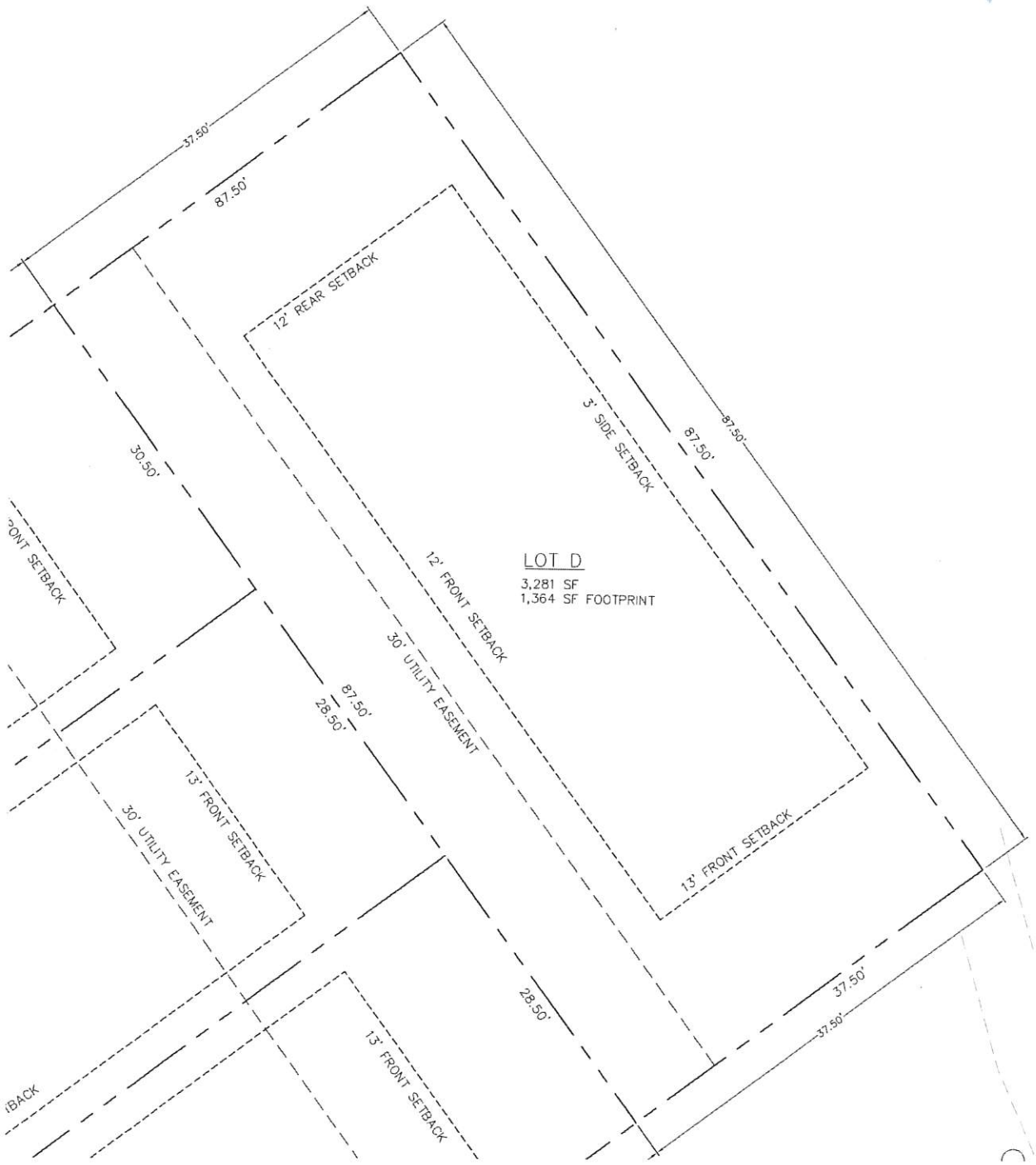
Fig. a.

LMC § 15-4-17 states regarding Corner Lots that "Development on Corner Lots shall have two (2) front Setbacks, unless otherwise an exception by this Code. The Rear Yard will be the side of the Property opposite the driveway Access from the Street. If it is not clear which boundary should border the Rear Yard, the Planning Director may specify which is the Rear Yard."

This provision requires that both the Western and Southern ends of Lot D shall both have Front Setbacks. As noted above, the Rear Setback would be the area which is "oppositive the driveway Access from the Street" it is up to the Planning Director to determine which side is the Rear.

As the applicant has indicated that primary access will be through the South end of the proposed Structure, it has been determined that the rear is the North end of the Lot.

LMC § 15-2.16-5 establishes what the Setbacks are for Single Family Dwellings and Duplexes in the RC Zone based on Lot Depth. The proposed Lot D has a Lot Depth of 87.5 Feet, meaning its setback requirements are at least 12 Feet in Front and 12 Feet in the Back with a total of 25 Feet (meaning both must be at least 12.5 or one 13 Feet), and 3 Feet for the Side. In this case, the determination is that there are two Front Setbacks, with the Western Setback being 12 Feet and the Southern Setback 13 Feet, one Rear Setback of 12 Feet, and one Side Setback of 3 Feet. The illustration below, provided by the Applicant, shows the Planning Director Determination:


37.50'
87.50'
12' REAR SETBACK
3' SIDE SETBACK
87.50'
87.50'
30.50'
12' FRONT SETBACK
LOT D
3,281 SF
1,364 SF FOOTPRINT
30' UTILITY EASEMENT
87.50'
28.50'
13' FRONT SETBACK
30' UTILITY EASEMENT
13' FRONT SETBACK
13' FRONT SETBACK
28.50'
37.50'
37.50'

If you have questions or concerns regarding this Determination Letter, please do not hesitate to contact the Park City Planning Department.

Sincerely,

Gretchen Milliken
Planning Director
(435) 615-5008
gretchen.milliken@parkcity.org

21325 Norfolk, Planning Commission Notes
4/27/23

Exhibits
Proposed Plat Layout: Exhibit A - Page A1.04
Grading and Drainage Plan: Exhibit B - Page A1.04
Development Layout Plan: Exhibit C -Page A1.05
Parking & Drive Plan: Exhibit D - Page A1.05
Snow Storage Plan: Exhibit E - Page A1.06
Emergency Access Plan: Exhibit F - Page A1.07

The applicant has made several significant changes to the plat amendment to address concerns regarding sufficient space for snow storage, pedestrian access, vehicle circulation, and emergency access that were raised by the planning commission.

The applicant has worked closely with the Planning Department and other city departments to create a development that will make the best use of the land and provide a benefit to the community.

Important changes include:

- Increasing the setback on lot D to ensure there is sufficient space for snow storage.
- Increasing the setback on lot D allowing for the home to be further away from the private driveway.
- Creating additional snow storage space.
- Creating pedestrian access running from the South side to the North side of the lot, allowing for pedestrian access to a public staircase.
- Creating a shared public staircase with Park City.
- Adjusting the angle of the private driveway to better connect with the existing road on Norfolk and improve traffic circulation.

Snow storage:
At the recommendation of the Planning Department the applicant has adjusted the setback in Lot D. Lot D now has a front setback, two rear setbacks and one side setback.
(Please see Development Layout Plan: Exhibit E -Page A1.06)

This change has created 238sf of space dedicated to snow storage on the South side of Lot D and 181sf on the North side of lot D. The applicant has identified additional areas for snow storage throughout the property totaling 496sf.

A total of 915sf of snow storage area is available, or 228sf per house. This amount of snow storage meets or exceeds what homes in Old Town typically have. In addition, the applicant plans to heat all of the parking spaces, reducing the amount of snow storage needed.
(Please see Snow Storage Plan: Exhibit E - Page A1.06)

Pedestrian access & staircase:
Per the recommendation of the planning commission the applicant has create a 3'x 88' pedestrian walkway, which would allow for access to a city public staircase. This would be of great benefit to the community, allowing for easy public access from Norfolk. In addition, the applicant is supportive of a shared public staircase running on the North side of the property.
(Please see exhibit Development Layout Plan: Exhibit C -Page A1.05)

Vehicle Circulation
The applicant has designed the four lots so that each home has two dedicated parking spaces. This meets code requirements and meets or exceeds available parking at other homes in Old Town.

The applicant has angled the private driveway so that it better connects with the existing road on Norfolk and improves circulation.

The applicant has done a vehicle circulation study to ensure that cars will be able to get in and out of the development.
(Parking & Drive Plan: Exhibit D - Page A1.05)

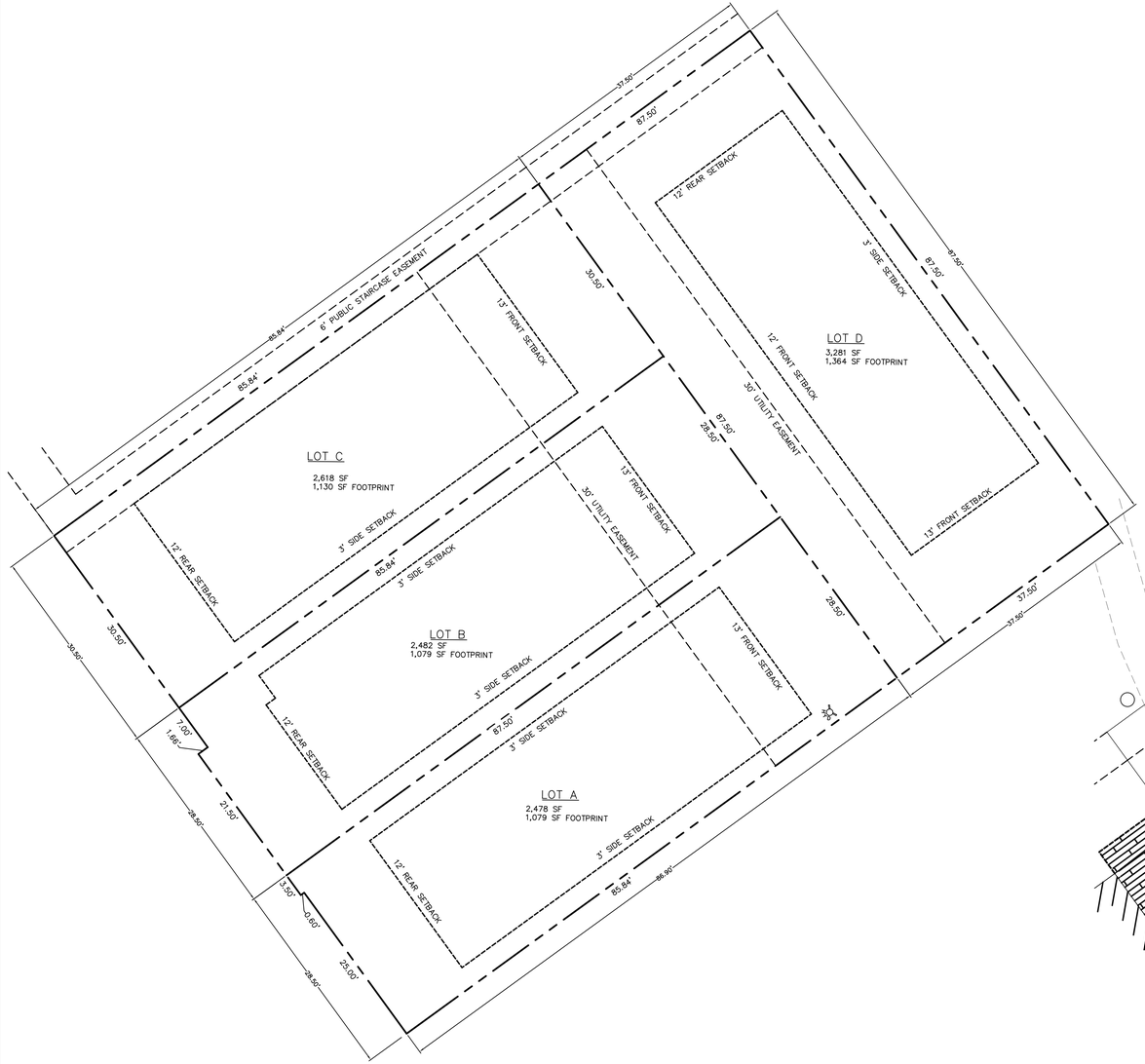
Emergency Access
Fire department access has been addressed directly with the Park City Fire District. The applicant has met with Battalion Chief, Fire Marshall Mike Owens and received a stamped plan of approval based on the proposed design.
(Emergency Access Plan: Exhibit F - Page A1.07)

Other
"Reduced to the size of the originally platted Old Town Lots (25'x75'). Then the space that would be opened up by the reduction in size could be used to widen the shared driveway to be closer to the size of a street, pedestrian access could be created, and there would be more room for snow storage."

We feel with the changes made above the applicant has addressed the snow storage, parking, pedestrian access, and emergency access issues raised during the last planning commission meeting. The Planning Department and the applicant do not believe that reducing the lot sizes is necessary.

"Commissioners Frontero and Kenworthy also wanted consideration made to alternative uses on Lot D, such as garages for the other 3 Lots with ADUs."

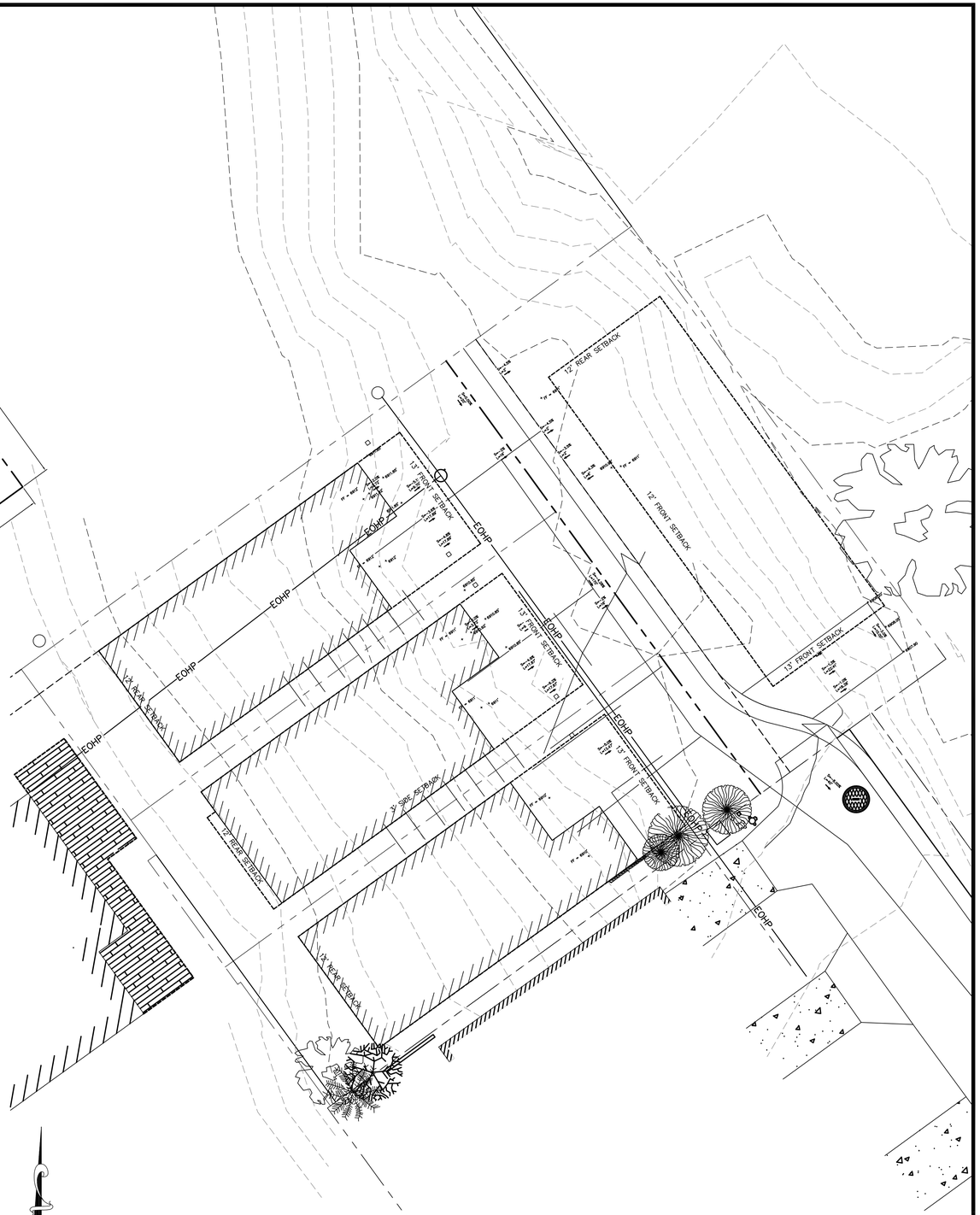
The applicant believes the proposed plan is the best use of the land, minimizing the impact and traffic, while also providing a benefit to the community.



PROPOSED PLAT LAYOUT

SCALE: 1" = 10'

EXHIBIT – A



GRADING AND DRAINAGE PLAN

SCALE: 1" = 10'

EXHIBIT – B

THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF B.T. HARRIS INC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY OTHER WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF B.T. HARRIS INC. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS.

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LIMITATIONS OF LIABILITY

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(801) 694-9683
bill.draftmaster@gmail.com
www.vansicklearchitecture.com

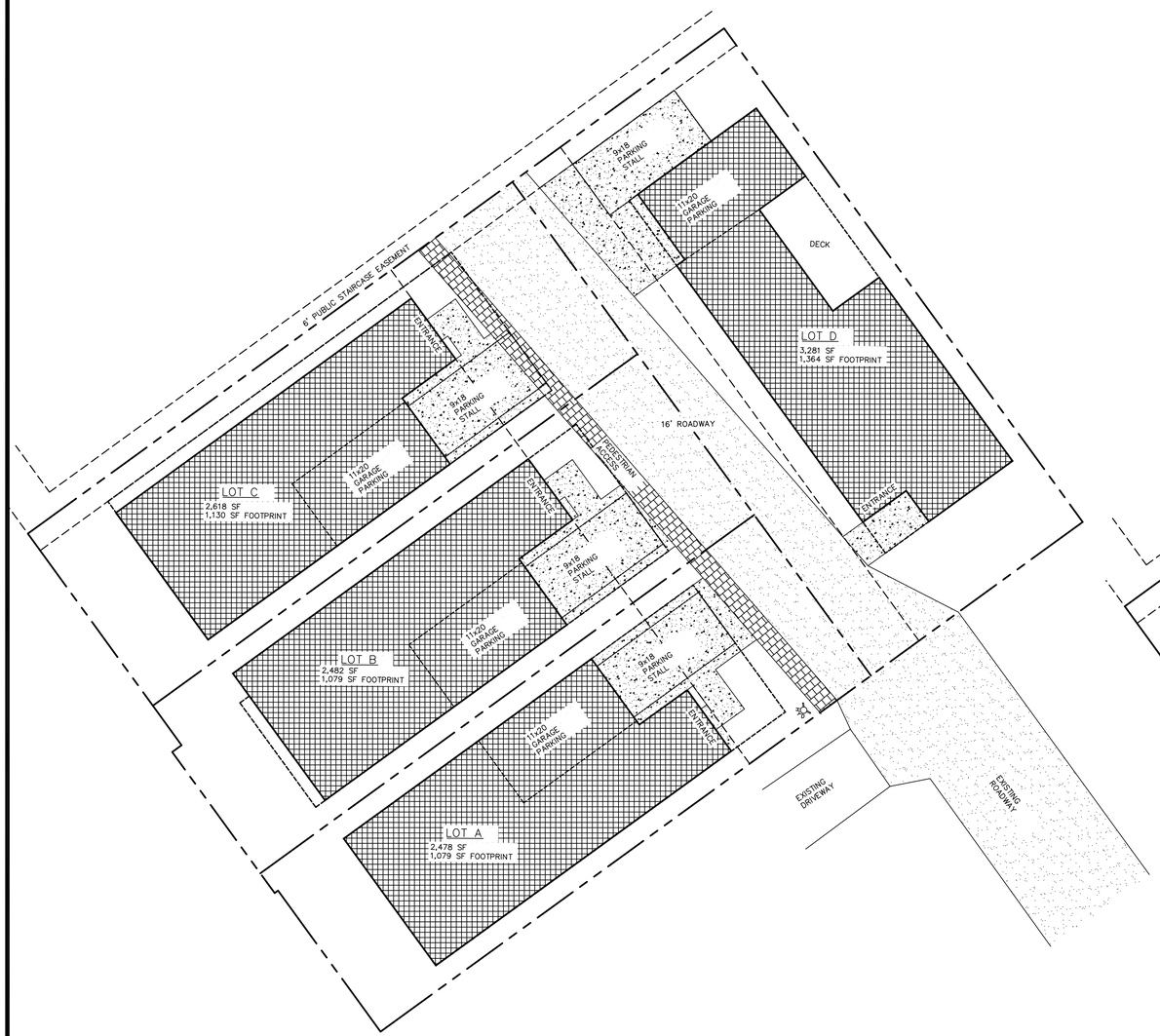
KNUDSON SUBDIVISION REPLAT

KNUDSON PARCELS
PARK CITY, UTAH
84098

PLAT LAYOUT AND GRADING

DATE OF PLANS
25 MAR 2023

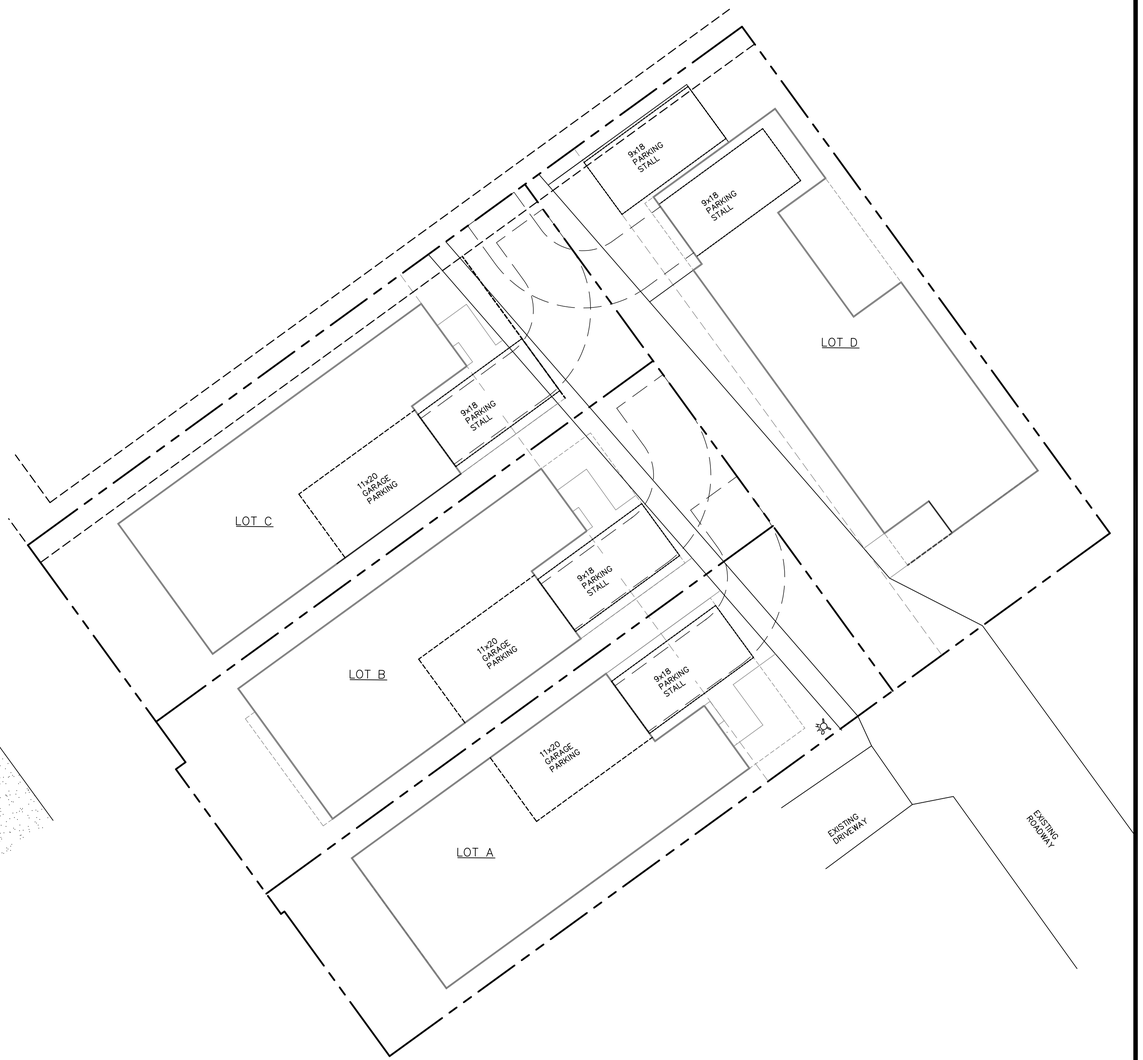
SHEET
A1.04



DEVELOPMENT LAYOUT PLAN

SCALE: 1" = 10'

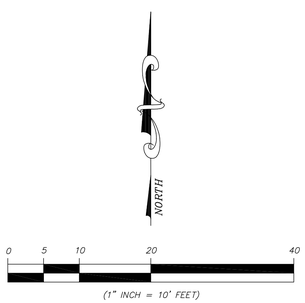
EXHIBIT – C



PARKING AND DRIVE PLAN

SCALE: 1" = 10'

EXHIBIT – D



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bill.draftmaster@gmail.com
www.vansicklearchitecture.com

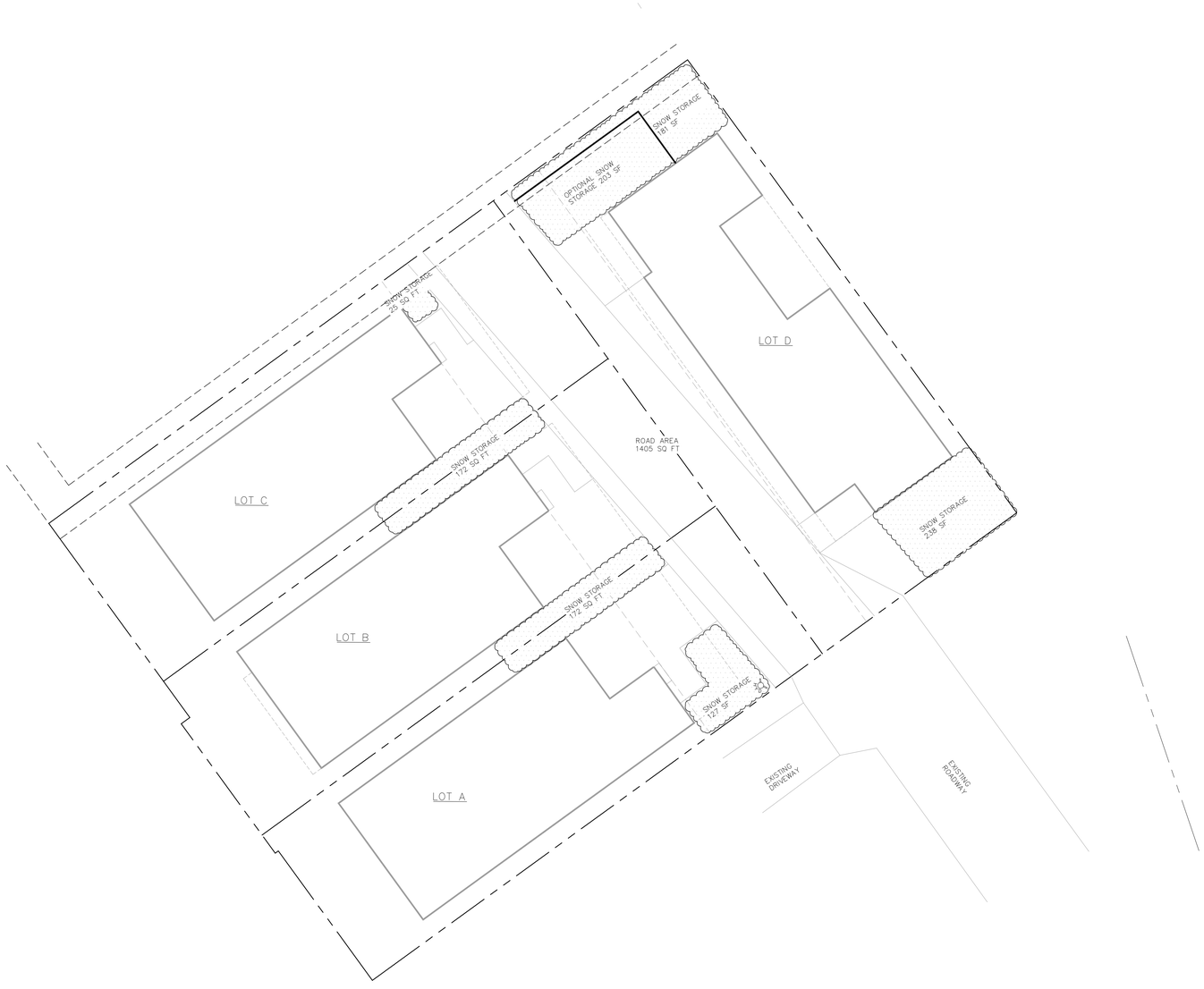
KNUDSON SUBDIVISION REPLAT

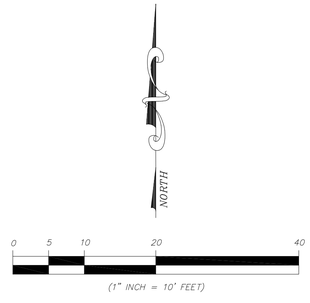
KNUDSON PARCELS
PARK CITY, UTAH
84098

SITE LAYOUT & VEHICLE ACCESS

DATE OF PLANS
15 MAR 2023

SHEET
A1.05





SNOW STORAGE PLAN

SCALE: 1" = 10'

EXHIBIT – E

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KNUDSON SUBDIVISION REPLAT

KNUDSON PARCELS
PARK CITY, UTAH
84098

SNOW STORAGE

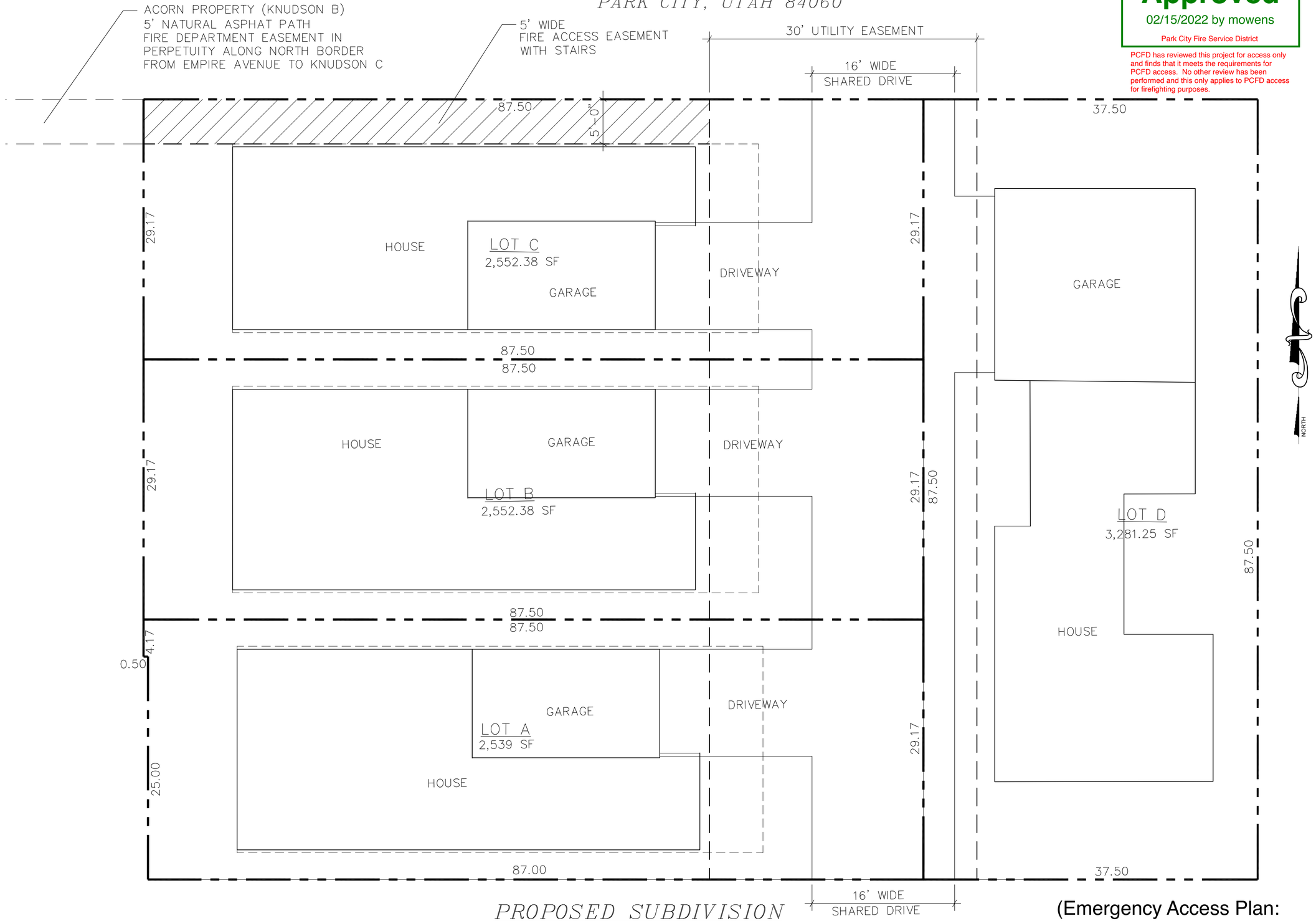
DATE OF PLANS
15 MAR 2023

SHEET
A1.06

KNUDSON C AND SA-200
PROPOSED SUBDIVSION
PARK CITY, UTAH 84060

Approved
02/15/2022 by mowens
Park City Fire Service District

PCFD has reviewed this project for access only and finds that it meets the requirements for PCFD access. No other review has been performed and this only applies to PCFD access for firefighting purposes.



PROPOSED SUBDIVISION

(Emergency Access Plan: Exhibit F - Page A1.07)

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KNUDSON
C AND
SA-200
LOTS A-D

NEW SUBDIVISION
1325 NORFOLK AVENUE
PARK CITY, UTAH
84043

SITE
PLAN

SCALE:
1" = 5'

DATE OF
PLANS
9 FEB 2022

ESTIMATE

Lane Jacobson Construction
Lane Jacobson, President

1600 E. Center Creek Drive
Heber City, Utah 84032
Phone: (435) 671-5915
letsbuildnow@yahoo.com

DATE 4/28/2023

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	EXCAVATION/GRADE/BACKFILL ALL MATERIALS AND LABOR		$25,000.00
	CONCRETE FOOTINGS/COLUMNS LABOR AND MATERIALS		$13,000.00
	GLUE-LAM BEAMS FOR STAIR STRIGERS MATERIALS AND LABOR		$15,000.00
	STEEL VARIOUS KNIFE PLATES TO ATTACH STRINGERS STEEL TREADS PER DESIGN SPEC'S ALL MISC. STEEL FOR CONNECTIONS ETC ALL LABOR		$13,500.00
	STEEL GUARD/GRAB HANDRAIL MATERIALS AND LABOR		$6,000.00

BASED ON PC DERSIGN SPEC'S TOTAL ESTIMATE $72,500.00

CDR W.M. “Oak” O’Connell, USN (Ret)
1307 Norfolk Ave
Park City, Ut 84060

20 Feb 2023

Dear Jaron

We, the lower Norfolk Ave residents (1307/1315/1319) have communicated with Corey Legge our concerns with the road access to our houses on lower Norfolk Ave. in the past. I think Mark Brian (1319 Norfolk Ave) captures the limited road access / concerns perfect in his emails to Corey.

Lower Norfolk Ave is essentially a one-way street dynamic.

There can be challenges with getting in and out of my driveway on Lower Norfolk Ave especially during the winter season. This can be dependent on cars being parked next to the retaining wall on Lower Norfolk Ave., and the side of the road.

Note: Currently the Lower Norfolk Ave residents (1307/1315/1319) and the city pay for the commercial plow service for lower Norfolk Ave.

The solution is widening of the road to allow for snowplow and “safe” navigation to and from Lower Norfolk Ave, which would be a benefit to the Lower Norfolk Ave. residents and Park City. Respectfully request this is given top priority / consideration with Project PL-22-05357.

Very respectfully

Oak O’Connell
26 yr. Veteran USMC / USN

CDR W.M. O'Connell, USN (Ret)
1307 Norfolk Ave
Park City, Ut 84060

10 May 2023
Dear Park City Planning

Provided for "On-record" review / standing. I am unable to attend meeting due to working the night shift. I along with the lower Norfolk Ave residents (1307/1315/1319) have communicated with Park City planning e.g., Corey Legge, our concerns with the road access to our houses on lower Norfolk Ave. in the past. I think Mark Brian (1319 Norfolk Ave) captures the limited road access / concerns perfect in his emails to Corey.

Lower Norfolk Ave is currently a one-way street.

This winter season we had many challenges with getting in and out of the driveways on Lower Norfolk Ave. Currently the Lower Norfolk Ave residents (1307/1315/1319), Gavin Steinburg and "Park City" pay for the commercial plow service for lower Norfolk Ave. Lower Norfolk Ave residents were overwhelmed this winter even with the commercial plow service. *Respectfully request that Park City take over the snowplow service for Lower Norfolk Ave.*

I view with genuine concern any solution for lower Norfolk Ave that would not make access to lower Norfolk Ave ... "Safe and reliable". Widening lower Norfolk Ave and a two-way access via Lower Norfolk Ave and lower Woodside Ave would be the simple, easy, and smart solution. This would allow Park City to snowplow lower Norfolk Ave and provide "safe" navigation for the residents. Request this is given top priority / consideration with Project PL-22-05357.

Very respectfully

W.M. O'Connell
26 yr. Veteran USMC / USN

Jaron Ehlers

From: planning <planning@parkcity.org>
Sent: Friday, September 22, 2023 8:56 AM
To: Alexandra Ananth; Jaron Ehlers
Subject: FW: [External] Lower Norfolk Development/Building Permit

-----Original Message-----
From: Mark Brian <mark.s.brian@comcast.net>
Sent: Thursday, September 21, 2023 8:42 PM
To: planning <planning@parkcity.org>
Cc: Nann Worel <nann.worel@parkcity.org>; Max Doilney <max.doilney@parkcity.org>; Jeremy Rubell <jeremy.rubell@parkcity.org>; Ryan Dickey <ryan.dickey@parkcity.org>; Tana Toly <tana.toly@parkcity.org>; carolynn@sorensenvance.com; Becca Gerber <becca.gerber@parkcity.org>; Stormie Dawn <Stormie.Dawn@parkcity.org>; Matt Dias <matt.dias@parkcity.org>; Michelle Downard <mdownard@parkcity.org>; Oak O'Connell <usnaoak@aol.com>; Andrew Haaland <andrew.haaland@ngc.com>
Subject: [External] Lower Norfolk Development/Building Permit

[CAUTION] This is an external email.

I see the agenda for the next planning commission meeting includes the plan for the development at the end of lower Norfolk which is next to my house (1319 Norfolk Avenue).

I strongly request not approving the plan as is currently exists.

There are many reasons that I have presented to both the Planning Commission and the City Council. Please consider the following:

1. There is no fair way to appropriate road maintenance costs in place. I have personally managed the snow removal from the street for the past 20 years. When the non encroachment agreement was signed 20 years ago by the builder, Peter Papineau, it applied to only two homes on the street. Since then the resident of the blue house (1302 Norfolk) on the corner of 13th and Norfolk started parking up to 3 cars on the street and the inhabitant refused to participate in cost sharing for snow removal. The “agreement” states that ALL property owners abutting the road are required to share in the cost of maintaining the street. But Park City Municipality (apparently) is not encumbered to pay anything. I’ve been able to coordinate with the city and they have participate for the past couple years.

This issue needs to be resolved before the building permit is approved. Where I could easily coordinate between two willing homeowners, with the building of 5 additional proposed residences, I (or preferably the city) would have to coordinate contracting for maintenance services then collect from 9 home owners. Some of which who will be most likely unwilling to participate, based on my 20 years of experience. I think that places an undo and unfair burden on to me, or whomever takes the responsibility for coordinating the roads maintenance going into the future. As a municipality, Park City has the authority to require taxes and then provide for the public good. It is unreasonable to place that sort of responsibility on a single individual. I’m exhausted with trying to convince the property owners to pay their fair share. With the additional residences, I am overwhelmed with the prospect of having to chase them all down to participate. I hereby as the city to take responsibly to maintain their property! The road and the right of way belongs to the City. Please do the right thing and take over maintaining the street.

Furthermore, The original “encroachment agreement” is arcane and overcome by events. It was never properly implemented due to “all properties abutting the roadway” were not properly encumbered with the requirement to maintain the street.. What worked 20 years ago for two homes when it was signed, no longer works. The city now is the largest land owner on the street with over 50% of the property abutting the street. Where the agreement states that ALL property owners are obligated to maintain the road, only 2 or 3 properties on the road are “encumbered” to maintain the street. This needs to be looked into by the city to see exactly whose titles are obligated with this requirement. That is an egregious and unfairly implemented requirement. The Shaft condominiums driveway flows onto the street, the city’s renter now parks his vehicles on the side of the street, and now a developer wants to build 5 residences at the end of the street. Since there is no agreement in place to obligate the city and the developer to share in costs, as well as no cost sharing agreement between all property owners abutting the street, it would be premature to approve the building permit until that cost sharing agreement can be agreed upon.

The “fair” way to manage the cost of maintaining the street, is for the city to collect taxes from the property owners and maintain the street. Per Andy Haaland, owner of 1315 Norfolk Avenue, the street meets city code requirements, the width, gutters, etc, and the same at the rest of Norfolk Avenue. Thus, we strongly disagree with the city that the street can not be plowed by the city. The city owns a front end loader that clears the Senior Citizens Center and well as behind the city library.

2. The road is about 10’ wide at the entrance to where 13th and Norfolk intersect with the way parking is currently. That makes the road a one way street, and again, where this worked for two homes using the road, it makes the street very dangerous and unsafe for 9 home owners. The traffic will now be increase probably 5 fold, with the homes proposed as probable vacation properties with lots of renters and home cleaners, delivery trucks, etc, which makes it very dangerous for probable accidents and plugging of the roadway. This is a tremendous danger to myself and the other residents of lower Norfolk. It is the City Councils responsibility to ensure the citizens of Park City are safe. The overcrowding of the street causes serious safety concerns should we need fire trucks ambulances and other emergency responders to our dead end street.

3. At the last planning commission meeting there was a debate as to whether the road is a road or a driveway. The current homeowners on the street strongly believe that the road is in fact, a road. It is not a driveway! The road is defined as such in the original “permit” signed by Peter Papineau in 2003. The developer is trying to redefine the road as a driveway to avoid upgrading the road to proper safety standards. Our safety should not be outweighed by his motive to build and sell homes and then have no long term interest in the safety of the residents of the street.

4. The original “encroachment agreement” is arcane and overcome by events.Furthermore it was never properly implemented. What worked 20 years ago when it was signed no longer works. The city now is the largest land owner on the street with over 50% of the property abutting the street. When the agreement states that ALL property owners are obligated to maintain the road, only 2 or 3 properties on the road are “encumbered” to maintain the street, per what I’ve been told. That is an egregious and unfair requirement. Additionally, the Shaft condominiums driveway flow onto the street, and for many years the city’s renter of 1302 Norfolk now parks his vehicles on the side of the street, and now the developer wants to build 5 residences at the end of the street. Since there is no agreement in place to obligate the city and the developer to share in costs, as well as no cost sharing agreement between all property owners abutting the street, it would be premature to approve the building permit until that cost sharing agreement can be agreed upon.

5. A Traffic Safety study needs to be performed before any building permit is approved. I hereby formally request the city perform a Traffic Safety study on Lower Norfolk below 13th street. That study, is done fairly will reveal the issues I’m presenting in this letter. It has been an item of concern that the requirement for a firetruck turn around suddenly went away when, it previously existed.

6. Furthermore, the plan as being presented, moves the road in front of my house (1319 Norfolk) significantly closer to my home. I dislike that as it will pinch me in a crowd my ability to park in front of my home. I do not want the road to be moved any closer to my home.

7. The sidewalk, as proposed would be on my side of the street. That is unreasonable as it should be placed on the other side of the street where it could then be joined to the sidewalk on 13th, which I helped pay for back in 2003. That's makes for a much better, safer and more coherent design way and will be safer for pedestrian traffic which will be significantly great due to the new construction proposed. The Traffic Safety study should confirm this.

8. I have discussed these issues with legal counsel and will pursue legal action should you decide to not take actions to respond to my requests. I have presented at the last several planning commission meetings and the last city council meeting, as well as attempted coordination with the city advocate, but feel highly frustrated due to non response. I have no idea what the city is thinking. I have put forth significant effort to voice my concerns. Until the issues enumerated above are addressed, the building permit for the end of Norfolk Avenue should not be approved.

Sincerely,

Mark Brian
1319 Norfolk Avenue
Park City, Utah 84060

HOGGAN LEE HUTCHINSON

Justin Keys
Justin@hlhparkcity.com
Direct: 435.731.9195

September 7, 2023

VIA EMAIL

Park City Municipal Corporation
Park City Planning Department
Attn: Jaron Ehlers
PO Box 1480
Park City, Utah 84060

Re: 1325 Empire Plat Amendment Application

Dear Jaron,

This firm represents 1325 Empire Avenue Holdings, LLC, the owner and developer of that certain real property commonly known as 1325 Empire Avenue and Parcel No SA-200 (collectively "1325 Empire"). Please accept this letter as a response to the most recent comments from the July 12, 2023 Planning Commission Meeting.

This application is the most recent step in seeking to develop the vacant ground located at 1325 Empire. We're proposing to amend the plat for 1325 Empire to form four lots. This application has been fully vetted by staff and—because the application complies with Park City's Land Management Code—a proposed positive recommendation was provided by Staff. The application has now been heard by the Planning Commission on four separate occasions, with public input being taken at each hearing.

At the most recent July 12, 2023 hearing, the Planning Commissioners raised the following additional concerns: *(1) Are the proposed lot sizes and orientations consistent with the immediate surrounding area and the zone? (2) Is the access right of way off Upper Norfolk a dead-end road under the LMC? (3) Will the plat amendment lead to drainage, dirt runoff, or flooding issues? (4) Will the grade transition from the City's right of way into the private shared driveway cause a substantial slope? (5) Are there other areas in Old Town where multiple individual driveways are accessed off a shared driveway?*

We will address each of these questions individually below.

1. *The proposed lot sizes and orientations are consistent with the immediate surrounding area and the zone.*

We have performed an extensive zoning study of the RC zone. As demonstrated below there is a wide range of lot sizes and orientations in the RC zone. Based on our findings, our proposed development is not unusual for the zone and will blend in and harmonize with the surrounding neighborhood.

There are 176 Lots in the RC zone. A single lot is a lot that measures 25' x 75'. Another common lot size is a 1.5 lot, measuring 37.5' x 75'. After reviewing the entire RC zone, we found that the lot sizes within the zone breakout are as follows:

- Only 27% (47 Lots) are single lots or 1.5 lots with an East West orientation.
- 73% (129 Lots) are "nontraditional" lots, i.e., wider than 1.5 or different than East West orientation.
- 15% (26 Lots) are North to South Orientation.

It bears noting, that the home abutting lot D, 1302 13th Street, which is a historic structure owned by the city, has a North to South Orientation.

UPZ
UPZ
HRM
RC
ROS
ROS

2. *The shared driveway is not a dead-end road under the plain language of Park City's Land Management Code.*

As Staff correctly noted in its Staff Report, 1325 Empire has frontage on a platted City Right of Way (the "ROW") in the form of Norfolk Avenue. Norfolk Avenue was constructed privately (with the City's blessing) and does not meet the City's Street standards. The ROW is subject to a non-exclusive encroachment agreement to which 1325 as an abutter is a third-party beneficiary.

Norfolk Avenue is a City ROW and is technically a "dead-end road." The proposed shared driveway however is not a dead-end street under LMC § 15-7.3-4(A)(6) because it is not a road. According to the definitions found in LMC § 15-15-1, the "Road Classifications" include "[t]he Streets, highways, Roads, and Rights-of-Way designated on the Streets master plan." As Staff noted in its Staff Report, neither the proposed shared driveway or any other extension of the ROW is contemplated in the Streets master plan.

Similarly, the Definitions section of the LMC includes a separate definition for a "Shared Driveway." A Shared Driveway is "[a] single access vehicular way that is privately owned and maintained and provides access to two (2) or more Structure or off-street Parking Areas, which are located on individual lots." LMC § 15-15-1.

Finally, it bears noting that the definitions section of Park City's Parking Code found in Chapter 9 of Park City Code supports this interpretation. There, the Code defines "Street" as including "[e]very street, alley, roadway, right of way, or on-street parking space under the control and/or maintenance of Park City, whether on public or private property, *including all streets shown as public streets on the Street Master Plan*." But it goes on to expressly state that "[t]he term streets shall not include *private driveways*, parking lots, or private roadways." Park City Code § 9-1-3(G) (emphasis added).

Put simply, the proposed shared driveway is not a dead-end road, because it is not a road. It is not a road or drive "designated on the Streets Master Plan;" rather, it is a private shared driveway.

3. *The plat amendment will not lead to drainage, dirt runoff, or flooding issues.*

We have retained an engineer who has developed a Storm Water Calculation Plan. The Engineer has determined that the development must be able to detain 511 cubic feet of water runoff, per Park City requirements. The engineer has also developed a plan that will detain 750 cubic feet of water runoff. The Engineer has determined that there is not any abnormal risk of drainage issues, dirt runoff, or flooding. See the enclosed Storm Water Management Plan prepared by Alliance Engineering.

4. *The grade transition from the City's right of way into the private shared driveway will not cause a substantial slope.*

We have examined the slope and grade transition from the City platted ROW to the development site. The transition between the properties is less than 2%. The existing road will continue on without any material increase or decrease in slope. See the enclosed Site Sections and Slope Analysis.

5. There are multiple other areas in Old Town where multiple individual driveways are accessed from a shared driveway.

It is the narrow roads, historic structures, and dramatic grades that make Old Town Park City iconic. But what makes for convenient pedestrian access for silver miners does not necessarily transition well to an automobile-based society. Henry Ford may have put a vehicle in every American garage, but he did not provide public street access to the homes of Old Town. It is for this reason that, over the years, Park City has had to be creative in providing its residents vehicular access to their homes.

An example is Upper Norfolk Drive. Upper Norfolk Drive is a tight, winding drive that accesses historic structures and new homes on the edge of Old Town and the ski slopes. Most of the residences are accessed over City rights of way that don't come close to meeting City Street standards. When new development has occurred, it has been enabled through shared driveways that front the rights of way.

This section of Norfolk Avenue is another area where a shared driveway solution is appropriate. As the City Engineer noted, there is a historic structure (1302 Norfolk Avenue) that is encroaching on the Norfolk ROW. For Norfolk Avenue to be continued past 13th Street as a City Street, the City would be required to demolish 1302 or somehow jog around it.

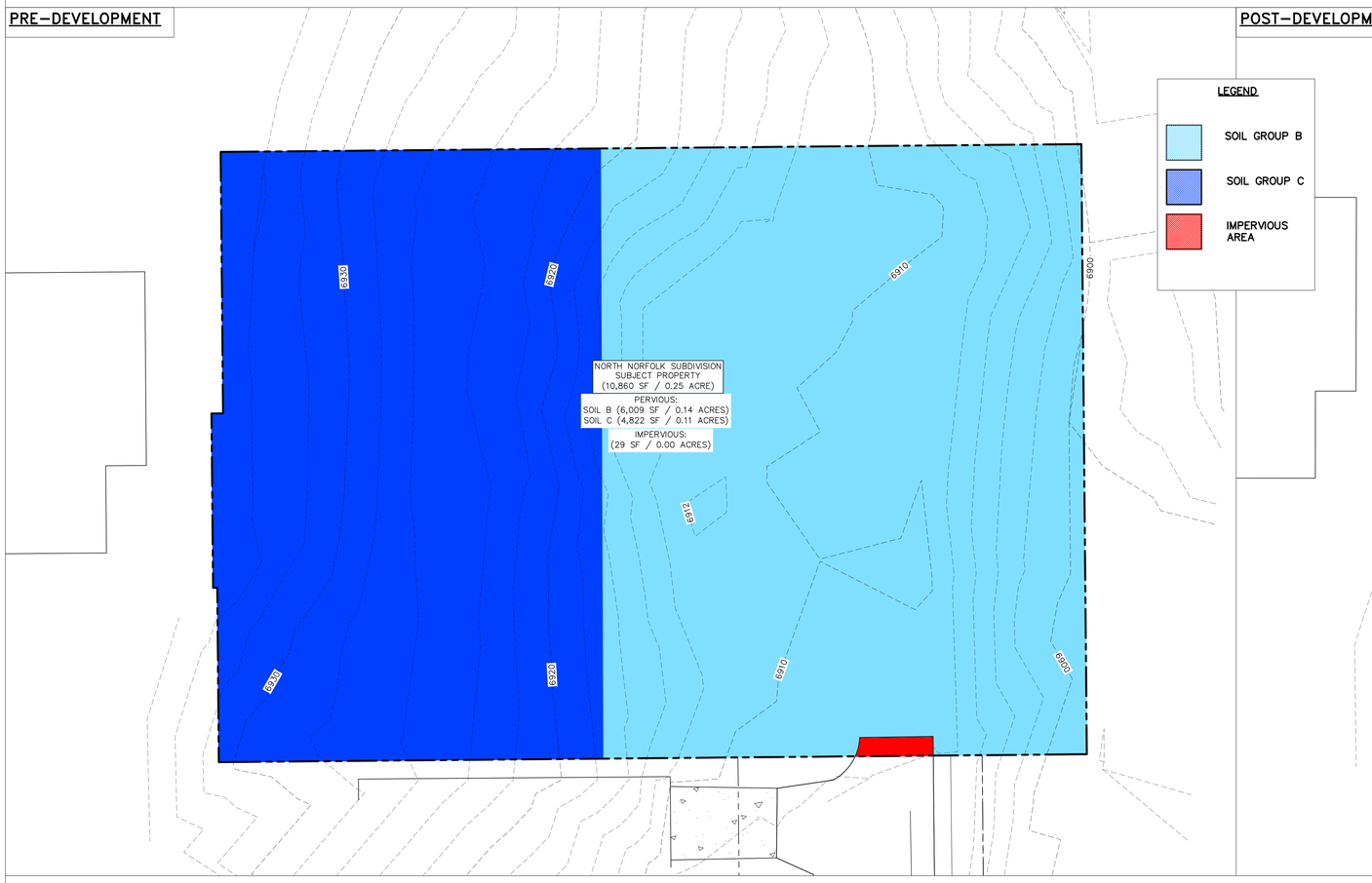
Of course, the simpler solution under the Code is to simply allow the limited remaining development to occur from a shared driveway. A tool that is available under the Code and that has similarly been used in the past. This, of course, is the route the Applicant has elected in this circumstance.

We appreciate your review of our Plat Amendment Application. Please let me know if there is any additional information required to process our application.

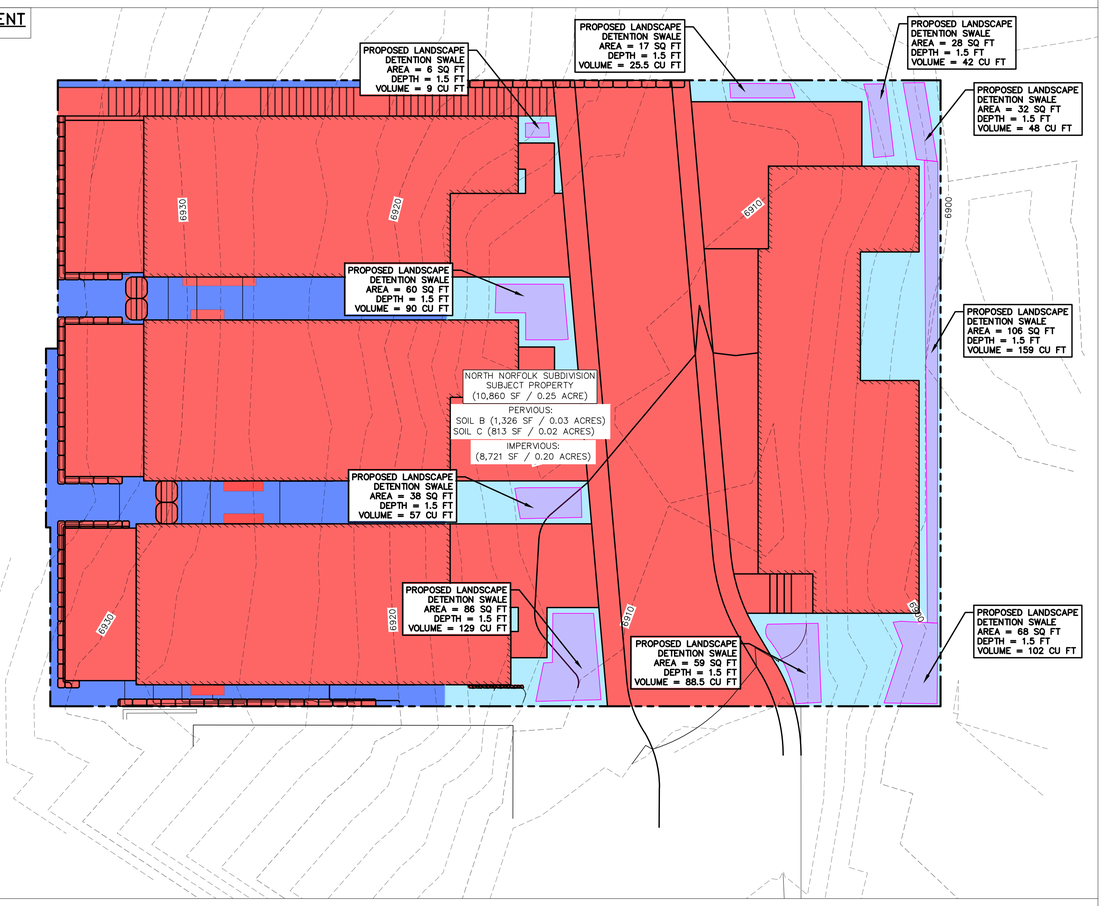
Very Truly Yours,
HOGGAN LEE HUTCHINSON

Justin J. Keys

PRE-DEVELOPMENT



POST-DEVELOPMENT



100 YEAR 10 MINUTE STORM

WATER QUALITY VOLUME CALCULATIONS

ASSUMPTIONS

METHOD OF ANALYSIS: WQ_V=CITA

DESIGN STORM: *90TH PERCENTILE EVENT*

NOTE: *INTENSITY = 0.60 IN/HR PER SUMMIT COUNTY MS4.*

VARIABLES

Q = RUNOFF FLOWRATE [CUBIC FEET/SEC]

C = RUNOFF COEFFICIENT

(WEIGHT AVERAGE BY SOIL GROUP AND AREA TYPE)

RUNNOFF COEFFICIENTS "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	0.07	0.10	0.14	0.18
AVERAGE (2-6%)	0.12	0.15	0.19	0.23
STEEP (>6%)	0.16	0.21	0.27	0.33
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE	0.78		0.93	

i = STORM INTENSITY [FT/HR]

T= STORM DURATION (HR)

NOTE: *T= 1 HR PER SUMMIT COUNTY ORDINANCE 381-A.*

A = AREA [FT^2]

PRE-DEVELOPMENT WATER QUALITY VOLUME

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)				
AVERAGE (2-6%)				
STEEP (>6%)		6,009	4,822	
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE			29	

A= 10,860 FT^2

C= 0.24

i= 0.05 FT/HR

t= 1.00 HR

ΔWQ_V = 130 CU FT

POST-DEVELOPMENT WATER QUALITY VOLUME

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)				
AVERAGE (2-6%)				
STEEP (>6%)		1,326	813	
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE			8,721	

A= 10,860 FT^2

C= 0.79

i= 0.05 FT/HR

t= 1.00 HR

ΔWQ_V = 428 CU FT

GROUNDWATER RECHARGE VOLUME

ΔWQ_V = 299 CU FT

PEAK RUNOFF CALCULATIONS

ASSUMPTIONS

METHOD OF ANALYSIS: *RATIONAL METHOD Q=CIA*

STORM RETURN PERIOD: *100 YEARS*

NOTE: *FOR THE 100 YR RECURRANCE INTERVAL, THE COMPOSITE "C" VALUE IS ADJUSTED BY A FACTOR OF 1.25 BEFORE COMPUTING Q.*

STORM DURATION: *10 MN.*

SOUCE: *NOAA ATLAS 14 - PARK CITY RADIO STATION 42-6648*

VARIABLES

Q = RUNOFF FLOWRATE [CUBIC FEET/SEC]

C = RUNOFF COEFFICIENT

(WEIGHT AVERAGE BY SOIL GROUP AND AREA TYPE)

RUNNOFF COEFFICIENTS "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	0.07	0.10	0.14	0.18
AVERAGE (2-6%)	0.12	0.15	0.19	0.23
STEEP (>6%)	0.16	0.21	0.27	0.33
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE	0.78		0.93	

I = STORM INTENSITY [INCHES/HR]

A = AREA [ACRES]

t = TIME OF CONCENTRATION (SEC.)

V = EXCESS RUNNOFF VOLUME (CU FT) = ΔQt

PRE-DEVELOPMENT PEAK DISCHARGE

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	-	-	-	-
AVERAGE (2-6%)	-	-	-	-
STEEP (>6%)	-	0.14	0.11	-
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE		-		0.00

A= 0.25 ACRES

C= 0.24

C_{ADJ}= 0.30

i= 5.00 IN/HR

Q= 0.37 CFS

POST-DEVELOPMENT PEAK DISCHARGE

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	-	-	-	-
AVERAGE (2-6%)	-	-	-	-
STEEP (>6%)	-	0.03	0.02	-
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE		-		0.20

A= 0.25 ACRES

C= 0.79

C_{ADJ}= 0.99

i= 5.02 IN/HR

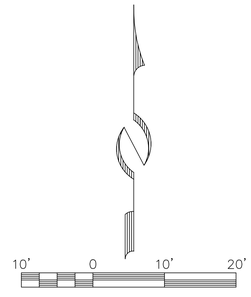
Q= 1.23 CFS

EXCESS RUNOFF STORAGE VOLUME

ΔQ= 0.86 CFS

t= 600 SEC.

V= 517 CU FT



NOTES:

1. PEAK RUNOFF VOLUME OF 517 CU. FT. FOR THE CALCULATED 100 YEAR 10 MINUTE STORM IS TO BE 100% DETAINED IN DESIGNATED DETENTION SWALE. THE SQUARE FOOTAGE OF THE DETENTION BASIN IS NOTED ON THE ABOVE PLAN. CUMULATIVE DETENTION VOLUME = 750 CU. FT.
2. PROMOTE DRAINAGE AWAY FROM HOUSE AND INTO DESIGNATED DETENTION BASINS.
3. ROOF DRAINS TO DAYLIGHT TO DETENTION BASINS OR CONNECT TO STORM DRAIN SYSTEM.

STORMWATER DETENTION REQUIRED = 517 CU. FT.
STORMWATER DETENTION PROVIDED = 750 CU. FT.

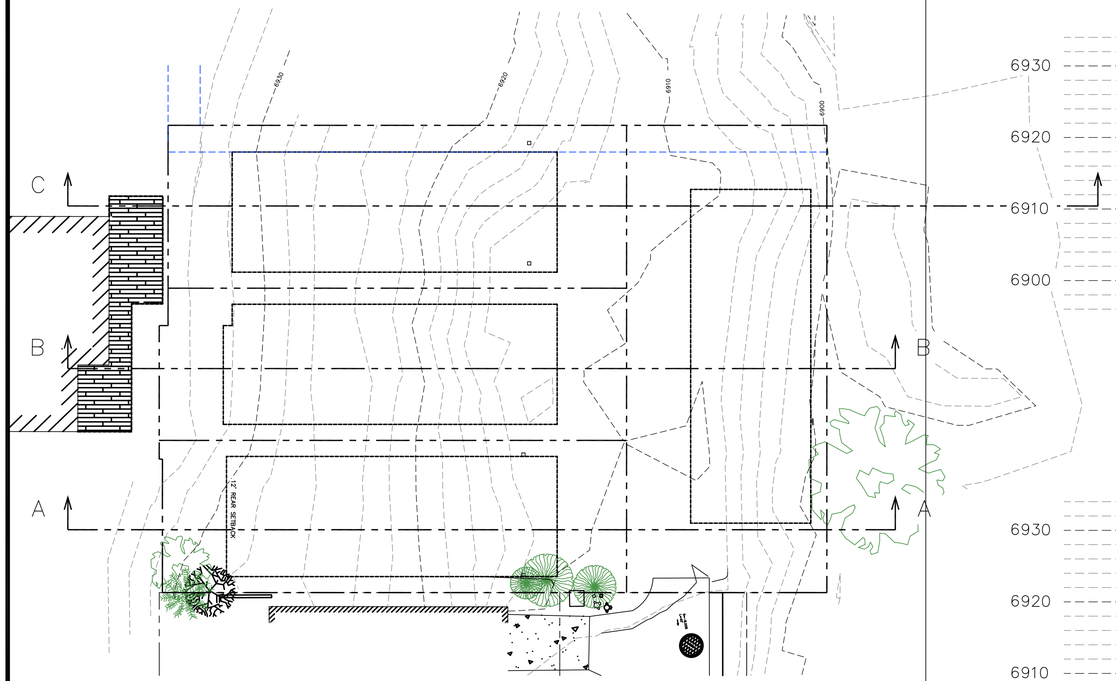
(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

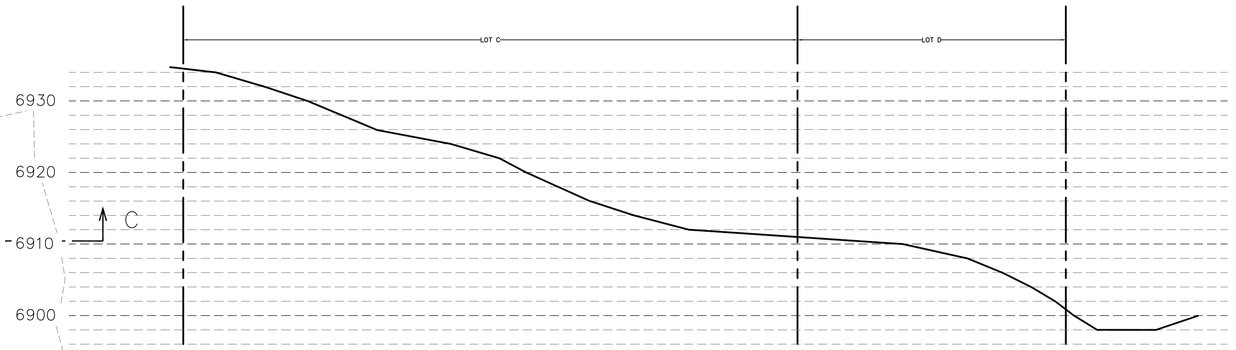
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
THOMAS VAUGHN

DATE: 7/31/23

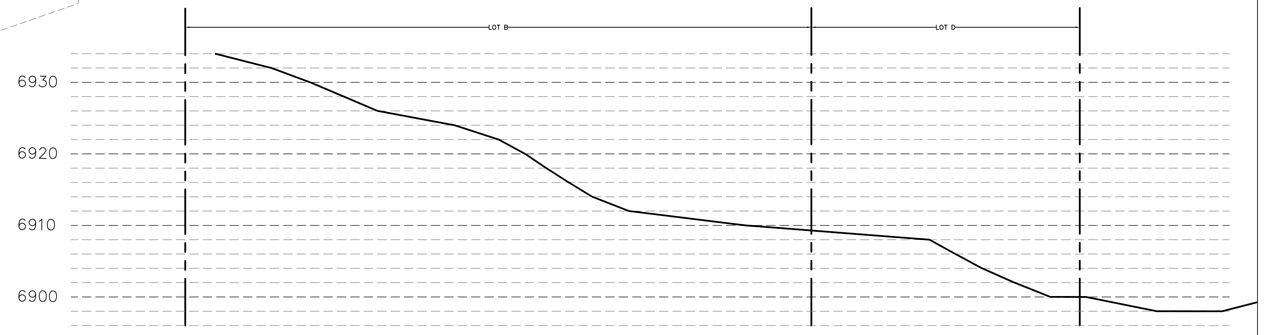
STORM WATER MANAGEMENT PLAN
NORTH NORFOLK SUBDIVISION, LOTS A-D
1323, 1324, 1327, & 1331 NORFOLK AVE

FOR: GAVIN STEINBERG
JOB NO.: 7-3-22
FILE: X:\SnydersAddition\dwg\Projects\070322_Knudsen Subdivision\070322-civil.dwg

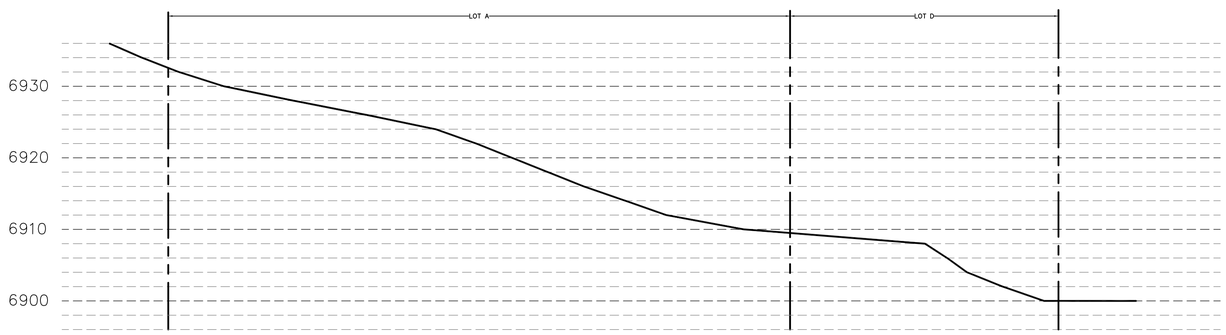




SITE SECTION C–C



SITE SECTION B–B



SITE SECTION A–A

SITE SECTIONS

SCALE: 1" = 10'

THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF B.T. HARRIS INC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY OTHER WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF B.T. HARRIS INC. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS.

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS FROM THE DIMENSIONS AND/OR CONDITIONS SHOWN BY THESE DRAWINGS. ALL SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL PRIOR TO PROCEEDING WITH FABRICATION.

BY BUILDING THESE PLANS THE CONTRACTOR UNDERSTANDS THAT THERE MAY BE ERRORS CONTAINED IN THIS SET, AND WILL NOT HOLD THIS OFFICE LIABLE FOR ANY OVERSIGHTS OR ERRORS AND WILL NOTIFY THIS OFFICE OF ANY ERRORS THAT ARISE DURING CONSTRUCTION.

LIMITATIONS OF LIABILITY

BY ACCEPTING THESE PLAN DOCUMENTS AND OR SERVICES OUTLINED IN THESE PLAN DOCUMENTS, THE CLIENT, THEIR CLIENT, BUILDER, SUBCONTRACTORS, USERS AND ALL PRESENT AND FUTURE PERSONS OR PARTIES DIRECTLY OR INDIRECTLY AFFECTED BY THE PLAN DOCUMENTS OR SERVICES OUTLINED IN THE PLAN DOCUMENTS AGREE TO A LIMIT OF LIABILITY OF B.T. HARRIS INC. AND ITS EMPLOYEES AND PRINCIPALS TO THE AMOUNT OF THE ORIGINAL VERBALLY OR SIGNED AGREED CONTRACT.

VAN SICKLE
DESIGN & DRAFTING
4383 Forestdale Road, Suite 205
Park City, UT 84098
(801) 694-9683
bill.draftmaster@gmail.com
www.vansicklearchitecture.com

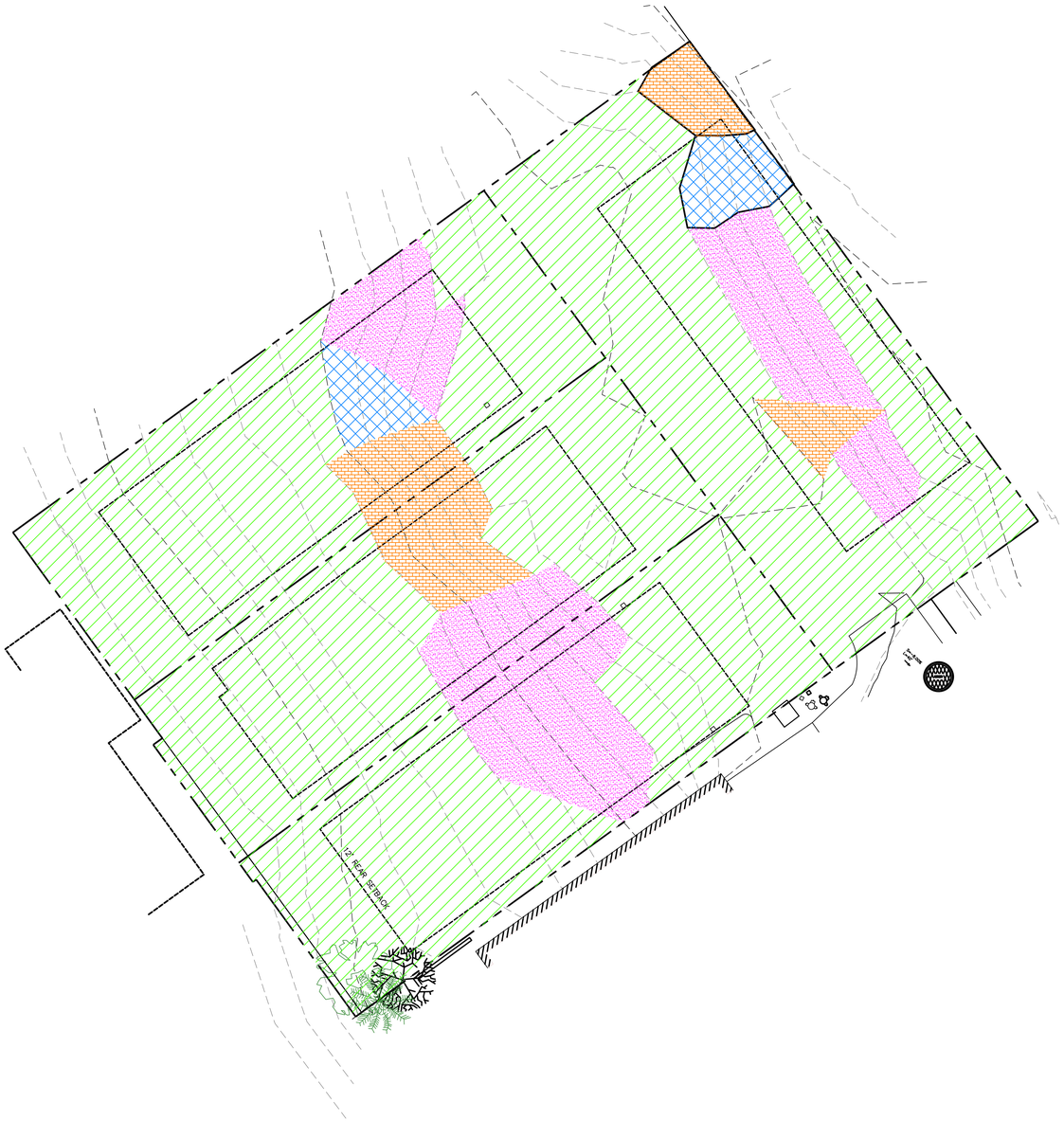
KNUDSON SUBDIVISION REPLAT

KNUDSON PARCELS
PARK CITY, UTAH
84098

SITE SECTIONS

DATE OF PLANS
11 AUG 2023

SHEET
A1.08



0% – 20% SLOPE

21% – 25% SLOPE

26% – 30% SLOPE

31% OR MORE SLOPE

SLOPE ANALYSIS

SCALE: 1" = 10'

THE ABOVE DRAWINGS AND SPECIFICATIONS AND THE IDEAS, DESIGNS, AND ARRANGEMENTS REPRESENTED THEREBY ARE AND SHALL REMAIN THE PROPERTY OF B.T. HARRIS INC. NO PART THEREOF SHALL BE COPIED, DISCLOSED TO OTHERS OR USED IN CONNECTION WITH ANY OTHER WORK OR PROJECT OR BY ANY OTHER PERSON FOR ANY PURPOSE OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY HAVE BEEN PREPARED AND DEVELOPED WITHOUT THE WRITTEN CONSENT OF B.T. HARRIS INC. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE CONCLUSIVE EVIDENCE OF THESE RESTRICTIONS.

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY, AND BE RESPONSIBLE FOR, ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE NOTIFIED IMMEDIATELY OF ANY VARIATIONS FROM THE DIMENSIONS AND/OR CONDITIONS SHOWN BY THESE DRAWINGS. ALL SHOP DETAILS MUST BE SUBMITTED TO THIS OFFICE FOR APPROVAL PRIOR TO PROCEEDING WITH FABRICATION.

BY BUILDING THESE PLANS THE CONTRACTOR UNDERSTANDS THAT THERE MAY BE ERRORS CONTAINED IN THIS SET, AND WILL NOT HOLD THIS OFFICE LIABLE FOR ANY OVERSIGHTS OR ERRORS AND WILL NOTIFY THIS OFFICE OF ANY ERRORS THAT ARISE DURING CONSTRUCTION.

LIMITATIONS OF LIABILITY

BY ACCEPTING THESE PLAN DOCUMENTS AND OR SERVICES OUTLINED IN THESE PLAN DOCUMENTS, THE CLIENT, THEIR CLIENT, BUILDER, SUBCONTRACTORS, USERS AND ALL PRESENT AND FUTURE PERSONS OR PARTIES DIRECTLY OR INDIRECTLY AFFECTED BY THE PLAN DOCUMENTS OR SERVICES OUTLINED IN THE PLAN DOCUMENTS AGREE TO A LIMIT OF LIABILITY OF B.T. HARRIS INC. AND ITS EMPLOYEES AND PRINCIPALS TO THE AMOUNT OF THE ORIGINAL VERBALLY OR SIGNED AGREED CONTRACT.

VAN SICKLE
DESIGN & DRAFTING
4383 Forestdale Road, Suite 205
Park City, UT 84098
(801) 694-9683
bill.draftmaster@gmail.com
www.vansicklearchitecture.com

KNUDSON SUBDIVISION REPLAT

KNUDSON PARCELS
PARK CITY, UTAH
84098

PUBLIC STAIRCASE PLAN

DATE OF PLANS
15 MAR 2023

SHEET
A1.08

WHEN RECORDED MAIL TO:

SKYLER LLC
C/O: GARY KNUDSON
PO BOX 511
PARK CITY, UT 84060-0511

Knudson-B
Knudson-C
SA-200

01184065 B: 2725 P: 1173
Page 1 of 7
Rhonda Francis Summit County Recorder
02/24/2022 03:35:42 PM Fee $40.00
By COALITION TITLE AGENCY, INC.
Electronically Recorded

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is entered into on this 23 day of February, 2022 ("Effective Date") by and between **MARYA, LLC** ("Grantor"), and **SKYLER, LLC, formerly known as Skyler LTD** ("Grantee").

RECITALS

A. On the date hereof, Grantor owns real property in Summit County generally located at 1314 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT B KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 4,133 SQ FT OR 0.09 AC. 2229-1106.

Tax Parcel No.: KNUDSON-B (GRANTOR PROPERTY)

29780

B. On the date hereof, the Grantee owns real property in Summit County generally located at 1325 EMPIRE AVE, Summit County, Utah, which is more particularly described as:

LOT C KNUDSON SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 7,125 SQ FT OR 0.16 AC.

Tax Parcel No.: KNUDSON-C (GRANTEE PROPERTY 1)

C. On the date hereof, the Grantee owns real property in Summit County, Utah, which is more particularly described as:

ALL OF LOTS 6 AND 7 IN BLOCK 19, SNYDERS ADDITION

Unofficial Copy

TO PARK CITY, UTAH ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE

Tax Parcel No.: SA-200 (GRANTEE PROPERTY 2)

D. The only purpose of this Access Easement is to allow fire department and emergency services ("Emergency Services") access to Grantee Property 1 and Grantee Property 2 by and through an access easement, described herein, for the benefit of the Grantee Property 1 and Grantee Property 2.

E. There exists a certain five foot (5') wide unimproved dirt path across a certain portion of the Grantor Property, as depicted on Exhibit A ("Access Easement").

F. The Grantor Property and Grantee Property are adjoining parcels. Grantee Property 1 (KNUDSON – C) is adjacent to the Access Easement. However, Grantee Property 2 (SA-200) is not adjacent to the Access Easement and Emergency Services may only access Grantee Property 2 by way of Grantee Property 1 and not by way of any other portion of GRANTOR'S PROPERTY.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, GRANTOR hereby grants a non-exclusive and restricted access easement over the ACCESS EASEMENT for ingress and egress by Emergency Services to access and for the benefit of GRANTEE'S PROPERTY 1 and GRANTEE PROPERTY 2 on the terms and provisions set forth herein.

1. The Recitals above and all Exhibits hereto are hereby incorporated into this Agreement by this reference.

2. The Access Easement is as depicted in Exhibit A which is incorporated herein.

3. Grantee and any successors in interest have a right to construct a concrete / asphalt sidewalk within the full length and width of the Easement Access area. Grantee and any successors are responsible for all costs of construction and maintenance of any such improvements in the Access Easement. Grantee has no rights to otherwise improve upon or make improvements, in any form, to the Access Easement, including but not limited to, grading, retaining, expanding the width, or any other improvement on the Grantor Property, including the ACCESS EASEMENT, without prior written permission from Grantor, except as may be required from time to time by a governmental authority having jurisdiction over the Emergency Services and then only for purposes of providing access for Emergency Services, (provided such governmental authority shall not have the right to increase the width of the Access Easement).

4. Grantor shall have no right to impede or restrict access to or the use of the ACCESS EASEMENT by the Emergency Services providers as contemplated herein, provided, however that Grantor shall have the right to restrict access to the Access Easement in a manner acceptable to Park City Emergency Services providers so that only Emergency Services providers may have access to the Access Easement.

5. The parties acknowledge that Park City currently has plans to build a public access easement on property adjacent to Grantor's Property (the "City Easement"). If and when the City Easement is constructed, and provided that the City Easement is accepted in writing by Park City Municipality (including Emergency Services) as providing equivalent and acceptable Emergency Services access to Grantee Property 1 and Grantee Property 2, this Access Easement shall automatically terminate. Provided, however, that if Grantee Property 1 is able to connect directly to the City Easement, the Access Easement shall be redescribed as the smallest possible area necessary to allow Emergency Services Access to Grantee Property 1 from the City Easement.

6. GRANTEE HAS INSPECTED THE EASEMENT PROPERTY AND ACCEPTS THE EASEMENT PROPERTY IN "AS-IS", "WHERE-IS" CONDITION, WITH ALL FAULTS, AND GRANTEE AGREES THAT GRANTOR HAS NOT MADE, AND DOES NOT MAKE, ANY WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE PHYSICAL CONDITION OF THE EASEMENT PROPERTY; AND GRANTOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES; AND THE PARTIES AGREE THAT ALL RISK ASSOCIATED THEREWITH SHALL BE BORNE BY GRANTEE. NOTWITHSTANDING THE FOREGOING, GRANTOR HEREBY REPRESENTS AND WARRANTS TO GRANTEE THAT GRANTOR IS THE OWNER OF FEE SIMPLE TITLE TO THE EASEMENT PROPERTY AND HAS FULL AUTHORITY TO GRANT THE EASEMENT CREATED HEREIN.

7. This Agreement and the easement created hereunder constitute equitable servitude and covenants running with the land, binding on GRANTOR's PROPERTY and benefitting and appurtenant to GRANTEE PROPERTY 1 AND GRANTEE PROPERTY 2, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors-in-interest.

8. This Agreement is for the sole and exclusive benefit Grantee and its successors-in-interest, for the sole purpose of Emergency Services providers requiring emergency access pursuant hereto, and there shall be no individual rights for use of the Access Easement, including any other third-party beneficiaries, and nothing in this Agreement shall be construed to grant to any other person any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9. This Agreement may only be amended by a writing executed and recorded by Grantor and Grantee, or their respective successors-in-interest.

10. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Utah.

11. Any waiver by a party hereto of any breach of any kind or character whatsoever by another party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other party.

12. In the event any action or proceeding is brought by any party against any other party hereto, the prevailing party shall be entitled to recover attorney's fees in such amount as the court may adjudge reasonable.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the Effective Date.

GRANTOR

MARYA, LLC

By: KIMBERLY ESPLIN
Its Manager

ACKNOWLEDGEMENT

STATE OF Utah)
: ss.
County of Summit)

STATE OF Utah)
COUNTY OF Summit)

On this 23 day of Feb., 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Marya, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

Notary Public

Notary Public - State of Utah
CRAIG R. RODMAN
Commission #701194
My Commission Expires
August 12, 2022

GRANTEE
SKYLER, LLC

By: KIMBERLY ESPLIN
Its Manager

ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
County of Summit)

On this 23 day of FEB, 2022, KIMBERLY ESPLIN (name of document signer) personally appeared before me , whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he/she is the Manager of Skyler, LLC, a Utah limited liability company, and that said document was signed by him/her on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he/she acknowledged to me that he/she executed the same.

Notary Public

Notary Public - State of Utah
CRAIG R. RODMAN
Commission #701194
My Commission Expires
August 12, 2022

Unofficial Copy

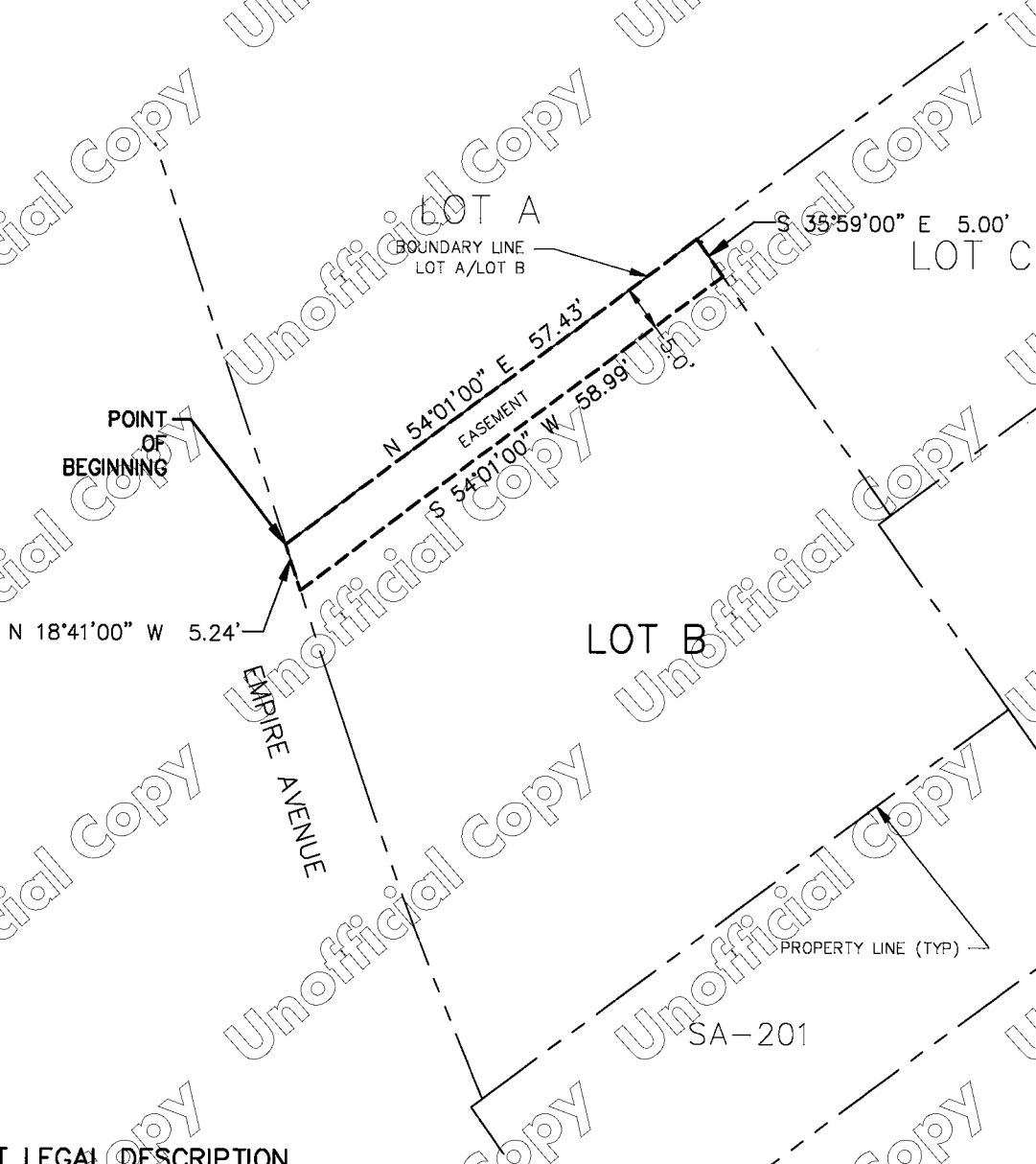
EXHIBIT "A"

(Survey of Access Easement on Grantor's Property)

Unofficial Copy

DocuSign Envelope ID: 0B69FCB2-47CE-4E3A-95EF-137D783542E5

KNUDSON SUBDIVISION
LOT B EASEMENT
EXHIBIT "A"



EASEMENT LEGAL DESCRIPTION

A five (5) foot wide Access Easement located in the Northwest Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said easement also being located within Lot B of the Knudson Subdivision recorded February 27, 2014 as Entry No. 990328 in the office of the Summit County Recorder and being more particularly described as follows:

Beginning at the westernmost Corner of Lot B Knudson Subdivision, said corner being common to the southernmost Corner of Lot A Knudson Subdivision; and running thence coincident with the boundary line common to Lot A and Lot B North 54°01'00" East 57.43 feet to the northernmost Corner of Lot B, said corner being common to the westernmost Corner of Lot C Knudson Subdivision; thence coincident with the boundary line common to Lot B and Lot C South 35°59'00" East 5.00 feet; thence South 54°01'00" West 58.99 feet to the easterly right-of way of Empire Avenue; thence coincident with said right-of-way of Empire Avenue North 18°41'00" West 5.24 feet to the Point of Beginning.

SCALE: 1" = 20'

Date: 12.06.2021
Project No.: 21039
C:\Users\Charlie\Desktop\ALLTERRA\AU JOBS\21039-Knudson Easement\21039.dwg

PROFESSIONAL LAND SURVEYING AND CONSULTING
ALLTERRA UTAH, LLC
435-640-4200
463 SCENIC HEIGHTS ROAD. FRANCIS, UTAH 84036

01184065 Page 7 of 7 Summit County

WHEN RECORDED, RETURN TO:
Matthew B. Hutchinson
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR _____SUBDIVISION

DRAFT

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR _____, is made effective as of this ___ day of August, 2023, by 1325 EMPIRE AVENUE HOLDINGS, LLC, a Delaware limited liability company, authorized to do business in the State of Utah, whose principal place of business and post office address is 13 Club Road, Riverside, CT 06878, (referred to herein as "Declarant"), with respect to the following:

RECITALS

A. Declarant owns certain real property located in Park City, Summit County, Utah, which is more particularly described on *Exhibit A* attached hereto and by this reference made a part hereof (the "Project"). Declarant has developed the Project as a master planned development known as _____.

B. Declarant has recorded a Plat for the Project designating a shared driveway, and granted easements for utilities and improvements for drainage and flood control and subject to the following restrictions as noted on the Plat:

1. The Plat is subject to the Conditions of Approval in Park City Ordinance 2023-_____.

C. Declarant has caused the Association to be formed as a Utah non-profit corporation for the purpose of benefiting the Project and its Owners, which non-profit corporation will (a) maintain the Shared Driveway serving all Lots in the Project; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and the Owners, administer and enforce all of the provisions hereof and enforce the Use and other restrictions imposed on the Project and the Lots.

D. Declarant has developed Project into Lots for residential use.

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and other holders of an interest in the Project, or any part thereof, certain mutually beneficial Covenants, restrictions and obligations with respect to the proper development, Use and maintenance of the Project.

F. Declarant desires and intends that the Owners and other holders of an interest in the Project and other Persons hereafter acquiring any interest in or otherwise utilizing portions of the Project shall at all times enjoy the benefits of the Project and shall hold their interest therein subject to the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing the value, desirability and attractiveness of the Project.

G. Declarant therefore desires to subject all Lots to the Covenants, conditions, restrictions, Assessments, charges, servitudes, liens and reservations set forth in this Declaration.

In order to cause this Declaration and the Covenants contained herein to run with the Project and to be binding upon the Project and the Owners and other holders of an interest therein from and after the date this Declaration is Recorded, Declarant hereby makes or shall make conveyances of the Project, whether or not so provided therein, subject to this Declaration; and by accepting Deeds, leases, easements or other grants or conveyances to any portion of the Project, the Owners and other transferees for themselves and their heirs, personal representatives, trustees, administrators, Board of Directors, members, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such Persons are specifically excepted here from and that all portions of the Project acquired by them shall be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

ARTICLE I – DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed "Recitals") shall have the following meanings:

1. **Amendment**: an amendment to this Declaration Recorded by the Association pursuant to *Section 18* of this Declaration.

2. **Architectural Review Committee** (sometimes referred to herein as the "ARC"): the committee formed to review Plans and specifications for the construction or modification of Improvements.

3. **Articles of Incorporation** (referred to herein as the "Articles"): filed on _____, with the Utah Division of Corporations and Commercial Code for _____ Association, Inc., a Utah non-profit corporation.

4. **Assessable Property**: all Lots or other portions of the Project subject to Assessments assessed by the Association.

5. **Assessment Lien:** the lien created and imposed by *Article VIII*.

6. **Assessment Period:** the term set forth in *Section 8.6*.

7. **Assessments:** Assessments all of which may be determined and assessed by the Association and which shall be payable by an Owner of a Lot pursuant to the terms of this Declaration as set forth in *Section 8.3*, which can take different forms depending upon the relative purpose of the Assessment such as: (a) Common Assessments, (b) Reserve Fund Assessments, (c) Special Assessments, and (d) Individual Assessments.

8. **Association:** the Utah nonprofit corporation organized by Declarant under the name "_____ ASSOCIATION, INC.," to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document.

9. **Board of Directors or Board**: the Board of Directors of the Association.

10. **Budget**: the proposed budget of Common Area Expenses prepared by the Board each year, as the basis for the calculation of the Assessments, as provided in *Section 8.3.3*.

11. **Building**: any structure constructed within the Project.

12. **Bylaws**: the Bylaws of the Association, as the same may from time to time be amended or supplemented.

13. **Capital Improvement**: any new Improvements intended to add to, enhance or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

14. **Common Assessments**: The allocation of the Common Expenses to the Owners of Lots by the Association pursuant to this Declaration.

15. **Common Expenses**: refers to those costs and expenses incurred by or on behalf of the Association arising out of or connected with the maintenance, Improvement, and the operation of the Association.

16. **Community**: sometimes referred to herein as the "_____." The subdivision shall be known as "_____."

17. **County**: Summit County, Utah.

18. **Covenants**: the covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations and easements set forth in this Declaration, as amended or supplemented from time to time.

19. **Declarant**: 1325 Empire Ave Holdings, LLC., a Delaware limited liability company, and the successors and assigns of Declarant's rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant's rights and/or obligations in this Declaration pursuant to *Section 19.1* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

20. **Declaration**: this Declaration of Covenants, Conditions and Restrictions for _____, as amended or supplemented from time to time.

21. **Deed**: a Deed or other instrument conveying the fee simple title in a Lot.

22. **Delinquent Assessment**: Any Assessment which is not paid when due. *See Section 8.6.*

23. **Eligible Mortgagee**: a Mortgagee which has requested notice of certain matters from the Association in accordance with *Section 17.2* of this Declaration.

24. **Event or Events**: the earliest of certain happenings to occur which will mark the expiration of the Period of Declarant Control as described in *Section 7.3.2.*

25. **First Mortgage**: any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

26. **First Mortgagee**: any Person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such Person under a First Mortgage.

27. **General Public Uses**: those types of Uses designated from time to time by the Declarant or by the Board as General Public Uses.

28. **Governing Authority**: the applicable governmental entity or municipality which may have jurisdiction over some part of the Project.

29. **Governing Authority Property**: all real property which may from time to time be conveyed, assigned, or transferred by Deed, a grant of a perpetual easement or other written instrument to the applicable Governing Authority.

30. **Governing Documents**: this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board.

31. **Improvement(s)**: any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any Private Road, building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other

thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

32. **Lot**: any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant, specifically referred to herein as a "Lot" and intended for occupancy, and Residential Use.

33. **Manager**: such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, and by any other Governing Document.

34. **Member**: any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Lot.

35. **Membership**: a membership in the Association and the rights granted to the Owners and Declarant pursuant to *Article VII* to participate in the Association.

36. **Membership Initiation Fee**: an Individual Assessment assessed as a one-time charge at closing upon the Person purchasing a Lot from Declarant in an amount equaling the next full quarter of Assessments which shall be deposited into the Reserve Fund.

37. **Mortgage**: any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein, including without limitation a leasehold interest, as security for the payment of a debt or obligation.

38. **Mortgagee**: a beneficiary of a deed of trust that is included within the definition of a Mortgage as well as a named mortgagee under a Mortgage.

39. **Motor Vehicles**: motor vehicles including but not limited to any automobile, motorcycle, motorbike, snowmobile, snow cat, personal watercraft, boat, boat trailer, motorcycle, motorbike, motor scooter, mini-bike, all-terrain vehicle, moped, electric bike, off-road vehicle, Recreational Vehicle or other similar equipment or vehicle.

40. **Neighboring Property and Neighboring Properties**: any Lot, including Private Roads or public roads within the Project other than the specific property in reference.

41. **Owner**: (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot including, without limitation, one who is buying a Lot under a Recorded contract or Recorded notice of such contract, but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.

42. **Period of Declarant Control**: the period during which the Declarant who filed the Governing Documents, or the Declarant's successor in interest, who retains authority to appoint or remove members of the Board or exercise power or authority assigned to the Association under the Governing Documents as defined in more detail in *Section 7.3.2.*

43. **Person**: a natural individual, a corporation, limited liability company, partnership or any other entity with the legal right to hold title to real property.

44. **Plat**: The _____ Subdivision Plat recorded in the office of the Summit County Recorder on _____, as Entry No. _____.

45. **Project**: that certain five-lot subdivision project described in the Plat and existing on the real property described on Exhibit A.

46. **Record, Recording, or Recorded**: placing an instrument of public record in the Office of the Recorder of Summit County, Utah, and "Recorded" means having been so placed of public record.

47. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

48. **Reserve Fund**: the Fund created or to be created by the Association pursuant to *Section 8.3.3.4* for the purposes provided in *Section 10.1*.

49. **Residence**: any Building, or part of a Building, on a Lot which is intended for occupancy and Residential Use as a separate residence.

50. **Resident**: refers to the following:

a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and

b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and

c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term "Resident" also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

51. **Residential Areas or Residential Community or Residential Development or Residential Use**: Lots in a subdivision that have been approved by and developed with a Residence, together with related areas intended for the Use and enjoyment of the Owners and Residents of such Lots.

52. **Rules and Regulations**: the Rules and Regulations for _____ adopted by the Board pursuant to *Section 6.3*.

53. **Shared Driveway**. That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).

54. **Special Assessment**: any assessment levied and assessed by the Board pursuant to *Section 8.4*.

55. **Special Assessment Limit**: the limit placed on Special Assessments forth in *Section 8.4.1*.

56. **Special Use Fees**: means the term set forth in *Section 4.1.4*

57. **State**: the State of Utah.

58. **Supplemental Declaration**: a supplement to this Declaration executed by or consented to by Declarant.

59. **Use**: one or more specific types of property development and classification as set forth in

Section 5.1 of this Declaration.

60. **Visible from Neighboring Property**: with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on Neighboring Property, on the level of the base of the object being viewed.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Designation Creating _____

Declarant hereby declares that all of the Project, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, Improved or transferred, in whole or in part, subject to this Declaration as amended and modified from time to time. In additional, some of the Project within the Project may be subject to a Recorded Supplemental Declaration as applicable from time to time.

2.1.1 Association. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Project as set forth more fully in the Association Documents.

2.1.2 Not Condominium or Cooperative**.** This Declaration is not a declaration of condominium. No portion of the Project is submitted by this Declaration to the condominium form of ownership. Moreover, no portion of the Project shall be a cooperative. However, portions of the Project may be submitted to the condominium form of ownership by a Supplemental Declaration.

2.1.3 No Timeshare / Fractional Share Development or Timeshare/Fractional Share Use. Notwithstanding anything to the contrary contained in this Declaration, Declarant has decreed that no portion of the Project shall be utilized or subjected to any Timeshare or Fractional Share Development or Timeshare or Fractional Share Use as defined under Utah Code Ann. Sections *57-19-2(25) through (27)* or successor statutes.

2.2 Supplemental Declarations

In General, Declarant shall have the right, alone and in its sole discretion, to execute and record in Summit County, Utah, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

ARTICLE III - LAND DESIGNATION AND ADMINISTRATION

3.1. In General

The Project may be subjected to designated Uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any Use for the Project consistent with the terms of the Master Plan, this Declaration and applicable law. Without limiting the foregoing, the Project may be used in the following manner:

3.1.1. Residential Areas. Residential Areas shall be those areas used for Residential Use, which shall include Lots and Improvements associated with Residential Uses including, but not limited to, Private Roads, public roads, driveways, sidewalks, walkways, entranceways, street lighting, parking spaces, public or private pedestrian walkways, bicycle and equestrian trails, public or private parks, landscaping, and other areas or amenities appurtenant to the Lots. Each Owner shall be responsible for all Improvements located on and maintenance of his or her Lot.

3.2. Disputes as to Use

If there is any dispute as to whether the designation of any portion of the Project complies with this Declaration, any Supplemental Declaration, or any other documents, the dispute shall be resolved by Declarant in its sole discretion for so long as Declarant owns any portion of the Project. After Declarant no longer owns any portion of the Project, the dispute shall be resolved by the Board of Directors. The determination rendered by Declarant or the Board of Directors, as the case may be, shall be final and binding on all Persons involved in the dispute.

ARTICLE IV – DEVELOPMENT, EASEMENTS AND RIGHTS OF ENJOYMENT

4.1 Easements of Enjoyment

Every Member shall have a right and nonexclusive easement of enjoyment in and to their Lots in the Project, subject to the following provisions:

4.1.1. Suspension of Rights. The right of the Association to suspend the voting rights of any Member and the right to the Use of the Common Areas by any Member (a) for any period during which any Assessment against such Member's Lot remains delinquent sixty (60) or more days; (b) for a period not to exceed 60 days for any infraction by such Member of this Declaration, the Rules and Regulations or any of the other governing Documents, and (c) for successive sixty (60)-day periods if any such infraction by such Member is not corrected during any prior sixty (60) day suspension period or such infraction is repeated within one (1) year of being notified of the initial infraction.

4.1.2. Rules and Regulations. The right of the Association to implement Rules and Regulations. The Rules and Regulations shall be intended, in the absolute discretion of the Board, to enhance the Project or the safety and convenience of or otherwise shall serve to promote the best interests of the Owners.

4.1.3. Governing Authority. The right of the applicable Governing Authority and any other governmental or quasi-governmental body having jurisdiction over _____ to access and rights of ingress and egress over and across any Private Road, public road, parking area, or walkway, contained within the _____ Subdivision for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal service.

4.2 Declarant Reserved Easements

4.2.1. Landscaping Easement. By Recordation of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, a perpetual alienable and transferable easement over, across and upon each and every Lot which abuts or is contiguous to the Shared Driveway for the purpose of operation and maintenance of the Shared Driveway, including but not limited to, the Use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Shared Driveway. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of planting grass, trees and shrubs, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

4.2.2. Easements for Encroachments. If any part of a Lot or any Improvement built in substantial accord with the boundaries for such Lot as depicted on a Plat (or in other approved documents depicting the location of such on the Lot) encroaches or shall encroach upon the Shared Driveway, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. If any part of the Shared Driveway encroaches or shall encroach upon a Lot or an Improvement, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. Each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

4.2.3. Easements for Snow Storage, Drainage Maintenance and Flood Water. The Lots have or may have areas for snow storage or drainage maintenance as depicted upon a Recorded Plat, or otherwise found on such properties (collectively, "Drainage Control Features"). All Owners of Lots wherein Drainage Control Features are located shall remove trash and other debris therefrom and fulfill their maintenance responsibilities with respect to such Owners' Lot as provided in this Declaration. Notwithstanding the foregoing, the Declarant reserves for itself and its successors, assigns, and designees and for the Association a perpetual, nonexclusive right and easement, but not the obligation, to enter upon the Drainage Control Features located within any Lot for the purpose of maintaining, repairing, cleaning, or altering drainage and water flow, and shall have an access easement over and across any Lot (but not the Residences or other Buildings thereon) abutting or adjacent to any portion of any Drainage Control Features to the extent reasonably necessary to exercise their rights under this *Section 4.3.3*. Any or all of Declarant's and the Association's rights and easements provided for in this *Section 4.3.3.* may be transferred by Declarant or the Association to a Governing Authority at Declarant's or the Association's election by a written instrument, and Declarant's rights under this *Section 4.3.5.* shall be transferred automatically to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. All persons entitled to utilize these easements shall use reasonable care in, and repair any material damage resulting from, the Use of such easements. Nothing herein shall be construed to make Declarant, the Association, or any other Person liable for damage resulting from flooding due to heavy rainfall, excessive spring run-off, or natural disasters. Owners or Residents are strictly prohibited from disrupting the drainage pattern and shall not interfere with, obstruct, re-channel, construct upon, alter, build-in, fill-in, or impair any Drainage Control Features or the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by a Governing Authority or by Declarant, the Association, a Builder, or another developer.

4.3 Easements for Utilities

4.4.1. In Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot and the construction of the Improvements thereon and also to the extent deemed necessary thereafter by the Declarant or the Board, provided that the location of any such easements shall not unreasonably interfere with the intended Use of such Lot by the Owner thereof. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Project and affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of Buildings on the Lots. Notwithstanding anything to the contrary contained in this *Section*, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

4.4 Easements for Ingress and Egress

There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots and their guests, families, tenants, and invitees. There is also hereby created an easement upon, across and over Shared Driveways and Private Roads and private parking areas within the Project for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board shall have the right to relocate and/or reconfigure any and all such easements

from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

ARTICLE V -USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

5.1 Use Classifications

5.1.1. Use Classifications, restrictions, easements, rights-of-way and other matters, including new or different Uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant and are as disclosed on the Plat as recorded in the office of the Summit County Recorder.

5.1.2. Unless otherwise specifically provided in the Governing Documents, the definitions and characteristics of such Use Classifications, and specific permitted and prohibited uses in such Use Classifications, shall be within the complete discretion of Declarant. This Declaration shall be subject to the zoning, Use, and development laws, ordinances, rules and regulations, and policies of the applicable Governing Authority.

5.1.3. Health, Safety and Welfare Rules or Regulations. In the event any uses and activities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence within the Project as part of the Rules and Regulations.

5.1.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident, tenant, or occupant of a Lot which shall not be less than forty-eight (48) hours, any Member of the Board or any authorized representative of the Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

5.1.5. Citation, Fines and Penalties.

5.1.5.1. The Association, by and through the Board or its Manager, may issue a citation to any Owner whose behavior or Use of his Lot does not conform to the Association's Governing Documents ("Non-Conforming Member"). Owners are responsible for the action and/or failure to act on the part of their family members, guests, visitors, tenants, and invitees.

5.1.5.2. Written Warning of Non-Conforming Use. The Association shall send a written warning of non-conforming use and deliver it consistent with the notice provisions in the Bylaws. The warning shall generally advise the Non-Conforming Member of the nature of the offense, cite the specific provision with the Governing Documents which the Non-Conforming Member has violated, state that the Board will assess fines or impose nonmonetary penalties including suspension of privileges if the violation is continuing and not cured in not less than forty-eight (48) hours after the date of the warning. This warning shall also advise the Non-Conforming Member of the Association's power to impose fines or other monetary penalties if the Non-Conforming Member commits similar violations within one (1) year after the day of the written warning is issued or a fine is assessed. Notwithstanding the provisions in this *Section*, the Board is not required to provide a warning if it determines that the interests of health and safety of the residents of _____ requires a more expedited handling of the allegations.

5.1.5.3. Issuance of Fine. The Board may issue a fine against the Non-Conforming Member if: (i) the Non-Conforming Member does not cure a continuing violation within the time noted in the warning described in *Section 5.1.5.2*, or (ii) within one (1) year after the date of the written warning, the Non-Conforming Member commits another violation of the same rule or provision identified in the warning. Fines may only be made for a violation of a rule, Covenant,

condition or restriction and in the amount found in the Governing Documents. Fines may accrue interest and late fees as provided for in the Governing Documents. The Association shall provide written notice of the issuance of a fine.

5.1.5.4. Additional Fines for Repeated or Continuing Violations. After the Board assesses a fine under *Section 5.1.5.3.*, the Board may, without further warning or notice, assess an additional fine against the Non-Conforming Member each time the Owner: (i) commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses a fine.

5.1.5.5. Right to Informal Hearing. A Non-Conforming Member has a right to dispute a fine by requesting a hearing with the Board within thirty (30) days after the day on which the Non-Conforming Member receives or is deemed to receive notice that a fine has been assessed. If the Non-Conforming Member timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and notifies the Non-Conforming Member of its final decision. The Non-Conforming Member shall be afforded a reasonable opportunity to be heard consistent with the procedures contained in the Governing Documents. The Non-Conforming Member must demonstrate *extenuating circumstances* which require deviation from the Governing Documents and shall include all pertinent backup information to support the existence of the *extenuating circumstance*. The decision of the Board shall be binding. See Governing Documents for informal hearing procedures.

5.1.6. Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Resident; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Resident, and to any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice of violation, it is determined by the Board that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists. The Association's exercise of the right to record a notice of violation under this *Section* shall not be deemed a slander of title.

5.2 Covenants Applicable to All Use Classifications

The following Covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners and lessees thereof, and all Residents.

5.2.1 General. All property in the Project may be used only for the occupancy of Residences.

5.2.2. Compliance with the Documents. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents and shall be responsible for all violations, losses, caused by such occupants, notwithstanding the fact that such occupants of a Lot shall be held jointly and severally liable and may be sanctioned for any violation of the Governing Documents.

5.2.3. Business Activities. Property classified for the purposes set forth in Section *5.3.1* may only be used for any business that complies with the Governing Documents, such that an Owner or Resident may conduct business activities within the Residence so long as:

5.2.3.1. the Owner or Resident obtains all necessary licenses and permits;

5.2.3.2. the activity conforms to applicable laws, including all zoning requirements for the Project;

5.2.3.3. the activity does not require or involve members of the Public routinely visiting the Residence;

5.2.3.4. the activity is consistent with the residential character of the Project, does not constitute a nuisance, or a hazardous or offensive Use, or threaten the security or safety of other residents of the Project, as may be determined by the Board acting on behalf of the Declarant; and

5.2.3.5. the Owner or resident obtains the prior written consent of the Board.

5.2.3.6. Business Exemptions. This *Section* shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant, with respect to its development, construction and sale of the Lots or their Use of any Residences which it owns within the Project.

5.2.3.7. Short-Term Rentals. Notwithstanding any provisions contained in this *Section 5.2.3* or in any other *Section* of this Declaration, short-term rentals of Residences within the Project are permitted, but rentals of Residences shall be subject to terms, conditions and restrictions of these Governing Documents. All short-term rentals shall be subject to the provisions of the Governing Documents and shall obligate the tenants to comply with the Governing Documents. If the tenants fail to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenants on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.4. Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible from Neighboring Property.

5.2.5. Landscape Maintenance of Lots.

5.2.5.1. The Owner of each Lot shall be responsible to landscape, plant, care for, maintain, irrigate, and repair all areas on such Owner's Lot. The Governing Documents establish minimum standards of maintenance and care for all Lot areas. If the Owner of a Lot fails to landscape, plant, care for, maintain, irrigate, or repair such Owner's Lot in a manner consistent with the requirements of this Declaration and the Governing Documents, then the Association shall have the right to cause such Owner's Lot to be landscaped, planted, cared for, maintained, irrigated, and repaired in a manner consistent with this Declaration and the Governing Documents, and the Association shall have the right to levy against the Owner of such Lot an Individual Assessment for all of the costs related thereto incurred by the Association to care for, maintain, and repair such landscaped areas.

5.2.5.2. Intentionally omitted.

5.2.5.3. Specific guidelines and restrictions on landscaping are established by the Board and may change from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced immediately or as soon as reasonably practicable, as determined by the Board in its sole discretion. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

5.2.6. Leasing. An Owner who leases his or her Residence shall be deemed to have delegated all such rights to the Lot's lessee. Any leasing of a Residence shall be in compliance with the provisions of the Governing Documents. All Leases shall be subject to the provisions of the Governing Documents and shall obligate the tenant to comply with the Governing Documents. If the tenant fails to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict

the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.7. Animals. No animal, bird, fish, or reptile other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or Residence or on a leash at all times. No animal, bird, fish, or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fish, or reptile shall be maintained so as to be visible from Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than fifteen (15) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Project, the Owner of such animal shall immediately remove all feces left by such Owner's pet. The Board may establish in the Rules and Regulations a maximum number of domestic pets and/or the maximum size or weight of any of such pets that may be kept or maintained by any Owner of any Lot. The Rules and Regulations may also establish restrictions or prohibitions with respect to animals left unattended in yards or on private decks and the construction of electric fences to contain pets. If an Owner or Resident fails to abide by the terms of this Declaration and the Governing Documents applicable to pets, additional restrictions and fees will be enforced. Horses, livestock or wildlife are prohibited.

5.2.8. Accessory Buildings. Accessory Buildings are subject to the Governing Documents and Park City Municipal Code. Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow Residential storage shall be screened.

5.2.9. Antennas, Satellite Dishes and Flag Poles. To the full extent permissible under State and federal law, no television, radio, shortwave, microwave, satellite, or other antenna, flag pole, tower or dish shall be placed, constructed or maintained upon any Lot, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed, which means of screening or concealment shall be subject to the Governing Documents and the Rules and Regulations and prior approval of the ARC. Notwithstanding the foregoing, the ARC may allow, pursuant to the Governing Documents, the placing on a Lot of a flagpole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall be no greater than twenty (20) square feet in size.

5.2.10. Artificial Vegetation, Exterior Decorations and Lighting. Artificial vegetation and exterior decorations are governed by the Rules and Regulations. Lighting, sculptures, fountains, and similar items are subject to the Governing Documents and must be pre-approved by the ARC.

5.2.11. Architectural Control. No Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, decks, landscaping or other work which in any way alters the exterior appearance of any portion of the Project, or the Improvements located thereon, from its natural or improved state existing on the date this Declaration is Recorded shall be made or done without the prior written approval of the ARC pursuant to *Article XII* except as otherwise expressly provided in this Declaration. No Building, fence, wall, Residence, or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC pursuant to *Article XII*. All subsequent additions to or changes or alterations in any Building, fence, wall, or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC pursuant to *Article XII*. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC pursuant to *Article XII*.

5.2.12. Construction Activities. All construction activities and parking in connection with the building of Improvements on any Lot shall be subject to the Governing Documents and approved by the ARC pursuant to *Article XII*. The Board acting on behalf of the Declarant shall have the right to determine the existence of any nuisance arising out of construction and any activities related thereto. The Board has the right to impose fines related to violations of the Governing Documents. The Governing Documents may

require submittal to the ARC of site-specific construction mitigation plans prior to the commencement of any construction activities.

5.2.13. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.2.8. Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant, a Builder, or any other developer or as described in *Section 4.3.5* hereof with respect to Drainage Control Features.

5.2.14. Energy Conservation Equipment. No solar energy collector panels, attendant hardware related thereto, or other energy conservation equipment shall be constructed or installed on any Building or Residence located within the Project without the prior written consent of the ARC acting on behalf of the Declarant and must be an integral and harmonious part of the architectural design of the Building or Residence, as determined in the sole discretion of the ARC. The ARC may impose reasonable restrictions on the solar energy system's size, location, and manner of placement consistent with *Section 57-8a-701, et. seq.,* of the Utah Code, as such *Section* may be amended, supplemented, or replaced from time to time.

5.2.15. Fences and Walls. Perimeter fences or walls shall not be constructed or otherwise allowed within the Project without prior approval by the ARC.

5.2.16. Landscaping.

5.2.16.1. Installation. Any landscaping and irrigation installed on a Lot must be installed pursuant to a landscape plan that has been approved in advance by the ARC. All such landscape plans shall contain requirements for the commencement and completion of all such landscape Improvements. The required minimum landscaping for all Lots shall be as set forth in the Governing Documents.

5.2.16.2. Nuisances. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property, as determined by the Board on a reasonable, good faith basis. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents, as determined by the Board on a reasonable, good faith basis. Without limiting the generality of any of the foregoing provisions, except as specifically provided in this *Section 5.2.12.2,* no exterior speakers, horns, whistles, firecrackers, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used, or placed on any such property.

5.2.16.3. Dumping. No Person may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances anywhere on the Project, except that fertilizers may be applied to landscaping, provided care is taken to minimize runoff.

5.2.17. Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Project shall be installed, constructed, or operated by any Person, other than the Association, Declarant, without the pre-approval of the ARC. All Lots which are developed are required to have an underground irrigation system which shall be maintained by the Owner of such property.

5.2.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Building, appurtenant structures, or other Improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of the Project; or (iii) that which is used or displayed in connection with any business permitted under this Declaration.

5.2.19. Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth, or any earth substance of any kind. No derrick or other structure designed for use in boring for water, oil, or other hydrocarbons or minerals of any kind or nature shall be erected, maintained, or permitted on any portion of the Project.

5.2.20. Outdoor Play Apparatus, Sculptures, Flag Poles, and Art. Outdoor play apparatus, structures, basketball goals, backboards, swimming pools, spas or hot tubs, water features, tennis courts, sports courts, pickleball courts, and swing sets, sculptures, or outdoor art are subject to the Governing Documents.

5.2.21. Overhead Encroachments. Except as provided for herein, no tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, the Shared Driveway, private road, public road, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the Board. Notwithstanding the foregoing, if any part of a healthy tree or shrub shall encroach upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided such encroachment does not create a hazardous, dangerous, unsafe, or unsightly or otherwise objectionable condition, as determined by the Board acting on behalf of the Declarant. Upon consent of the Owner of the adjoining Lot, an encroaching Owner shall have the right to access the adjoining Lot to the extent reasonably necessary to maintain an encroaching tree or shrub.

5.2.20. Parking, Stowing and Towing. All Motor Vehicles, including Recreational Vehicles, and trailers associated therewith are subject to parking and storage restrictions as defined in the Governing Documents. Violations of any rules or restrictions related to parking and storage may result in the assessment of fines and/or towing.

5.2.21. Repair of Improvements. No Improvement on any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof, unless otherwise provided in this Declaration. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by *Section 5.2.4* above, such Improvement shall be immediately repaired, rebuilt, or demolished by the Owner thereof, unless otherwise provided in this Declaration. If any Improvement should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean and slightly condition and shall continue to clear the Lot of any weeds, debris, garbage, tree pruning, or like items.

5.2.22. Roofs. To the full extent permissible under the Governing Documents or under State and federal law, no apparatus, structure, or object shall be placed on the roof of a Residence or other Improvement without the prior written consent of the ARC. Any apparatus, structure or object approved by the ARC for placement on the roof of a Residence shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted, except as installed by Declarant or as approved by the ARC. The Governing Documents may contain additional restrictions and conditions regarding the placement of apparatus, structures, and objects on the roof of a Residence.

5.2.23. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant (or the Board following the expiration of the Period of Declarant Control), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots the Project, which has not previously been Platted or subdivided into Lots. No further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Declarant (or the Board following the expiration of the Period of Declarant Control), and any covenants, conditions, restrictions or

easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Governing Authority, unless the proposed use of the Lot complies with this Declaration.

5.2.24. Sight Distance at Intersections. All property located at road intersections shall be maintained so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

5.2.25. Signs. No signs (including, but not limited to commercial, political, "For Sale," "For Rent," and similar signs) which are visible from a Neighboring Property shall be erected or maintained on any Lot without the prior written consent of the Board except:

5.2.25.1. The Owner of a Residence may display one "For Sale" or "For Rent" sign as determined in the Governing Documents;

5.2.25.2. Signs erected and maintained by Declarant (or the Association pursuant to *Section 11.1.4*) pursuant to this Declaration;

5.2.25.3. Signs required by law;

5.2.25.4. Residence identification signs, provided the size, color, content and location of such signs have been approved in writing by the ARC;

5.2.25.5. Signs of Builders approved from time to time by the ARC as to number, size, color, design, content, location and type;

5.2.25.6. Such construction job identification signs and subdivision identification signs which are in conformance with the requirements of any Governing Authority and which have been approved in writing by the ARC as to number, size, color, design, content, and location; and

5.2.25.7. Signs identifying the entry way to locations of special interest, provided the size, color, content and location of such signs have been approved in writing by the ARC.

5.2.26. Tanks. Unless otherwise approved by Declarant or the Board, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot, unless such tanks are buried underground. Nothing herein shall be deemed to prohibit Use or storage upon any Lot of an above ground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal Residential gas barbecue, grill or fireplace or a spa or "hot tub", so long as any such tank either: (a) has a capacity of ten (10) gallons or less; or (b) is appropriately stored, used and/or screened, in accordance with the Governing Documents or as otherwise approved by the ARC. The Rules and Regulations may contain additional conditions and restrictions regarding the use and placement on a Lot of propane or similar fuel tanks. Notwithstanding the foregoing, Declarant or a Builder shall have the right to use above-ground tanks during the course of construction and related activities in the development of the Project as otherwise authorized by applicable Governing Authorities.

5.2.27. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style required by the County and approved by the Board. Such containers should be stored and made available for collection as provided for in the Rules and Regulations. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.2.28. Utility Service. No lines, wires or other devices for communication or for the transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control), except for:

5.2.28.1. Overhead power poles and lines to perimeter areas of the Project as approved by Declarant (or the Board following the expiration of the Period of Declarant Control); and

5.2.28.2. Boxes on the ground for electrical or communication connections, junctions, transformers, and other apparatus customarily used in connection with such underground lines, wires and other devices as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

5.2.28.3. All utilities within the Project shall be installed underground, unless otherwise specifically pre-approved by Declarant (or the Board following the expiration of the Period of Declarant Control). To the extent possible, utility lines, including without limitation cable television and gas lines, should be installed, repaired, or replaced under existing roads, sidewalks and driveways by a method which will not disturb the paved surface of such road, sidewalk or driveway. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

5.2.29. Violations of Law. Any activity which violates local, State, or federal laws or Regulations is prohibited, and the Board may exercise the remedies provided for herein to compel an Owner to resolve the violation; however, the Board shall have no obligation to take enforcement action in the event of a violation.

5.3 Exculpations and Approvals

Declarant, the Association, the ARC and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC or any of their agents under this Declaration shall be in writing and binding upon all Persons.

5.4 Variances

Subject to the provisions of the Governing Documents, the Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in *Article V* of this Declaration or in the other Governing Documents, if the Board determines in its discretion (a) either (1) that a restriction would create an unreasonable hardship or burden on an Owner which hardship is not self-imposed by such Owner or (2) that a change of circumstances since the date this Declaration is Recorded has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of the Project and is consistent with the high quality of life intended for Owners and Residents of the Project.

ARTICLE VI - ORGANIZATION OF ASSOCIATION

6.1 Formation of Association

The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2 Board of Directors and Officers

The affairs of the Association shall be conducted by a Board of three (3) or five (5) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of

Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board shall determine the compensation to be paid to the Manager. The Board's responsibilities shall include, but shall not be limited to, the following:

6.2.1. administration;

6.2.2. preparing and administering an operational Budget;

6.2.3. establishing and administering an adequate Reserve Fund;

6.2.4. scheduling and conducting the annual meeting and other meetings of the Members;

6.2.5. collecting and enforcing the Assessments;

6.2.6. accounting functions and maintaining Records;

6.2.7. promulgation and enforcement of the Rules and Regulations; and

6.2.8. all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

6.3 Rules and Regulations

By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the Use of any area of the Project by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that the Rules and Regulations shall be reasonable and consistent with the rest of the Governing Documents. No Rule or Regulation may discriminate among Members.

6.3.1. Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Association, Board or Manager shall unreasonably impede Declarant's right to develop the Project.

6.3.2. ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR LOT IS LIMITED BY THE RULES AND REGULATIONS AND ALL OTHER GOVERNING DOCUMENTS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND ABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE GOVERNING DOCUMENTS MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF LOTS ARE ON NOTICE THAT DECLARANT AND/OR THE BOARD MAY ADOPT CHANGES TO THE GOVERNING DOCUMENTS FROM TIME TO TIME. COPIES OF THE GOVERNING DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION.

6.3.3. In addition to the right to adopt Rules and Regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board) shall have the right to adopt Rules and Regulations with respect to all other aspects of the Association's rights, activities and duties, provided said Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Governing Documents.

6.4 Personal Liability

No Member of the Board of the Association, no Member of any committee of the Association, no officer of the Association and no Manager or other employee of the Association shall be personally liable

to any Member or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the ARC, the Manager, any representative or employee of the Association or any committee, committee Member or officer of the Association; provided, however, the limitations set forth in this *Section 6.4* shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

6.5 Professional Management

The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement may be terminated by the Declarant without cause at any time during the Period of Declarant Control. In addition, any such management agreement may be terminated by the Association without cause upon giving reasonable notice at any time after the expiration of the Period of Declarant Control.

6.6 Implied Rights

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty of the Board to institute litigation on behalf of or in the name of the Association or its Members. In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Articles and Bylaws. All final decisions of the Board shall be final and binding upon all associated Persons.

ARTICLE VII - MEMBERSHIPS AND VOTING

7.1 Membership

Every Person who is the Owner of a Lot shall be subject to Assessments and shall be a Member of the Association (provided, however, Declarant as a Class B Member shall be and shall remain a Member of the Association at all times that the Class B Member status exists with voting rights, notwithstanding its temporary exemption status from required Assessments payments). Each such Owner shall have the following number of Memberships:

7.1.1 Lots. One Membership for each Lot owned by the Member.

7.1.2. Intentionally omitted.

7.1.3. Each Membership shall be appurtenant to and may not be separated from ownership of a Lot to which the Membership is attributable. As provided in this *Section 7.1* above, there shall be only one Membership for each Lot, which Memberships shall be shared by any joint Owners of, or Owners of undivided interests in a Lot.

7.2 Declarant

The Declarant shall be a Member of the Association for so long as the Declarant holds a Class B Membership pursuant to *Section 7.3.2* below or for owns any Lots within the Project and holds a Class A Membership.

7.3 Voting Rights

7.3.1. Class A. The Class A Memberships shall be all Memberships other than the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the forgoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

7.3.2. Class B. The Class B Memberships shall be held only by the Declarant and any successor of Declarant who takes title to any Lot from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Except as provided in the preceding sentence, upon the sale of a Lot by Declarant, the transferee of such Lot shall automatically become the Owner of a Class A Membership. The Declarant shall initially be entitled to ten (10) votes for each Lot owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots then owned by the Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

7.3.2.1. four (4) months after 75% of the Lots within the Project owned by Declarant have been conveyed to Owners other than Declarant; or

7.3.2.2. seven (7) years after Declarant and any successor in interest to the rights of Declarant as the Declarant under this Declaration has ceased to offer Lots for sale in the ordinary course of business; or

7.3.2.3 the day when Declarant, in its sole discretion, records an instrument in the Office of the Recorder in Summit County, Utah, that it voluntarily surrenders some or all of its rights to control activities of the Association following written notice to the Owners.

7.3.2.4. If and when Declarant elects to voluntarily relinquish control of the Association, described in *Section 7.3.2.3* above, Declarant shall send written notice of such relinquishment to the Board. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

7.3.2.5. From and after the happening of such above-described Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned, (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with *Section 6.2* above.

7.3.3. Voting Threshold. Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in Person or by valid proxy at such meeting.

7.4 Membership Rights

Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time. In any situation in which a Member is entitled personally to exercise the vote appurtenant to such Member's Lot and there is more than one Owner of a particular Lot, the vote associated with such Lot shall be exercised as such co-Owners determine among themselves and as they then advise the Board in writing. Absent such written designation by joint Owners of a Lot, the Lot's vote shall be suspended, if more than one Persons seek to exercise it.

7.5 Transfer of Membership

The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed, or alienated in any way, except upon the transfer of ownership

to an Owner's Lot and then only to the transferee of ownership to such Lot. A transfer of ownership to a Lot may be affected by Deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to a Lot shall automatically operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE VIII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Lien and Personal Obligation of Assessments

Declarant, for each Lot hereafter established within the Project, hereby covenants and agrees, and each Owner by acceptance of a Deed or other conveyance of a Lot (whether or not it shall be so expressed in such Deed or conveyance) is deemed to covenant and agree, to pay Assessments as provided in this Declaration. All Assessments shall be established and collected as hereinafter provided. No diminution or abatement of Assessments nor any decrease, offset or deduction shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association or the Board to comply with any law, ordinance, or with any order or directive of any Governing Authority or other governmental authority. The obligation to pay Assessments shall be deemed to be a separate and independent covenant on the part of each Owner. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Assessments, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner, unless expressly assumed by them. However, the lien upon the applicable Lot for any unpaid Assessments existing at the time of any transfer shall continue, notwithstanding such transfer, until the Assessments have been paid in full.

8.2 Property Assessable Upon Recording of Deed

ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOT(S) SHALL BE SUBJECT TO FULL ASSESSMENT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION UPON ACCEPTANCE OF A DEED, REGARDLESS OF WHETHER OR NOT SUCH LOT(S) HAVE BEEN IMPROVED, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION. At the time a Deed is Recorded conveying a Lot to an Owner, such Lot shall thereupon be subject to the Assessments, and the Board shall levy such Assessments upon the Owner of the Lot at closing of the sale or purchase. Assessments shall be prorated for the remaining portion of the Assessment term, e.g. annual, semi-annual, quarterly or monthly basis, as determined by the Board. In any dispute, question or controversy regarding whether property is Assessable Property, the Board shall have the exclusive power and authority to decide such dispute, question or controversy, and any decision regarding the foregoing shall be conclusive and binding on all interested parties. All decisions of the Board regarding the foregoing shall be final and binding on all associated Persons.

8.2.1. Membership Initiation Fee. Upon the initial transfer of a Lot from the Declarant to a Person, in addition to Assessments being prorated for the remaining portion of the Assessment term, a one-time Membership Initiation Fee shall be charged as an Individual Assessment at closing in an amount equaling the next full quarter of Assessments. All Membership Initiation Fees assessed shall be deposited into the Reserve Fund to be used for the purposes described in *Section 8.3.3.4 herein.* The Membership Initiation Fee shall not be charged on subsequent transfers of a Lot.

8.3 Assessments

Assessments shall be computed and assessed against all Lots as follows:

8.3.1. Purpose of Assessments. The Assessments provided for herein are assessed and collected by the Board for the purpose of obtaining from the Owners the funds necessary to enable the Association to pay the Common Area Expenses incurred by the Association in the performance of the responsibilities and duties of the Association as set forth in the Governing Documents.

8.3.2. Creation of Assessments. Owners shall pay Assessments as they may be calculated and charged from time to time by the Board.

8.3.3. Budget. At least annually the Board shall prepare and adopt a Budget for the Association.

8.3.3.1. Itemization. The Budget shall set forth an itemization of the anticipated Common Area Expenses for the 12-month calendar year, commencing the following January 1.

8.3.3.2. Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated Common Area Expenses. Estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and Special Assessments, premiums for all insurance which the Board is required or permitted to maintain, community lighting and heating, water charges, repairs and maintenance of specified areas and replacement of those elements of the specified areas that must be replaced on a periodic basis, wages for Association employees or contractors, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvements, general reserve fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

8.3.3.3. Presentation of the Budget. The Board shall present the adopted Budget to the Members at a meeting of the Members called for the purpose of the presentation of the Budget, which may be the annual meeting of the Members or a special meeting of the Members called for that purpose. The Budget shall be deemed approved and effective unless, within forty-five (45) days after the date of the meeting at which the Board presented the Budget to the Members, there is a vote of disapproval by at least fifty-one percent (51%) of all the Members entitled to vote , which vote shall be taken at a special meeting called for that purpose by the Members pursuant to the terms of this Declaration or the Bylaws. Notwithstanding the foregoing, if the Members disapprove all or a portion of the Budget, for the succeeding year, then and until such time as a new Budget shall have been adopted by the Board, the Budget last adopted by the Board (and not disapproved by the applicable Members) shall continue as the Budget for any category of the Common Area Expenses until the Board adopts another Budget, which Budget is not disapproved by a Majority of the Members affected thereby. Notwithstanding anything in this *Section 8.3.3.3.* to the contrary, Members shall have no right to disapprove a Budget during the Period of Declarant Control.

8.3.3.4. Reserve Fund. The Board shall cause the Association to establish and maintain a Reserve Fund to cover the cost of repairing, replacing or restoring Improvements to the Shared Driveway that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost of repairing, replacing or restoring such Improvements cannot reasonably be funded from the Budget or other funds of the Association (the "Reserve Fund"). Pursuant to *Section 57-8a-211* of the Utah Code, the Board shall cause a Reserve Fund analysis to be conducted as required by law. After the initial Reserve Fund analysis is conducted, the Board shall review and, if necessary, update a previously conducted Reserve Fund analysis on a periodic basis. The Board may conduct a Reserve Fund analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the Reserve Fund analysis.

8.3.3.4.1. The Board may not use money in the Reserve Fund: (i) for daily maintenance expenses unless a Majority of the Members vote to approve the Use of the Reserve Fund money for that purpose; or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

8.3.3.4.2. The Board shall maintain the Reserve Fund separately from other funds of the Association.

8.3.3.4.3. The foregoing may not be construed to limit the Board from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by the Articles or the Bylaws.

8.3.3.4.4. The Association shall annually provide Members a summary of the most recent Reserve Fund analysis or update and shall provide a copy of the complete Reserve Fund analysis or update to any Member who requests a copy of the same.

8.3.3.4.5. In formulating the Budget each year, the Board shall include a Reserve Fund line item in an amount the Board determines, based on the Reserve Fund analysis to be prudent. Within forty-five (45) days after the day on which the Association adopts its annual Budget, the Members may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the allocated voting interests of the Members in a special meeting called by the Members for the purpose of voting whether to veto a Reserve Fund line item. If the Members veto a Reserve Fund line item as provided in the foregoing sentence, and if a Reserve Fund line item exists in the previously approved Budget of the Association that was not vetoed, the Association shall fund the Reserve Fund in accordance with the prior Reserve Fund line item that was not vetoed.

8.3.4. Uniform Rate of Assessments. The annual Assessments shall be allocated equally to the Owners who are responsible for the payment of such Assessments, as applicable, and may be collected on an annual, semi-annual, quarterly, or monthly basis, as determined by the Board. The dates and manner of payment shall be determined by the Board. The Board has the sole authority and discretion to determine how and when the Assessments are to be paid.

8.3.5. Failure to Assess. The omission or failure of the Board to fix the Assessments amounts or rates or to deliver notice of an Assessments to each Owner shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay any Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which Assessments were made until new annual Assessments are made, at which time any shortfalls in collections may be assessed retroactively by the Board.

8.3.6. Personal Obligation of Owner. Owners are personally liable to pay all Assessments. Provided, however, no Mortgagee (but not the seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this *Section*, the term "Owner" means and refers jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of Record in the Official Records, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

8.3.7. Statements of Account.

8.3.7.1. Statement of Account Unassociated with Sale, Transfer or Refinance. Upon written request, the Association shall furnish to any Owner a written statement of any Assessments due, if any, on such Owner's Lot. The Association may require the advance payment of a processing charge not to exceed twenty-five dollars ($25.00) for the issuance of such statement.

8.3.7.2. Payoff Statement Associated with Sale, Financing, Refinancing or Closing. Upon written request to the Association's primary contact designated under Section *57-8a-105(3)(d)* of

the Utah Code by an Owner's closing agent who is assisting the Owner with the financing, refinancing, or closing of the sale of the Owner's Lot, the Association shall furnish a payoff statement to the closing agent within five (5) business days. The Association may charge a reasonable fee associated with the request up to fifty dollars ($50.00), however payment of the fee shall not be required before closing.

8.3.7.2.1. To be effective, the written request to the Association referenced in *Section 8.3.7.2* above shall contain (i) the name, telephone number and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information; and (iii) is accompanied by a written consent for the release of the payoff information (A) identifying the person requesting the information as a person to whom the payoff information may be released and (B) signed and dated by an owner of a Lot for which the payoff is requested.

8.4 Special Assessments

In addition to the other Assessments authorized herein, the Association may levy Special Assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Improvement upon Shared Driveway, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary Common Expenses, provided that, except as provided in *Section 8.4.1* below, any such Special Assessment shall have the ascent of a majority of the votes of the Members who are voting in Person or by proxy at a meeting duly called for such purpose or by written approval of such Members. The provisions of this *Section 8.4* are not intended to preclude or limit the assessment, collection, or Use of Assessments, other than Special Assessments. Special Assessments may be collected as specified by the Board, unless otherwise determined by the majority vote of the Members of the Association approving the Special Assessment.

8.4.1. Board Based Assessment. So long as the total Special Assessment does not exceed ten percent (10%) of the total of all budgeted Common Area Expenses in any one fiscal year (the "Special Assessment Limit"), the Board may impose the Special Assessment upon Class A Members which are not exempt, as determined by the Board, without the approval of the Members to be assessed a Special Assessment.

8.4.2. Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a Majority of the Members to be assessed a Special Assessment. The Board in its discretion may allow any Special Assessment to be paid in installments.

8.5 Individual Assessments

Individual Assessments shall be levied by the Board against an Owner of a Lot to reimburse the Association for:

8.5.1. fines levied and costs incurred in enforcing the Governing Documents;

8.5.2. costs associated with the maintenance, repair or replacement of matters for which the Owner is responsible;

8.5.3. any other charge, fee, dues, expense, or cost designated as an Individual Assessment in the Governing Documents; and

8.5.4. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

8.6 Collection of Assessments

All Assessments must be paid in a timely manner and shall be collected as follows:

8.6.1. Time is of the Essence. Time is of the essence, and all Assessments shall be paid promptly when due.

8.6.2. Delinquent Assessments. Any Assessments which are not paid when due are delinquent (Delinquent Assessments) and shall constitute a lien against the Lot affected, which lien shall attach automatically, regardless of whether an Assessment Lien is Recorded.

8.6.3. Late Assessments, Interest and Collection Costs. Any Assessments that remain unpaid for a period of more than ten (10) days shall incur a late charge of twenty-five dollars ($25.00) or ten percent (10%) of the delinquent amount, whichever is greater. Interest at the rate of one-and-one-half percent (1.5%) per month shall accrue on all delinquent amounts commencing on the due date thereof and continuing until the Delinquent Assessments plus any expenses incurred by the Association in collection of Delinquent Assessments, including reasonable attorneys' fees and costs, and accrued interest is paid in full. The Board may, in its discretion, change the amount of the late fee and/or the interest rate that accrues on Delinquent Assessments and/or waive accrued interest, but the Board is not required to do so.

8.6.4. Notice of Delinquency. The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner. However, the Association shall be entitled to assess late charges and interest as provided in this Declaration, regardless of the date on which any such notice of delinquency is given.

8.6.5. Acceleration. The Board may, at its option and in its discretion, elect to accelerate the entire amount of the annual Assessments or the remaining Assessments for the fiscal year attributed to a delinquent Owners and all accrued but unpaid interest thereon. If, however, the annual Assessments are accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its discretion, may elect to decelerate the obligation.

8.6.6. Notice of Lien. If any Delinquent Assessment in a notice of lien evidencing the unpaid amounts, accrued interest, late charges, attorneys' fees, the cost of a foreclosure or abstractor's report, and any other additional charges permitted by law should be Recorded (Assessment Lien), then the lien provided for in this *Section* shall be for the benefit of the Association on behalf of all other Owners who have been assessed a similar Assessment by the Association. It may be executed by the Association's President, Treasurer, Manager, attorney, or any other designated agent.

8.6.7. Foreclosure of Lien and/or Collection Action. If any Delinquent Assessment remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or foreclose the Assessment Lien.

8.6.8. Personal Obligation. Each Owner, by acceptance of a Deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessment as a debt or to foreclose an Assessment Lien in the same manner as mechanics liens, mortgages, Deeds of trust or encumbrances may be foreclosed.

8.6.9. No Waiver. No Owner may waive or otherwise exempt himself or herself or itself from liability for the Assessments provided for herein by the abandonment of such Owner's Lot or because of a suspension of rights as described in *Section 4.1.1*.

8.6.10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with an order or directive of any governing or other governmental authority. The obligation to pay Assessments shall be a separate and independent covenant on the part of each Owner.

8.6.11. Application of Payments. All payments shall be applied first to satisfy all Delinquent Assessments, then to satisfy current Assessments, next attorney's fees and costs and lastly accrued interest.

8.6.12. Establishment of Assessment Period. The period for which the Assessment is to be levied (Assessment Period) shall be the calendar year, except that the first Assessment Period shall commence

upon the Recording of this Declaration and terminate on December 31 of such year. The Board in its discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period.

8.6.13. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to the commencement of such foreclosure or enforcement, at the address of the Member on the Records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it, even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Assessments against Members who become such during an Assessment Period shall be prorated.

8.6.14. Declarant's Duty to Fund Deficits. Beginning on the date of the recordation hereof, and continuing until the expiration of the Period of Declarant Control, Declarant shall either (i) fund the difference, if any, between the amount of Assessments payable by Owners other than Declarant and the actual Common Area Expenses incurred by the Association for each Assessment period (the "Association Deficit"); or (ii) pay Assessments on its unsold Lots as described more fully below. In the event Declarant elects to fund the Association Deficit, the Declarant will pay outright to the Association an amount equal to the Association Deficit ("Declarant Payment"). After the expiration of the Period of Declarant Control, Declarant shall pay outright Assessments on each Lot it owns. Each Assessment payment made by Declarant and each Declarant Payment, if any are made, may be satisfied by Declarant's cash payment or may be satisfied by "in kind" contributions of services or materials, or a combination of the same. If Declarant uses "in kind" contributions, then the nature and value of such contributions must be agreed to in writing between the Declarant and the Board.

ARTICLE IX - ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ENFORCEMENT OF ASSESSMENT LIEN

9.1 Association as Enforcing Body

Except as otherwise set forth in this Declaration, the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration.

9.2 Association's Enforcement Remedies

If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments and/or Assessment Lien by taking one or more of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise any other remedy):

9.2.1. Suit. Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and/or

9.2.2. Foreclosure. Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages or Deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with *Chapter 1a, Title 38,* Utah Code Annotated, as amended from time to time, or any other means permitted by law, and the Lot may be redeemed after foreclosure sale, if provided by law.

9.2.2.1. Trustee to Facilitate Foreclosure. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of Deeds of trust, Declarant hereby designates Matthew Hutchinson, attorney at law, as Trustee, and Declarant hereby conveys and warrants pursuant to *Sections 57-1-20 and 57-8a-302* of the Utah Code to Trustee, with power of sale, the Lots and all of the Improvements to the Lots within the Project for the purpose of securing payment of all of the Assessments under the terms of this Declaration. Each Owner, by accepting a Deed to a Lot, also hereby conveys and warrants to Trustee, with power of sale, each Lot acquired by such Owner and all of the Improvements thereon for the purpose of securing payment of all of the Assessments under the terms of this Declaration and such Owner's performance of such Owner's obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under Deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Lot beyond those rights and interests necessary and appropriate to foreclose any liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

9.2.2.2. Notwithstanding the subordination of an Assessment Lien as described in *Section 8.3*, the delinquent Member shall remain personally liable for the Assessments and related costs after such Member's Membership is terminated by foreclosure or Deed in lieu of foreclosure or otherwise.

9.2.3. Collection of Lease Payments from Tenant. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as the Owner's attorney-in-fact to collect rent from any Person renting the Owner's Lot if the Owner is delinquent. Provided that the Board complies with the requirements of *Section 57-8a-310,* as amended, supplemented or replaced from time to time, the Board may require a residential tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable. Before requiring a tenant to pay lease payments to the Association, Declarant, the Association's Board or Manager shall give the Owner notice that shall state (i) the amount of the Assessment due, including any interest, late fee, collection cost and attorney's fees, (ii) that any costs of collection, including attorney's fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments, and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

9.2.3.1. If the Owner fails to pay the amount owing within 15 days after the notice described in *Section 9.2.3* herein, Declarant or the Association's Board or Manager may exercise the Association's rights herein by delivering a written notice to the tenant. The notice shall state that (i) because of the Owner's failure to pay Assessments within the required time, the Board has notified the Owner of the Board's intent to collect all lease payments until the amounts owing are paid; (ii) Utah law requires the tenant to make all future lease payments, beginning with the next monthly or other periodic payments, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. A copy of the notice to the tenant shall be sent to the Owner.

9.2.3.2. The tenant to whom notice under *Section 9.2.3.1* is given shall pay to the Association all future lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant and (ii) until the Association notifies the tenant that the amount owing is paid.

9.2.3.3. The Owner shall credit each payment that the tenant makes to the Association under this *Section* against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner and may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to an Association as required under this *Section.*

9.2.3.4. Within five (5) business days after the amount owing is paid, Declarant, the Board or Manager shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. A copy of the written notice shall be sent to the Owner.

9.2.3.5. The Association shall deposit the money paid under this *Section* in a separate account and disburse the money to the Association until the amount owing is paid and any cost of administration, not to exceed twenty-five dollars ($25.00) is paid. Within five (5) days of the amounts owing being paid in full, the Association shall pay any remaining balance to the Owner.

9.2.4. Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of any Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

9.3 Priority of Lien

The Assessment Lien provided for herein shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided and except as provided in *Section 17.5*, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. The sale or transfer of any Lot shall not affect the Assessment Lien, except as provided in *Section 17.5*.

9.4 Attorneys' Fees and Costs

In any action taken pursuant to *Section 9.2*, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with the Association's collection costs and attorneys' fees.

ARTICLE X - USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES

10.1 Purposes for Which Association's Funds May Be Used

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of all land, properties, Improvements, facilities, services, projects, programs, studies and systems, within the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on the Shared Driveway , and public right-of-way and drainage areas within the Project; insurance; communications; utilities; public services; indemnification of officers and directors of the Association and any committees created by the Association; and compliance with any Governing Document. The Association also may expend its funds as otherwise permitted under the laws of the State of Utah.

10.2 Borrowing Power

The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members.

10.3 Association's Rights in Spending Funds from Year to Year

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE XI - MAINTENANCE

11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

11.1.1. The Board shall use a reasonably high standard of care in providing for the repair, management, and maintenance of said property. In this regard the Association may, subject to any applicable provisions on Special Assessments, in the discretion of the Board:

11.1.1.1. Reconstruct, repair, replace or refinish any improvement; or

11.1.1.2. Maintain, reconstruct, repair, replace or refinish the Shared Driveway.

11.2 Maintenance and Use of Lots

Except as provided in *Section 11.1* above, each Residence, Improvement, and Lot shall be properly maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or Use of any other Residence, Improvement, or Lot.

11.2.1. Failure to Maintain; Corrective Action Necessary. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being Used in a manner which violates this Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14)-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to:

11.2.1.1. enter the Lot and cause such action to be taken, and the cost thereof shall be added to and become a part of the Assessment (including interest at the rate of eighteen percent (18%) per annum) to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien;

11.2.1.2. Record a notice of violation;

11.2.1.3. impose a fine commensurate with the severity of the violation; and/or

11.2.1.4. bring an action at law and recover judgment of specific performance and/or damages against the Owner and including costs and attorneys' fees.

11.2.2. In any action taken pursuant to *Section 11.2.1* above, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Association's collection costs and attorneys' fees.

ARTICLE XII - ARCHITECTURAL REVIEW COMMITTEE

12.1 The Committee

12.1.1. Composition of ARC. Declarant hereby establishes an Architectural Review Committee for _____ (the ARC), which shall be responsible to carry out all of the other responsibilities assigned to the ARC herein and other Governing Documents. The ARC shall be composed of three (3), five (5) or seven (7) individuals or entities the Declarant determines in its sole discretion, who need not be Members of the Association. All Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC.

12.1.2. Term. Except for two of the initial members of the ARC appointed by Declarant (whose term shall be two (2) years), the term of office of each member of the ARC, subject to *Section 12.1.1.* hereof, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC member die, retire, resign, become incapacitated, or in the event of a temporary absence, a successor may be appointed as provided in *Section 11.1*. The Declarant may remove any member of the ARC at any time for any cause without notice.

12.1.3. Chair of the ARC. So long as Declarant appoints the ARC, Declarant shall appoint the chairman. At such time as the ARC is appointed by the Board, the chairman shall be elected annually from among the Members of the ARC by majority vote of said Members The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any Member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

12.1.4. Voting. The affirmative vote of a majority of the Members of the ARC shall govern its actions and be the act of the ARC. A quorum shall consist of all three members regardless of the number of members.

12.1.5. Consultants. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate.

12.1.6. ARC-Related Expenses; Plan/Review Fee. Except as provided below, all expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee as an Individual Assessment related to each application submitted to it for architectural review, in an amount which may be established by the Board from time to time upon consultation with the ARC. The review fee shall be collected by the ARC and remitted to the Association to defray the expenses of the ARC's operation. The review fee may not exceed the actual cost of reviewing and assessing the Owner's application and related plans.

12.2 Purpose of the ARC

The ARC shall review, study and either approve, reject, or request additional information and materials in support of Owner's application related to the proposed Improvements to a Lot, all in compliance with the Governing Documents specifically including the any guidelines adopted and established from time to time by the ARC which are incorporated by reference.

12.2.1. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials,

color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents.

12.2.2. The ARC shall exercise its best judgment to see that each Owner and/or Builder undertakes its development of a Lot, including but not limited to, the Private Roads, public roads, and major infrastructure, in compliance with the Governing Documents.

12.2.3. Except for Improvements made by Declarant, no Improvement on a Lot shall be erected, placed, or altered on any Lot nor shall any construction be commenced until plans for such Improvements have been approved by the ARC.

12.2.4. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to the Owner's right to appeal the procedure of which is described in the Bylaws.

12.3 Limitation of Liability

The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual ARC Member, shall be liable to any Person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC Member acted with gross negligence or was guilty of willful misconduct. Approval by the ARC does not necessarily assure approval by the appropriate Governing Authority. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its Members shall be responsible or liable to any Owner, developer, or contract holder with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any Improvements. Neither the Board, the ARC, or any agent thereof, nor Declarant or any of its shareholders, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Governing Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Board in any such suit or proceeding which may arise by reason of the ARC's decision. The Board, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC shall be adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

12.4 Intentionally omitted.

ARTICLE XIII – RIGHTS AND POWERS OF ASSOCIATION

13.1 Association's Rights and Powers as set Forth in Articles and Bylaws

In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, in the other Governing Documents and in the Utah Revised Nonprofit Corporation Act, Utah Code *Ann. § 16-6a-101*, et seq. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and the other Governing Documents and are necessary, desirable or convenient for effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours by prior appointment.

13.2 Association's Rights of Enforcement

The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all Covenants, restrictions, reservations, charges, servitudes, Assessments, conditions, liens or easements provided for in any contract, Deed, Declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms of this Declaration or any other Governing Document and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

13.3 Contracts with Others for Performance of Association's Duties

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Board Members or officers of the Association or Members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Board Members acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such Board Member, officer or committee Member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he or she is a Member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested

13.4 Declarant-Related Disputes; Pre-Litigation Requirements

13.4.1. Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that the Owner is purchasing from Declarant or any aspect of the Project, all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Project, are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable later to seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and each Owner (by purchasing a Lot) acknowledge and agree that each Owner takes ownership and possession of the Lot, and AS IS, WHERE IS, with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular Use, or of habitability.

13.4.2. Notice of Claim and Opportunity to Cure. All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or any its agents, employees, executing officers, Managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred and fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If the Dispute is not resolved within the one hundred and fifty (150)-day right to cure period, then with respect to any claims, actions, or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this *Section* shall immediately apply again, and any pending action or proceedings shall be stayed during the one hundred and fifty (150)-day period.

13.4.3. Pre-Litigation Requirements. Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual Managers, owners, Members or officers of Declarant, Declarant's contractors, engineers or architects, or any other Person or entity involved in the design or construction of the Residences unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following Pre-Litigation Requirements have been satisfied:

13.4.3.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten years of experience, with the legal opinion providing in substance the following: (a) a description of the factual allegations and legal claims to be asserted in the action; (b) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (c) providing a Budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

13.4.3.2. A copy of the opinion letter described above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision for the Association to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty-seven percent (67%) of the voting rights of all of the Owners within the Project; and

13.4.3.3. The Association has collected funds from the Owners, by Special Assessment or otherwise, equal to at least fifty percent (50%) of the Litigation Budget as set forth in the opinion letter obtained as described above.

13.4.3.4. If any claims or actions of the Association are filed without satisfying all of the requirements of *Section 13.4.3* listed above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this *Section 13.4*, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

13.4.3.5. The purposes of these requirements include, but are not limited to, the following: (a) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (b) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of

litigation; and (c) to avoid becoming involved in litigation without sufficient support from the Members financially and otherwise.

For purposes of clarity, this *Section 13.4* and the requirements set forth herein shall not apply to any actions or legal proceedings (a) filed by the Association to recover payment of any Assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (b) filed by individual Owners relating solely to their own Lot. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

ARTICLE XIV – INSURANCE AND FIDELITY BONDS

14.1 Hazard Insurance

The Association shall at all times maintain in force insurance satisfying the insurance requirements set forth in *Sections 57-8a-401* through *57-8a-407* of the Utah Code, as such *Sections* may be amended, supplemented or replaced from time to time, which may include the following coverages: all insurable Improvements, if any, on the Shared Driveway, or owned by the Association; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. If blanket all-risk insurance is not reasonably available, then at a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and Use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Shared Driveway, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a guaranteed replacement cost endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an agreed amount endorsement (which waives the requirement for co-insurance); or (2) a replacement cost endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a coinsurance clause, an agreed amount endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy shall be determined by the Board.

14.1.1. The Association shall have no obligation to provide any insurance for any structure or Building located on Lot within the Project.

14.2 Policy Requirements

The name of the insured under each policy required to be maintained by the foregoing *Section 14.1* shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an agreement (referred to herein as an Insurance Trust Agreement), or any successor to such Insurance Trustee, for the Use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

14.2.1. Each policy required to be maintained by the foregoing *Section 14.1* shall contain the standard Mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional Mortgage investors in the area in which the Project is located.

14.2.2. Each policy required to be maintained by the foregoing *Section 14.1* shall provide, if available, for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; a provision that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and a provision that the policy is primary in the event the Owner has other insurance covering the same loss.

14.3 Fidelity Bonds or Insurance

The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds or insurance, including but not limited to, directors' and officers' insurance for the benefit of all Members of the Board, officers and Members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Declaration, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including Reserve Funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage.

14.4 Liability Insurance

The Association shall maintain in force and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Shared Driveway and public ways in the Project, if any, all other areas of the Project that are under the Association's supervision. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and Use. Nevertheless, such coverage shall be for at least two million dollars ($2,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries, and deaths of Persons in connection with the operation, maintenance, or use of the Shared Driveway, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

14.5 Annual Review of Policies and Coverage

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Shared Driveway, and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration and the requirements of any applicable laws. In the event any of the insurance coverage provided for in this *Article XIV* is not available at a reasonable cost or is not reasonably necessary to provide the Association with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this *Article XIV* so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project.

ARTICLE XV - DAMAGE OR DESTRUCTION

15.1 Association as Attorney in Fact

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with personal property owned by the Association on behalf of the Owners upon damage or destruction as provided in this *Article* or a complete or partial taking as provided in *Article XVI* below. Acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner shall constitute, appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, Deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Declaration.

15.2 Estimate of Damages or Destruction

As soon as practical after an event causing damage to or destruction of any part of the personal property owned by the Association, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part thereof so damaged or destroyed. "Repair and reconstruction" as Used in this *Article XV* shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

15.3 Repair and Reconstruction

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

15.4 Funds for Repair and Reconstruction

The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of such affected personal property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to *Section 8.4*, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

15.5 Disbursement of Funds for Repair and Reconstruction

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in *Section 15.4* above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to pay for future Common Area Expenses.

15.6 Notice to First Mortgagees

The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the personal property owned by the Association.

ARTICLE XVI - CONDEMNATION

16.1 Rights of Owners

Whenever all or any part of the Project shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

ARTICLE XVII - MORTGAGEE REQUIREMENTS

17.1 Notice of Action

Upon written request made to the Association by a Mortgagee, or an insurer or governmental guarantor of a Mortgage, which written request shall identify the name and address of such Mortgagee, insurer or governmental guarantor and the Lot number or the address of the Residence, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

17.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2. Any delinquency in the payment of Assessments owed by an Owner, whose Lot is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

17.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association; and

17.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in *Section 17.2* below or elsewhere herein.

17.2 Matters Requiring Prior Eligible Mortgagee Approval

Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Members in the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control) and of Eligible Mortgagees holding Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to Mortgages held by Eligible Mortgagees shall be required to:

17.2.1. Dissolve the Association after substantial destruction or condemnation occurs. Dissolution of the Association for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding Mortgages on Lots having at least sixty-seven percent (67%) of the votes of the Members in the Association owning Lots subject to Mortgages held by Eligible Mortgagees.

17.2.2. Amend any material provision of this Declaration, the Articles, Bylaws or Plat after the expiration of the Period of Declarant Control and the Declarant no longer owns any portion of the Project. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors for clarification only):

17.2.2.1. Increases in Assessments that raise the previous annual Assessment amount by more than thirty percent (30%);

17.2.2.2. Redefinition of any Lot boundaries encumbered by a Mortgage held by an Eligible Mortgage (except as otherwise permitted by this Declaration);

17.2.2.3. A decision by the Association to establish self-management if professional management had been required previously by this Declaration;

17.2.2.4. Restoration or repair of the Project (after damage or partial condemnation) in a matter other than that specified in this Declaration; or

17.2.2.5. Any provisions that expressly benefit Mortgagees, insurers, or guarantors.

17.3 Mortgagee Approval

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified, with a "return receipt" requested.

17.4 Availability of Documents and Financial Statements

The Association shall maintain and have current copies of the Governing Documents and other rules concerning the Project as well as its own books, Records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours by prior appointment.

17.5 Subordination of Lien

The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a Deed or assignment in lieu of foreclosure. No Assessment, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, the purchaser at the Mortgage foreclosure or Deed of trust sale, or any grantee taking by Deed in lieu of foreclosure, of the Lot affected or previously affected by the First Mortgage concerned.

17.6 Payment of Taxes, Charges or Premiums

In the event any taxes or other charges which may or have become a lien on the Project are not timely paid, or in the event the required hazard insurance described in *Section 14.1* lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or obtain such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

17.7 Priority

No provision of this Declaration or the other Governing Documents gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots.

17.8 Mortgagee Notice Information.

Upon request, the Association may request from an Owner and an Owner has the obligation to furnish the name and address of a holder of any mortgage encumbering such Owner's Lot for purposes of providing notice under this *Section*.

ARTICLE XVIII – TERM; AMENDMENTS; TERMINATION

18.1 Term; Method of Termination

This Declaration shall be effective upon the date of the Recording hereof and as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes of all of the Members cast at an election held for such purpose (or otherwise approved for such purpose in writing) within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time, if Members casting at least sixty-seven percent (67%) of the Members eligible to vote shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from Eligible Mortgagees of fifty-one percent (51%) of the Lots upon which there are such Eligible Mortgages. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a "Certificate of Termination," duly signed by the President or Vice President attested by the Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

18.2 Amendments

18.2.1. Amendment by Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners eligible to vote shall be required and shall be sufficient to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the Association shall certify that the vote required by this *Section* for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

18.2.2. Amendment by Declarant. Until the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant.

18.3 Declarant's Control

It is the desire and intent of Declarant to retain control of the Association and its activities throughout the Period of Declarant Control. If any amendment requested pursuant to the provisions of this *Article XVIII* deletes, diminishes, or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

ARTICLE - XIX DECLARANT'S RIGHTS

19.1 Declarant's Rights; Duration of Rights

19.1.1. Declarant Rights. The purpose of this *Article XIX* is to set forth certain Declarant rights, and to refer, for ease of reference, to certain other Declarant rights set forth in this Declaration. The purpose

of this *Article XIX* shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

19.1.2. Duration of Rights. The rights of Declarant set forth in this Declaration that refer to this *Article XIX* shall extend for a period of time ending when Declarant no longer owns any portion of the Project or such earlier date as determined by Declarant, in its sole and absolute discretion ("Declarant's Rights Period").

19.1.3. Scope. The rights and privileges of Declarant, its successors, designees, and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Governing Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to in writing by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words "its successors or assigns" specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

19.2 Rights During Period of Declarant Control

19.2.1. Period of Declarant Control. The "Period of Declarant Control" under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of an Event described in *Section 7.3.2* above. During the Period of Declarant Control, Declarant, as holder of the right to vote the Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

19.2.2. Right to Amend to Preserve Control. *See* Section 18.3.

19.2.3. Right to Delegate. Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of an Event described in *Section 7.3.2*.

19.3 Transfer of Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be assigned and transferred to other Persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective, unless it is in a written instrument signed by the Declarant and duly Recorded. Without limiting the generality of the foregoing, Declarant may by such Recorded instrument establish that Declarant and such Person or Persons be Co-Declarants under this Declaration, in which event such Persons shall be deemed collectively the Declarant for all purposes under this Declaration, and any ownership of portions of the Project by any such Persons shall be considered owned by Declarant. So long as Declarant continues to have rights under this *Article XIX*, no Person or entity shall Record any declaration of Covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant's review and written consent thereto, and any attempted Recording without compliance herewith shall result in such declaration of Covenants, conditions and restrictions or similar instrument being void and of no force and effect, unless subsequently approved by a Recorded consent signed by Declarant.

19.4 Declarant's Rights in the Association

Until Declarant no longer owns any portion of the Project, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

19.4.1. prohibit or restrict in any manner the sales and marketing program of Declarant or the leasing activities of Declarant;

19.4.2. decrease the level of maintenance services provided by the Association;

19.4.3. diminish the powers of the ARC as stated herein;

19.4.4. terminate or waive any rights of the Association under this Declaration;

19.4.5. alter or amend this Declaration, the Articles of Incorporation or the Bylaws;

19.4.6. convey, lease, Mortgage, alienate or pledge any easements in the Project;

19.4.7. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property to the Association;

19.4.8. terminate or cancel any easements granted hereunder or by the Association;

19.4.9. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

19.4.10. restrict Declarant's rights of Use, access, and enjoyment of any of the Project; or

19.4.11. cause the Association to breach or default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent may be exercised by its representative on the Board or other Person designated to so act by Declarant.

19.5 Right of Declarant to Disapprove Actions

19.5.1. From the expiration of the Period of Declarant Control and until the Declarant no longer owns any portion of the Project, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this *Section*. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a Recorded instrument, or who become a successor Declarant pursuant to a Recorded assignment or court order. No action authorized by the Board of Directors, or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees, and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association that Declarant has disapproved.

19.5.2. This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and Regulations.

19.6 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Project

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such

development and the construction associated therewith, the quiet Use and enjoyment of the Project and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Project owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and Use as a result of the development and construction of any portion of the Project. Each Owner on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns agrees that the development, construction and completion of the Project may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

19.7 Declarants Rights in Connection with Development

Declarant has conducted site development and constructed Buildings and Improvements related thereto. The completion of that work and the sale, resale, rental, and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Governing Documents or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

19.7.2. erecting, constructing, and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such Buildings as may be reasonably necessary for the conduct of its or their business of completing said work and establishing _____ as a Community and disposing of the same by sale, lease or otherwise; or

19.7.3. conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading, and constructing Improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise, including, but not limited to, placing signs and directional posts of any kind, shape, or size, on any portion of the Project in Declarant's sole discretion.

19.7.4. Declarant hereby retains an easement over, under and through the Project, including without limitation each and every Lot, for development of the Community and to accomplish the purposes set forth herein, provided no such easement shall materially interfere with the Use of a Lot by the Owner of such Lot. Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Project, so long as Declarant owns any portion of the Project primarily for development and/or resale.

19.7.5. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of Buildings, Improvements, or signs necessary or convenient to the development or sale of the Project.

19.8 Future Easements and Modifications

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, Covenants and rights of way, to modify the boundary lines and to Plat or Re-Plat portions of the Project, for development of the Community. The Association and each Owner and Mortgagee of a portion of the Project agree to execute and deliver any and all agreements, documents, Plats and instruments that are necessary or desirable to accomplish the same.

19.9 Construction and Marketing

19.9.1. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Project, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through the Project and use all other portions of the property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to enter and transact business, maintain management offices, maintain models and sales, resales and rental offices, place signs, employ sales and rental personnel, carry on construction, store construction materials and construct and assemble construction components, show Lots owned by Declarant, and Use any portion of the Project, Lots, and other Improvements owned by Declarant or the Association for purposes set forth above without any cost to Declarant and its successors, designees and assigns for such rights and privileges.

19.9.2 Construction, Sales and Management Offices. In addition, Declarant, its successors, designees, and assigns, shall have the right to construct, maintain and use sales, resales, rental, management and construction offices within the Community. Any models, sales areas, sales, resales or rental centers, management offices, parking areas, construction offices, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall remain the property of Declarant or its designees, as the case may be.

19.9.3 Declarant shall have the right to construct, maintain and repair Buildings and landscaping and other Improvements to be located on any portion of the Project owned by Declarant or the Association as Declarant deems necessary or appropriate for the development of any portion of the Project. Declarant's Use of any portion of the Project as provided in this *Section* shall not be a violation of the Association Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Project owned by Declarant or the Association in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in *Section 18.1* above.

19.11 Sales Material

So long as Declarant continues to have rights under this *Article XIX*, all sales, promotional, and advertising materials, and all forms for Deeds, contracts for sale, and other closing documents for the Platting, development, and sale of property in the Project by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld at Declarant's sole and exclusive discretion. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Builder within such thirty (30)-day period, Declarant shall be deemed to have disapproved such materials and documents. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

19.12 Modifications

Declarant reserves for itself and its assigns the right to vary the timing, mix, type, Use, style, and numbers of Lots within any portion of the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its development plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the Uses to which such property may be devoted.

19.13 Assignment of Rights

Declarant reserves the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration.

19.14 Amendment

This *Article XIX* may not be amended without the express written consent of Declarant.

ARTICLE XX - MISCELLANEOUS

20.1 Interpretation of the Covenants

Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

20.2 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

20.3 Change of Circumstances

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate, or modify any of the provisions of this Declaration.

20.4 Declarant's Disclaimer of Representations

Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) Use, or if that land is once Used for a particular use, such Use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Governing Documents.

20.5 References to the Covenants in Deeds

Deeds or any instruments affecting any Lot or any part of the Project may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner of all Lots within the Project and upon all other Persons claiming an interest in any Lot through any instrument and upon such Persons' executors, administrators, successors and assigns.

20.6 List of Owners and Eligible Members

The Board shall maintain up-to-date Records showing: (1) the name of each Person who is an Owner, the Lot number and street address of the Lot which is owned by the Owner, an alternate preferred address of such Person, if any has been registered with the Association, and the number of votes the Owner is entitled to cast; and (2) the name of each Person who is an Eligible Mortgagee, and the address of such

Person and the Lot which is encumbered by the Mortgage held by such Eligible Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Lot, the transferee shall furnish the Board with evidence establishing that the transfer has occurred in the form of a Deed or other instrument accomplishing the transfer which has been Recorded. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot obtained from the Office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such Person, unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for purposes deemed appropriate by the Board upon such Owner's written request and upon such Owner's payment of any copying charges and such Owner's execution of a privacy and nondisclosure statement prepared by the Board. In order for the Board to determine whether an Owner's written request for a list of the Owners or for other documents and Records maintained by the Board will be granted, the Owner's written request must be specific as to the types of Records being requested, and the Owner shall identify in the written request the purpose for which the Records are being requested. The Board shall then determine whether the purpose is proper and whether the Owner's request is made in good faith. The Board shall also determine whether the Records requested by the Owner are directly connected to the purpose deemed proper by the Board. In all cases, the Board shall comply with the requirements of Utah Code *Ann. § 57-8a-227* or any successor statutes, in responding to an Owner's request to examine or copy any of the Records of the Association.

20.7 General Obligations

Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Lots, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Lot, unless otherwise expressly provided herein.

20.8 Rights of Action

Subject to the provisions of this Declaration, the Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association.

20.9 Successors and Assigns of Declarant

Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

20.10 Gender and Number

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

20.11 Captions and Titles

All captions, titles or headings of the *Articles* and *Sections* in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify, or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.12 Notices

Any notice permitted or required to be delivered as provided herein shall be delivered consistent with the processes described in the Bylaws.

20.13 Number of Days

In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

20.14 Use of _____ Term

No Person shall use the term "_____" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "_____" in printed or promotional materials where such term is used solely to specify that a particular Lot is located within the Project.

20.15 Power of Attorney

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first above written.

_____ OWNERS ASSOCIATION, INC., a Utah non-profit corporation

_____

By:_____

Its: President

STATE OF UTAH)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged to me this _____ day of _____ _____, 2023, by _____, the President of _____ OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

_____

NOTARY PUBLIC

Residing at:_____

My commission expires:

_____

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR _____

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR _____

ARTICLE OF INCORPORATION

OF

_____ _____ OWNERS ASSOCIATION, INC.,

A Utah non-profit corporation

EXHIBIT C
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR _____

BYLAWS OF

_____ OWNERS ASSOCIATION, INC.

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BYLAWS OF

_____ OWNERS ASSOCIATION, INC.

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BYLAWS OF

_____ ASSOCIATION, INC.

ARTICLE 1 – NAME, OFFICE, DEFINITIONS

1.01 Name

_____ Owners Association, Inc. (the "Association") is a Utah nonprofit corporation.

1.02 Principal Office.

The Association's principal office shall be initially located at 1225 Deer Valley Drive, Suite 201, Park City, Utah 84060. The Association may change its principal office to the office of any professional management company retained by the Association to perform some of the duties of the Association arising under the Declaration.

1.03 Definitions.

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms herein shall have the same meaning as set forth in Article I of the Declaration of Covenants, Conditions, Easements and Restrictions for _____ (the "Declaration"), as Recorded, and as may be amended and supplemented from time to time unless otherwise defined herein or under the Utah Revised Nonprofit Corporation Act, *Section 16-6a-et seq. of the Utah Code* (the "Act") for which these Bylaws shall operate.

ARTICLE 2 – MEMBERSHIP, VOTING AND MEETINGS,

2.01 Membership and Voting

Provisions governing Membership in the Association and the voting rights of its Members are set forth in *Article VII* of the Declaration.

2.02 Annual Meeting

The annual meeting of the Owners shall be held at a time designated by the Board during the month of January each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

2.03 Special Meetings

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by (1) the president voluntarily, (2) by a majority of the Directors or (3) by the

president at the written request of Owners entitled to vote thirty percent (30%) or more of the total votes of the Members of the Association with such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

2.04 Place of Meetings

The Board may designate the Association's principal offices or any place within Wasatch or Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

2.05 Notice of Meeting

The Board shall cause written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each Owner entitled to vote at such meeting. Notice shall be delivered in accordance with *Section 10.02 herein.* For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a Record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the Person or Persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

(a) Adjourned or Rescheduled Meetings. If an annual or special meeting of the Members is adjourned to a different date, time or place, notice need not be given if the rescheduled meeting is no earlier than 24 hours and no later than twenty (20) days of the original meeting and is announced at the original meeting before adjournment.

2.06 Quorum

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of 20% or more Owners entitled to vote shall constitute a quorum. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time consistent with *Section 2.05(a)* above. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting. Notwithstanding the foregoing provisions of this *Section*, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.03 Proxies

Votes may be cast in person or by proxy. Proxies must comply with *Section 16-6a-712* of the Utah Code, as such *Section* of the Utah Code may be amended, supplemented, or replaced from time to time. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. Timely submitted proxies shall remain effective for adjourned or rescheduled meetings. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

2.04 Majority Vote

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 3 - BOARD OF DIRECTORS

3.01 Number and Election of Directors

The Board of Directors (the "Board") shall consist of three (3) or five (5) Directors. There shall be three (3) initial Directors, appointed by Declarant, identified in the Articles set forth in Exhibit B attached

hereto and incorporated herein. The initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

3.02 Director Qualifications

After the Period of Declarant Control expires, Directors shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as a Director of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or Director of the Association to also be an Owner.

3.03 Removal, Resignation, and Replacement of Directors

(a) Removal of Directors. During the Period of Declarant Control, Declarant shall appoint and remove any and all Directors. After the expiration of the Period of Declarant Control, each Director may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

(b) Resignations. Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Replacement of Directors. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by the remaining Directors until the next annual meeting of Owners, at which time the Owners shall elect a Director to fulfill the then-remaining term of the replaced Director. Any Director elected or appointed pursuant to this *Section* shall hold office for the remainder of the unexpired term of the Director who was replaced.

3.04 Regular Meetings

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

3.05 Special Meetings

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone or by electronic means (i.e. e-mail, text messaging or other

similar manner). Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

3.06 Quorum

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

3.07 Waiver of Notice

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director, except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

3.08 Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing (which may include consent by email without a signature), setting forth the action so taken, shall be signed (or approved by email without a signature) by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 4 - OFFICERS AND AGENTS

4.01 General

The officers of the Association shall be a president, vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One Person may hold any two offices, except that no Person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

4.02 Officer Qualifications

After the Period of Declarant Control expires, officers shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as an officer of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation.

4.03 Removal of Officers

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4.04 Vacancies

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

4.05 President

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and Record amendments to the Declaration on behalf of the Association.

4.06 Vice President

The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board or the president shall prescribe. If neither the president nor the vice president is able to act, the Board shall appoint a Member of the Board to do so on an interim basis.

4.07 Secretary

The secretary shall:

(a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate Records and of the seal of the Association and affix the seal to all documents when authorized by the Board;

(d) maintain at the Association's principal offices a Record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is Mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

4.08 Treasurer

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 5 - COMMITTEES

5.01 Designation of Committees

The Board may from time-to-time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

5.02 Proceedings of Committees.

Each committee designated by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

5.03 Quorum and Manner of Acting

At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

5.04 Resignation and Removal

Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

5.05 Vacancies

If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE 6 - INDEMNIFICATION

6.01 Indemnification: Third Party Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or

she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

6.02 Indemnification: Association Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

6.03 Determinations.

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in *Sections 6.01 or 6.02* hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under *Sections 6.01 or 6.02* hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in *Sections 6.01 or 6.02* hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

6.04 Advances

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

6.05 Scope of Indemnification.

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding

such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

6.06 Insurance

The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

6.07 Payments and Premiums

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Area Expenses of the Association and shall be paid with funds from the Association.

ARTICLE 7- EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership

Upon the transfer of a fee or an acceptance of a Deed to a Lot in the Project, any Person becoming an Owner shall furnish to the Association a photocopy or a certified copy of the Deed or Recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens; Mortgagees

Any Owner who Mortgages or grants a deed of trust securing such Owner's Lot shall give the Association written notice of the name and address of the Eligible Mortgagee.

ARTICLE 8 - SECURITY INTEREST IN MEMBERSHIP

Owners shall have the irrevocable right to constitute and appoint a holder of a Mortgage or Deed of trust their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the Mortgage or

Deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a Deed of trust, of their duties and obligations as Owners or to impose upon the holder of a Mortgage or Deed of trust the duties and obligations of an Owner.

ARTICLE 9 - AMENDMENTS

9.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

9.02 Owner

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least fifty-one percent (51%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 10 - MISCELLANEOUS

10.01 Notice to Association and Board

(a) During Period of Declarant Control. During the Period of Declarant Control, all notices to the Association or the Board shall be sent to (i) the Registered Agent of the Declarant as registered with the Utah Department of Commerce by first class mail, (ii) to the principal office of the Association or to such other address as the Board may hereafter designate from time to time by first class mail and (iii) to the primary contact of the Association identified in the registry required by *Section 57-8a-105* of the Utah Code by email, with a copy sent to the email address of the Association's professional manager if the Association is professionally managed.

(b) After expiration of Period of Declarant Control. All notices to the Association or the Board shall be sent to (i) to the principal office of the Association as registered with the Utah Department of Commerce or to such other address as the Board may hereafter designate from time to time and (ii) to the primary contact of the Association by email, which may be a professional manager if the Association is professionally managed or the individual identified in the registry required by *Section 57-8a-105* of the Utah Code.

10.02 Notices to Owners

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including email, text message, and/or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. If notice is mailed, such notice shall be deemed to be delivered

when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Co-Owners. If a Lot is jointly owned, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

10.03 Affairs, Electronic Means

Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

10.04 Waiver, Precedent and Estoppel

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

10.05 Appeals; Informal Hearing Procedures

An Owner who has been deemed a Non-Conforming Member and has been assessed a fine by the Board or receives a decision from a Board-appointed Committee that the Owner disputes, may request an informal hearing before the Board within thirty (30) days after the day on which the Owner receives notice of the fine or decision. If the Owner fails to timely request a hearing in writing, the Non-Conforming Member shall be deemed to have waived the right to a hearing. The Board shall not be required to conduct a hearing unless the Non-Conforming Member formally and timely requests a hearing in writing. The following procedures shall apply for any Owner who requests an informal hearing:

(a) At the appeal hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses related to the fine or citation and/or claims related to a Committee decision. Any participant may participate in the hearing by means of electronic communication so long as all participants can hear one another speak. The Owner may have counsel present at the hearing at the Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating a hearing conducted pursuant to this *Section*.

(b) Following the hearing, the Board of Trustees shall meet in executive session to discuss whether satisfactory proof was presented to show *extenuating circumstances* to justify the Member's non-confirming behavior or to overturn a decision. If a majority of the Board is required to affirm or overturn the prior assessment of a fine or a decision of a committee and the Board shall

issue an opinion consistent thereto. If the Board's decision is unfavorable to the Non-Conforming Member, as the case may be, the Board may affirm the initial fine and impose reasonable continuing fines and other monetary penalties, which shall constitute a lien upon the Lot until paid, and/or suspend the Non-Conforming Member's right to vote. The Board may also provide the Non-Conforming Member a final deadline to cure the violation if a cure is possible before the initial fine or additional fines become due or an Owner's privileges are suspended. If an Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives or is deemed to receive a final decision. All decisions of the Board are final unless an Owner appeals by initiating a civil suit consistent with *Section 57-8a-202* of the Utah Code.

(c) The Board shall deliver notice of its decision to the Owner by Certified Mail (return receipt requested) and via first-class mail to the Owner's registered address or email to the Owner's email address on file within seven (7) days of the date of the hearing. If Non-Conforming Member does not cure the offense within the number of days noted in the decision, the Board or its delegate agents shall have the power to impose additional fines and/or suspend privileges pursuant to the authority granted in the Association's Governing Documents.

(d) The procedures outlined in this Section may be applied to any decision by an agent of the Association and all violations of the Association's Governing Documents and does not preclude the Association from exercising other enforcement procedures authorized by the Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.

10.06. Conflicts

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

10.07 Invalidity: Number: Captions

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.08 Fiscal Year

The fiscal year of the Association shall be such as may from time to time be established by the Board. The initial fiscal year of the Association upon formation by Declarant shall be a calendar year.

10.09 Conduct of Meeting

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with these Bylaws.

10.10 Other Provisions

The Declaration contains certain other provisions relating to the administration of _____, which provisions are hereby incorporated herein by reference.

Continue to Next Page for Signature

IN WITNESS WHEREOF, the Association has caused the Bylaws to be executed by an officer duly authorized to execute the same this ____ day of_____, 2023.

_____OWNERS ASSOCIATION, INC., a Utah non-profit corporation

_____

By:_____

Its: President

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged to me this _____ day of _____ _____, 2023, by _____, the President of _____ OWNERS ASSOCIATION, Inc., a Utah non-profit corporation.

_____

NOTARY PUBLIC

Residing at:_____

My commission expires:

_____

Exhibit S: Project Background Information

Figure 1: This figure shows the Knudson Lot C and SA-200 Parcel proposed for subdivision into four Lots to eventually accommodate four Single Family Dwellings.

On October 16, 1980, the City Council passed a resolution closing a portion of the Norfolk Avenue Right-of-Way. That portion was described as “Norfolk Avenue from the front of Block 19, Lot 6 northwest through 14th Street and continuing from the north side of 14th from Block 21 through Lot 14” (Exhibit F). Block 19, Lot 6 is part of the property subject to this application, and the closure of Norfolk Avenue began where Norfolk Avenue now ends today (Exhibit C). On April 22, 1982, that closed portion of Norfolk Avenue was sold by the City (Exhibit G).

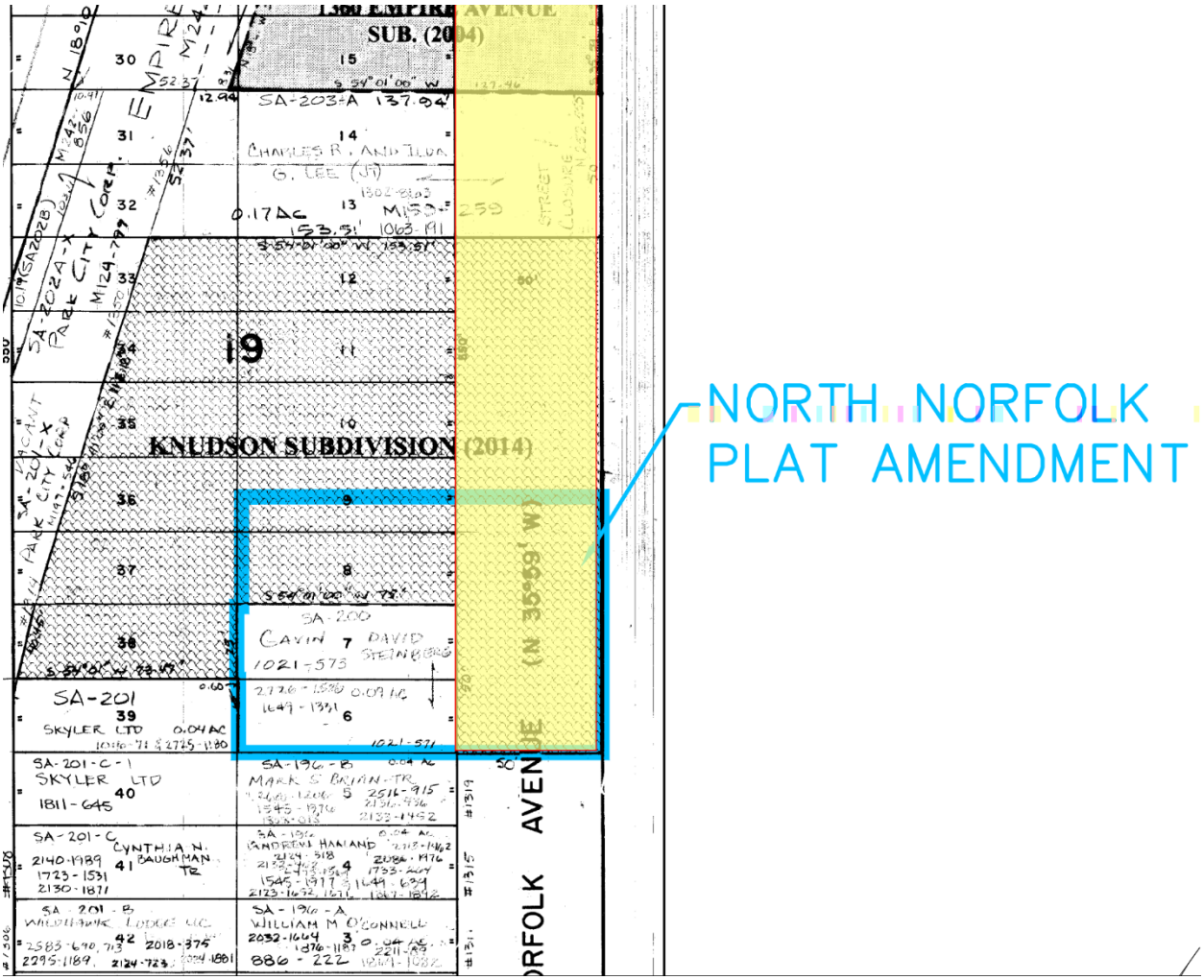


Figure 2: This figure illustrates the lots in their original form. The yellow overlay shows the portion of Norfolk Avenue that was closed in 1980. The properties proposed for this plat amendment are outlined in the blue box and contain three and one half lots plus portions of closed Right-of-Way.

In 2014, a Plat Amendment was submitted for three lots, located at 1314 & 1350 Empire Avenue. It was part of a plan by the Park City Redevelopment Agency in cooperation with Gary Knudson who owned two of the parcels (Exhibit H). On January 29, 2014, the Planning Commission forwarded a positive recommendation to the City Council, and on February 13, 2014, the City Council approved the Plat Amendment (Exhibit H). The Knudson Plat was recorded with Summit County on February 27, 2014 (Exhibit E). The land was not developed and the third Lot, Knudson-C, was eventually sold to the Applicant who also owns what is now SA-200.

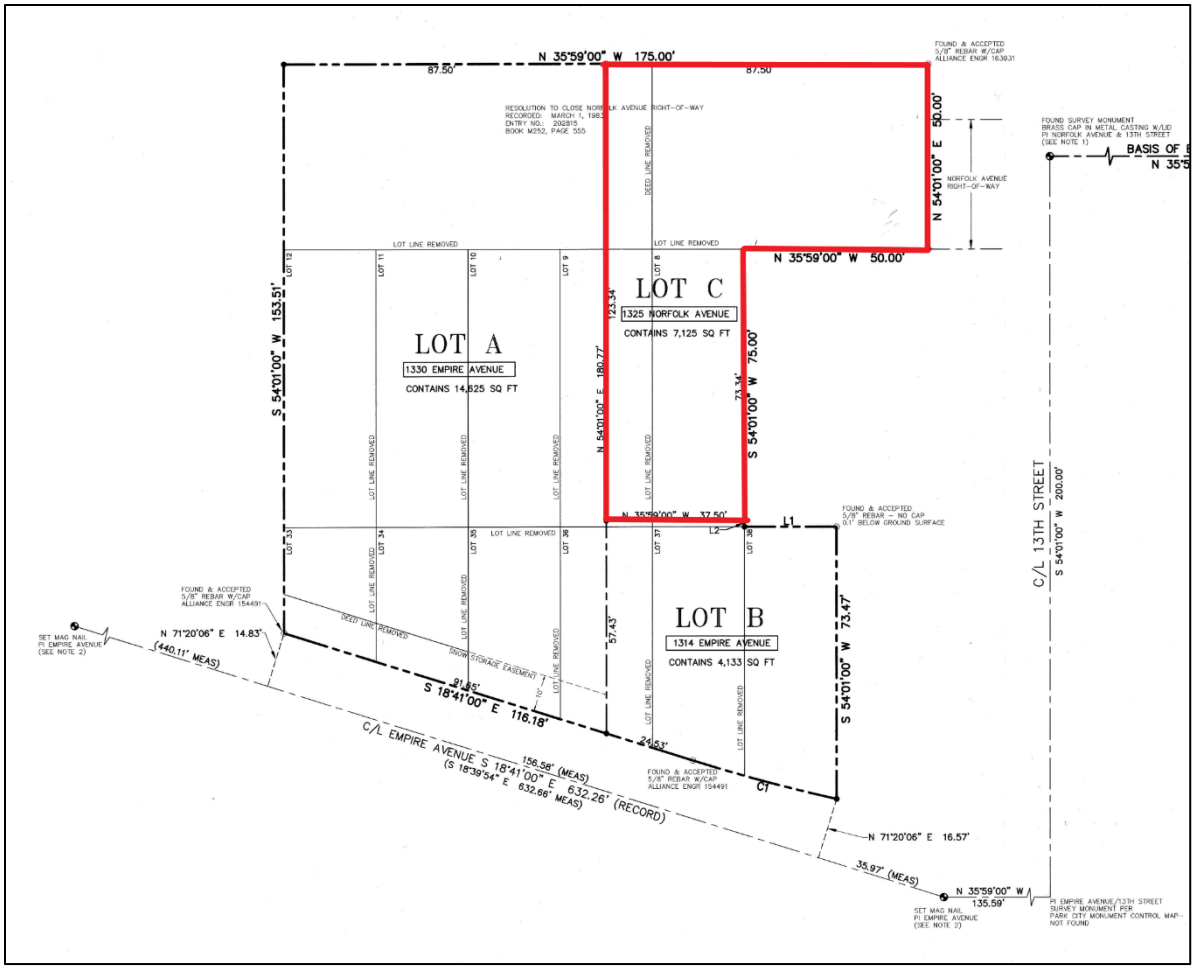


Figure 3: 2014 Knudson Subdivision with Lot C highlighted in Red.

The above image is the plat depicting the 2014 Knudson Subdivision. Lot C is the only part of the Subdivision that would be amended by this Plat Amendment as it would be re-subdivided with Parcel SA-200, which is south and east of Lot C, as the new North Norfolk Subdivision.

On February 22, 2023, the Planning Commission considered the application, opened a public hearing, and continued the discussion to April 12, 2023 (Staff Report | Minutes). The application was continued because the Planning Commission requested additional information from staff and the Applicant on the following:

- Confirmation of the Fire Marshal's decision requiring stairs from Empire for access over a turnaround or hammerhead.
- Clarity on whether the proposed stairs through Knudsen B would be public, private, or for Fire Department access only.
- A vehicular circulation plan for the new Lots and private drive accessing the Lots.
- A Setback determination from the Planning Director for proposed Lot D.
- If a fire stair access easement agreement already was recorded on Knudson B.
- Confirmation the portion of Norfolk Avenue from 13th Street is City ROW.
- A parking plan showing the potential to park onsite.

- Explanation for why the City does not plow Norfolk Avenue from 13th Street.
- Snow Storage plans for the proposed Lots.

On April 12, 2023, the Planning Commission considered the application, held a public hearing, and continued discussion to May 10, 2023 (Staff Report | Minutes) at the Applicant's request. On May 10, 2023, the Planning Commission considered the application, held a public hearing, and continued discussion to a date uncertain (Staff Report | Minutes).

Planning Commission
Staff Communication

Subject: **Lot Combinations in Historic Districts**
Application: **PL-23-05655**
Author: **Planning Team**
Date: **September 27, 2023**
Type of Item: **Legislative – Land Management Code Amendments**

Recommendation

(I) Review the draft Ordinance No. 2023-XX regarding proposed Land Management Code amendments that establish a maximum lot size for residential development in the Historic Residential Districts, (II) open a public hearing, and (III) consider forwarding a positive recommendation for City Council's consideration on October 26, 2023.

Description

Applicant:	Planning Department
Zoning Districts:	Historic Residential Low – Density Historic Residential – 1 Historic Residential – 2 Historic Residential Medium
Land Management Code Sections Amended:	Historic Residential Low – Density § 15-2.1-3 Lot and Site Requirements § 15-2.1-4 Existing Historic Buildings and/or Structures Historic Residential – 1 § 15-2.2-1 Purpose § 15-2.2-3 Lot and Site Requirements § 15-2.2-4 Existing Historic Buildings and/or Structures Historic Residential – 2 § 15-2.3-3 Lot and Site Requirements § 15-2.3-4 Existing Historic Buildings and/or Structures Historic Residential Medium § 15-2.4-3 Lot and Site Requirements § 15-2.4-4 Existing Historic Buildings and/or Structures
Reason for Review:	The Planning Commission reviews and forwards a recommendation to the City Council for Land Management Code amendments; the City Council takes Final Action[1]

[1] LMC Section 15-1-7

Background

On July 27, 2006, the City Council adopted Ordinance No. 06-56 to mitigate infill development on larger lots in the Historic Residential – 1, Historic Residential – 2, and Historic Residential Low – Density Zoning Districts, the Old Town residential areas (Staff Report, p. 105) and to reduce overall density in the Historic Residential Districts. The Land Management Code (LMC) establishes Maximum Building Footprint regulations in the Historic Residential – 1,[2] Historic Residential – 2,[3] and Historic Residential Low – Density[4] Zoning Districts that reduce the building footprint as lot size increases:

> MAXIMUM FP = (A/2) x 0.9A/1875 where FP = maximum Building Footprint and A = Lot Area.
>
> Example: 3,750 sq. ft. Lot: (3,750/2) x 0.9(3750/1875) = 1,875 x 0.81 = 1,519 sq. ft.3

The Table below shows the reduced percentage of the lot that can be built upon as the lot size increases:

Lot Area	Maximum Building Footprint	Maximum Building Footprint percentage of Lot
1,875 SF	844 SF	45%
2,813 SF	1,201 SF	43%
3,750 SF	1,519 SF	41%
4,688 SF	1,801 SF	38%
5,625 SF	2,050 SF	36%
6,563 SF	2,269 SF	35%
7,500 SF	2,460 SF	33%

The LMC further outlines examples of Maximum Building Footprint for combinations of various lot sizes:

> The Maximum Building Footprint of any Structures shall be located on a Lot, or combination of Lots, not exceeding 18,750 square feet [ten 25-foot by 75-foot lots] in Lot Area, shall be calculated according to the following formula for Building Footprint . . .

[2] LMC § 15-2.2-3(E)
[3] LMC § 15-2.3-3(E)
[4] LMC § 15-2.1-3(E)

TABLE 15-2.1.

Lot Depth (ft.) **	Lot Width (ft.)	Lot Area Sq. Ft.	Max. Bldg. Footprint Sq. Ft.
75 ft.	37.5*	2,813	1,201
75 ft.	50.0	3,750	1,519
75 ft.	62.5	4,688	1,801
75 ft.	75.0	5,625	2,050
75 ft.	87.5	6,563	2,269
75 ft.	100.0	7,500	2,460
75 ft.	Greater than 100.0	Greater than 7,500	Per Formula

In addition to the Zoning District regulations, properties within the Historic Districts—whether designated Landmark or Significant Historic Structures on Park City's Historic Sites Inventory or not—must complete a Historic District Design Review (HDDR) process to ensure future development complies with LMC Chapter 15-13 *Design Guidelines For Historic Districts and Historic Sites*. Universal Guidelines for new infill include evaluation of the streetscape and character area:

- Size and mass of a structure shall be compatible with the size of the site so that lot coverage, building bulk, and mass are compatible with Historic Sites within the Streetscape or character area.
- New construction activity shall not physically damage nearby Historic Sites.
- New infill residential buildings shall reinforce visual unity within the context of the Streetscape or character area. The specific context of each Streetscape or character area is an important feature of the Historic District. The context of each Streetscape or character area shall be considered in its entirety, as one would see it when standing on the street viewing both sides of the street for the entire length of the Streetscape or character area. Special consideration should be given to adjacent and neighboring Historic Sites to reinforce existing rhythms and patterns.[5]

As part of the HDDR evaluation, LMC § 15-13-8(B)(1)(a)(3) states "[t]he historic town grid shall be preserved by retaining the formal street pattern, maintaining historic lot sizes rather than aggregating the historic-sized lots into larger lots, and preserving the regular rhythm and pattern of lot sizes in a way that reinforces the perception of the grid." While encouraging traditional 25-foot by 75-foot lots, LMC § 15-13-8(B)(2)(a)(8) acknowledges that structures may be built on lots greater than 25 feet wide and states they should be designed so that the facades visible from the primary public right-of-way reinforce the rhythm along the street in terms of traditional building width, depth, and patterns within

[5] LMC § 15-13-8(A)

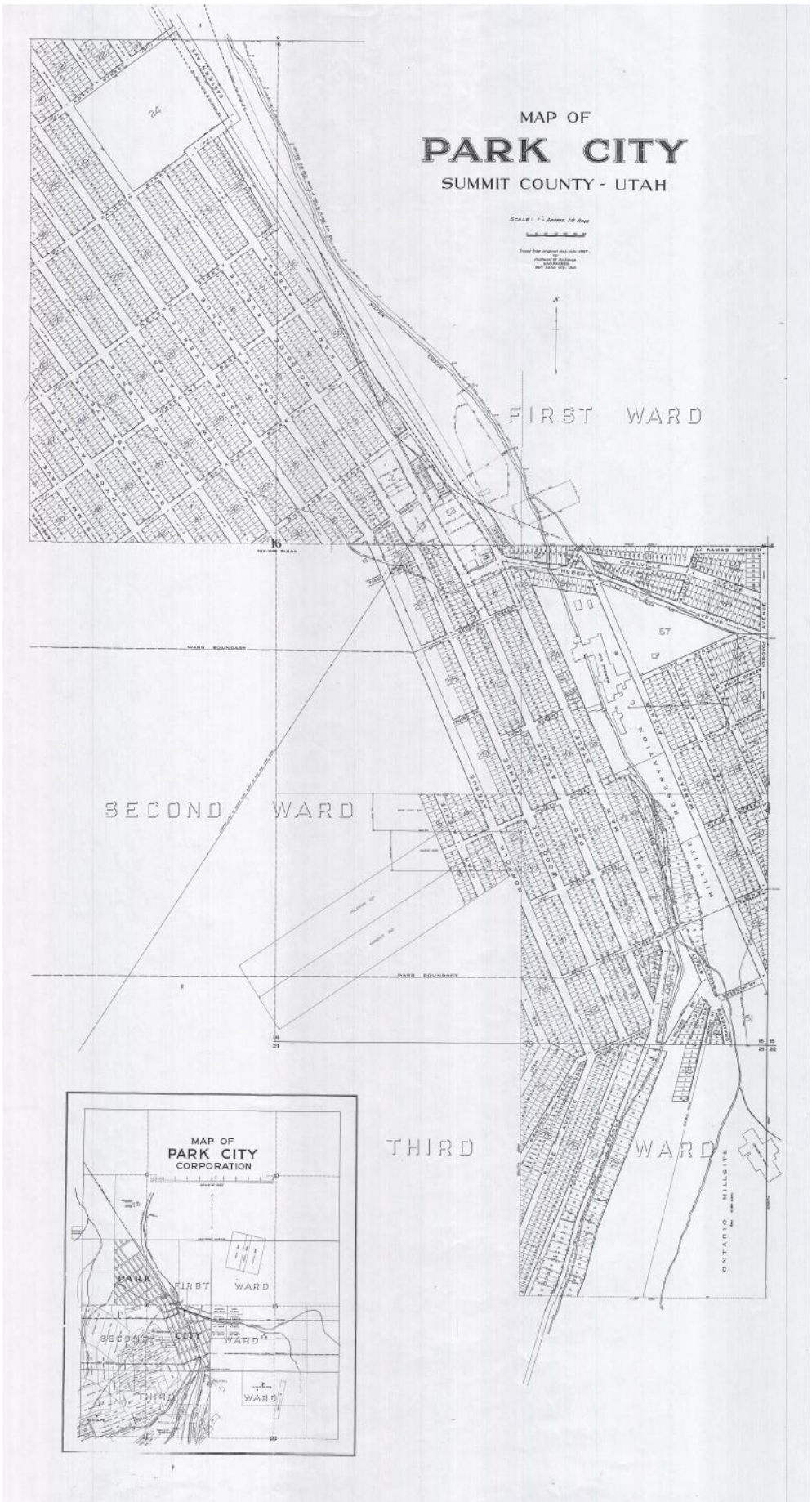
the façade and “[r]egardless of lot frontage, the primary façade shall be compatible with the width of surrounding historic buildings. The greater width of the building shall be set back significantly from the plane of the primary façade. The width of the new building shall not appear to be visibly greater than historic buildings in the Streetscape or character area. Modules on a primary façade should generally not exceed eleven (11) feet to twenty-five (25) feet in width.”

The General Plan recommends evaluating a maximum lot size.

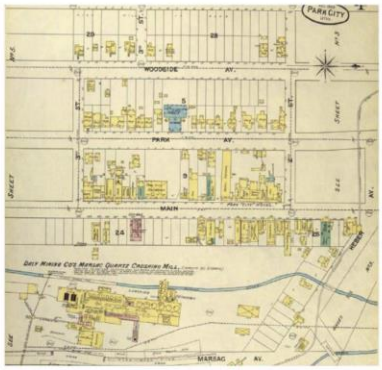
Objective 15B of the General Plan is to maintain character, context, and scale of local Historic Districts with compatible infill development and additions. Community Planning Strategy 15.12 *Historic Character Goals* encourages the City to examine lot sizes in Old Town to determine if a maximum lot size would provide more compatible mass and scale for new structures as well as additions to existing structures.

Park City has over 400 registered historic sites, two National Historic Districts, and six Historic Zoning Districts. Goal 15 in the Park City General Plan is to “[p]reseve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.” The General Plan states “[w]hile the uses within these districts may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929).”

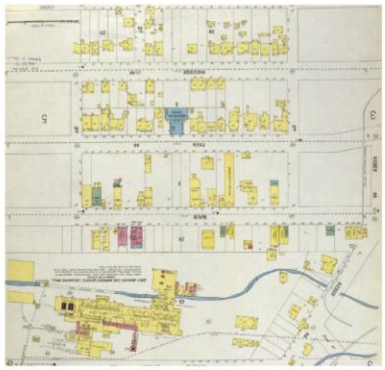
Historically, lots in Park City’s Old Town were platted 25 feet in width and 75 feet in depth, illustrated on the 1927 Map of Park City by Caldwell & Richards Engineers Park City showing the Park City Survey to the south, and the Snyder’s Addition to the north:


MAP OF
PARK CITY
SUMMIT COUNTY - UTAH
FIRST WARD
SECOND WARD
THIRD WARD
MAP OF
PARK CITY
CORPORATION
PARK
FIRST
WARD
SECOND
CITY
WARD
THIRD
WARD

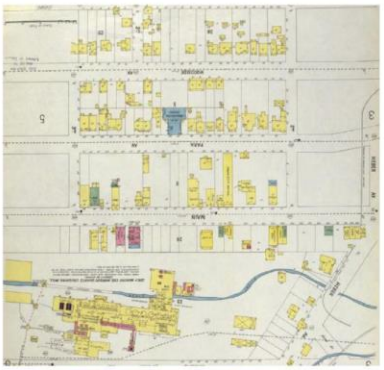
This resulted in a higher-density development pattern in Old Town. The image below from the General Plan illustrates historic lot sizes shown in the Sanborn Fire Insurance Maps:



1889 Sanborn Fire Insurance Map



1900 Sanborn Fire Insurance Map



1907 Sanborn Fire Insurance Map

1929 Sanborn Fire Insurance Map

2012 Development Map

These historic Sanborn Fire Insurance maps show the progression of development along Woodside Avenue, Park Avenue, and Main Street from 1889 through 1929. In the past, small mining homes were built on narrow residential lots and commercial buildings grew up around Main Street. More recently, however, developmental pressures have led to lot combinations, substantial additions to our historic buildings, and expansive development on vacant lots.

The topography of Old Town dictated how and where neighborhoods were developed. Main Street sits at the base of the V-shaped canyon with parallel terraces of residential streets extending through Old Town. During the Mining Boom Era most residential development occurred along Marsac, Park, Prospect, Daly, and Woodside Avenues. The homes were first built on the uphill side of the street and were very small, generally only consisting of one story and two rooms. Larger, more ornate homes were outliers during this time since wealthy miners chose to construct their homes in Salt Lake City. Larger structures were typically only used for civic, institutional, or industrial uses such as schools, churches, and mills. The demands of the local mines brought a large influx of people into Park City and residences needed to be built quickly to house the workforce, resulting in the historic development pattern of small, dense miner cottages.

Although some miners' cottages were small enough to fit on one lot, many Historic Structures were built across property lines on two or more adjacent lots and parcel ownership may include a combination of lots, as well as a combination of full and partial lots. Planning staff evaluated average parcel[6] size for properties designated Significant

[6] LMC § 15-15-1 defines "parcel" as an unplatted unit of land described by metes and bounds and designated by the County Recorder's Office with a unique tax identification number. In the context of GIS

and Landmark Historic Sites on Park City's Historic Sites Inventory within the Historic Residential Zoning Districts.[7]

Average Significant and Landmark Historic Sites

Zoning District	Parcel Acreage	Parcel Square Footage
Historic Residential Low – Density	0.13	5,737
Historic Residential – 1	0.09	3,866
Historic Residential – 2	0.10	4,530
Historic Residential Medium	0.08	3,561
	Overall Average	**4,424** [2.36 Old Town Lots]

Preliminary average parcel size for Single-Family Dwellings in Historic Residential Zoning Districts in general are shown below:

Non-Historic Single-Family Dwellings in Historic Districts

Zoning District	Parcel Acreage	Parcel Square Footage
Historic Residential Low – Density	0.12	3,839
Historic Residential – 1	0.14	5,908
Historic Residential – 2	0.09	5,096
Historic Residential Medium	0.06	2,638
	Overall Average	**4,370** [2.23 Old Town Lots]

Many adjacent and partial 25-foot by 75-foot lots in Old Town are under common ownership—including both Historic and non-Historic Sites—and were developed as one parcel, one property, with structures crossing lot lines. Some of these structures are designated Significant and Landmark on Park City's Historic Sites Inventory, requiring preservation. Today's LMC requires multiple lots under one parcel ownership to be combined into one lot for new development.

analysis, "parcel" means ownership of property and may include single Old Town lots, ownership of multiple lots, and ownership of lots and portions of adjacent lots.

[7] LMC § 15-11-10(D)

Due to anomalies within the historic surveys, like Block 24 of the Snyder's Addition that was later sold and developed as metes-and-bounds parcels over time, shown below, result in non-conforming lots that may not meet minimum lot size.

Additionally, some Historic Structures (and non-Historic Structures) were built over property lines and portions of properties were conveyed between neighbors to address encroachments but were not necessarily platted at the time of conveyance, resulting in unusual lot configurations. As far as staff research has found, the City did not begin to require plat amendments for construction over lot lines, historic or new, until 1994-95. If the Planning Commission pursues amendments to lot combinations, staff recommends flexibility be considered to address unique properties that have evolved over the decades. This flexibility will need to balance state legislation which increasingly makes plat amendments more administrative and less discretionary, as well as making it easier for property owners to do lot line adjustments and boundary line agreements with minimal city oversight.

In the fall of 2022, the Planning Commission conducted a series of work sessions to identify LMC amendments for 2023. On January 25, 2023, the Planning Commission reviewed the list of amendments for 2023 and prioritized Conventional Chain Business and Vibrancy Ordinances, Final Action, and Affordable Master Planned Developments (Minutes, p. 37-38). On April 26, 2023, the Planning Commission requested to also prioritize lot combinations in Historic Districts (Audio).

In response to the Planning Commission's April 26, 2023 request to prioritize lot combinations, the Planning team issued public notice of a *Pending Ordinance Establishing Maximum Lot Sizes for Lot Combinations in the Historic Districts* on May 10, 2023. As a result, lot combination applications submitted prior to the pending ordinance will continue to be processed under the established standards in the LMC and applications submitted after May 10, 2023 will be processed only to the extent they comply with the pending ordinance until new standards are adopted.

The Planning team sent public notice of the pending ordinance to property owners within the Historic Residential Zoning Districts. Many community members, architects, and surveyors have reached out regarding potential amendments. As a result, staff met with community stakeholders, including property owners, architects, developers, and community members. Initial input submitted for consideration is summarized below:

- When evaluating maximum lot sizes, consider requirements for construction staging and impacts to neighborhoods
- Allow flexibility for unique features in Old Town, including:
    - Unusual lot configurations
    - Rights-of-Way that are not constructed as platted
    - Parcels that reflect property ownership of existing structures and sites, but have not yet been platted
- Establish criteria for compatible infill that reflects Old Town's historic residential character while allowing for modern living, including accommodations for service and delivery vehicles and larger living areas
- Mitigate impacts that may result from smaller lot size requirements, including increased vehicles in neighborhoods and pavement and parking on sites, snow shedding between properties, long-term maintenance of structures and impacts on adjacent properties, and landscaping and Wildland Urban Interface requirements
- Address existing Master Planned Development, subdivision and resulting non-conforming status of lots previously combined in excess of the proposed new regulations

The Planning Commission conducted public hearings on May 24, 2023 (Staff Report; Minutes, p. 24 and August 23, 2023 (Staff Report; Audio).

Analysis

Draft Ordinance No. 2023-XX establishes a maximum lot size in the Historic Residential Districts:

- **Historic Residential Low – Density Zoning District**
    - Maximum lot size of 5,623 square feet, or three Old Town lots, for Single-Family Dwelling (the only residential use allowed)
    - Exempt Historic Sites that exceed the maximum lot size

- **Historic Residential Medium Zoning District**
  - Maximum lot sizes for Single-Family, Duplex, Triplex, and Fourplex Dwellings and Planning Commission discretion to establish a maximum lot size during Conditional Use Permit review
  - Exempt Historic Sites that exceed the maximum lot size
- **Historic Residential – 1 and Historic Residential – 2 Zoning Districts**
  - Maximum lot size of 3,750 square feet, or two Old Town lots, for Single-Family Dwellings and a maximum lot size of 7,500 square feet, or four Old Town lots, for Duplexes.
  - Exempt Historic Sites that exceed the maximum lot size

Historic Residential – **1 Purpose Section** – the draft Ordinance also updates the purpose section for the HR-1 Zoning District (LMC § 15-2.2-1(D)), which states the purpose is to encourage single family development on combinations of 25-foot by 75-foot historic lots. This language is removed in the draft Ordinance.

Unusual Lot Configurations – the draft Ordinance establishes a process for unusual lot configurations that may exceed the maximum lot size due to rights-of-way built outside of the platted right-of-way area, to achieve access to property, or to take into consideration site-specific features like steep slopes or other sensitive lands.

Accessory Apartments – The Planning Commission considered a potential density bonus for lots that exceed the maximum lot size if an affordable Accessory Apartment was constructed but did not reach consensus. Rather, the recommendation of the Planning Commission is to address Accessory Apartments with the City Council and to recommend a comprehensive program citywide to incentivize more of these.

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Exhibits

Exhibit A: Draft Ordinance No. 2023-XX
Exhibit B: Public Input

ORDINANCE NO. 2023-XX

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE RESIDENTIAL MAXIMUM LOT SIZE FOR THE HISTORIC RESIDENTIAL LOW – DENSITY, HISTORIC RESIDENTIAL-1, HISTORIC RESIDENTIAL-2 ZONING, AND HISTORIC RESIDENTIAL MEDIUM ZONING DISTRICTS

WHEREAS, Park City has over 400 registered historic sites, two National Historic Districts, and six Historic Zoning Districts;

WHEREAS, Goal 15 in the Park City General Plan is to "[p]reseve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations;"

WHEREAS, the General Plan states "[w]hile the uses within these districts may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929);"

WHEREAS, Historically, lots in Park City's Old Town were platted 25 feet in width and 75 feet in depth;

WHEREAS, to mitigate infill development on larger lots, the LMC establishes Maximum Building Footprint regulations in the Historic Residential – 1, Historic Residential – 2, and Historic Residential Low – Density Zoning Districts that proportionally reduce the building footprint as lot size increases;

WHEREAS, the Land Management Code establishes minimum lot sizes but does not establish maximum lot sizes for residential Historic Districts;

WHEREAS, the Planning Commission requested Lot Combination land use regulations be prioritized for evaluation and updates;

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City's resort-based economy, and to protect or promote moderate income housing;

WHEREAS, on May 24, 2023, August 23, 2023, and September 27, 2023, the Planning Commission conducted a duly noticed public hearing;

WHEREAS, on September 27, 2023 the Planning Commission forwarded a _____ recommendation for City Council's consideration;

WHEREAS, on October 26, 2023, the City Council conducted a duly noticed public hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code Sections 15-2.1-3 Historic Residential Low – Density Lot and Site Requirements, 15-2.1-4 Historic Residential Low – Density Existing Historic Buildings And/Or Structures, 15-2.2-1 Historic Residential – 1 Purpose, 15-2.2-3 Historic Residential – 1 Lot and Site Requirements, 15-2.2-4 Historic Residential – 1 Existing Historic Buildings And/Or Structures, 15-2.3-3 Historic Residential – 2 Lot and Site Requirements, 15-2.3-4

Historic Residential – 2 Existing Historic Buildings And/Or Structures, are amended as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 26th day of October 2023.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, Mayor

Attest:

_____

City Recorder

Approved as to form:

_____

City Attorney's Office

Attachment 1

15-2.1-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

A. **LOT SIZE**. The minimum Lot Area is 3,750 square feet. The maximum Lot Area for a Single-Family Dwelling is 5,625 square feet.

B. **LOT WIDTH (HRL DISTRICT).** The minimum width of a Lot is thirty-five feet (35'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.

C. **BUILDING ENVELOPE (HRL DISTRICT)**. The Building Pad, Building Footprint, and height restrictions define the maximum Building Envelope in which all Development must occur, with exceptions as allowed by Section 15-2.1-3(D).

D. **BUILDING PAD (HRL DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear and Side Setback Areas.

1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any other Structure except:

    a. Porches or decks, with or without roofs;

b. At Grade patios;

c. Upper level decks, with or without roofs;

d. Bay Windows;

e. Chimneys;

f. Sidewalks, pathways, and steps;

g. Screened hot tubs; and

h. Landscaping.

2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Department approval based on a determination that the proposed exceptions result in a design that:

a. provides increased architectural interest consistent with the Design Guidelines for Historic Districts and Historic Sites;

b. maintains the intent of this section to provide horizontal and vertical Building articulation.

E. **BUILDING FOOTPRINT (HRL DISTRICT)**. The maximum Building Footprint of any Structure shall be located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per dwelling unit for garage floor area. A Conditional Use Permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Sites Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

MAXIMUM FP = (A/2) x $0.9^{A/1875}$

Where FP = maximum Building Footprint and A = Lot Area.

Example: 3,750 sq. ft. Lot: (3,750/2) x $0.9^{(3750/1875)}$ = 1,875 x 0.81 = 1,519 sq. ft.

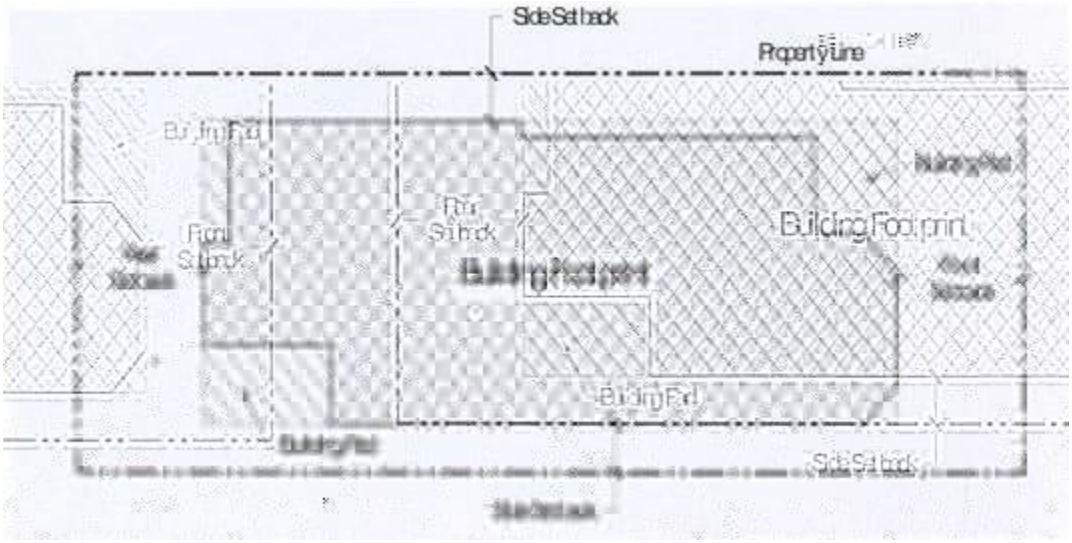
~~[See the following Table 15-2.1. for a schedule equivalent of this formula for common Lot Sizes.~~

~~TABLE 15-2.1.~~

~~Lot Depth (ft.) **~~	~~Lot Width (ft.)~~	~~Lot Area Sq. Ft.~~	~~Max. Bldg. Footprint Sq. Ft.~~
~~75 ft.~~	~~37.5*~~	~~2,813~~	~~1,201~~
~~75 ft.~~	~~50.0~~	~~3,750~~	~~1,519~~
~~75 ft.~~	~~62.5~~	~~4,688~~	~~1,801~~
~~75 ft.~~	~~75.0~~	~~5,625~~	~~2,050~~
~~75 ft.~~	~~87.5~~	~~6,563~~	~~2,269~~
~~75 ft.~~	~~100.0~~	~~7,500~~	~~2,460~~
~~75 ft.~~	~~Greater than 100.0~~	~~Greater than 7,500~~	~~Per Formula~~

~~* for existing 25' wide lots, Use HR-1 standards.~~

~~** for lots > 75' in depth use Footprint formula]~~



F. **FRONT AND REAR SETBACKS**. Front and Rear Setbacks are as follows:

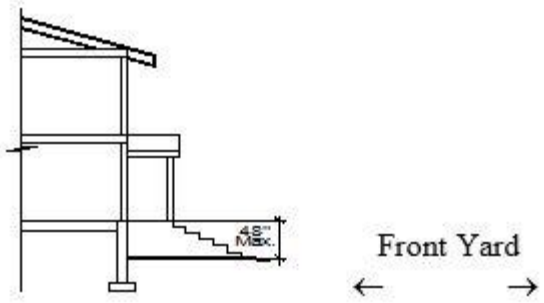
TABLE 15-2.1a

Lot Depth	Minimum Front/Rear Setback	Total of Setback
Up to 75 ft., inclusive	10 ft. each	20 ft.
From 75 ft. to 100 ft.	12 ft./13 ft. (or vice versa)	25 ft.
Over 100 ft.	15 ft. each	30 ft.

G. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2 Fences and Retaining Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.

2. Uncovered steps leading to the Main Building, provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.

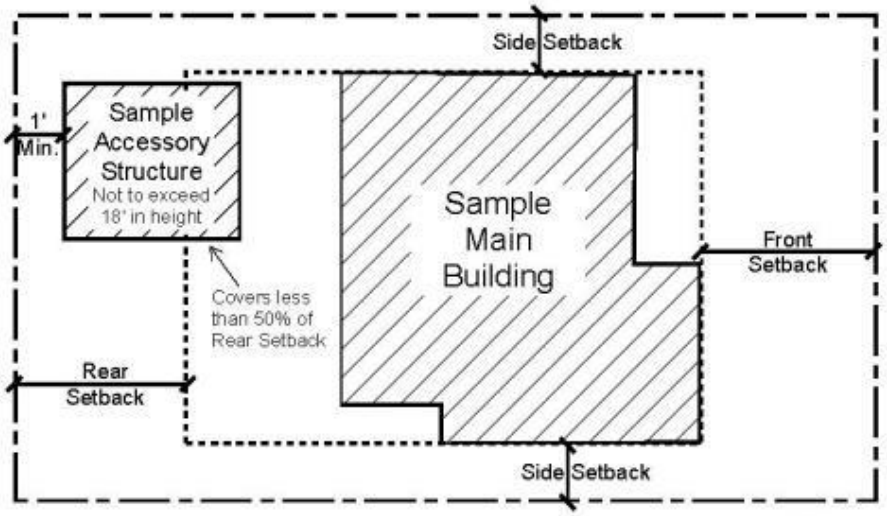


3. Decks, porches, or Bay Windows not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback.
4. Roof overhangs, eaves, or cornices projecting not more than three feet (3') into the Front Setback.
5. Sidewalks and pathways.
6. Driveways leading to either a garage or an approved Parking Area. No portion of a Front Yard, except for driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.

H. **REAR SETBACK EXCEPTIONS**. The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Rear Setback.

3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Rear Setback. Should egress requirements be met within the building pad, no Rear Setback exception is permitted.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a Detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences, walls, and retaining walls as permitted in Section 15-4-2 Fences and Retaining Walls.
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, not including any required handrail, and located at least one foot (1') from the Rear Lot Line.
11. Pathways or Steps connecting to a City staircase or pathway.
12. One (1) Shared Driveway leading to either a garage or an approved Parking Area. See Section 15-2.1-7 Parking Regulations for additional requirements.

I. **SIDE SETBACKS**. Side Setbacks are as follows:

TABLE 15-2.1b

Lot Width (ft.) up to:	Minimum Side Setback	Total of Setback
37.5*	3 ft. each side	6 ft.
50.0	5 ft. each side	10 ft.
62.5	5 ft. minimum	14 ft.
75.0	5 ft. minimum	18 ft.
87.5	10 ft. minimum	24 ft.
100.0	10 ft. minimum	24 ft.
Greater than 100.0	10 ft. minimum	30 ft.

* for existing 25' wide lots, Use HR-1 standards.

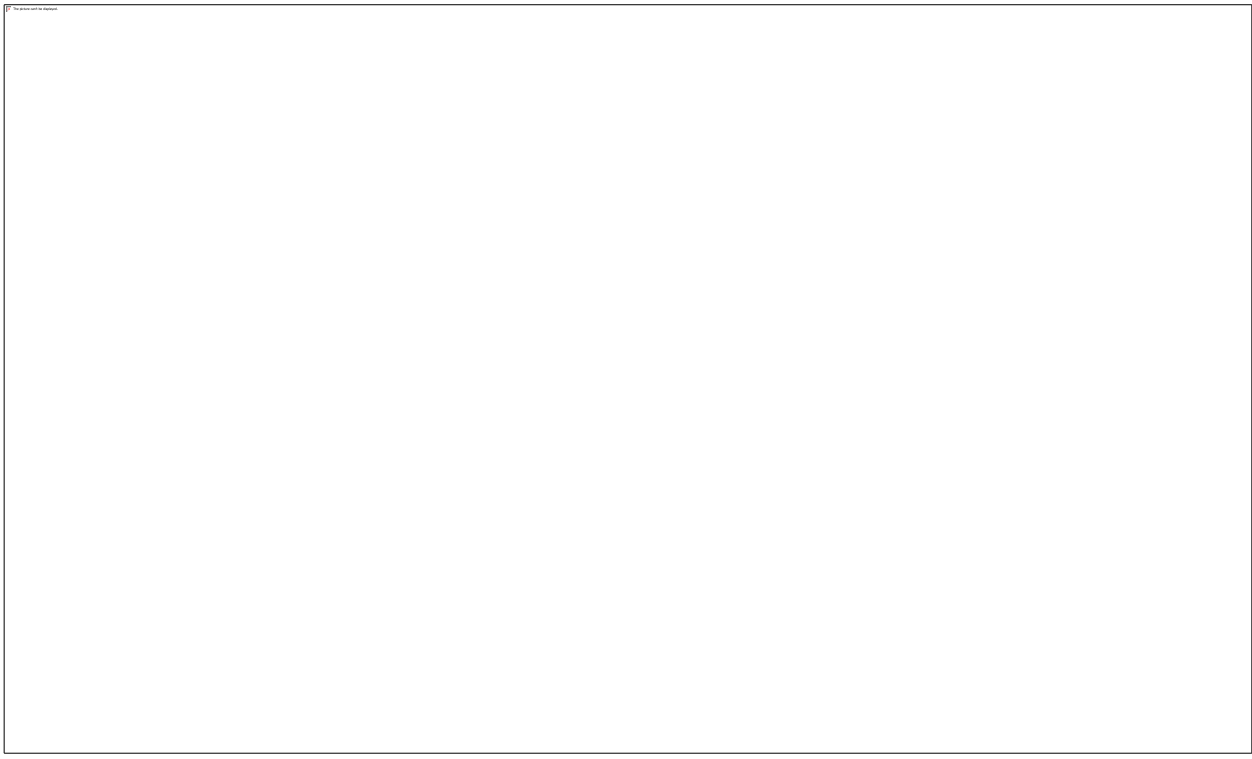
On Corner Lots, the minimum Side Setback that faces a side Street or a platted Right-of-Way is five feet (5'). A three foot (3') Side Setback along the platted Right-of-Way may be approved by the City Engineer when the Lot Width is less than 37.5 feet; no Side Setback exceptions shall be utilized and the sight triangle shall be maintained when the Setback is three feet (3') along the Right-of-Way.

J. **SIDE SETBACK EXCEPTIONS**. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide and projecting not more than two feet (2') into the Side Setback.

2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Side Setback.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater. Should egress requirements be met within the building pad, this Side Setback exception is not permitted.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Setback on Lots with a minimum required Side Setback of five feet (5') or greater. A one foot (1’) eave overhang is permitted on Lots with a Side Setback less than five feet (5’).
5. Window sills, belt courses, trim, exterior siding, cornices, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade, not including any required handrail.
7. Fences, walls or retaining walls, as permitted in Section 15-4-2 Fences and Retaining Walls.
8. One (1) private or Shared Driveway leading to a garage or an approved Parking Area. See Section 15-2.1-7 Parking Regulations for additional requirements.

9. Pathways or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front Facade of the Main Building, maintaining a minimum Side Setback of three feet (3'). See the following illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures, located at least three feet (3') from the Side Lot Line.

K. **SNOW RELEASE.** Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

L. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high

enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2022-16 on 5/26/2022

15-2.1-4 Existing Historic Buildings And/or Structures

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

A. **EXCEPTION**. In order to achieve new construction consistent with the Design Guidelines for Historic Districts and Historic Sites, the Planning Commission may

grant an exception to the Building Setback and driveway location standards for additions to Historic Buildings and/or Structures, including detached Garages:

1. Upon approval of a Conditional Use permit, and
2. When the scale of the addition and/or driveway is Compatible with the Historic Building and/or Structure, and
3. When the addition complies with all other provisions of this Chapter, and
4. When the addition complies with the adopted Building and Fire Codes, and
5. When the addition complies with the Design Guidelines for Historic Districts and Historic Sites.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2022-16 on 5/26/2022

15-2.2-1 Purpose

The purpose of the Historic Residential HR-l District is to:

~~A.~~ A. preserve present land Uses and character of the Historic residential Areas of Park City;

~~B.~~ B. encourage the preservation of Historic Buildings and/or Structures;

~~C.~~ C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;

~~D.~~ [~~encourage single family Development on combinations of 25' x 75' Historic Lots;~~]

~~E.~~ D. define Development parameters that are consistent with the General Plan policies for the Historic core; and

~~F.~~ E. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 2020-42 on 9/17/2020

15-2.2-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has the Area, width, and depth as required, and Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and the maximum Lot Area is 3,570 square feet. The minimum Lot Area is [~~and~~] 3,750 square feet for a Duplex and the maximum Lot Area is 7,500 square feet. For properties platted as lots within the historic Park City Survey and originally platted as 25 foot wide 75 foot deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may

be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks will be allowed.

B. **LOT WIDTH.**

The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.

C. **BUILDING ENVELOPE (HR-1 DISTRICT)**. The Building Pad, Building Footprint and height restrictions define the maximum Building envelope within which all Development must occur, with exceptions as allowed by Section 15-2.2-3.

D. **BUILDING PAD (HR-1 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side Setback Areas.

1. The Building Footprint must be within the Building Pad. The Building Pad must be open and free of any other Structure except:
    a. Porches or decks with or without roofs;
    b. At Grade patios;
    c. Upper level decks, with or without roofs;
    d. Bay Windows;
    e. Chimneys;
    f. Sidewalks, pathways, and steps;
    g. Screened hot tubs; and
    h. Landscaping.

2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:
    a. provides increased architectural interest consistent with the Design Guidelines for Historic Districts and Historic Sites;
    b. maintains the intent of this section to provide horizontal and vertical Building articulation.

E. **BUILDING FOOTPRINT (HR-1 DISTRICT)**. The maximum Building Footprint of any Structure located on a Lot or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet, per Dwelling Unit, for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint of greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Sites Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

MAXIMUM FP = $(A/2) \times 0.9^{A/1875}$

Where FP = maximum Building Footprint and A= Lot Area.

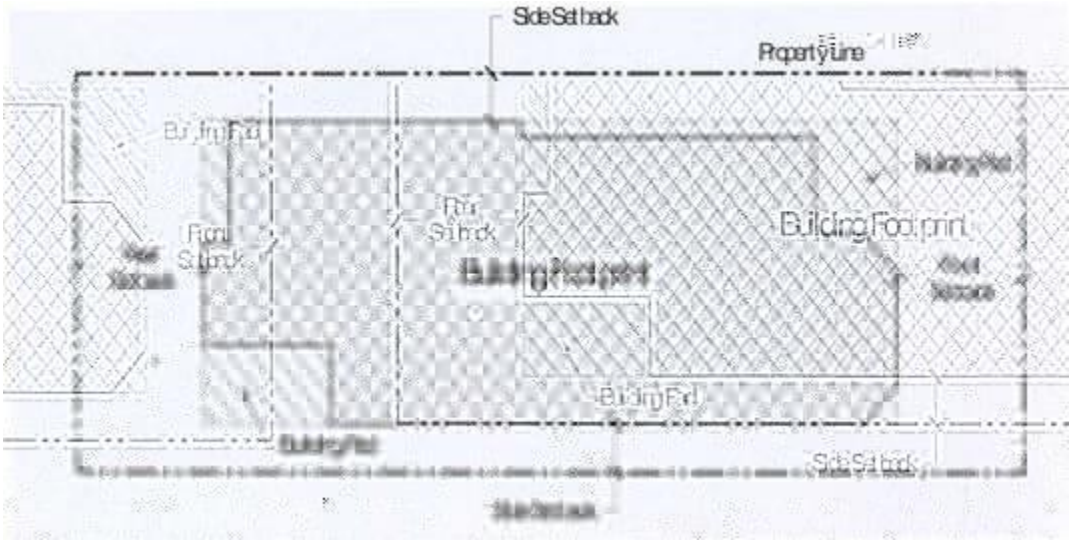
Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = 1,519$ sq. ft.

[See the following Table 15-2.2.for a schedule equivalent of this formula for common Lot Sizes.

TABLE 15-2.2

Lot Depth (ft.)	Lot Width (ft.)	Lot Area Sq. Ft.	Max. Bldg. Footprint Sq. Ft.
75 ft.	25.0	1,875	844
75 ft.	37.5	2,813	1,201
75 ft.	50.0	3,750	1,519
75 ft.	62.5	4,688	1,801
75 ft.	75.0	5,625	2,050
75 ft.	87.5	6,563	2,269
75 ft.	100.0	7,500	2,460
75 ft.	Greater than 100.0	Greater than 75 ft.	Per Formula

* For Lots > 75' in depth use footprint formula.]



F. **FRONT AND REAR SETBACKS**. Front and Rear Setbacks are as follows:

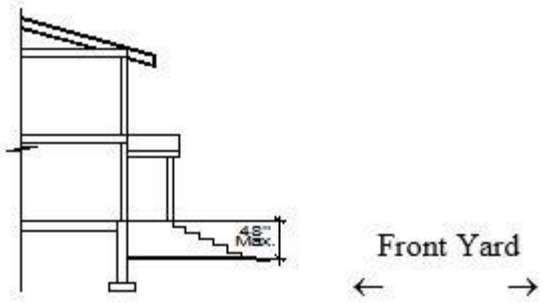
TABLE 15-2.2a

Lot Depth	Minimum Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft. each	20 ft.
From 75 ft. to 100 ft.	12 ft./13 ft. (or vice versa)	25 ft.
Over 100 ft.	15 ft. each	30 ft.

G. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2, Fences and Retaining Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.

2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.



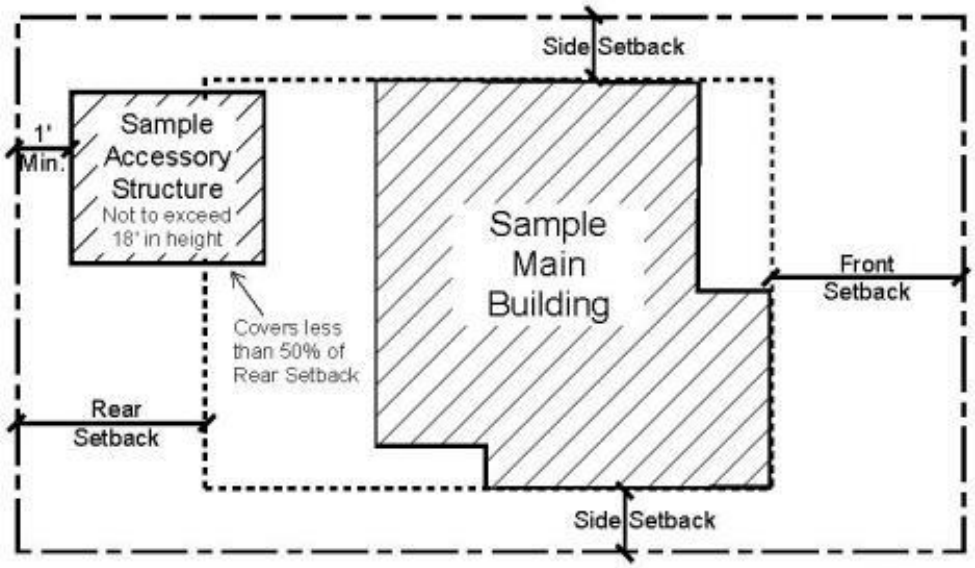
3. Decks, porches, or Bay Windows not more than ten feet (10’) wide and projecting not more than three feet (3’) into the Front Setback.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3’) into the Front Setback.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or approved Parking Area. No portion of a Front Yard, except for patios, driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.

H. **REAR SETBACK EXCEPTIONS**. The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Rear Setback.

3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Rear Setback. Should egress requirements be met within the building pad, no Rear Setback exception is permitted.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following

illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a Detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences, walls, and retaining walls as permitted in Section 15-4-2, Fences and Retaining Walls.
10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, not including any required handrail, and located at least one foot (1') from the Rear Lot Line.
11. Pathways or steps connecting to a City staircase or pathway.
12. One (1) Shared Driveway leading to a garage or approved Parking Area. See Section 15-2.2-8 Parking Regulations for additional requirements.

I. **SIDE SETBACKS**. Side Setbacks are as follows:

TABLE 15-2.2b

Lot Width (ft.) up to:	Minimum Side Setback	Total of Setbacks
25.0	3 ft. each	6 ft.
37.5	3 ft. each	6 ft.
50.0	5 ft. each	10 ft.
62.5	5 ft. minimum	14 ft.
75.0	5 ft. minimum	18 ft.
87.5	10 ft. minimum	24 ft.
100.0	10 ft. minimum	24 ft.
Greater than 100.0	10 ft. minimum	30 ft.

1. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is five feet (5'). A three foot (3') Side Setback along the platted Right-of-Way may be approved by the City Engineer when the Lot Width is less than 37.5 feet; no Side Setback exceptions shall be utilized and the sight triangle shall be maintained when the Setback is three feet (3') along the Right-of-Way.
2. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief

Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.

b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

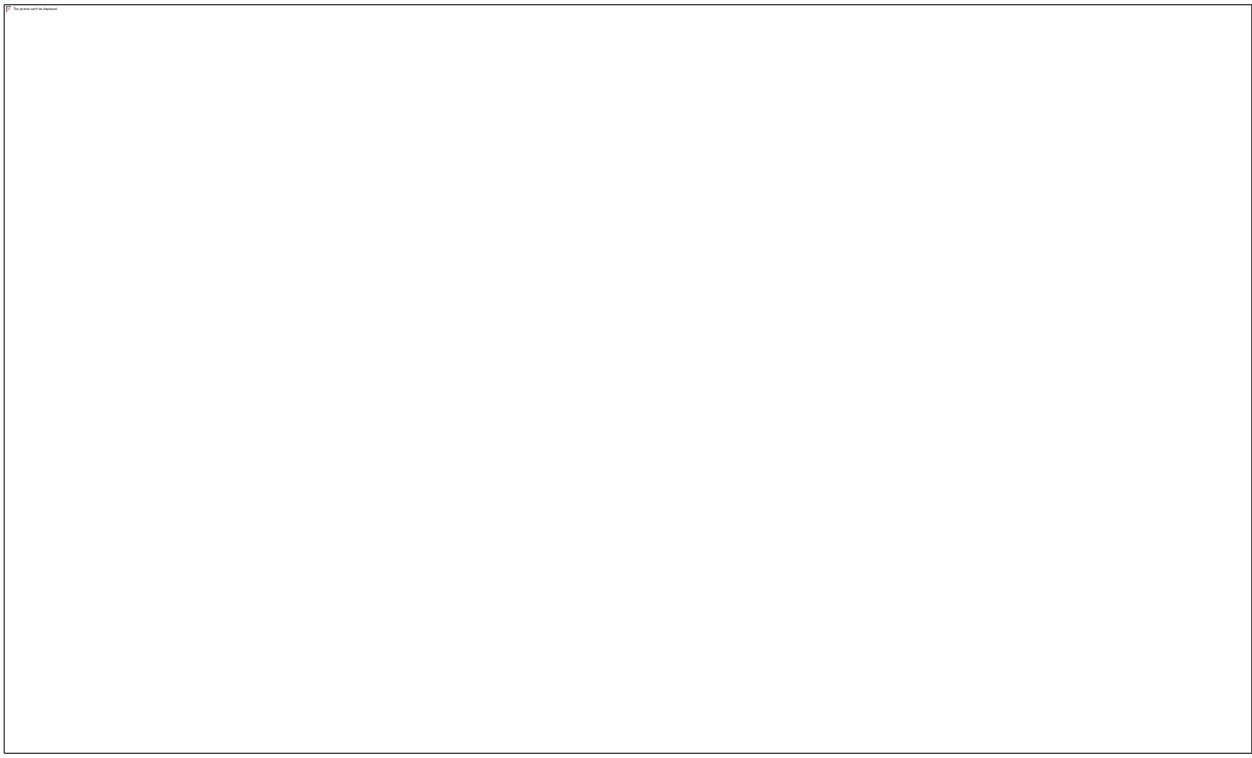
J. **SIDE SETBACK EXCEPTIONS**. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater.

Should egress requirements be met within the building pad, no Side Setback exception is permitted.

4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Setback on Lots with a minimum required Side Setback of five feet (5') or greater. A one foot (1’) roof or eave overhang is permitted on Lots with a Side Setback of less than five feet (5’).
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height above Final Grade, not including any required handrails.
7. Fences, walls, and retaining walls as permitted in Section 15-4-2, Fences and Retaining Walls.
8. One (1) private or Shared Driveway leading to a garage or approved Parking Area. See Section 15-2.2-8 Parking Regulations for additional requirements.
9. Pathways or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the Front facade of the Main Building, maintaining a minimum Side Setback of three feet (3'). See the following

illustration:



11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

K. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

L. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2022-16 on 5/26/2022

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

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

A. **EXCEPTION**. In order to achieve new construction consistent with the Design Guidelines for Historic Districts and Historic Sites, the Planning Commission may grant an exception to the Building Setback and driveway location standards for additions to Historic Buildings and/or Structures, including detached Garages:

1. Upon approval of a Conditional Use permit, and
2. When the scale of the addition and/or driveway is Compatible with the Historic Building and/or Structure, and
3. When the addition complies with all other provisions of this Chapter, and
4. When the addition complies with the adopted Building and Fire Codes, and
5. When the addition complies with the Design Guidelines for Historic Districts and Historic Sites.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2022-16 on 5/26/2022

15-2.3-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

A. **LOT SIZE**. The minimum Lot Area is 1,875 square feet for a Single Family Dwelling and the maximum Lot Area is 3,570 square feet. The minimum Lot Area is [~~and~~] 3,750 square feet for a Duplex Dwelling and the maximum Lot Area is 7,500 square feet. For properties platted as lots within the historic Park City Survey and originally platted as 25 feet wide by 75 feet deep with a lot size of 1,875 square feet, the Planning Director may make a determination that the minimum Lot Size may be reduced up to 20 square feet if subsequent surveys find that the final lot dimensions are less than 25 feet by 75 feet. The Footprint shall be reduced in accordance with the Lot Size and no variation to setbacks will be allowed. The Minimum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use or Master Planned Development review process.

B. **LOT WIDTH.** The minimum width of a Lot is twenty five feet (25'), measured fifteen feet (15') back from the Front Lot Line. In the case of unusual Lot configurations, Lot width measurements shall be determined by the Planning Director.

C. **BUILDING ENVELOPE (HR-2 DISTRICT)**. The Building Pad, Building Footprint and height restrictions define the maximum Building Envelope within which all Development must occur with exceptions as allowed in Section 15-2.3-4.

D. **BUILDING PAD (HR-2 DISTRICT)**. The Building Pad is the Lot Area minus required Front, Rear, and Side Setback Areas.

1. The Building Footprint must be within the Building Pad. The remainder of the Building Pad must be open and free of any Structure except:

a. Porches or decks, with or without roofs;

b. At Grade patios;

c. Upper level decks, with or without roofs;

d. Bay Windows;

e. Chimneys;

f. Sidewalks, pathways, and steps;

g. Screened hot tubs; and

h. Landscaping.

2. Exceptions to the Building Pad Area, excluding Bay Windows, are not included in the Building Footprint calculations, and are subject to Planning Director approval based on a determination that the proposed exceptions result in a design that:

a. provides increased architectural interest consistent with the Design Guidelines for Historic Districts and Historic Sites; and

b. maintains the intent of this section to provide horizontal and vertical Building articulation.

E. **BUILDING FOOTPRINT (HR-2 DISTRICT)**.

1. The maximum Building Footprint for any Structure located on a Lot, or combination of Lots, not exceeding 18,750 square feet in Lot Area, shall be calculated according to the following formula for Building Footprint. The maximum Building Footprint for any Structure located on a Lot or combination of Lots, exceeding 18,750 square feet in Lot Area, shall be 4,500 square feet; with an exemption allowance of 400 square feet per

Dwelling Unit for garage floor area. A Conditional Use permit is required for all Structures with a proposed footprint greater than 3,500 square feet.

Accessory Buildings listed on the Park City Historic Sites Inventory that are not expanded, enlarged or incorporated into the Main Building, shall not count in the total Building Footprint of the Lot.

~~2.~~ See Section 15-6-5 for maximum allowed Building footprint for Master Planned Developments within the HR-2 District.

MAXIMUM FP = $(A/2) \times 0.9^{A/1875}$

Where FP = maximum Building Footprint and A= Lot Area.

Example: 3,750 sq. ft. lot: $(3,750/2) \times 0.9^{(3750/1875)} = 1,875 \times 0.81 = 1,519$ sq. ft.

~~[See the following Table 15-2.3 for a schedule equivalent of this formula for common Lot Sizes.~~

~~TABLE 15-2.3.~~

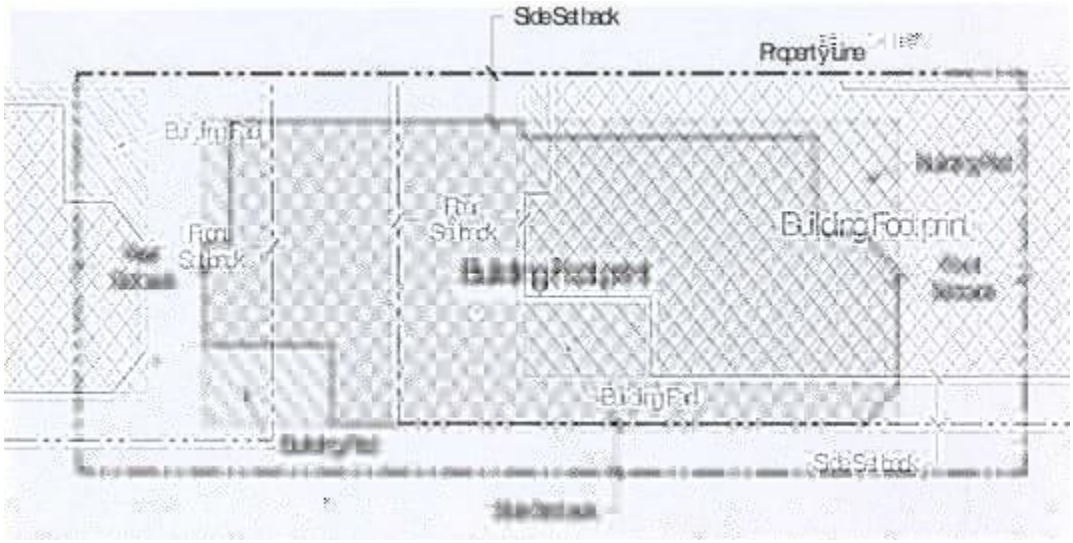
~~*For Lots > 75' in depth use footprint formula.~~

~~Lot Depth (ft.)*~~	~~Lot Width (ft.)~~	~~Lot Area Sq. ft.~~	~~Max. Bldg. Footprint~~
~~75 ft.~~	~~25.0~~	~~1,875~~	~~844~~
~~75 ft.~~	~~37.5~~	~~2,813~~	~~1,201~~
~~75 ft.~~	~~50.0~~	~~3,750~~	~~1,519~~

~~75 ft.~~	~~62.5~~	~~4,688~~	~~1,801~~
~~75 ft.~~	~~75.0~~	~~5,625~~	~~2,050~~
~~75 ft.~~	~~87.5~~	~~6,563~~	~~2,270~~
~~75 ft.~~	~~100.0~~	~~7,500~~	~~2,460~~
~~75 ft.~~	~~Greater than 100.0~~	~~Greater than 7,500 ft.~~	~~Per formula~~

527 ~~]~~

528



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530 TABLE 15-2.3.a

Lot Depth	Min. Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft.	20 ft.
From 75 ft. to 100 ft.	12 ft.	25 ft.
Over 100 ft.	15 ft.	30 ft.

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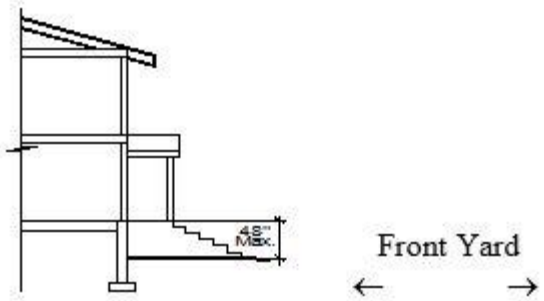
F. **FRONT AND REAR SETBACKS.** Front and Rear Setbacks are as follows:

TABLE 15-2.3a

Lot Depth	Min. Front/Rear Setback	Total of Setbacks
Up to 75 ft., inclusive	10 ft. each	20 ft.
From 75 ft. to 100 ft.	12 ft./13 ft. (or vice versa)	25 ft.
Over 100 ft.	15 ft. each	30 ft.

G. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height or as permitted in Section 15-4-2, Fences and Retaining Walls. On Corner Lots, Fences more than three feet (3') in height are prohibited within twenty-five feet (25') of the intersection, at the back of curb.
2. Uncovered steps leading to the Main Building; provided, the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of the Street or intersection.

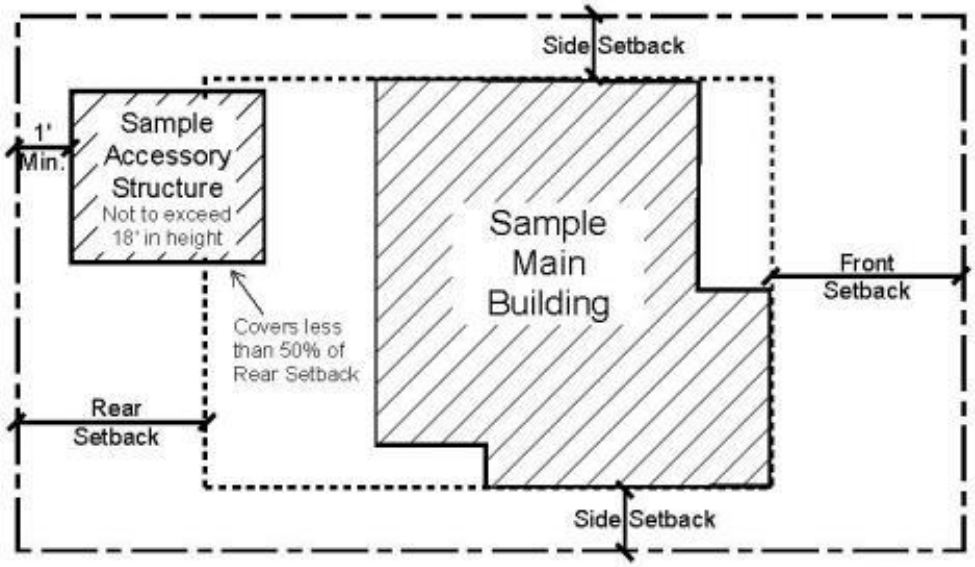


3. Decks, porches, or Bay Windows not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback.
4. Roof overhangs, eaves or cornices projecting not more than three feet (3') into the Front Setback.
5. Sidewalks and pathways.
6. Driveways leading to a Garage or approved Parking Area. No portion of a Front Yard except for driveways, allowed Parking Areas and sidewalks, may be Hard-Surfaced or graveled.
7. Single car detached Garages approved as part of a Master Planned Development in Subzone A.

H. **REAR SETBACK EXCEPTIONS**. The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Rear Setback.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Rear Setback. Should egress requirements be met within the building pad, no rear Setback exception is permitted.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Rear Setback.

5. Window sills, belt courses, cornices, trim, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.

9. Fences, walls, and retaining walls as permitted in Section 15-4-2 Fences and Retaining Walls.
10. Patios, decks, steps, pathways, or similar Structures not more than thirty inches (30") above Final Grade, not including any required handrail, and located at least one foot (1') from the Rear Lot Line.
11. Pathways or steps connecting to a City staircase or pathway.
12. One (1) Shared Driveway leading to a garage or approved Parking Area. See Section 15-2.3-12 Parking Regulations for additional requirements.

I. **SIDE SETBACKS**. The Side Setbacks are as follows:

TABLE 15-2.3b

Lot Width (ft.) up to:	Minimum Side Setback	Total of Setbacks
25.0	3 ft. each	6 ft.
37.5	3 ft. each	6 ft.
50.0	5 ft. each	10 ft.
62.5	5 ft.	14 ft.
75.0	5 ft.	18 ft.
87.5	10 ft.	24 ft.
100.0	10 ft.	24 ft.
Greater than 100.0	10 ft.	30 ft.

1. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is five feet (5'). A three foot (3') Side Setback along

the platted Right-of-Way may be approved by the City Engineer when the Lot Width is less than 37.5 feet; no Side Setback exceptions shall be utilized and the sight triangle shall be maintained when the Setback is three feet (3') along the Right-of-Way.

2. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.
    a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.
    b. Building Footprint shall be based on the total lot Area of the underlying Lots. The Planning Commission may consider decreasing Building Footprint during Conditional Use Permit review to mitigate potential impacts on adjacent Property.

J. **SIDE SETBACK EXCEPTIONS**. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide, and projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet (5') or greater. Should egress requirements be met within the building pad, no Rear Setback exception is permitted.
4. Roof overhangs or eaves projecting not more than two feet (2') into the Side Setback on Lots with a minimum required Side Setback of five feet (5') or greater. A one foot (1’) roof or eave overhang is permitted on Lots with a Side Setback of less than five feet (5’).
5. Window sills, belt courses, trim, cornices, exterior siding, or other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.
6. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") in height from Final Grade, not including any required handrail.

7. Fences, walls, and retaining walls as permitted in Section 15-4-2 Fences and Retaining Walls.
8. One (1) private or Shared Driveway leading to a garage or approved Parking Area. See Section 15-2.3-12 Parking Regulations for additional requirements.
9. Pathway or steps connecting to a City staircase or pathway.
10. Detached Accessory Buildings, not more than eighteen feet (18') in height, including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front facade of the Main Building, maintaining a minimum Side Setback of three feet (3'). See the following illustration:

11. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Side Lot Line.

K. **SNOW RELEASE**. Site plans and Building designs must resolve snow release issues to the satisfaction of the Chief Building Official.

L. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above Road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

M. **MASTER PLANNED DEVELOPMENTS**. The Planning Commission may increase or decrease Setbacks in Master Planned Developments in accordance with Section 15-6-5; however the above Grade spacing between houses shall be consistent with the spacing that would result from required Setbacks of the Zone and shall be Compatible with the Historic character of the surrounding residential neighborhood. The Planning Commission may increase or decrease Maximum Building Footprint in Master Planned Developments in accordance with Section 15-6-5.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

15-2.3-4 Existing Historic Buildings And/or Structures

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

A. **EXCEPTION**. In order to achieve new construction consistent with the Design Guidelines for Historic Districts and Historic Sites, the Planning Commission may grant an exception to the Building Setbacks and driveway location standards for additions to Historic Buildings and/or Structures, including detached single car Garages:

   1. Upon approval of a Conditional Use permit, and
   2. When the scale of the addition, and/or driveway is Compatible with the Historic Building and/or Structure, and
   3. When the addition complies with all other provisions of this Chapter, and

4. When the addition complies with the adopted Building and Fire Codes; and
5. When the addition complies with the Design Guidelines for Historic Districts and Sites.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-42 on 9/17/2020

15-2.4-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building permit shall be issued for a Lot unless such Lot has Area, width, and depth as required, and Frontage on a private or Public Street shown on the Streets Master Plan or on a private easement connecting the Lot to a Street shown on the Streets Master Plan.

All Development activity must comply with the following minimum Lot and Site requirements:

A. **LOT SIZE**. Minimum Lot Areas for Residential Uses are as follows:

Single Family Dwelling	1,875 sq. ft.
Duplex Dwelling	3,750 sq. ft.
Triplex Dwelling	4,687 sq. ft.
Four-plex Dwelling	5,625 sq. ft.

Maximum Lot Areas for Residential Uses are as follows:

Single Family Dwelling	3,750 sq. ft.
Duplex Dwelling	7,500 sq. ft.
Triplex Dwelling	11,250 sq. ft.
Four-plex Dwelling	15,000 sq. ft.

B. **LOT AREA.** Minimum and maximum Lot Area for all other Uses shall be determined by the Planning Commission during the Conditional Use review.

Developments consisting of more than four (4) Dwelling Units require a Lot Area at least equal to 5,625 square feet plus an additional 1,000 square feet per each additional Dwelling Unit over four (4) units. All Setback, height, parking, Open Space, and architectural requirements must be met. See Section 15-2.4-3, Conditional Use Permit Review.

C. **LOT WIDTH**. The minimum width of a Lot is 37.50 feet, measured fifteen feet (15') from the Front Lot Line. Existing platted Lots of record, with a minimum width of at least twenty five feet (25'), are considered legal Lots in terms of Lot Width. In the case of unusual Lot configurations, Lot Width measures shall be determined by the Planning Director.

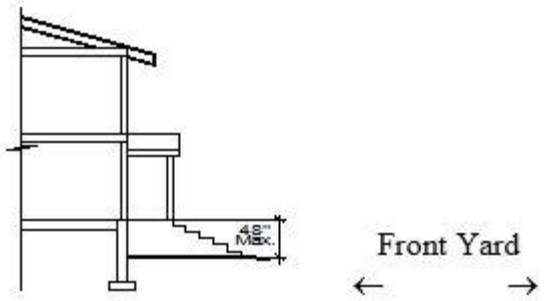
D. **FRONT SETBACK**.

1. The minimum Front Setback for Single-Family, Duplex Dwellings, and Accessory Buildings is fifteen feet (15'). If the Lot depth is seventy five feet (75') or less, then the minimum Front Setback is ten feet (10').

2. New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty feet (20') from the Front Lot Line.
3. See Section 15-2.4-7 for special requirements for Triplexes and Multi-Unit Dwellings.

E. **FRONT SETBACK EXCEPTIONS**. The Front Setback must be open and free of any Structure except:

1. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three (3') in height are prohibited within twenty-five feet (25') of the intersection, at back of curb.
2. Uncovered steps leading to the Main Building; provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.



3. Decks, porches, and Bay Windows, not more than ten feet (10') wide and projecting not more than three feet (3') into the Front Setback.
4. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Setback.

5. Sidewalks, patios, and pathways.
6. Driveways leading to a garage or approved Parking Area. No portion of a Front Yard except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.

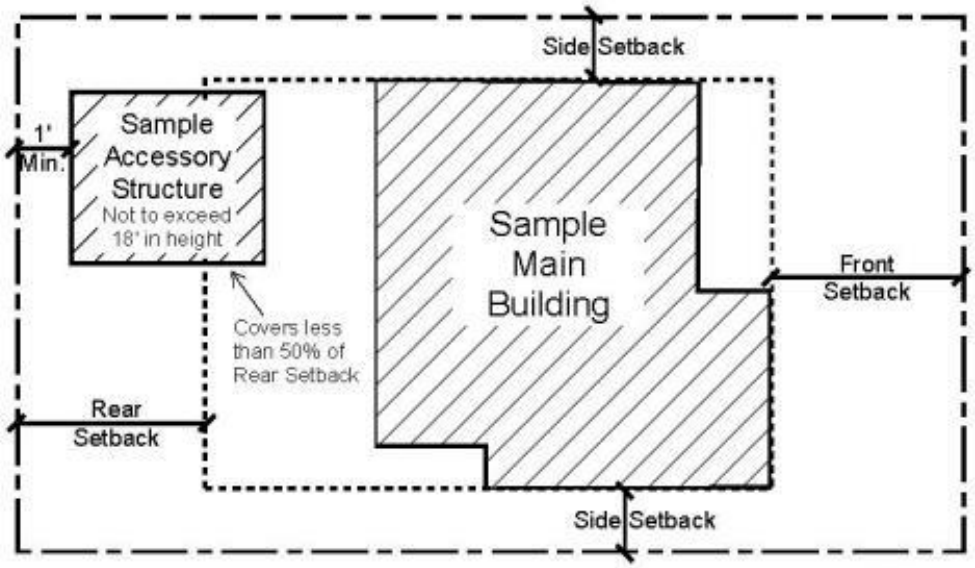
F. **REAR SETBACK**.

1. The minimum Rear Setback is ten feet (10') for all Main Buildings, and one foot (1') for detached Accessory Buildings.
2. See Section 15-2.4-7, Special Requirements for Multi-Unit Dwellings.

G. **REAR SETBACK EXCEPTIONS**. The Rear Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide and projecting not more than two feet (2') into the Rear Setback.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Rear Setback.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Rear Setback.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear Setback.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the main Structure to which they are attached.

6. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located a minimum of five feet (5') behind the front façade of the Main Building, and maintaining a minimum Rear Setback of one foot (1'). Such Structure must not cover over fifty percent (50%) of the Rear Setback. See the following illustration:



7. A Hard-Surfaced Parking Area subject to the same location requirements as a detached Accessory Building.
8. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3') from the Rear Lot Line.
9. Fences, walls, and retaining walls not over six feet (6') in height, or as permitted in Section 15-4-2 Fences and Retaining Walls.

10. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30”) above Final Grade, not including any required handrail, and located at least one foot (1') from the Rear Lot Line.
11. One (1) Shared Driveway leading to a garage or approved parking Area. See Section 15-2.4-11 Parking Regulations for additional requirements.

H. **SIDE SETBACK**.

1. The minimum Side Setback for any Single Family, Duplex Dwelling or Accessory Building is five feet (5’).
2. The minimum Side Setback for Lots twenty-five feet (25’) wide or less is three feet (3’).
3. On Corner Lots, the minimum Side Setback that faces a side Street or platted Right-of-Way is ten feet (10') for both Main and Accessory Buildings. A three foot (3') Side Setback along the platted Right-of-Way may be approved by the City Engineer when the Lot Width is less than 37.5 feet; no Side Setback exceptions shall be utilized and the sight triangle shall be maintained when the Setback is three feet (3') along the Right-of-Way.
4. A Side Setback between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

a. Exterior Side Setbacks shall be based on the required minimum Side Setback for each Lot; however the Planning Commission may consider increasing exterior Side Setbacks during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Setback exceptions continue to apply.

b. The longest dimension of a Building joined at the Property Line may not exceed one hundred feet (100').

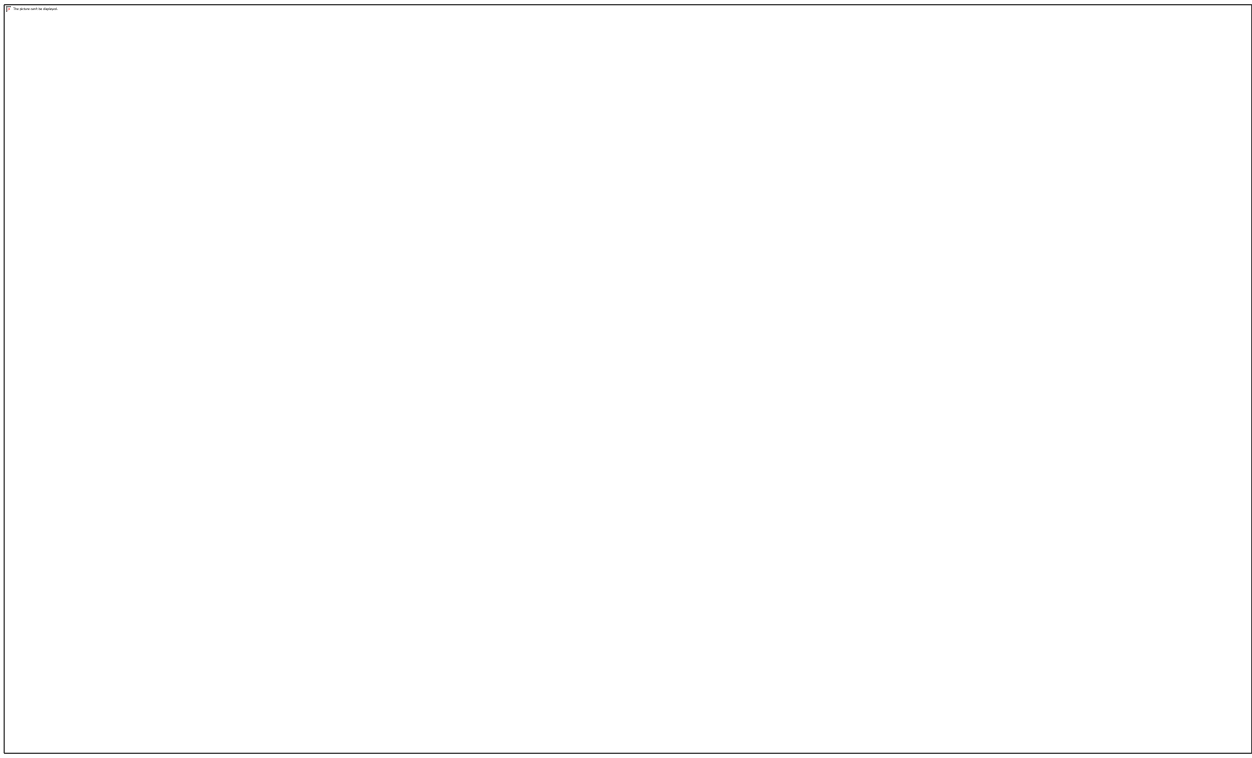
5. See Section 15-2.4-7 special requirements for Multi-Unit Dwellings.

I. **SIDE SETBACK EXCEPTIONS**. The Side Setback must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide and projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a Side Setback of at least five feet (5') or greater.
2. Chimneys not more than five feet (5') wide and projecting not more than two feet (2') into the Side Setback. Only permitted on Lots with a Side Setback of at least five feet (5') or greater.
3. Window wells not exceeding the minimum International Residential Code (IRC) or International Building Code (IBC) requirements for egress may extend not more than four feet (4') into the Side Setback. Only permitted on Lots with a minimum required Side Setback of five feet(5') or greater. Should egress requirements be met within the building pad, no Rear Setback exception is permitted.

4. Roof overhangs and eaves projecting not more than two feet (2’) into the Side Setback. Only permitted on Lots with a Side Setback of at least five feet (5') or greater.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6”) beyond the main Structure to which they are attached.
6. Fences, walls and retaining walls as permitted in Section 15-4-2 Fences and Retaining Walls.
7. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30”) in height above Final Grade, not including any required handrail.
8. One (1) private or Shared Driveway leading to a garage or approved Parking Area. See Section 15-2.4-11 Parking Regulations for additional requirements.
9. Pathways and steps connecting to a City staircase or pathway.
10. Mechanical equipment (which must be screened), hot tubs, or similar Structures located at least three feet (3’) from the Side Lot Line.
11. Detached Accessory Buildings, not more than eighteen feet (18') in height, and including any free-standing Solar Energy Systems, located at least five feet (5') behind the front façade of the Main Building, maintaining a

minimum Side Setback of three feet (3'). See the following illustration:



J. **SNOW RELEASE**. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.

K. **CLEAR VIEW OF INTERSECTION**. No visual obstruction in excess of two feet (2') in height above road Grade shall be placed on any Corner Lot within the Site Distance Triangle. A reasonable number of trees may be allowed, if pruned high enough to permit automobile drivers an unobstructed view. This provision must not require changes in the Natural Grade on the Site.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Amended by Ord. 2020-42 on 9/17/2020

15-2.4-4 Existing Historic Buildings And/or Structures

Significant and Landmark Historic Sites that exceed the maximum Lot Area, and Historic Buildings and/or Structures that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway location standards are valid Non-Complying Structures. Additions to Historic Buildings and/or Structures are exempt from Off-Street parking requirements provided the addition does not create a Lockout Unit or an Accessory Apartment. Additions must comply with Building Setbacks, Building Footprint, driveway location standards and Building Height.

A. **EXCEPTION**. In order to achieve new construction consistent with the Historic District Design Guidelines, the Planning Commission may grant an exception to the Building Setback and driveway location standards for additions to Historic Buildings and/or Structures, including detached Garages:

   1. Upon approval of a Conditional Use permit, and
   2. When the scale of the addition and/or driveway is Compatible with the Historic Building and/or Structure, and
   3. When the addition complies with all other provisions of this Chapter, and
   4. When the addition complies with the adopted Building and Fire Codes, and

5. When the addition complies with the Design Guidelines for Historic Districts and Sites.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 13-42 on 10/17/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-42 on 9/17/2020

May 24, 2023

To: Planning Commission

Re: Land Management Code Amendment – Lot Combinations

Planning Commission,

I recently attended two public input meetings held by planning staff on this topic as part of a citizen group. I work in the "H" districts regularly as an architect and was not aware that the current code provisions regarding lot combinations were in question. So, my first question to staff was what are the issues and why are we here meeting on this topic. After 2 meetings I don't feel that these questions have been adequately answered. Staff seem to have been given marching orders and they are doing their best to come up with a solution to a problem I am not convinced exists.

The current LMC provides a great deal of flexibility when dealing with Lot combinations. It is not uncommon to see whole lot and lot fragments when dealing with plat amendments in the "H" zones. As an example, you recently approved an amendment at 1120 Empire. It is in the HR-1 zone and consists of two lots plus a fragment of a third. There is an existing non-historic home on the site. Applying the interim ordinance to this site just raises questions as to how an applicant might go about getting approval to combine these parcels. The home straddles all the parcels so any improvements to the home would require a plat amendment but the interim ordinance restricts this lot to the maximum allowed which would be two lots. The current code provided the flexibility to handle this amendment request with no issues.

A second example is my home on Upper Norfolk Ave. In the 1990's we did a remodel that required a plat amendment. The home straddles three lots so we did a lot combination to combine these lots. Shortly after this time we acquired an adjacent lot. So, we have the parcel that combines three lots and a fourth adjacent stand alone lot. We would like to combine this lot with the existing parcel at some point. Under the interim ordinance I would not be able to combine this lot. The stand alone lot is a fragment since the HRL zone requires a two-lot minimum. LMC encourages Lot combinations to eliminate fragments. Again, the current code offers the flexibility to clean up this situation. The proposed code change only offers questions and complications.

Old town lot configurations are generally complicated. Trying to apply a cookie cutter approach in an effort to simplify lot configurations and try to limit building mass with the proposed code change will only complicate the application process and take away property owners' current rights. The current code, that includes the design guidelines, has sufficient teeth to address massing that is in keeping with the intent of the general plan.

Please consider leaving the existing code regarding lot consolidation as is.

Thank you for your time and consideration.

Do not hesitate to contact me with any questions you might have.

Respectfully,

Jonathan DeGray, 105 Upper Norfolk Ave. 435-640-6914

Planning Commission
Staff Report

Subject: **Final Action and Public Notice**
Application: **PL-23-05649**
Author: **Planning Department**
Date: **September 27, 2023**
Type of Item: **Legislative – Land Management Code Amendment**

Recommendation

(I) Review the proposed Land Management Code amendments to align with changes to state code regarding public notice and to establish the Planning Commission as the Final Action authority for Condominium Plats, Plat Amendments, and Subdivisions; (II) hold a public hearing; and (III) consider forwarding a positive recommendation for City Council's consideration on October 26, 2023 as outlined in the draft Ordinance No. 2023-XX (Exhibit A).

Description

Applicant:	Planning Department
Location:	Citywide
Sections Amended:	15-1-8 Review Procedure Under the Code 15-1-12 Public Notice 15-1-21 Notice Matrix 15-2.1-6 Development on Steep Slopes 15-2.2-6 Development on Steep Slopes 15-2.3-6 Development on Steep Slopes 15-7-4 Authority 15-7-10 Enforcement 15-7.1-2 Procedure 15-7.1-4 General Procedure 15-7.1-6 Final Subdivision Plat 15-7.1-7 Signatures and Recording of the Plat 15-12-15 Review by Planning Commission
Reason for Review:	The Planning Commission reviews and recommends Land Management Code amendments to the City Council for Final Action[1]

LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § 15-15-1.

[1] LMC § 15-1-7

Summary

On June 21, 2023, the Planning Commission conducted a work session on Final Action and directed staff to amend the Land Management Code to:

- Shift Final Action authority for Condominium Plats, Plat Amendments, and Subdivisions from the City Council to the Planning Commission; and
- Shift administrative review of Steep Slope Conditional Use Permits from staff to the Planning Commission (Staff Report; Minutes, p. 14).

Additionally, staff included updates to the public notice requirements to align with Senate Bill 43 enacted by the Utah Legislature this year that eliminates the requirement for publication in a newspaper of general circulation for certain land use applications.

Analysis

(I) The proposed amendments establish the Planning Commission as the Final Action Authority of Condominium Plats, Plat Amendments, and Subdivisions.[2]

LMC § 15-7.1-3(B) requires a plat amendment for the "combining of existing subdivided Lots into one or more Lots or the amendment of plat notes or other platted elements including but not limited to easements, limits of disturbance boundaries or areas, building pads, and house size limitations." The LMC requires Planning Commission review[3] and recommendation to City Council for Final Action on plat amendments.[4]

> Plat amendments require a finding of Good Cause, defined in LMC § 15-15-1 as "[p]roviding positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

Utah Code § 10-9a-602 requires the Planning Commission to review and recommend subdivision ordinances for City Council adoption. However, Utah Code does not require the Planning Commission or City Council to be the land use authority for plat amendments and there is an opportunity for Planning Commission Final Action on plat amendments, with some potentially shifted to staff-level review.

The proposed amendments shift Final Action for plats from the City Council to the Planning Commission.

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[3] LMC § 15-7.1-2 *Procedure*
[4] LMC § 15-7-4 *Authority*

(II) The proposed amendments shift administrative Steep Slope Conditional Use Permit review from staff to the Planning Commission.

The Use tables within each Zoning District outline Allowed and Conditional Use review authority. Conditional Uses require Planning Commission review, a public hearing, and Final Action based on the sixteen Conditional Use criteria outlined in LMC § 15-1-10. The Planning team reviewed the Conditional Uses outlined in the LMC and does not recommend shifting any of the reviews to an administrative level at this time.

However, staff recommends amendments for Steep Slope Conditional Use Permits (SSCUPs). On January 29, 2019, the City Council adopted Ordinance No. 2019-07 approving an administrative SSCUP process for lots less than 3,750 square feet and Planning Commission review for those lots 3,750 square feet or larger.

In 2021, the Utah Legislature enacted H.B. 1003 *Government Building Regulation Amendments* (codified in Utah Code § 10-6-160(8)), which establishes what constitutes a complete building permit application for Single-Family Dwellings, Duplexes, and Townhomes and requires cities to complete the building permit review no later than 14 business days after submission of a complete building permit. If the City does not complete the building permit review within 14 business days, the applicant may request that the City complete the review within an additional 14 days from the day the applicant makes the request.[5] If the City does not complete the plan review within the outlined time, the applicant may move forward with plans stamped by a licensed architect or structural engineer.[6]

Additionally, the City may no longer require resubmittal of plans for a Single-Family, Duplex, or Townhome building permit application to address modifications for compliance.[7] Rather, the City may identify violations found in the plan that the City may enforce during construction.[8] The City may only require resubmittal of plans for Single-Family, Duplex, or Townhome plans "to address deficiencies identified by a third-party review of a geotechnical report or geological report."[9]

As a result, staff recommends Planning Commission Final Action for all SSCUPs to ensure necessary time to review and address any potential deficiencies of a geotechnical or geological report at the time of SSCUP review rather than to condition approvals to meet required standards at the time of building permit submittal.

(III) The proposed amendments update public noticing requirements to align with changes to the Utah Code.

[5] Utah Code § 10-6-160(3)
[6] Utah Code § 10-6-160(4)
[7] Utah Code § 10-6-160(5)(b)
[8] Utah Code § 10-6-160(a)
[9] Utah Code § 10-6-160(5)(c)

The Utah Legislature adopted S.B. 43 *Public Notice Requirements* this year and the proposed amendments align with the changes to state code:

- Public notice is no longer required to be published in a newspaper of general circulation
- Public notice for Land Management Code amendments, General Plan updates, and vacation of rights-of-way are updated to align with the 10-day public notice requirements

Department Review

The Planning Department and City Attorney's Office reviewed this report.

Exhibit

Exhibit A: Draft Ordinance 2023-XX

Draft Ordinance No. 2023-XX

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE TO SHIFT FINAL ACTION FOR PLATS FROM THE CITY COUNCIL TO THE PLANNING COMMISSION, TO REQUIRE PLANNING COMMISSION REVIEW FOR ALL STEEP SLOPE CONDITIONAL USE PERMITS, AND TO UPDATE PUBLIC NOTICE REQUIRMENTS TO ALIGN WITH SENATE BILL 43

WHEREAS, the Land Management Code implements the goals and policies of the General Plan in part to promote the health, safety, and welfare of the present and future inhabitants, to protect and enhance the vitality of the City's resort-based economy, and to protect or promote moderate income housing;

WHEREAS, the Planning Commission prioritized review of Final Action for Land Management Code amendments and on June 21, 2023, conducted a work session and recommended shifting plat Final Action from the City Council to the Planning Commission and shifting administrative Steep Slope Conditional Use Permits from staff to the Planning Commission;

WHEREAS, the Utah Legislature enacted Senate Bill 43 changing public notice requirements for certain land use applications and the proposed amendments align with the changes to the Utah Code;

WHEREAS, on September 27, 2023 the Planning Commission forwarded a _____ recommendation for City Council's consideration;

WHEREAS, on October 26, 2023 the City Council conducted a duly noticed public hearing;

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

SECTION 1. AMEND MUNICIPAL CODE OF PARK CITY LAND MANAGEMENT CODE TITLE 15. Municipal Code of Park City Title 15 Land Management Code Sections 15-1-8 Review Procedure Under the Code 15-1-12 Public Notice, 15-1-21 Notice Matrix, 15-2.1-6 Development on Steep Slopes, 15-2.2-6 Development on Steep Slopes, 15-2.3-6 Development on Steep Slopes, 15-7-4 Authority, 15-7-10 Enforcement, 15-7.1-2 Procedure, 15-7.1-4 General Procedure, 15-7.1-6 Final Subdivision Plat, 15-7.1-7 Signatures and Recording of the Plat, 15-12-15 Review by Planning Commission, as outlined in Attachment 1.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 26th day of October 2023.

PARK CITY MUNICIPAL CORPORATION

_____

Nann Worel, Mayor

Attest:

_____

City Recorder

Approved as to form:

_____

City Attorney's Office

ATTACHMENT 1

15-1-8 Review Procedure Under The Code

A. No Building Permit shall be valid for any Building project unless the plans for the proposed Structure have been submitted to and have been approved by the Planning, Engineering and Building Departments.

B. No new Use shall be valid on any Property within the City unless the Use is allowed.

C. No Subdivision shall be valid without [~~preliminary~~] approval of the Planning Commission [~~and final approval by the City Council~~] with all conditions of approval completed.

D. Proposals submitted to the Planning Department must be reviewed according to the type of Application filed. Unless otherwise provided for in this LMC, only one (1) Application per type, per Property, will be accepted and processed at a time.

E. The Planning, Engineering and Building Departments review all Allowed Uses, Administrative Lot Line Adjustments, Administrative Permits, and Administrative Conditional Use permits.

F. Projects in the Historic Districts and Historic Sites outside the Historic Districts are subject to design review under the Design Guidelines for Historic Districts and Historic Sites.

G. Conditional Uses and Master Planned Developments are initially reviewed by staff and submitted to the Planning Commission for review, final permitting and Final Action.

H. Subdivisions and Plat Amendments are initially reviewed by staff and submitted to the Planning Commission [~~who makes a recommendation to the City Council~~] for Final Action.

I. Variances, Special Exceptions, Non-Conforming Uses and Non-Complying Structures are reviewed by the Board of Adjustment.

J. No review may occur until all applicable fees have been paid. Final approval is not effective until all other fees including engineering fees have been paid, and following applicable staff review.

RECOMMENDATION (y) FINAL ACTION (X) and APPEAL (z)						
	Planning	Historic Preservation Board	Board of Adjustment	Planning Commission	City Council	Appeal Panel
Allowed Use	X					
Historic District Design Review	X		z			
Administrative Permits	X			z		

Conditional Use				X		z
Conditional Use Admin.	X			z		
Determination of Significance		X	z			
MPD				X		z
Determination of Non-Conforming Use and Non-Complying Structures	X		z			
Change of Non-Conforming Use			X			
Historic Preservation Board for Material		X	z			

Deconstruction						
Plat Amendment				[~~y Recommendation to CC~~] X	[~~X~~]	
Variance		X				
Subdivision and Condominium Plats				[~~y Recommendation to CC~~] X	[~~X~~]	
Annexation and Zoning				y Recommendation to CC	X	
Zoning Appeal			X			
LMC Amendments				y Recommendation to CC	X	

15-1-12 Notice

All notice of public hearing, unless otherwise specified in this Code or State law, must be provided in accordance with this Section and must state the general nature of the proposed action; describe the land affected; and state the time, place, and date of the

hearing. Once opened, the hearing may be continued, if necessary, without republication of notice until the hearing is closed. Notice shall be given according to Section 15-1-21 Notice Matrix and as follows:

A. **POSTED NOTICES**. The Planning Department must post notice on the Property affected by the Application and as further specified in Section 15-1-21 Notice Matrix.

B. **PUBLISHED NOTICE**. Published notice shall be given by publication [~~in a newspaper having general circulation in Park City~~] on the City website and by publication on the Utah Public Notice Website, as further specified in Section 15-1-21 Notice Matrix.

C. **MAILED NOTICE**. Pursuant to Section 15-1-21 Notice Matrix for required or courtesy mailed notice to adjacent and surrounding Property Owners, and to Affected Entities, the Applicant must provide the Planning Department with an electronic list of each Property Owner of record of each Parcel located entirely or partly within the distance designated by Application type in Section 15-1-21 from all Property Lines of the subject Property, and as further specified in Section 15-1-21 Notice Matrix. The addresses for Property Owners must be as shown on the most recently available Summit County tax assessment rolls. If the Property that is the subject of the Application is a Condominium, the Owners Association is sufficient in lieu of the address for each unit Owner. For courtesy mailed notice that is not a legal requirement per Utah Code, for specific actions and noted herein, and further specified in Section 15-1-21 Notice Matrix, any defect in such courtesy mailed notice shall not affect or

invalidate any hearing or action by the City Council or any Board or Commission.

D. **APPLICANT NOTICE**. For each land Use Application, the Planning Department must notify the Applicant of the date, time and place of each public hearing and public meeting to consider the Application and of any Final Action on the pending Application. A copy of each Staff report regarding the Applicant or the pending Application shall be provided to the Applicant at least three (3) business days before the public hearing or public meeting. If the requirements of this Subsection are not met, an Applicant may waive the failure so that the Applicant may stay on the agenda and be considered as if the requirements had been met.

E. **EFFECT OF NOTICE**. Proof that notice was given pursuant to this Section is prima facie evidence that notice was properly given. If notice given under authority of this Section is not challenged as provided for under State law within thirty (30) days after the date of the hearing or action for which the challenged notice was given, the notice is considered adequate and proper.

F. **OWNERS ASSOCIATION REGISTRATION AND NOTIFICATION**.

1. **REGISTRATION**. Owners associations desiring notice of requests for Building Permits within their boundaries must file written registration annually with the Park City Building Department and pay an annual fee of fifty dollars ($50.00). The registration must consist of a copy of the Owners association's Utah State Business or corporate registration and the names, addresses including post office box numbers, and

telephone numbers of at least three (3) authorized representatives of the Owners association and a notarized statement certifying that these individuals are the authorized representatives of said association.

Associations not registered with the City will not be included in the published list of Owners associations and do not receive notice of Building Permit requests prior to their issuance.

Any change(s) in the above information must be forwarded in writing to the Building Department within ten (10) days of the change.

2. **NOTICE**. Prior to, or at the time of Application for a permit for any Development, the Applicant must file with the City evidence of notification to the appropriate registered Owners association(s). Acceptable evidence of notification shall be the following:
    a. the properly executed notice form, as approved by the City; or
    b. a signed return receipt from a certified letter posted to the registered association representative, with a copy of the notice form approved by the City.

3. **CITY NOT PARTY TO DISPUTES**. The City is not the arbiter of disputes between an Applicant and an Owners association. Nothing herein shall be interpreted to require Owners association consent prior to City Final Action. This notice is courtesy notice only.

G. **NOTICE FOR AN AMENDMENT TO PUBLIC IMPROVEMENTS.** Prior to implementing an amendment to adopted specifications for public improvements that apply to Subdivisions or Development, the City shall give thirty (30) days mailed notice and an opportunity to comment to anyone who has requested the notice in writing.

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 02-57 on 12/19/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-34 on 7/9/2020

Amended by Ord. 2022-16 on 5/26/2022

15-1-21 Notice Matrix

NOTICE MATRIX (See Section 15-1-12 for specific notice requirements)			
ACTION:	**POSTED [~~(ON THE CITY WEBSITE OR IN AT LEAST~~**	**MAILING:**	**PUBLISHED [~~(IN A NEWSPAPER OF GENERAL~~**

	~~THREE (3) PUBLIC PLACES~~] IN A PUBLIC LOCATION WITHIN THE CITY:		~~CIRCULATION WITHIN~~] (ON THE CITY WEBSITE AND ON THE UTAH PUBLIC NOTICE WEBSITE):
ZONING AND REZONING	[~~14~~] 10 days prior to the first hearing before Planning Commission and City Council in the area to be zoned or rezoned. Any subsequent hearings shall be posted at least 24 hours	Required mailing [~~14~~] 10 days prior to the first hearing to each resident in the area to be zoned or rezoned Affected Entity and to each Property Owner whose property is at least partially within	[~~14~~] 10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be so published at least 24 hours prior to hearing.

	prior to hearing.	the area to be zoned or rezoned.	
LMC AMENDMENTS	[~~14~~] 10 days prior to the first hearing before Planning Commission and City Council in a place reasonably likely to be seen residents. Any subsequent hearings shall be posted at least 24 hours prior to hearing.	Required mailing [~~14~~] 10 days prior to first hearing to each Affected Entity and to each resident and Property Owner in the area directly affected by the amendments.	[~~14~~] 10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be so published at least 24 hours prior to hearing.
GENERAL PLAN AMENDMENTS	[~~14~~] 10 days prior to the first	Required mailing [~~14~~] 10	[~~14~~] 10 days prior to the first

	hearing before Planning Commission and City Council in a place reasonably likely to be seen by residents. Any subsequent hearings shall be posted at least 24 hours prior to hearing.	days prior to first hearing to each Affected Entity.	hearing before the Planning Commission and City Council.
MASTER PLANNED DEVELOPMENTS (MPD)	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing.

APPEALS OF PLANNING DIRECTOR, HISTORIC PRESERVATION BOARD, OR PLANNING COMMISSION DECISIONS OR CITY COUNCIL CALL-UP AND RECONSIDERATION	14 days prior to the date set for the appeal, reconsideration, or call-up hearing (See Section 15-1-18).	Courtesy mailing 14 days prior to the appeal, reconsideration, or call-up hearing, to all parties who received mailed notice for the action being appealed (See Section 15-1-18).	14 days prior to the date set for the appeal, reconsideration, or call-up hearing (See Section 15-1-18).
CONDITIONAL USE PERMIT	14 days prior to the first hearing before the Planning Commission.	Courtesy mailing 14 days prior to the first hearing before the Planning Commission, to property Owners within 300 ft.	No published notice required.

ADMINISTRATIVE CONDITIONAL USE PERMIT	10 days prior to Final Action.	Courtesy mailing 10 days prior to Final Action, to adjacent Property Owners.	No published notice required.
ADMINISTRATIVE PERMIT	10 days prior to Final Action.	Courtesy mailing 10 days prior to Final Action, to adjacent affected Property Owners.	No published notice required.
VARIANCE REQUESTS, NON-CONFORMING USE MODIFICATIONS AND APPEALS TO BOARD OF ADJUSTMENT	14 days prior to the first hearing before the Board of Adjustment.	Courtesy mailing 14 days prior to the first hearing before the Board of Adjustment, to owners within 300 ft.	14 days prior to the first hearing before the Board of Adjustment.

CERTIFICATE OF APPROPRIATENESS FOR DEMOLITION (CAD)	45 days on the Property upon refusal of the City to issue a CAD; 14 days prior to the first hearing before the CAD Hearing Board.	Courtesy mailing 14 days prior to the first hearing before the Historic Preservation Board, to Property Owners within 300 ft.	14 days prior to the first hearing before the Historic Preservation Board.
DETERMINATION OF SIGNIFICANCE	14 days prior to the first hearing before the Historic Preservation Board.	Courtesy mailing 14 days prior to the first hearing before the Historic Preservation Board to property owners within 100 feet.	14 days prior to the first hearing before the Historic Preservation Board.
HISTORIC PRESERVATION BOARD REVIEW FOR	14 days prior to the first hearing before	Courtesy mailing 14 days prior to the first	14 days prior to the first hearing before

MATERIAL DECONSTRUCTION	the Historic Preservation Board.	hearing before the Historic Preservation Board to property owners within 100 feet.	the Historic Preservation Board.
HISTORIC DISTRICT OR HISTORIC SITE DESIGN REVIEW	First Posting: The Property shall be posted for a 14 day period once a Complete Application has been received. The date of the public hearing shall be indicated in the first posting. Other posted legal notice not required.	First Courtesy Mailing: To Property Owners within 100 feet once a Complete Application has been received, establishing a 14 day period in which written public comment on the Application may be taken. The date of the	If appealed, then once 14 days before the date set for the appeal.

	Second Posting: For a 30 day period once the Planning Department has determined the proposed plans comply or does not comply with the Design Guidelines for Historic Districts and Historic Sites. Other posted legal notice not required.	public hearing shall be indicated. Second Courtesy Mailing: To Property Owners within 100 feet and individuals who provided written comment on the Application during the 14 day initial public comment period. The second mailing occurs once the Planning Department determines	

		whether the proposed plans comply or do not comply with the Design Guidelines for Historic Districts and Historic Sites and no later than 45 days after the end of the initial public comment period. This establishes a 30 day period after which the Planning Department's decision may be appealed.	

ANNEXATIONS	Varies, depending on number of Owners and current State law. Consult with the Legal Department.		
TERMINATION OF PROJECT APPLICATIONS	- - - - - - - - - -	Required mailing to Owner/Applicant and certified Agent by certified mail 14 days prior to the Planning Director's termination and closure of files.	- - - - - - - - - - - -
LOT LINE ADJUSTMENTS: BETWEEN 2 LOTS WITHOUT A PLAT AMENDMENT	10 days prior to Final Action on the Property. Other posted legal notice not required.	Courtesy mailing to Property Owners within 300 ft. at time of initial Application for Lot line adjustment.	No published notice required.

		Need consent letters, as described on the Planning Department Application form, from all adjacent Owners.	
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATIONS	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission and City Council.
CONDOMINIUM PLATS	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission and City Council.

CONDOMINIUM PLAT AMENDMENTS	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission and City Council.
SUBDIVISION PLAT AMENDMENTS	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission and City Council.
IMPLEMENTING AN AMENDMENT TO ADOPTED SPECIFICATIONS FOR PUBLIC IMPROVEMENTS THAT APPLY TO A SUBDIVISION OR DEVELOPMENT		The City shall give a thirty (30) day mailed notice and an opportunity to comment to anyone who has requested	

		the notice in writing.	
VACATING OR CHANGING A PUBLIC STREET, RIGHT-OF-WAY, OR EASEMENT	[~~14~~] 10 days prior to each hearing before the City Council on or [~~near~~] adjacent to the Street, Right-of-Way, or easement or in a [~~manner~~] public location that is [~~calculated to alert the public~~] reasonably likely to be seen by persons who are likely to be impacted.	Required mailing to each Property Owner of record of each Parcel or Lot that is accessed by the Public Street, Right-of-Way or easement and each Affected Entity at least [~~14~~] 10 days prior to the hearing before the City Council.	[~~14~~] 10 days prior to the hearing before the City Council.

EXTENSION OF APPROVALS	Posted notice shall be the same as required for the original application.	Mailed notice shall be the same as required for the original application.	Published notice shall be the same as required for the original application.

1) For all Applications, notice will be given to the Applicant of date, time, and place of the public hearing and public meeting to consider the Application and of any Final Action on a pending Application.

2) All notices, unless otherwise specified in this Code or by State law, must state the general nature of the proposed action; describe the land affected; and state the time, place and date of the hearing. Once opened, the hearing may be continued, if necessary, without re-publication of notice until the hearing is closed.

3) A copy of each Staff report regarding the Applicant, or the pending Application, shall be provided to the Applicant at least three (3) business days before the public hearing or public meeting.

4) If notice provided per this Section is not challenged within 30 days after the meeting or action for which notice is given, the notice is considered adequate and proper.

5) All days listed are the minimum number of days required.

Appendix A – Official Zoning Map (Refer to the Planning Department)

15-2.1-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. **Steep Slope Determination**.

1. A Steep Slope Conditional Use permit [~~or Administrative Conditional Use Permit~~] is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit [~~or Administrative Conditional Use Permit~~] is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.

3. A Steep Slope Conditional Use permit [~~or Administrative Conditional Use Permit~~] is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

~~B.~~ [~~Permits Required.~~

1. ~~On Lots with 3,750 square feet or less, an Administrative Conditional Use Permit shall be processed by the Planning Department.~~
2. ~~On Lots greater than 3,750 square feet, a Conditional Use Permit is required. The Planning Department shall review all Steep Slope Conditional Use permit Applications and forward a recommendation to the Planning Commission~~.]

C. Conditional Use Permit Criteria.

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.

3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. The project may include terraced retaining Structures if necessary to regain Natural Grade.
5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the ~~[Planning Director and/or]~~ Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The ~~[Planning Director and/or]~~ Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback

variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.

8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Director and/or Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.

9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HRL District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.1-5. The ~~[Planning Director and/or]~~ Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

15-2.2-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

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15-2.3-6 Development On Steep Slopes

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7. **SETBACKS**. The ~~[Planning Director and/or]~~ Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback

variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.

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Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

15-7-4 Authority

A. By authority of ordinance of the City Council of Park City, hereinafter referred to as "City Council", adopted pursuant to the powers and jurisdictions vested through Title 10, Chapters 3 and 9a, and Title 17, Chapter 27a of the Utah Code, as amended, and other applicable laws, statutes, ordinances, and regulations of the State of Utah, the City Council hereby [~~exercise~~] delegates the power and authority to review, approve, and disapprove plats for subdividing land within the corporate limits of Park City which show Lots, blocks, or Sites with or without new Streets or highways to the Planning Commission.

B. By the same authority, the [~~City Council~~] Planning Commission does hereby exercise the power and authority to pass and approve Development in Subdivisions, Re-subdivisions, or Lot Line Adjustments of land already recorded in the office of the County Recorder if such are entirely or partially undeveloped.

C. The plat, Subdivision, Re-subdivision or Lot Line Adjustment shall be considered to be void if:

1. the plat, Subdivision, Re-subdivision, or Lot Line Adjustment has been recorded with the County Recorder's office without a prior approval by the [~~City Council~~] Planning Commission, or in the case of a Lot Line Adjustment, its designated responsible official, or

2. the plat, Subdivision, Re-subdivision, or Lot Line Adjustment has been approved by the [~~City Council~~] Planning Commission where the approval has been granted more than three (3) years prior to granting a Building permit, on the partially or entirely undeveloped land and the zoning regulations, either bulk or Use, for the district in which the Subdivision is located, have been changed subsequent to the original final plat, Subdivision, Re-subdivision, or Lot Line Adjustment approval.

D. A Transfer of land pursuant to a void plat is voidable.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 2022-16 on 5/26/2022

15-7-7 Vacation, Alteration Or Amendment Of Plats

The City Council or Planning Commission may, on its own motion, or pursuant to a petition, consider and resolve at a public hearing any proposed vacation, alteration or amendment of a Subdivision plat, or any Street, Lot, alley or public Use Area contained in a Subdivision plat, as provided in Section 10-9a-608 through 10-9a-611 of the Utah Code as amended. If the amended plat is approved and recorded, the recorded plat shall vacate, supersede, and replace any contrary provision in a previously recorded plat on the same land. The recorded vacating ordinance shall replace a previously recorded plat described in the vacating ordinance.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2022-16 on 5/26/2022

15-7-10 Enforcement

It shall be the duty of the Planning Director to enforce these regulations and to bring to the attention of the City Attorney any violations or lack of compliance herewith.

1. No Owner, or Agent of the Owner, of any Parcel of land located in a proposed Subdivision, shall Transfer or sell any such Parcel before a plat of such Subdivision has been approved by the Planning Commission [~~and City Council~~] in accordance with the provisions of these regulations, and filed with the County Recorder.
2. The Subdivision of any Lot or any Parcel of land, by the Use of metes and bounds description for the purpose of sale, Transfer, or lease with the intent of evading these regulations, shall not be permitted. However, the City may approve metes and bounds descriptions for purposes of Lot Line Adjustments, resolving conflicting boundary descriptions, and the recombination of historically platted Properties located within either the Park City/Millsite or Snyder's Addition surveys. All such described Subdivisions shall be subject to all of the requirements contained in these regulations.
3. No Building Permit shall be issued for the construction of any Building or Structure located on a Lot or plat subdivided or sold in violation of the provisions of these regulations.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

15-7.1-2 Procedure

No land shall be subdivided within the corporate limits of Park City until:

1. The Owner, Applicant and/or Developer or [~~his\her~~] their Agent submit an Application for Subdivision to the Planning Commission through the Park City Planning Department;
2. The Planning Commission holds a public hearing and [~~makes a final recommendation to the City Council~~] approves the application; and
3. [~~Approval of the Subdivision is obtained by the Planning Commission and City Council, or approval by the Planning Director under proper authority; and~~]
4. The approved [~~Subdivision~~] Plat is filed with the County Recorder.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

15-7.1-4 General Procedure

A. **OFFICIAL SUBMISSION DATES**. At its discretion, the Planning Commission may waive one or more of the steps in the approval process by allowing the Applicant and Developer to combine the requirements of both preliminary and final Subdivision Plats into a single submittal. For the purpose of these regulations, for both major and minor Subdivisions, the date of the regular meetings of the Planning Commission at which the public hearings on final

approval of the Subdivision Plat, including any adjourned date thereof, is closed, shall constitute the official submittal date of the plat at which the statutory period required for formal approval or disapproval of the plat shall commence to run.

B. **PHASING PLAN REQUIRED**. All residential Subdivisions with more than twenty (20) Lots or Condominiums shall include a phasing plan, which specifies the timing of public improvements and residential construction.

1. **PHASING PLAN REQUIREMENTS**. A phasing plan shall include:
    a. The number of units or Parcels to be developed in each phase and the timing of each phase.
    b. The timing of construction of public improvements and Subdivision amenities to serve each phase.
    c. The relationship between the public improvements in the current Subdivision and contiguous land previously subdivided and yet to be subdivided.
2. **MASTER PLANNED DEVELOPMENT**. If the Subdivision is in an Area covered by an approved Master Planned Development, which has a phasing plan, the phasing plan for the Subdivision shall be consistent with the phasing plan for the Master Planned Development.
3. **REVISIONS**. An Applicant may request a revision of the phasing plan, which may be necessary due to such conditions as changing market conditions, inclement weather or other factors.

C. **COORDINATION OF MULTIPLE APPLICATIONS**. It is the intent of these regulations that Subdivision review be carried out simultaneously with the review

of Master Planned Developments. Required Applications shall be submitted in a form to satisfy both the requirements of the Subdivision regulations and Master Planned Development provisions of the Land Management Code. Any project falling within the Sensitive Lands Area Overlay Zone may be subject to additional requirements and regulations as outlined in the Sensitive Area Overlay Zone Regulations.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

15-7.1-6 Final Subdivision Plat

A. **APPLICATION PROCEDURE AND REQUIREMENTS**. Following approval of the Preliminary Plat, if necessary, the Applicant, if he wishes to proceed with the Subdivision, shall file with the Planning Department an Application for approval of a final Subdivision Plat. The Application shall:

1. Be made on forms available at the Planning Department and determined complete. A complete Application shall include all elements of the Subdivision and shall produce all information required by the Subdivision Application.
2. Include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to

the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

3. Include the entire Subdivision, or section thereof, which derives access from an existing state, county or local government highway.

B. **REVIEW OF FINAL SUBDIVISION PLAT**. The Planning Department staff shall schedule the Final Plat Application for review by the Development Review Committee, including officials or agencies of the local government, adjoining counties or municipalities, school and special districts, and other official bodies as it deems necessary or as mandated by law, including any review required by metropolitan, regional, or state bodies under applicable state or federal law.

The Planning Department shall request that all officials and agencies, to whom a request for review has been made, submit their report to the Staff. The Staff will consider all the reports submitted by the officials and agencies concerning the Final Subdivision Plat and shall submit a report for proposed action to the Planning Commission.

Once an Application is received, the Staff will work diligently to review the Application, as quickly as time and workload allows. The scale or complexity of a project or Staff workload may necessitate a longer processing period. In such

cases the Staff will notify the Applicant when an Application is filed as to the projected time frame.

C. **PLANNING COMMISSION ~~[AND CITY COUNCIL]~~ REVIEW OF FINAL SUBDIVISION PLAT**. The Planning Commission shall review the Final Subdivision Plat and the report of the Staff, taking into consideration requirements of the Land Management Code, the General Plan, and any Master Plan, site plan, or Sensitive Lands Analysis approved or pending on the Property. Particular attention will be given to the arrangement, location and width of Streets and their relation to sewerage disposal, drainage, erosion, topography and natural features of the Property, location of Physical Mine Hazards and Geologic Hazards, Lot sizes and arrangement, the further Development of adjoining lands as yet un-subdivided, requirements of the Preliminary Plat (if a Preliminary Plat was required), and requirements of the Official Zoning Map and Streets Master Plan, as adopted by the Planning Commission and City Council.

The Planning Commission shall make a finding as to Good Cause prior to ~~[making a positive recommendation to City Council]~~ taking Final Action.

1. The Planning Commission shall give notice pursuant to Section 15-1-12 ~~[of this Code]~~ and hold a public hearing on the proposed final Subdivision Plat before ~~[making its final recommendation to the City Council]~~ taking Final Action.
2. After considering the final Subdivision Plat and proposed ordinance, the Planning Commission shall ~~[recommend to the City Council approval or~~

~~disapproval~~] take Final Action [~~of the Subdivision Application~~] and set forth in detail any conditions to which the approval is subject, or the reasons for disapproval.

3. [~~The City Council may adopt or reject the ordinance either as proposed by the Planning Commission or by making any revision it considers appropriate.~~]
4. In the [~~final ordinance~~] Final Action the [~~City Council~~] Planning Commission shall stipulate the period of time when the Final Plat shall be recorded and when the performance Guarantee shall be filed or the required improvements installed, whichever is applicable. Provided, however, that no plats will be approved or released for recording until necessary Guarantees have been established in accordance with the Land Management Code. In no event shall the period of time stipulated by the [~~City Council~~] Planning Commission for completion of required improvements exceed two (2) years from the date of Final Action.
5. Extension of Approval. Applicants may request time extensions of the City Council approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The City Council may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical

changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.

D. **SUBMISSION AND REVIEW**. Subsequent to the [~~resolution~~] approval of the Planning Commission, one

1. paper copy of the construction plans, and one copy of the original Subdivision Plat on paper shall be submitted to the Planning Department for final review. No final approval shall be endorsed on the plat until the staff's review has indicated that all requirements of the ordinance have been met.

E. **VESTED RIGHTS**. Vesting for purposes of zoning occurs upon the filing of a complete Application provided, however, that no vested rights shall accrue to any plat by reason of preliminary or final approval until the actual signing of the plat by the [~~Chairman of the~~] Planning Commission Chair and the Mayor of Park City. All requirements, conditions, or regulations adopted by the Planning Commission [~~and City Council~~] applicable to the Subdivision or to all Subdivisions generally shall be deemed a condition for any Subdivision prior to the time of the signing of the Final Plat by the Chairman of the Planning Commission and Mayor. Where the Planning Commission [~~or Council~~] has required the installation of improvements prior to signing of the Final Plat, the Planning Commission [~~or Council~~] shall not unreasonably modify the conditions set forth in the final approval.

F. **LOT LINE ADJUSTMENT**S. The Planning Director may approve a Lot Line Adjustment between two (2) Lots without a plat amendment, within the corporate limits of Park City, if:

1. the Owners of both Lots demonstrate, to the satisfaction of the Planning Director that:
    a. no new developable Lot or unit results from the Lot Line Adjustment;
    b. all Owners of Property contiguous to the adjusted Lot(s) or to Lots owned by the Applicant(s) which are contiguous to the adjusted Lot(s), including those separated by a public Right-of-Way, consent to the Lot Line Adjustment;
    c. the Lot Line Adjustment does not result in remnant land;
    d. the Lot Line Adjustment, and resulting Lots comply with LMC Section 15-7.3 and are compatible with existing lot sizes in the immediate neighborhood;
    e. the Lot Line Adjustment does not result in violation of applicable zoning requirements;
    f. neither of the original Lots were previously adjusted under this section;
    g. written notice was mailed to all Owners of Property within three hundred feet (300') and neither any Person nor the public will be materially harmed by the adjustment; and

h. the City Engineer and Planning Director authorizes the execution and recording of an appropriate deed and Plat, to reflect that the City has approved the Lot Line Adjustment.

i. Extension of Approval. Applicants may request time extensions of the Lot Line Adjustment approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The Planning Director shall review all requests for time extensions of Lot Line Adjustments and may grant a one year extension.

Extension requests may be granted when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for Lot Line Adjustments in Section 15-1-12.

2. If, based upon non-compliance with Subsection (1), the Planning Director denies the Lot Line Adjustment, the Director shall inform the Applicant(s) in writing of the reasons for denial, of the right to appeal the decision to the Planning Commission, and of the right to file a formal plat amendment Application.

G. **COMBINATION OF ADJOINING CONDOMINIUM UNITS WITH A CONDOMINIUM PLAT**.

1. Subject to the condominium declaration, a unit owner after acquiring an adjoining unit that shares a common wall with the unit owner's unit and after recording an amended condominium record of survey plat in accordance with this Title, a unit owner may:
    a. remove or alter a partition between the unit owner's unit and the acquired unit, even if the partition is entirely or partly common areas and facilities; or
    b. create an aperture to the adjoining unit or portion of a unit.
2. A unit owner may not take this action if such action would:
    a. impair the structural integrity or mechanical systems of the building or either unit;
    b. reduce the support of any portion of the common areas and facilities or another unit;
    c. constitute a violation of Utah Code Section 10-9a-608, as amended, or violate any section of this code of the IBC.
3. Approval of a condominium plat amendment to combine units does not change an assessment or voting right attributable to the unit owner's unit or the acquired unit, unless the declaration provides otherwise.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2018-24 on 5/31/2018

15-7.1-7 Signatures And Recording Of The Plat

A. **SIGNING OF PLAT**.

1. When a Guarantee is required, the [~~Chairman of the~~] Planning Commission and Mayor shall endorse approval on the plat after the Guarantee has been approved by the City Council, or its administrative designee and all the conditions of the ordinance pertaining to the plats have been satisfied.
2. When installation of improvements prior to plat recordation is required, the Chairman of the Planning Commission and Mayor shall endorse approval on the plat after all conditions of the [~~ordinance~~] approval have been satisfied and all improvements satisfactorily completed. There shall be written evidence that the required public facilities have been installed in a manner satisfactory to the City as shown by a certificate signed by the City Engineer and City Attorney that the necessary dedication of public lands and improvements has been accomplished.
3. The plat shall be signed by the City Engineer, City Attorney and the City Recorder, if the plat meets the requirements herein.
4. The plat shall conform to City ordinances and be approved by the culinary water authority, the sanitary sewer authority, the County GIS Coordinator/Addressing Authority, and the local health department, if the

local health department and the City consider the local health department's approval necessary.

5. The City may withhold an otherwise valid plat approval until the Owner of the land provides the City [~~Council~~] with a tax clearance indicating that all taxes, interest, and penalties owing on the land have been paid.
6. A Subdivision Plat recorded without the required signatures is void.

B. **SUBMISSION OF PLAT TO THE UTAH AUTOMATED GEOGRAPHIC REFERENCE CENTER.** Staff shall submit an approved plat to the Utah Automated Geographic Reference Center within thirty (30) days of the date of [~~City Council~~] Planning Commission approval to provide data for the unified statewide 911 emergency database.

C. **RECORDING OF PLAT**. It shall be the responsibility of the Developer's licensed title company to file the original Mylar plat with the County Recorder within thirty (30) days of the date of signature. Simultaneously with the filing of the plat, the licensed title company shall record the agreement of dedication together with such legal documents as shall be required to be recorded by the City Attorney.

D. **SECTIONALIZING MAJOR SUBDIVISION PLATS**. Prior to granting final approval of a Major Subdivision Plat, the Planning Commission [~~and City Council~~] may permit the plat to be divided into two (2) or more sections and may impose such conditions upon the filing of the sections as it may deem necessary to assure the orderly Development of the plat. The Planning Commission [~~and City Council~~] may require that the performance Guarantee be in such amount as is commensurate with the section or sections of the plat to be filed and may defer

the remaining required performance Guarantee principal amount until the remaining sections of the plat are presented for filing. The Developer may also file irrevocable offers to dedicate Streets and public improvements only in those sections submitted to be filed and defer filing offers of dedication for the remaining sections until such sections, subject to any additional conditions imposed by the Planning Commission, and offers shall be granted concurrently with final approval of the balance of the plat. The approval of all remaining sections not filed with the County Recorder shall automatically expire unless such sections have been approved for filing by the Planning Commission, all fees paid, all instruments and offers of dedication submitted and performance Guarantees approved and actually filed with the County Recorder within one (1) year of the date of final Subdivision approval of the Subdivision Plat. See Section 15-7.1-6 of these regulations.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2020-15 on 3/5/2020

15-12-15 Review By Planning Commission

A. General planning and review of specific Development projects by the Planning Commission shall be divided into the following functions:

1. City General Plan and General Plan amendments review and recommendation to City Council;
2. Annexation and zoning review with recommendation to City Council;
3. Land Management Code and re-zoning review with recommendation to City Council;
4. Subdivision approval [~~with recommendation to City Council~~];
5. Master Planned Development and Affordable Master Planned Development approval;
6. Conditional Use permit ratification of findings of fact, conclusions of law and conditions of approval, if applicable;
7. Consent agenda items;
8. Review of appeals of Planning Director Final Action on land use applications;
9. Subdivision and Condominium plat and plat amendment review [~~with recommendation to City Council~~];
10. Sensitive Lands review; and
11. Extension of Conditional Use permit and Master Planned Development approvals.

B. The scope of review for each of these functions is as follows:

1. **CITY GENERAL PLAN REVIEW**. The Planning Commission shall have the primary responsibility to initiate and update the City General Plan, including planning for adequate Streets and utilities, parks, trails, recreation facilities, housing, and open space. The Commission shall

consider long-range zoning and land use objectives, protection of Sensitive Lands, and shall conduct periodic review of existing plans to keep them current.

2. **ANNEXATION REVIEW**. The Commission shall review all annexation requests according to the Utah State Code regarding annexations, including Section 10-2-401.5, regarding adoption of an annexation policy plan, and shall make a recommendation to City Council for action. The Commission shall recommend zoning on land to be annexed.
3. **LAND MANAGEMENT CODE AND REZONING REVIEW**. The Commission shall initiate or recommend zone changes and review the Land Management Code Development standards within zones. The Commission shall hear all requests for zone changes and forward a recommendation to City Council for action. The Commission shall have the primary responsibility to review amendments to the Land Management Code and shall forward a recommendation to the City Council.
4. **SUBDIVISION APPROVAL**. The Planning Commission shall review all applications for Subdivisions under the provisions of the [~~Park City Subdivision Control Ordinance in Section~~] Chapter 15-7 [~~15, Chapter 7~~].
5. **MASTER PLANNED DEVELOPMENT AND AFFORDABLE MASTER PLANNED DEVELOPMENT APPROVAL**. The Planning Commission shall review proposals for Master Planned Development pursuant to Chapter 15-6 and Affordable Master Planned Development pursuant to Chapter 15-6.1.

6. **RATIFICATION OF CONDITIONAL USE PERMITS**. The Planning Commission has the authority to review and ratify or overturn all actions of the Planning Department regarding Conditional Use permits. In reviewing requests for Conditional Use permits, the Commission shall consider the Conditional Use process and review criteria as stated in Section 15-1-10. In approving or denying a Conditional Use permit the Commission shall ratify and include in the minutes of record the findings of fact, conclusions of law, and conditions of approval, if applicable, upon which the decision to approve or deny was based.
7. **CONSENT AGENDA ITEMS**. The following items may be placed on the consent agenda, if the Application is uncontested, or if a public hearing has already been conducted and has been closed by formal action of the Planning Commission:
    1. Conditional Use permits, including Steep Slope Conditional Use permits;
    2. Plat and plat amendment approvals;
    3. Requests for time extensions of Conditional Use permit, Master Planned Development, and plat approvals;
    4. Other items of a perfunctory nature, which the Chair directs the Department to place on the consent agenda for action.

    All items on the consent agenda shall be passed or denied by a single motion at the Commission meeting, unless a motion to remove a specific item is made. If a member of the public or a member of the Planning

Commission requests a public hearing on a consent agenda item, then the item shall be removed from the consent agenda. When an item is removed from the consent agenda, it shall be acted on at the same meeting at which the removal occurs, unless the Applicant requests the item be continued in order to prepare additional information to respond to the Commissions concerns.

8. **REVIEW OF APPEALS OF THE PLANNING STAFF'S FINAL ACTION ON A LAND USE APPLICATION**. See Section 15-1-18.

9. **SUBDIVISION AND CONDOMINIUM PLAT AND PLAT AMENDMENT REVIEW**. The Commission shall review all plats affecting land within the City limits or annexations to the City, according to [~~Section 15-7~~] Chapter 15-7. The scope of review on plat approval is limited to finding substantial compliance with the provisions of the state statute on recording of plats, and that all previously imposed conditions of approval, whether imposed by the Staff or the Commission have been satisfied.

Upon finding that the plat is in compliance with the state statute, and that conditions of approval have been satisfied, the plat must be approved. [~~The City Engineer, City Attorney, City Recorder, City Council, and Mayor shall all review the plat as required by statute before recording. Plats may be approved on the consent agenda.~~]

10. **SENSITIVE LANDS REVIEW**. Any project falling within the Sensitive Lands Area Overlay Zone is subject to additional requirements and

regulations as outlined in the Sensitive Area Overlay Zone Regulations, Chapter 15-2.21.

11. **EXTENSION OF CUP AND MPD APPROVAL**. See Sections 15-1-10(G) and 15-6-4(J) [~~extension of Conditional Use Permit, Section 15-1-10(G) and MPD Section 15-6-4(H), Length of Approval~~].

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-35 on 6/8/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-11 on 4/1/2010

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 2018-24 on 5/31/2018

Amended by Ord. 2022-16 on 5/26/2022

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