



**PARK CITY PLANNING COMMISSION MEETING  
SUMMIT COUNTY, UTAH  
July 10, 2024**

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

**MEETING CALLED TO ORDER AT 5:30 PM.**

- 1. ROLL CALL**
- 2. MINUTES APPROVAL**
- 3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES**
  - 3.A. **Planning Commission Chair Election** – Pursuant to Land Management Code Section 15-12-6, the Planning Commission Will Elect One of Its Members to Serve as Chair for a Term of One Year.
  - 3.B. Accessory Uses in Master Planned Development Task Force Update
  - 3.C. Planning Commission Liaisons and Potential Special Meetings
- 4. PUBLIC COMMUNICATIONS**
- 5. CONTINUATIONS**
  - 5.A. **176 Main Street – Plat Amendment** – The Applicant Proposes to Create One Lot from a Metes and Bounds Parcel in the Historic Residential - 2 Zoning District. PL-24-06085  
(A) Public Hearing; (B) Continue to August 28, 2024
  - 5.B. **218 Sandridge Avenue – Steep Slope Conditional Use Permit** – The Applicant Proposes an Addition to a Significant Historic Structure on a Steep Slope in the Historic Residential – 1 Zoning District. PL-24-06059 (2 mins.)  
(A) Public Hearing; (B) Continue to August 14, 2024
  - 5.C. **741 Rossie Hill Drive – Conditional Use Permit** – The Applicant Requests a Nightly Rental Conditional Use Permit in the Historic Residential Low-Density (HRL) Zoning District. PL-24-06044 (2 mins.)  
(A) Public Hearing; (B) Continue to August 14, 2024

## 6. WORK SESSION

- 6.A. The Planning Commission Will Hold a Work Session to Discuss and Provide Feedback to the Park City Bike & Pedestrian Plan, Being Led by the Transportation Planning Department, to Improve Citywide Walking and Biking

## 7. REGULAR AGENDA

- 7.A. **1529 Lakeside Circle – Condominium Plat Amendment** – The Applicant Proposes a 612-Square-Foot Addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. PL-24-06110 (15 mins.)  
(A) Public Hearing; (B) Action
- 7.B. **445 Park Avenue – Plat Amendment** – The Applicant Proposes to Create One Lot from Two Lots in the Historic Residential - 1 Zoning District. PL-24-06104 (20 mins.)  
(A) Public Hearing; (B) Action
- 7.C. **1328 Park Avenue – Subdivision** – The Applicant Proposes to Create One Lot of Record from One Metes-and-Bounds Parcel Located within the Historic Residential-Medium Density Zoning District. PL-24-06157 (20 mins.)  
(A) Public Hearing; (B) Action
- 7.D. **49 Silver Strike Trail – Condominium Plat Amendment** – The Applicant Proposes to Modify Plat Note Number Three of the Belles At Empire Pass Condominium Plat. PL-23-05925 (20 mins.)  
(A) Public Hearing; (B) Action

## 8. 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](mailto:planning@parkcity.org) at least 24 hours prior to the meeting.

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

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



# Planning Commission Staff Communication



**Subject:** Accessory Uses in  
Master Planned Developments  
**Author:** Rebecca Ward, Planning Director  
**Date:** July 10, 2024  
**Type of Item:** Informational

## Summary

This Staff Communication provides an update on the task force established to review and recommend amendments regarding Accessory Uses in Master Planned Developments. A similar Staff Communication will be presented to the City Council on August 15, 2024.

## Background

The Planning Commission prioritized amendments to Land Management Code (LMC) [Section 15-6-8](#) regarding Accessory Uses—those uses that do not count toward density—associated with Master Planned Developments. The Commission recognized the need to refine these regulations through the review of several projects to establish more predictability in future developments, and to refine and update the regulations.

There are three types of Accessory Uses addressed in the LMC: Support Commercial, Residential Accessory Uses, and Resort Accessory Uses. The Planning Commission conducted several work sessions and public hearings on code amendments:

- February 8, 2023 ([Packet](#), Item 7.A; [Minutes](#), p. 21)
- March 22, 2023 ([Packet](#), Item 7.H; [Minutes](#), p. 44)
- April 12, 2023 ([Packet](#), Item 6.F; [Minutes](#), p. 18)

On April 12, 2023, the Planning Commission unanimously forwarded recommended code amendments to the City Council. The proposed amendments:

- **Updated Support Commercial Uses, those uses oriented toward the internal circulation of a development to serve residents or users**
  - Limited signage and marketing to interior spaces
  - Shifted meeting spaces to a Use rather than a bonus
  - Limited to a Hotel under one ownership
  - Captured affordable housing obligations for employees generated
  - Established a maximum square footage
  - Prohibited Conventional Chain Businesses
- **Clarified Residential Accessory Uses, those back-of-house uses and administration facilities for residents of Nightly Rental condominiums or hotels**
  - Limited these to functional spaces and defined these spaces
  - Added Child Care Facilities and extra bike storage to allowed exceptions

- **Refined Resort Accessory Uses, back-of-house uses and accessory uses**
  - Captured affordable housing obligations and parking and traffic impacts
  - Removed uses required for business operations like administration
  - Removed terms like “instruction facilities” that could be broadly interpreted
- Tied Resort Support Commercial Uses to approved Master Planned Developments in the Recreation and Open Space Zoning District to align with other Zoning Districts

The City Council conducted several public hearings:

- April 27, 2023 ([Packet](#), New Business Item 3; [Minutes](#), p. 18)
- June 12, 2023 ([Packet](#), Old Business Item 1; [Minutes](#), p. 2)
- August 22, 2023 ([Packet](#), Old Business Item 1; [Minutes](#), p. 9)
- September 28, 2023 ([Packet](#), Old Business Item 2; [Minutes](#), p. 7)

The City Council unanimously denied [the proposed Ordinance](#) and requested the formation of a task force—established by the Mayor—to review the proposed amendments and to address the following questions:

- (1) What is the purpose of the amendments?
- (2) What are the financial implications?
- (3) What type of development do the amendments incentivize/disincentivize?
- (4) What is the purpose of the footnote connecting Resort Support Commercial to an approved Master Planned Development?

The Mayor formed an 8-member task force, including Alexandra Horst, Vail Resorts; Doug Clyde, private planning practitioner and 30 years in ski resort operation and management; Brianna Callaway, local resident and Google Fiber; Molly Wilden, Lisman Studio; Chris Conabee, Summit County Planning Commissioner and local real estate developer; Jan Wilking, former Park City Councilmember and commercial real estate broker; Gary Crandall, local resident and real estate developer; and Rick Shand, Planning Commissioner liaison.

The task force met on December 7, 2023, January 18, 2024, February 22, 2024, and April 3, 2024, and drafted a memo outlining their responses to the Council’s four questions, as well as recommendations (Exhibit A).

## Executive Summary

### *Introduction*

On September 28, 2023 the Park City Council requested a task force be formed to review Draft Ordinance No. 2023-17 after public feedback and answer four questions:

- (1) What is the purpose of the amendments?
- (2) What are the financial implications?
- (3) What type of development do the amendments incentivize/disincentive?
- (4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

A committee of community members from various backgrounds was formed to recommend revisions.

### *Overall Notes:*

- (1) What is the purpose of the amendments?

It appears that the amendments were a way to reduce and define MPD usage of commercial, meeting space and resort support space.

- (2) What are the financial implications?

The Committee believes the current code is beneficial as written. The Committee feels that the current MPD allocation of 5% Commercial and 5% Meeting Space has served the community well in reducing traffic and creating needed ancillary space for businesses to service Master Planned Developments. In the past, the Planning Commission and Council have used a combination of the two usages to allow MPDs more flexibility in rightsizing commercial. The Committee supports the discretion for increasing commercial from meeting space (and vice versa) up to 10%. The Committee believes these uses reduce traffic and provide value for MPDs.

- (3) What type of development do the amendments incentivize/disincentive?

The Committee believes the amendments incentivized those who wish to minimize growth of commercial within MPDs and disincentivized resort operations. The Committee found that the code was written to support resort development and suggests that the MPD code is not the correct way to control future resort growth. The Committee found that resort growth should be supported so local resorts can remain competitive nationally and internationally.

(4) What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?

The Committee found that the purpose of the footnote was to attempt to apply consistent standards across all different zoning districts and the inclusion of the footnote effectively undermined the distinctive nature of each district.

### *Findings*

These findings summarize the recommendations of the committee.

- Leave the current code as is prior to the recommendations originally proposed by the Planning Department with a few exceptions:
  1. Define “resort accessory use” and add to the master planned development (MPD) code.
    - a. The Committee found that resort operations such as ski school, dining, and back of house are support functions for a viable skier experience.
  2. Clarification as it relates to affordable housing and traffic.
    - a. Update “Residential Accessory Uses” to include: child care facilities and enclosed bike storage.
    - b. Update “Resort Accessory Uses” to include: public and employee child care facilities.
    - c. Keep affordable housing clarification in the MPD process.
    - d. The process for reviewing traffic impacts is being updated with the assistance of Lisa Wise Consulting. This will create consistent guidelines for use by the Planning Commission and City.
      - i. The committee consensus was that traffic reviews should be done without bias and enforced through the MPD and subsequent Planning Commission reviews.
- What is the purpose of the footnote connecting Resort Support Commercial to approved Master Planned Developments?
  1. Recommend removal of Footnote 6 from Section 15-2.7-2 of Draft Ordinance No. 2023-17.
  2. Recommended that the definition of “resort support commercial” should be clarified.
- General Findings:
  - a. The existing Code works.
  - b. Major changes to the existing code would result in increased traffic and potential devaluation of the resort guest experience.

- c. The following uses should be added to Resort Accessory Use;
  - i. Child care
  - ii. Affordable housing
  - iii. Dining
  - iv. Ski school
  - v. Bike storage
- d. Latitude for increases above 5% but limited to 10% for commercial usage and meeting space should be at the discretion of the Planning Commission and Council as each project will have differing needs to accommodate guests based on locality (for example, Empire Pass vs. Old Town).

# Planning Commission Staff Communication



**Subject:** Bonanza Park Implementation Liaisons  
General Plan Liaisons  
Special Meetings  
**Author:** Rebecca Ward, Planning Director  
**Date:** July 10, 2024  
**Type of Item:** Informational

## Summary

This Staff Communication requests Planning Commission liaisons for the implementation of the Bonanza Park Small Area Plan and the comprehensive update to the General Plan, and Commission discussion regarding special meetings the third Wednesday of the month in October, November, and December.

## Liaisons

Pending adoption of the Bonanza Park Small Area Plan by Council on July 11, staff requests Commission liaisons for the implementation of the plan in the following areas:

- Multi-Modal Transportation and Parking
- Neighborhood Design Guidelines, Arts, and Culture
- Allowed Uses, including Commercial Uses, Nightly Rentals, Conventional Chain Business regulations, and incentives for Local Businesses
- Parks and Open Space
- Affordable, Attainable, and Market-Rate Housing
- Sustainability

For the General Plan process, staff requests Commission liaisons to participate in the planning process regarding:

- Historic Preservation
- Multi-Modal Transportation and Parking
- Open Space, Trails, and the City's Annexation Expansion Area Boundary
- Affordable and Attainable Housing
- Quinn's Junction Neighborhood
- Sustainability and Water

Staff also requests at least one Commissioner be appointed as the General Plan liaison.

## Special Meetings

Deer Valley submitted the revised Snow Park Master Planned Development proposal. The first Planning Commission work session is scheduled for September 11, 2024. Staff requests the Commission consider whether special meetings on the third Wednesday of October, November, and December should be scheduled.

# Planning Commission Staff Report



**Subject:** 176 Main Street  
**Application:** PL-24-06085  
**Author:** Lillian Zollinger, Planner II  
**Date:** July 10, 2024  
**Type of Item:** Plat Amendment

## Recommendation

(I) Open a Public Hearing; and (II) continue the public hearing and consideration of the 176 Main Street Plat Amendment to August 28, 2024.

## Description

**Applicant:** Mountain Seas Development Limited Ltd,  
represented by Marshall King  
**Location:** 176 Main Street  
**Zoning District:** Historic Residential – 2, Sub-Zone B  
**Adjacent Land Uses:** Residential  
Commercial  
**Reason for Review:** The Planning Commission reviews and takes Final Action on Subdivisions that are not for Single-Family, Duplex, or Townhomes.<sup>1</sup>

## Background

The Applicant requests additional time to review the Conditions of Approval before final review.

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<sup>1</sup> LMC [§ 15-1-8](#)

# Planning Commission Staff Report



**Subject:** 218 Sandridge Road  
**Application:** PL-24-06059  
**Author:** Planning Team  
**Date:** July 10, 2024  
**Type of Item:** Steep Slope Conditional Use Permit

## Recommendation

(I) Open a public hearing, and (II) continue the public hearing to August 14, 2024, to allow the Applicant time to make modifications to the proposal.

## Description

**Applicant:** Dennis Hranitzky, represented by Molly Guinan  
**Location:** 218 Sandridge Road  
**Zoning District:** Historic Residential – 1  
**Adjacent Land Uses:** Residential  
**Reason for Review:** The Planning Commission holds a public hearing and takes Final Action on Plat Amendments.<sup>1</sup>

LMC Land Management Code

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

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<sup>1</sup> LMC [Section 15-1-8\(H\)](#)



## Planning Commission Staff Report



**Subject:** 741 Rossie Hill Drive  
**Application:** PL-24-06044  
**Author:** Jacob Klopfenstein, Planner I  
**Date:** July 10, 2024  
**Type of Item:** Nightly Rental Conditional Use Permit

### Recommendation

(I) Open a public hearing, and (II) continue the item to August 14, 2024.

### Description

**Applicant:** Lilac Hill East Development, Inc.  
Represented by Justin Keys

**Location:** 741 Rossie Hill Drive

**Zoning District:** Historic Residential – Low Density  
Lower Rossie Hill Sub-Zone

**Adjacent Land Uses:** Single-Family Dwellings, Multi-Unit Dwellings, Recreation  
and Open Space

**Reason for Review:** The Planning Commission Reviews and takes Final Action  
on Conditional Use Permits ([LMC § 15-1-8\(G\)](#))

## Planning Commission Staff Report

**Subject:** Bicycle and Pedestrian Plan Final  
**Author:** Anna Maki, Transportation Planner  
Alex Roy, Assistant Transportation Planning Manager  
**Department:** Transportation Planning  
**Date:** July 10, 2024

### Summary

Park City's Bicycle and Pedestrian Plan (PC Bike and Ped Plan) aims to establish a clear and reliable framework for guiding our community's capital investments in walking and biking over the next decade.

The PC Bike and Ped Plan includes an updated bike and pedestrian network, priority project identification, potential funding sources, and new policy and program recommendations. To identify and prioritize bike and pedestrian projects, the PC Bike and Ped Plan included a series of public involvement efforts, including a stakeholder committee, open house, and online comment map. A full report of the community engagement can be found in the [City Council Staff Communications Report](#) from February 2024.

Upon completion of the PC Bike and Ped Plan, City Staff will have a prioritized list of projects to advance. The Transportation Planning Department is seeking feedback from the Planning Commission, prior to plan completion and presentation to City Council.

### Background

Park City's adopted Long-Range Transportation Plan, [Park City Forward](#), identifies *Expanding the world-class biking and walking infrastructure* as one of its six guiding transportation Principles. Park City has a long history of investing heavily in biking and walking infrastructure, from the WALC Plan to the League of American Bicyclists recently awarded Park City the Bicycle Friendly Community Gold Level (Utah's highest ranking).

The PC Bike and Ped Plan was started in 2021, paused in 2022 due to staff turnover, and was revitalized in early 2023 with a series of community discussions. Building on prior efforts and establishing an updated methodology, 'Phase 2' has included multiple rounds of community engagement, a stakeholder committee, and a project open house.

Staff understand that there are multiple ongoing projects, such as the Bonanza Park Small Area Plan and Trails Master Plan. The Bike and Ped Plan worked closely with these efforts to ensure uniformity across trail networks. Additionally, the Bonanza Park Small Area Plan includes long-term projects on existing private property to provide a network for future development. The Bike and Ped Plan's network and associated projects are concentrated within right-of-way or city property and concentrate on feasible projects within the next ten years. As such, some pedestrian pathways shown in the Bonanza Plan may not be included in this iteration of the Bike and Ped Plan.

## Analysis

The PC Bike and Ped Plan establishes a bike and pedestrian network (Exhibit A) that identifies two distinct use cases: high comfort and secondary. These include both existing and new facilities. The high comfort network aims to facilitate bicyclists and pedestrians of all ages and abilities, including families, people with limited mobility, and seniors.

The secondary network is intended to connect the all-ages and ability network, establish bicycle and pedestrian routing throughout town, and reduce congestion on the city's paved pathways. It will also function as a network for bicyclists comfortable riding next to vehicular traffic. With the recent e-bike and pathway discussions, the secondary network will also provide an alternative to bicyclists who would like to travel faster than their fellow recreationalists.

The existing and new network connections were analyzed to establish prioritization. Scoring factors for each project included project type, location, and connections. Scoring assists with establishing project prioritization in a network with over fifty segments. Along with project prioritization, city staff helped establish project readiness scores for each network project to better inform which projects may be ready for capital improvement and which need additional consideration.

In addition to developing a network, the PC Bike and Ped Plan looks at policy and program recommendations. While infrastructure is a necessary component of bicycle and pedestrian safety, the plan recognizes that there are additional tools the city and partners can take to improve biking and walking.

### **Program Recommendation Examples:**

- Business coordination and support
- Bike safety education
- Active transportation data tracking
- Adopt-a-Trail Program

### **Policy Recommendation Examples:**

- More secure and long-term bike storage solutions
- Bikeway design guidelines
- Pedestrian crossing guidelines
- Celebrate and program events for Bike Month

## Conclusion

The Park City Bicycle and Pedestrian Plan represents a comprehensive approach to enhancing our community's walking and biking infrastructure over the next decade. By focusing on updated network designs, prioritization of key projects, potential funding sources, and new policy recommendations, the plan aims to foster a safer, more accessible, and interconnected environment for all users. Through extensive public involvement and careful analysis, we have identified and prioritized projects that will significantly impact our high comfort and secondary networks. Additionally, our readiness assessment ensures we are well-prepared to advance these projects efficiently. With a blend of infrastructure improvements and supportive programs, the PC Bike and Ped Plan sets a clear and predictable path forward, reinforcing Park City's

historic leadership in multi-mobility options. Planning Commission are encouraged to provide feedback on the network and program and policy recommendations to advance the community's desire for a more bikeable and walkable Park City.

### **Exhibits**

Planning Commission is receiving the following PC Bike and Ped Plan documents:

- Exhibit A: PC Bike and Ped Plan Network Map



# RECOMMENDED NETWORK

## Park City Bicycle and Pedestrian Plan

- Recommended Crossing Improvements
- ⬇ School
- ⬆ Ski Resort
- ▲ Trailhead
- Park
- ▬ Park City Boundary

### Network Segments

- High-comfort: Existing, proposed future improvement
- High-comfort: Proposed new connection
- Secondary: Proposed new connection
- High-comfort: Existing, to remain
- Secondary: Existing, to remain



0 0.5 1 MILES



# Planning Commission Staff Report



**Subject:** 1529 Lakeside Circle, Unit B, Building 9  
**Application:** PL-24-06110  
**Author:** Virgil Lund, Planner I  
**Date:** July 10, 2024  
**Type of Item:** Plat Amendment

## Recommendation

(I) Review the Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat, (II) conduct a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

## Description

**Applicant:** Richard Bryce Rowley; Applicant Representative: Alliance Engineering

**Location:** 1529 Lakeside Circle, Unit B, Building 9

**Zoning District:** Residential Development

**Adjacent Land Uses:** Residential, Open Space

**Reason for Review:** The Planning Commission reviews and takes final action on Condominium Plat Amendments.<sup>1</sup>

LMC Land Management Code  
RD Residential Development

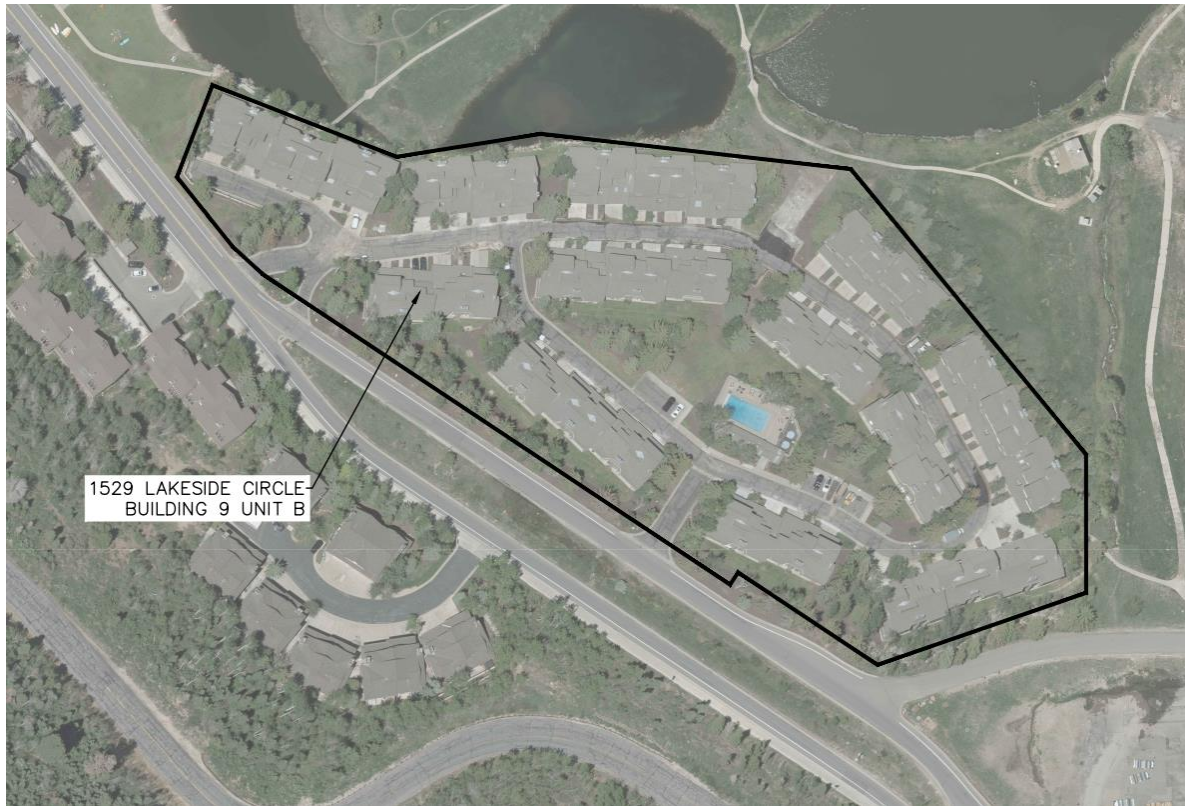
*Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).*

## Summary

The Applicant proposes a 612-square-foot addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. The proposed addition will add three bedrooms and increase the private area square footage of the unit from 2,197 square feet to 2,809 square feet. The proposed addition will be constructed over the garage and within the existing Building Footprint. The proposed addition will extend the existing roof form over the garage but will not alter the building height. The structure will maintain compliance with the Building Height restrictions for the RD Zoning District. On April 19, 2024, 68.84% of the members of the Lakeside at Deer Valley Condominiums Homeowners Association voted in favor of the plat amendment.

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<sup>1</sup> LMC [§ 15-7.1-2](#)



*Figure 1: Applicant's Aerial Exhibit*



1529 Lakeside Circle looking south

*Figure 2: Applicant's Photo Exhibit, with proposed addition area highlighted by Staff in yellow*





1529 Lakeside Circle looking southeast

*Figure 3: Applicant's Photo Exhibit*



1529 Lakeside Circle looking southwest

*Figure 4: Applicant's Photo Exhibit*



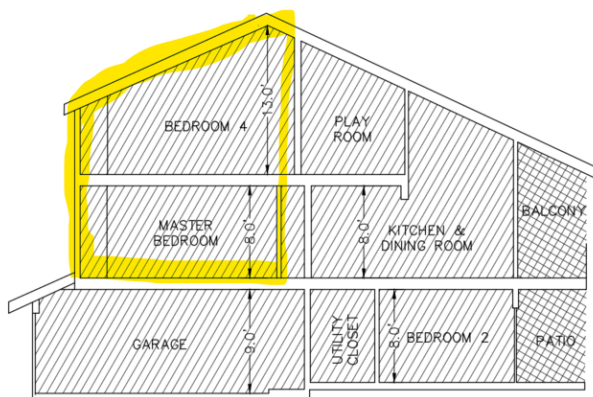


1529 Lakeside Circle looking northeast

Figure 5: Applicant's Photo Exhibit

### Background

The Deer Valley Master Planned Development approved the construction of 60 units for the Lakeside at Deer Valley Condominiums, and 60 units have been constructed. The 60-unit Lakeside at Deer Valley Condominiums was recorded with Summit County on March 1, 1982, as Entry No. 189016. The Applicant proposes to add 612 square feet of private area to Unit B of Building 9 within the existing footprint and interior vaulted ceiling, highlighted in yellow below:



SECTION A-A  
SCALE: 1"=10'

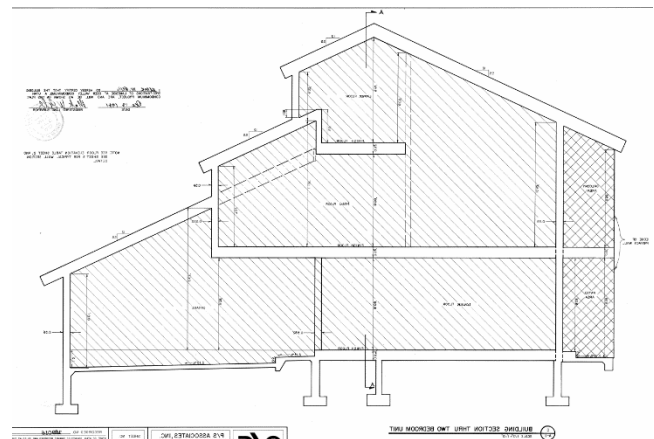


Figure 6: Proposed Plat (left) with Proposed Addition in Yellow, and Existing Plat (right)

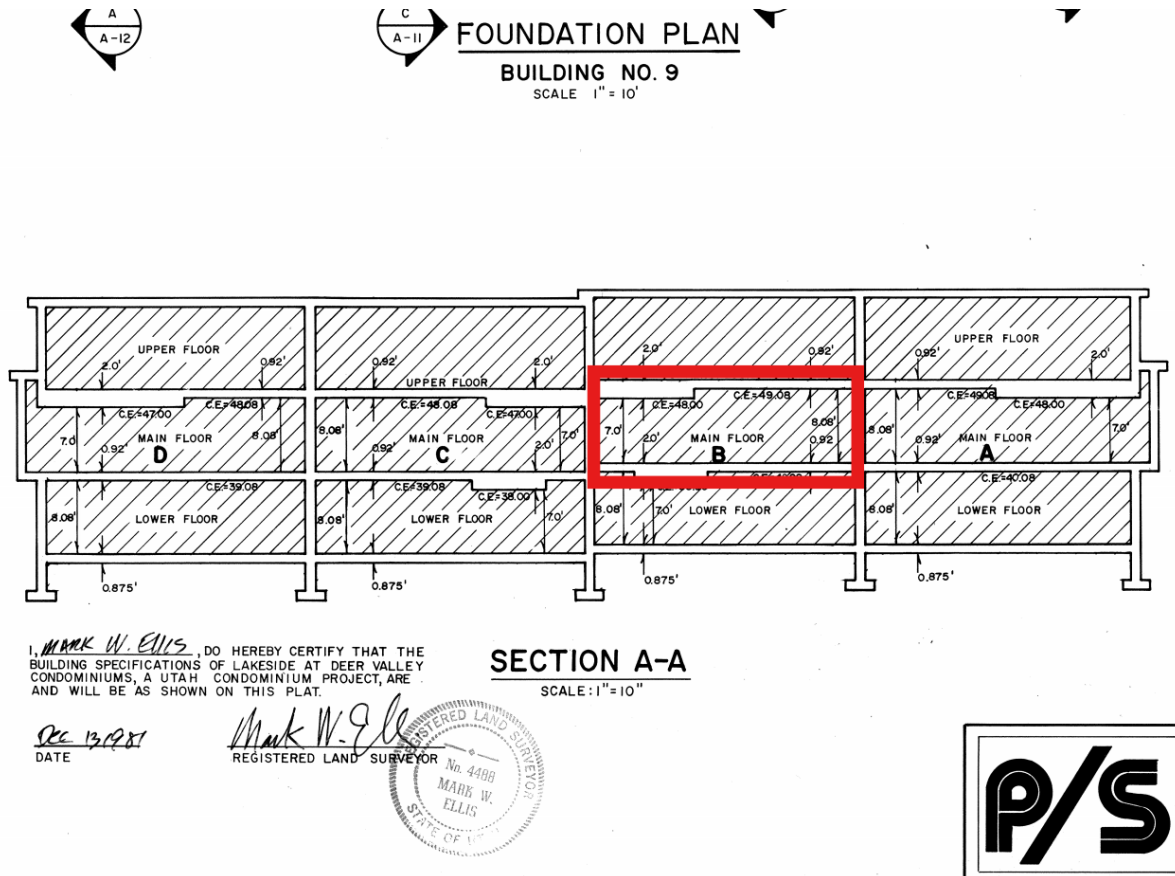


Figure 7: Existing Plat with Proposed Addition Redlined by Staff

Two previous Plat Amendments are recorded at the Lakeside at Deer Valley Condominiums. In 2003, Unit E of Building 3 was amended to slightly alter the roofline but maintained a total square footage of 2,196.88 square feet of private area (Summit County Recorder Entry Number 651728). In 2007, two Units were combined to create one Unit (Summit County Recorded Entry Number 858760).

## Analysis

**(I) The proposed Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements.**

The purposes of the RD Zoning District include:

1. allowing a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
2. encouraging 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. allowing commercial and recreational activities that are in harmony with residential neighborhoods,

4. minimizing impacts of the automobile on architectural design,
5. promoting pedestrian connections within Developments and between adjacent Areas; and
6. providing opportunities for variation in architectural design and housing types.<sup>2</sup>

Lots and Sites within the RD Zoning District must meet the following requirements:<sup>3</sup>

Requirement	Analysis of Proposal
<b>Setbacks:</b> Front- 20 Feet Rear- 15 Feet Side- 12 Feet	<b>Complies:</b>  The proposed addition will be constructed on the north side of the existing Structure, over the garage. The Structure maintains an approximately 120-foot Setback to the rear property line. The Structure maintains an approximately 80-foot Setback to the front property line. The Structure maintains an approximately 150-foot Setback to the side property lines.
<b>Building Height:</b> 28 feet; Gable, hip, Barrel, and similar pitched roofs may extend up to five feet (5') above the Zone Height, if the roof pitch is 4:12 or greater	<b>Complies:</b>  The existing structure is approximately 29.5 feet above Existing Grade, with a roof pitch of 6:12.  The proposed addition will extend the existing roof form over the garage but will not alter the building height or roof pitch. The Structure will maintain compliance with the Building Height restrictions for the RD Zoning District (Exhibit F).

## **(II) The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.**

1529 Lakeside Circle is owner-occupied and is not currently used as a Nightly Rental. Condominiums greater than 2,000 square feet require two Parking Spaces per Dwelling Unit.<sup>4</sup> Double car garages must have a minimum interior dimension of twenty feet wide by twenty feet deep.<sup>5</sup> Unit B of Building 9 has a two-car garage that is approximately 21.5 feet wide by 21.5 feet deep.

<sup>2</sup> LMC [§ 15-2.13-1](#)

<sup>3</sup> LMC [§ 15-2.13-3](#)

<sup>4</sup> LMC [§ 15-3-6\(A\)](#)

<sup>5</sup> LMC [§ 15-3-4\(A\)\(1\)](#)



### **(III) The proposal complies with the Deer Valley Resort 12<sup>th</sup> Amended and Restated Large Scale Master Plan**

The Deer Valley MPD allows 60 Units for the Lakeside at Deer Valley Condominium Project (Exhibit C), and 60 Units have been constructed. No additional Units are proposed as part of this Plat Amendment. There are no square footage limitations for the Lakeside at Deer Valley Condominiums.

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

Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC [§ 15-7-1.6](#) and approval shall require a finding of Good Cause.

LMC [§ 15-15-1](#) defines Good Cause as “[Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for this plat amendment because this amendment does not change the parking requirements, will remain compliant with the Deer Valley Large Scale MPD, and does not create any non-conformities. No Public Street, Right of Way, or easement has been vacated or amended.

### **(V) The Development Review Committee reviewed this proposal on May 7, 2024, and does not require Conditions of Approval.<sup>6</sup>**

#### **Department Review**

The Planning Department, Executive Department, and City Attorney’s Office reviewed this report.

#### **Notice**

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The *Park Record* published courtesy notice

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<sup>6</sup> 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).

on June 26, 2024.<sup>7</sup>

### **Public Input**

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

### **Alternatives**

- The Planning Commission may approve the Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat.
- The Planning Commission may deny the Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat and direct staff to make Findings for the denial.
- The Planning Commission may request additional information and continue the discussion to a date certain.

### **Exhibits**

Exhibit A: Draft Final Action Letter

Exhibit B: Summit County Recorder Entry No. 189016

Exhibit C: 12<sup>th</sup> Amended and Restated Deer Valley MPD

Exhibit D: Summit County Recorder Entry No 651728

Exhibit E: Summit County Recorder Entry No 858760

Exhibit F: Applicant's Roof Exhibit

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<sup>7</sup> LMC [§ 15-1-21](#)



## Planning Department

July 10, 2024

Alliance Engineering  
1529 Lakeside Circle, Unit B, Building 9

CC: Richard Bryce Rowley

### NOTICE OF PLANNING COMMISSION ACTION

#### Description

Address: 1529 Lakeside Circle, Unit B, Building 9

Zoning District: Residential Development

Application: Condominium Plat Amendment

Project Number: PL-24-06110

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 10, 2024

Project Summary: The Applicant proposes a 612-square-foot addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. The proposed addition will add three bedrooms and increase the private area square footage of the unit from 2,197 square feet to 2,809 square feet within the existing Building Footprint.

#### Action Taken

On July 10, 2024, the Planning Commission conducted a public hearing and approved the Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat according to the following findings of fact, conclusions of law, and conditions of approval:

#### Findings of Fact

1. The Applicant proposes a 612-square-foot addition to Unit B of Building 9 at the Lakeside at Deer Valley Condominiums. The proposed addition will add three bedrooms and increase the private area square footage of the unit from 2,197 square feet to 2,809 square feet. The proposed addition will extend the existing roof form over the garage but will not alter the building height. The structure will maintain compliance with the Building Height restrictions for the RD Zoning



## Planning Department

District. On April 19, 2024, 68.84% of the members of the Lakeside at Deer Valley Condominiums Homeowners Association voted in favor of the plat amendment.

2. The proposed addition will be constructed over the garage within the existing Building Footprint.
3. The Deer Valley Master Planned Development approved the construction of 60 units for the Lakeside at Deer Valley Condominiums, and 60 units have been constructed.
4. The 60-unit Lakeside at Deer Valley Condominiums was recorded March 1, 1982, as Entry No. 189016.
5. Two previous Plat Amendments are recorded at the Lakeside at Deer Valley Condominiums. In 2003, Unit E of Building 3 was amended to slightly alter the roofline but maintained a total square footage of 2,196.88 square feet of private area (Summit County Recorder Entry Number 651728). In 2007, two Units were combined to create one Unit (Summit County Recorded Entry Number 858760).
6. The proposed Lakeside at Deer Valley Condominiums Unit B Building 9 Amended Plat complies with LMC Chapter 15-2.13, the Residential Development Zoning District Requirements.
  - a. Front, Rear, and Side Setbacks
    - i. The proposed addition will be constructed on the north side of the existing Structure, over the garage. The Structure maintains an approximately 120-foot Setback to the rear property line. The Structure maintains approximately 80-foot Setback to the front property line. The Structure maintains approximately 150-foot Setback to the side property lines.
  - b. Building Height
    - i. The existing structure is approximately 29.5 feet above Existing Grade, with a roof pitch of 6:12.
    - ii. The proposed addition will extend the existing roof form over the garage but will not alter the building height. The Structure will maintain compliance with the Building Height restrictions for the RD Zoning District.
7. The proposal complies with LMC Chapter 15-3, Off-Street Parking Requirements.
  - a. 1529 Lakeside Circle is owner-occupied and is not currently used as a Nightly Rental. Condominiums greater than 2,000 square feet require two Parking Spaces per Dwelling Unit.



## Planning Department

- b. Double car garages must have a minimum interior dimension of twenty feet wide by twenty feet deep
  - c. Unit B of Building 9 has a two-car garage that is approximately 21.5 feet wide by 21.5 feet deep.
8. The proposal complies with the Deer Valley Resort 12th Amended and Restated Large Scale Master Plan.
  - a. The Deer Valley MPD allows 60 Units for the Lakeside at Deer Valley Condominium Project, and 60 Units have been constructed. No additional Units are proposed as part of this Plat Amendment. There are no square footage limitations for the Lakeside at Deer Valley Condominiums
9. The proposal complies with LMC § 15-7.1-3(B), Plat Amendment.
  - a. Staff finds Good Cause for this plat amendment because this amendment does not change the parking requirements, will remain compliant with the Deer Valley Large Scale MPD, and does not create any non-conformities. No Public Street, Right of Way, or easement has been vacated or amended.
10. The Development Review Committee reviewed this proposal on May 7, 2024, and does not require Conditions of Approval.

### Conclusions of Law

1. There is Good Cause for this plat amendment.
2. The Plat Amendment is consistent with Land Management Code § 15-7.1-3(B), § 15-7.1-6, Chapter 15-3 Off-Street Parking, and Chapter 15-2.13 Residential Development District.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

### Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat for compliance with State law, the Land Management Code, the Conditions of Approval, and the amended Lakeside Covenants, Conditions, and Restrictions prior to recordation of the plat.
2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year,





**Planning Department**

this approval will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

If you have questions or concerns regarding this Final Action Letter, please call 385-481-2036 or email [virgil.lund@parkcity.org](mailto:virgil.lund@parkcity.org)

Sincerely,

---

Sarah Hall  
Planning Commission Chair

CC: Virgil Lund

**Attachment 1:** Proposed Plat



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I certify that I have verified all measurements. I do further certify that by authority of the owners, I have prepared this condominium plat amendment of the property described hereon, hereafter to be known as LAKESIDE AT DEER VALLEY CONDOMINIUMS UNIT B BUILDING 9 AMENDED.

LEGAL DESCRIPTION

PARCEL 1

Unit B Building 9 contained within the Lakeside at Deer Valley Condominiums as the same is identified in the Record of Survey Map recorded in Summit County, Utah as Entry No. 189016 and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the Lakeside at Deer Valley as Entry No. 189017 in Book 213 at Page 443, of Official Records.

Together with: (a) the undivided ownership interest in said condominium project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) the exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit and (c) the non-exclusive right to use and enjoy the Common Areas and Facilities included in said condominium project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

NOTES

- This plat amendment is subject to the Conditions of Approval in the Final Action Letter dated \_\_\_\_\_ and on file with the Planning Department (PL-24-\_\_\_\_\_).
- The dimensions of the private spaces and square footage calculations are based on the Lakeside at Deer Valley Condominiums plat (see Note 2), and on measurements in the field. Minor variations may occur. It is the intent that the private ownership area of the units will be as constructed.
- This Plat Amendment represents a remodeling of Unit B Building 9 from a 2 bedroom unit to being a 5 bedroom unit. It is the intent of this plat that the new spaces remain as Private Ownership.
- All conditions of approval of Lakeside at Deer Valley Condominiums recorded March 1, 1982 as Entry No. 189016 shall continue to apply and remain in full force and effect.

OWNER'S DEDICATION & CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, Richard Bryce Rowley and Olivia Louise Balicki, husband & wife, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consent to the recording of this Condominium Plat Amendment.

By: \_\_\_\_\_  
Richard Bryce Rowley (Husband)

By: \_\_\_\_\_  
Olivia Louise Balicki (Wife)

ACKNOWLEDGMENT

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Richard Bryce Rowley personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he signed the above Consent to Record, and that he acknowledged to me that he executed LAKESIDE AT DEER VALLEY CONDOMINIUMS UNIT B BUILDING 9 AMENDED.

By: \_\_\_\_\_  
Notary Public

A Notary Public Commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

ACKNOWLEDGMENT

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Olivia Louise Balicki personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that she signed the above Consent to Record, and that she acknowledged to me that she executed LAKESIDE AT DEER VALLEY CONDOMINIUMS UNIT B BUILDING 9 AMENDED.

By: \_\_\_\_\_  
Notary Public

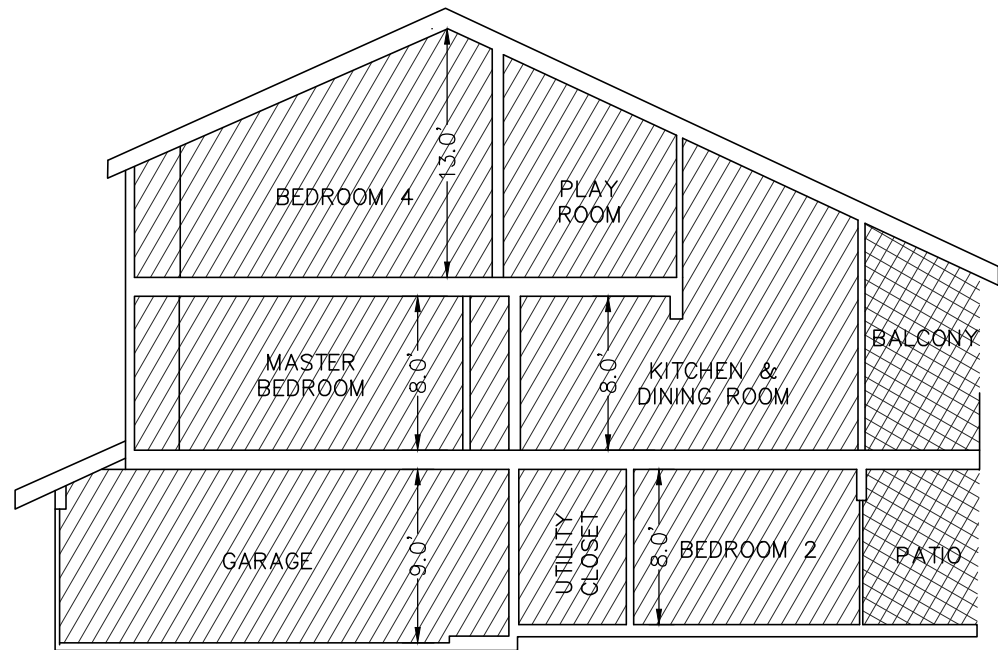
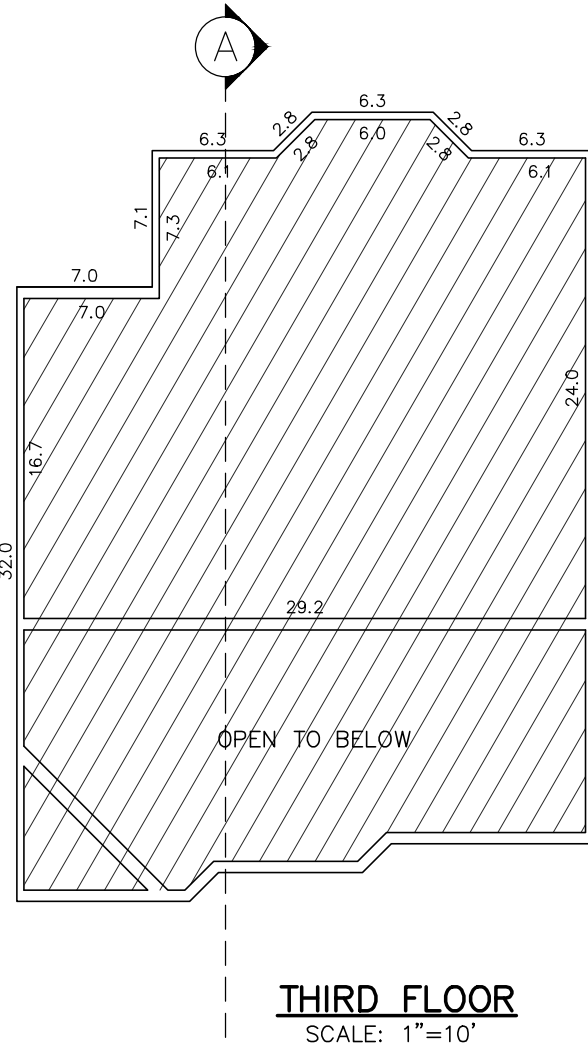
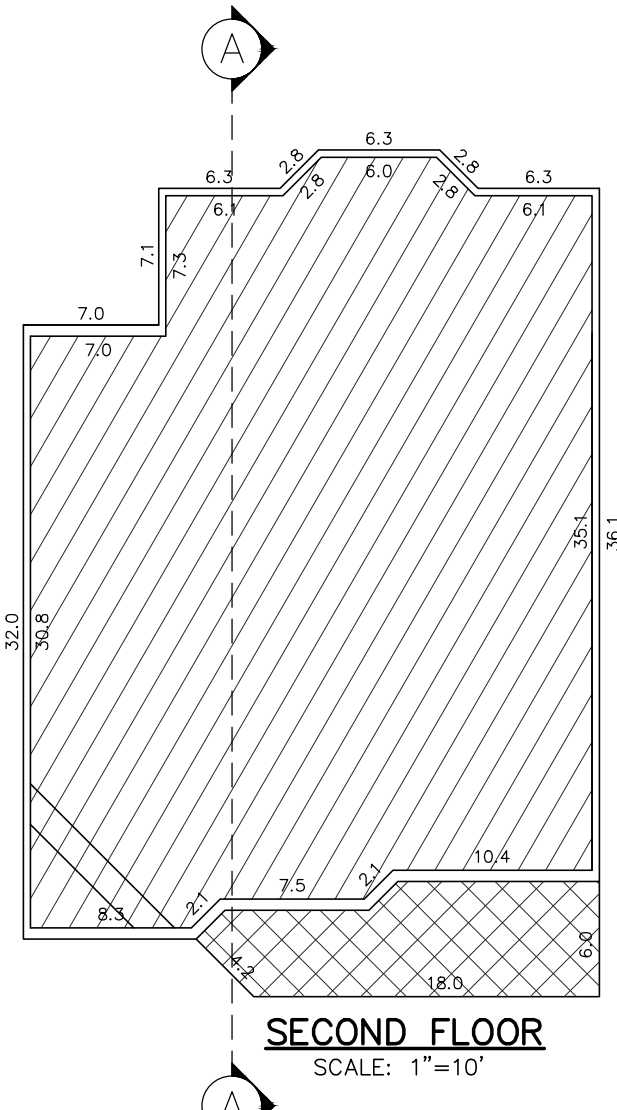
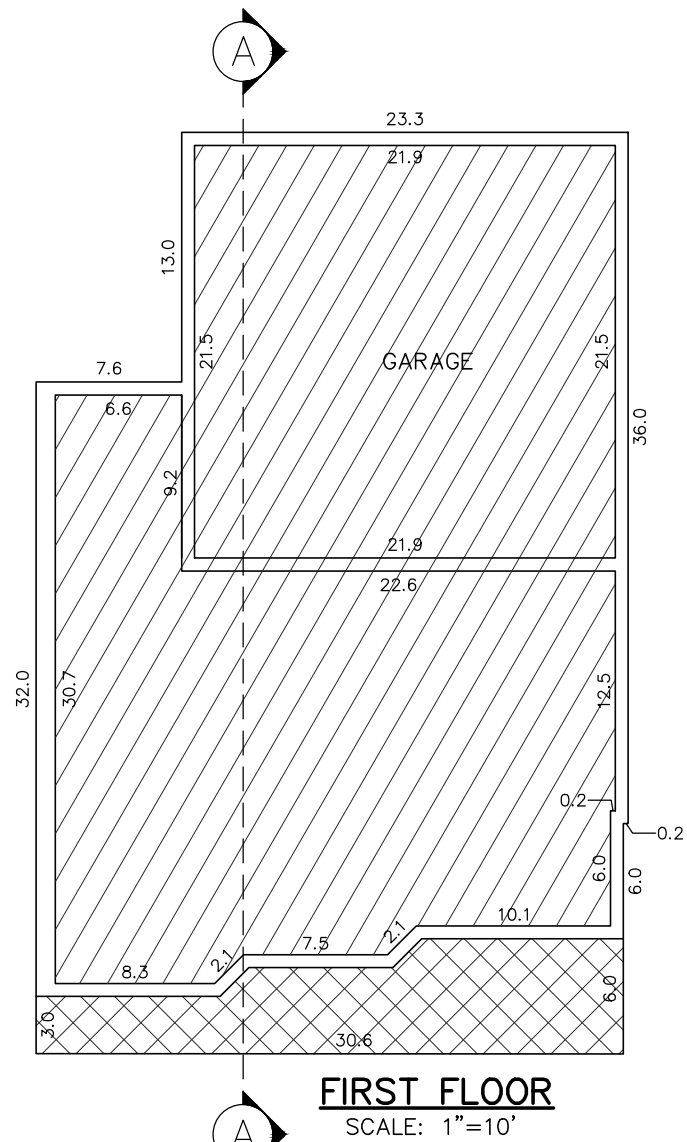
A Notary Public Commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_



SECTION A-A  
SCALE: 1"=10'

- COMMON OWNERSHIP
- LIMITED COMMON AREA
- PRIVATE OWNERSHIP

SQUARE FOOTAGE TABLE	
GARAGE =	471 S.F.
FIRST FLOOR =	639 S.F.
SECOND FLOOR =	1,033 S.F.
THIRD FLOOR =	666 S.F.
TOTAL =	2,809 S.F.

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Unit Owners of the Lakeside at Deer Valley Condominiums Association, having complied with the requirements of both Statutes and the Recorded Declaration hereby consents to the recording of this Condominium Plat Amendment.

Unit Owners of Lakeside at Deer Valley Condominiums Association

By: \_\_\_\_\_  
Richard Bryce Rowley, President

ACKNOWLEDGMENT

State of \_\_\_\_\_)

:ss

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, Richard Bryce Rowley personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he is the president of the Unit Owners of Lakeside at Deer Valley Condominiums Association, and that he signed the above Consent to Record for, on, and in behalf of all Unit Owners of the Lakeside at Deer Valley Condominiums, acting as a group (under the name of Unit Owners of the Lakeside at Deer Valley Condominiums Association) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for the Lakeside at Deer Valley Condominiums.

By: \_\_\_\_\_  
Notary Public

A Notary Public Commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

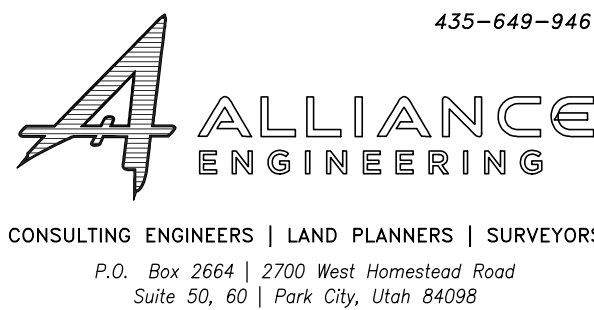
Commission No.: \_\_\_\_\_

# LAKESIDE AT DEER VALLEY CONDOMINUMS UNIT B BUILDING 9 AMENDED

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 15,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

4/28/2024 JOB NO.: 9-4-24 FILE: X:\Deer Valley\dwg\sr\plat2024\090424.dwg



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER  
RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2024  
BY \_\_\_\_\_

PLANNING COMMISSION  
APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2024.  
BY \_\_\_\_\_ CHAIR

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN  
ACCORDANCE WITH INFORMATION ON  
FILE IN MY OFFICE THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2024  
BY \_\_\_\_\_ PARK CITY ENGINEER

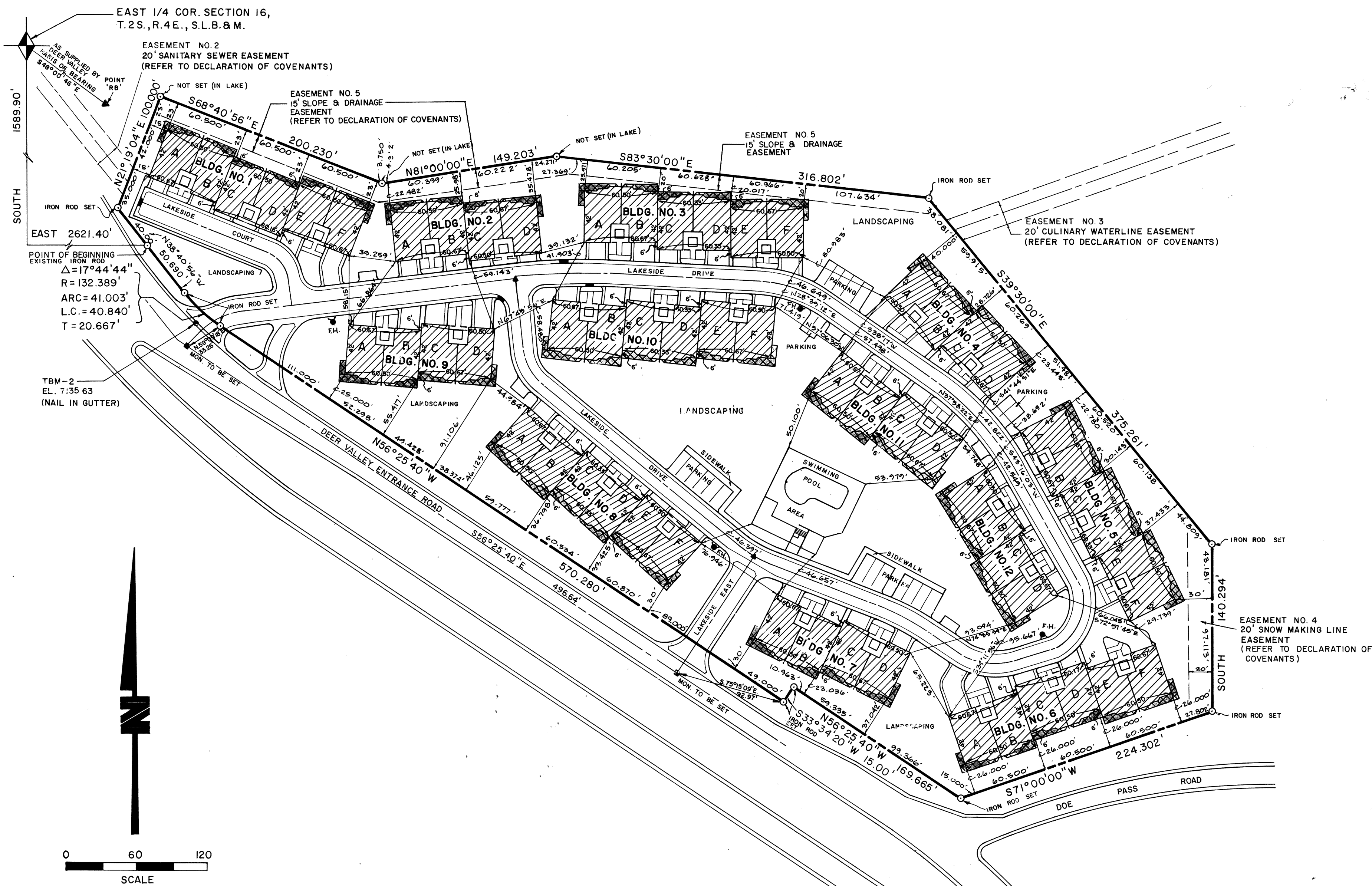
APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS \_\_\_\_  
DAY OF \_\_\_\_\_, 2024  
BY \_\_\_\_\_ PARK CITY ATTORNEY

CERTIFICATE OF ATTEST  
I CERTIFY THIS PLAT WAS  
APPROVED BY PARK CITY PLANNING  
COMMISSION THIS \_\_\_\_ DAY OF  
\_\_\_\_\_, 2024.  
BY \_\_\_\_\_ PARK CITY RECORDER

PUBLIC SAFETY  
ANSWERING POINT APPROVAL  
APPROVED THIS \_\_\_\_ DAY  
OF \_\_\_\_\_, 2024  
BY \_\_\_\_\_ SUMMIT COUNTY GIS COORDINATOR

RECORDED  
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF \_\_\_\_\_  
FEE \_\_\_\_\_ RECORDER  
TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_





- LEGEND : (TYPICAL ALL SHEETS)**
- ▲ IRON ROD w/ CAP TO BE SET AFTER PAVING
  - ALL AREAS NOT CROSS-HATCHED ARE COMMON OWNERSHIP
  - ALL AREAS CROSS-HATCHED ARE PRIVATE OWNERSHIP
  - ALL AREAS DOUBLE CROSS-HATCHED ARE LIMITED COMMON OWNERSHIP (SHADED AREA = BALCONIES)
  - F.H. FIRE HYDRANT

**GENERAL NOTES:**

- A SEWER MANHOLE LID IN SUNNYSIDE SUBDIVISION IS THE BENCH MARK AT ELEVATION 7125.22 (ALLIANCE ENG.) - DEER VALLEY ELEVATION DATUM IS 1.10 FEET LESS. PROJECT DATUM (LAKE) AS PER A TBM A-2 WAS SET AS PER ALLIANCE ENG. DATUM AT ELEVATION 7135.63 (DEER VALLEY DATUM - 7134.53) ALL BUILDING ELEVATIONS ARE ON PROJECT DATUM.
- SECTIONS SHOWN ON SHEETS 14, 15, 16, & 17 AS (A-12), (A-14), (B), (A-11) ARE NUMBERED THE SAME AS ON THE ARCHITECTS DRAWINGS SUPPLIED BY DELAMARE/WOODRUFF AND REPRESENT TYPICAL SECTIONS THROUGH THE UNITS IN THE SAME LOCATION AS SHOWN ON THE ARCHITECTURAL DRAWINGS. UNIT ARRANGEMENTS, OFFSETS, AND ELEVATIONS WILL DIFFER FROM BUILDING TO BUILDING.
- ALL PLAN VIEWS SHOWN WERE COMPILED FROM ARCHITECTURAL DRAWINGS BY DELAMARE/WOODRUFF SUPPLIED BY OWNERS.
- WALL THICKNESSES AS SHOWN ARE APPROXIMATE ONLY.
- INTERIOR DIMENSIONS OF ALL UNITS ARE TO INTERIOR SURFACES OF WALLS. VARIATIONS MAY EXIST WHEN CONSTRUCTED.
- COMMON AREA CONSTITUTES ALL AREA WITHIN THE BOUNDARY NOT OTHERWISE DESIGNATED. SEE DECLARATION FOR DETAILED ACCOUNT.
- EXTERIOR DIMENSIONS OF ALL UNITS ARE TO EXTERIOR SURFACE OF FOUNDATION WALLS.
- ALL PATIOS & BALCONIES ARE LIMITED COMMON AREAS.
- ALL PHYSICAL FEATURES & IMPROVEMENTS NOT SHOWN SHALL BE CONSIDERED AS COMMON AREAS.
- ALL VISITOR PARKING OUTSIDE OF UNITS ARE COMMON AREAS.
- ALL DIMENSIONS FROM BUILDING FOUNDATIONS TO TO PROPERTY LINES ARE PERPENDICULAR TO PROPERTY LINES.
- C.E. DENOTES CEILING ELEVATION-TYPICAL ALL SHEETS

**CONSENT TO RECORD**

THE UNDERSIGNED, HAVING AN INTEREST OR ENCUMBRANCE IN THE REAL PROPERTY BEING PLATTED AND RECORDED, HEREBY CONSENTS TO THE RECORDATION OF THIS RECORD OF SURVEY MAP.

WESTERN SAVINGS AND LOAN COMPANY  
A UTAH CORPORATION  
BY: *[Signature]*  
DAVE WALL, ASSISTANT VICE PRESIDENT

DEER VALLEY INVESTORS  
A UTAH GENERAL PARTNERSHIP  
BY: *[Signature]*  
R.S. MCKNIGHT - GENERAL PARTNER

**PARTNERSHIP ACKNOWLEDGEMENT**

ON THE 24<sup>TH</sup> DAY OF NOVEMBER, A.D. 19 81, PERSONALLY APPEARED BEFORE ME, R.S. MCKNIGHT, THE SIGNER OF THE ABOVE CONSENT TO RECORD, WHO DULY ACKNOWLEDGED TO ME THAT HE IS A GENERAL PARTNER OF DEER VALLEY INVESTORS, A UTAH GENERAL PARTNERSHIP, AND THAT HE EXECUTED THE ABOVE CONSENT TO RECORD IN BEHALF OF SAID PARTNERSHIP.

*James P. Stevens*  
NOTARY PUBLIC  
RESIDING AT SALT LAKE COUNTY  
SEP 6, 1985  
MY COMMISSION EXPIRES

**CORPORATE ACKNOWLEDGEMENT**

STATE OF UTAH  
COUNTY OF SALT LAKE S.S.

ON THE 25<sup>TH</sup> DAY OF NOVEMBER, A.D. 19 81, PERSONALLY APPEARED BEFORE ME, DAVE WALL, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE ASSISTANT VICE PRESIDENT OF WESTERN SAVINGS AND LOAN CO. AND THAT THE WITHIN RECORD OF SURVEY MAP WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR OF A RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID DAVE WALL ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

*James P. Stevens*  
NOTARY PUBLIC  
RESIDING AT: SALT LAKE COUNTY

**SURVEYOR'S CERTIFICATE**

I, MARK W. ELLIS DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 4488 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE CAUSED TO BE MADE UNDER MY DIRECTION AND BY AUTHORITY OF THE OWNER(S), THIS RECORD OF SURVEY MAP OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION (1) OF SECTION 57-8-13 OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT NO VISIBLE IMPROVEMENTS ON THE DESCRIBED PROPERTY ENCRUMB UPON ADJOINING PROPERTIES AND THAT NO VISIBLE IMPROVEMENTS ON ADJOINING PROPERTIES ENCRUMB UPON THE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS RECORD OF SURVEY MAP. I FURTHER CERTIFY THAT THE REFERENCE MARKERS AND DIMENSIONS AS SHOWN ON THIS RECORD OF SURVEY MAP ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY, AND THAT TO THE BEST OF MY KNOWLEDGE THE IMPROVEMENTS SHOWN HEREON ARE OR WILL BE CONSTRUCTED AS SHOWN.

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH IS SOUTH 1589.90 FEET AND EAST 2621.40 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 38°40'56" WEST, 40.000 FEET; THENCE N21°19'04" EAST 100.000 FEET; THENCE SOUTH 68°40'56" EAST, 200.230 FEET; THENCE NORTH 81°00'00" EAST, 149.203 FEET; THENCE SOUTH 83°30'00" EAST, 316.802 FEET; THENCE SOUTH 39°30'00" EAST, 375.261 FEET; THENCE SOUTH 140.294 FEET; THENCE SOUTH 71°00'00" WEST 224.302 FEET; THENCE NORTH 56°25'40" WEST 169.665 FEET; THENCE SOUTH 33°34'20" WEST, 15.000 FEET; THENCE NORTH 56°25'40" WEST 570.280 FEET TO A POINT ON A 132.389 FOOT RADIUS CURVE TO THE RIGHT (THE RADIUS POINT OF WHICH BEARS NORTH 33°42'20" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 41.003 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°40'56" WEST 50.690 FEET TO THE POINT OF BEGINNING. CONTAINING 6.489 ACRES

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD.

ALSO SUBJECT TO GENERAL UTILITY EASEMENTS HEREBY GRANTED BY THE OWNERS OF THE ABOVE DESCRIBED PROPERTY TO THE MUNICIPALITY OF PARK CITY AND TO THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT. THESE EASEMENTS SHALL BE 20 FEET WIDE, 10 FEET ON EACH SIDE OF THE PIPE (AS CONSTRUCTED) AND SHALL BE FOR THE PURPOSE OF LINE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL UTILITIES, APPURTENANT FEATURES, READING OF METERS, INGRESS AND EGRESS, LIMITED BY NORMAL METHODS OF CONSTRUCTION AND RESTRICTED TO THE COMMON AREAS OUTSIDE OF THE BUILDINGS, FOR THE SANITARY SEWER, CULINARY WATER AND STORM DRAINAGE SERVICES NORMALLY PROVIDED BY UTILITY SUPPLIER.

Nov. 25 1981  
DATE

*Mark W. Ellis*  
REGISTERED LAND SURVEYOR

**OWNER'S CONSENT TO RECORD**

KNOW ALL MEN BY THESE PRESENTS THAT, GADDIS INC. AND N.B.G. INC. ARE GENERAL PARTNERS OF G.P. LAKESIDE DEVELOPMENT COMPANY, A UTAH GENERAL PARTNERSHIP, AND THAT SAID PARTNERSHIP IS THE RECORD OWNER OF THE REAL PROPERTY DESCRIBED ABOVE AND THAT PURSUANT TO THE UTAH CONDOMINIUM OWNERSHIP ACT SAID PARTNERSHIP DOES HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP OF THE LAKESIDE AT DEER VALLEY CONDOMINIUMS.

G.P. LAKESIDE DEVELOPMENT COMPANY - A UTAH GENERAL PARTNERSHIP

GADDIS INC. GENERAL PARTNER  
BY: *[Signature]*  
JAMES R. GADDIS, PRESIDENT

N.B.G. INC. GENERAL PARTNER  
BY: *[Signature]*  
G. REED PETERSEN, PRESIDENT

**CORPORATE ACKNOWLEDGEMENTS**

STATE OF UTAH  
COUNTY OF SALT LAKE S.S.

ON THE 25<sup>TH</sup> DAY OF NOVEMBER, A.D. 19 81, PERSONALLY APPEARED BEFORE ME, JAMES R. GADDIS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF GADDIS INC., A GENERAL PARTNER AND THAT THE WITHIN RECORD OF SURVEY MAP WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR OF A RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID JAMES R. GADDIS ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

*James R. Gaddis*  
NOTARY PUBLIC  
RESIDING AT SALT LAKE COUNTY  
SEP 6, 1985  
MY COMMISSION EXPIRES

STATE OF UTAH  
COUNTY OF SALT LAKE S.S.

ON THE 25<sup>TH</sup> DAY OF NOVEMBER, A.D. 19 81, PERSONALLY APPEARED BEFORE ME, G. REED PETERSEN, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF N.B.G. INC., A GENERAL PARTNER AND THAT THE WITHIN RECORD OF SURVEY MAP WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS OR OF A RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID G. REED PETERSEN ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

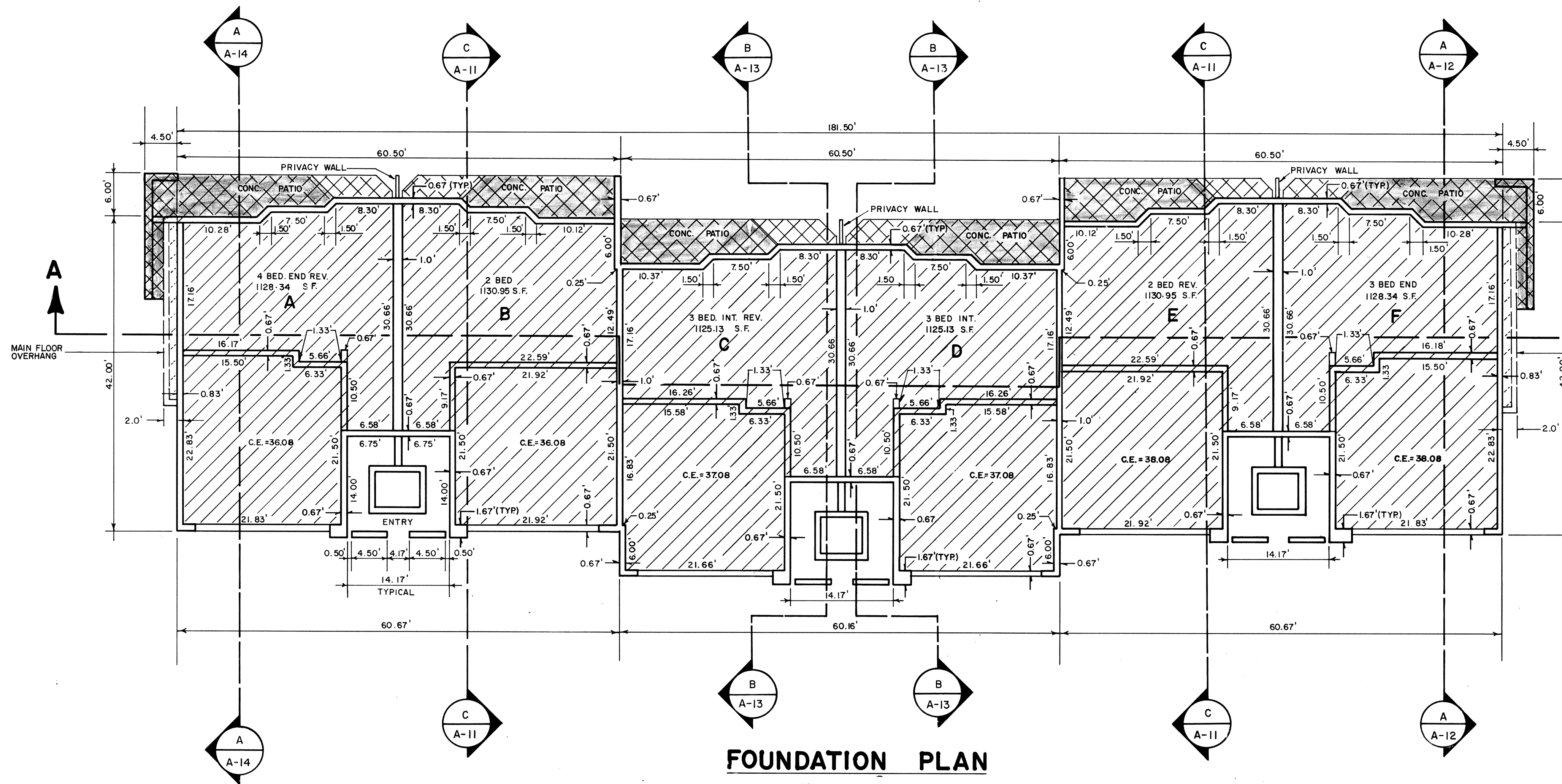
*James P. Stevens*  
NOTARY PUBLIC  
RESIDING AT SALT LAKE COUNTY  
SEP 6, 1985  
MY COMMISSION EXPIRES

**RECORD OF SURVEY MAP OF LAKESIDE AT DEER VALLEY CONDOMINIUMS**

A UTAH CONDOMINIUM PROJECT  
LOCATED IN SECTION 15, T.2S., R.4E., S.L.B. & M.  
PARK CITY, SUMMIT COUNTY, UTAH

<b>P/S ASSOCIATES, INC.</b> ENGINEERS AND SURVEYORS 307 WEST 200 SOUTH ST. SUITE 5002 SALT LAKE CITY, UTAH, 84101 PHN: (801) 532-7681 REVISED 11-25-81 J.L.S. P/S NO. 181-03-10 10-16-81 R.S.H.	<b>PLANNING COMMISSION</b> APPROVED AND ACCEPTED THIS 24 <sup>TH</sup> DAY OF <u>NOVEMBER</u> , A.D. 19 <u>81</u> , BY THE PARK CITY PLANNING COMMISSION. <i>[Signature]</i> CHAIRMAN: PARK CITY PLANNING COMM.	<b>ENGINEER'S CERTIFICATE</b> I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. <i>Eric W. DeHaan P.E. 2/12/82</i> PARK CITY ENGINEER	<b>APPROVAL AS TO FORM</b> APPROVED AS TO FORM THIS 22 DAY OF <u>SEP</u> , A.D. 19 <u>82</u> . <i>Thomas E. Ogden</i> PARK CITY ATTORNEY	<b>PARK CITY COUNCIL</b> PRESENTED TO THE CITY COUNCIL OF PARK CITY THIS 25 <sup>TH</sup> DAY OF <u>February</u> , A.D. 19 <u>82</u> , AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED AND ACCEPTED. <i>John C. Friend</i> MAYOR	<b>SHEET NO.</b> 1 / 19	<b>RECORDED NO. 189016</b> STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF <u>Associated Title</u> DATE <u>3-1-82</u> TIME <u>3:35</u> BOOK <u>—</u> PAGE <u>—</u> 309.00 FEE \$ <u>Handley Springs</u> SUMMIT COUNTY RECORDER
	<b>NOTES:</b> 1. A SEWER MANHOLE LID IN SUNNYSIDE SUBDIVISION IS THE BENCH MARK AT ELEVATION 7125.22 (ALLIANCE ENG.) - DEER VALLEY ELEVATION DATUM IS 1.10 FEET LESS. PROJECT DATUM (LAKE) AS PER A TBM A-2 WAS SET AS PER ALLIANCE ENG. DATUM AT ELEVATION 7135.63 (DEER VALLEY DATUM - 7134.53) ALL BUILDING ELEVATIONS ARE ON PROJECT DATUM.					





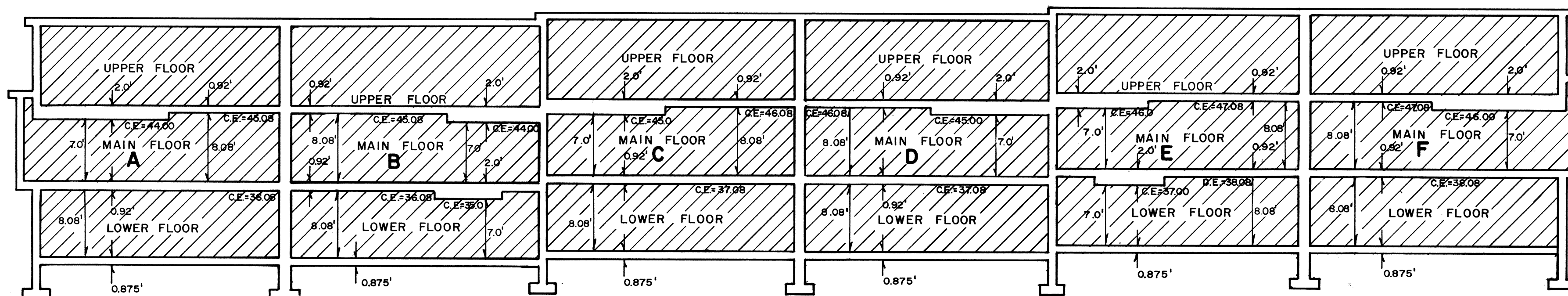
NOTE: SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.

\*NOTE: AS SHOWN IN THIS EXAMPLE, ADD 7100.00 FEET TO THE ELEVATIONS SHOWN IN THIS TABLE.

BLDG. NO.	UNIT NO.	UNIT TYPE	FLOOR ELEVATIONS				TOTAL UNIT SQ. FT. AREA
			UPPER	MAIN	LOWER	GARAGE	
1	A	4 BED. END. REV.	7146.0	7137.0	7128.0	7126.50	2883.52
1	B	2 BED.	46.0	37.0	28.0	26.50	2196.88
1	C	3 BED. INT. REV.	47.0	38.0	29.0	27.50	2527.87
1	D	3 BED. INT.	47.0	38.0	29.0	27.50	2527.87
1	E	2 BED. REV.	48.0	39.0	30.0	28.50	2196.88
1	F	3 BED. END.	48.0	39.0	30.0	28.50	2570.67
2	A	3 BED. END. REV.	48.0	39.0	30.0	28.50	2570.67
2	B	2 BED.	48.0	39.0	30.0	28.50	2196.88
2	C	2 BED. REV.	47.0	38.0	29.0	27.50	2196.88
2	D	4 BED. END.	47.0	38.0	29.0	27.50	2883.52
2	A	4 BED. END. REV.	46.0	37.0	28.0	26.50	2883.52
3	B	2 BED.	46.0	37.0	28.0	26.50	2196.88
3	C	3 BED. INT. REV.	47.0	38.0	29.0	27.50	2527.87
3	D	3 BED. INT.	47.0	38.0	29.0	27.50	2527.87
3	E	2 BED. REV.	48.0	39.0	30.0	28.50	2196.88
3	F	4 BED. END.	48.0	39.0	30.0	28.50	2883.52
4	A	4 BED. END. REV.	52.0	43.0	34.0	32.50	2883.52
4	B	3 BED. INT.	52.0	43.0	34.0	32.50	2527.87
4	C	3 BED. INT. REV.	53.0	44.0	35.0	33.50	2527.87
4	D	4 BED. END.	53.0	44.0	35.0	33.50	2883.52
5	A	4 BED. END. REV.	55.0	46.0	37.0	35.50	2883.52
5	B	2 BED.	55.0	46.0	37.0	35.50	2196.88
5	C	3 BED. INT. REV.	56.0	47.0	38.0	36.50	2527.87
5	D	3 BED. INT.	56.0	47.0	38.0	36.50	2527.87
5	E	2 BED. REV.	57.0	48.0	39.0	37.50	2196.88
5	F	4 BED. END.	57.0	48.0	39.0	37.50	2883.52
6	F	3 BED. END. REV.	59.0	50.0	41.0	39.50	2570.67
6	E	2 BED.	59.0	50.0	41.0	39.50	2196.88
6	D	3 BED. INT. REV.	60.0	51.0	42.0	40.50	2527.87
6	C	3 BED. INT.	60.0	51.0	42.0	40.50	2527.87
6	B	2 BED. REV.	61.0	52.0	43.0	41.50	2196.88
6	A	3 BED. END.	61.0	52.0	43.0	41.50	2570.67
7	D	3 BED. END. REV.	59.0	50.0	41.0	39.50	2570.67
7	C	2 BED.	59.0	50.0	41.0	39.50	2196.88
7	B	2 BED. REV.	58.0	49.0	40.0	38.50	2196.88
7	A	3 BED. END.	58.0	49.0	40.0	38.50	2570.67
8	F	3 BED. END. REV.	54.0	45.0	36.0	34.50	2570.67
8	E	2 BED.	54.0	45.0	36.0	34.50	2196.88
8	D	3 BED. INT. REV.	53.0	44.0	35.0	33.50	2527.87
8	C	3 BED. INT.	53.0	44.0	35.0	33.50	2527.87
8	B	2 BED. REV.	52.0	43.0	34.0	32.50	2196.88
8	A	3 BED. END.	52.0	43.0	34.0	32.50	2570.67
9	D	3 BED. END. REV.	49.0	40.0	31.0	29.50	2570.67
9	C	2 BED.	49.0	40.0	31.0	29.50	2196.88
9	B	2 BED. REV.	50.0	41.0	32.0	30.50	2196.88
9	A	3 BED. END.	50.0	41.0	32.0	30.50	2570.67
10	F	3 BED. END. REV.	48.0	39.0	30.0	28.50	2570.67
10	E	2 BED.	48.0	39.0	30.0	28.50	2196.88
10	D	3 BED. INT. REV.	47.0	38.0	29.0	27.50	2527.87
10	C	3 BED. INT.	47.0	38.0	29.0	27.50	2527.87
10	B	2 BED. REV.	46.0	37.0	28.0	26.50	2196.88
10	A	3 BED. END.	46.0	37.0	28.0	26.50	2570.67
11	D	3 BED. END. REV.	53.0	44.0	35.0	33.50	2570.67
11	C	2 BED.	53.0	44.0	35.0	33.50	2196.88
11	B	2 BED. REV.	52.0	43.0	34.0	32.50	2196.88
11	A	3 BED. END.	52.0	43.0	34.0	32.50	2570.67
12	D	3 BED. END. REV.	56.0	47.0	38.0	36.50	2570.67
12	C	2 BED.	56.0	47.0	38.0	36.50	2196.88
12	B	2 BED. REV.	55.0	46.0	37.0	35.50	2196.88
12	A	3 BED. END.	55.0	46.0	37.0	35.50	2570.67

NOTE: SHADED AREAS INDICATE LIMITED COMMON BALCONIES ON FLOOR ABOVE PATIOS.

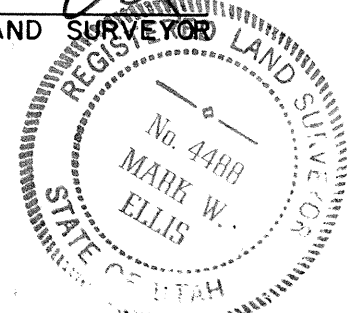
### FOUNDATION PLAN BUILDING NO. 1 SCALE: 1"=10'



I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAN.

DATE DEC. 13 1981

Mark W. Ellis  
REGISTERED LAND SURVEYOR



### SECTION A-A SCALE: 1"=10'

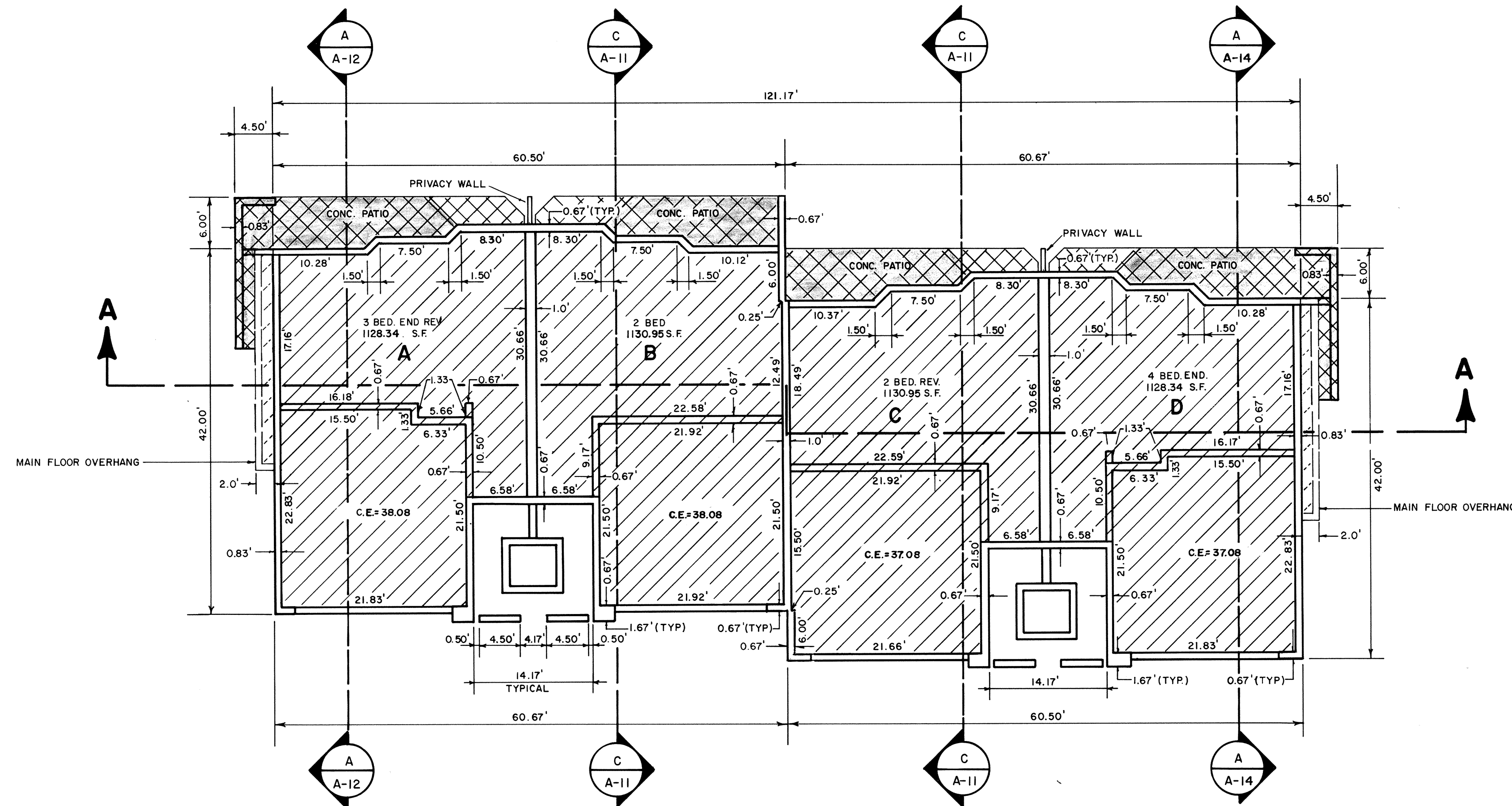
GENERAL NOTE:  
FOR ALL CEILING ELEVATIONS SHOWN ON SECTION A-A  
8' FOR GARAGE ON FOUNDATION PLAN ADD 7100.00' TO  
FIGURE SHOWN (TYPICAL ALL APPLICABLE SHEETS)



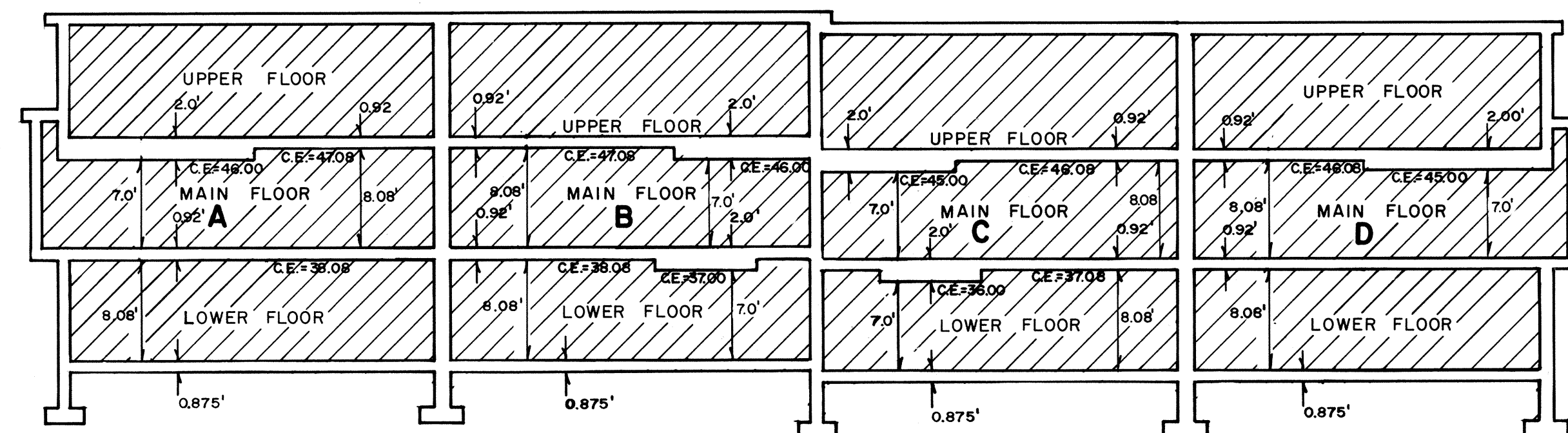
**P/S ASSOCIATES, INC.**  
ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. - SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH: (801) 532-7681  
P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.  
**2**  
**19**

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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST  
OF Associated T.H.E.  
DATE 3-1-82 TIME 3:35 BOOK --- PAGE ---  
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SUMMIT COUNTY RECORDER



**FOUNDATION PLAN**  
**BUILDING NO. 2**  
 SCALE: 1"=10'

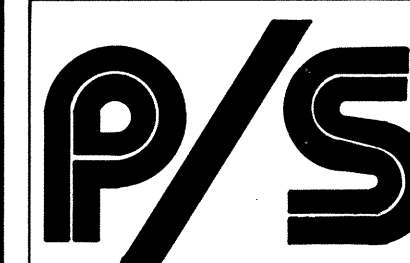
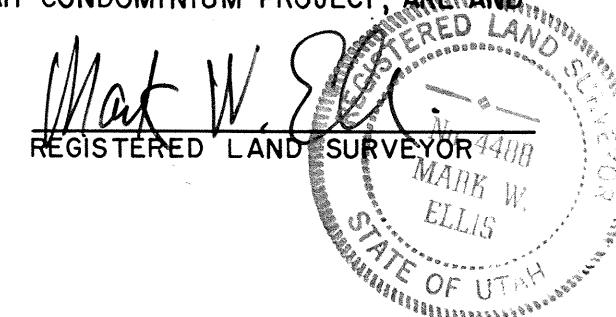


**SECTION A-A**  
 SCALE: 1"=10'

NOTE: SEE FLOOR ELEVATION TABLE SHEET NO. 2

I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.

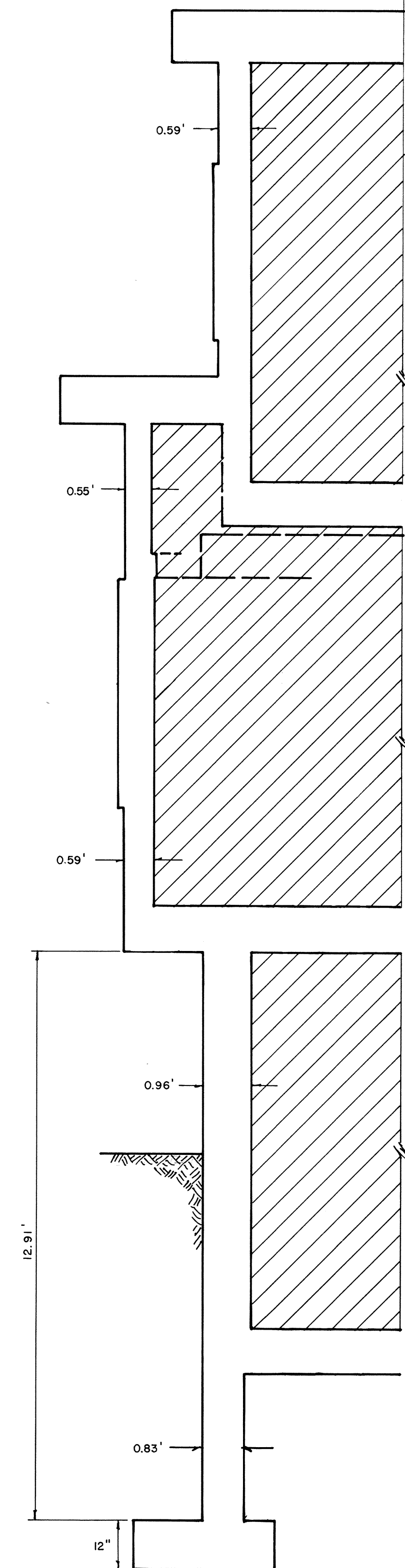
DATE DEC. 13 1981



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 SALT LAKE CITY, UTAH, 84101  
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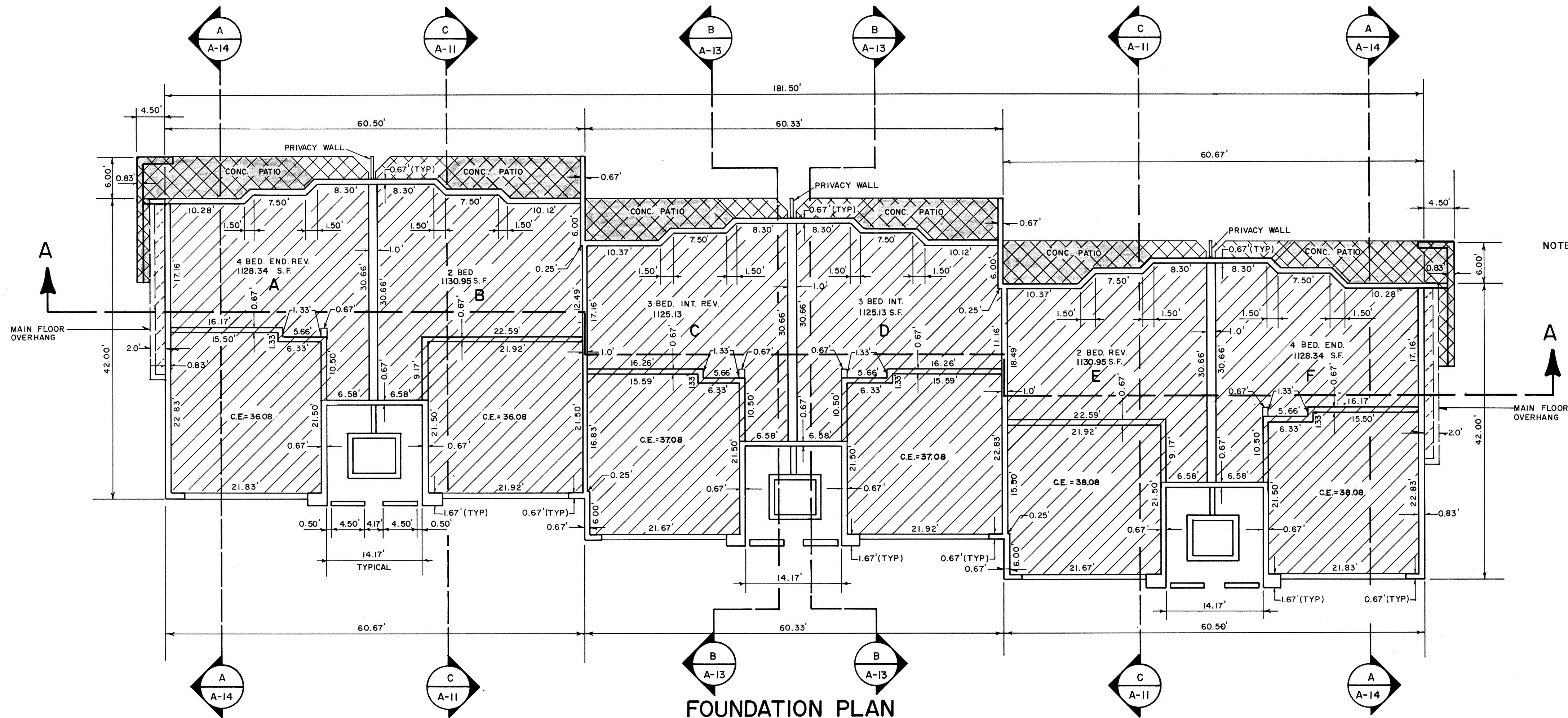
SHEET NO.  
**3**  
**19**

RECORDED NO. 189016  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ASSOCIATED TITLE  
 DATE 3-1-82 TIME 3:35 BOOK --- PAGE ---  
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**SECTION A-A DETAIL**  
 TYPICAL WALL SECTION FOR END UNITS

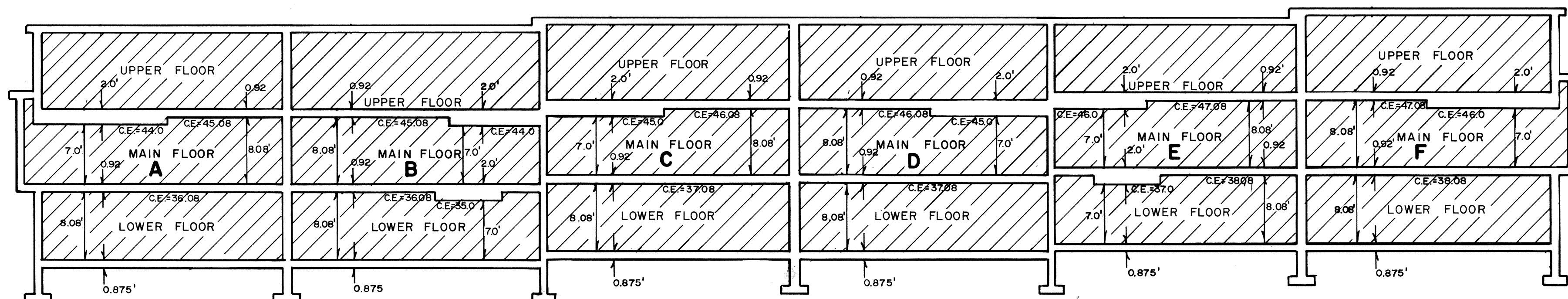




NOTE: SEE FLOOR ELEVATION TABLE ON SHEET NO. 2  
SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL

### FOUNDATION PLAN

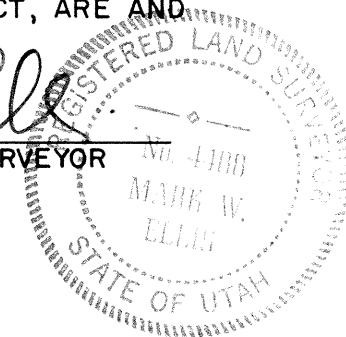
BUILDING NO. 3  
SCALE: 1"=10'



I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF  
LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND  
WILL BE AS SHOWN ON THIS PLAT.

DATE DEC. 13 1981

Mark W. Ellis  
REGISTERED LAND SURVEYOR



### SECTION A-A

SCALE: 1"=10'



**P/S ASSOCIATES, INC.**

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SHEET NO.

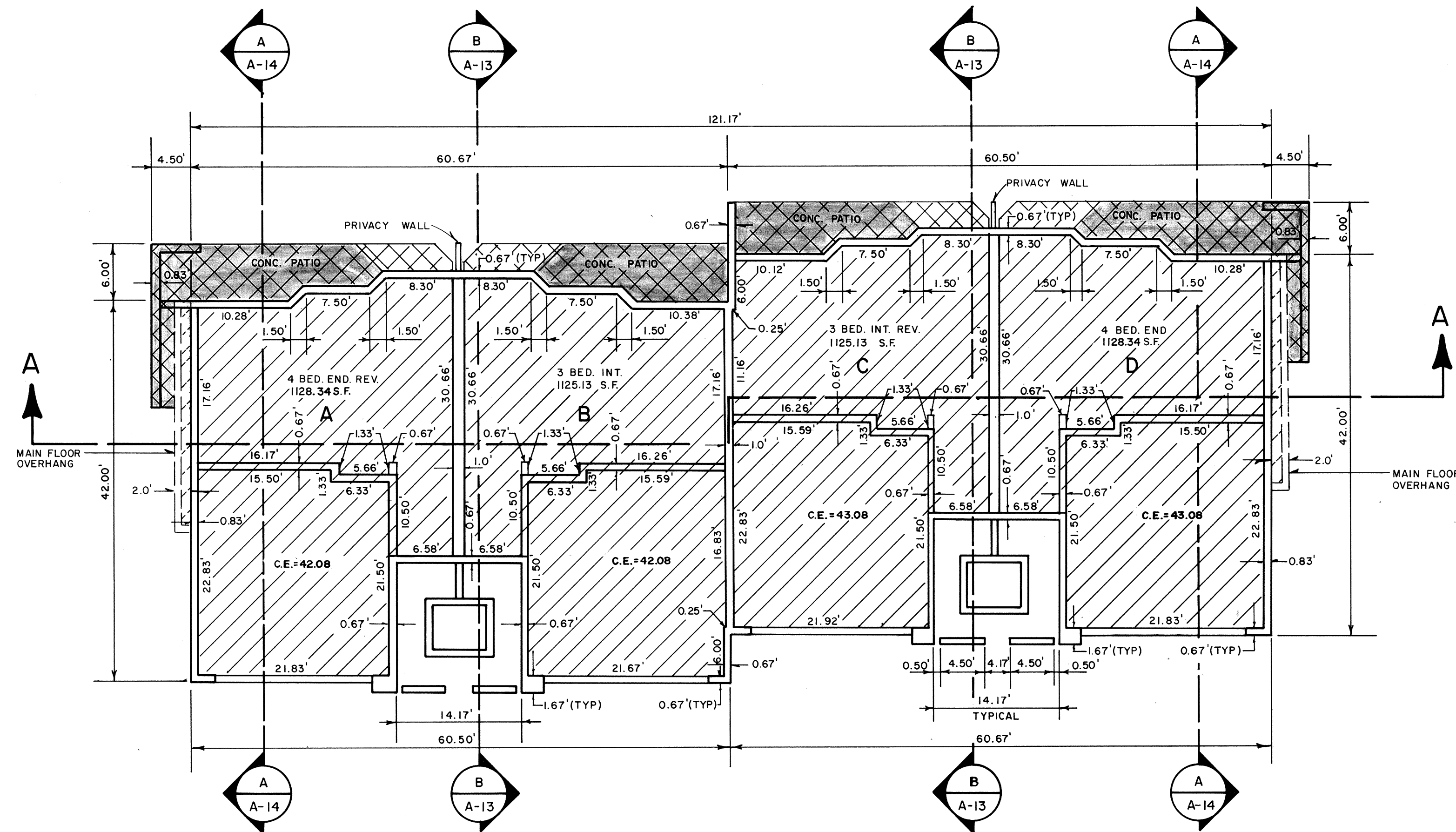
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**19**

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OF ASSOCIATED T.T.T.E.

DATE 3-1-82 TIME 3:35 BOOK — PAGE —

FEE \$ — Handy Springs  
SUMMIT COUNTY RECORDER



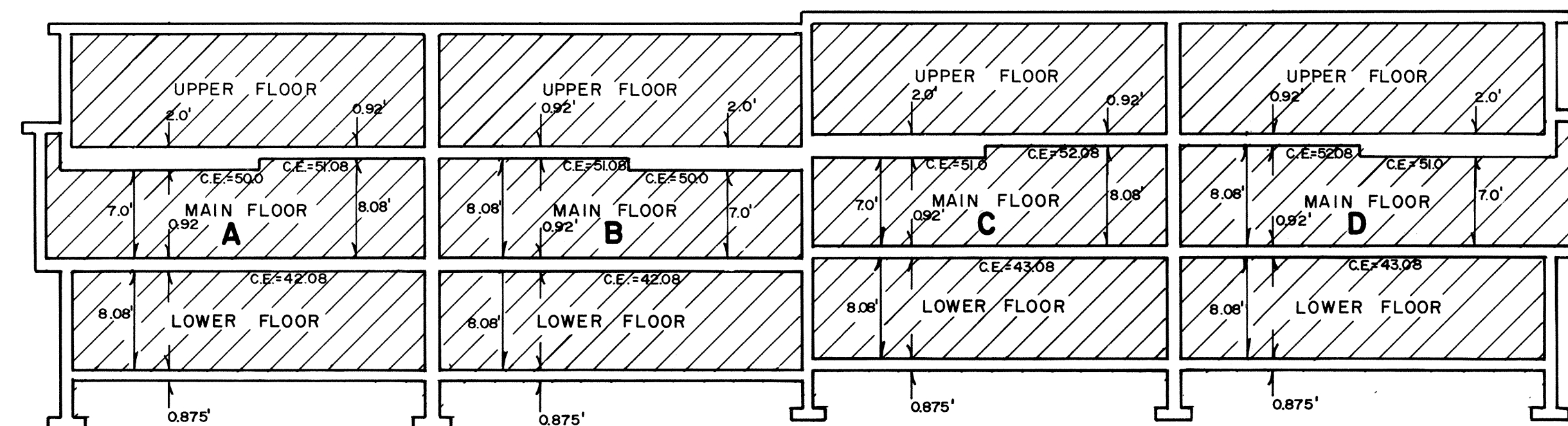
NOTE: SEE FLOOR ELEVATION TABLE ON SHEET NO. 2 &  
SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL

### FOUNDATION PLAN

BUILDING NO. 4

SCALE: 1"=10'

NOTE: SHADED AREAS INDICATE LIMITED  
COMMON BALCONIES ON FLOOR ABOVE  
PATIOS.

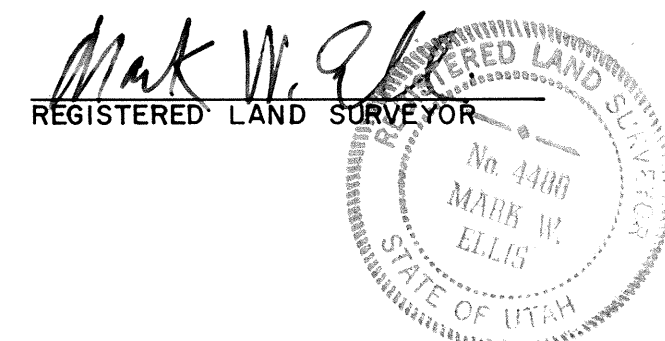


### SECTION A-A

SCALE: 1"=10'

I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF  
LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND  
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DATE DEC 13 1981



**P/S ASSOCIATES, INC.**

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH - (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.

**5**  
**19**

RECORDED NO. 189016

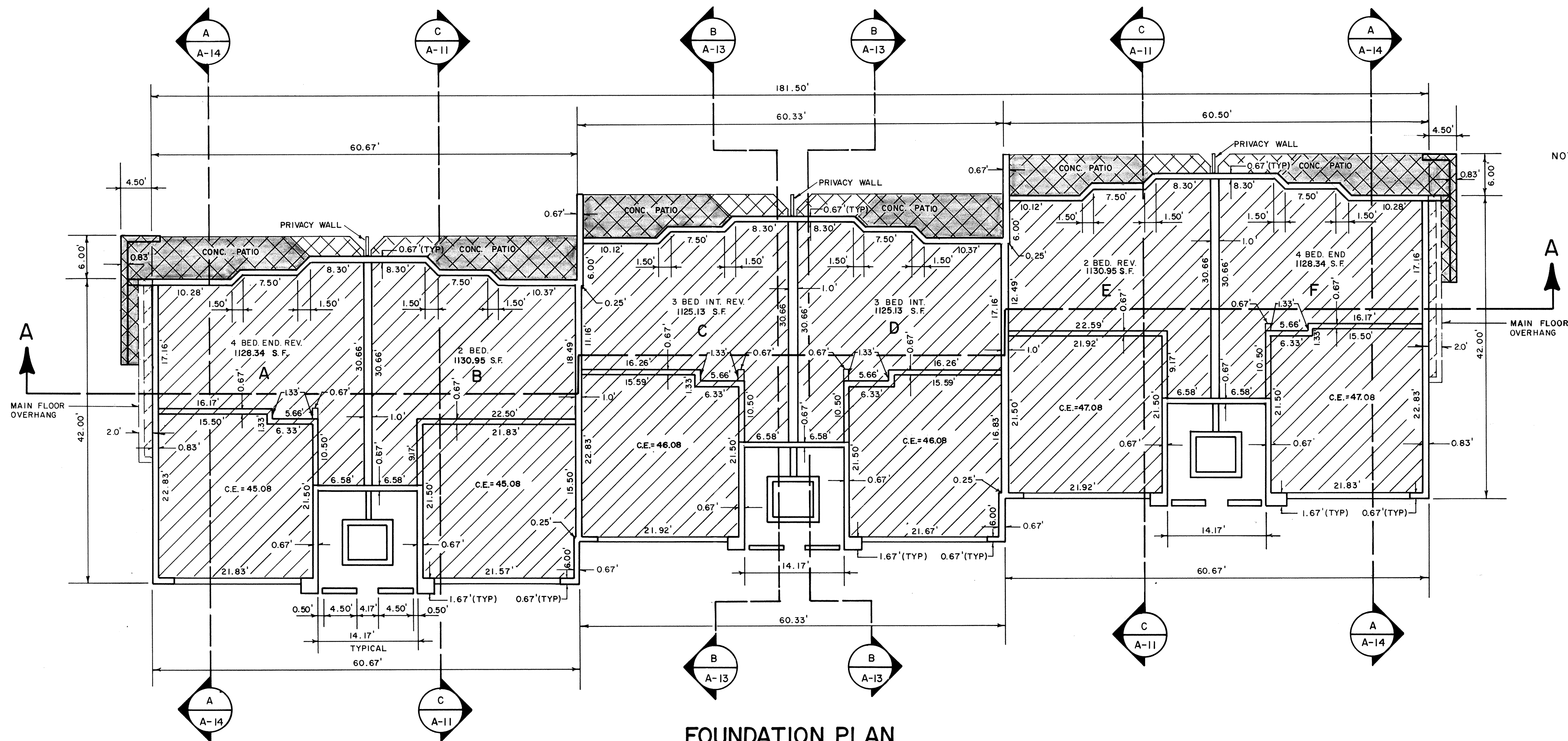
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OF ASSOCIATED TITLE

DATE 3-1-82 TIME 3:35 BOOK --- PAGE ---

FEE \$ Phanda Y. Springs SUMMIT COUNTY RECORDER





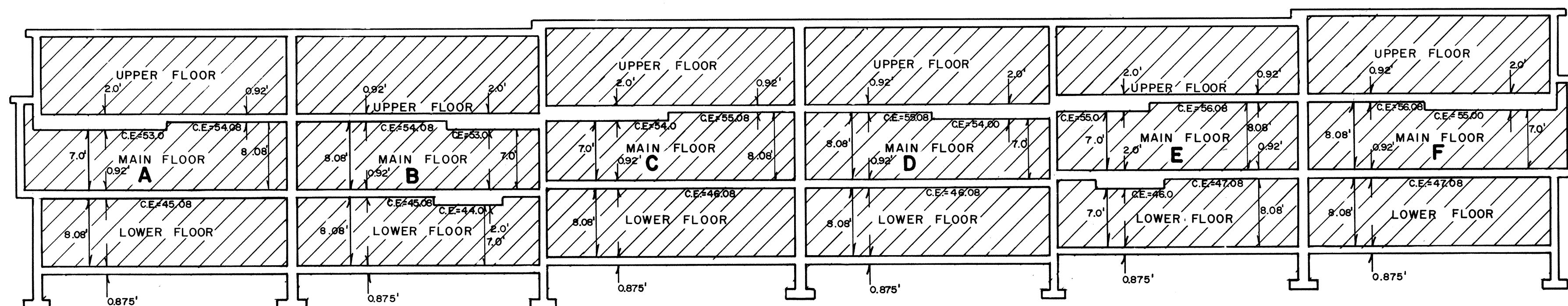
NOTE: SEE FLOOR ELEVATION TABLE ON SHEET NO. 2 &  
SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.

### FOUNDATION PLAN

BUILDING NO. 5

SCALE: 1"=10'

NOTE: SHADED AREAS INDICATE LIMITED COMMON BALCONIES  
ON FLOOR ABOVE PATIOS.



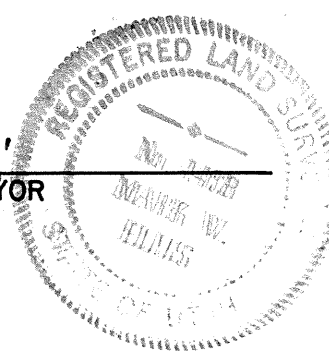
### SECTION A-A

SCALE: 1"=10'

I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF  
LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND  
WILL BE AS SHOWN ON THIS PLAN.

DATE DEC 13 1981

Mark W. Ellis  
REGISTERED LAND SURVEYOR



P/S ASSOCIATES, INC.

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. - SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH = (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

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6  
19

RECORDED NO. 189016

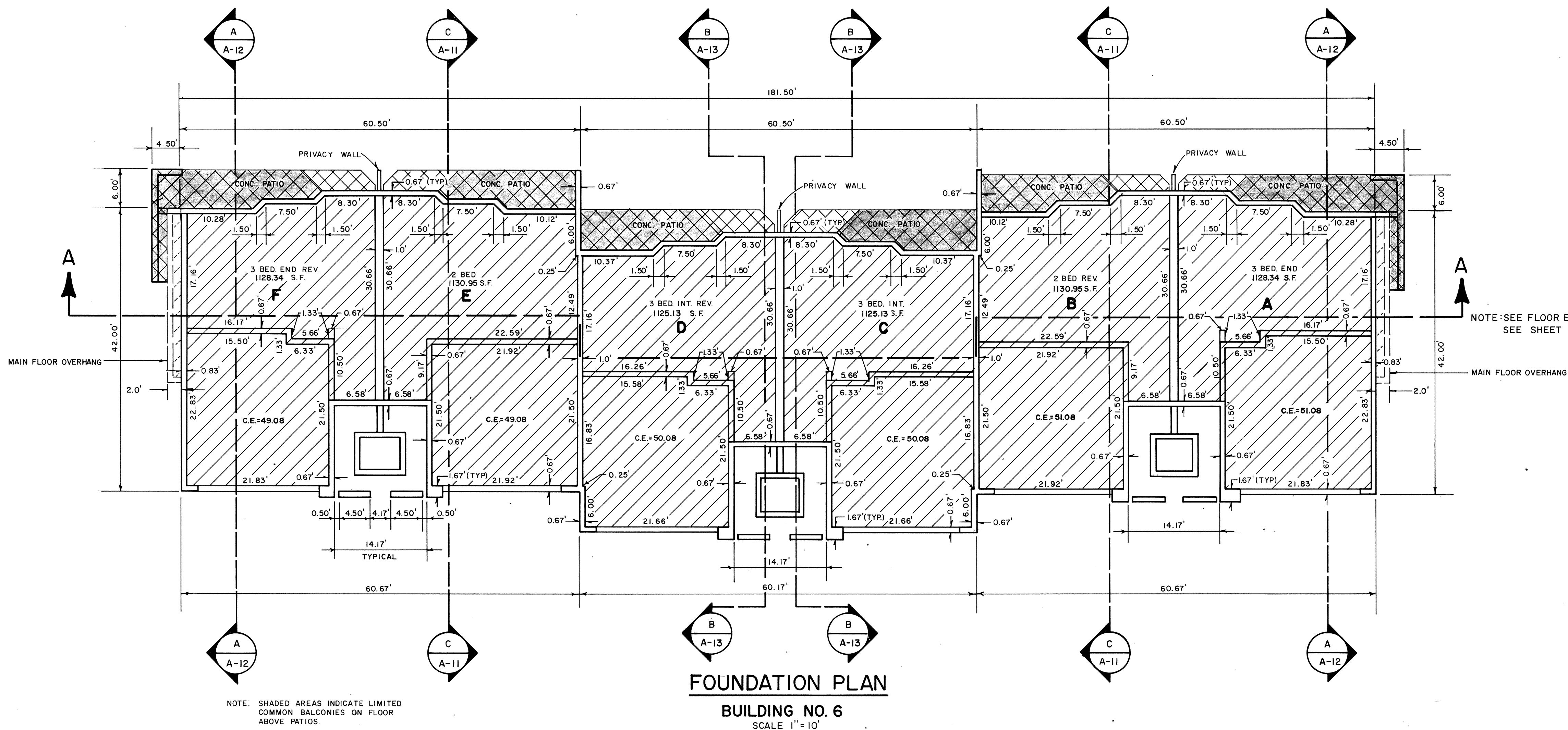
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST

OF ASSOCIATED TIME

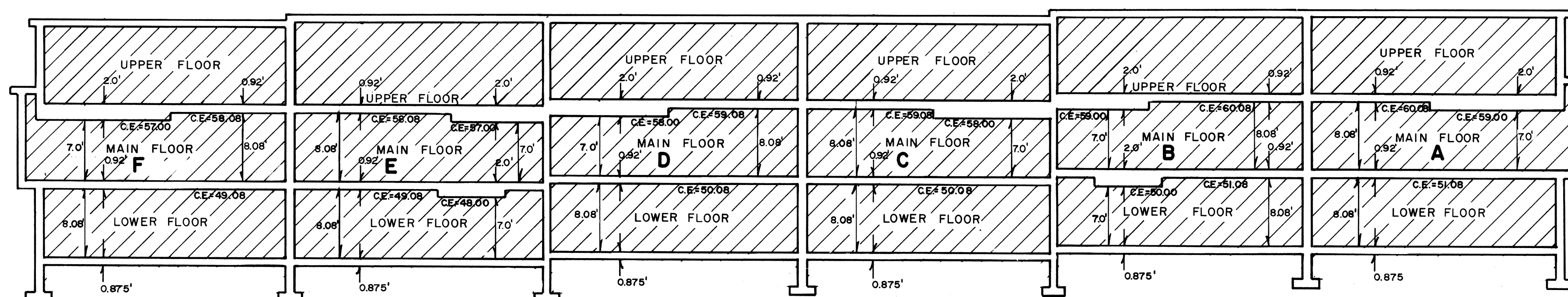
DATE 3-1-82 TIME 3:35 BOOK — PAGE —

FEE \$ 24.00 Handy Springs  
SUMMIT COUNTY RECORDER





NOTE: SEE FLOOR ELEVATION TABLE SHEET NO. 2 &  
 SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.



I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF  
 LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND  
 WILL BE AS SHOWN ON THIS PLAT.

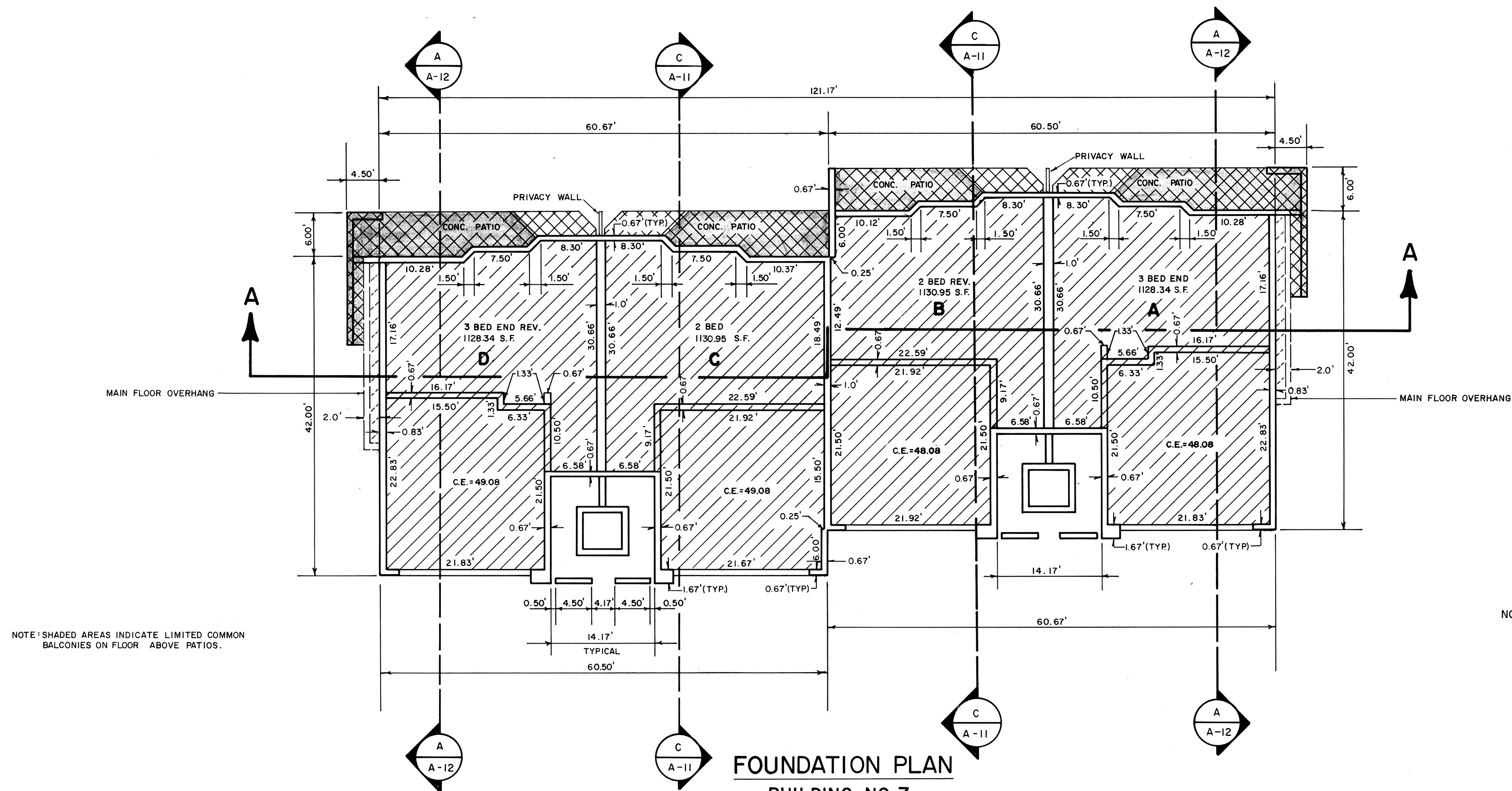
Dec 13 1981  
 DATE



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 SALT LAKE CITY, UTAH, 84101  
 PH (801) 532-7681  
 P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.  
**7**  
**19**

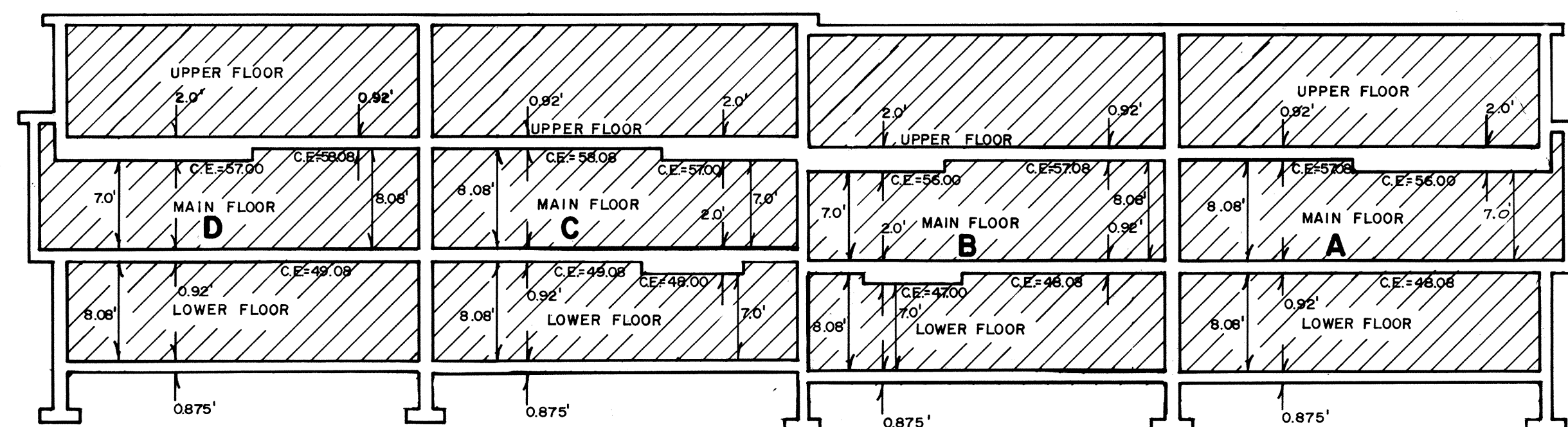
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 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST  
 OF Associated Title  
 DATE 3-1-82 TIME 3:35 BOOK        PAGE         
 FEE \$        Handa & Spragg  
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NOTE: SHADED AREAS INDICATE LIMITED COMMON BALCONIES ON FLOOR ABOVE PATIOS.

NOTE: SEE FLOOR ELEVATION TABLE SHEET 2 & SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.

**FOUNDATION PLAN**  
**BUILDING NO. 7**  
SCALE: 1" = 10'



**SECTION A-A**  
SCALE: 1" = 10'

I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.

Dec 12 1981  
DATE

Mark W. Ellis  
REGISTERED LAND SURVEYOR

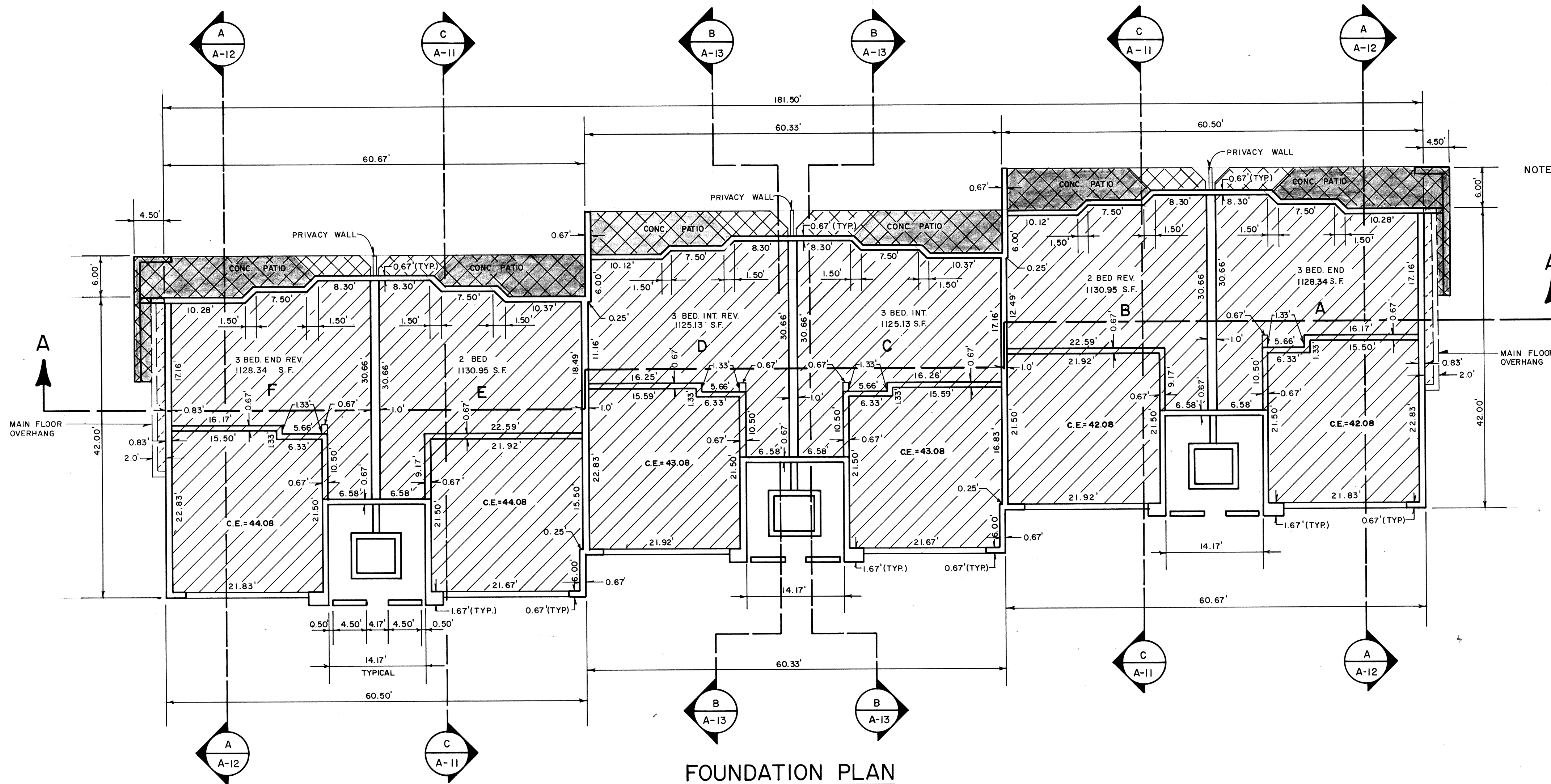


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ENGINEERS AND SURVEYORS  
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SALT LAKE CITY, UTAH, 84101  
PH: (801) 532-7681  
P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.  
**8**  
**19**

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FEE \$        Nanda Y. Spragg  
SUMMIT COUNTY RECORDER

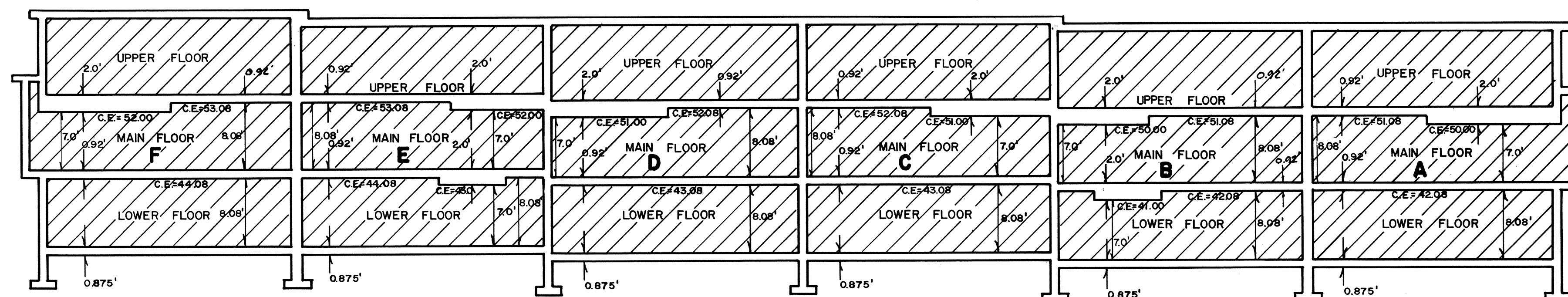




NOTE: SEE FLOOR ELEVATION TABLE ON SHEET NO. 2 &  
SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.

**FOUNDATION PLAN**  
**BUILDING NO. 8**  
SCALE 1" = 10'

NOTE: SHADED AREAS INDICATE LIMITED  
COMMON BALCONIES ON FLOOR  
ABOVE PATIOS.

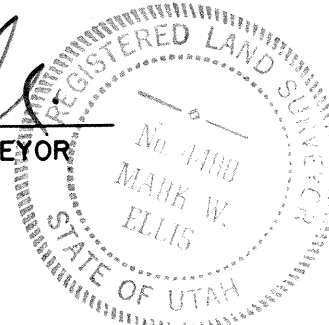


**SECTION A-A**  
SCALE: 1" = 10'

I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS  
OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE  
AND WILL BE AS SHOWN ON THIS PLAN.

Dec 13, 2011  
DATE

Mark W. Ellis  
REGISTERED LAND SURVEYOR



**P/S ASSOCIATES, INC.**

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH = (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.

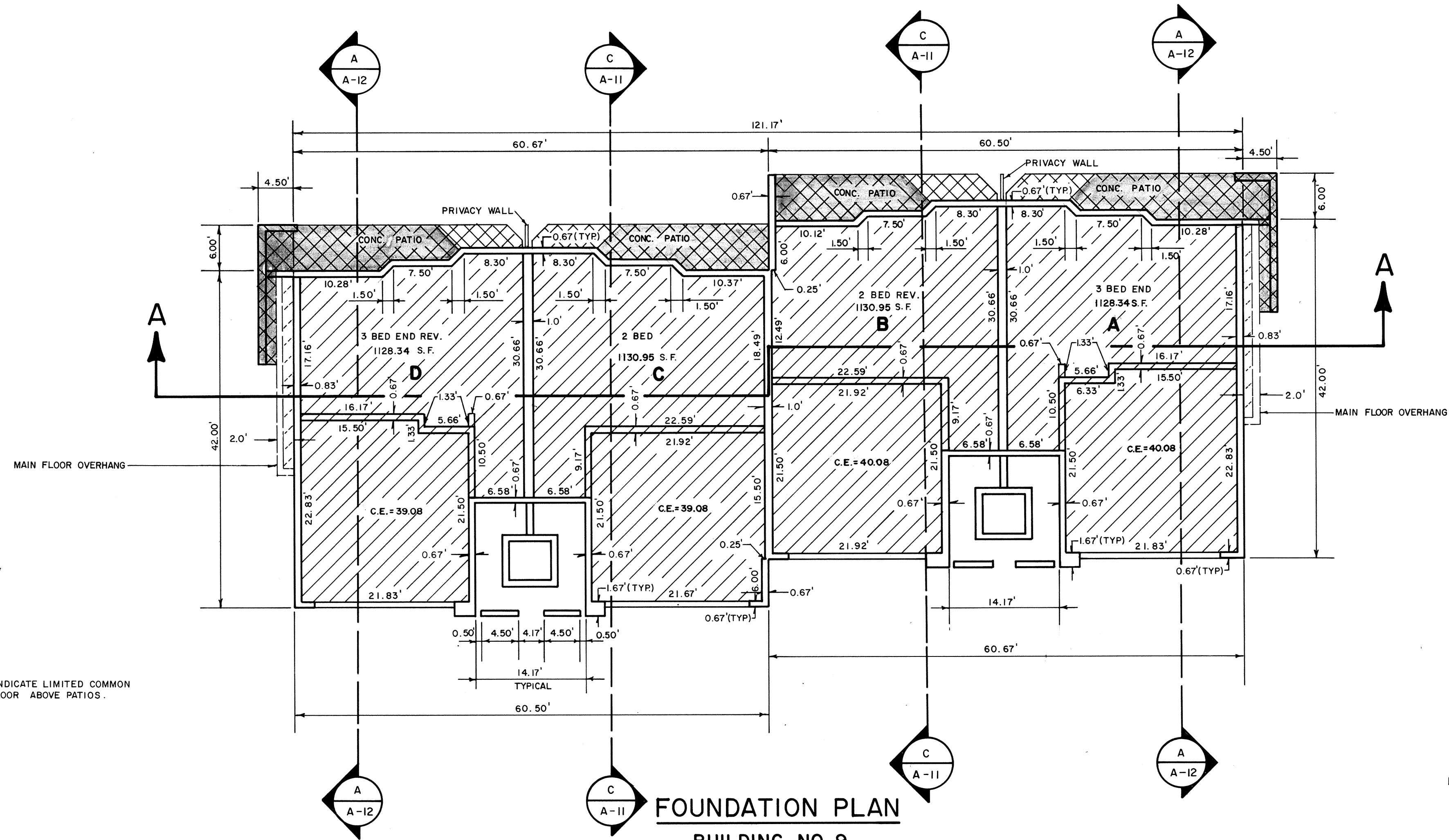
9  
19

RECORDED NO. 189016

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST  
OF Associated Title

DATE 3-1-82 TIME 3:35 BOOK     PAGE    

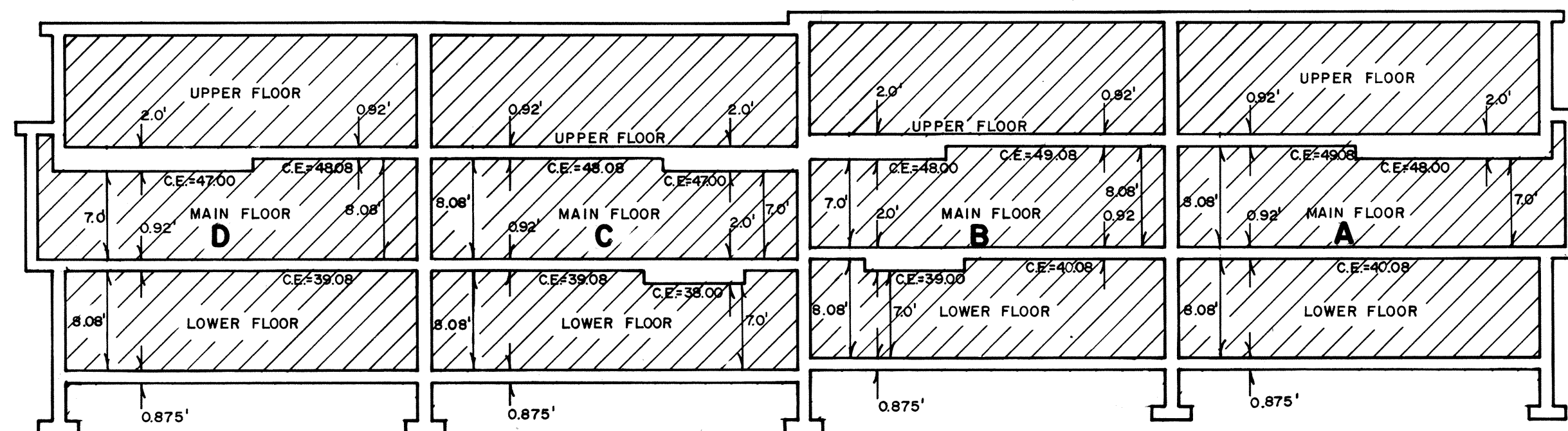
FEE \$     Wanda Y. Spragg  
SUMMIT COUNTY RECORDER



NOTE: SHADED AREAS INDICATE LIMITED COMMON BALCONIES ON FLOOR ABOVE PATIOS.

NOTE: SEE FLOOR ELEVATION TABLE SHEET 2, AND SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL

**FOUNDATION PLAN**  
BUILDING NO. 9  
SCALE 1" = 10'

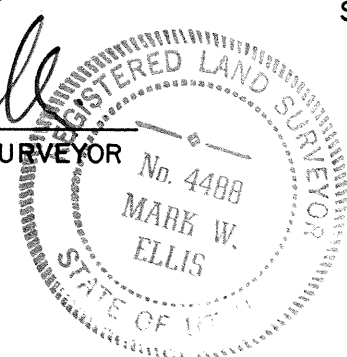


I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.

**SECTION A-A**  
SCALE: 1" = 10'

DATE DEC 13/2011

Mark W. Ellis  
REGISTERED LAND SURVEYOR

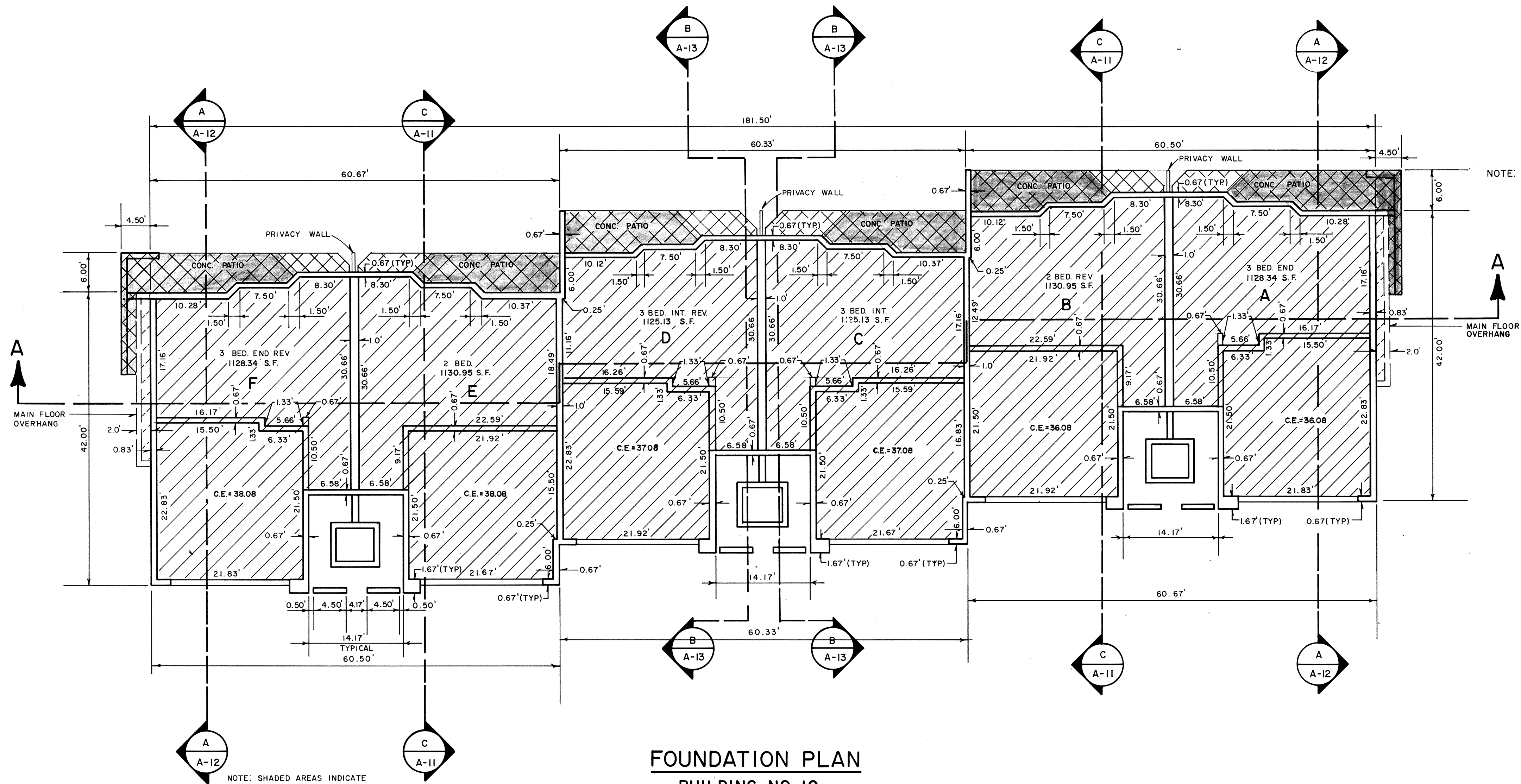


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ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH 84101  
PH: (801) 532-7681  
P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.  
**10**  
**19**

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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ASSOCIATED Title  
DATE 5-1-82 TIME 3:35 BOOK 1 PAGE 1  
Wanda Z. Spriggs  
SUMMIT COUNTY RECORDER

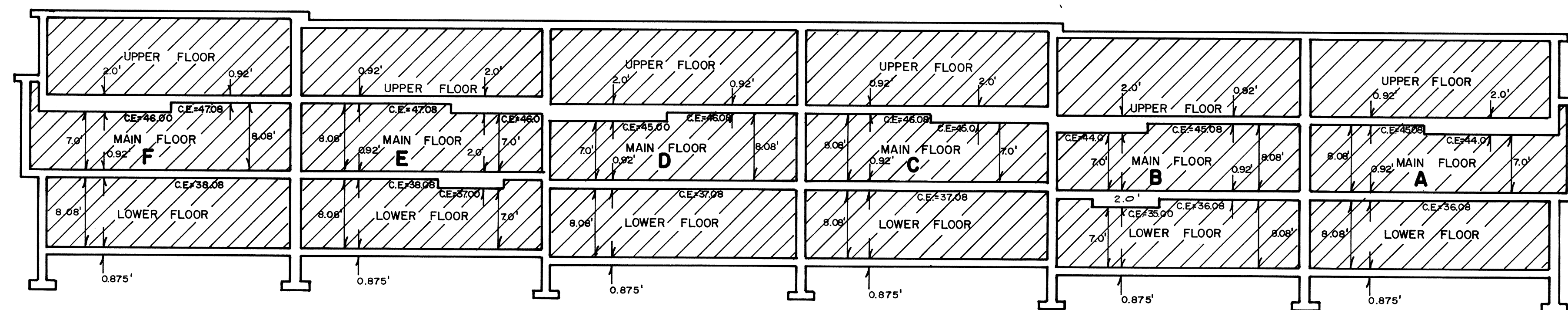




# FOUNDATION PLAN

BUILDING NO. 10

SCALE 1" = 10'



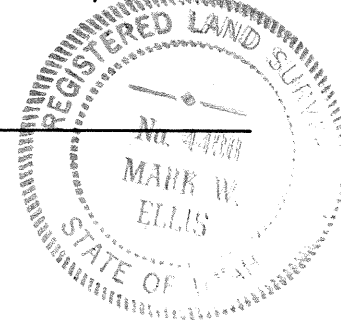
# SECTION A-A

SCALE: 1" = 10'

I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAN.

Dec 17 1981  
DATE

Mark W. Ellis  
REGISTERED LAND SURVEYOR



P/S ASSOCIATES, INC.

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH: (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.

11  
19

RECORDED NO. 180016

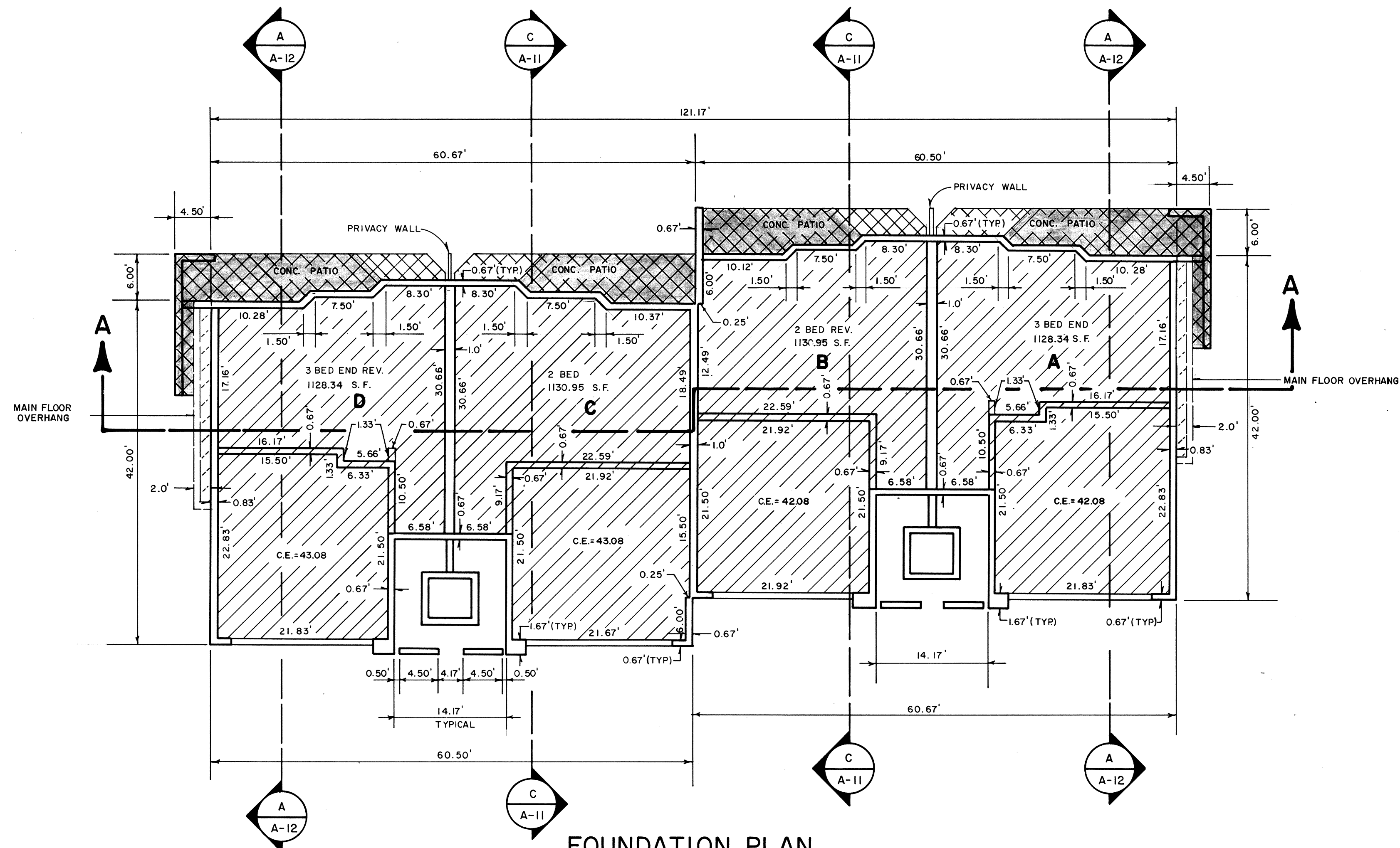
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Standa Z. Spriggs  
SUMMIT COUNTY RECORDER

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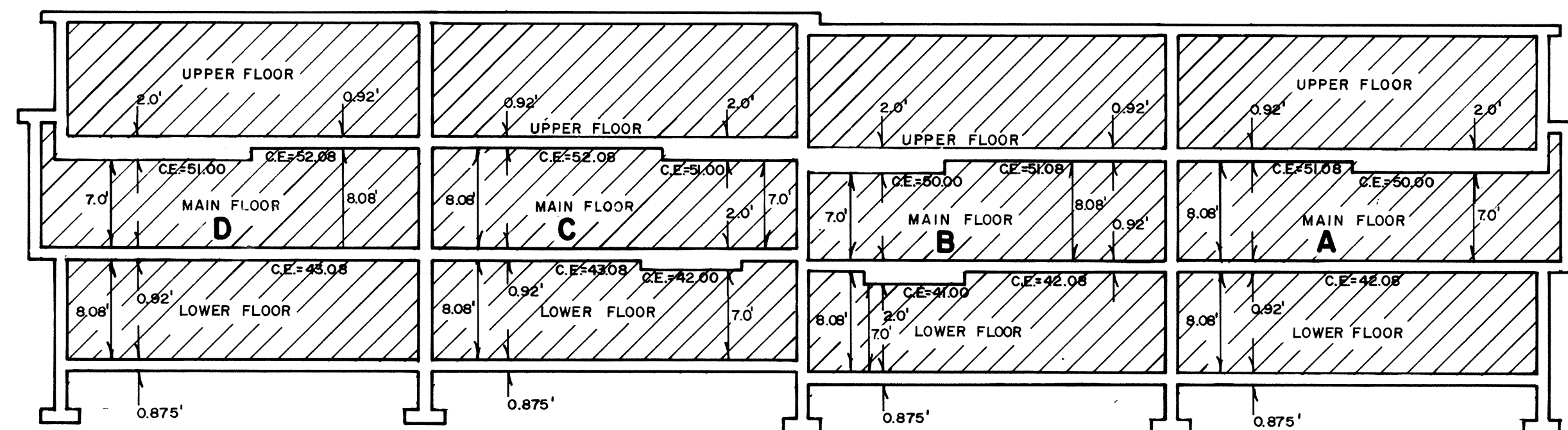


### FOUNDATION PLAN

BUILDING NO. 11

SCALE 1" = 10'

NOTE: SEE FLOOR ELEVATION TABLE SHEET 2, AND SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL



### SECTION A-A

SCALE: 1" = 10"

I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.

DATE DEC 13 1981

Mark W. Ellis  
REGISTERED LAND SURVEYOR  
No. 4488  
STATE OF UTAH



P/S ASSOCIATES, INC.

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH: (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.

12 / 19

RECORDED NO. 189016

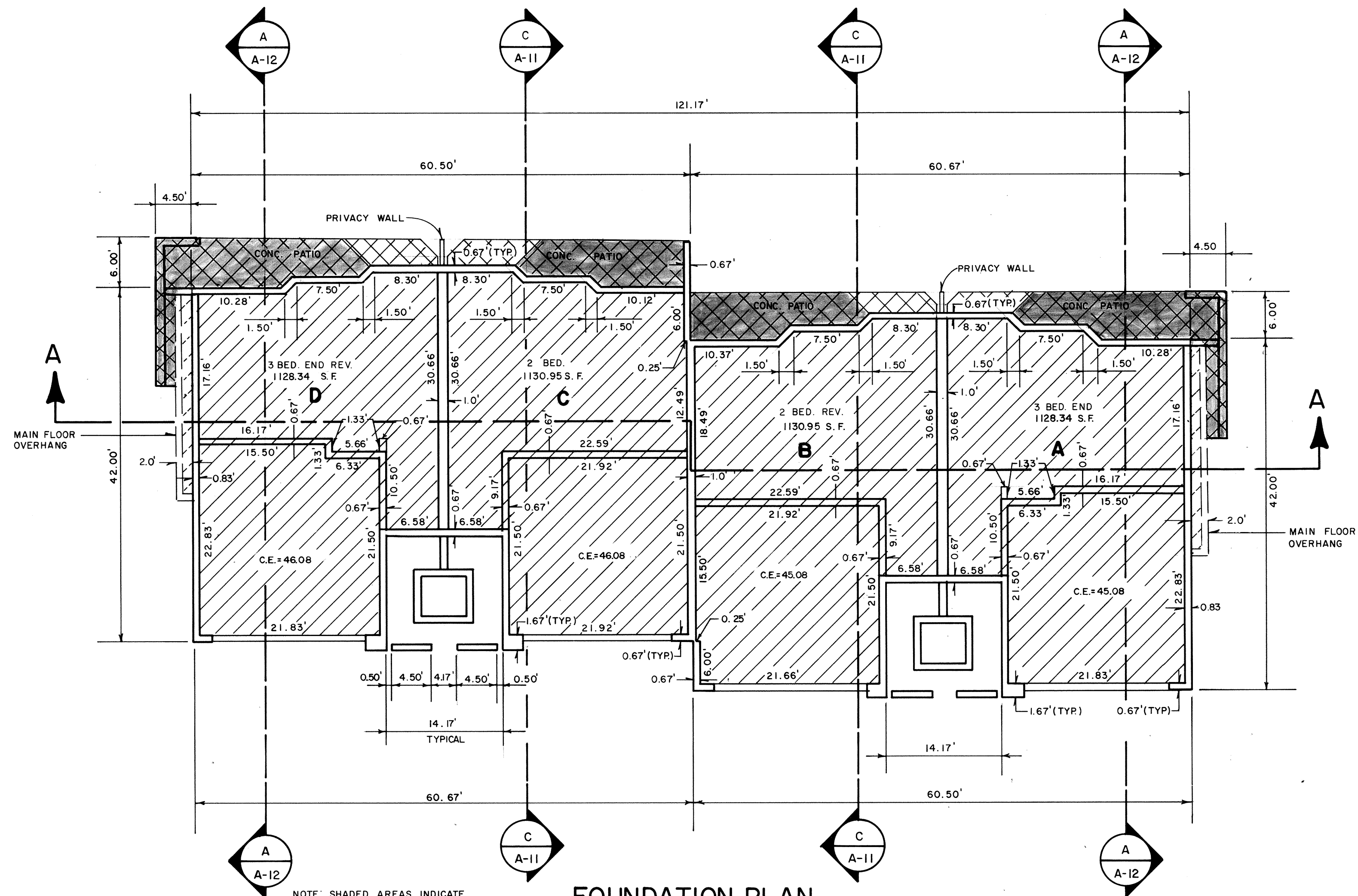
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OF Associated Title

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Manda Springer  
SUMMIT COUNTY RECORDER



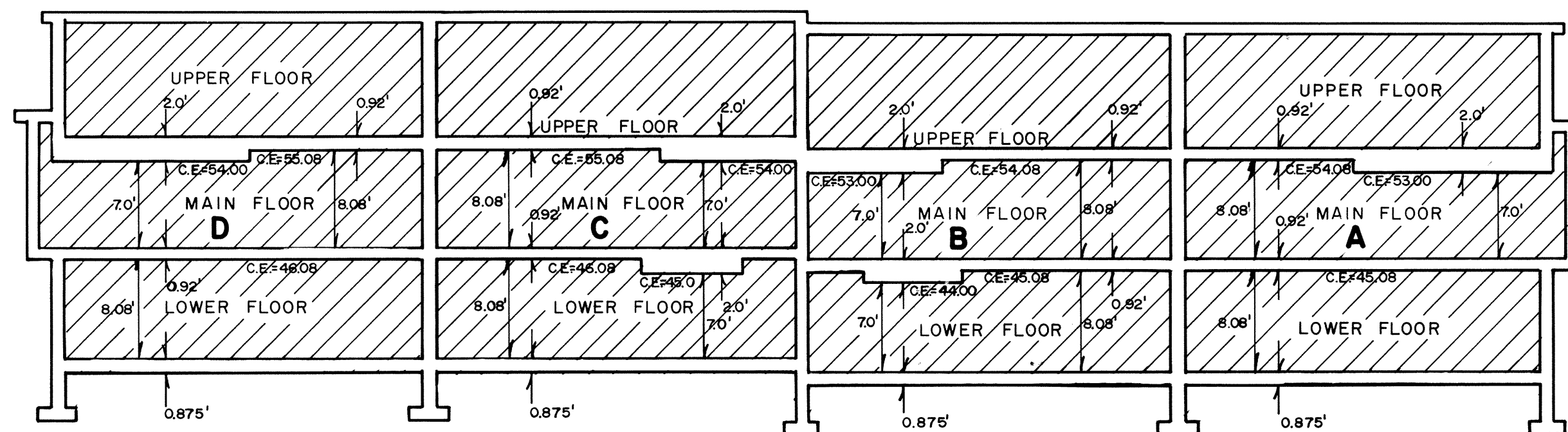


NOTE: SHADED AREAS INDICATE LIMITED COMMON BALCONIES ON FLOORS ABOVE PATIOS

### FOUNDATION PLAN

BUILDING NO. 12

SCALE: 1" = 10'



### SECTION A-A

SCALE: 1" = 10'

I, MARK W. ENS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAN.

DATE 12-15-81

Mark W. Ens  
REGISTERED LAND SURVEYOR



P/S ASSOCIATES, INC.

ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. - SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH = (801) 532-7681

P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.

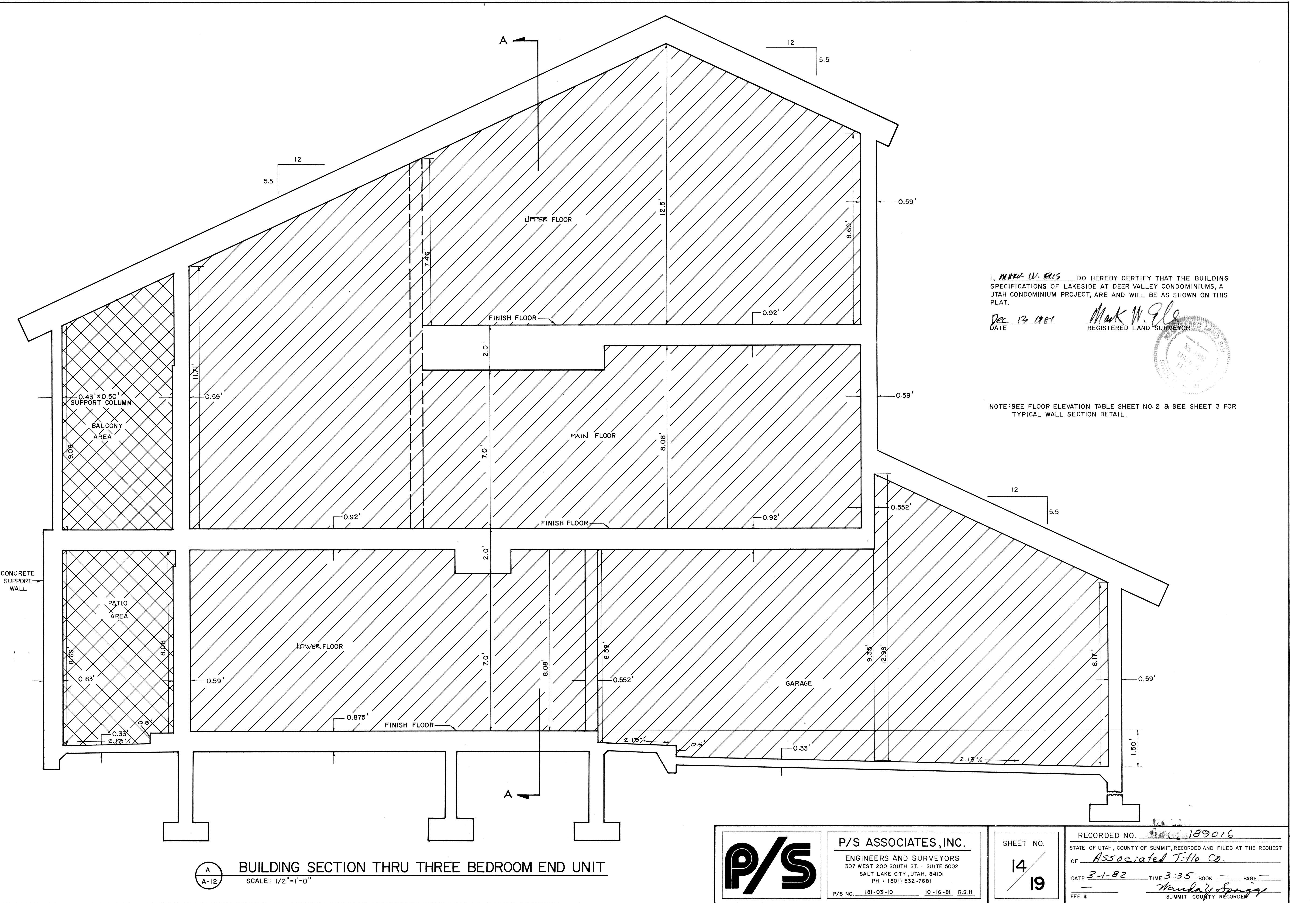
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RECORDED NO. 189016

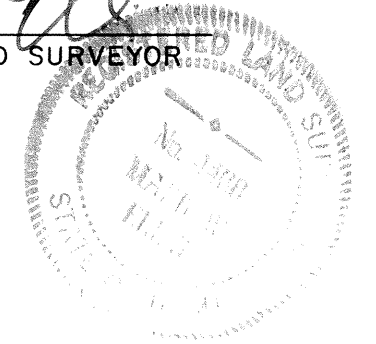
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Associated Title Co.

DATE 3-1-82 TIME 3:35 BOOK 1 PAGE 1

FEE \$ Wanda Y. Spang  
SUMMIT COUNTY RECORDER



I, Mark W. Gleason DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.  
DATE Dec 13 1981 REGISTERED LAND SURVEYOR



NOTE: SEE FLOOR ELEVATION TABLE SHEET NO. 2 & SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL.

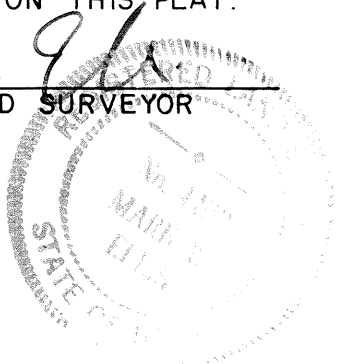
**BUILDING SECTION THRU THREE BEDROOM END UNIT**  
SCALE: 1/2"=1'-0"

	<b>P/S ASSOCIATES, INC.</b>	SHEET NO.	RECORDED NO. <u>189016</u>
	ENGINEERS AND SURVEYORS	<u>14</u>	STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF <u>Associated Title Co.</u>
	307 WEST 200 SOUTH ST. SUITE 5002	<u>19</u>	DATE <u>3-1-82</u> TIME <u>3:35</u> BOOK <u>    </u> PAGE <u>    </u>
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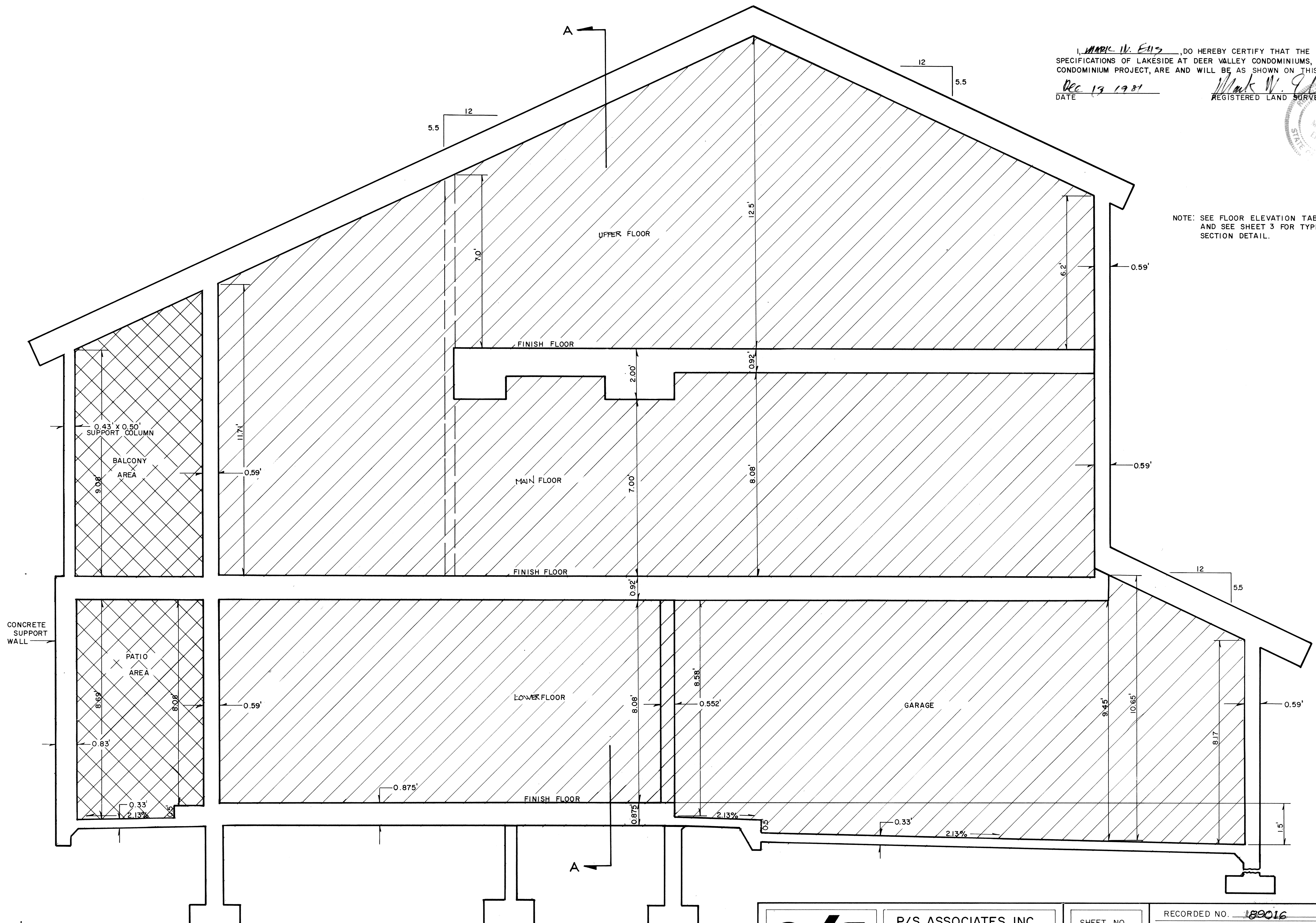
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I, MARK W. ELLIS, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.  
 DATE DEC 13 1981 Mark W. Ellis  
 REGISTERED LAND SURVEYOR



NOTE: SEE FLOOR ELEVATION TABLE SHEET 2, AND SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL.



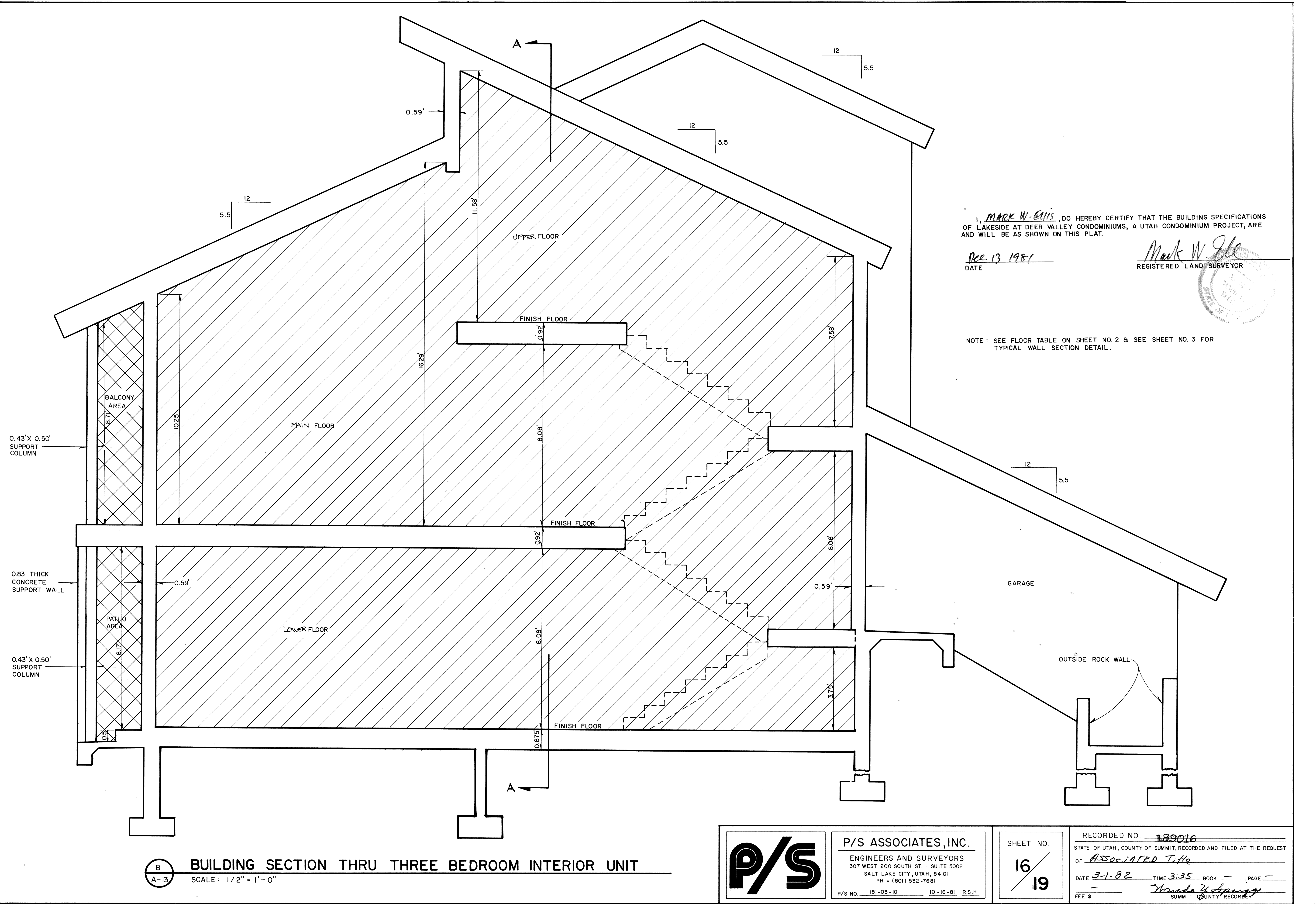
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 SCALE 1/2" = 1'-0"



**P/S ASSOCIATES, INC.**  
 ENGINEERS AND SURVEYORS  
 307 WEST 200 SOUTH ST. SUITE 5002  
 SALT LAKE CITY, UTAH, 84101  
 PH - (801) 532-7681  
 P/S NO. 181-03-10 10-16-81 R.S.H.

SHEET NO.  
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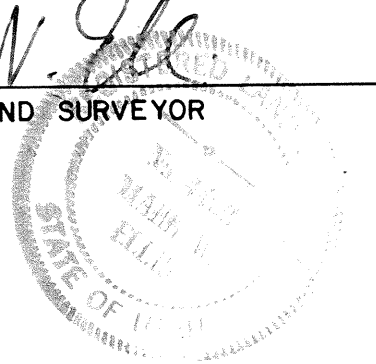
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 DATE 3-1-82 TIME 3:35 BOOK — PAGE —  
Manda Y. Seng  
 SUMMIT COUNTY RECORDER



I, Mark W. Ellis, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.

Dec 13 1981  
DATE

Mark W. Ellis  
REGISTERED LAND SURVEYOR



NOTE: SEE FLOOR TABLE ON SHEET NO. 2 & SEE SHEET NO. 3 FOR TYPICAL WALL SECTION DETAIL.

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A-13

**BUILDING SECTION THRU THREE BEDROOM INTERIOR UNIT**  
SCALE: 1/2" = 1'-0"

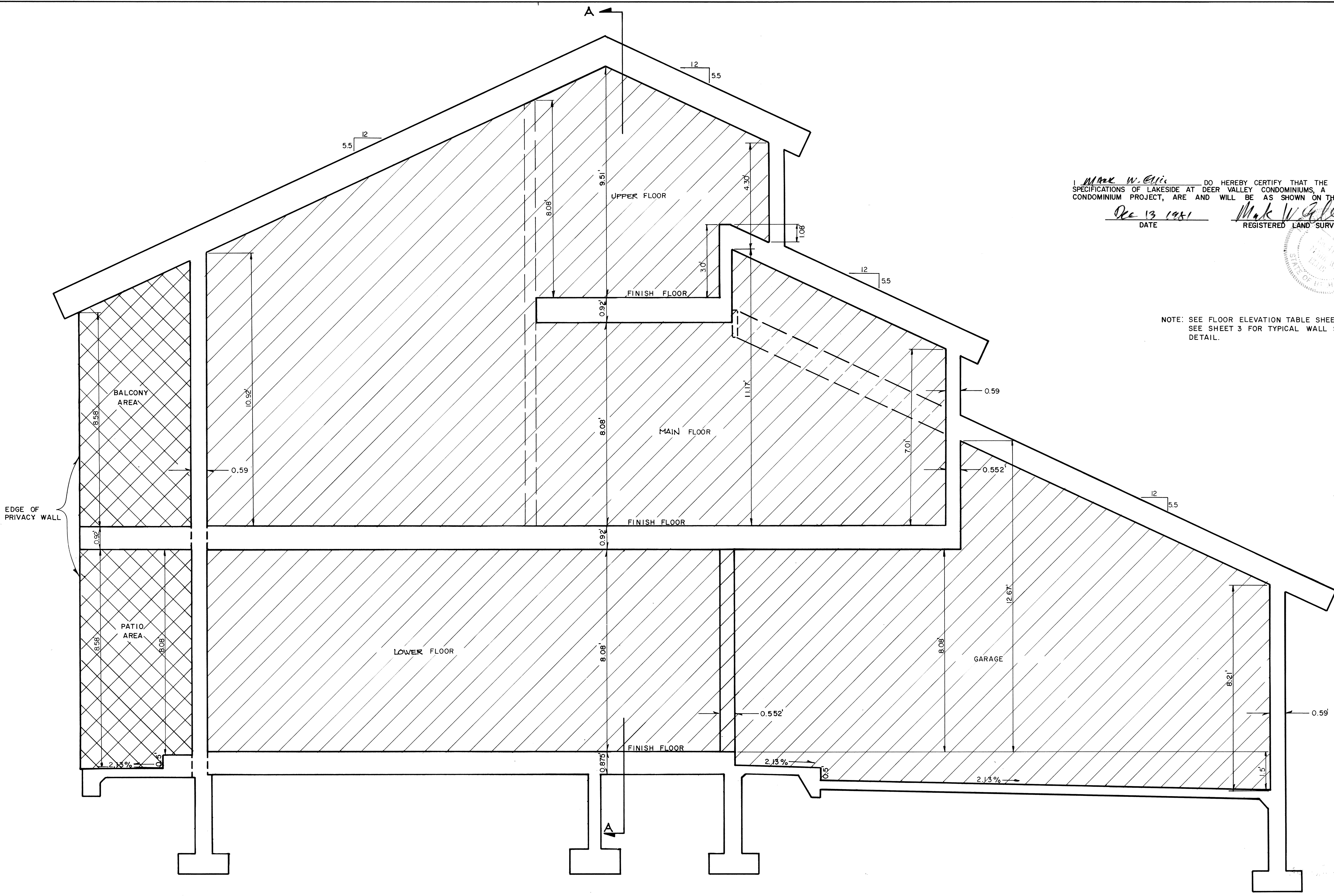


**P/S ASSOCIATES, INC.**  
ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. - SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
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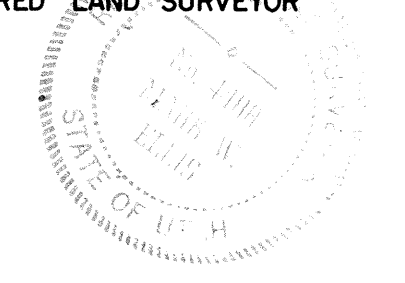
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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Associated Title  
DATE 3-1-82 TIME 3:35 BOOK — PAGE —  
FEE \$ — Wanda Y. Spragg  
SUMMIT COUNTY RECORDER





I, Mark W. Gile, DO HEREBY CERTIFY THAT THE BUILDING SPECIFICATIONS OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT, ARE AND WILL BE AS SHOWN ON THIS PLAT.  
DATE Dec 13 1981 REGISTERED LAND SURVEYOR



NOTE: SEE FLOOR ELEVATION TABLE SHEET 2, AND SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL.

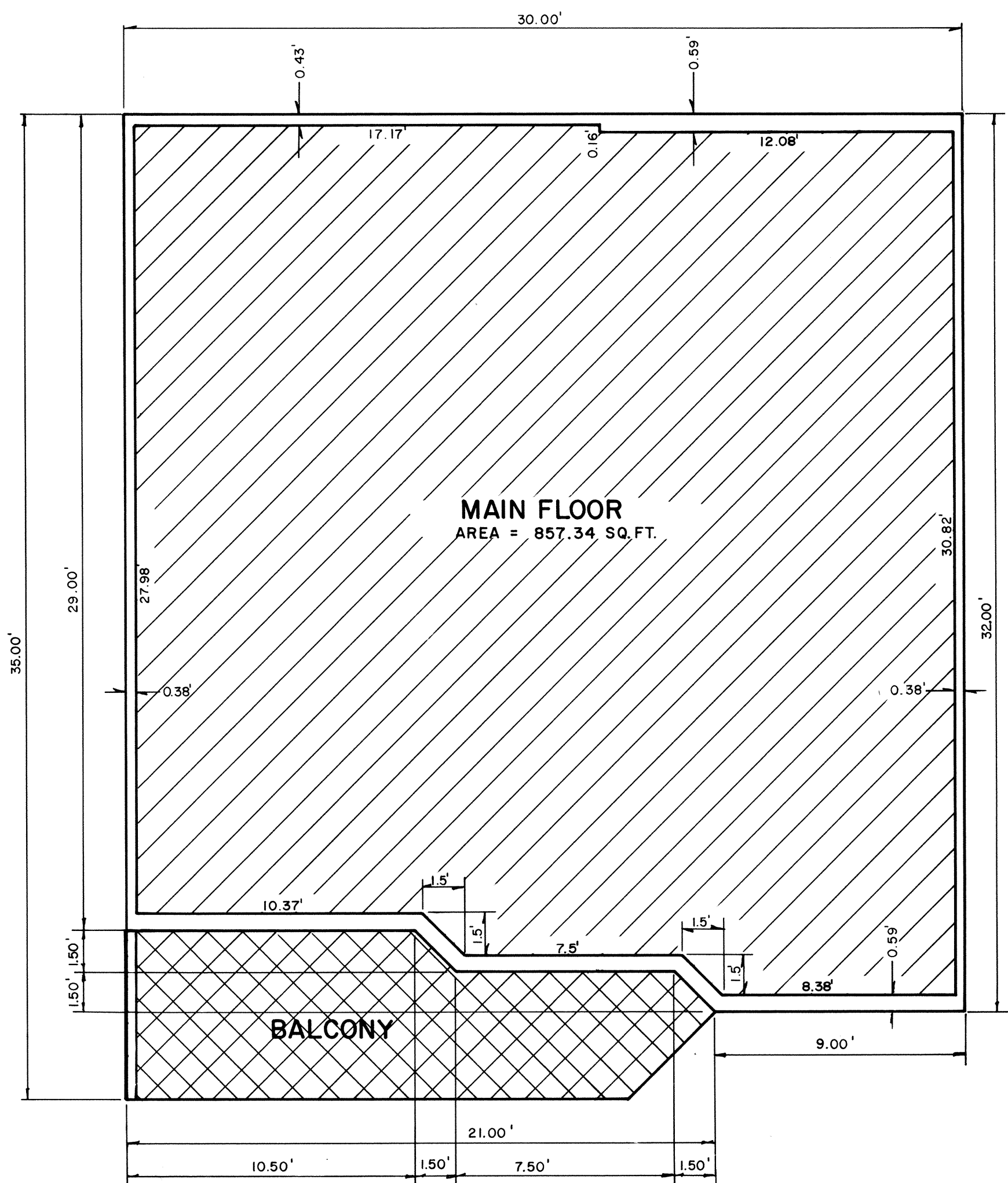
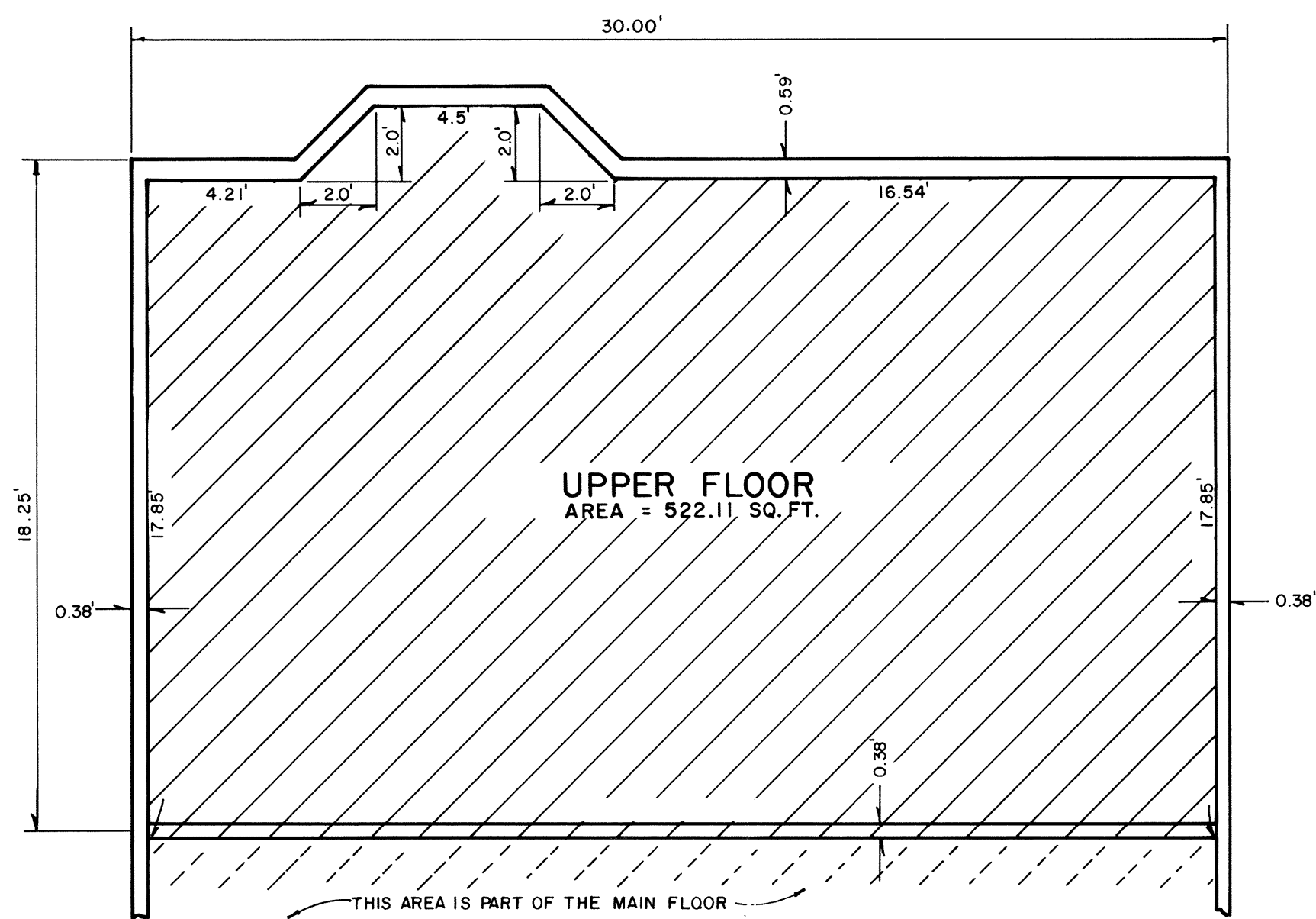
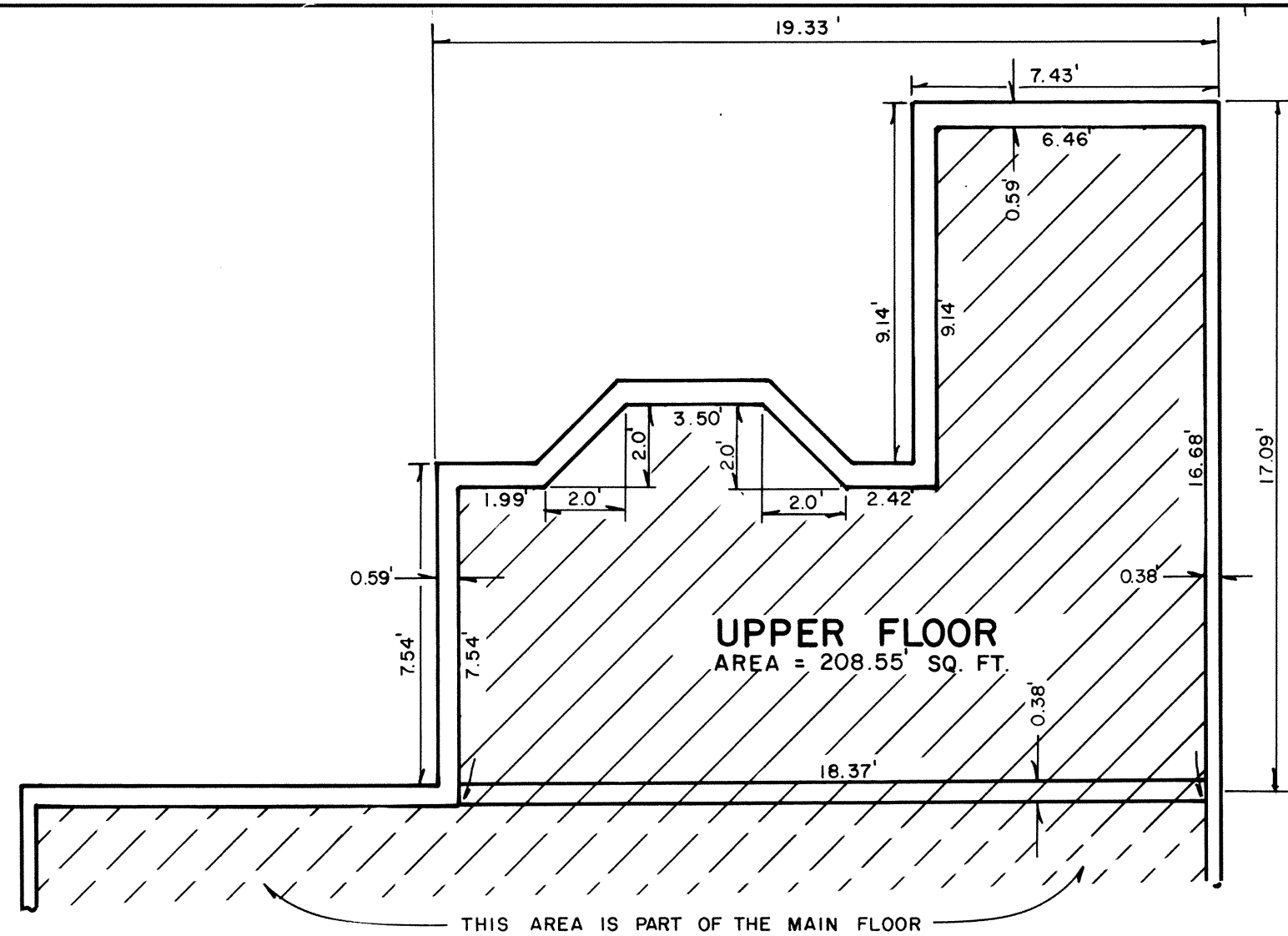
C BUILDING SECTION THRU TWO BEDROOM UNIT  
A-11 SCALE 1/2" = 1'-0"



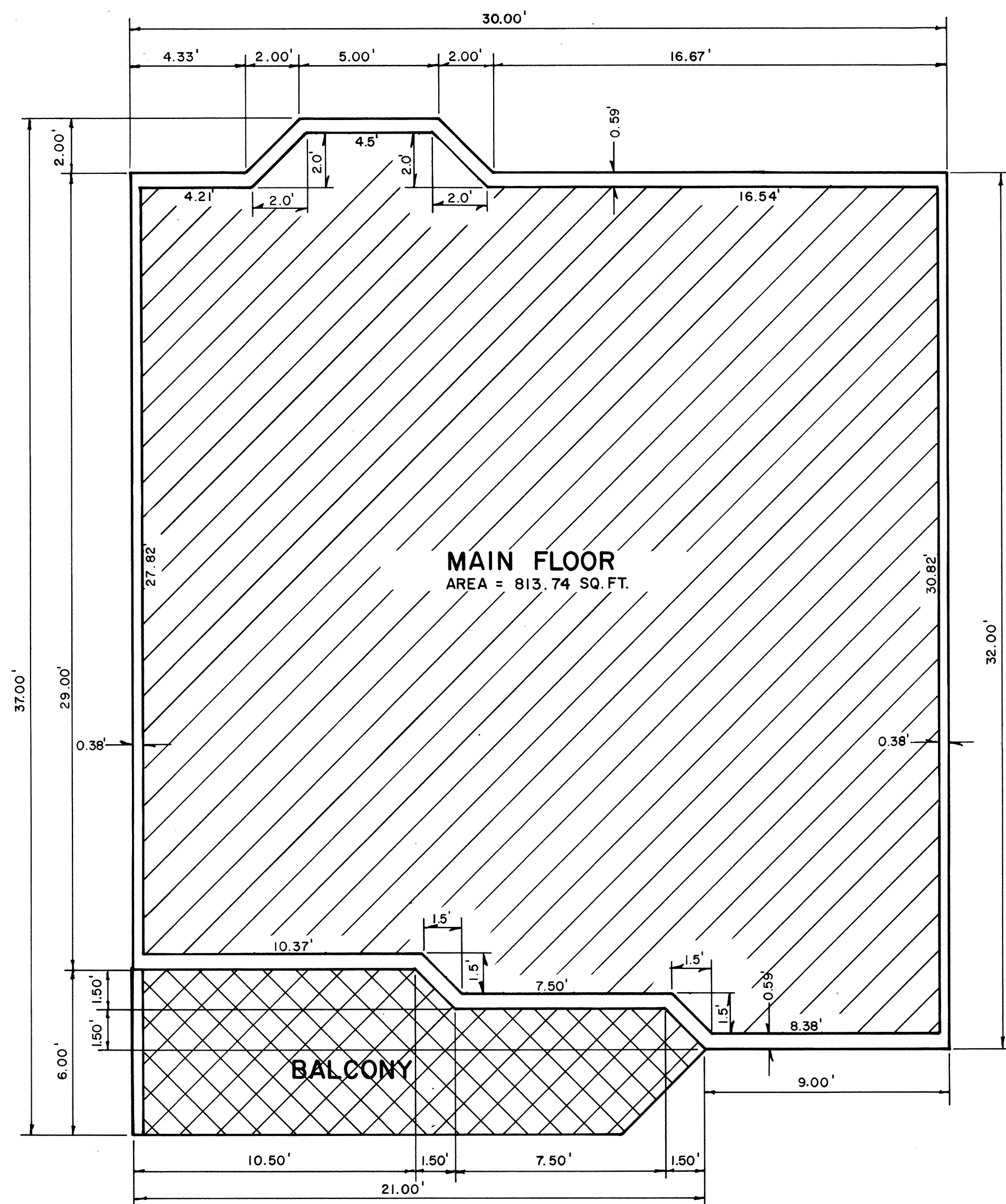
P/S ASSOCIATES, INC.  
ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST. SUITE 5002  
SALT LAKE CITY, UTAH, 84101  
PH = (801) 532-7681  
P/S NO. 181-03-10 10-16-81 R.S.H.

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**2 BEDROOM UNIT**  
SCALE 1/4" = 1'-0"



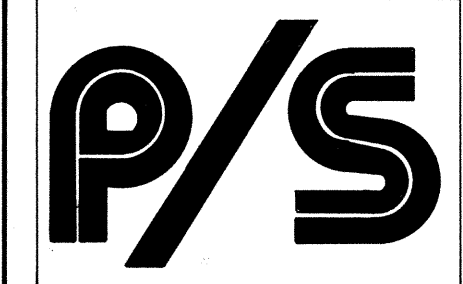
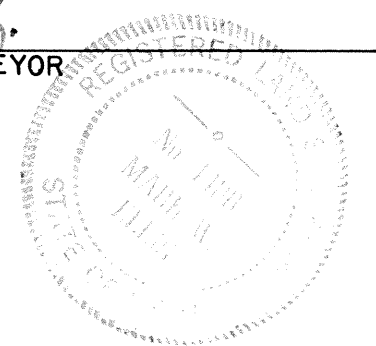
**3 BEDROOM INTERIOR UNIT**  
SCALE 1/4" = 1'-0"

NOTE: SEE FLOOR ELEVATION TABLE SHEET 2, AND SEE SHEET 3 FOR TYPICAL WALL SECTION DETAIL.

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Rec 13 1981  
DATE

Mark W. Ellis  
REGISTERED LAND SURVEYOR

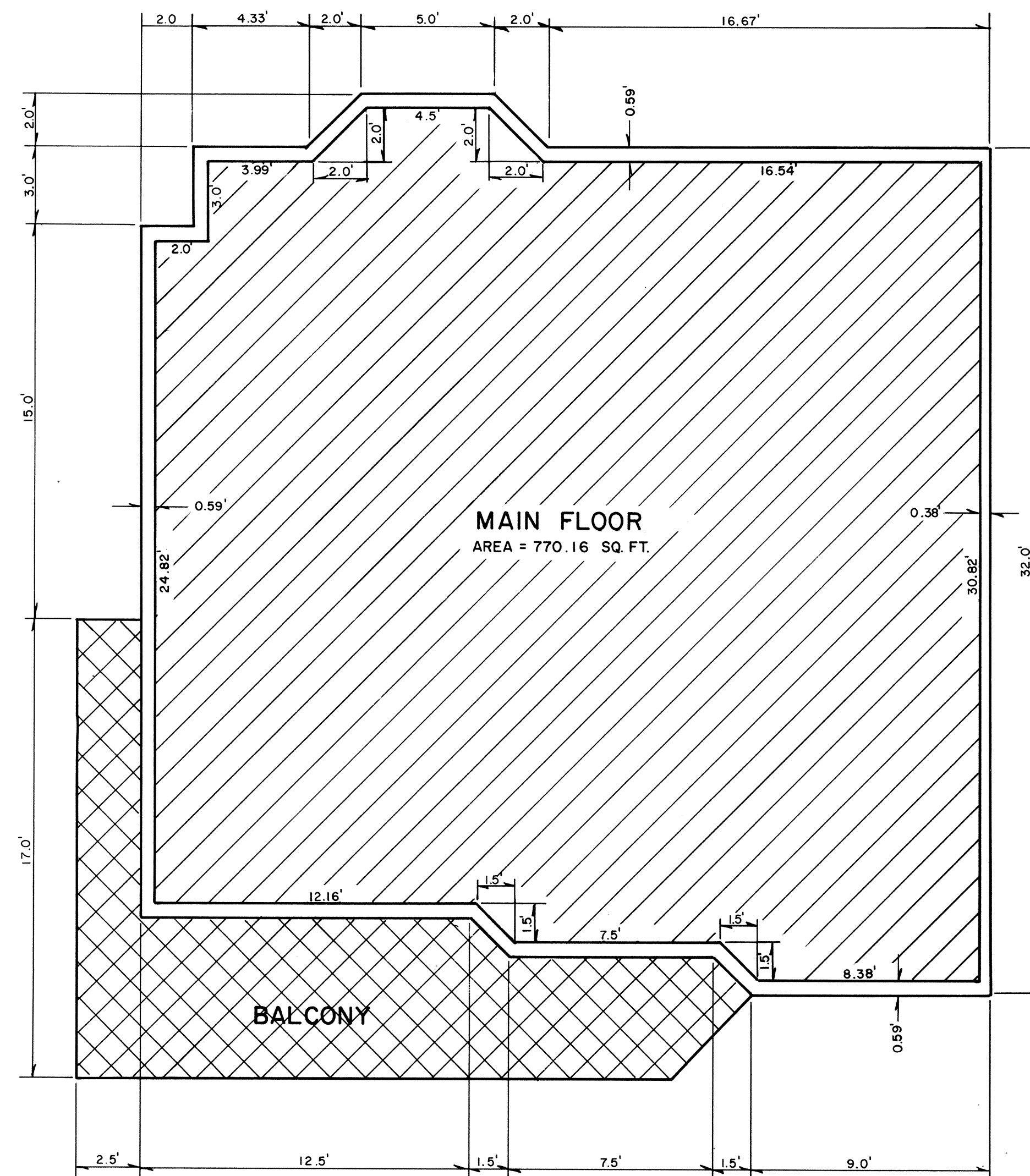
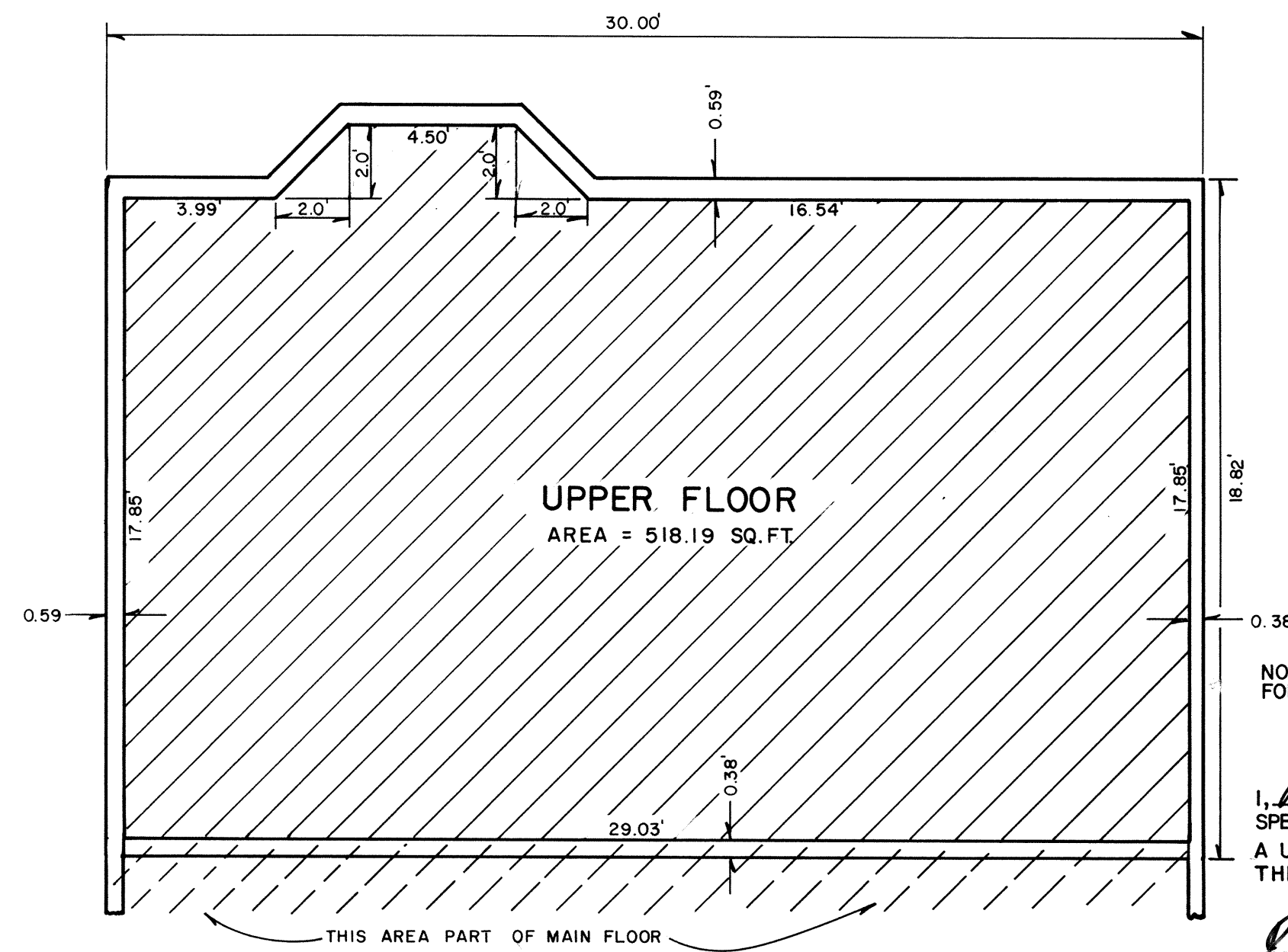


**P/S ASSOCIATES, INC.**  
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SALT LAKE CITY, UTAH, 84101  
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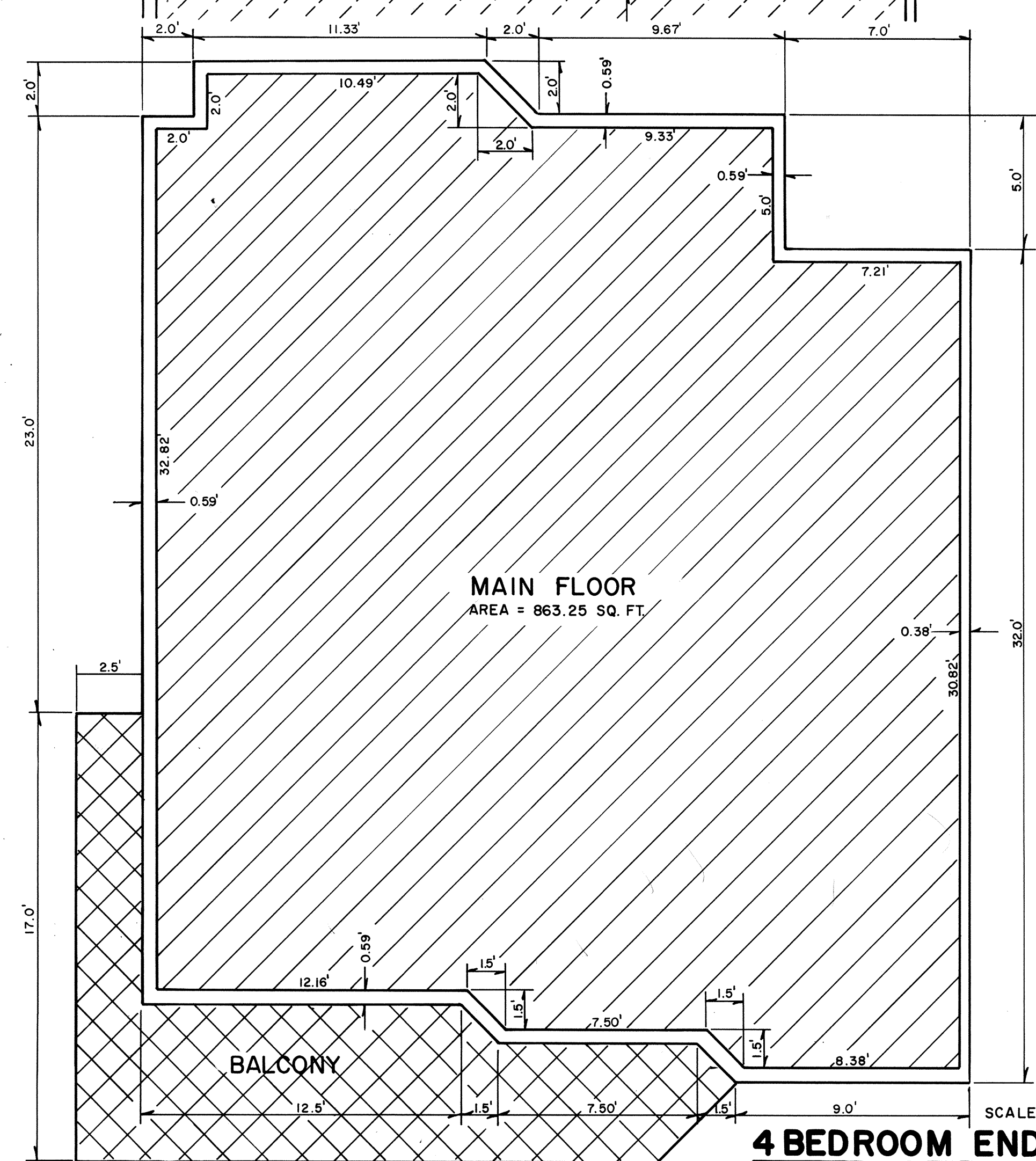
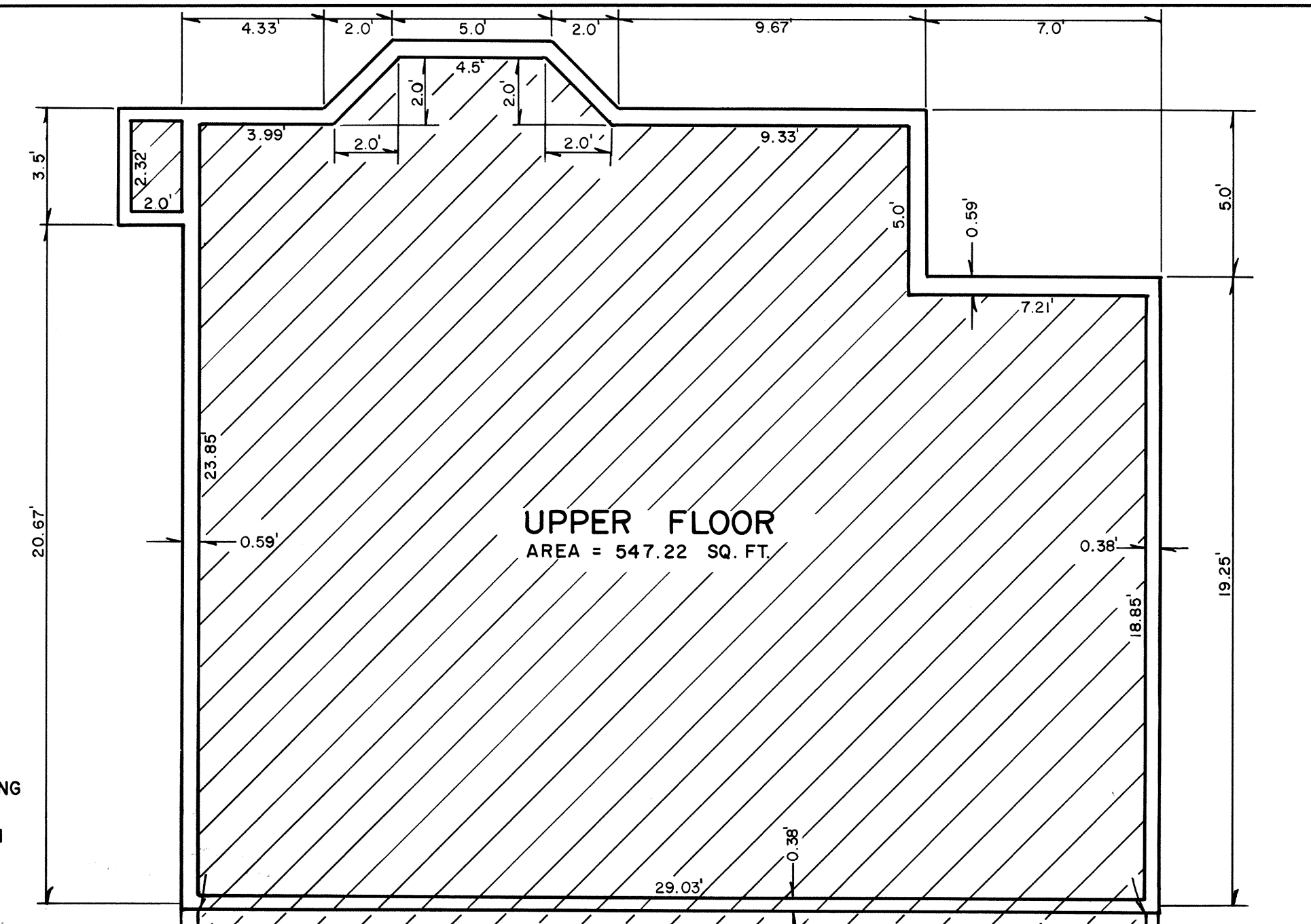
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**3 BEDROOM END UNIT**  
SCALE 1/4" = 1'-0"



**4 BEDROOM END UNIT**  
SCALE 1/4" = 1'-0"



**P/S ASSOCIATES, INC.**  
ENGINEERS AND SURVEYORS  
307 WEST 200 SOUTH ST., SUITE 5002  
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PH - (801) 532-7681  
P/S NO. 181-03-10 10-16-81 R.S.H.

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

When recorded, Mail to:  
Park City Recorder  
PO Box 1480  
Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and



WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

**B. Unit Size.** Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

**C. Development Parcel Designations.** Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and



requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

**D. Subdivision of Development Parcels.** Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

**E. Applicability of Sensitive Area Overlay Zone.** For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

**F. Relationship to National Standards.** The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

**G. Off-Street Parking.** Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

**H. Commercial Space, Support Commercial, and Meeting Space.** Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel  
Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)  
Snow Park Village (Combination of Snow Park Hotel Parcel and  
Snow Park Parking Area Parcel)  
Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

**I. Employee Housing.** Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units



identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

**J. Technical Reports.** Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

**K. Public Use of Ski Facilities.** Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

**L. Trails** .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size



shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

**M. Open Space.** With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

**N. Fire Considerations.** All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

**O. Water Improvements** .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the



right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

**P. Sewer Considerations** .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

**Q. Separability**. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

**R. Term of Permit**. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30<sup>th</sup> day of November, 2016.

PARK CITY PLANNING COMMISSION

By 

Planning Commission Chair

**DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 1  
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
<b>DEER VALLEY COMMUNITY</b>					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
<b>AMERICAN FLAG COMMUNITY</b>					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
<b>NORTH SILVER LAKE COMMUNITY</b>					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
<b>SILVER LAKE COMMUNITY</b>					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34



**DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 1  
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
<b>BALD EAGLE COMMUNITY</b>					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
<b>TOTAL CONVENTIONAL UNITS</b>	2110.6215				
<b>EMPLOYEE HOUSING UNITS</b>					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
<b>TOTAL EMPLOYEE HOUSING UNITS</b>	7				

**NOTES:**

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
2. One small unit was separately permitted in this project using .5 unit of density.
3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
10. The development density on these parcels is less than the original permitted density at the election of the developer.
11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.  
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade,  
exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.

A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 2  
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL	DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343		126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112		5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280		23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890		0	21890
SILVER LAKE LODGE	1200	29160		15790	46150		46150	0
EMPIRE LODGE (4)		22456		12544	35000		30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954	11968
NORTH SILVER LAKE COMMUNITY	8000			6525	14525		0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724		31724	0
TOTAL	75959	78574	20265	174391	349189		295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee.  
18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf).  
Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.



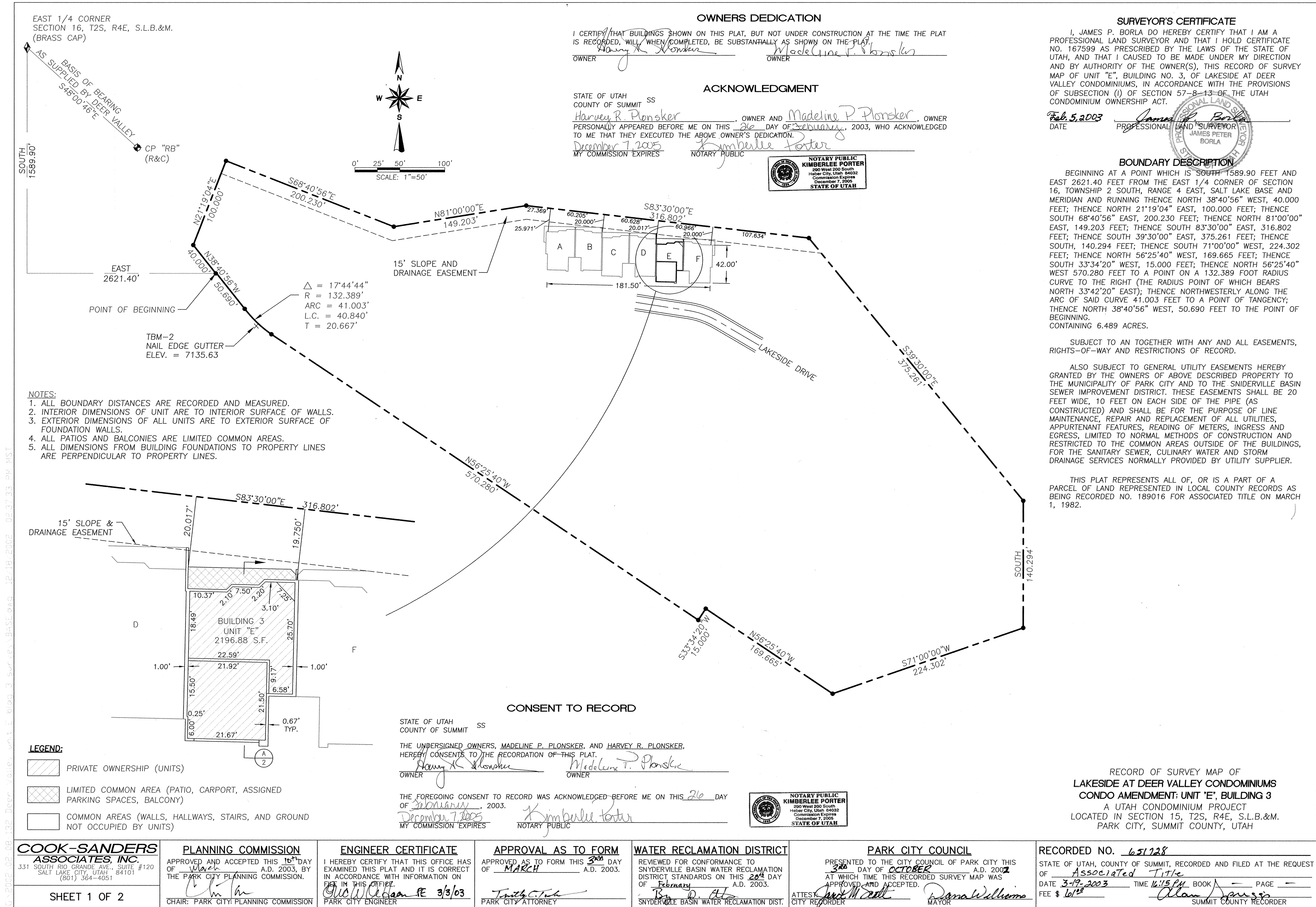


DEER VALLEY RESORT  
TWELFTH AMENDED AND RESTATED  
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT  
EXHIBIT 3  
OTHER PROJECT COMPONENTS

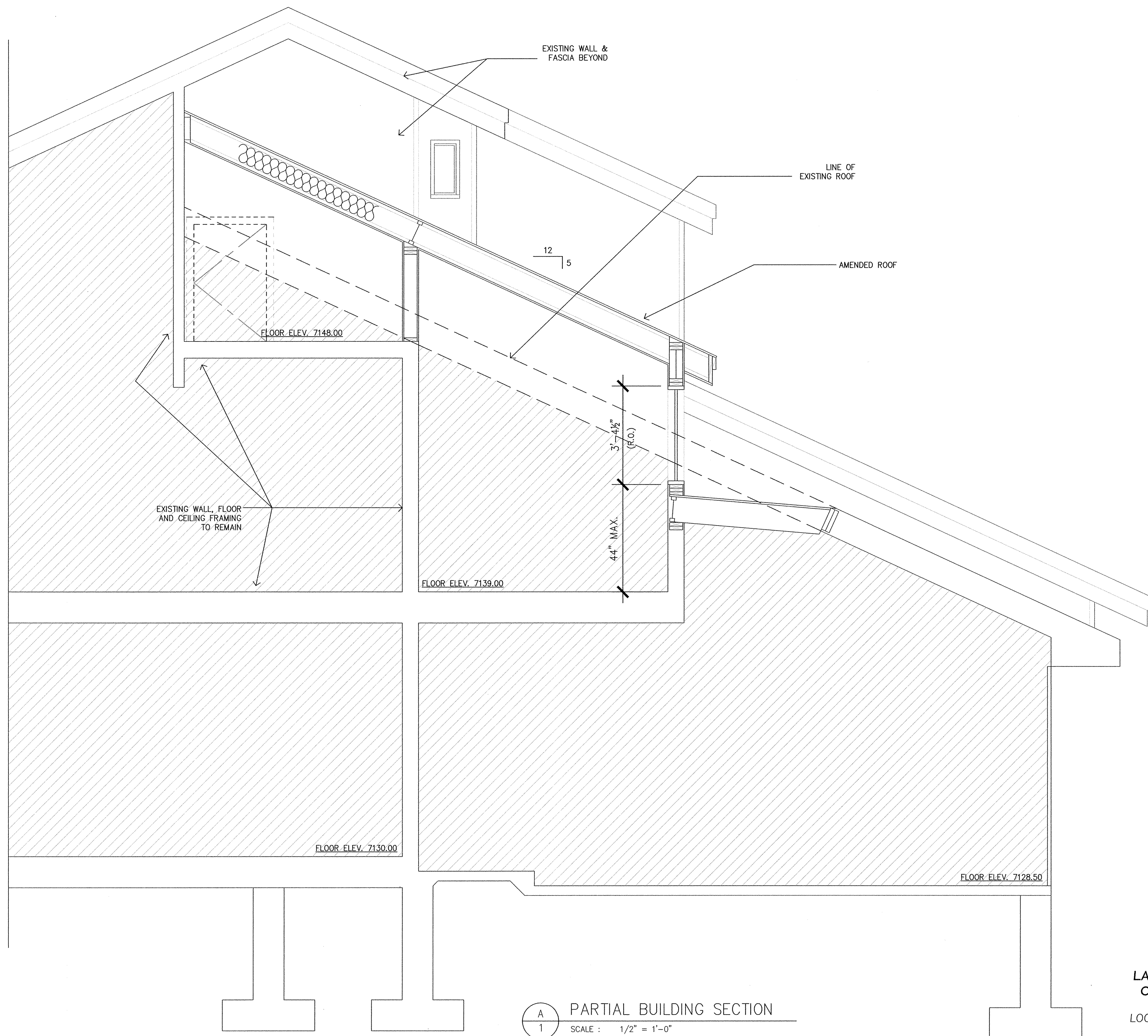
ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
<b>SKI AREA (1)</b>		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
<b>AMENITIES</b>		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.









RECORD OF SURVEY MAP OF  
**LAKESIDE AT DEER VALLEY CONDOMINIUMS**  
 CONDO AMENDMENT: UNIT 'E', BUILDING 3  
 A UTAH CONDOMINIUM PROJECT  
 LOCATED IN SECTION 15, T2S, R4E, S.L.B.&M.  
 PARK CITY, SUMMIT COUNTY, UTAH

**COOK-SANDERS**  
**ASSOCIATES, INC.**  
 331 SOUTH RIO GRANDE AVE., SUITE #120  
 SALT LAKE CITY, UTAH 84101  
 (801) 364-4051

SHEET NO.  
**2**  
**2**

RECORDED NO. 651728  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST  
 OF Associated Title  
 DATE 3-19-2023 TIME 16:15 PM BOOK 1 PAGE 1  
 FEE \$ 60.00 Alan Sanders  
 SUMMIT COUNTY RECORDER

EAST 1/4 CORNER  
SECTION 16, T2S, R4E, S.L.B.&M.  
(BRASS CAP)

AS SUPPLIED BY DEER VALLEY  
S45°00'45"E  
CP "RB"  
(R&C)

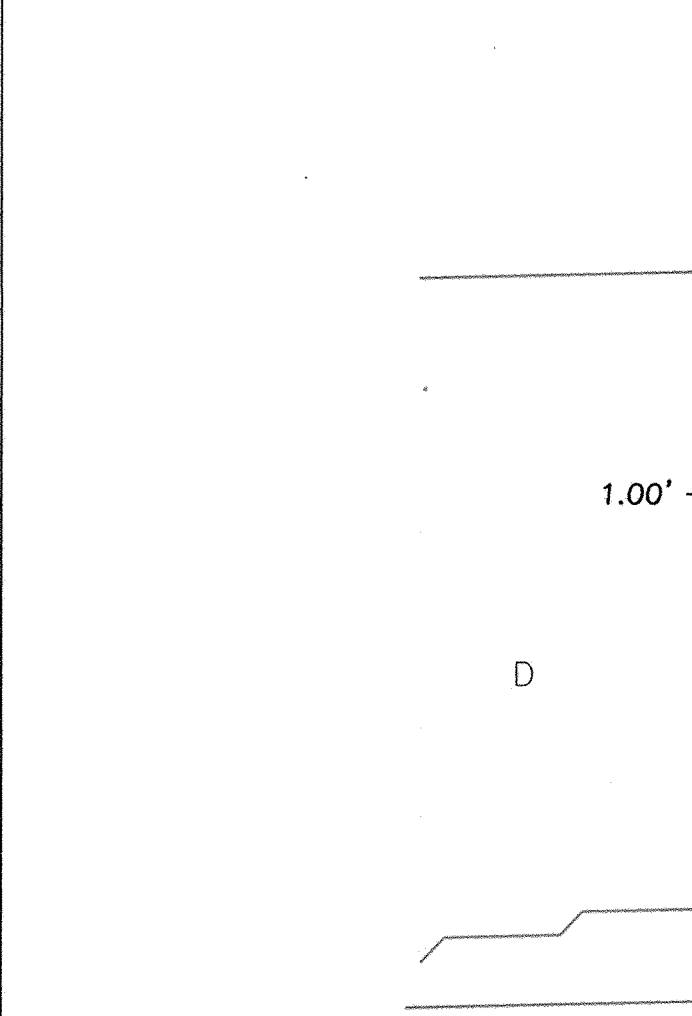
SOUTH  
1589.90'

EAST  
2621.40'

POINT OF BEGINNING

TBM-2  
NAIL EDGE GUTTER  
ELEV. = 7135.63

NOTES:  
1. ALL BOUNDARY DISTANCES ARE RECORDED AND MEASURED.  
2. INTERIOR DIMENSIONS OF UNIT ARE TO INTERIOR SURFACE OF WALLS.  
3. EXTERIOR DIMENSIONS OF ALL UNITS ARE TO EXTERIOR SURFACE OF FOUNDATION WALLS.  
4. ALL PATIOS AND BALCONIES ARE LIMITED COMMON AREAS.  
5. ALL DIMENSIONS FROM BUILDING FOUNDATIONS TO PROPERTY LINES ARE PERPENDICULAR TO PROPERTY LINES.  
6. THE NEW COMBINED UNIT IS DESIGNATED UNIT E OF BUILDING 10 AND HAS THE ADDRESS OF 1621 LAKESIDE CIRCLE. UNIT F IS ELIMINATED.  
7. NO NEW, UN-BUILT DEER VALLEY MPD "UNIT" IS CREATED BY VIRTUE OF THIS AMENDMENT.



LEGEND:  
PRIVATE OWNERSHIP (UNITS)  
LIMITED COMMON AREA (PATIO, CARPORT, ASSIGNED PARKING SPACES, BALCONY)  
COMMON AREAS (WALLS, HALLWAYS, STAIRS, AND GROUND NOT OCCUPIED BY UNITS)

COOK-SANDERS ASSOCIATES, INC.  
331 SOUTH RIO GRANDE AVE., SUITE #120  
SALT LAKE CITY, UTAH 84101  
(801) 364-4051  
SHEET 1 OF 2

PLANNING COMMISSION  
APPROVED AND ACCEPTED THIS 12th DAY OF SEPTEMBER A.D. 2007, BY THE PARK CITY PLANNING COMMISSION.  
CHAIR: PARK CITY PLANNING COMMISSION

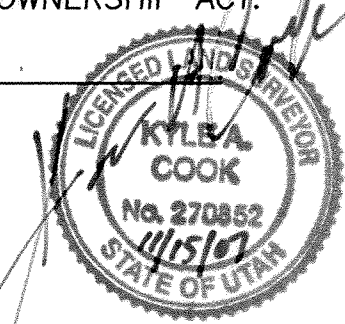
ENGINEER CERTIFICATE  
I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.  
PARK CITY ENGINEER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 31st DAY OF DECEMBER A.D. 2007.  
PARK CITY ATTORNEY

WATER RECLAMATION DISTRICT  
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 29th DAY OF NOVEMBER A.D. 2007.  
SNYDERVILLE BASIN WATER RECLAMATION DIST.

SURVEYOR'S CERTIFICATE

I, KYLE A. COOK DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 270852 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I CAUSED TO BE MADE UNDER MY DIRECTION IN MARCH OF 2004 AND BY AUTHORITY OF THE OWNER(S), THIS RECORD OF SURVEY MAP OF UNITS "E" AND "F", BUILDING NO. 10, OF LAKESIDE AT DEER VALLEY CONDOMINIUMS, IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION (1) OF SECTION 57-8-13 OF THE UTAH CONDOMINIUM OWNERSHIP ACT.  
DATE 11-15-2007 PROFESSIONAL LAND SURVEYOR



OWNERS DEDICATION AND CONSENT TO RECORD

STATE OF UTAH  
COUNTY OF SUMMIT SS

THE UNDERSIGNED OWNERS, RICHARD E. MIDDLEKAUFF, AND BARBARA K. MIDDLEKAUFF, HEREBY CONSENT TO THE RECORDATION OF THIS PLAT AND 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 THE PLAT.  
OWNER Richard E. Middlekauff  
OWNER Barbara K. Middlekauff

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF SUMMIT SS

Richard E. Middlekauff, OWNER AND Barbara K. Middlekauff, OWNER PERSONALLY APPEARED BEFORE ME ON THIS 23 DAY OF November, 2007, WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE ABOVE OWNER'S DEDICATION.  
3-8109 MY COMMISSION EXPIRES  
NOTARY PUBLIC



BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 1589.90 FEET AND EAST 2621.40 FEET FROM THE EAST 1/4 CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 38°40'56" WEST, 40.000 FEET; THENCE NORTH 21°19'04" EAST, 100.000 FEET; THENCE SOUTH 68°40'56" EAST, 200.230 FEET; THENCE NORTH 81°00'00" EAST, 149.203 FEET; THENCE SOUTH 83°30'00" EAST, 316.802 FEET; THENCE SOUTH 39°30'00" EAST, 375.261 FEET; THENCE SOUTH, 140.294 FEET; THENCE SOUTH 71°00'00" WEST, 224.302 FEET; THENCE NORTH 56°25'40" WEST, 169.665 FEET; THENCE SOUTH 33°34'20" WEST, 15.000 FEET; THENCE NORTH 56°25'40" WEST 570.280 FEET TO A POINT ON A 132.389 FOOT RADIUS CURVE TO THE RIGHT (THE RADIUS POINT OF WHICH BEARS NORTH 33°42'20" EAST); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 41.003 FEET TO A POINT OF TANGENCY; THENCE NORTH 38°40'56" WEST, 50.690 FEET TO THE POINT OF BEGINNING. CONTAINING 6.489 ACRES.

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

ALSO SUBJECT TO GENERAL UTILITY EASEMENTS HEREBY GRANTED BY THE OWNERS OF ABOVE DESCRIBED PROPERTY TO THE MUNICIPALITY OF PARK CITY AND TO THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT. THESE EASEMENTS SHALL BE 20 FEET WIDE, 10 FEET ON EACH SIDE OF THE PIPE (AS CONSTRUCTED) AND SHALL BE FOR THE PURPOSE OF LINE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL UTILITIES, APPURTENANT FEATURES, READING OF METERS, INGRESS AND EGRESS, LIMITED TO NORMAL METHODS OF CONSTRUCTION AND RESTRICTED TO THE COMMON AREAS OUTSIDE OF THE BUILDINGS, FOR THE SANITARY SEWER, CULINARY WATER AND STORM DRAINAGE SERVICES NORMALLY PROVIDED BY UTILITY SUPPLIER.

THIS PLAT REPRESENTS ALL OF, OR IS A PART OF A PARCEL OF LAND REPRESENTED IN LOCAL COUNTY RECORDS AS BEING RECORDED NO. 189016 FOR ASSOCIATED TITLE ON MARCH 1, 1982.

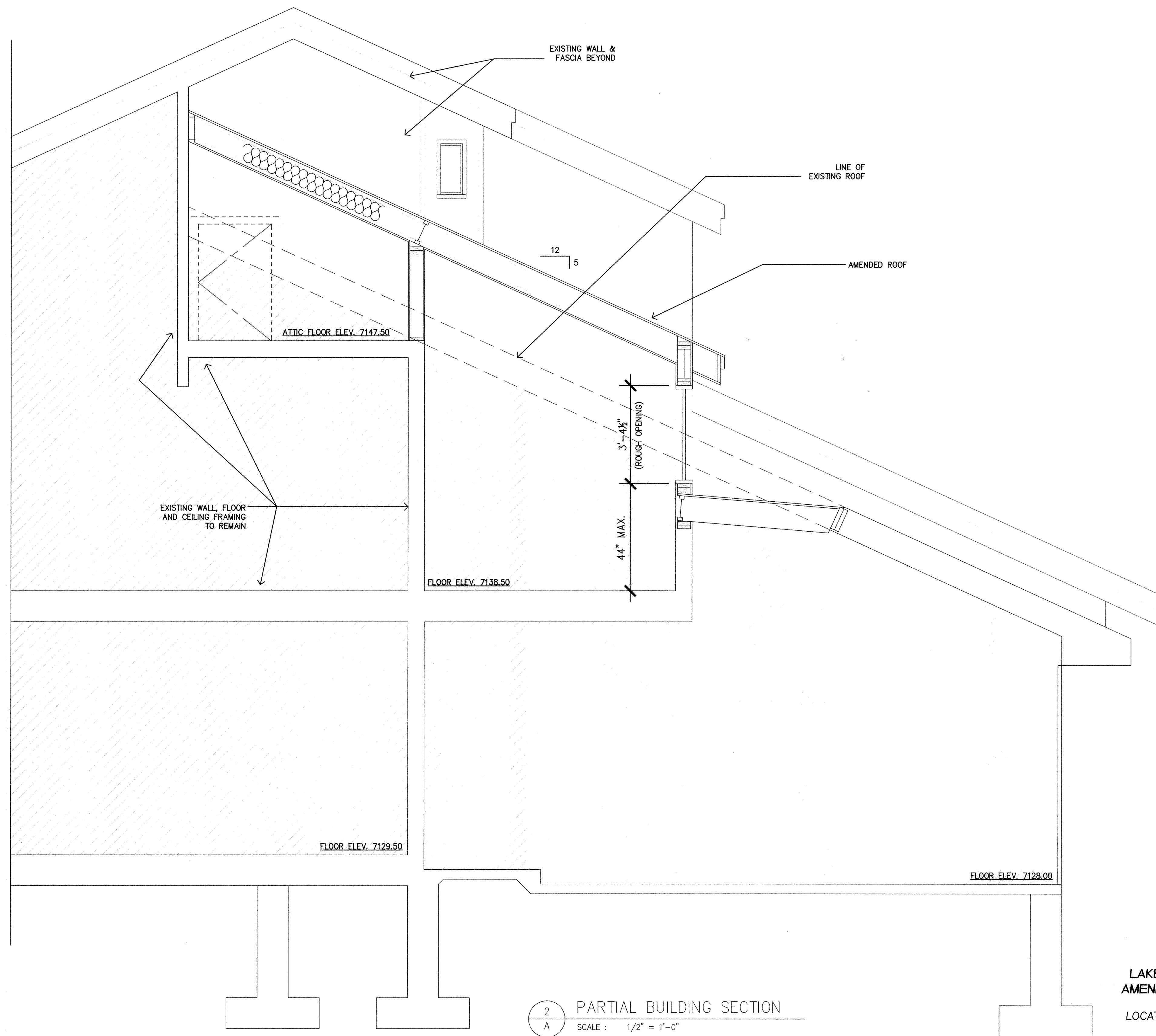
RECORD OF SURVEY MAP OF  
LAKESIDE AT DEER VALLEY CONDOMINIUMS  
AMENDMENT: COMBINING UNITS "E" AND "F", BUILDING 10  
A UTAH CONDOMINIUM PROJECT  
LOCATED IN SECTION 15, T2S, R4E, S.L.B.&M.  
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED NO. 858760

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF Coalition Title  
DATE 11-4-08 TIME 8:21 AM BOOK PAGE  
FEE \$ 61.00  
SUMMIT COUNTY RECORDER

G:\2004\04-02-11 Rick Middlekauff f. Condo Survey\BASE.dwg 11/13/2007 11:06:21 AM MST





2  
A PARTIAL BUILDING SECTION  
SCALE : 1/2" = 1'-0"

RECORD OF SURVEY MAP OF  
LAKESIDE AT DEER VALLEY CONDOMINIUMS  
AMENDMENT: COMBINING UNITS 'E' AND 'F', BUILDING 10  
A UTAH CONDOMINIUM PROJECT  
LOCATED IN SECTION 15, T2S, R4E, S.L.B.&M.  
PARK CITY, SUMMIT COUNTY, UTAH

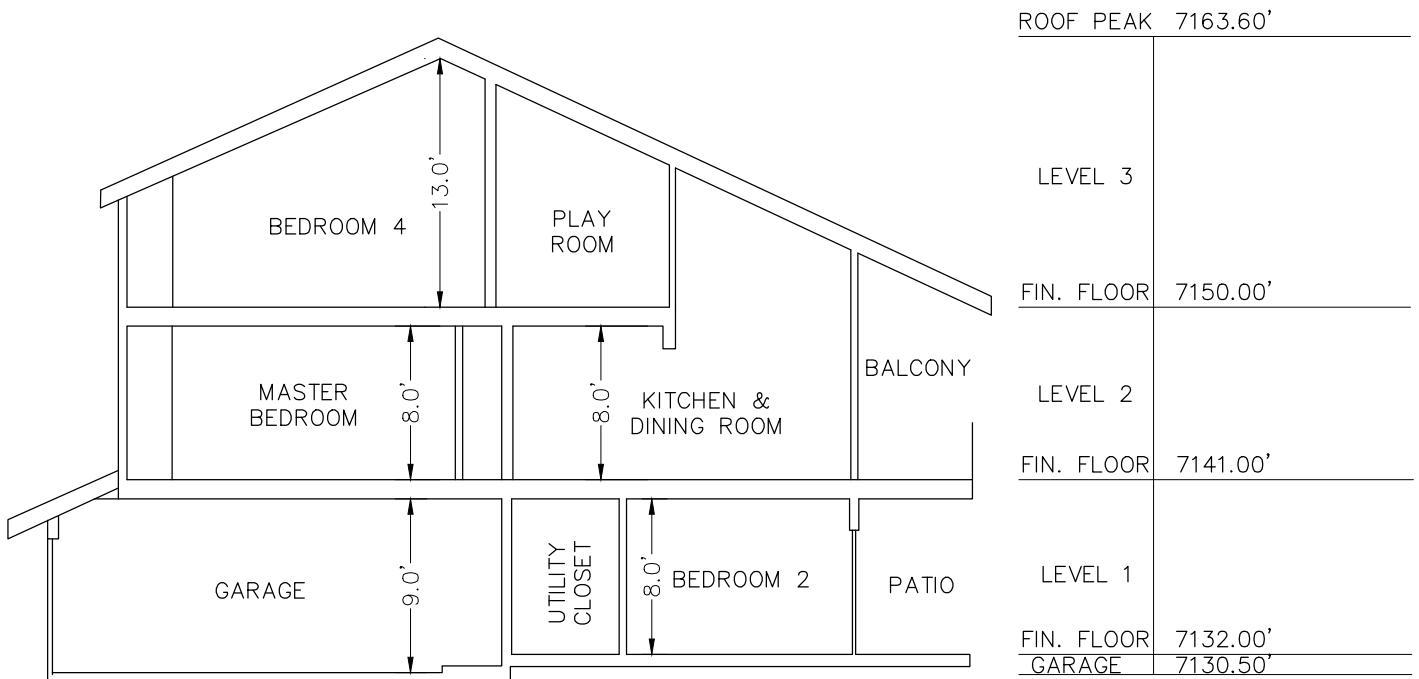
**COOK-SANDERS**  
**and ASSOCIATES, L.L.C.**  
331 SOUTH RIO GRANDE AVE., SUITE #120  
SALT LAKE CITY, UTAH 84101  
(801) 364-4031

SHEET 2 OF 2

RECORDED NO. **ENTRY NO. 00858760**  
STATE OF UTAH, COUNTY OF **SUMMIT**  
DATE **11/04/2008** 08:21:08 AM B: 1955 P: 1997  
FEE \$ **61.00** BY COALITION TITLE  
SUMMIT COUNTY RECORDER



# 1529 LAKESIDE ROOF PEAK EXHIBIT



## SECTION A-A

SCALE: 1"=10'



# Planning Commission Staff Report



**Subject:** 445 Park Avenue  
**Application:** PL-24-06104  
**Authors:** Lillian Zollinger, Planner II  
Meredith Covey, Planner I  
**Date:** July 10, 2024  
**Type of Item:** Plat Amendment

## Recommendation

(I) Review the proposed 445 Park Avenue Plat Amendment to create one Lot from two Lots for a Landmark Historic Site in the Historic Residential – 1 Zoning District; (II) conduct a public hearing; and (III) consider approving the Plat Amendment based on the Draft Final Action Letter Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

## Description

**Applicant:** Mountain Seas Development Limited Ltd,  
represented by Marshall King

**Location:** 445 Park Avenue

**Zoning District:** Historic Residential – 1

**Adjacent Land Uses:** Residential  
Commercial

**Reason for Review:** The Planning Commission reviews and takes Final Action on Plat Amendments.<sup>1</sup>

CUP Conditional Use Permit  
LMC Land Management Code  
SFD Single-Family Dwelling

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

## Background

445 Park Avenue is a two-story Historic Landmark Site on Park City's Historic Sites Inventory and was constructed circa 1880 ([Historic Site Inventory Form](#)). The property is in the Historic Residential – 1 (HR-1) Zoning District and is accessed from Park Avenue. The Applicant proposes creating one Lot from two Old Town Lots to reflect the Landmark Historic Site and to facilitate rehabilitation of the Landmark Historic Structure, construction

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<sup>1</sup> LMC [§ 15-1-8](#)

of an addition, and removal of the non-complying non-historic garage within the Front and Side Setbacks.

The photos below are from the Historic Site Form:



*Figure 1: 1940s Tax Photo of 445 Park Avenue before the non-historic, non-complying detached garage was constructed within the Front and Side Setbacks.*

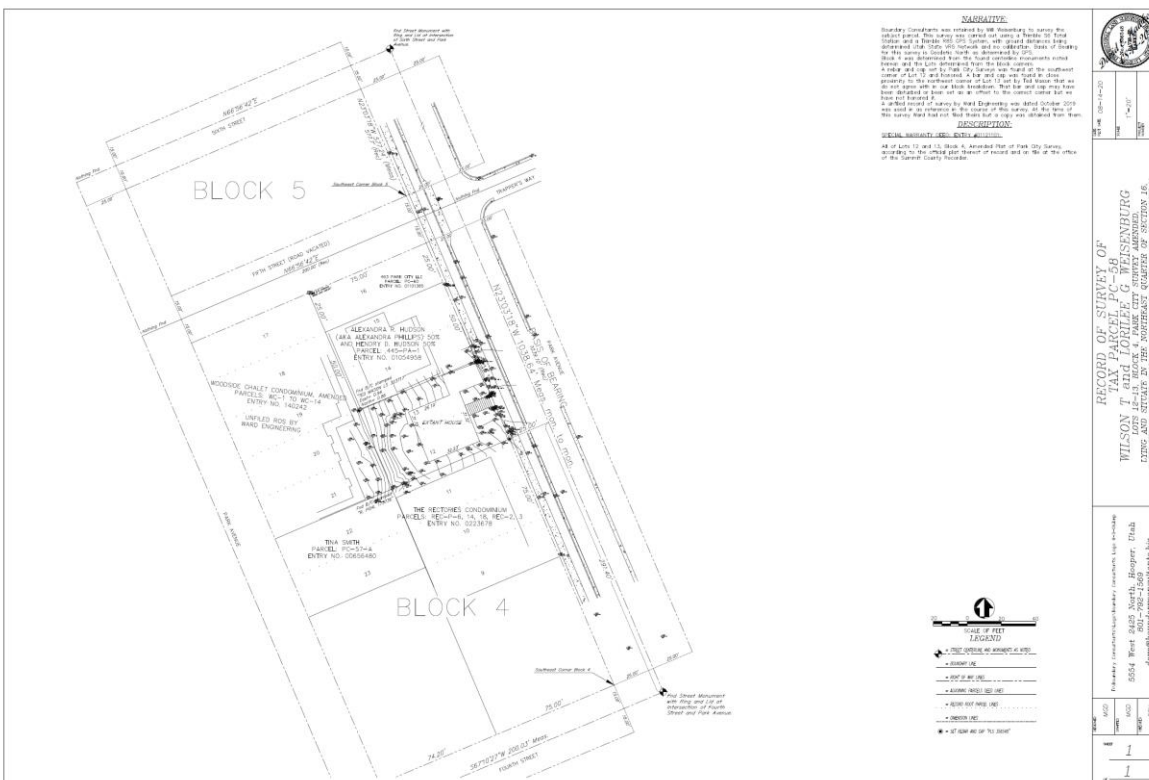


*Figure 2: Historic Site Form Photo from 2013, showing the non-complying, non-historic garage within the Front and Side Setbacks.*





Figure 3: Historic Site Form Photo from 2013 showing the non-complying, non-historic garage in the Front and Side Setbacks.



On May 3, 2023, the Historic Preservation Board approved Material Deconstruction of a portion of the rear façade for the addition and the lifting of the Structure to construct a basement that includes a single-car garage ([Staff Report](#), [Minutes](#)). On August 10, 2023, the Planning Director approved a Historic District Design Review for the construction of the addition.

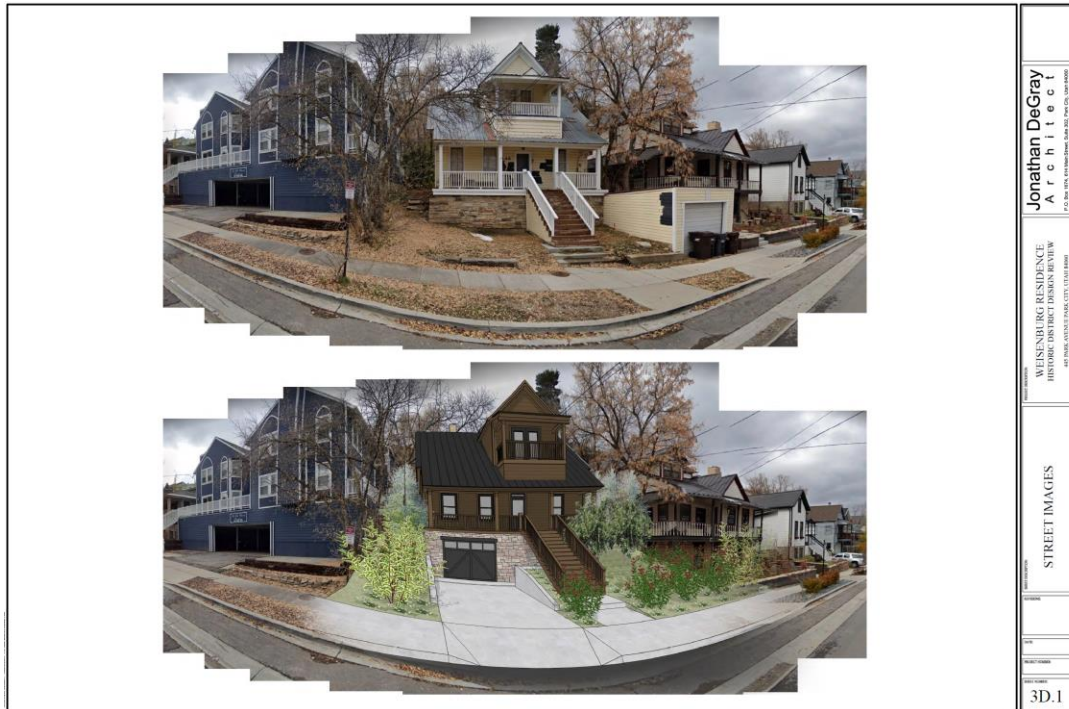


Figure 5: Applicant's Street Images Showing Existing and Proposed Structure



Figure 6: Applicant's renderings for the proposed additions

## Analysis

**(I) The proposed Plat Amendment, as conditioned, complies with the Historic Residential – 1 Zoning District requirements outlined in Land Management Code Chapter 15-2.2.**

Land Management Code (LMC) [§ 15-2.2-3](#) *Lot and Site Requirements* establishes the requirements for a Single-Family Dwelling Lot in the HR-1 Zoning District:

Requirement	Analysis of Proposal
Minimum Lot Size – 1,875 square feet (sq. ft.)	<b>Complies:</b> 3,750 sq. ft.
Maximum Lot Size – 3,750 sq. ft.	<b>Complies:</b> 3,750 sq. ft.
Minimum Lot Width – 25'	<b>Complies:</b> 50'

Regulation	Requirement
Maximum Building Footprint <sup>2</sup> 1,519 sq. ft.	<b>Complies:</b> Proposed 1,501 sq. ft.
Setbacks – Front - 10' Rear - 10' Side – 5' each	<b>Complies:</b> Front – 10' Rear – 10' Side – 5' each The existing garage is not compliant with Setbacks because encroaches into the Front Setback by approximately nine feet and encroaches into the Side Setback by approximately three feet. However, the applicant is proposing to remove the non-conforming garage, bringing the property in to compliance with all Setbacks.

Pursuant to [LMC § 15-2.2-5](#), the Maximum Height in the HR-1 Zoning District is 27 feet from Existing Grade and 35 feet from the lowest floor plane to the highest top wall plate. The proposed Structure will be no higher than 27' from Existing Grade. The proposed interior height is 30 feet, six inches, and is compliant.

**(II) The proposed Plat Amendment, as conditioned, complies with the Off-Street Parking requirements outlined in LMC Chapter 15-3.**

Pursuant to LMC [§ 15-3-6](#), two parking spaces are required for Single-Family Dwellings. However, pursuant to LMC [§ 15-2.2-4](#), Historic Structures are considered valid Non-Complying Structures and are exempt from Off-Street parking requirements.

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<sup>2</sup> MAXIMUM FP = (A/2) x 0.9<sup>A/1875</sup> where FP = maximum Building Footprint and A = Lot Area



The Site currently includes a non-historic, single-car garage constructed in the 1960s or 1970s that does not comply with Front and Side Setbacks. The Applicant proposes to remove the existing garage, and to bring the site into compliance with Setbacks. The proposed addition includes a new single-car garage under the Landmark Historic Structure, with one additional exterior parking space on the driveway, for a total of two parking spaces on the Site.

### **(III) Staff finds Good Cause for the Plat Amendment.**

Pursuant to LMC [§ 15-7.1-6\(C\)](#), the Planning Commission shall make a finding as to Good Cause prior to taking Final Action.

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.”

Staff finds Good Cause to create one Lot for the existing Landmark Historic Structure so that the Historic Structure may be rehabilitated, and the non-complying garage can be removed while preserving two on-site Parking Spaces.

### **(IV) The Development Review Committee reviewed the proposed Subdivision on June 18, 2024, and requires a Condition of Approval.<sup>3</sup>**

The Engineering Department requires Condition of Approval 4, wherein the Applicant shall include a ten-foot snow storage easement off of Park Avenue Right-of-Way on the Final Plat.

#### **Department Review**

The Planning Department, Executive Department, and City Attorney’s Office reviewed this report.

#### **Notice**

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The *Park Record* published courtesy notice on June 26, 2024.<sup>4</sup>

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<sup>3</sup> 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).

<sup>4</sup> LMC [§ 15-1-21](#)

### **Public Input**

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

### **Exhibits**

Exhibit A: Draft Final Action Letter  
Attachment 1 – Proposed Plat



## Planning Department

July 10, 2024

Wilson Weisenburg

CC: Jonathan DeGray, Applicant's Representative

### NOTICE OF PLANNING COMMISSION ACTION

#### Description

Address: 445 Park Avenue

Zoning District: Historic Residential - 1

Application: Plat Amendment

Project Number: PL-24-06104

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 10, 2024

Project Summary: The Applicant proposes to create one 3,750-square-foot Lot for a Landmark Historic Site from two 1,875-square-foot Old Town Lots.

#### Action Taken

On July 10, 2024, the Planning Commission conducted a public hearing and approved the 445 Park Avenue Plat Amendment according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

#### Findings of Fact

1. 445 Park Avenue is a Landmark Historic Site with a Single-Family Dwelling constructed circa 1880.
2. 445 Park Avenue is within the Historic Residential - 1 Zoning District.
3. The Applicant proposes to create one 3,750-square-foot Lot from two 1,875-square-foot Old Town Lots.
4. The 3,750-square-foot Lot has a maximum building footprint of 1,519 square feet pursuant to LMC § 15-2.2-3(E), wherein  $\text{Maximum FP} = (A/2) \times 0.9^{A/1875}$ .
5. On May 3, 2023, the Historic Preservation Board approved the Material Deconstruction of a portion of the Historic Landmark Structure to construct a rear and basement addition.
6. On August 10, 2023, the Planning Director approved a Historic District Design Review for the project.





## Planning Department

7. There is an existing non-historic, Non-Complying detached garage on the site that encroaches into the Front Setback by approximately nine feet and encroaches into the Side Setback by approximately three feet. The Applicant proposes to demolish the garage, which will bring the Site into compliance with Setbacks.
8. The Development Review Committee reviewed the proposed Plat Amendment on June 18, 2024, and required Condition of Approval 4 for a 10-foot snow storage easement along Park Avenue.
9. Staff published notice of the Planning Commission's public hearing on the City website, the Utah Public Notice website, and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The Park Record published courtesy notice on June 26, 2024.

### **Conclusions of Law**

1. There is Good Cause for this Plat Amendment because it creates one Lot for the Landmark Historic Site so that the Historic Structure may be rehabilitated and the non-complying garage removed.
2. The Plat Amendment is consistent with the Land Management Code, including LMC Chapter 15-2.2 *Historic Residential - 1 (HR-1) Zoning District* and § 15-7.1-3(B) *Classification Of Subdivision – Plat Amendment*.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

### **Conditions of Approval**

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval, prior to recordation of the plat.
2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.
3. Any development on the Site must comply with LMC Chapters 15-2.2 *Historic Residential – 1* and 15-3 *Off-Street Parking*.
4. The Applicant shall include a ten-foot snow storage easement along Park Avenue on the Final Plat.
5. All Conditions of Approval from the May 3, 2023, Historic Preservation Board Final Action Letter and August 10, 2023, Historic District Design Review Final Action Letter continue to apply.



**Planning Department**

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5068 or email [lillian.zollinger@parkcity.org](mailto:lillian.zollinger@parkcity.org).

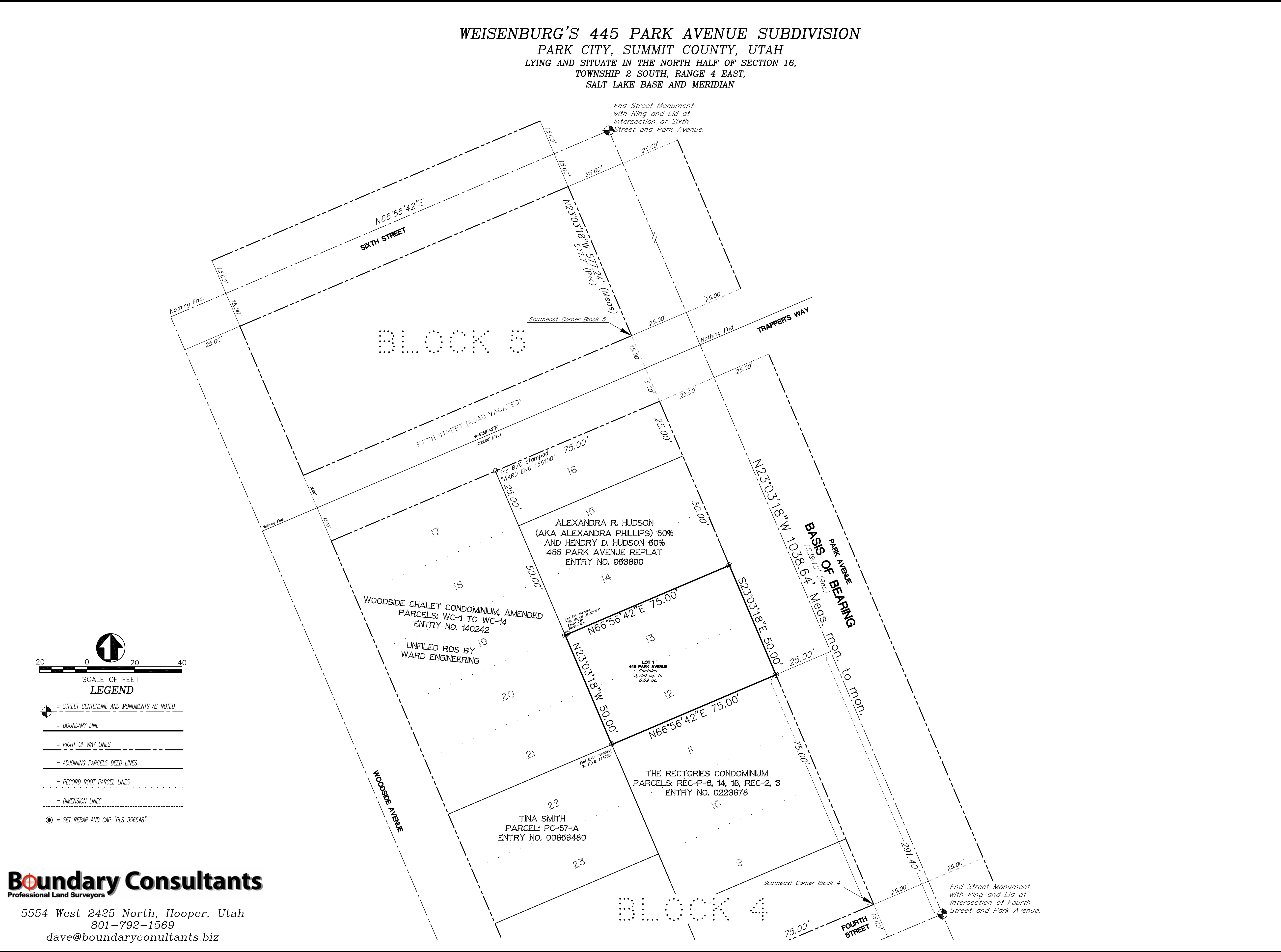
Sincerely,

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Sarah Hall,  
Planning Commission Chair

CC: Lillian Zollinger and Meredith Covey

DRAFT



SURVEYORS CERTIFICATE

I, David E. Hawkes, certify that I am a Professional Land Surveyor holding license number 356548 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and have combined Lots 12, and Lot 13, Block 4 of the Amended Plat of Park City into a single Lot, hereinafter to be known as WEISENBURG'S 445 PARK AVENUE SUBDIVISION.

BOUNDARY DESCRIPTION

All of Lots 12 and 13, Block 4, Amended Plat of Park City Survey, according to the official plat thereof of record and on file at the office of the Summit County Recorder.



OWNERS DEDICATION

Known all men by these presents that we, the Weisenburg Family Trust, dated October 15, 2019, the undersigned owner of the above described tract of land having caused the same to be subdivided into a single lot, as shown on this plat and name said tract WEISENBURG'S 445 PARK AVENUE SUBDIVISION, in witness we have hereunto set our signature.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Wilson T. Weisenburg, Trustee

Lori Lee G. Weisenburg, Trustee

ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
COUNTY OF SUMMIT }

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 personally appeared before me, the undersigned notary public in and for the County of Summit in said State of Utah the signers of the above Owner's Certificate two in number, who duly acknowledged to me that they, Wilson T. Weisenburg and Lori Lee G. Weisenburg signed it freely and voluntarily for the use and purposes therein mentioned.

Notary Public State of Utah

My Commission Expires

Commission Number

WEISENBURG'S 445 PARK AVENUE  
SUBDIVISION  
PARK CITY, SUMMIT COUNTY, UTAH  
LYING AND SITUATE IN THE NORTH HALF OF SECTION 16,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST,  
SALT LAKE BASE AND MERIDIAN

SUMMIT COUNTY RECORDER

ENTRY NUMBER \_\_\_\_\_  
FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023, IN BOOK \_\_\_\_\_, AT PAGE \_\_\_\_\_ OF THE  
OFFICIAL RECORDS.  
DEPUTY COUNTY RECORDER \_\_\_\_\_

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PARK CITY ENGINEER

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE PARK CITY COUNCIL THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023 AT WHICH TIME  
THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2023.

ATTEST: \_\_\_\_\_  
CLERK

**Boundary Consultants**  
Professional Land Surveyors

5554 West 2425 North, Hooper, Utah  
801-792-1569  
dave@boundaryconsultants.biz



# Planning Commission Staff Report



**Subject:** Ware Minor Subdivision Plat  
**Application:** PL-24-06157  
**Author:** Jaron Ehlers, Planning Technician  
**Date:** July 10, 2024  
**Type of Item:** Subdivision

## Recommendation

(I) Review the Ware Subdivision, (II) conduct a public hearing, and (III) consider approving based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in Draft Final Action Letter (Exhibit A).

## Description

**Applicant:** Tobey Ware and Jodi Ware  
Chad Bollman, Applicant Representative  
**Location:** 1328 Park Avenue (SA-384)  
**Zoning District:** Historic Residential - Medium Density (HRM)  
**Adjacent Land Uses:** Residential, Urban Park Zone  
**Reason for Review:** The Planning Commission holds a public hearing and takes Final Action on Final Subdivision Plats for existing Development<sup>1</sup>

HDDR-Pre Historic District Design Review Pre-Application  
HRM Historic Residential – Medium Density Zoning District  
LMC Land Management Code

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

## Summary

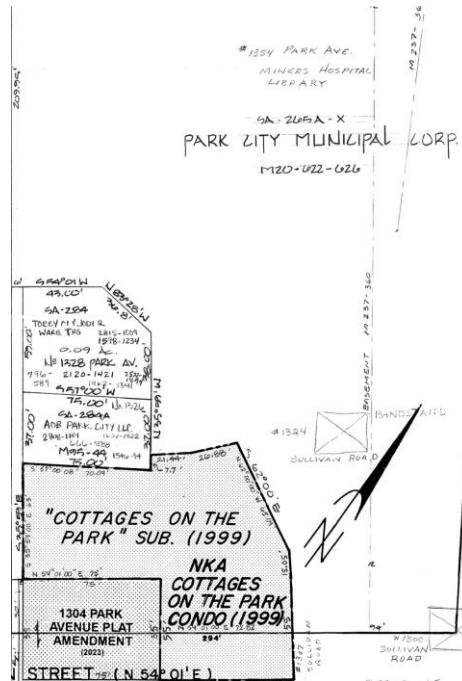
The Applicant proposes to plat a 3,955 square foot one-Lot Subdivision for 1328 Park Avenue, also known as the Elmer H. Maxwell House, a Landmark Historic Site on Park City's Historic Sites Inventory<sup>2</sup>. The Applicant has applied for a Historic District Design Review Pre-Application (HDDR-Pre) for changes to the addition, but that application is in the early stages and has no renderings or plans completed. The Subdivision Plat must be approved and recorded before any HDDR approval may be granted.

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<sup>1</sup> LMC § [15-7.1-6](#)

<sup>2</sup> LMC § [15-11-10\(D\)\(1\)\(er\)](#)





In 1984, 1398 Park Avenue was nominated to the National Registry of Historic Places. In 1997 a two-story addition was created. In 2010 the Planning Department approved an HDDR-Pre that allowed the construction of a fence in front of the Property along Park Ave. The Fence is located on City owned Parcel SA-265-A-X, permitted via an approved Encroachment Permit (Exhibit D). That Enroachment is shown on the Proposed Plat (Attachment 1) on the western side of the Plat.

In 2015 the Historic Preservation Board approved the demolition of non-historic horizontal wood siding to allow the replacement of windows on the addition.

On June 5, 2024, the Applicant submitted an application for the creation of the Ware Subdivision. The Application was deemed complete on June 17, 2024.

## **Analysis**

### **(I) The proposal to create the Ware Subdivision complies with the requirements of Land Management Code Chapter 15-2.4 *Historic Residential Development-Medium Density (HRM) Zoning District***

The purpose of the Historic Residential Medium Density (HRM) District is to:

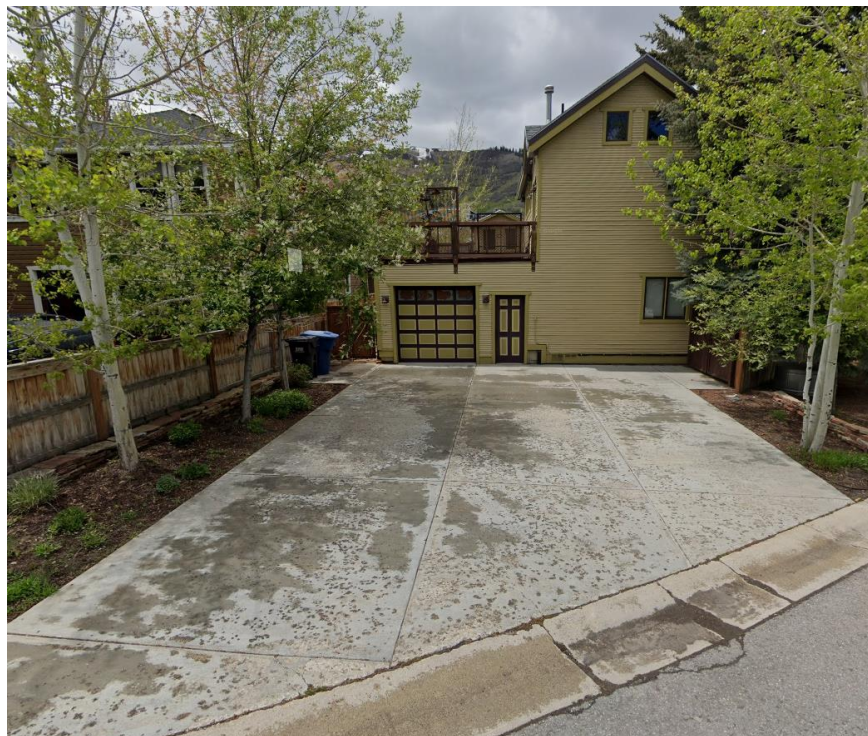
1. allow continuation of permanent residential and transient housing in original residential Areas of Park City;
2. encourage new Development along an important corridor that is Compatible with Historic Buildings and/or Structures in the surrounding Area;
3. encourage the rehabilitation of existing Historic Buildings and/or Structures;
4. encourage Development that provides a transition in Use and scale between the



- Historic District and the resort Developments;
5. encourage Affordable Housing;
  6. encourage Development which minimizes the number of new driveways  
Accessing existing thoroughfares and minimizes the visibility of Parking Areas;  
and
  7. establish specific criteria for the review of Neighborhood Commercial Uses in  
Historic Buildings and/or Structures along Park Avenue.<sup>3</sup>

Single-Family Dwellings are an Allowed Use in the HRM Zone (LMC [§ 15-2.4-2\(A\)\(1\)](#)).

LMC [§ 15-2.4-3](#) requires that “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.” Access to 1328 Park Ave is off Sullivan Road via a Driveway that crosses over City Owned Parcel SA-265-A-X, permitted through an approved. Snowmelt Encroachment Permit between the City and the Applicant (Exhibit E).



*Google Maps screenshot of the Driveway and a rear view of the Addition.*

The HRM Zoning District Lot Requirements outlined in LMC [§ 15-2.4-3](#) are as follows:

HRM Requirement	Proposal
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<sup>3</sup> LMC [§ 15-2.4-1](#)

The maximum Lot Area for a Single-Family Dwelling is 3,750 square feet.	<b>Complies</b> – The Applicant requests the creation of a 3,955-square-foot Lot for the Significant Historic Site. LMC <a href="#">§ 15-2.4-4</a> exempts Historic Sites from the maximum Lot Area.
The minimum Lot width is 37.50 feet.	<b>Complies</b> – The Lot is 59 feet wide.

**(II) The proposal to create the Ware Subdivision complies with the requirements of Land Management Code Chapter 15-7.1 *Subdivision Procedures***

LMC [§ 15-7.1-3\(A\)\(1\)](#) establishes the Ware Subdivision as a Minor Subdivision as it is only a single Lot, which requires only a Final Subdivision Plat and does not require a Preliminary Plat.

LMC [§ 15-7.1-6](#) requires a finding of Good Cause by the Planning Commission prior to approval of a Final Subdivision Plat. LMC § 15-15-1 defines Good Cause as follows:

“Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for the Ware Subdivision as it preserves the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owners to enjoy and improve the property would be hindered. With the ability to improve the property, the Applicant will be able to achieve their stated goal of turning this property into a permanent residence (Exhibit G), which aligns with the stated goals of the HRM Zone.

**(III) The Development Review Committee reviewed the proposal on June 18, 2024 and requires Conditions of Approval.<sup>4</sup>**

The Engineering Department requires a 10-foot Snow Storage Easement (Condition of Approval 3). The County Surveyor requires corrections to the Plat which shall be completed in the Redline process.

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<sup>4</sup> The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

### **Department Review**

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

### **Notice**

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The *Park Record* published courtesy notice on June 26, 2024.<sup>5</sup>

### **Public Input**

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

### **Alternatives**

- The Planning Commission may approve the Ware Subdivision; or
- The Planning Commission may deny the Ware Subdivision and direct staff to make Findings for the denial; or
- The Planning Commission may request additional information and continue the discussion to August 14, 2024.

### **Exhibits**

Exhibit A: Draft Final Action Letter

Attachment 1: Proposed Plat

Exhibit B: Historic Sites Inventory Form

Exhibit C: Existing Plat

Exhibit D: Fence Encroachment Permit

Exhibit E: Driveway and Snowmelt Encroachment Permit

Exhibit F: Existing Conditions Photos

Exhibit G: Applicant Statement

Exhibit H: Existing Conditions Survey

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<sup>5</sup> LMC [§ 15-1-21](#)





## Planning Department

July 10, 2024

Tobey Ware and Jodi Ware

CC: Chad Bollman, J. Ford Construction

### NOTICE OF PLANNING COMMISSION ACTION

#### Description

Address: 1328 Park Avenue

Zoning District: Historic District-Medium Density

Application: Minor Subdivision Plat

Project Number: PL-24-06157

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 10, 2024

Project Summary: The Applicant proposes to create a 3,955 square foot one-Lot Subdivision for 1329 Park Avenue, also known as the Elmer H. Maxwell House, a Landmark Historic Site on Park City's Historic Sites Inventory.

#### Action Taken

On July 10, 2024, the Planning Commission conducted a public hearing and approved the Ware Subdivision according to the following findings of fact, conclusions of law, and conditions of approval.

#### Findings of Fact

1. 1328 Park Avenue was built sometime between 1929 and 1940 based on the Sandborn Maps.
2. Parcel SA-284 is currently a Metes-and-Bounds Parcel.
3. In 1984, 1328 Park Avenue was nominated to the National Registry of Historic Places.
4. In 1997 a two-story addition was created.



## Planning Department

5. In 2010 the Planning Department approved an HDDR-Pre that allowed the construction of a fence in front of the Property along Park Ave. The Fence is located on City owned Parcel SA-265-A-X and the Applicant has an Encroachment Permit regarding it.
6. In 2015 the Historic Preservation Board approved the demolition of non-historic horizontal wood siding to allow the replacement of windows on the addition.
7. On June 5, 2024, the Applicant submitted an application for the creation of the Ware Subdivision.
8. The Application was deemed complete on June 17, 2024.
9. Single-Family Dwellings are an Allowed Use in the HRM Zone.
10. LMC § 15-2.4-3 requires that “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.”
11. Access to 1328 Park Ave is off Sullivan Road. There is a Driveway that crosses over Parcel SA-265-A-X.
12. There is an existing Driveway and Snowmelt Encroachment Permit between the City and the Applicant.
13. The HRM Zoning District Lot Requirements outlined in LMC [§ 15-2.4-3](#) are as follows:

HRM Requirement	Proposal
The maximum Lot Area for a Single-Family Dwelling is 3,750 square feet.	<b>Complies</b> – The Applicant requests the creation of a 3,955-square-foot Lot for the Significant Historic Site. LMC <a href="#">§ 15-2.4-4</a> exempts Historic Sites from the maximum Lot Area.
The minimum Lot width is 37.50 feet.	<b>Complies</b> – The Lot is 59 feet wide.

14. LMC § 15-7.1-3(A)(1) establishes the Ware Subdivision as a Minor Subdivision as it is only a single Lot, which requires only a Final Subdivision Plat and does not require a Preliminary Plat.
15. LMC § 15-7.1-6 requires a finding of Good Cause by the Planning Commission prior to approval of a Final Subdivision Plat.



## Planning Department

16. Good Cause for the Ware Subdivision exists as it preserves the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owners to enjoy and improve the property would be hindered. With the ability to improve the property, the Applicant will be able to achieve their stated goal of turning this property into a permanent residence, which aligns with the stated goals of the HRM Zone.
17. The Development Review Committee reviewed the proposal on June 18, 2024, and requires Conditions of Approval.
18. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The Park Record published courtesy notice on June 26, 2024.

### Conclusions of Law

1. The proposal to create the Ware Subdivision complies with the requirements of Land Management Code Chapter 15-2.4 *Historic Residential Development-Medium Density (HRM) Zoning District* and Land Management Code Chapter 15-7.1 *Subdivision Procedures*.
2. Good Cause for the Ware Subdivision exists as it preserves the current land use of the Historic Structure. Without a recorded Subdivision, the ability of the current owners to enjoy and improve the property would be hindered. With the ability to improve the property, the Applicant will be able to achieve their stated goal of turning this property into a permanent residence, which aligns with the stated goals of the HRM Zone.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision, 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 shall review and approve the final form and content of the Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval prior to recordation of the plat.
2. The Applicant shall record this Plat Amendment at the County within one year from the date of Planning Commission approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for





## Planning Department

an extension is made in writing prior to the expiration date and an extension is granted by the Planning Director.

3. The Applicant shall record a 10-foot snow storage easement off of Park Avenue Right-of-Way on the Final Plat. Existing historic structures and their repair and maintenance are permitted to encroach within the 10-foot snow storage easement.

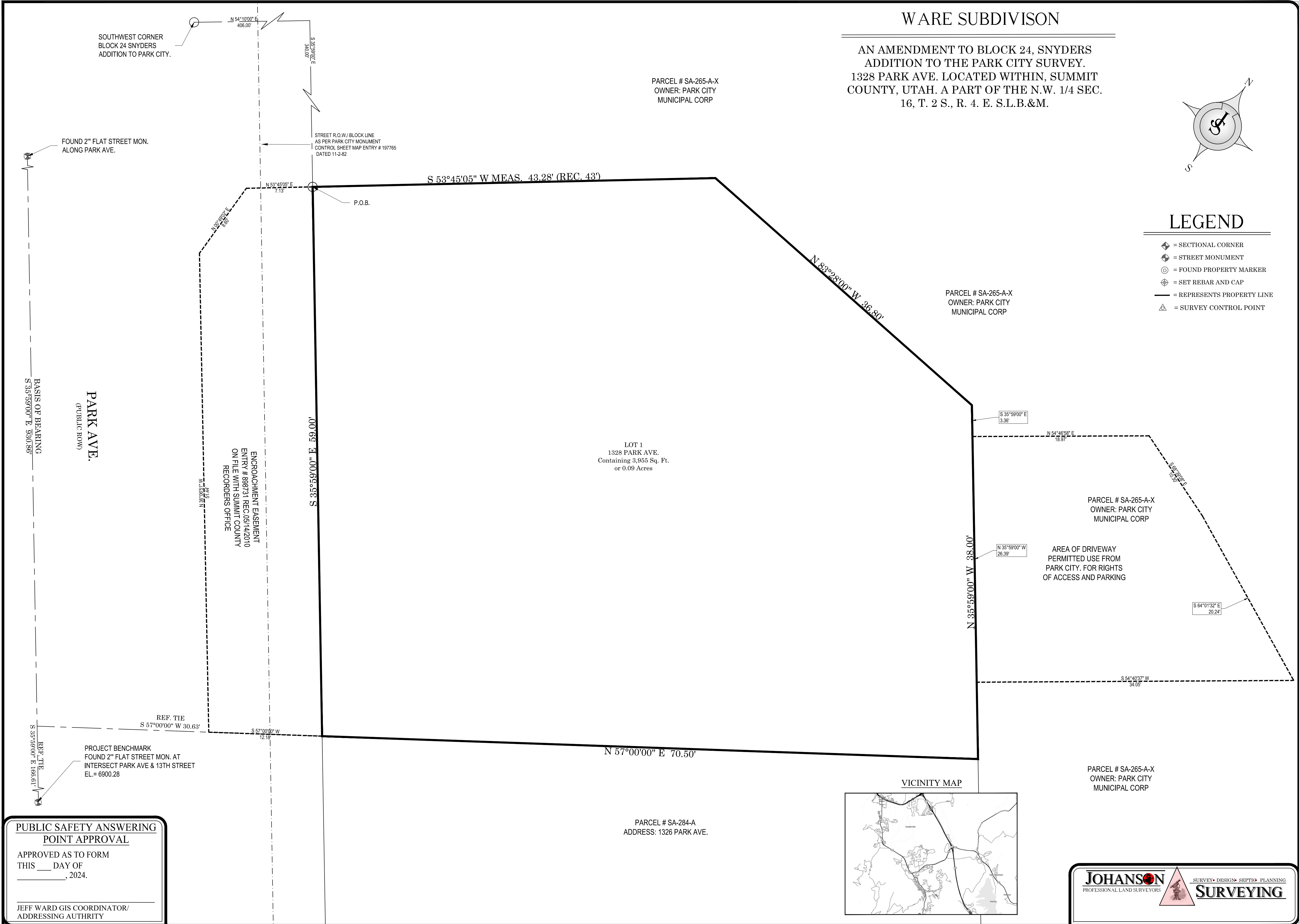
If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5058 or email [jaron.ehlers@parkcity.org](mailto:jaron.ehlers@parkcity.org).

Sincerely,

---

Sarah Hall, Planning Commission Chair

CC: Jaron Ehlers, Project Planner



**SURVEYOR'S CERTIFICATE**

I, Shane Johanson, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No.7075114 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to retrace or reestablish this plat; and that the information shown herein is sufficient to accurately establish the lateral boundaries of the herein described tract of real property; hereafter known as WARE SUBDIVISION.

preliminary dated : 7-01-2024

**LEGAL DESCRIPTION**

Beginning at a point which is North 54° 1' East 406.0 feet and South 35°59' East 340.0 feet from the Southwest Corner of Block 24, Snyders Addition to Park City; and running thence South 35°59'00" East 59.0 feet; thence North 57°00'00" East 70.5 feet; thence North 35°59'00" West 38.0 feet; thence North 83°28'00" West 36.8 feet; thence South 53°45'05" East 43.28 feet (Rec. South 54°01' West 43.0 feet) to the point of beginning.  
On file within the official records of Summit County, Utah.  
Containing 0.09 +/- Acres

**OWNER'S DEDICATION**

Know all men by these presents that, the undersigned owners Tobey M. Ware and Jodie R. Ware trustees of the Ware Family Trust, dated April 4, 2004 of the above described tract of land to be hereafter known as

WARE SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements 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 owner has hereunto set this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2024.

Tobey M. Ware, Trustee Jodie R. Ware, Trustee

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )  
On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me  
Tobey and Jodie Ware, the signers of the foregoing instrument who duly acknowledged that they executed the same.

Commission Number \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

Print Name: \_\_\_\_\_  
A Notary Public Commissioned in Utah

**WARE SUBDIVISON**

AN AMENDMENT TO BLOCK 24, SNYDERS ADDITION TO THE PARK CITY SURVEY.

1328 PARK AVE. LOCATED WITHIN, SUMMIT COUNTY, UTAH. A PART OF THE N.W. 1/4 SEC. 16, T. 2 S., R. 4. E. S.L.B.&M.

**PARK CITY PLANNING COMMISSION**

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY \_\_\_\_\_ date \_\_\_\_\_

**CERTIFICATE OF ATTEST**

I CERTIFY THIS PLAT MAP WAS APPROVED BY PARK CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY \_\_\_\_\_ PARK CITY RECORDER

**SNYDERVILLE BASIN WATER RECLAMATION DISTRICT**

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY \_\_\_\_\_ S.B.W.R.D.

**ENGINEERS CERTIFICATE**

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

BY \_\_\_\_\_ PARK CITY ENGINEER

**APPROVAL AS TO FORM**

APPROVED AS TO FORM THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
PARK CITY ATTORNEY

**COUNCIL APPROVAL AND ACCEPTANCE**

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
PARK CITY MAYOR

**COUNTY RECORDER#**

State of Utah, County of Summit, recorded and filed at the request of \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_

Fee \$ \_\_\_\_\_ County Recorder \_\_\_\_\_

NUMBER \_\_\_\_\_

ACCOUNT \_\_\_\_\_

SHEET 1

OF 1 SHEETS



# HISTORIC SITES INVENTORY HISTORIC SITE FORM

PARK CITY MUNICIPAL CORPORATION



## IDENTIFICATION

Property Name (if any): Elmer H. Maxwell House

Address: 1328 Park Avenue

Date of Construction: c. 1935

City, County: Park City, Summit County, Utah

Architect/Builder, if known: unknown

Tax Number: SA-284

Current Owner: Paul J. and Amanda K. Anderson (H/W jt.)

Legal Description (include acreage): BEG N 54\*01' E 406 FT & S 35\*59' E 340 FT FROM SW COR BLK 24 SNYDERS ADD TO PARK CITY; TH S 35\*59' E 59 FT; N 57\*00' E 70.5 FT; N 35\*50' W 38 FT; N 83\*28' W 36.8 FT; S 54\*01' W 43 FT TO BEG; #1328 PARK AVE FQC-487 M22-167 M23-74 Y-502 M22-167 M91-664 M93-17-19 772-808 796-589 (REF:1410-1089) 1598-1234 1962-1341 2120-1421; 0.09 AC

## STATUS / USE

Original Use: single dwelling    Current Use: single dwelling

Property Type:

National Register of Historic Places:

Evaluation:

☒ Building

☒ Eligible

☒ Landmark Site

☐ Structure

☐ Ineligible

☐ Significant Site

☐ Site

☐ Listed, Date:

☐ Non Historic

## DOCUMENTATION

Photographs:

Research Sources:

☐ Tax Photos

☒ Sanborn Maps

☒ City/ County Histories

☐ Newspapers

☒ Prints:

☐ tax Card

☐ Personal Interviews

☐ Other:

☐ Historic

☒ Census Records

☒ Park City Museum



## DESCRIPTION

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Architectural Style: Bungalow type

No. Stories: 1

Number of Associated Structures: ☐ Accessory building(s). # ☐ Structure(s). #

Condition: ☒ Good ☐ Fair ☐ Poor ☐ Uninhabitable/Ruin

Location: ☒ Original location ☐ Moved (Date: ,original location: )

Materials: (Describe the visible materials)

Exterior Walls: Narrow wooden siding

Foundation: Not verified

Roof: Hipped roof form sheathed in asphalt shingles

Windows/Doors: large, single light fixed casement windows on the primary façade, double-hung sash type on the side elevations

Additions: ☒ Major ☐ Minor ☐ None

Alterations: ☐ Major ☒ Minor ☐ None

Describe Additions/ Alterations (Dates):

Essential Historic Form: ☒ Retains ☐ Does Not Retain

## NARRATIVE DESCRIPTION OF PROPERTY

---

(Briefly describe the property and its setting. Include a verbal description of the location; a general description of the property including the overall shape, number of stories, architectural style, materials, shape of roof; identify and describe any associated structures; identify any known exterior additions and/or alterations.)

The house at 1328 Park Avenue was described in a 1984 National Register nomination form as follows:

“This house is a one story frame building with a hip roof and a square plan. Although it lacks the prominent porch of a typical bungalow, it is comparable to other houses that were built in Park City during the period of peak popularity of the bungalow. Park City's bungalows generally have a square or rectangular form, low pitch hip roofs, narrow lap siding, symmetrical facades with a door centered between large horizontal windows and some type of porch. This house fits the above description. A gable roof hood supported on brackets is centered over the door. The windows on the facade are large single pane glass panels, and most of the windows on the sides of the house are the one over one double hung sash type. A dormer was attached to the east side of the roof and there is a shed addition

which extends out beyond the south wall. A door pierces the west side of that extension. Both the dormer and shed extension were made at the rear of the house and are unobtrusive. The house maintains its original integrity.”

The house has been altered since the time of this description. The brackets supporting the porch have been replaced by turned posts not compatible with the style of the house. The door has also been replaced with a frame and panel door not associated with the bungalow time period. The largest modification to the house is a two story addition and this addition is connected to the original house by a small transitional element that is not visible from the public view. The addition is set back and away from the house so much that it actually appears to be a separate house altogether. The overall form and materiality of the building remains intact and the building retains its historic value.

## SIGNIFICANCE

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Historic Era:

- ☐ Settlement & Mining Boom Era (1868-1893)
- ☒ Mature Mining Era (1894-1930)
- ☐ Mining Decline & Emergence of Recreation Industry (1931-1962)

Narrative Statement of Significance:

(Briefly describe those characteristics by which this property may be considered historically significant.)

The history of this house was detailed in the 1984 National Register nomination form as follows:

“Built c. 1925, the Elmer H. Maxwell House at 1328 Park, is architecturally significant as one of 18 extant bungalows in Park City, eight of which are included in this nomination. The bungalow is the major Park City house type that was built between 1907 and the end of the mining boom period, and significantly contributes to the character of the residential area.

Elmer Maxwell probably had this house built soon after his arrival in Park City in 1925. He did not receive legal title to the property, however, until 1935 when the Ontario Silver Mining Company granted him a quit claim deed. Several neighboring properties, some also with houses on them, were similarly deeded by the Ontario Silver Mining Company at that same time, illustrating the apparently acceptable, but perhaps risky, practice of constructing houses on property owned by mining companies.

Born in 1897 in the nearby farming community of Oakley, Elmer Hugh Maxwell engaged in ranching in that area before moving to Park City in 1925, where he owned and operated the Maxwell Apartments and served as district agent for Singer Sewing Machine Company. He lived in this house until his death in 1942. Members of the Maxwell family continued to own the house until 1977.”

This history is mostly accurate, except for the estimated date of construction. This house does not appear on the 1929 Sanborn map, but does appear on the 1941 Sanborn, where it is labeled 1330 Park Avenue. It also appears

on the 1940 census, where it is also labeled 1330 Park Avenue. It is not known exactly when this house was built, but it was sometime between 1929 and 1940.

## REFERENCES

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- Boutwell, John Mason and Lester Hood Woolsey. *Geology and Ore Deposits of the Park City District, Utah*. White Paper, Department of the Interior, United States Geological Survey. Washington: Government Printing Office, 1912.
- Carter, Thomas and Peter Goss. *Utah's Historic Architecture, 1847-1940*. Salt Lake City: Center for Architectural Studies, Graduate School of Architecture, University of Utah and Utah State Historical Society, 1988.
- Hampshire, David, Martha Sonntag Bradley and Allen Roberts. *A History of Summit County*. Coalville, UT: Summit County Commission, 1998.
- National Register of Historic Places. Park City Main Street Historic District. Park City, Utah, National Register #79002511.
- Peterson, Marie Ross and Mary M. Pearson. *Echoes of Yesterday: Summit County Centennial History*. Salt Lake City: Daughters of Utah Pioneers, 1947.
- Pieros, Rick. *Park City: Past & Present*. Park City: self-published, 2011.
- Randall, Deborah Lyn. *Park City, Utah: An Architectural History of Mining Town Housing, 1869 to 1907*. Master of Arts thesis, University of Utah, 1985.
- Ringholz, Raye Carleson. *Diggings and Doings in Park City: Revised and Enlarged*. Salt Lake City: Western Epics, 1972.
- Ringholz, Raye Carleson and Bea Kummer. *Walking Through Historic Park City*. Self-published, 1984.
- Thompson, George A., and Fraser Buck. *Treasure Mountain Home: Park City Revisited*. Salt Lake City: Dream Garden Press, 1993.



## PHOTOS

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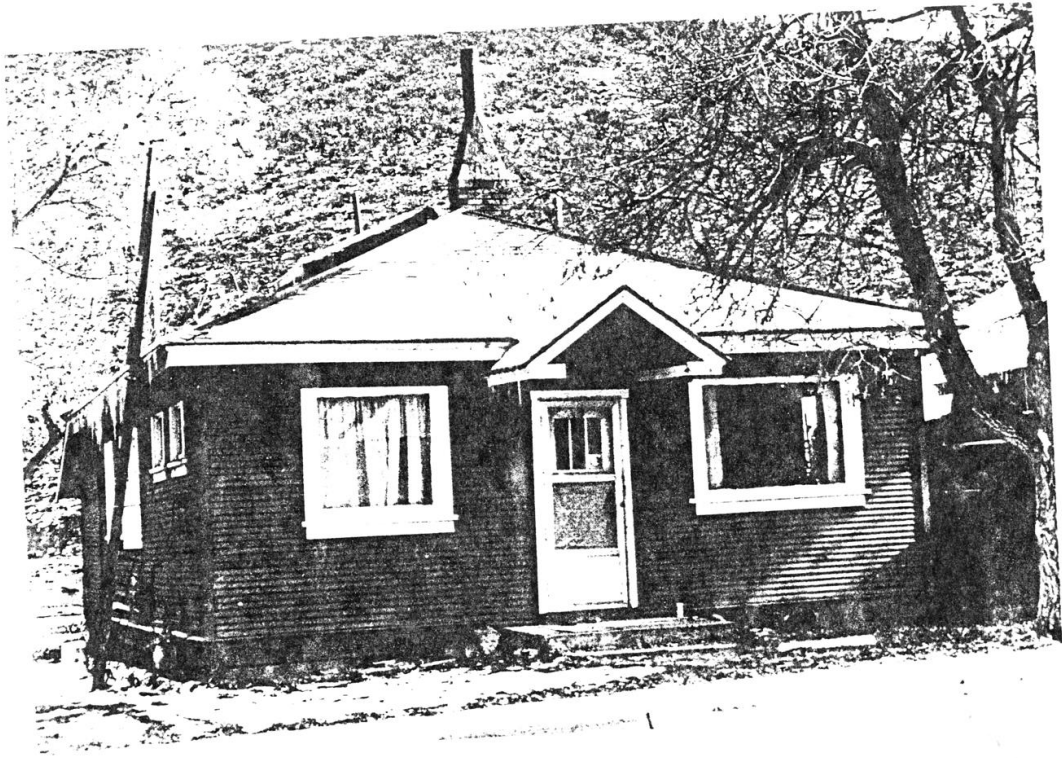
(Provide several clear historical and current photos of the property as well as locational maps indicating the location of the property in relation to streets or other widely recognized features.)

*1328 Park Avenue, Park City, Summit County, Utah*

*Intensive Level Survey—Biographical and Historical Research Materials*



Tax photo c. 1940













*1328 Park Avenue. Northwest oblique. November 2013.*



*1328 Park Avenue. West elevation. November 2013.*



*1328 Park Avenue. Southwest oblique. November 2013.*



## MAPS

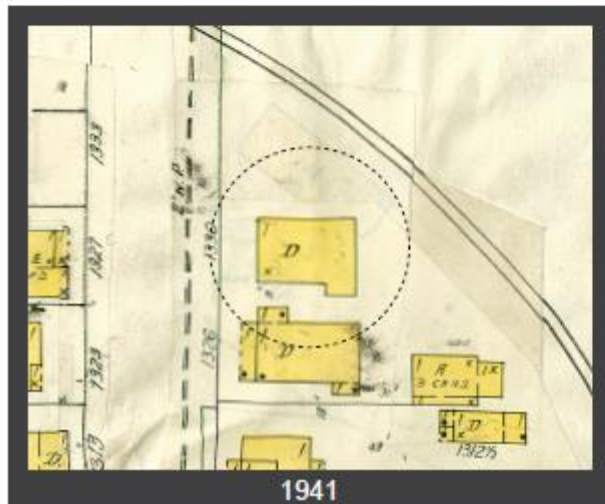
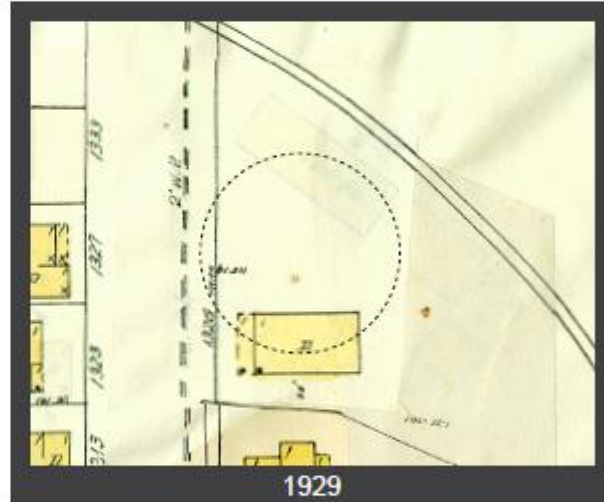
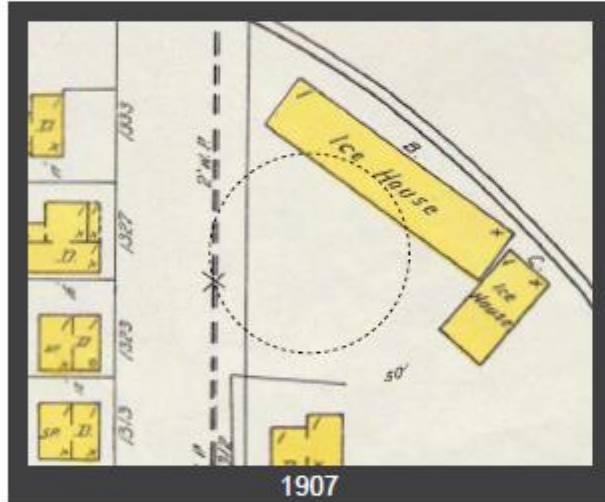
1328 Park Avenue, Park City, Summit County, Utah  
Intensive Level Survey—Sanborn Map history

Outside of extents of 1889 Sanborn

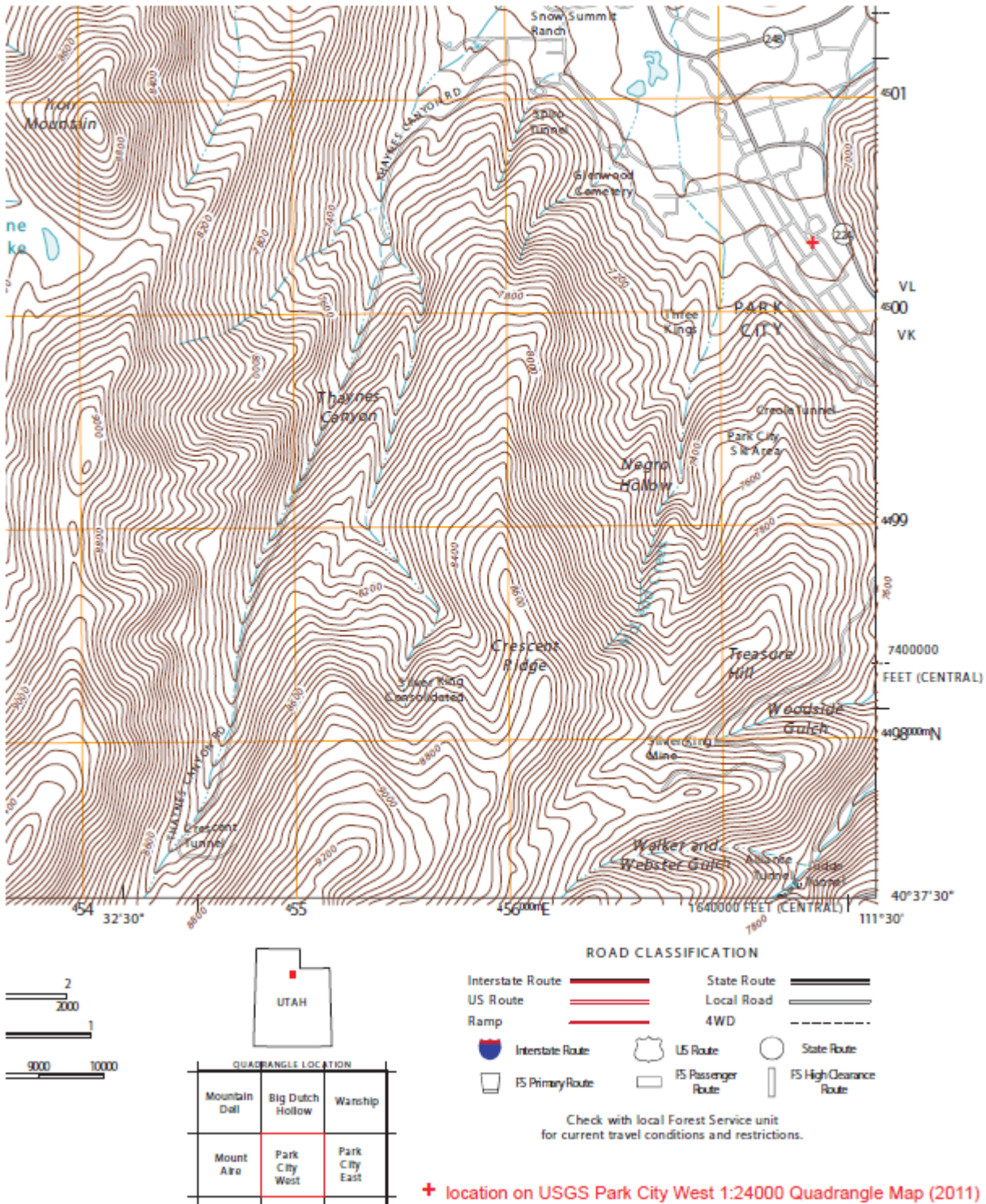
1889

Outside of extents of 1900 Sanborn

1900



1328 Park Avenue, Park City, Summit County, Utah  
Intensive Level Survey—USGS Map



## DOCUMENTS

Utah State Historical Society  
Historic Preservation Research Office

Site No. \_\_\_\_\_

Structure/Site Information Form

IDENTIFICATION 1

Street Address: 1328 Park UTM: 12 457490 4500140  
 Name of Structure: Park City, Summit County, Utah  
 Elmer H. Maxwell House T. R. S.  
 Present Owner: Robert B. Graf  
 Owner Address: P.O. Box 2204, Park City, Utah 84060  
 Year Built (Tax Record): Effective Age: Tax #: SA 284  
 Legal Description Kind of Building:  
 Beginning North 54 degrees 01 minutes East 406 feet and South 35 degrees 59 minutes East  
 340 feet from Southwest corner Block 24, Snyder's Addition to Park City, thence South  
 35 degrees 59 minutes East 59 feet, North 59 degrees 00 minutes East 70.5 feet, North  
 35 degrees 50 minutes West 38 feet, North 83 degrees 28 minutes West 36.8 feet, South  
 54 degrees 01 minutes West 43 feet to beginning. Section 16 T2S R4E. Less than one acre.

STATUS/USE 2

Original Owner: probably Elmer Maxwell Construction Date: c. 1925 Demolition Date:  
 Original Use: Residence Present Use:  
 Building Condition: Integrity: Preliminary Evaluation: Final Register Status:  
☐ Excellent ☐ Site ☐ Unaltered ☒ Significant ☐ Not of the ☐ National Landmark ☐ District  
☒ Good ☐ Ruins ☐ Minor Alterations ☐ Contributory ☐ Historic Period ☐ National Register ☐ Multi-Resource  
☐ Deteriorated ☒ Major Alterations ☐ Not Contributory ☐ State Register ☐ Thematic

DOCUMENTATION 3

Photography: Date of Slides: 1983 Slide No.: Date of Photographs: 1983 Photo No.:  
 Views: ☐ Front ☐ Side ☐ Rear ☐ Other Views: ☐ Front ☐ Side ☐ Rear ☐ Other

Research Sources:  
☒ Abstract of Title ☒ Sanborn Maps ☒ Newspapers ☐ U of U Library  
☒ Plat Records/Map ☐ City Directories ☐ Utah State Historical Society ☐ BYU Library  
☒ Tax Card & Photo ☐ Biographical Encyclopedias ☐ Personal Interviews ☐ USU Library  
☐ Building Permit ☒ Obituary Index ☐ LDS Church Archives ☐ SLC Library  
☐ Sewer Permit ☒ County & City Histories ☐ LDS Genealogical Society ☒ Other Census Records

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

Salt Lake Tribune. January 31, 1942, p. 20. Elmer H. Maxwell obituary.

Researcher: Roger Roper

Date: 4/80



4  
ARCHITECTURE

Street Address: 1328 Park Site No: \_\_\_\_\_

Architect/Builder: Unknown

Building Materials: Wood

Building Type/Style: Bungalow

Description of physical appearance & significant architectural features:  
(Include additions, alterations, ancillary structures, and landscaping if applicable)

This house is a one story frame building with a hip roof and a square plan. Although it lacks the prominent porch of a typical bungalow, it is comparable to other houses that were built in Park City during the period of peak popularity of the bungalow. Park City's bungalows generally have a square or rectangular form, low pitch hip roofs, narrow lap siding, symmetrical facades with a door centered between large horizontal windows and some type of porch. This house fits the above description. A gable roof hood supported on brackets is centered over the door. The windows on the facade are large single pane glass panels, and most of the windows on the sides of the house are the one over one double hung sash type. A dormer was attached to the east side of the roof and there is a shed addition which extends out beyond the south wall. A door pierces the west side of that extension. Both the dormer and shed extension were made at the rear of the house and are unobtrusive. The house maintains its original integrity.

5  
HISTORY

## Statement of Historical Significance:

Construction Date: c.1925

Built c. 1925, the Elmer H. Maxwell House at 1328 Park, is architecturally significant as one of 18 extant bungalows in Park City, eight of which are included in this nomination. The bungalow is the major Park City house type that was built between 1907 and the end of the mining boom period, and significantly contributes to the character of the residential area.

Elmer Maxwell probably had this house built soon after his arrival in Park City in 1925. He did not receive legal title to the property, however, until 1935 when the Ontario Silver Mining Company granted him a quit claim deed. Several neighboring properties, some also with houses on them, were similarly deeded by the Ontario Silver Mining Company at that same time, illustrating the apparently acceptable, but perhaps risky, practice of constructing houses on property owned by mining companies.

Born in 1897 in the nearby farming community of Oakley, Elmer Hugh Maxwell engaged in ranching in that area before moving to Park City in 1925, where he owned and operated the Maxwell Apartments and served as district agent for Singer Sewing Machine Company. He lived in this house until his death in 1942. Members of the Maxwell family continued to own the house until 1977.

# TITLE SEARCH FORM

[Obtain information from title abstract books at County Recorder's Office]

Address: 1328 Park Avenue

City: Park City, UT

Current Owner: Paul J. and Amanda K. Anderson

Address: (see historic site form for address)

Tax Number: SA-284

Legal Description (include acreage): SA BK 24, 59'x43'x36.8'x38'x75' parcel (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
11/14/1883	Geo. G. Snyder	Robert C. Chambers	W		"Block"
9/7/1901	Adaline C. Martin, et al	Ontario Silver Mfg. Co.	Deed of Convey.		"Block 24"
8/19/1935	Ontario Silver Mng. Co.	Elmer Maxwell	Q.C.D.		
8/11/1969	Richard E. & Wanda H. Maxwell	Mercy M. Maxwell Rawson	W.D.		[willed from E. Maxwell following his death]
8/31/1976	Illa M. Stanworth, exec.	I.M Stanworth & R.E. Maxwell, Jr.	Exec. Deed		[estate of Mercy M. Rawson]
4/26/1977	I.M Stanworth & R.E. Maxwell, Jr., et al	Robert B. Graf	W.D.		
12/14/1993	Robert B. Graf	Todd A. Arenson & Richard E. Kann	W.D.		
3/31/1994	Richard E. Kann	Todd A. Arenson	Q.C.D.		
2/10/2004	Todd A. Arenson	Paul Joseph Anderson	W.D.		
1/12/2009	Paul Joseph Anderson	Paul J. and Amanda K. Anderson	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 4/24/2014





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

### ENCROACHMENT PERMIT

1328 Park Avenue (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Paul/Amanda Anderson (Owner(s)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 1328 Park Avenue (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain a wooden fence with gate within the City right-of-way of Park Avenue (street name).

1. This encroachment agreement shall be appurtenant to the following described property: See attached title report (lot # and subdivision)  
*Property*

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

2. The improvements permitted within the street right-of-way shall consist of a wooden fence and gate. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

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

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

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

**Please see side 2**

**ENTRY NO. 00898731**

05/14/2010 03:19:30 PM B: 2032 P: 0529

Encroachment PAGE 1/13

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY PARK CITY MUNICIPAL CORP

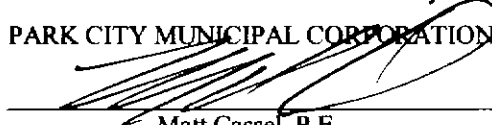


6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might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

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

DATED this 11 day of May, 2010

PARK CITY MUNICIPAL CORPORATION

  
Matt Cassel, P.E.,  
City Engineer

Attest: \_\_\_\_\_

  
Owner's Signature

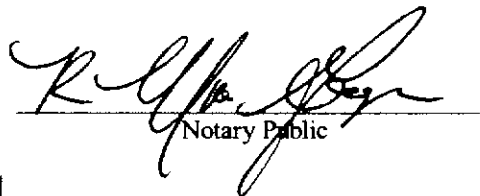
Paul Joseph Anderson  
Owner's Name (Printed)

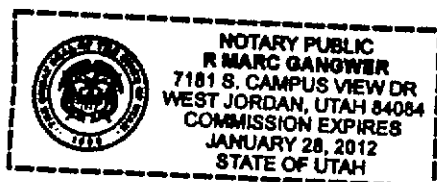
PO Box 1833, Park City, UT 84060  
Mailing Address

paul.anderson@alumni.duke.edu  
email address or phone number

STATE OF UTAH                    )  
  ss  
COUNTY OF SUMMIT            )

On the 10 day of May, 2010, Paul J Anderson  
personally appeared before me R. Marc Gangwer who, being first  
duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did  
acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that  
she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument  
on their behalf.

  
Notary Public





# EQUITY

TITLE AGENCY

1762 Prospector Avenue  
Park City, UT 84060  
Phone 435-658-4801  
Fax 435-658-4802

---

**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

1328 PARK AVENUE  
PARK CITY, UT 84060

LISTING AGENT	SELLING AGENT
ATTN: .	ATTN: .
LENDER	BUYER/SELLER
ATTN: .	BUYER/BORROWER  SELLER/OWNER: PAUL JOSEPH ANDERSON



## **SCHEDULE A**

ORDER/REFERENCE NO.: 2237030

1.     **Effective Date: January 29, 2008 at 8:00 A.M.**

2.	Policy or Policies to be issued:	<b>PREMIUM</b>
	(a)   ALTA Owner's Policy \$1,000.00	<b>\$0.00</b>
	Proposed Insured:	

	(b)   ALTA Loan Policy \$0.00	<b>\$0.00</b>
	Proposed Insured:	

	100   ENDORSEMENTS	<b>\$0.00</b>
--	--------------------	---------------

3.     **The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is, at the effective date hereof, vested in:**

**PAUL JOSEPH ANDERSON, AN UNMARRIED MAN**

4.     **The land referred to in this commitment is situated in the County of SUMMIT, State of UT, and is described as follows:**

**See Attached Exhibit "A"**

**The above described property also known by the street address of:  
1328 PARK AVENUE, PARK CITY, UT 84060.**

\* \* \*

**EXHIBIT "A"**

BEGINNING AT A POINT WHICH IS NORTH 54°1 MINUTES EAST 406.0 FEET SOUTH 35°59 MINUTES EAST 340.0 FEET FROM THE SOUTHWEST CORNER OF BLOCK 24, SNYDERS ADDITION TO PARK CITY , UTAH AND RUNNING THENCE SOUTH 35°59 MINUTES EAST 59.0 FEET; THENCE NORTH 57°00 MINUTES EAST 70.5 FEET; THENCE NORTH 35°59 MINUTES WEST 38.0 FEET; THENCE NORTH 83°28 MINUTES WEST 36.8 FEET, THENCE SOUTH 54°01 MINUTES WEST 43.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. SA-284

**SCHEDULE B – Section 1**  
**REQUIREMENTS**

The following are the requirements to be complied with:

- (A) Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- (B) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- (C) The Company hereby reserves the right to add additional special exceptions to coverage and/or requirements for the issuance of any policy pursuant to this commitment upon its receipt and review of additional information including, but not limited to, any items herein below.

1. 4.0 Conversion



## **SCHEDULE B – Section 2**

### **EXCEPTIONS**

ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

**Part I:**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspections of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records of attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

**Exceptions 1-7 may be eliminated in an ALTA Extended Coverage Policy.**

8. Taxes for the year 2008 are now accruing as a lien, but are not yet due and payable. Taxes for the year 2007 were paid in the amount of \$2,400.75 (Tax Parcel No. SA-284)
9. Said property is located within the boundaries of PARK CITY, WEBER BASIN WATER CONSERVANCY DISTRICT, PARK CITY FIRE SERVICE DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, PARK CITY WATER SERVICE DISTRICT, SNYDERVILLE BASIN SEWER DISTRICT and is subject to the charges and assessments levied thereunder.
10. ORDINANCE AMENDING TITLE 11, CHAPTER 14, SECTION 1 OF THE MUNICIPAL CODE OF PARK CITY TO EXPAND THE AREA SUBJECT PROSPECTOR MINIMUM LANDSCAPING AND TOP SOIL REQUIREMENTS RECORDED AUGUST 10, 1994, AS ENTRY NO. 412146, IN BOOK 828, AT PAGE 394, SUMMIT COUNTY RECORDER'S OFFICE.
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(Continued)

**SCHEDULE B – Section 2**

**EXCEPTIONS**

13. RECIPROCAL SNOW SHED EASEMENT AGREEMENT, Recorded MARCH 17, 2006, as Entry No. 771838, in Book 1777, at Page 1659, SUMMIT County Recorder's Office.
14. Discrepancies, conflicts in the boundary lines, shortage in area, encroachments, easements or any other facts which a correct ALTA survey would disclose, and which are not shown by the public records.
15. EASEMENTS AS EVIDENCED BY MESNE DOCUMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO, A WARRANTY DEED. IN CONSIDERATION HEREOF, GRANTEE AND GRANTOR MUTUALLY AGREE THAT THERE SHALL BE AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING SOUTH OF THE HOUSE LOCATED THEREON, AND EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PORTION OF THE PROPERTY RETAINED BY GRANTOR ON THE SOUTH, THAT IS NORTH OF THE HOUSE LOCATED THEREON. SAID EASEMENTS SHALL SERVE BOTH PROPERTIES, AND SHALL EXTEND TO THE EAST AND WEST PROPERTY LINES. SAID WARRANTY DEED , Recorded APRIL 26, 1977, as Entry No. 137506, in Book M93, at Page 19, SUMMIT County Recorder's Office.
16. RESERVATIONS AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED , Recorded APRIL 14, 1969, as Entry No. 108963, in Book 20, at Page 615, SUMMIT County Recorder's Office.
17. SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN EXECUTRIX'S DEED WHEREIN THE GRANTOR CONVEYED SURFACE RIGHTS ONLY SAID DEED , Recorded APRIL 26, 1977, as Entry No. 137505, in Book 93, at Page 18, SUMMIT County Recorder's Office.
18. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon, or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom, should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).

(Continued)

**SCHEDULE B – Section 2**

**EXCEPTIONS**

19. TRUST DEED securing an indebtedness of the amount stated therein and any other amounts payable under the terms thereof:

Dated: FEBRUARY 6, 2004  
Amount: \$324,000.00, plus interest  
Trustor: PAUL JOSEPH ANDERSON  
Trustee: EQUITY TITLE  
Beneficiary: CNN MORTGAGE INC.  
Recorded: FEBRUARY 10, 2004  
Entry No.: 688625  
Book: 1598  
Page: 1236

20. Revolving Credit Deed of Trust securing an indebtedness of the amount stated herein and any other amounts payable under the terms thereof:

Dated: APRIL 25, 2007  
Amount: \$250,000.00, plus interest  
Trustor: PAUL J. ANDERSON AKA PAUL JOSEPH ANDERSON  
Trustee: CAROL P. BRANN  
Beneficiary: WRIGHT PATMAN CONGRESSIONAL FEDERAL CREDIT UNION  
Recorded: APRIL 30, 2007  
Entry No.: 811367  
Book: 1862  
Page: 341

\*\*\*\*\*

**FOR INFORMATIONAL PURPOSES ONLY**

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment except as follows: None.

(Continued)



**SCHEDULE B – Section 2**  
**EXCEPTIONS**

NOTE: The following name(s) have been checked in the records of the SUMMIT County Clerk for Judgments, and the SUMMIT County Recorder for Federal Tax Liens:

PAUL JOSEPH ANDERSON

No unsatisfied Judgment Liens or Federal Tax Liens have been found.

This report was searched by Seth Bowen at 801-412-4602 or email, [sethb@equitytitleutah.com](mailto:sethb@equitytitleutah.com).

Typed February 12, 2008 by SB.

.....

NOTE: This report is restricted to the use of the addressee, and is not to be used as a basis for closing any transaction affecting title to said property. The liability of the Company is limited to the compensation received therefore.

.....

# **EQUITY TITLE INSURANCE AGENCY, INC. PRIVACY POLICY**

## **We are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information that you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

## **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

## **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means.

- Information about your transactions with us, our affiliated companies, or others; and

- Information we receive from a consumer reporting agency.

## **Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

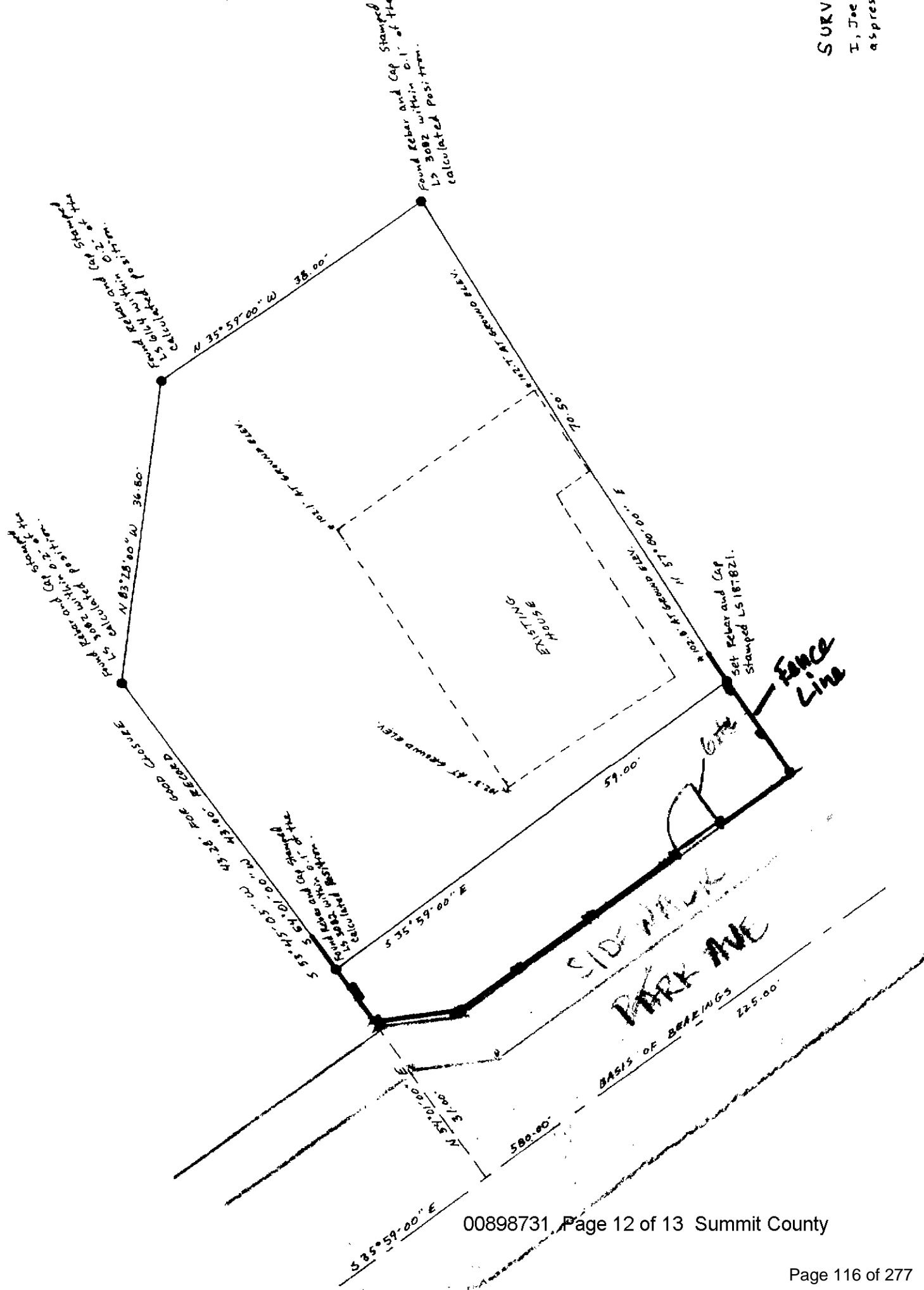
## **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

## **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SURV  
I, Joe  
as pres





**When Recorded, Mail to:**  
PAUL JOSEPH ANDERSON  
P.O. BOX 1833  
PARK CITY, UTAH 84060

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.

Submitted by: Equity Title Ins. Agency, Inc.

ETA # 2221964

## WARRANTY DEED

PAUL JOSEPH ANDERSON , Grantor(s), hereby convey(s) and warrant(s) to

PAUL JOSEPH ANDERSON and AMANDA KATHRYN ANDERSON, husband and wife as joint tenants, Grantee(s)

for the sum of ten dollars and other good and valuable consideration, the following described tract of land in SUMMIT County, State of Utah, to wit:

BEGINNING AT A POINT WHICH IS NORTH 54°1' EAST 406.0 FEET SOUTH 35°59' EAST 340.0 FEET FROM THE SOUTHWEST CORNER OF BLOCK 24, SNYDERS ADDITION TO PARK CITY, UTAH AND RUNNING THENCE SOUTH 35°59' EAST 59.0 FEET, THENCE NORTH 57°00' EAST 70.5 FEET, THENCE NORTH 35°59' WEST 38.0 FEET, T HENCE NORTH 83°28' WEST 36.8 FEET, THENCE SOUTH 54°01' WEST 43.0 FEET TO THE POINT OF BEGINNING.  
SA-284

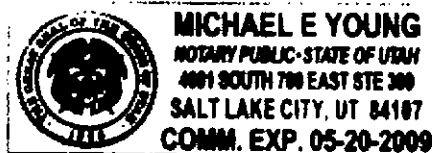
Subject to covenants, conditions and restrictions of record.

IN WITNESS WHEREOF, Grantor(s) has/have executed this Warranty Deed the 12th day of January, 2009.

  
PAUL JOSEPH ANDERSON

COUNTY OF SUMMIT                    )  
  :SS  
STATE OF UTAH                        )

The foregoing instrument was acknowledged before me the 12th day of January, 2009, by PAUL JOSEPH ANDERSON .



  
Notary Public  
My Commission Expires: 05/20/2009

**ENCROACHMENT PERMIT  
SNOWMELT SYSTEM IN CITY RIGHT-OF-WAY**

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and PAUL JOSEPH ANDERSON [Owner(s)] to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 1328 PARK AVENUE (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain snowmelt system and driveway within the City right-of-way of SULLIVAN ROAD / CITY PARK (street name).

1. This encroachment agreement shall be appurtenant to the following described property: EXHIBIT "A" OF ATTACHED TITLE REPORT (lot # and subdivision)  
Property TAX PARCEL # SA-284

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

2. The improvements permitted within the street right-of-way shall consist of driveway paving and a snowmelt system.

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

4. Prior to widening the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) 24 (twenty-four) hours notice, in which time the Owner(s) shall make adjustments and remodel the driveway and/or snowmelt system necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever. The Owner(s) specifically acknowledge that this agreement contemplates the loss of any use of their snowmelt system.

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

**ENTRY NO. 00838315**  
02/25/2008 11:49:06 AM B: 1916 P: 0253  
Encroachment PAGE 1/11  
ALAN SPRIGGS, SUMMIT COUNTY RECORDER  
FEE 0.00 BY PARK CITY MUNICIPAL CORP





Commitment Number: **2237030**



**EQUITY**  
TITLE AGENCY

1762 Prospector Avenue  
Park City, UT 84060  
Phone 435-658-4801  
Fax 435-658-4802

**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

**PROPERTY INFORMATION:**

1328 PARK AVENUE  
PARK CITY, UT 84060

<b>LISTING AGENT</b>	<b>SELLING AGENT</b>
ATTN: .	ATTN: .
<b>LENDER</b>	<b>BUYER/SELLER</b>
ATTN: .	<b>BUYER/BORROWER</b>  <b>SELLER/OWNER:</b> PAUL JOSEPH ANDERSON

## SCHEDULE A

ORDER/REFERENCE NO.: 2237030

1. Effective Date: January 29, 2008 at 8:00 A.M.

	PREMIUM
2. Policy or Policies to be issued:	
(a) ALTA Owner's Policy \$1,000.00	\$0.00
Proposed Insured:	

(b) ALTA Loan Policy \$0.00	\$0.00
Proposed Insured:	

100 ENDORSEMENTS	\$0.00
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3. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is, at the effective date hereof, vested in:

**PAUL JOSEPH ANDERSON, AN UNMARRIED MAN**

4. The land referred to in this commitment is situated in the County of SUMMIT, State of UT, and is described as follows:

**See Attached Exhibit "A"**

The above described property also known by the street address of:  
**1328 PARK AVENUE, PARK CITY, UT 84060.**

\* \* \*

**EXHIBIT "A"**

BEGINNING AT A POINT WHICH IS NORTH 54°1 MINUTES EAST 406.0 FEET SOUTH 35°59 MINUTES EAST 340.0 FEET FROM THE SOUTHWEST CORNER OF BLOCK 24, SNYDERS ADDITION TO PARK CITY , UTAH AND RUNNING THENCE SOUTH 35°59 MINUTES EAST 59.0 FEET; THENCE NORTH 57°00 MINUTES EAST 70.5 FEET; THENCE NORTH 35°59 MINUTES WEST 38.0 FEET; THENCE NORTH 83°28 MINUTES WEST 36.8 FEET; THENCE SOUTH 54°01 MINUTES WEST 43.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. SA-284



**SCHEDULE B – Section 1**  
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1. 4.0 Conversion

## SCHEDULE B – Section 2

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ANY POLICY WE ISSUE WILL HAVE THE FOLLOWING EXCEPTIONS UNLESS THEY ARE TAKEN CARE OF TO OUR SATISFACTION.

Part I:

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(Continued)

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(Continued)



**SCHEDULE B – Section 2**

**EXCEPTIONS**

19. TRUST DEED securing an indebtedness of the amount stated therein and any other amounts payable under the terms thereof:

Dated: FEBRUARY 6, 2004  
Amount: \$324,000.00, plus interest  
Trustor: PAUL JOSEPH ANDERSON  
Trustee: EQUITY TITLE  
Beneficiary: CNN MORTGAGE INC.  
Recorded: FEBRUARY 10, 2004  
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Trustor: PAUL J. ANDERSON AKA PAUL JOSEPH ANDERSON  
Trustee: CAROL P. BRANN  
Beneficiary: WRIGHT PATMAN CONGRESSIONAL FEDERAL CREDIT UNION  
Recorded: APRIL 30, 2007  
Entry No.: 811367  
Book: 1862  
Page: 341

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**FOR INFORMATIONAL PURPOSES ONLY**

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment except as follows: None.

(Continued)

**SCHEDULE B – Section 2**

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NOTE: The following name(s) have been checked in the records of the SUMMIT County Clerk for Judgments, and the SUMMIT County Recorder for Federal Tax Liens:

PAUL JOSEPH ANDERSON

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Typed February 12, 2008 by SB.

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# **EQUITY TITLE INSURANCE AGENCY, INC.**

## **PRIVACY POLICY**

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Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

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**SOUTH CORNER (FOR NO. 6)**













## **1328 PARK AVE. NO. 2 WRITTEN STATEMENT (DESCRIPTION OF PROJECT)**

THE PROPOSED PLAT AMENDMENT AIMS TO OFFICIALLY RECORD THE EXISTING PLAT THROUGH AN OFFICIAL BOUNDARY SURVEY AS THE PREVIOUS RECORDING IS OUTDATED AND WAS NOT BASED ON A BOUNDARY SURVEY. THERE ARE NO PROPOSED CHANGES TO THE PLAT ITSELF.

WE AIM TO RESTORE THE HOME TO PERIOD WITHIN REASON AND TO MODIFY THE FOOTPRINT ONLY VERY SLIGHTLY TO ENABLE IT TO BECOME A FULL-TIME RESIDENCE FOR OUR FAMILY:

- ADD TWO SMALL BATHROOMS TO THE MAIN LEVEL BEDROOMS IN THE EXISTING ADDITION
- ENCLOSE THE (CURRENTLY UNUSABLE AND UNATTRACTIVE) DECK ON SECOND LEVEL
- FINISH OUT THE BASEMENT





DRAWING TITLE

# RECORD OF SURVEY SITE TOPOGRAPHIC

CLIENT CONTACT

JODI WARE

1328 PARK AVE. LOCATED WITHIN,  
SUMMIT COUNTY, UTAH. A PART  
OF THE N.W. 1/4 SEC. 16, T. 2 S., R. 4.  
E. S.L.B.&M.

PROPERTY DESCRIPTION

Beginning at a point which is North 54° 1 East 406.0 feet and South 35°59' East 340.0 feet from the Southwest Corner of Block 24, Snyders Addition to Park City; and running thence South 35°59' East 50.0 feet; thence North 57°00' East 70.5 feet; thence North 35°59' West 38.0 feet; thence North 83°28' West 36.8 feet; thence South 54°01' West 43 feet to the point of beginning. On file within the official records of Summit County, Utah.  
Containing 0.09 +/- Acres

SURVEYOR'S NARRATIVE

This Survey was performed at the request of Jodi Ware For the purpose to locate contours and elevations of the ground in relationship to the intended positioning of this lot. Also, for the possible purpose, future building along the Easterly portion of the home.

The basis of bearing was derived from the found street monumentation and utilized on this survey as S 35°59'00"E as shown on The Park City, Utah Monument control map entry # 197765 on file with the Summit County Recorder's office.

During the course of this survey, it had been discovered that the parcel of record vs the actual occupation, area and use of the land vs access and fences has some significant differences. There appears to be a 6' shift Easterly as indicated and measured by area surveys and shown on Summit County assessor's map. This shift results in a 11.7+- foot area of frontage that does not appear to match lines of street improvements. In addition, access to the subject parcel along the Easterly side of the parcel appears to obtain about 32 feet of driveway access and parking that is within the lands titled to Park City municipality corp.

A subdivision, one parcel away to the south known as Cottages on the Park, was developed and surveyed in 1999 that seems to fit the existing conditions fairly well. This plat was measured matched and used as a key point of reference as to the location of this record parcel. Furthermore, the Sub plat appears to include lands further to the East that would otherwise be a part of the Park City Municipality Park.

It is suggested that the client should approach Park City Municipality during the redesign of their historic home for further resolution to correct possible insufficient title area to include the area of occupation as found in the field that has been in place for a historical amount of time.

Shown are One-foot Contours Highlighted at Five-foot Intervals as labeled. Found rebar and monumentation have been tied, utilized and shown on this survey. The elevation base is derived from the Park City, Utah monument control map entry # 197765. The project benchmark is 6900.28' = Found 2" flat brass cap street monument at the intersection of Park Ave. and 13th street as shown heron.

- NOTE:
1. Surveyor has made no investigation or independent search for easements of record encumbrances restrictive covenants ownership title evidence, or any other facts, conflicts, or discrepancies which may be disclosed by the details of a current title insurance policy.
  2. See city and county planning, and zoning maps for information regarding setback, side yard, and rear yard instances as well as other building, use restrictions, and requirements.
  3. Utility pipes, wires etc, may not be shown on this map, contractors builders and excavators shall verify the location of all existing utilities prior to construction, and/or excavation. Contact blue stakes and refer to utility maps for additional information.
  4. Subdivision plat notes, pertaining to this lot and other restrictions obligations, convents etc., that may effect the design and use of this lot, see subdivision.

SURVEYOR'S CERTIFICATE

I, R. Shane Johanson, do hereby certify that I am a Professional Land Surveyor, holding certificate No. 7075114 as prescribed under the laws of the State of Utah. I further certify that by the owners' authority, I have made a survey of the tract of land shown on this plat and described hereon. The same has been correctly surveyed and referenced with ground measurements and other data as shown on this plat. This survey retraces lot/deed lines and may have corrected said lot/deed lines to coincide with found evidence and other interpolations and conclusions, based on said ground measurements, data surveys and other information and records. Furthermore, other unwritten rights of ownership or lines of occupation may have implied rights or may exist, and in conducting this survey and preparing this plat it is expressly understood that I do not warrant or certify any of those rights unless evidence and records of agreements or acts among the appropriate parties are provided to me sufficient to establish the existence and position of those lines.

REVISIONS:

REV #	DESCRIPTION	DATE

**JOHANSON**  
PROFESSIONAL LAND SURVEYORS

SURVEY • DESIGN • SEPTIC • PLANNING  
**SURVEYING**

P.O. BOX 18941  
SALT LAKE CITY, UTAH 84118  
Shane Johanson P.L.S. 801-815-2541

COPYRIGHT

This drawing is and at all times remains the exclusive property of Johanson  
Surveying shall not be used with out complete authorization and written support.

STAMP	PROJECT NO.
	S-24-075
DATE:	5/24/2024
DRAWN BY:	BROCK T. CISNEROS
OVERSEEN BY:	SHANE R. JOHANSON P.L.S.
SHEET NUMBER	SHEET-1

- LEGEND
- = STREET MONUMENT
  - ⊙ = FOUND PROPERTY MARKER
  - = REPRESENTS PROPERTY LINE
  - △ = SURVEY CONTROL POINT
  - ⊕ = EXISTING GAS METER
  - ⊕ = ELECTRIC METER
  - EM = ELECTRIC BOX
  - = WOOD/VINYL FENCE
  - = EXISTING ROCK RETAINING WALL
  - ⊕ = EXISTING TREE



# Planning Commission Staff Report



**Subject:** 49 Silver Strike Trail  
**Application:** PL-24-05925  
**Author:** Virgil Lund, Planner I  
**Date:** July 10, 2024  
**Type of Item:** Condominium Plat Amendment

## Recommendation

(I) Review the proposed First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass; (II) conduct a public hearing; and (III) consider whether there is Good Cause to grant the Applicant's request. Direct staff to draft a Final Action Letter reflecting the Planning Commission's determination and Final Action within ten business days for review at the August 14, 2024 Planning Commission meeting.

## Description

**Applicant:** Doug Berman, J\_ZEC Utah II LLC  
Applicant Representative: John Shirley

**Location:** 49 Silver Strike Trail

**Zoning District:** Residential Development, Sensitive Land Overlay

**Adjacent Land Uses:** Residential, Hotel, Recreation Open Space

**Reason for Review:** The Planning Commission reviews and takes Final Action on Condominium Plat Amendments.<sup>1</sup>

LMC	Land Management Code
MPD	Master Planned Development
PUD	Planned Unit Development
RD	Residential Development
ROS	Recreation and Open Space
UE	Unit Equivalent

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

## Summary

The Belles at Empire Pass is a Planned Unit Development (PUD) within the Flagstaff Development Agreement with ten constructed Single-Family Dwellings, and three Duplexes reflected in the Amended, Consolidated, and Restated Condominium Plat of

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<sup>1</sup> LMC [§ 15-7.1-2](#)

the Belles at Empire Pass, formerly the Silver Strike Subdivision. One unit remains vacant – Unit 3.

The Applicant proposes the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass to modify a plat note regarding Unit 3 at 49 Silver Strike Trail. The existing Plat note states:

*“The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. In addition, Unit 3 is limited to a maximum of 974 square feet of Basement Area.”*

Land Management Code (LMC) [Section 15-15-1](#) does not define *Basement Area*. The LMC defines *Basement*:

Any floor level below the First Story in a Building. Those floor levels in Buildings having only one floor level shall be classified as a Basement, unless that floor level qualifies as a First Story as defined herein. See First Story.

The LMC defines *Basement Area Below Final Grade*:

The Area located under a ceiling that is below Final Grade.

The Applicant proposes to modify plat note 3:

*“The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. In addition, Unit 3 is limited to a maximum of 974 square feet of **above grade basement area in addition to the 5,000 square feet of Gross Floor Area on the Main and Upper Floor.**”*

The Applicant proposes this plat note to construct 2,091 square feet of Basement Area Below Final Grade. On October 27, 2023, the Applicant submitted a Plat Amendment application with the Planning Department.

On January 24, 2024, the Board of the Belles at Empire Pass Homeowners Association (HOA) reviewed and approved the plans for the Plat Amendment Application (Exhibit K). On May 2, 2024, 12 of the 17 homeowners, 71% of the Belles at Empire Pass HOA voted in favor of the Plat Amendment Application (Exhibit L). On April 3, 2023, the Empire Pass Master Owners Association Design Review Board approved the proposed plans for Unit 3 (Exhibit M). On May 6, 2024, staff issued a complete application notice to the Applicant.

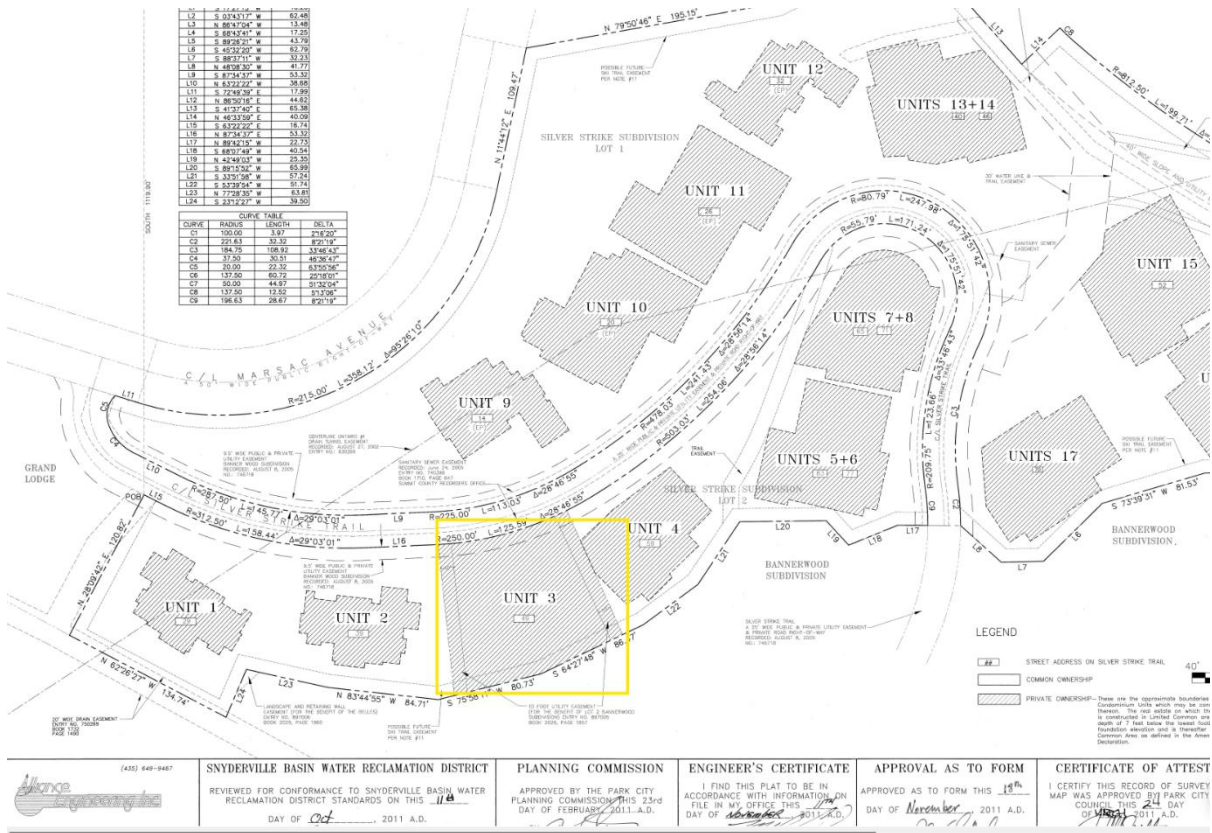


Figure 1: Existing Plat with Unit 3 Highlighted in Yellow



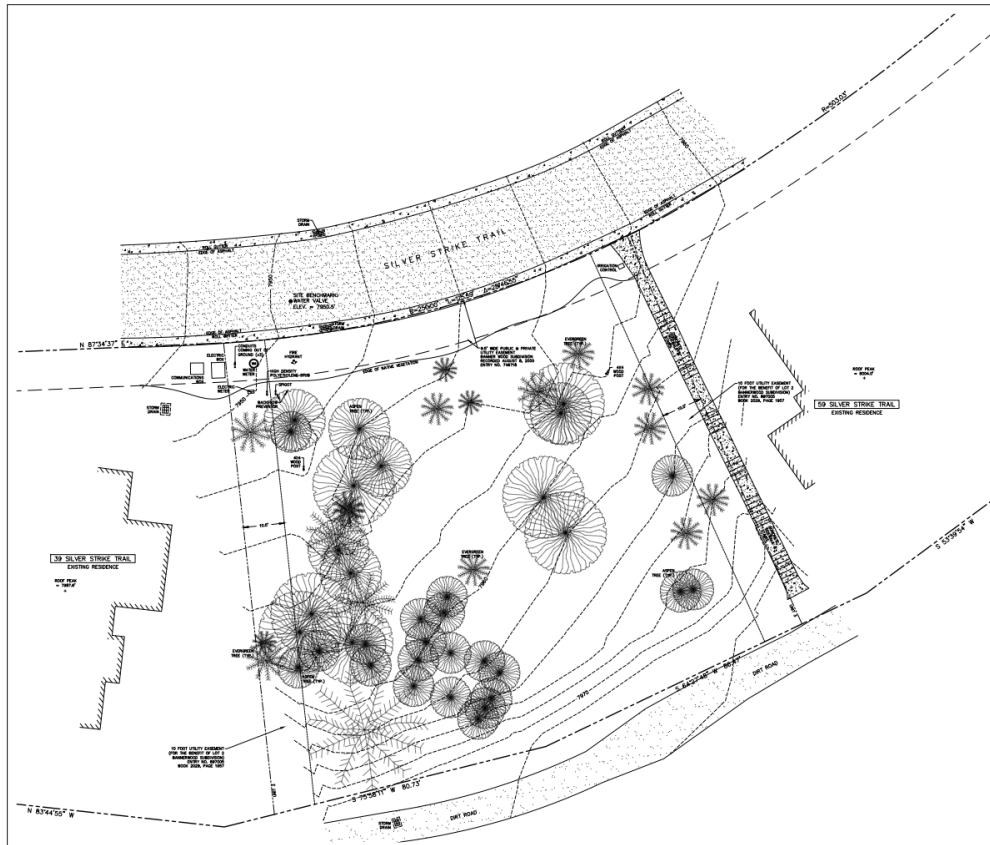


Figure 2: Existing Conditions and Topographical Survey of Unit 3



Figure 3: Front Facing Image of Unit 3





*Figure 4: Image of Neighboring Unit 4*



*Figure 5: Image of Neighboring Unit 2*





*Figure 6: Front Elevation View of Proposed Home at Unit 3*

### **Background**

On June 24, 1999, City Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and Development Agreement for the Flagstaff Mountain Annexation area. Resolution 20-99 granted the equivalent of a “large-scale” Master Planned Development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel within the Flagstaff area.

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Exhibit J), including 30 detached single-family PUD style units totaling 85.4 Unit Equivalents.

On June 16, 2006, the City Council approved the Silver Strike Subdivision (Exhibit N) which created two Lots for the future development of Condominium Units on both Lots. No density or square footage was allocated through this approval.

The Flagstaff Development Agreement was amended and recorded in March 2007. While the Village at Empire Pass MPD approved 30 PUD style units, the Amended Flagstaff Development Agreement approved an increase to 60 PUD style units for the entire Flagstaff Annexation Area. The amended Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed. The Flagstaff Annexation area was further



constrained to a maximum density of 785 Unit Equivalents (UE) configured in no more than 550 dwelling units as multifamily, hotel, or Planned Unit Development (PUD) units, provided the number of PUD units does not exceed 60. There are a total of 60 PUD style units currently platted and/or constructed within the Annexation Area. The 60 PUD units are broken down as follows: Six Larkspur East PUD units, 12 Paintbrush PUD Units, 17 Belles at Empire Pass PUD units, 17 Nakoma PUD Units, and 8 Moonshadow PUD Units.

On March 24, 2011, the City Council approved The Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass (Summit County Recorder No. 934780) and created 17 condominium units, with an approved density of 90,000 square feet or 45 Unit Equivalents for the 17 units. The 2011 Planning Commission Staff Report mentions the reduction of 18 units to 17 units: “the plat redefines the private area boundaries for the 17 units (reduced from the originally platted 18 units and reconfigured from 10 detached/ 4 duplexes (18 units total) to 11 detached/3 duplexes (17 units total))” (Exhibit F)

The plat note restricting the basement area square footage for Unit 3 was added to this consolidated plat. Original application submittal materials from the Applicant for the Amended, Consolidated, and Restated Condominium Plat from 2011 of the Belles at Empire Pass included a table showing the proposed square footages for each unit, and included the plat note for Unit 3 restricting the basement area square footage (Exhibit C). This plat note is shown on the recorded plat but is not mentioned in the Ordinance (Exhibit D). On February 23, 2011, the Planning Commission forwarded a positive recommendation to the City Council for the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass. The Planning Commission meeting minutes and Staff Report from February 23, 2011, do not mention the plat note for the basement area square footage limitation of unit 3 (Exhibits E and F). The City Council minutes and Staff Report for March 24, 2011, do not mention the plat note for the basement area square footage limitation of unit 3 (Exhibits G and H).

The table below shows the total square footage of each constructed Unit at the Belles at Empire Pass, including basement area square footage. The square footage for each Unit is shown on each supplemental plat for the Belles at Empire Pass, which memorializes the private, limited common, and common area of each Unit.

Plat note four allows 90,000 square feet in total for Belles at Empire Pass, with no square footage limitation for any individual unit:

<b>Belles at Empire Pass Constructed Units</b>	<b>UE Square Footage (Including Basement Area)</b>
<b>Unit 1 (<a href="#">First Supplemental Plat</a>)</b>	<b>6,010.8</b>
<b>Unit 2 (<a href="#">First Supplemental Plat</a>)</b>	<b>6,614.1</b>
<b>Unit 3</b>	<b>Not constructed</b>
<b>Unit 4 (<a href="#">Third Supplemental Plat</a>)</b>	<b>5,629.3</b>

Unit 5 ( <a href="#">Fourth Supplemental Plat</a> )	4,194.0
Unit 6 ( <a href="#">Fourth Supplemental Plat</a> )	3,673.5
Unit 7 ( <a href="#">Sixth Supplemental Plat</a> )	4,208.0
Unit 8 ( <a href="#">Sixth Supplemental Plat</a> )	3,673.5
Unit 9 ( <a href="#">Second Supplemental Plat</a> )	5,738.0
Unit 10 ( <a href="#">Fifth Supplemental Plat</a> )	5,754.5
Unit 11 ( <a href="#">Fifth Supplemental Plat</a> )	5,754.5
Unit 12 ( <a href="#">First Supplemental Plat</a> )	5,278.8
Unit 13 ( <a href="#">Eight Supplemental Plat</a> )	4,199.8
Unit 14 ( <a href="#">Eight Supplemental Plat</a> )	4,127.3
Unit 15 ( <a href="#">Seventh Supplemental Plat</a> )	6,626.8
Unit 16 ( <a href="#">Seventh Supplemental Plat</a> )	6,901.8
Unit 17 ( <a href="#">Sixth Supplemental Plat</a> )	5,629.3
<b>TOTAL</b>	<b>84,014.0</b>

According to plat note four on the recorded plat:

“The Flagstaff Development Agreement requires a calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage “calculated from the inside surfaces of the interior boundary wall of each unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits, and the wall enclosing such facilities. Unit Equivalents floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designation as non-habitable.” A total of 45 UE (90,000 square feet) are permitted for the units designated by this plat.”

The Applicant proposes a PUD style Unit that is 7,830 square feet. 2,091 Square Feet of the proposed PUD Style Unit is Basement Area Below Final Grade, and 550 square feet of Basement that is above Grade, but below the main level (Exhibit B). Remaining density in the Belles at Empire Pass allows for a Unit that is 5,986 square feet. The proposed Unit is 1,845 square feet larger than what Plat note number four allows.



Figure 7: Location of 49 Silver Strike Trail

### **Analysis**

**(I) Staff recommends the Planning Commission determine if there is Good Cause for the proposed Plat pursuant to LMC § 15-7.1-3(B), *Plat Amendment*, and direct Staff to draft a Final Action Letter.**

Changes to platted elements including conversion of Common Area/Limited Common Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7-1.6 and approval shall require a finding of Good Cause.

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

**(II) The Development Review Committee reviewed the proposed plat amendment on June 18, 2024.<sup>2</sup>**

<sup>2</sup> The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).



### **Department Review**

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

### **Notice**

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on June 26, 2024. Staff mailed courtesy notice to property owners within 300 feet on June 26, 2024. The *Park Record* published notice on June 26, 2024.<sup>3</sup>

### **Public Input**

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

### **Alternatives**

- The Planning Commission may approve the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass;
- The Planning Commission may deny the First Amendment to the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass 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: Belles at Empire Pass Amended, Consolidated, and Restated Plat

Exhibit B: Proposed Building Plans for Unit 3

Exhibit C: Original Consolidated Plat Application Submittal Materials

Exhibit D: Ordinance 11-09, Approving the Belles at Empire Pass Consolidated Plat

Exhibit E: February 23, 2011, Planning Commission Minutes

Exhibit F: February 23, 2011, Planning Commission Staff Report

Exhibit G: March 24, 2011, City Council Staff Report

Exhibit H: March 24, 2011, City Council Minutes

Exhibit I: Amended Flagstaff Development Agreement

Exhibit J: Village at Empire Pass MPD Staff Report and Density Limitations Table

Exhibit K: Belles at Empire Pass HOA Approval Letter

Exhibit L: Belles at Empire Pass HOA Vote

Exhibit M: Empire Pass Master Owners Association Design Review Board Approval

Exhibit N: Ordinance 11-10, Approving the First Supplemental Belles at Empire Pass Plat

Exhibit O: Silver Strike Subdivision Plat

Exhibit P: Applicant's Presentation Materials

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<sup>3</sup> LMC [§ 15-1-21](#)

OWNER’S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the described tract of land, and hereby causes this condominium plat amendment to be prepared and to be hereafter known as FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF THE BELLES AT EMPIRE PASS.

In witness whereof, the undersigned has executed this certificate and dedication this \_\_\_\_ day of \_\_\_\_\_, 2024.

J–ZEC UTAH III, LLC, a Florida limited liability company

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

ACKNOWLEDGMENT

State of \_\_\_\_\_)  
: ss.  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_ personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of J–ZEC UTAH III, LLC, a Florida limited liability company and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF THE BELLES AT EMPIRE PASS.

By: \_\_\_\_\_  
A Notary Public commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of The Belles at Empire Pass Homeowners Association, Inc., a Utah non-profit corporation, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consents to the recording of this Condominium Plat Amendment.

\_\_\_\_\_, President  
The Belles at Empire Pass Homeowners Association, Inc., a Utah non-profit corporation

ACKNOWLEDGMENT

State of \_\_\_\_\_)  
: ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, \_\_\_\_\_ personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that he is the president of The Belles at Empire Pass Homeowners Association, Inc., a Utah non-profit corporation, and that he signed the above Consent to Record for, on, and in behalf of all of the unit owners at The Belles at Empire Pass acting as a group (under the name of The Belles at Empire Pass Homeowners Association, Inc., a Utah non-profit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57–1–1 et seq. (1963) as amended and supplemented, and the Declaration of Covenants, Conditions, and Restrictions for The Belles at Empire Pass Homeowners Association, Inc., a Utah non-profit corporation.

\_\_\_\_\_  
A Notary Public Commissioned in \_\_\_\_\_

Printed Name \_\_\_\_\_

Residing in: \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_



SURVEYOR’S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 4857264 in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act. I do further certify that by authority of the owners, I have prepared this condominium plat of the property described hereon, hereafter to be known as FIRST AMENDMENT TO THE AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF THE BELLES AT EMPIRE PASS.

LEGAL DESCRIPTION

UNIT NO. 3, contained within THE BELLES AT EMPIRE PASS CONDOMINIUM (formerly known as Christopher Homes at Empire Pass), a Utah condominium project as the same is identified in the record of survey map recorded on November 28, 2011 in Summit County, as Entry No. 934780, in Book 2105, at Page 960 of Plats (as said record of survey map may have heretofore been amended or supplemented) and in the declaration recorded on November 28, 2011 in Summit County, as Entry No. 934781 in Book 2105 at Page 961 (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.

Together with the following easement:

Together with a right of way and easement for public and private utilities and a private road over the Silver Strike Trail as delineated on the official plat of Banner Wood Subdivision as recorded August 12, 2005 as Entry No. 746718 in the records of the Summit County Recorder.

NOTE 3 OF THE BELLES AT EMPIRE PASS CONDOMINIUMS, RECORDED NOVEMBER 28, 2011 AS ENTRY NO. 934780, SHALL BE AMENDED AS FOLLOWS:

The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. In addition, Unit 3 is limited to a maximum of 974 square feet of above grade basement area in addition to the 5,000 square feet of Gross Floor Area on the Main and Upper Floor.

FIRST AMENDMENT  
TO THE AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF  
**THE BELLES AT EMPIRE PASS**  
A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 1

12/22/23 JOB NO.: 11–11–23 FILE: X:\Empire\dwg\srv\plat2023\111123.dwg



SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_

PLANNING COMMISSION

RECOMMENDED BY THE PARK CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_  
CHAIR

ENGINEER’S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_  
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT WAS APPROVED BY PARK CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_  
PARK CITY RECORDER

PUBLIC SAFETY  
ANSWERING POINT APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

BY \_\_\_\_\_  
SUMMIT COUNTY GIS COORDINATOR

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF \_\_\_\_\_

\_\_\_\_\_ FEE \_\_\_\_\_ RECORDER

TIME \_\_\_\_\_ DATE \_\_\_\_\_ ENTRY NO. \_\_\_\_\_



## NOTES

1. This Record of Survey map of The Belles At Empire Pass, supersedes, amends, replaces, and consolidates the following:

Christopher Home at Empire Pass, Phase I, Recorded 10-3-2007, as Entry No. 827065  
Christopher Homes at Empire Pass, Phase II, Recorded 2-20-2008, as Entry No. 838083  
Christopher Homes at Empire Pass, Phase III, Recorded 12-1-2008, as Entry No. 860202  
Christopher Homes at Empire Pass, Phase IV, Recorded 11-19-2008, as Entry No. 859543

2. A Declaration of Condominium for The Belles At Empire Pass (originally Christopher Homes at Empire Pass) was recorded on October 3, 2007 as Entry Number 827066 in Book 1892 at Page 819 in the Office of the Summit County Recorder, as amended by (i) that First Amendment to Declaration of Condominium for Christopher Homes At Empire Pass, recorded February 20, 2008 as Entry Number 859546 in Book 1957 at Page 396 in the Office of the Summit County Recorder, State of Utah, (ii) that Second Amendment to Declaration of Condominium for Christopher Homes At Empire Pass recorded December 1, 2008 as Entry Number 860203 in Book 1958 at Page 1079 in the Office of the Summit County Recorder, State of Utah, and (iii) that Third Amendment to Declaration of Condominium for Christopher Homes At Empire Pass recorded November 19, 2008 as Entry Number 859546 in Book 1957 at Page 396 in the Office of the Summit County Recorder, State of Utah (collectively referred to herein as the "Original Declaration and the First Amended and Restated Declaration of Condominium for The Belles at Empire Pass thereto is being recorded concurrently herewith (collectively the "Amended Declaration") in accordance with the Utah Condominium Act. All development within The Belles Homes At Empire Pass Condominium Project is subject to said Amended Declaration. The boundary lines of each Unit shown hereon are the approximate boundaries of the to be constructed Units as set forth on this Plat. After each Unit has been constructed ("Completed Unit") the boundary of that Unit shall automatically be amended to the actual dimensions constructed as the Condominium Unit and shall include the complete interior and exterior of the Completed Unit for all Detached Units and shall include only the interior of the Units for all Town Home Units. The detailed definitions of these terms are more fully set forth in the Amended Declaration. Subject to Park City ordinances in place at the time and unless otherwise approved by the City Attorney and City Engineer, the Owner will be required to amend this Plat by recording a Supplemental Plat as defined by the Amended Declaration after construction is complete to reflect the as-built boundaries of the Completed Units, Common Areas and Limited Common Areas.

3. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. In addition, Unit 3 is limited to a maximum of 974 square feet of Basement Area.

4. The Flagstaff Development Agreement requires a calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits, and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designation as non-habitable. A total of 45 UE (90,000 square feet) are permitted for the units designated by this plat.

5. A Limited Common Area includes 10' on all sides of the Completed Unit ("Buffer Area") and also includes the patio and driveway for that Unit and 7' space below the boundary of the Unit for the purpose of providing unit owners with added privacy and the exclusive right to use and occupy such land surrounding their respective Unit. All other lands within the described property shall be Common Area. The use of all Common and Limited Common areas is described in more detail in the Amended Declaration but shall include pedestrian and ski trails.

6. All Common Area is dedicated as a non-exclusive easement to Park City Municipal Corporation, Snyderville Basin Water Reclamation District (SBWRD), the Park City Fire Protection District, Summit County and The Belles at Empire Pass Homeowners for the purpose of providing access for utility and drainage installation, use, and maintenance and eventual replacement.

7. All Units are served by private wastewater lateral lines. The Empire Pass Master Homeowners Association, Inc. (the "Master Association") shall be responsible for the maintenance and replacement of all sanitary sewer laterals serving The Belles At Empire Pass Units within the plat. The cost of such maintenance and replacement shall be paid by The Belles At Empire Pass Owners Association, Inc., as part of the Common Expenses.

8. Lots designated as Ejector Pump (EP) lots may require privately owned wastewater ejector pumps.

9. At the time of any resurfacing of Silver Strike Trail, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards.

10. Access to the units is by private roads and is not warranted by Park City.

11. All conditions of approval of The Village at Empire Pass Master Development Plan and the Silver Strike Subdivision plat shall continue to apply.

12. A fire protection plan specifying the use of modified 130 sprinklers is required for review by the Park City Building Department prior to issuance of any permit.

13. Under certain limited circumstances as set forth in the Amended Declaration this Plat may be amended by the recording of Supplemental Plats without the consent of 67% of the Unit Owners.

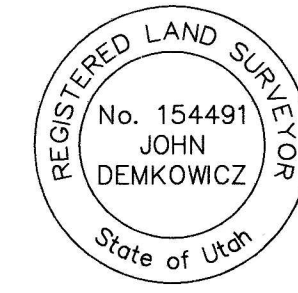
14. The recording of Supplemental Plats for Constructed Units shall be the responsibility of the original Declarant, or the Owner thereof, as is more fully set forth in the original Declaration and in the Amended Declaration.

15. Construction of units shall comply with all setback, heights and International Building Code (IBC) separation requirements.

16. Prior to issuance of a final occupancy permit, the Supplemental Plat for that Unit shall be approved by Park City Council and recorded with the Summit County Recorder.

17. All conditions of the Flagstaff Mountain Development Agreement and Annexation Agreement continue to apply.

18. This condominium plat is subject to all conditions of approval of Ordinance 11-10.



## SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby 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 I have caused to be made under my direction and by the authority of the owner(s), this Amended and Restated Condominium Plat of the BELLES AT EMPIRE PASS CONDOMINIUMS, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

JOHN DEMKOWICZ, L.S. #154491

July 28, 2011  
DATE

## BOUNDARY DESCRIPTIONS

(Parcel 1)

Units 1, 2, 3 and 4, Christopher Homes at Empire Pass Condominiums, Phase 1, a Utah Expandable Condominium project, together with an undivided interest in the common areas and facilities as described in the official plat recorded OCTOBER 3, 2007 as Entry No. 827065 and the Declaration of Condominium recorded OCTOBER 3, 2007 as Entry No. 827066 in Book 1892 at Page 819, SUMMIT County Recorder's Office.

(Parcel 2)

Units 9, 10, 11 and 12, Christopher Homes at Empire Pass Condominiums, Phase 2, a Utah Expandable Condominium project, together with an undivided interest in the common areas and facilities as described in the official plat recorded FEBRUARY 20, 2008 as Entry No. 838083, Declaration of Condominium recorded OCTOBER 3, 2007 as Entry No. 827066 in Book 1892 at Page 819 and First Amendment to the Declaration of Condominium recorded FEBRUARY 20, 2008 as Entry No. 838084 in Book 1915 at Page 1364, SUMMIT County Recorder's Office.

(Parcel 3)

Units 15 and 16, Christopher Homes at Empire Pass Condominiums, Phase 3, a Utah Expandable Condominium project, together with an undivided interest in the common areas and facilities as described in the official plat recorded DECEMBER 1, 2008 as Entry No. 860202, Declaration of Condominium recorded OCTOBER 3, 2007 as Entry No. 827066 in Book 1892 at Page 819, First Amendment to the Declaration of Condominium recorded FEBRUARY 20, 2008 as Entry No. 838084 in Book 1915 at Page 1364, Second Amendment to the Declaration of Condominium recorded DECEMBER 1, 2008 as Entry No. 860203 in Book 1958 at Page 1079 and Third Amendment to the Declaration of Condominium recorded NOVEMBER 19, 2008 as Entry No. 859546 in Book 1957 at Page 386 SUMMIT County Recorder's Office.

(Parcel 4)

Units 5, 6, 7, 8, 13, 14, 17 and 18, Christopher Homes at Empire Pass Condominiums, Phase IV, a Utah Expandable Condominium project, together with an undivided interest in the common areas and facilities as described in the official plat recorded DECEMBER 1, 2008 as Entry No. 860202, Declaration of Condominium recorded OCTOBER 3, 2007 as Entry No. 827066 in Book 1892 at Page 819, First Amendment to the Declaration of Condominium recorded FEBRUARY 20, 2008 as Entry No. 838084 in Book 1915 at Page 1364, Second Amendment to the Declaration of Condominium recorded DECEMBER 1, 2008 as Entry No. 860203 in Book 1958 at Page 1079 and Third Amendment to the Declaration of Condominium recorded NOVEMBER 19, 2008 as Entry No. 859546 in Book 1957 at Page 386 SUMMIT County Recorder's Office.

(Easement 1)

Parcels 1, 2, 3 and 4 are together with the following Easement:

Together with a right of way and easement for public and private utilities and a private road over the Silver Strike Trail as delineated on the official plat of Banner Wood Subdivision as recorded August 12, 2005 as Entry No. 746718 in the records of the Summit County Recorder.

The above descriptions are identical with the property contained in Lots 1 and 2, Silver Strike Subdivision, recorded 12-1-2006, Entry # 798134.

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, the undersigned President of The Belles at Empire Pass Homeowners Association, Inc., and as owner of the Common Areas described herein does hereby certify that it has caused this survey to be made and this Condominium Plat of The Belles at Empire Pass to be prepared and hereby consents to the recording of this First Amended Condominium Plat and submit to the Utah Condominium Ownership Act. As President, he also certifies that more than 67% of the Owners of the Units have approved this First Amended Condominium Plat.

Mark H. Prothro, President  
The Belles at Empire Pass Homeowners Association, Inc.

28 July 2011  
Date

## ACKNOWLEDGMENT

State of Utah  
County of Summit

This instrument was acknowledged before me this 28th day of July, 2011.

by Mark H. Prothro, President, The Belles at Empire Pass Homeowners Association, Inc.

Notary Public  
Tori Ekstrom

Printed Name

Residing in: Summit County

My commission expires: April 10, 2012

AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF

## THE BELLES AT EMPIRE PASS

(FORMERLY KNOWN AS CHRISTOPHER HOMES AT EMPIRE PASS)

A UTAH CONDOMINIUM PROJECT

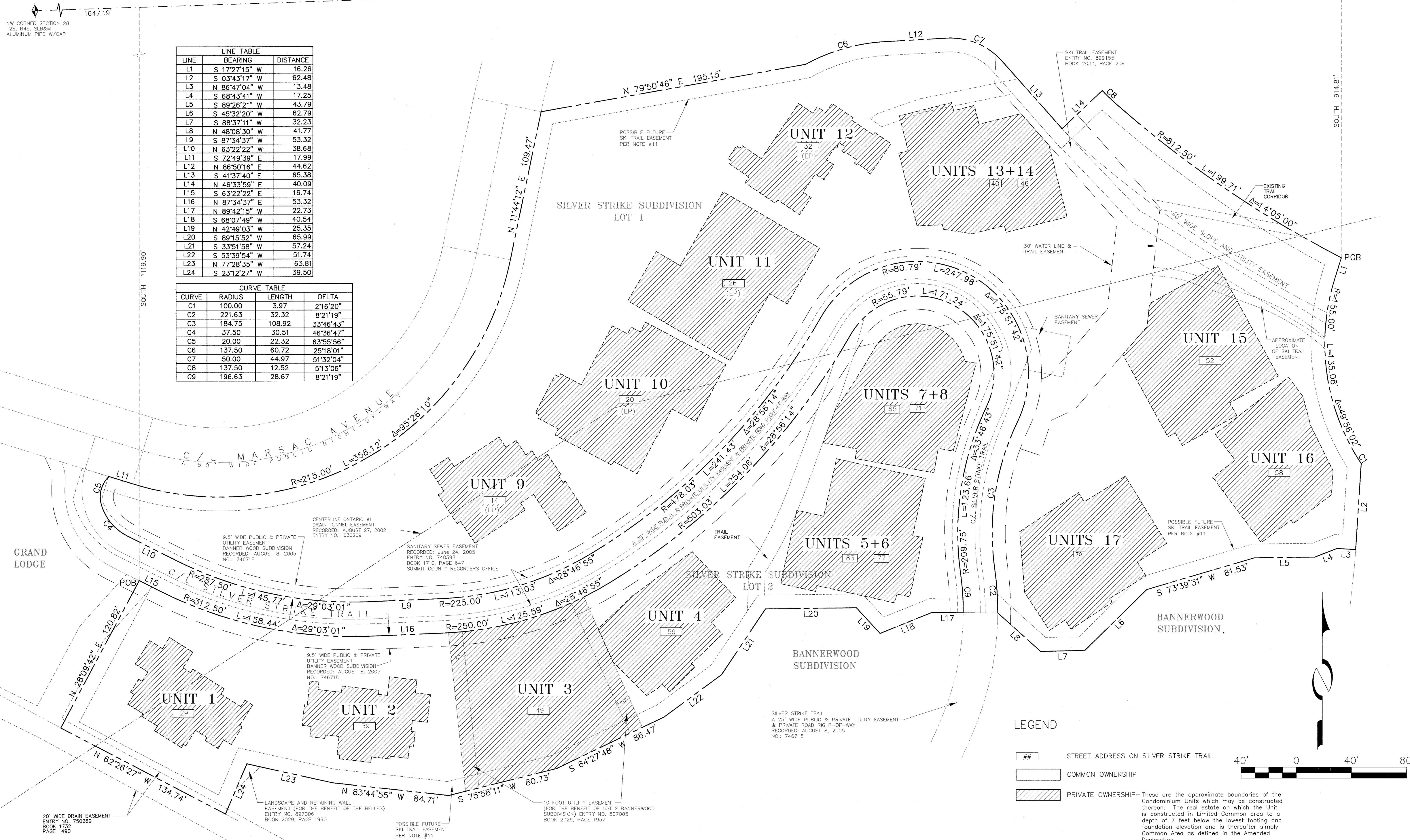
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

JOB NO.: 6-6-10 FILE: X:\Empire\dwg\SilverStrikeSub\Plat\Belles\Belles plat-2.dwg

RECORDED # 934780

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF COALITION TITLE  
DATE 11/28/11 TIME 1:44 PM BOOK 934780 PAGE 2

FEE 677.00  
RECORDER Rhonda Francis Deputy



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 11/4  
DAY OF Oct, 2011 A.D.  
BY B.D.  
S.B.W.R.D.

PLANNING COMMISSION  
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd DAY OF FEBRUARY 2011 A.D.  
BY C.H.  
CHAIRMAN

ENGINEER'S CERTIFICATE  
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 11/27 DAY OF November, 2011 A.D.  
BY [Signature]  
PARK CITY ENGINEER

APPROVAL AS TO FORM  
APPROVED AS TO FORM THIS 19th DAY OF November, 2011 A.D.  
BY [Signature]  
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST  
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 24 DAY OF MARCH, 2011 A.D.  
BY [Signature]  
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE  
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 24th DAY OF MARCH, 2011 A.D.  
BY [Signature]  
MAYOR

PAGE 1 OF 2



## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, WICHITA, LP, A UTAH LIMITED PARTNERSHIP, the owner of Units 4,5,6,7,8,9,10,11,13,14,15,16,17, and 18, hereby certifies that it has caused this survey to be made and this Condominium Plat of The Belles at Empire Pass to be prepared, and does hereby consent to the recordation of this Amended and Restated Condominium Plat and submit to the Utah Condominium Ownership Act.

The owner certifies that Units the units shown on this plat, but not under construction at the time the plat was recorded, will, when completed, be in conformance with the approved Master Planned Development, Declarations of Condominiums, and the Land Management Code of Park City Municipal Corporation.

In witness whereof the undersigned has executed this certificate and dedication this 28 day of December, 2010.

Wichita, LP  
A Utah Limited Partnership  
By BelleArbor, Inc.  
Its Managing General Partner

By: Mark H. Prothro  
Mark H. Prothro  
President

## ACKNOWLEDGMENT

State of Utah  
County of Summit

This instrument was acknowledged before me this 28th day of December, 2010,  
by Mark Prothro, the president of WICHITA LP, a Utah Limited Partnership.

Teri Ekstrom  
Notary Public  
Printed Name

Residing in: Summit County  
My commission expires: 4/10/2012

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, STEVEN H. LEVINE and CYNTHIA SILVAGNI LEVINE, CO-TRUSTEES of the STEVEN AND CYNTHIA LEVINE LIVING TRUST dated April 16, 1997, the owner of Unit 1, hereby certifies that they have caused this survey to be made and this Amended and Restated Condominium Plat of The Belles at Empire Pass to be prepared, and does hereby consent to the recordation of this Condominium Plat and submit to the Utah Condominium Ownership Act.

In witness whereof the undersigned has executed this certificate and dedication this 28th day of December, 2010.

Steven H. Levine  
Steven H. Levine  
Co-Trustee of the Steven and Cynthia  
Levine Living Trust dated April 16, 1997

Cynthia Silvagni Levine  
Cynthia Silvagni Levine  
Co-Trustee of the Steven and Cynthia  
Levine Living Trust dated April 16, 1997

## ACKNOWLEDGMENT

State of Utah  
County of Summit

This instrument was acknowledged before me this 28th day of December, 2010.

by Steven H. Levine and Cynthia Silvagni Levine co-trustees of the STEVEN AND CYNTHIA LEVINE LIVING TRUST dated April 16, 1997.

Teri Ekstrom  
Notary Public  
Printed Name

Residing in: Summit County  
My commission expires: 4/10/2012

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, VAN D. GREENFIELD AND AMY GREENFIELD, HUSBAND AND WIFE AS JOINT TENANTS, the owners of Unit 2, hereby certifies that they have caused this survey to be made and this Amended and Restated Condominium Plat of The Belles at Empire Pass to be prepared, and does hereby consent to the recordation of this Condominium Plat and submit to the Utah Condominium Ownership Act.

In witness whereof the undersigned has executed this certificate and dedication this 28 day of JANUARY, 2010.

Van D. Greenfield  
Van D. Greenfield  
Joint Tenant

Amy Greenfield  
Amy Greenfield  
Joint Tenant

## ACKNOWLEDGMENT

State of New York  
County of Suffolk

This instrument was acknowledged before me this 28 day of JANUARY, 2010.

by Van D. Greenfield and Amy Greenfield, Joint Tenants.

Teri Ekstrom  
Notary Public  
Printed Name

Residing in: 60 Main St. Southampton, NY  
My commission expires: 3/7/11

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, JAY FLATLEY, TRUSTEE OF THE FLATLEY FAMILY TRUST, dated July 18, 2001, the owners of Unit 3, hereby certifies that they have caused this survey to be made and this Condominium Plat of The Belles at Empire Pass to be prepared, and does hereby consent to the recordation of this Amended and Restated Condominium Plat and submit to the Utah Condominium Ownership Act.

The owner certifies that Units the units shown on this plat, but not under construction at the time the plat was recorded, will, when completed, be in conformance with the approved Master Planned Development, Declarations of Condominiums, and the Land Management Code of Park City Municipal Corporation.

In witness whereof the undersigned has executed this certificate and dedication this 6th day of JANUARY, 2010.

Jay Flatley  
Jay Flatley  
Trustee of the Flatley Family Trust

## ACKNOWLEDGMENT

State of CALIFORNIA  
County of SAN DIEGO

This instrument was acknowledged before me this 6th day of JANUARY, 2010.

by Jay Flatley, Trustee of the Flatley Family Trust dated July 18, 2001.

J. FISHER  
Notary Public  
Printed Name

Residing in: SAN DIEGO COUNTY  
My commission expires: 4/16/2014

## OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, GREGORY D. GOVEN and JANE A. GOVEN, AS TRUSTEES OF THE GOVEN REVOCABLE FAMILY TRUST DATED MAY 4TH, 2006, the owners of Unit 12, hereby certifies that they have caused this survey to be made and this Condominium Plat of The Belles at Empire Pass to be prepared, and does hereby consent to the recordation of this Amended and Restated Condominium Plat and submit to the Utah Condominium Ownership Act.

In witness whereof the undersigned has executed this certificate and dedication this 28th day of December, 2010.

Gregory D. Goven  
Gregory D. Goven  
Trustees of the Goven Revocable Family Trust  
dated May 4th, 2006

Jane A. Goven  
Jane A. Goven  
Trustees of the Goven Revocable Family Trust  
dated May 4th, 2006

## ACKNOWLEDGMENT

State of Utah  
County of Summit

This instrument was acknowledged before me this 28th day of December, 2010.

by Gregory D. Goven and Jane A. Goven, Trustees of the Goven Revocable Family Trust.

Teri Ekstrom  
Notary Public  
Printed Name

Residing in: Summit County  
My commission expires: 4/10/2012

## ACKNOWLEDGMENT

State of Utah  
County of Summit

This instrument was acknowledged before me this 28th day of December, 2010.

by Van D. Greenfield.

Teri Ekstrom  
Notary Public  
Printed Name

Residing in: Summit County  
My commission expires: April 10, 2012

## THE BELLES AT EMPIRE PASS

LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



12/13/10 JOB NO.: 6-6-10 FILE: X:\Empire\dwg\SSS\plat\Belles\ Belles plat-2.dwg

RECORDED 4934780

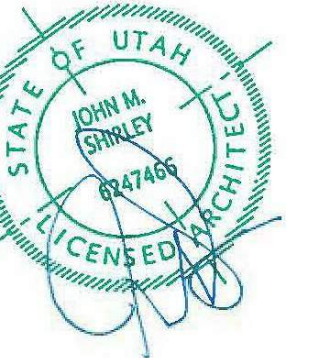
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
AT THE REQUEST OF NOTATION TITLE  
DATE 11/28/10 TIME 1:47PM BOOK --- PAGE ---

FEE 67.00 RECORDER Rhonda Francis Deputy





drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.



BERMAN RESIDENCE

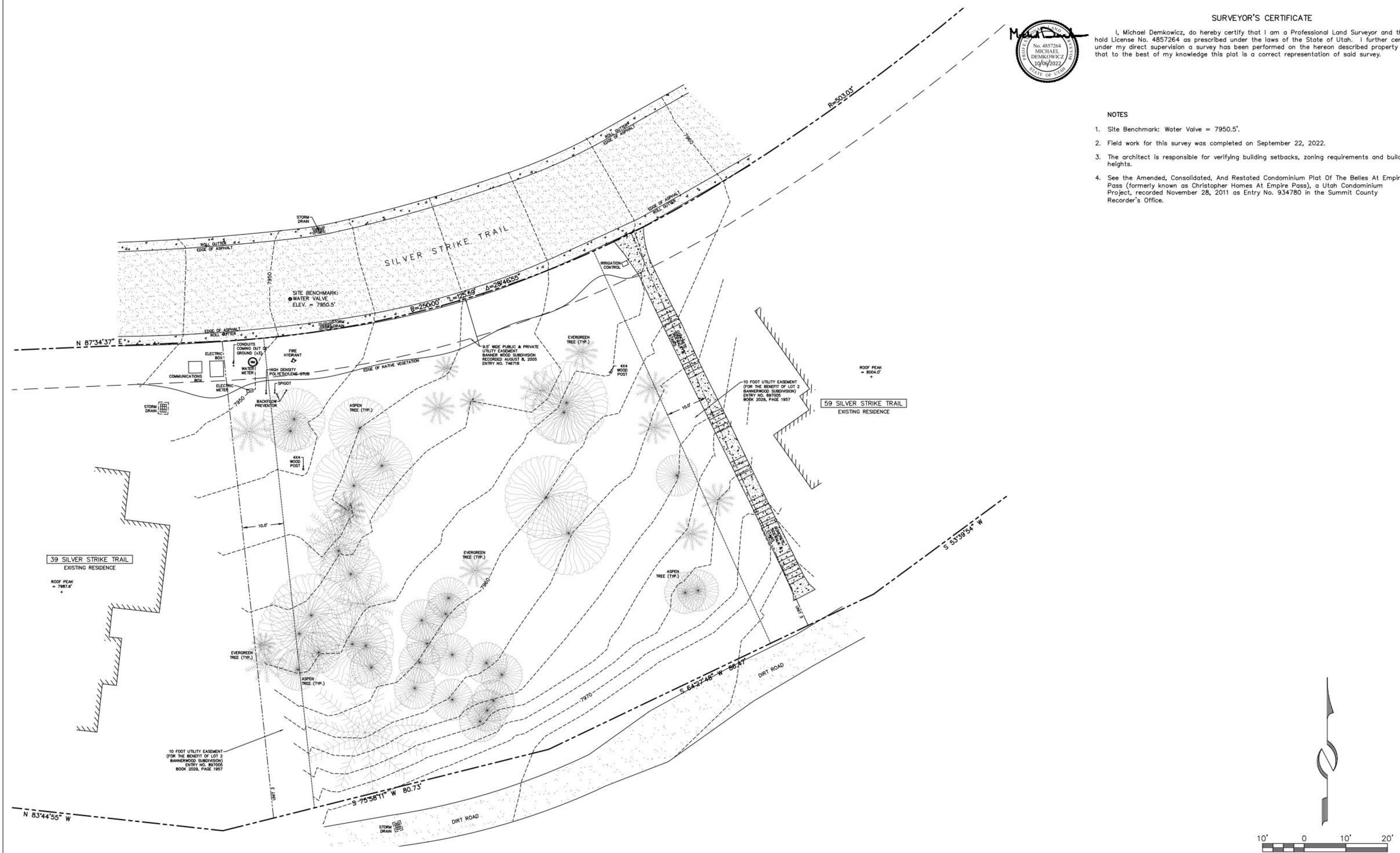
PROJECT NO. 22-109  
DATE: 2023.05.22  
REVISIONS:


DRAWING STATUS

SHEET TITLE:  
SITE SURVEY

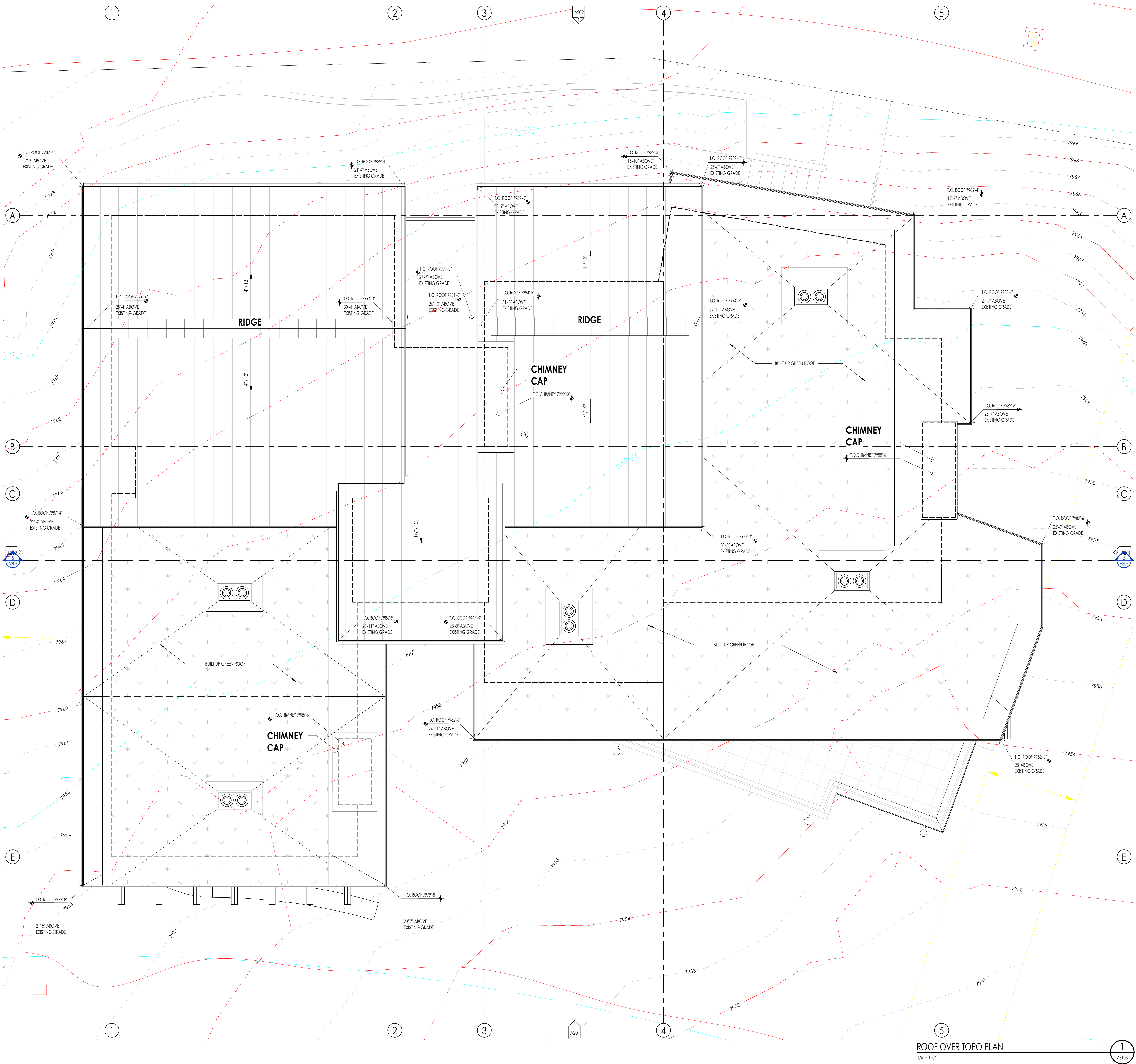
SHEET NUMBER:  
AS100

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 <p>CONSULTING ENGINEERS LAND PLANNERS SURVEYORS</p> <p>323 Main Street, P.O. Box 2664, Park City, Utah 84060-2664</p>	<p>(435) 649-9467</p>	<p>STAFF:</p> <p>BRAYLON ROSE</p> <p>CHIP TOMSDEN</p> <p>TYLER LEPORE</p> <p>THOMAS VAUGHN</p>	<p>EXISTING CONDITIONS &amp; TOPOGRAPHIC MAP</p> <p>THE BELLES AT EMPIRE PASS</p> <p>49 SILVER STRIKE TRAIL</p>	<p>SHEET</p> <p>1</p>
	<p>DATE: 10/6/22</p>	<p>FOR: THINK ARCHITECTURE</p> <p>JOB NO.: 9-9-22</p> <p>FILE: X:\Empire\dwg\srv\topo2022\090922.dwg</p>	<p>OF</p> <p>1</p>	





SITE PLAN LEGEND	
HATCH PATTERN	DESCRIPTION
	EXISTING MAJOR TOPOGRAPHIC CONTOUR (USGS)
	EXISTING TOPOGRAPHIC CONTOUR (USGS)
	PROPOSED TOPOGRAPHIC CONTOUR (USGS)

SITE PLAN SYMBOLS LEGEND	
	TOP OF ROOF ELEVATION USGS
	ELEVATION ABOVE EXISTING GRADE

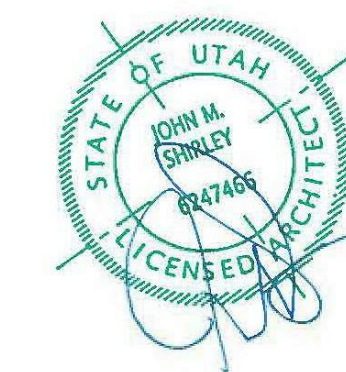
SITE PLAN GENERAL NOTES	
1.	ALL CONSTRUCTION TO BE DONE ACCORDING TO TOWN STANDARDS AND SPECIFICATIONS.
2.	CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3.	CONTRACTOR TO VERIFY PROPER DRAINAGE AWAY FROM HOUSE.
4.	PROVIDE DRAINAGE SWALE FROM HIGH TO LOW SIDE OF HOUSE.
5.	ZONING: RD
6.	CONTRACTOR TO VERIFY EXISTING GRADES/TOPOGRAPHY PRIOR TO EXCAVATION AND/OR CONSTRUCTION. VERIFY DRIVEWAY DOES NOT EXCEED 1.5% GRADE.
7.	EXISTING TOPOGRAPHY SHOWN IS BASED ON ROAD DESIGN GRADES & SITE OBSERVATIONS. CONTRACTOR/OWNER TO VERIFY.
8.	HIGHT LIMIT OF 28'-0" OVER EXISTING GRADE. 5'-0" ALLOWANCE FOR CHIMNEYS AND MECHANICAL.

SITE PLAN KEYNOTES	
DATUM:	
LEVEL 0: 88'-0" = 7955' USGS	
LEVEL 1: 100'-0" = 7967' USGS	
LEVEL 2: 112'-0" = 7979' USGS	



Architecture  
Interior Design  
Landscape Architecture  
Land Planning  
Construction Management  
7927 So. Highpoint Parkway, Suite 300  
Sandwich, Utah 84094  
ph. 801.269.0055  
fax 801.269.1425  
www.thinkaec.com

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BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

PROJECT NO. 22-109  
DATE: 2023.05.22  
REVISIONS:

DRAWING STATUS  
SHEET TITLE:  
ROOF OVER TOPO  
PLAN  
SHEET NUMBER:  
AS103  
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ADJUSTED VIEW FROM STUDY



NORTH/ WEST VIEW FROM MAIN LEVEL



NORTH VIEW FROM MAIN LEVEL



NORTH/ EAST VIEW FROM MAIN LEVEL



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# BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

SITE VIEWS WINTER

D002

2023.05.22





PANORAMIC IMAGE - NORTH WEST CORNER



PANORAMIC IMAGE - NORTH EAST CORNER





PANORAMIC IMAGE - SOUTH WEST CORNER



PANORAMIC IMAGE - SOUTH EAST CORNER





# BERMAN RESIDENCE

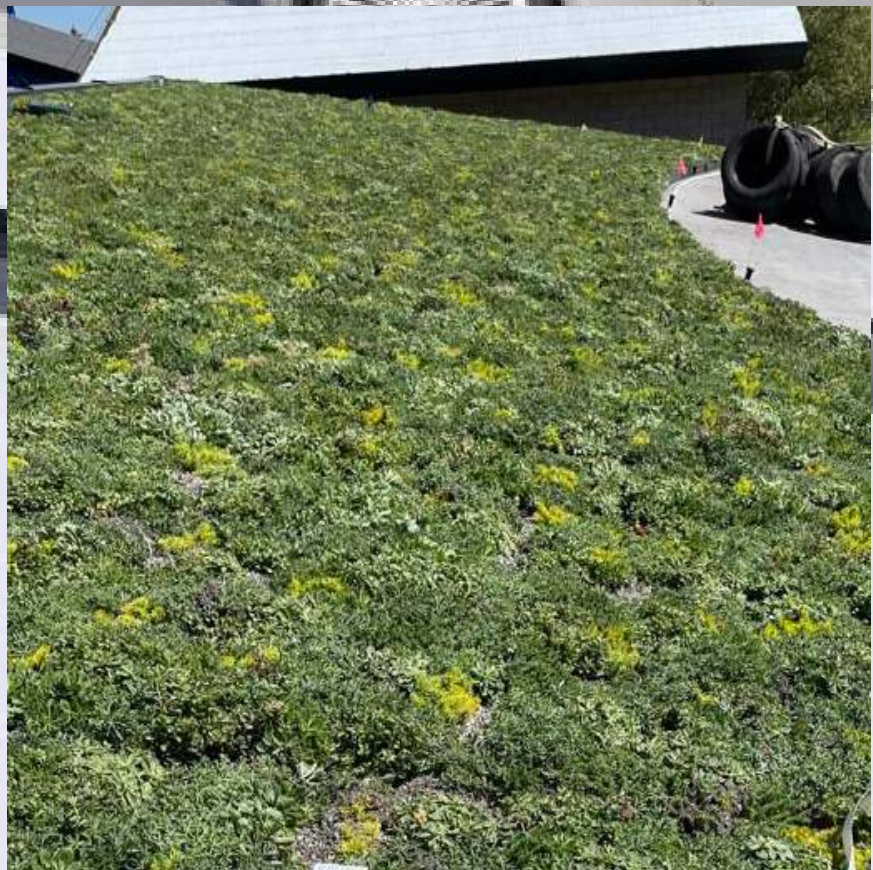
49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

AERIAL OVERLAY

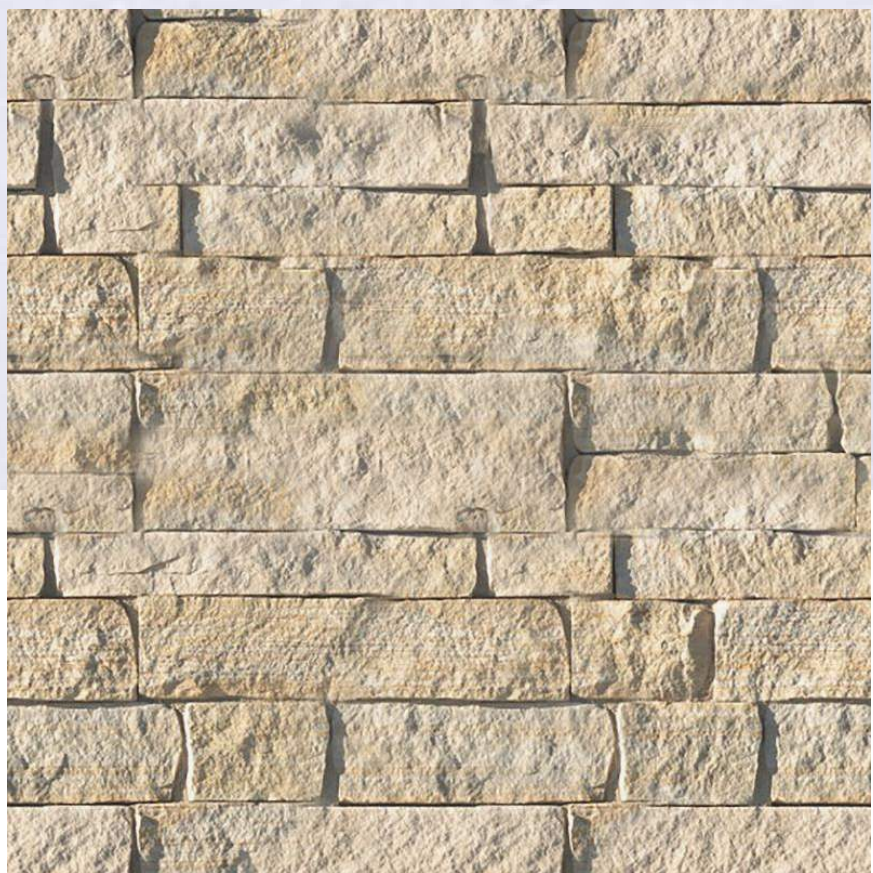
D005

2023.05.22





**GREEN ROOFS:**  
TRAY SYSTEM LOW GROWTH SEDUM PLANTING WITH DRIP IRRIGATION



**FULL BED MASONRY:**  
LOCAL MOUNTAIN VALLEY SANDSTONE, CUT STONE  
TIGHT JOINT, SLUSHED MORTAR

**CHIMNEY CAP:**  
STEEL BANDS  
DARK BRONZE PAINT

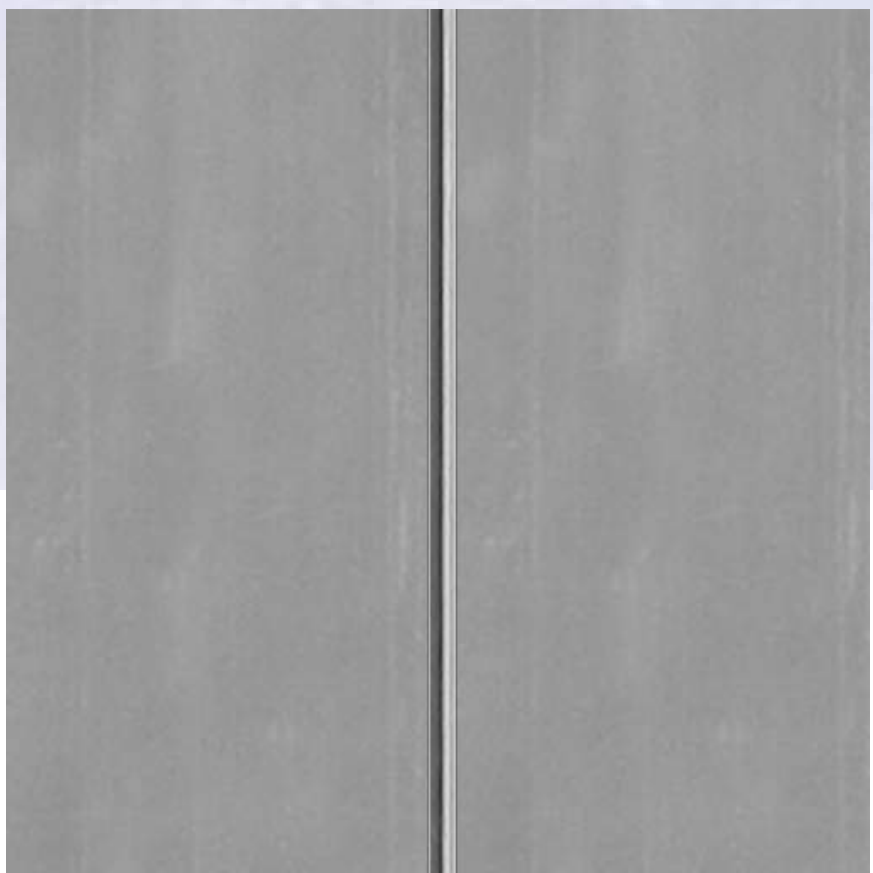


**VERTICAL WOOD SIDING:**  
VERTICAL ROUGH SAWN/ OR RECLAIMED NATURAL WEATHERED GRAY

**GAURDRAIL:**  
POWDER COATED STEEL RAIL  
DARK BRONZE PAINT



**GARAGE DOOR FINISH:**  
FROSTED GLASS WINDOWS  
VERTICAL ROUGH SAWN/ OR RECLAIMED NATURAL WEATHERED GRAY



**METAL ROOFING AND SIDING:**  
STANDING SEAM METAL ROOF  
BONDERIZED METAL



**WINDOWS:**  
SIERRA PACIFIC:  
EL CAJON SILVER 068



**TIMBERS/ RAFTERS:**  
DOUGLAS FIR UNLESS NOTED OTHERWISE:  
STAIN TO MATCH THE HORIZONTAL SIDING



**STAINED CONCRETE:**  
LIGHT EXPOSED AGGREGATE  
COLOR: DAVIS COLOR, PEBBLE 641



The designs shown and described herein including all technical drawings, graphic representation & models thereof, are the copyrighted work of Think Architecture, Inc. and cannot be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from THINK Architecture, Inc.

# BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

MATERIAL BOARD

D200

2023.05.22





## BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

EXTERIOR VIEWS

D301

2023.05.22





## BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

EXTERIOR VIEWS

D302

2023.05.22





BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

EXTERIOR VIEWS

D303

2023.05.22





## BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

EXTERIOR VIEWS

D304

2023.05.22





ENTRY HALL



DINING



TOP FLOOR STAIR



STUDY





PRIMARY BED



PRIMARY BATH

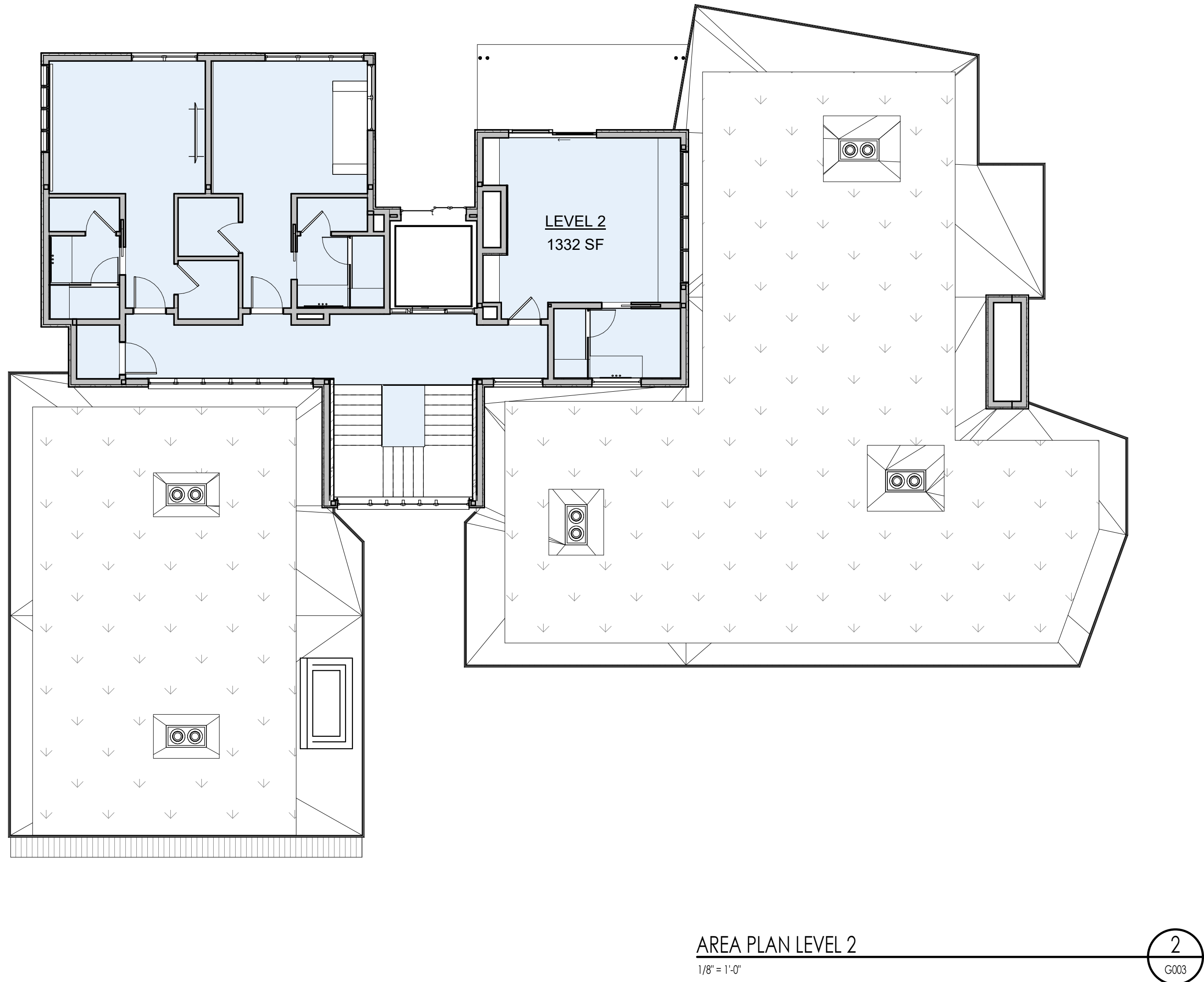
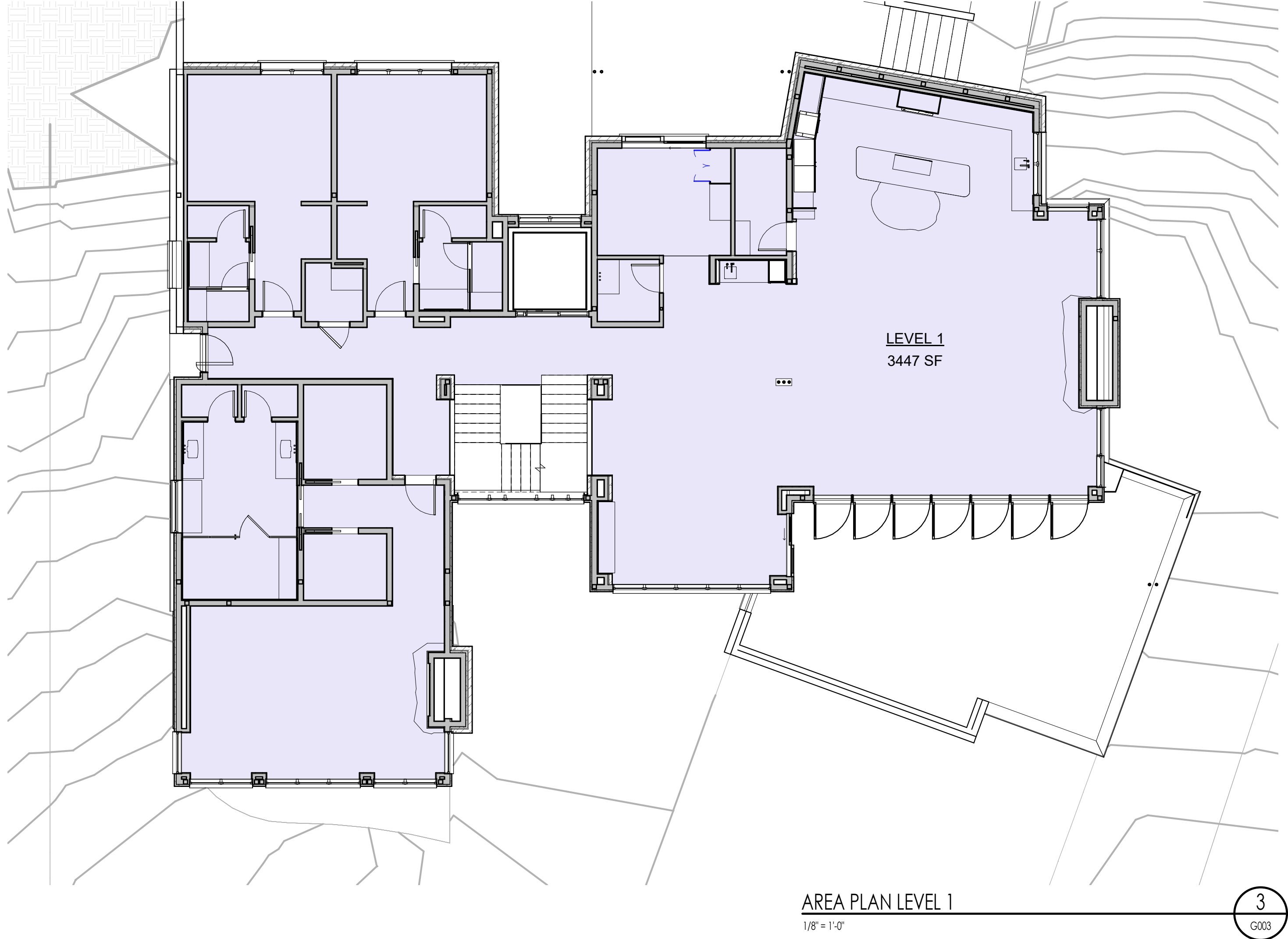
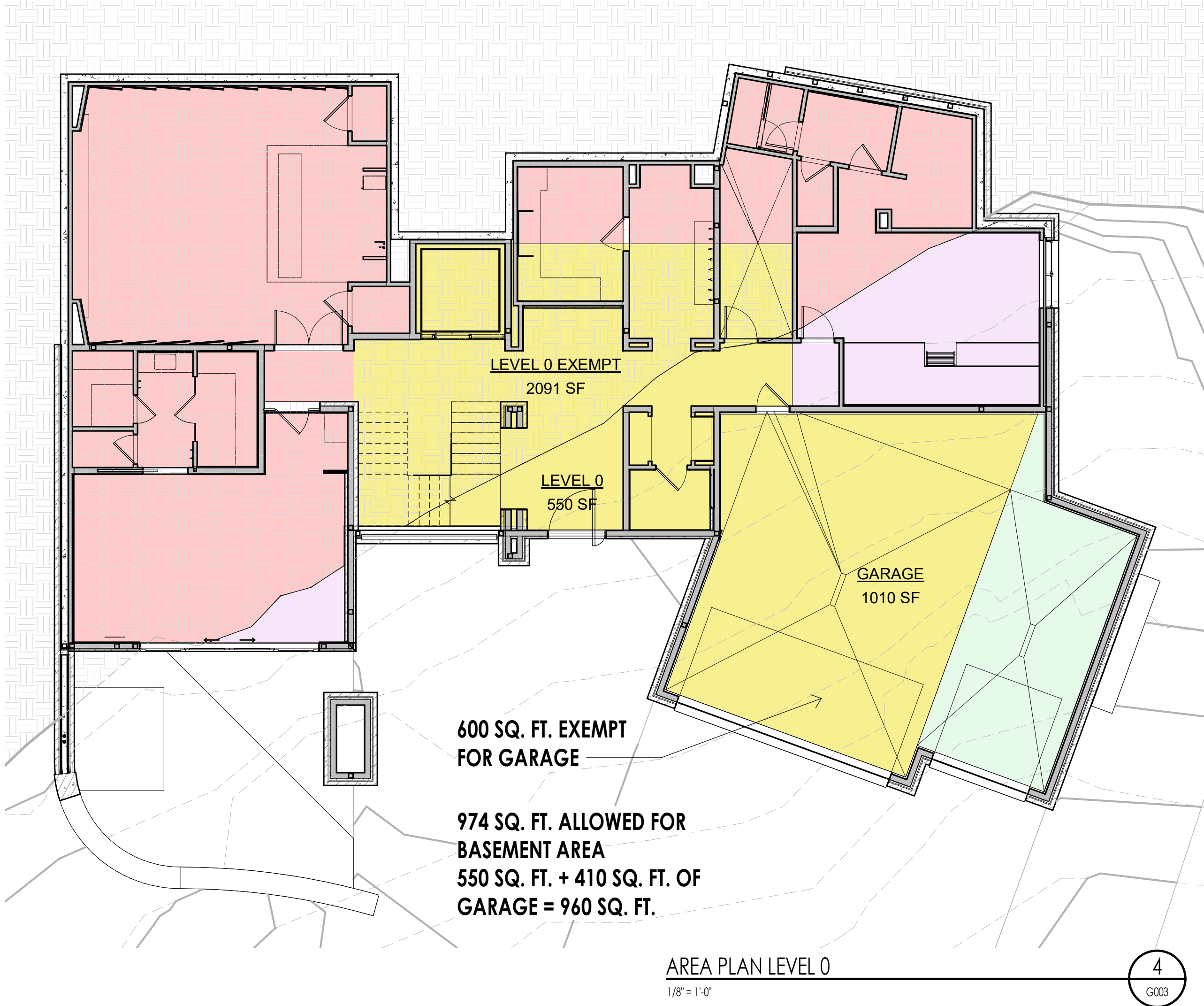


TOP FLOOR STAIR

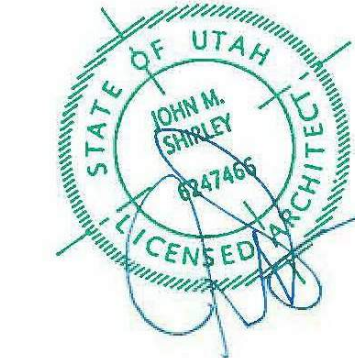


STUDY





TOTAL GROSS FLOOR AREA ABOVE GRADE LEVELS 1+2 = 4,574 SQ. FT. ALLOWED: 5,000 SQ. FT.																											
BASEMENT AREA = 550 SQ. FT. OF GARAGE AREA OVER = 410 SQ. FT. BASEMENT LEVEL = 960 SQ. FT. BASEMENT AREA ALLOWED 974 SQ. FT.																											
GARAGE AREA EXEMPT: 600 SQ. FT. BELOW GRADE AREA EXEMPT: 2,091 SQ. FT.																											
AREA UNDER TOTAL ALLOWABLE SQUARE FOOTAGE = 3103 SQ. FT.																											
<table><tr><th colspan="2">BUILDING AREA - FINISHED</th></tr><tr><th>AREA</th><th>FINISHED</th></tr><tr><td>LEVEL 0</td><td>550 SF</td></tr><tr><td>LEVEL 1</td><td>3447 SF</td></tr><tr><td>LEVEL 2</td><td>1332 SF</td></tr><tr><td></td><td>5329 SF</td></tr><tr><th colspan="2">BUILDING AREA - UNFINISHED</th></tr><tr><th>AREA</th><th>UNFINISHED</th></tr><tr><td>GARAGE</td><td>1010 SF</td></tr><tr><td>LEVEL 0 EXEMPT</td><td>2091 SF</td></tr><tr><td></td><td>3101 SF</td></tr><tr><th colspan="2">BUILDING AREA - TOTAL</th></tr><tr><td>TOTAL</td><td>8431 SF</td></tr></table>		BUILDING AREA - FINISHED		AREA	FINISHED	LEVEL 0	550 SF	LEVEL 1	3447 SF	LEVEL 2	1332 SF		5329 SF	BUILDING AREA - UNFINISHED		AREA	UNFINISHED	GARAGE	1010 SF	LEVEL 0 EXEMPT	2091 SF		3101 SF	BUILDING AREA - TOTAL		TOTAL	8431 SF
BUILDING AREA - FINISHED																											
AREA	FINISHED																										
LEVEL 0	550 SF																										
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	5329 SF																										
BUILDING AREA - UNFINISHED																											
AREA	UNFINISHED																										
GARAGE	1010 SF																										
LEVEL 0 EXEMPT	2091 SF																										
	3101 SF																										
BUILDING AREA - TOTAL																											
TOTAL	8431 SF																										





## **THE BELLES AT EMPIRE PASS**

<b>UNIT #</b>	<b>GROSS SQ. FOOTAGE <sup>(1)</sup></b>	<b>UNIT EQUIVALENCY <sup>(2)</sup></b>
<b><u>Single Family Dwelling</u></b>		
<b>1</b> completed	5,974.0 SF	2.987
<b>2</b> completed	6,614.0 SF	3.307
<b>3</b> <sup>(3)(4)(5)</sup>	5,974.0 SF	2.987
<b>4</b> <sup>(4)(5)</sup>	5,947.0 SF	2.974
<b><u>Duplex</u></b>		
<b>5</b> <sup>(4)(5)</sup>	4,192.0 SF	2.096
<b>6</b> <sup>(4)(5)</sup>	3,467.0 SF	1.733
<b><u>Duplex</u></b>		
<b>7</b> <sup>(4)(5)</sup>	4,192.0 SF	2.096
<b>8</b> <sup>(4)(5)</sup>	3,467.0 SF	1.733
<b><u>Single-Family Dwelling</u></b>		
<b>9</b> <sup>(4)(5)</sup> under construction	5,738.0 SF	2.869
<b>10</b> <sup>(4)(5)</sup>	5,738.0 SF	2.869
<b>11</b> <sup>(4)(5)</sup>	5,738.0 SF	2.869
<b>12</b> completed	5,724.0 SF	2.862
<b><u>Duplex</u></b>		
<b>13</b> <sup>(4)(5)</sup>	4,014.0 SF	2.007
<b>14</b> <sup>(4)(5)</sup>	4,014.0 SF	2.007
<b><u>Single Family Dwelling</u></b>		
<b>15</b> <sup>(4)(5)</sup>	6,667.0 SF	3.333
<b>16</b> <sup>(4)(5)</sup>	6,593.0 SF	3.297
<b>17</b> <sup>(4)(5)</sup>	5,947.0 SF	2.974
<b>TOTAL:</b>	<b>90,000 SF <sup>(6)</sup></b>	<b>45 <sup>(5)</sup></b>

(1) Gross living square footage is based on paint to paint area. There is a 600 sq.ft. allowance for the garage. Any additional garage area will be added to the gross living square footage.

(2) Unit Equivalency (U.E.): One U.E. is equal to 2000 sq.ft. and is based on the Gross Square Footage -see (1)

(3) Unit 3 is owned by a private party. This square footage is an allowance toward a future home. (Max basement area = 974 sq.ft.)

(4) Units Gross Square Footage & Unit Equivalency (UE) are subject to change. However, the maximum allowed UEs for The Belles At Empire Pass is 45 UEs.

(5) Units are allowed a max. of 5,000 sq.ft. based on paint to paint gross area and as defined by the Land Management Code, and per the Silver Strike subdivision notes & conditions.

02-10-11



**Ordinance No. 11-09**

**AN ORDINANCE APPROVING THE AMENDED, CONSOLIDATED, AND RESTATED CONDOMINIUM PLAT OF THE BELLES AT EMPIRE PASS (FORMERLY KNOWN AS CHRISTOPHER HOMES AT EMPIRE PASS I- IV), LOCATED ON LOTS 1 AND 2 OF THE SILVER STRIKE SUBDIVISION, PARK CITY, UTAH**

WHEREAS, the owners of the property known as the Belles at Empire Pass (formerly known as Christopher Homes at Empire Pass Condominiums I-IV), located on Lots 1 and 2 of the Silver Strike Subdivision plat, have petitioned the City Council for approval of the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on February 23, 2011, to receive input on the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass a Utah condominium project;

WHEREAS, the Planning Commission, on February 23, 2011, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council held a public hearing on March 24, 2011, to receive public input on the plat;

WHEREAS, it is in the best interest of Park City, Utah to approve the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass because it is consistent with the approved Silver Strike Subdivision and with the development pattern envisioned by the Village at Empire Pass Master Planned Development and the 14 Technical Reports related to the Flagstaff Development Agreement. The plat reduces the number of dwelling units previously approved by 1 unit, however the total UEs remains the same.

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

**SECTION 1. APPROVAL.** The above recitals are hereby incorporated as findings of fact. The Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass 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 plat incorporates property located on Lots 1 and 2 of the Silver Strike subdivision and within Pod A of the Flagstaff Mountain Development, known as the Village at Empire Pass.
2. The property is located in the RD-MPD zoning district and is subject to the Flagstaff Mountain Development Agreement.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. The MPD identified the area of the proposed condominium plat as the location for 18 detached single family homes and duplexes.
5. On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres.
6. On August 17, 2007, the City Council approved 4 units on Lot 2 as the Christopher Homes at Empire Pass Phase I condominium plat. The plat was recorded at Summit County on October 3, 2007.
7. On November 29, 2007, the City Council approved the first amended Christopher Homes at Empire Pass Phase II condominium plat creating an additional 4 units on Lot 2. The plat was recorded at Summit County on February 20, 2008.
8. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes at Empire Pass Phase III condominium plat. The plat was recorded at Summit County on December 1, 2008.
9. On August 28, 2008, the City Council approved the Christopher Homes at Empire Pass Phase IV plat for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. The plat was recorded at Summit County on November 19, 2008.
10. On December 20, 2010, the Planning Department received a complete application for an amendment to Christopher Homes at Empire Pass condominium plats Phases I, II, III, and IV. The amended plat is an amended, consolidated, and restated condominium plat of The Belles at Empire Pass that supersedes, amends, replaces, and consolidates the Christopher Homes at Empire Pass condominium plats Phases I, II, III, and IV.
11. The purpose of the plat amendment is to describe and plat the private area for construction of the 17 condominium units as contemplated by the Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. Units 1-8 are located on Lot 2 and Units 9-17 are located on Lot 1 of the Silver Strike Subdivision.
12. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area.
13. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary



wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable, such as crawl spaces and mechanical chases. .

14. As conditioned, the proposed Belles at Empire Pass condominium plat is consistent with the approved Flagstaff Development Agreement, the Master Planned Development for the Village at Empire Pass and the conditions of approval of the Silver Strike Subdivision.
15. Units 1, 2 and 12 are constructed and Unit 9 is currently under construction. An application for the supplemental plat for Units 1, 2, and 12 has been submitted by the owners as the First Supplemental Plat for Constructed Units at The Belles at Empire Pass a Utah Condominium project. A supplemental plat for Unit 9 will be submitted upon completion of this unit.
16. The Silver Strike subdivision plat requires that, after construction of the units, and prior to issuance of a final certificate of occupancy, the boundaries of the units shall be amended to reflect the final as-built conditions identifying the entire structure as private with the driveways and patio areas as limited common and the remainder of the land identified as common area in accordance with the Utah Condominium Act.
17. Analysis section is incorporated herein.

#### Conclusions of Law:

1. There is good cause for this amended condominium plat.
2. The amended condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat amendment.
4. Approval of the amended plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

#### Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will provide the plat to the City for recordation at the County within one year from the date of City Council approval or the approval will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development and the Silver Strike Subdivision plat shall continue to apply.
4. A fire protection plan requiring the use of modified 13D sprinklers and compliance with the interface zone landscaping requirements is required to be submitted to the Building Department prior to issuance of building permits for the units.
5. All existing recorded easements shall be reflected on the plat prior to recordation.
6. Prior to issuance of final certificates of occupancy by the Park City Chief Building Official for completed units, a supplemental plat or plats shall be submitted to the City for review by the City Council and recorded at Summit County.



7. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area.
8. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable." A total of 45 UE (90,000 square feet ) are permitted for the units designated by this plat.

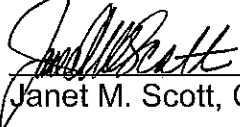
**SECTION 2. EFFECTIVE DATE.** This Ordinance shall take effect upon publication.

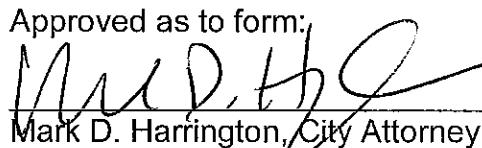
PASSED AND ADOPTED this 24th day of March, 2011.

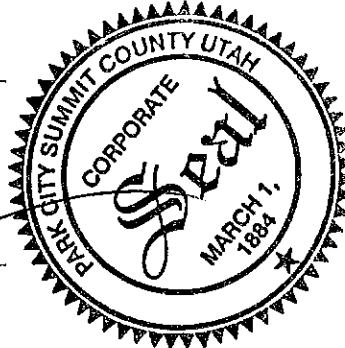
PARK CITY MUNICIPAL CORPORATION

  
Mayor Dana Williams

Attest:

  
Janet M. Scott, City Recorder

Approved as to form:  
  
Mark D. Harrington, City Attorney





[illegible][illegible][illegible][illegible]

12. Any application for an extension to the 120-day deadline must be supported by a written explanation of why the extension is needed for more than 120 days.
13. Any City Building Department staff member who is responsible for any part of the application process must be available to answer questions from the applicant.
14. Under certain limited circumstances a fee for the Automated Building File may be assessed for the cost of the application. The fee will be assessed for the first 100 applications processed by the City Building Department in any calendar year. The fee will be assessed for the remaining 100 applications at a reduced rate. The fee will be assessed for the remaining 100 applications at a reduced rate. The fee will be assessed for the remaining 100 applications at a reduced rate.
15. With regard to items 1, 2, 3 and 12 only, the meeting of the Automated File for Construction Applications will be held on a regular basis. The meeting will be held on a regular basis. The meeting will be held on a regular basis. The meeting will be held on a regular basis.
16. The City Building Department will be responsible for the automated building file. The City Building Department will be responsible for the automated building file. The City Building Department will be responsible for the automated building file. The City Building Department will be responsible for the automated building file.
17. Construction of walls and roofs with no setbacks, height and dimensional building code (NCC) will be required.
18. Prior to issuance of a final occupancy permit, the Automated Building File will be used to verify that all requirements have been met.

[illegible][illegible]

(Period 1)

separated by Park City Council and rescinded with the Summit County Recorder.

7. All units are owned by private wastewater lift stations. The Capital Area Water Services Authority, Inc. (CAWSA) is responsible for the maintenance and replacement of all military waste lifting units. The City of Austin is responsible for the maintenance and replacement of all civilian waste lifting units. The City of Austin is responsible for the maintenance and replacement of all units owned by the City of Austin. The City of Austin is responsible for the maintenance and replacement of all units owned by the City of Austin.

[illegible]

OWNER'S DEDICATION AND CONSENT TO RECORD

[illegible]

## ACKNOWLEDGMENT

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

I am \_\_\_\_\_

By \_\_\_\_\_ Secretary Public \_\_\_\_\_

Witness my hand and seal of office at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE BELLES AT EMPIRE PASS  
(FORMERLY KNOWN AS CHRISTOPHER HOMES AT EMPIRE PASS)

A UTAH CONDOMINIUM PROJECT  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN  
PARK CITY SUMMIT COUNTY, UTAH

## RECORDED

APPROVAL AND ACCEPTANCE BY THE PARK CITY  
COUNCIL THIS 2011 DAY OF AUGUST  
BY \_\_\_\_\_ MAYOR

DEPARTMENT OF AGRICULTURE

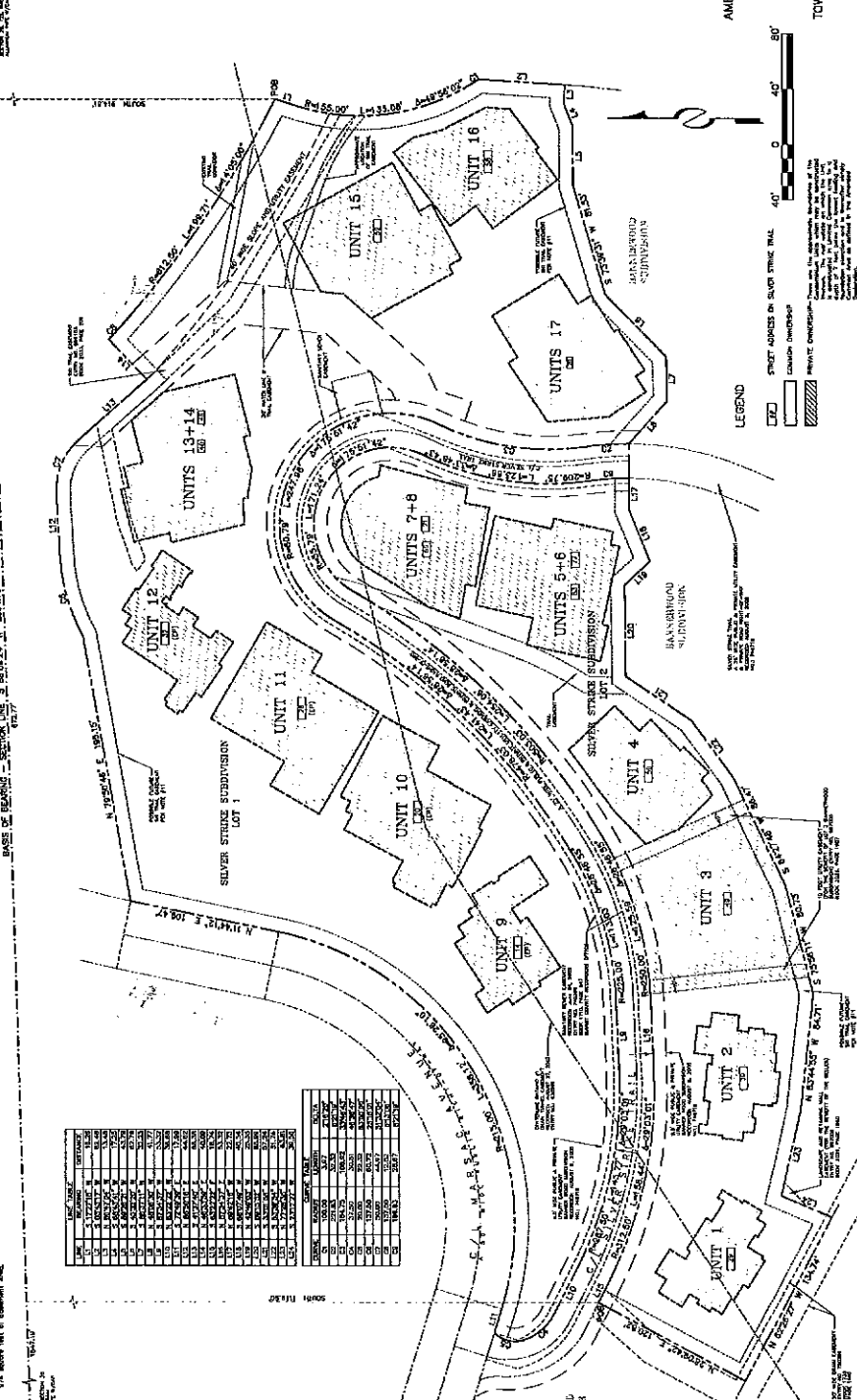
APPROVAL AS TO FORM \_\_\_\_\_  
 APPROVED AS TO FORM THIS \_\_\_\_\_  
 DAY OF \_\_\_\_\_, 2011 A.D.  
 BY \_\_\_\_\_

**RESEARCH, DESIGN, AND ANALYSIS**

PLANNING COMMISSION  
APPROVED BY THE PARK CITY  
PLANNING COMMISSION THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2011 A.D.  
BY \_\_\_\_\_ CHAIRMAN

Region	1990-2000	2000-2005	2005-2010	2010-2015	2015-2020	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050	2050-2055	2055-2060	2060-2065	2065-2070	2070-2075	2075-2080	2080-2085	2085-2090	2090-2095	2095-2100
North America	1.2	1.5	1.8	2.1	2.4	2.7	3.0	3.3	3.6	3.9	4.2	4.5	4.8	5.1	5.4	5.7	6.0	6.3	6.6	6.9	7.2
Europe	0.8	1.0	1.2	1.4	1.6	1.8	2.0	2.2	2.4	2.6	2.8	3.0	3.2	3.4	3.6	3.8	4.0	4.2	4.4	4.6	4.8
Asia	0.5	0.7	0.9	1.1	1.3	1.5	1.7	1.9	2.1	2.3	2.5	2.7	2.9	3.1	3.3	3.5	3.7	3.9	4.1	4.3	4.5
Africa	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1	2.2	2.3
Oceania	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0	1.1	1.2	1.3	1.4	1.5	1.6	1.7	1.8	1.9	2.0	2.1

SNYDERVILLE BAS	REVIEWED FOR CONFORM	DAY OF	EA
44-9-4127	RECLAMATION DISSEM		ENCLOSURE

























Commissioner Pettit commented on how under parked this particular project is based on the parking study. For planning purposes, she suggested that they begin thinking about other projects. Commissioner Peek thought hotel projects in general should add that type of parking study to their format. Commissioner Pettit stated that the St. Regis has been successful in encouraging people to come in without cars and to rely on shuttle service, and she felt this was an example, with supporting statistics, of parking being utilized for a project of that size and type of use.

Planner Whetstone offered to look at the numbers in the study based on the number of units. Currently, two and three parking spaces per unit are required for larger units. Director Eddington noted that the Code currently reads off of minimums and the Staff is looking at adding maximums.

2. 29-83 Silver Strike Trail, Christopher Homes at Empire Pass - Amendment to Record of Survey **(Application #PL-10-01140)**

Planner Whetstone reviewed the applications for two condominium of survey plats at Empire Pass. The first one was the Belles at Empire Pass, which was a new record of survey plat that is now an amended, consolidated and restated condominium plat. The proposed amended condominium plat would supercede Plats I, II, III, and IV of the Christopher Homes condominium plats. Those plats identified an area on the ground for a two-dimensional condominium with a private area. Planner Whetstone explained that a requirement was to come in with a supplemental plat once the units were built and those supplemental plats would be approved. The owner of those units have to sign the plats.

Planner Whetstone presented a reconfiguration of the four Christopher Homes plats and noted that the number of units was reduced from 18 to 17. The original configuration was ten detached units and four duplexes. The current proposal is 11 detached units and three duplexes.

Planner Whetstone stated that all conditions of approval of the underlying approvals apply, which are the Village at Empire Pass MPD and the Silver Strike Subdivision. Therefore, they still need to track the unit equivalents and maximum square footage.

The Staff recommended that the Planning Commission conduct a public hearing on the Belles at Empire Pass condominium plat and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval in the ordinance attached to the Staff report.

Chair Wintzer clarified that the proposal does not change the outside of the units, the open space, or the number of units. Planner Whetstone replied that the unit count decreased by one unit in the configuration. Planner Whetstone pointed that more of the building footprint is now private area that a person could purchase and build on.

She noted that the next item was the supplemental plats for units 1, 2 and 12, which are under



construction, to create the actual private space for those units.

Chair Wintzer opened the public hearing.

There was no comment.

Chair Wintzer closed the public hearing.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for lots 1 and 2 of the Silver Strike Subdivision and Pod A, Village at Empire Pass according to the Findings of Fact, Conclusions of Law and Conditions of Approval as found in the draft ordinance. Commissioner Luskin seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact - 2983 Silver Strike Trail

1. The plat incorporates property located on Lots 1 and 2 of the Silver Strike subdivision and within Pod A of the Flagstaff Mountain Development, known as the Village at Empire Pass.
2. The property is located in the RD-MPD zoning district and is subject to the Flagstaff Mountain Development Agreement.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004 the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. The MPD identified the area of the proposed condominium plat as the location for 18 detached single family homes and duplexes.
5. On June 29, 2006 the City Council approved the Silver Strike Subdivision creating two lots of record. Lot 1 is 4.37 acres in size while Lot 2 contains 1.99 acres.
6. On August 17, 2007 the City Council approved 4 units on Lot 2 as the Christopher Homes at Empire Pass Phase 1 condominium plat. The plat was recorded at Summit County on October 3, 2007.
7. On November 29, 2007, the City Council approved the first amended Christopher Homes at Empire Pass II condominium plat creating an additional 4 units on Lot 2. The plat as recorded at Summit County on February 20, 2008.
8. On April 23, 2008 the City Council approved two more condominium units on Lot 1 of the



Silver Strike Subdivision as Christopher Homes at Empire Pass Phase III condominium plat. The plat was recorded at Summit County on December 1, 2008.

9. On August 28, 2008 the City Council approved the Christopher Homes at Empire Pass Phase IV plat for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/7, 13/14, and 17/18 in duplex configurations. The plat was recorded at Summit County on November 19, 2008.
10. On December 20, 2010 the Planning Department received a complete application for an amendment to Christopher Homes at Empire Pass condominium plats Phases I, II, III and IV. The amended plat is an amended, consolidated, and restated condominium plat of The Belles at Empire Pass that supersedes, amends, replaces, and consolidates the Christopher Homes at Empire Pass condominium plats Phases I, II, III and IV.
11. The purpose of the plat amendment is to describe and plat the private area for construction of the 17 condominium units as contemplated by the Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. Units 1-8 are located on Lot 2 and Units 9-17 are located on Lot 1 of the Silver Strike Subdivision.
12. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area.
13. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable, such as crawl spaces and mechanical chases.
14. As conditioned, the proposed Belles at Empire Pass condominium plat is consistent with the approved Flagstaff Development Agreement, the Master Planned Development for the Village at Empire Pass and the conditions of approval of the Silver Strike Subdivision.
15. Units 1, 2 and 12 are constructed and Unit 9 is currently under construction. An application for the supplemental plat for Units 1, 2 and 12 has been submitted by the owners as the First Supplemental Plat for Constructed Units at the Belles at Empire Pass a Utah Condominium project. A supplemental plat for Unit 9 will be submitted upon completion of this unit.
16. The Silver Strike subdivision plat requires that after construction of the units, and prior to issuance of a final certificate of occupancy, the boundaries of the units shall be amended to reflect the final as-built conditions identifying the entire structure as private



with the driveways and patio areas as limited common and the remainder of the land identified as common area in accordance with the Utah Condominium Act.

17. Analysis section is incorporated herein.

Conclusions of Law - 29-83 Silver Strike Trail

1. There is good cause for this amended condominium plat.
2. The amended condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat amendment.
4. Approval of the amended plat, subject to the conditions state below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval - 29-83 Silver Strike Trail

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey plat for compliance with State law, the Land management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will provide the plat to the City for recordation at the County within one year from the date of City Council approval or the approval will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development and the Silver Strike Subdivision plat shall continue to apply.
4. A fire protection plan requiring the use of modified 13D sprinklers and compliance with the interface zone landscaping requirements is required to be submitted to the Building Department prior to issuance of building permits for the units.
5. All existing recorded easements shall be reflected on the plat prior to recordation.
6. Prior to issuance of final certificates of occupancy by the Park City Chief Building Official for completed units, a supplemental plat or plats shall be submitted to the City for review by the City Council and recorded at Summit County.
7. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor exempts basement areas below final grade and 600 square feet of garage area.
8. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior



square footage “calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable.” A total of 45 UE (90,000 square feet) are permitted for the units designated by this plat.

3. 29, 32, and 39 Silver Strike Trail - Supplemental Plat for Units 1, 2 and 12 of the Belles at Empire Pass Record of Survey (Application # PL-10-01023)

Planner Whetstone reviewed the request for a supplemental condominium record of survey for the existing units 1, 2 and 12 of the Belles at Empire Pass subdivision plat. The units are constructed and there is no change to the existing units. The supplemental plat creates the as-built conditions and identifies the private and limited common and common space associated with these units.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council with the findings of fact, conclusions of law and conditions of approval found in the draft ordinance.

Commissioner Pettit referred to the table on page 85 of the Staff report, the maximum house size permitted and proposed, and the unit equivalent calculations. She understood that the calculation for the proposed was greater than the maximum house size because it includes the basement. Planner Whetstone replied that this was correct. She explained that per the development agreement, the maximum house size limitation on the pods are based on the Land Management Code, and excludes any basement area below final grade. However, the development agreement specifies that unit equivalents include all of the area minus 600 square feet for a garage.

Commissioner Peek referred to the elevations and asked if the basement area was limited common. Planner Whetstone answered yes. Commissioner Peek asked if that was dirt. Planner Whetstone replied that it is dirt below the basement. Commissioner Peek asked if they have ever had dirt as limited common in the past. Planner Whetstone stated that it can be done in a condominium, as well as making the roof private. In this case the HOA wants to be responsible for the roof. She pointed out that because the dirt is limited common, if someone wanted to excavate to create additional space, it would take UEs away from other units and would require approval of the entire HOA.

Chair Wintzer opened the public hearing.

There was no comment.

Chair Wintzer closed the public hearing.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council for the Belles at Empire Pass Condominium Units 1, 2, and 12 according to the Findings of Fact, Conclusions of Law and Conditions of Approval included in the draft ordinance.



Commissioner Peek seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact - 29, 32 and 39 Silver Strike Trail

1. The supplemental plat includes Units 1, 2, and 12 of the Amended, Consolidated, and Restated Condominium Plat of the Belles at Empire Pass and associated common area. The property is located on portions of Lots 1 and 2 of the Silver Strike subdivision and within Pod A of the Flagstaff Mountain Development, in an area known as the Village at Empire Pass. The properties are addressed at 29, 39 and 32 Silver Strike Trail.
2. The property is located in the RD-MPD zoning district and is subject to the Flagstaff Mountain Development Agreement and Village at Empire Pass MPD.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. The MPD identified the area of the proposed condominium plat as the location for 18 PUD-style detached single family homes and duplexes.
5. On June 29, 2006 the City Council approved the Silver Strike Subdivision creating two lots of record. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres.
6. On August 17, 2007 the City Council approved 4 units on Lot 2 as the Christopher Homes at Empire Pass Phase I condominium plat. The plat was recorded at Summit County on October 3, 2007.
7. On November 29, 2007 the City Council approved the first amended Christopher Homes at Empire Pass Phase II condominium plat creating an additional 4 units on Lot 2. The plat was recorded at Summit County on February 20, 2008.
8. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes at Empire Pass Phase III condominium plat. The plat was recorded at Summit County on December 1, 2008.
9. On August 28, 2008, the City Council approved the Christopher Homes at Empire Pass Phase IV plat for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. The plat was recorded at Summit County on November 19, 2008.
10. On December 20, 2010 the Planning Department received a complete application for an



amendment to Christopher Homes at Empire Pass condominium plats Phases I, II, III and IV. The amended plat is an amended, consolidated and restated condominium plat of the Belles at Empire Pass that in whole supersedes, amends, replaces, and consolidates all of the Christopher Homes at Empire Pass condominium plats I, II, III, and IV. The amended plat is being reviewed concurrently with this First Supplemental plat.

11. On January 21, 2011, the Planning Department received a complete application for the First Supplemental Plat for Constructed units at the Belles at Empire Pass a Utah Condominium project amending Units 1, 2, and 12.
12. The purpose of the supplemental plat is to describe and document the as-built conditions and UE calculations for the constructed Units 1, 2, and 12 prior to issuance of a Certificate of Occupancy and to identify private, limited common, and common area for these units.
13. The supplemental plat complies with the conditions of approval of the underlying plats, namely the Silver Strike subdivision plat and the Amended, Consolidated and Restated Condominium plat of the Belles at Empire Pass, that is reviewed concurrently with this plat amendment. In addition, the three units are consistent with the development pattern envisioned in the Village at Empire Pass MPD and the 14 Technical Reports.
14. Units 1 and 2 are located on Lot 2 and Unit 12 is located on Lot 1 of the Silver Strike Subdivision.
15. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. Unit 1 house size is 4,982.9 sf, Unit 2 house size is 4,999.6 sf, and Unit 12 house size is 4,984.9 sf.
16. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable as the plat". Within the Flagstaff Development Agreement on residential unit equivalent equals two thousand square feet.
17. Unit 1 contains 6010.8 gross square feet and utilizes 3.005 Ues. Unit 2 contains 6,614.1 gross square feet and utilizes 3.307 Ues. Unit 12 contains 5,175.8 sf and utilizes 2.637 Ues. These three units utilize 8.949 Unit Equivalents of the 45 total UE allocated for the Belles at Empire Pass.
18. As condition, this supplemental plat is consistent with the approved Flagstaff



Development Agreement, the Village at Empire Pass MPD, and the conditions of approval of the Silver Strike Subdivision.

19. The Analysis section is incorporated herein.

Conclusions of Law - 29, 32 and 39 Silver Strike Trail

1. There is good cause for this supplemental plat.
2. The supplemental plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed supplemental plat.
4. Approval of the supplemental plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval - 29, 32 and 39 Silver Strike Trail

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will provide the plat to the City for recordation at the County within one year from the date of City Council approval or the approval will be void.
3. All conditions of approval of the Village at Empire Pass Master Planned Development and the Silver Strike Subdivision plat shall continue to apply.
4. Unit 1 utilized 3.005 UEs. Unit 2 utilized 3.307UEs. Unit 12 utilized 2.637 UEs. The total UEs utilized for each unit must be written on the plat under the unit name.
5. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. Unit 1 house size is 4,982.9 sf, Unit 2 house size is 4,999.6 sf., and Unit 12 house size is 4,984.9 sf.
6. The supplemental plat shall be recorded at Summit County as a condition precedent to issuance of a final certificate of occupancy for these units by the Park City Chief Building Official.
4. Park City Heights - Master Planned Development  
**(Application #PL-10-01028)**

Planner Whetstone reported that the Planning Commission has been reviewing this item for the



## Planning Commission Staff Report



**Subject:** Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV)  
**Author:** Kirsten A. Whetstone, AICP  
**Date:** February 23, 2011  
**Project #** PL-11-01140  
**Type of Item:** Administrative – Condominium Record of Survey plat amendment

### **Summary Recommendations**

Staff recommends the Planning Commission hold a public hearing for the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV). Staff also recommends the Planning Commission consider any public input and consider forwarding a positive recommendation to City Council based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

### **Topic**

**Applicant:** Wichita LLP  
**Location:** Lots 1 and 2 of the Silver Strike Subdivision, Pod A, Village at Empire Pass  
**Zoning:** Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)  
**Adjacent Land Uses:** Other development parcels of the Village at Empire Pass, Pods A and B1, Silver Strike Lodge, and Open Space.

### **Proposal**

The proposed Belles at Empire Pass condominium plat (Exhibit A) is an amended, consolidated, and restated condominium plat of the previously approved and recorded Christopher Homes condominium plats (I, II, III, and IV) (Exhibit B). The majority of the property is under new ownership. The proposed plat redefines the private area boundaries for the 17 units (reduced from the originally platted 18 Christopher Homes units and reconfigured from 10 detached/ 4 duplexes (18 units total) to 11 detached/3 duplexes (17 units total)). All conditions of approval of the underlying approvals, namely the Village at Empire Pass MPD and the Silver Strike Subdivision continue to apply and are reflected as conditions of approval and plat notes on this proposed amended plat.

The Christopher Homes condominium project, with the exception of Units 1, 2, 3, and 12, was purchased by Wichita LLP (Pat Prothro) who now represents the HOA and who owns the remaining units. Units 1, 2, 3, and 12 were sold to individual property owners.



## **Background**

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel. The Flagstaff Development Agreement allowed a total of 60 single detached or duplex units within the entire Flagstaff annexation area with the remaining units to be configured as multi-family (stacked-flat or tri-plex or greater attached units).

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. The MPD identified this area of Pod A as the location for 18 detached single family homes and duplexes. (Exhibit C).

On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record within Pod A. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres. The Belles at Empire Pass condominiums (fka Christopher Homes) are located on Lots 1 and 2 of the Silver Strike Subdivision (which is a portion of pod A). Units 1-8 are located on Lot 2 and Units 9-17 are located on Lot 1.

Each of the successive Christopher Homes plats created units within Lots 1 and 2 of the Silver Strike Subdivision for a total of 18 units. On August 17, 2007, the City approved 4 units as the Christopher Homes condominium plat on Lot 2 and on November 29, 2007, the City approved the first amended Christopher Homes (II) condominium plat creating an additional 4 units on Lot 2. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes III. On August 28, 2008, the City Council approved the Christopher Homes IV for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. These four Christopher Homes condominium plats were subsequently recorded upon approval, at Summit County.

## **Analysis**

The proposed Belles at Empire Pass amended record of survey plat creates 17 condominium units along Silver Strike Trail (a cul-de-sac). The layout is similar to the Nakoma and Paintbrush units in which each condo unit initially encompasses more than just the three-dimensional air space of the unit.

The prior recorded plats require that, after construction of the units, and prior to issuance of a final certificate of occupancy, the record of survey shall be amended to reflect the final as-built conditions and the boundaries of the units which identify the entire structure as private with the driveways and patio areas as limited common and the remainder of the land identified as common area in accordance with the Utah Condominium Act. These supplemental plats require Planning Commission review and final action by the City Council.



Units 1, 2 and 12 are constructed and Unit 9 is currently under construction. An application for the supplemental plat for Units 1, 2, and 12 has been submitted and is scheduled for review at this meeting, as the First Supplemental Plat for Constructed Units at The Belles at Empire Pass a Utah Condominium project. A separate supplemental plat for Unit 9 will be submitted upon completion of this unit.

The Silver Strike subdivision restricts each unit to a maximum house size of 5,000 square feet of Gross Floor Area as defined in the Land Management Code, plus 600 square feet for a garage. In this definition, basement area (below final grade) is exempt from the floor area calculations for house size. A note on the plat reflects this restriction.

The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, distinct from maximum house size. The UE formula includes all interior square footage “calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable.” Unit Equivalents are calculated by dividing the total square footage of all the units involved by 2,000. The unit equivalent area includes the basement area below final grade (the house size area excludes this basement area).

A maximum of 90,000 sf (45 UEs) are approved for these units under the Flagstaff Development Agreement. There are no conditions as to how the 90,000 sf may be distributed among the units. A note on the plat reflects this restriction.

The zoning is RD- Residential Development subject to the following criteria:

	<b>Permitted</b>	<b>Proposed</b>
Height	28' (+5' for pitched roof)	Up to 33' for pitched roof. No height exceptions proposed. <b>Complies.</b>
Front setback	20', 25' to front facing garage	No setback reductions. Property line in front is the back of the street gutter. <b>Complies.</b>
Rear setback	15' from Lot boundary	15' from Lot boundary. <b>Complies.</b>
Side setbacks	12' from Lot boundary	12' from Lot boundary. <b>Complies.</b>
Parking	Two spaces required	2 per unit. <b>Complies.</b>
Maximum House Size	5,000 sf (interior paint to paint gross floor area minus basement areas defined by LMC and 600 sf allowance for a garage).	Maximum of 5,000 sf to be verified prior to building permit issuance and reflected on the final supplemental plat.



Staff finds good cause for this record of survey amendment as it is consistent with the approved Silver Strike Subdivision. The plat is consistent with the development pattern envisioned in the Village at Empire Pass MPD and the 14 Technical Reports related to the Flagstaff Development Agreement. The plat reduces the number of dwelling units previously approved by 1 unit, however the total UEs remains the same.

### **Department Review**

This project has gone through an interdepartmental review. Issues regarding plat notes to reflect prior approvals and location of existing easements have been resolved with clarified plat notes. All previously recorded easements are reflected on the plat. No further issues were brought up at that time.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

### **Public Input**

Staff has not received any public input at the time of this report.

### **Alternatives**

- The Planning Commission may forward a positive recommendation regarding the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV).
- The Planning Commission may forward a negative recommendation and request staff to prepare findings of fact for this decision, or
- The Planning Commission may continue the discussion to a date certain and provide the applicant and staff direction on additional information or changes needed to make a decision.

### **Significant Impacts**

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

### **Consequences of not taking the Suggested Recommendation**

The Christopher Homes plats (I-IV) would remain as recorded and the 18 units, instead of 17 as proposed, would be required to be constructed according to the configuration of the recorded plats.

### **Recommendation**

Staff recommends the Planning Commission hold a public hearing for the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV). Staff also recommends the Planning Commission consider input and consider forwarding a positive recommendation to City Council based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.



**Exhibits**

Ordinance

Exhibit A- proposed plat (The Belles at Empire Pass)

Exhibit B- existing plats (Christopher Homes I-IV)

Exhibit C- aerial photo



## City Council Staff Report



**Subject:** Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV)  
**Author:** Kirsten A. Whetstone, AICP  
**Date:** March 24, 2011  
**Project #** PL-11-01140  
**Type of Item:** Administrative – Condominium Record of Survey plat amendment

### **Summary Recommendations**

Staff recommends the City Council hold a public hearing for the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV), consider any public input and consider approving the plat amendment based on findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.

### **Topic**

**Applicant:** Wichita LLP  
**Location:** Lots 1 and 2 of the Silver Strike Subdivision, Pod A, Village at Empire Pass  
**Zoning:** Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)  
**Adjacent Land Uses:** Other development parcels of the Village at Empire Pass, Pods A and B1, Silver Strike Lodge, and Open Space.

### **Proposal**

The proposed Belles at Empire Pass condominium plat (Exhibit A) is an amended, consolidated, and restated condominium plat of the previously approved and recorded Christopher Homes condominium plats (I, II, III, and IV) (Exhibit B). The majority of the property is under new ownership. The proposed plat redefines the private area boundaries for the 17 units (reduced from the originally platted 18 Christopher Homes units and reconfigured from 10 detached/ 4 duplexes (18 units total) to 11 detached/3 duplexes (17 units total)). All conditions of approval of the underlying approvals, namely the Village at Empire Pass MPD and the Silver Strike Subdivision continue to apply and are reflected as conditions of approval and plat notes on this proposed amended plat.

The Christopher Homes condominium project, with the exception of Units 1, 2, 3, and 12, was purchased by Wichita LLP (Pat Prothro) who now represents the HOA and who owns the remaining units. Units 1, 2, 3, and 12 were sold to individual property owners.

On February 23, 2011, the Planning Commission conducted a public hearing and voted to forward a positive recommendation to the City Council. There was no public input.



## **Background**

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel. The Flagstaff Development Agreement allowed a total of 60 single detached or duplex units within the entire Flagstaff annexation area with the remaining units to be configured as multi-family (stacked-flat or tri-plex or greater attached units).

On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass, aka Pod A. The MPD identified this area of Pod A as the location for 18 detached single family homes and duplexes. (Exhibit C).

On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record within Pod A. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres. The Belles at Empire Pass condominiums (fka Christopher Homes) are located on Lots 1 and 2 of the Silver Strike Subdivision (which is a portion of pod A). Units 1-8 are located on Lot 2 and Units 9-17 are located on Lot 1.

Each of the successive Christopher Homes plats created units within Lots 1 and 2 of the Silver Strike Subdivision for a total of 18 units. On August 17, 2007, the City approved 4 units as the Christopher Homes condominium plat on Lot 2 and on November 29, 2007, the City approved the first amended Christopher Homes (II) condominium plat creating an additional 4 units on Lot 2. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes III. On August 28, 2008, the City Council approved the Christopher Homes IV for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. These four Christopher Homes condominium plats were subsequently recorded upon approval, at Summit County.

## **Analysis**

The proposed Belles at Empire Pass amended record of survey plat creates 17 condominium units along Silver Strike Trail (a cul-de-sac). The layout is similar to the Nakoma and Paintbrush units in which each condo unit initially encompasses more than just the three-dimensional air space of the unit.

The prior recorded plats require that, after construction of the units, and prior to issuance of a final certificate of occupancy, the record of survey shall be amended to reflect the final as-built conditions and the boundaries of the units which identify the entire structure as private with the driveways and patio areas as limited common and the remainder of the land identified as common area in accordance with the Utah Condominium Act. These supplemental plats require Planning Commission review and final action by the City Council.



Units 1, 2 and 12 are constructed and Unit 9 is currently under construction. An application for the supplemental plat for Units 1, 2, and 12 has been submitted and is scheduled for review at this meeting, as the First Supplemental Plat for Constructed Units at The Belles at Empire Pass a Utah Condominium project. A separate supplemental plat for Unit 9 will be submitted upon completion of this unit.

The Silver Strike subdivision restricts each unit to a maximum house size of 5,000 square feet of Gross Floor Area as defined in the Land Management Code, plus 600 square feet for a garage. In this definition, basement area (below final grade) is exempt from the floor area calculations for house size. A note on the plat reflects this restriction.

The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, distinct from maximum house size. The UE formula includes all interior square footage “calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable.” Unit Equivalents are calculated by dividing the total square footage of all the units involved by 2,000. The unit equivalent area includes the basement area below final grade (the house size area excludes this basement area).

A maximum of 90,000 sf (45 UEs) are approved for these units under the Flagstaff Development Agreement. There are no conditions as to how the 90,000 sf may be distributed among the units. A note on the plat reflects this restriction.

The zoning is RD- Residential Development subject to the following criteria:

	<b>Permitted</b>	<b>Proposed</b>
Height	28' (+5' for pitched roof)	Up to 33' for pitched roof. No height exceptions proposed. <b>Complies.</b>
Front setback	20', 25' to front facing garage	No setback reductions. Property line in front is the back of the street gutter. <b>Complies.</b>
Rear setback	15' from Lot boundary	15' from Lot boundary. <b>Complies.</b>
Side setbacks	12' from Lot boundary	12' from Lot boundary. <b>Complies.</b>
Parking	Two spaces required	2 per unit. <b>Complies.</b>
Maximum House Size	5,000 sf (interior paint to paint gross floor area minus basement areas defined by LMC and 600 sf allowance for a garage).	Maximum of 5,000 sf to be verified prior to building permit issuance and reflected on the final supplemental plat.



Staff finds good cause for this record of survey amendment as it is consistent with the approved Silver Strike Subdivision. The plat is consistent with the development pattern envisioned in the Village at Empire Pass MPD and the 14 Technical Reports related to the Flagstaff Development Agreement. The plat reduces the number of dwelling units previously approved by 1 unit, however the total UEs remains the same.

### **Department Review**

This project has gone through an interdepartmental review. Issues regarding plat notes to reflect prior approvals and location of existing easements have been resolved with clarified plat notes. All previously recorded easements are reflected on the plat. No further issues were brought up at that time.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

### **Public Input**

No public input was received at the public hearing.

### **Alternatives**

- The City Council may approve the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV).
- The City Council may deny the plat amendment and request staff to prepare findings of fact for this decision, or
- The City Council may continue the discussion to a date certain and provide the applicant and staff direction on additional information or changes needed to make a decision.

### **Significant Impacts**

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

### **Consequences of not taking the Suggested Recommendation**

The Christopher Homes plats (I-IV) would remain as recorded and the 18 units, instead of 17 as proposed, would be required to be constructed according to the configuration of the recorded plats.

### **Recommendation**

Staff recommends the City Council conduct a public hearing for the Amended, Consolidated, and Restated Condominium Plat for The Belles at Empire Pass (formerly known as Christopher Homes Condominiums plats I, II, III, and IV), consider input and consider approving the plat amendment based on the findings of fact, conclusions of law and conditions of approval as stated in the attached ordinance.



**Exhibits**

Ordinance

Exhibit A- proposed plat (The Belles at Empire Pass)

Exhibit B- existing plats (Christopher Homes I-IV)

Exhibit C- aerial photo



3. Consideration of an Ordinance approving the amended, consolidated, and restated condominium plat of the Belles at Empire Pass (formerly known as Christopher Homes at Empire Pass I – IV), located on Lots 1 and 2 of the Silver Strike Subdivision, Park City, Utah – Planner Kirsten Whetstone pointed out that approval of New Business Item No. 4 is dependent on approval of this item. The underlying condominium plats for the Christopher Homes, 18 lots located on Lots 1 and 2 of the Silver Strike Subdivision are under new ownership. The new owners are requesting a reconfiguration from 10 detached units and four duplexes to 11 detached units and three duplexes or going from 18 units to 17 units and changing the name to The Belles at Empire Pass. She explained that these are PUD style units and all underlying conditions of approval from the Silver Strike Subdivision have been incorporated. She indicated that the Planning Commission forwarded a positive recommendation on February 23, 2011 and there was no public input at the meeting. Ms. Whetstone stated there is good cause to approve the Ordinance, as it is consistent with the approved Silver Strike Subdivision, the development pattern envisioned for the Village at Empire Pass MPD and the 14 technical reports related to the Flagstaff Development Agreement. It is a reduction in units but the unit equivalents remain the same. The Mayor opened the public hearing; there was none and the public hearing was closed. Liza Simpson, “I move we approve Consideration of an Ordinance approving the amended, consolidated, and restated condominium plat of the Belles at Empire Pass (formerly known as Christopher Homes at Empire Pass I – IV) based on the findings of fact, conclusions of law, and conditions of approval as stated in the Ordinance”. Alex Butwinski seconded. Motion carried.

Alex Butwinski	Aye
Candace Erickson	Absent
Joe Kernan	Aye
Cindy Matsumoto	Aye
Liza Simpson	Aye

4. Consideration of an Ordinance approving the First Supplemental Plat for constructed units at the Belles at Empire Pass Condominiums, amending Units 1, 2 and 12, located on Lot 1 and Lot 2 of the Silver Strike Subdivision, Park City, Utah – Planner Whetstone explained that this amendment creates the condominium plat for the as-built conditions and identifies common, limited and private areas for Units 1, 2 and 12, as stipulated in the conditions of approval of the underlying plats. The Planning Commission forwarded a positive recommendation to the City Council on February 23, 2011 and there was no public input. The Mayor opened the public hearing and upon hearing no comments from the audience, closed the public hearing. Joe Kernan, “I move we approve New Business Item No. 4”. Alex Butwinski seconded. Motion carried.

Alex Butwinski	Aye
Candace Erickson	Absent
Joe Kernan	Aye



Cindy Matsumoto	Aye
Liza Simpson	Aye

## VII ADDITIONAL DISCUSSION – AGENDA ITEMS

None.

## VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

## MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Alex Butwinski, Joe Kernan, Cindy Matsumoto, and Liza Simpson. Candace Erickson was absent and excused. Staff present was Tom Bakaly, City Manager; Tom Daley, Deputy City Attorney; Diane Foster, Sustainability Manager; Jason Christensen, Legal Intern; Kathy Lundborg, Water Manager; Michael Kovacs, Assistant City Manager; Tom Eddington, Planning Manager; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property and litigation". Alex Butwinski seconded. Motion carried. The meeting opened at approximately 4:30 p.m. Liza Simpson, "I move to open the meeting". Alex Butwinski seconded. Motion carried. The closed session scheduled at the adjournment of the regular meeting was cancelled.

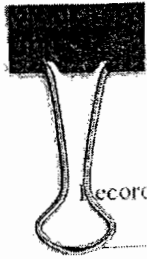
Alex Butwinski	Aye
Candace Erickson	Absent
Joe Kernan	Aye
Cindy Matsumoto	Aye
Liza Simpson	Aye

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott, City Recorder







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

Recorded this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2007  
at Book # \_\_\_\_ Page # \_\_\_\_

**ENTRY NO. 00806100**

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

Agreement PAGE 1 / 49

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE \$ 0.00 BY PARK CITY MUNICIPAL CORP



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

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

**RECITALS**

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



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

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



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

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

#### **SECTION I. DEFINITIONS**

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

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



with the terms of this Agreement.

- 1.5 **"Inaction"** provisionally<sup>1</sup> means (a) DEVELOPER's failure to pursue a sequential permit (i.e. Small Scale MPD permit, conditional use permit, subdivision application, or building permit) by failing to submit a complete application for such a permit or by failing to respond to the City's written requests for information which the City deems is necessary to process the application; or (b) DEVELOPER's failure to sustain permitted construction such that the permit under which construction is allowed, expires or is otherwise suspended or revoked.
- 1.6 **"Meeting Accessory Uses"** provisionally<sup>2</sup> means uses normally associated and necessary to serve meeting and banquet space. Meeting Accessory Uses do not require the use of Unit Equivalents and include:
- 1.6.1 Administrative and Banquet Offices
  - 1.6.2 Banquet Storage Areas
  - 1.6.3 Banquet Prep Areas Storage Areas
  - 1.6.4 Common A/V Storage Areas
  - 1.6.5 Coat Check Areas
  - 1.6.6 Public Restrooms
  - 1.6.7 Public Telephone Areas
  - 1.6.8 Public Hallways
  - 1.6.9 Public Circulation Areas.
- 1.7 **"Mountain Village"** means that mixed-use portion of Flagstaff Mountain described and depicted as the Mountain Village in Exhibit A attached hereto and limited to a total of 87 acres, within three development Pods (A, B<sub>1</sub>, and B<sub>2</sub>) and maximum densities, unit equivalencies and configuration more fully described herein.

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

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



- 1.8 **“Northside Neighborhood”** means that 63-acre portion of Flagstaff Mountain described and depicted as the Northside Neighborhood in Exhibit A attached hereto and limited to the maximum density, unit equivalency, and configuration more fully described herein.
- 1.9 **“Northside Neighborhood Property Owners”** means, in addition to UPCM and DEER VALLEY, Park City Star Mining Company, Inc., a Utah corporation, Bransford Land Company, representing the interests of Anne Bransford Newhall, Mary Bransford Leader and Carolyn Bransford MacDonald, and Stichting Beheer Mayflower Project, a legal entity representing the interests of Stichting Mayflower Recreational Fonds and of Stichting Mayflower Mountain Fonds.
- 1.10 **“Pedestrian Village”** means an area configured within Pod A of the Mountain Village for the mixed use of residential, Residential Accessory, Resort Support Commercial, Resort Accessory, meeting and Meeting Accessory Uses within which at least fifty percent (50%) of the residential properties are clustered within walking distance (5 minutes) of a Transportation Hub for such residential properties, which can be directly accessed by pathways or sidewalks.
- 1.11 **“Planned Unit Development” or “PUD”** means a master planned development consisting of clustered, detached, single family or duplex units with common open space and coordinated architecture.
- 1.12 **“Pod Z”** means that area, depicted on Exhibit F that is limited for ski-related uses as further defined herein.
- 1.13 **“Project”** means the residential, recreational and commercial real estate development to be constructed within Flagstaff Mountain.
- 1.14 **“Residential Accessory Uses”** provisionally<sup>3</sup> means uses that are for the benefit of the residents of a commercial residential use, such as a hotel or nightly rental condominium project. Residential Accessory Uses do not require the use of Unit Equivalents. Residential Accessory Uses include:

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



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

1.15 **“Resort Accessory Uses”** provisionally<sup>4</sup> means uses that are clearly incidental to and customarily found in connection with the principal resort building or use and are operated for the convenience of the owners, occupants, employees, customers or visitors to the principal resort use. Resort Accessory Uses do not require the use of Unit Equivalents. They include such uses as:

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

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



1.15.11 Ticket Sales Areas

1.15.12 Ski Check Areas

1.15.13 Public Circulation Areas and Hallways

1.16 **“Richardson Flats”** means all of UPCM’s property at the southeast corner of U.S. 40 and S.R. 248, more fully described and depicted on Exhibit D.

1.17 **“Transportation Hub”** means the terminus of a public and/or private transportation system that is located at a convenient location within the Mountain Village.

1.18 **“Unit Equivalent,”** with respect to commercial structures and multifamily and PUD structures, has the meaning set forth in the LMC.<sup>5</sup> Each single family residential structure (excluding PUDs) approved by the City pursuant to this Agreement for construction within the Project shall have a Unit Equivalent of 1.00, regardless of the size or the location of the single family residential structure. Each commercial structure or portion thereof (as such may be determined in applicable MPD approvals) shall consume 1 Unit Equivalent for each 1000 square feet. Each multifamily and PUD residential structure shall consume 1 Unit Equivalent for each 2000 square feet.

## **SECTION II. LARGE SCALE MPD—FLAGSTAFF MOUNTAIN**

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

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<sup>5</sup> Hotel rooms of 500 square feet or less constitute ¼ Unit Equivalent.



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



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

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

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

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

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

**2.2.1.4. Pedestrian Village.** At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A), and must be located within a five-minute walk of the Transportation Hub. All three development pods (Pods A, B<sub>1</sub>, and B<sub>2</sub>) within the Mountain Village must be linked by transit.

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

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



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

2.2.1.6. **Mine Site Reclamation.** To the greatest extent possible, DEVELOPER shall locate density in disturbed areas. This provision applies primarily to potential density at the Daly West site. Additionally, DEVELOPER shall reclaim<sup>7</sup> all mining and mining overburden sites within Flagstaff Mountain, in accordance with state and federal regulatory agency review.

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

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

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

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<sup>7</sup> Reclamation shall include, at a minimum, revegetation of exposed areas.



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

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

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

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

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



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

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

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

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

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

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

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



minimize wintertime visual impacts<sup>10</sup> from ski runs and designated viewpoints, including but not limited to the knoll behind the terminus of what is presently known as the Northside chairlift.

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

- 2.4.2. **Northside Neighborhood Conservation Plan.** DEVELOPER and DEER VALLEY agree to refrain from transferring, improving or developing the Northside Neighborhood for 3 years, from the date of this Agreement to facilitate the potential of (a) the fee simple sale of the Northside Neighborhood, or (b) the sale and transfer of the development rights from the Northside

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<sup>10</sup> As well as summertime visual impacts.



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

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



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

- 2.5.1.1 Openings for ski trails and lifts with straight edges and uniform widths will be minimized to the greatest extent possible.
- 2.5.1.2 Trails that are designed for base area return or circulation between fall line areas shall be designed for appropriate grades and widths consistent with minimizing visual impact.
- 2.5.1.3 Lift towers shall be painted or otherwise treated to blend with the natural surroundings.
- 2.5.1.4 Vegetation management, re-vegetation and erosion control techniques shall be designed in accordance with the "Deer Valley Resort Company Ski Run Construction and Revegetation Standards" attached hereto as Exhibit G. The objective shall be to achieve a vegetative condition that enhances the skier experience and long term forest health. Re-vegetation shall be designed to control erosion and to restore ground cover as quickly as possible after ground disturbing activities.

**2.6 Beano's Style Private Club.** DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style<sup>11</sup>), at a location to be determined at the CUP phase. No private parking areas or vehicular

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



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

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

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

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



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

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



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

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

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

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

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

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



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

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

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



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

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

**2.9.5 Lady Morgan Springs Open Space (Passive Use).** The Lady Morgan Springs Area<sup>13</sup>, shall be restricted, by conservation easements acceptable to the City, and signs and monitoring, if necessary, to limit use of the area to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. Neither construction activity nor motorized vehicular use of any kind shall be allowed in the Lady Morgan Springs Area, except as allowed, with City staff approval, for forestry and wetlands management.

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

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



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

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

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



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

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

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

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



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

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

**2.10 FLAGSTAFF MOUNTAIN MITIGATION MEASURES:**

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

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

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

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



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

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

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



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

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

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



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

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

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

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

<sup>15</sup> Except for DEER VALLEY's day lodge pursuant to paragraph 2.5 herein.



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



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

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

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

2.10.4.2 Construction staging, on-site batch plants, and materials stockpiling<sup>16</sup> and recycling in the Daly West area to keep all excavated materials on site during the Project infrastructure and construction phases.

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

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

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<sup>16</sup> Developer shall stockpile all earthen material on site.



2.10.4.5 Temporary public access trails throughout construction.

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

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



<u>Type of Use</u>	<u>Unit Equivalents</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
<b>Residential</b>			
Residential Units	785	0.1	78.50
Single Family Home Sites	54	0.1	5.40
<b>Subtotal Residential</b>	<b>839</b>		<b>83.90</b>
<u>Type of Use</u>	<u>Square Footage / 1,000 SF</u>	<u>Mitigation Rate</u>	<u>AUEs Required</u>
<b>Commercial</b>			
Commercial Unit Equivalents	75	0.2	15.00
<b>Subtotal Commercial</b>	<b>75</b>		<b>15.00</b>
Base AUEs On-Site (25%): 24.725			
Base AUEs Off-Site (75%): 74.175 *			
<b>Total Base AUEs</b>			<b>98.90</b>
<b>Additional AUEs Contributed by Developer (located Quinns Junction)</b>			<b>20.00</b>
<b>TOTAL AUEs</b>			<b>118.00</b>

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

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

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



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

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

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

**2.10.6 5-Year Irrevocable Offer to Annex the 20-Acre**

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



### SECTION III. ADDITIONAL PUBLIC BENEFITS

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

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

**Option 1.** Under Option one DEVELOPER must limit the use of Richardson Flats to golf (with the requisite clubhouse, maintenance buildings and other related improvements), equestrian uses (including the construction of an arena or indoor equestrian center), and/or such other public recreational opportunities or special events as the City may deem proper. In the event DEVELOPER is able to obtain necessary approvals from EPA and/or DEQ, then DEVELOPER must construct on Richardson Flats a golf course, clubhouse, and driving range with adequate<sup>17</sup> provisions for defined public access.

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

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

<sup>17</sup> The course must be operated to maximize play.

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



improvements, DEVELOPER will perpetually deed restrict Richardson Flats to prevent further development.<sup>19</sup>

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

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

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



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

#### **SECTION IV. IMPACT FEES/PLAN CHECK FEES**

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



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

## **SECTION V. BONANZA FLATS DEVELOPMENT PARAMETERS**

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



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

**5.3 Snyderville Basin Sewer Improvement District Annexation.**

Snyderville Basin Sewer Improvement District ("SBSID") must agree to annex Bonanza Flats and agree to provide sewer service within Bonanza Flats if Park City is to provide water service to the area. SBSID capacity shall be restricted in size to accommodate no more than the restricted densities agreed to herein. If Wasatch County approves the use of Park City water for culinary use in Bonanza Flats, then DEVELOPER must apply for and pursue annexation to SBSID.

**5.4 Annexation.** If Wasatch County recommends that DEVELOPER seek annexation to the City of Bonanza Flats, then DEVELOPER shall request that the City annex Bonanza Flats. In the event that DEVELOPER requests that the City annex Bonanza Flats, the City anticipates the execution of an interlocal agreement with Wasatch County to address fiscal issues in connection with the City's annexation of Bonanza Flats.

**5.5 Request for Transfer of Bonanza Flats Density to Flagstaff Mountain.**

DEVELOPER may seek approval from the City of additional density within Flagstaff Mountain in exchange for DEVELOPER transferring approved density from Bonanza Flats and deed restricting such land as open space. City's contractual restrictions on development in Bonanza Flats in no way shall be construed as an endorsement of such densities either in Bonanza Flats nor transferred to the Mountain Village. Upon DEVELOPER's request, the City would consider such transfer. If favorably inclined to entertain such density transfer, the City would attempt in good faith to negotiate an interlocal agreement with Wasatch County to address fiscal issues associated with such action. In connection with any such request by DEVELOPER, the City may give higher priority



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

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

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

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



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

5.8 **No Annexation Alternative.** If Bonanza Flats is not annexed into the City, and if the requirements described in Sections 5.3, 5.6 and 5.7 are satisfied, then DEVELOPER shall not build within Bonanza Flats more than the units described in Section 5.1 above.

5.9 **Conditions of Development of Bonanza Flats.** Regardless of the annexation of Bonanza Flats to the City, DEVELOPER agrees to the following:

5.9.1 The residential and commercial units constructed within Bonanza Flats shall not be located adjacent to the lakes within the Bonanza Flats property.

5.9.2 If Bonanza Flats is developed, but is not annexed DEVELOPER agrees to provide employee/affordable housing units consistent with its obligations in the Flagstaff Mountain annexation.

5.9.3 Within Bonanza Flats, DEVELOPER shall limit the construction of wood-burning devices to one wood-burning device per single family unit. DEVELOPER shall not request approval from Wasatch County or from the City for wood-burning devices in any other attached, or detached, residential uses. Within each lodge, or hotel constructed within Bonanza Flats, DEVELOPER may construct one wood-burning device in each such lodge or hotel.

5.9.4 DEVELOPER shall pursue an interlocal agreement with Wasatch County whereby the Park City Fire Protection District will provide fire protection services within Bonanza Flats.

5.9.5 Upon realignment of S.R. 224, DEVELOPER shall prohibit



commercial snowmobile use within Bonanza Flats.

#### **SECTION VI. AMENDMENT OF AGREEMENT AND DEVELOPMENT PLAN**

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

#### **SECTION VII. IMPLEMENTATION OF THIS AGREEMENT**

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

#### **Section VIII. GENERAL PROVISIONS**

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



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

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

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



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

#### **SECTION IX. MISCELLANEOUS**

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



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

**If to City to:**

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

**Copy to:**

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

**If to DEVELOPER to:**

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

**Copy to:**

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

**If to DEER VALLEY:**

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

**Copy to:**

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

TALISKER  
900 MAIN ST Suite 6111  
P.O. Box 4349  
84060



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

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

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



Exhibit P Zoning Map for Flagstaff Mountain

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

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

**PARK CITY MUNICIPAL CORPORATION**

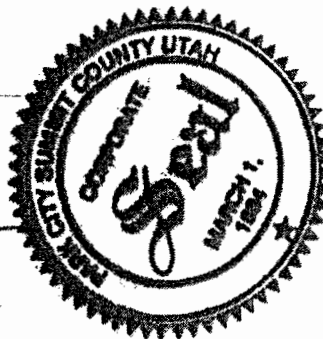
By: *Dana Williams*  
Dana Williams, Mayor

ATTEST: City Clerk

By: *Janet Scott*  
Janet Scott, City Recorder

APPROVED AS TO FORM:


*Mark D. Harrington*  
Mark D. Harrington, City Attorney





**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



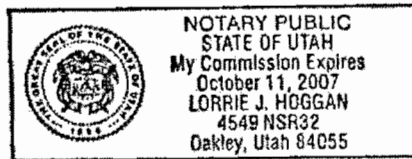
David J. Smith, Authorized Signing Officer

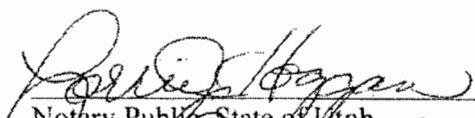
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

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



  
Notary Public, State of Utah

Residing in Oakley, Utah

**DEER VALLEY RESORT COMPANY,**

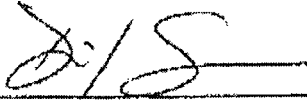
a Utah limited partnership

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

By: \_\_\_\_\_  
Robert Wells, Vice President

**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



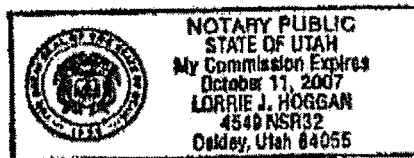
David J. Smith, Authorized Signing Officer

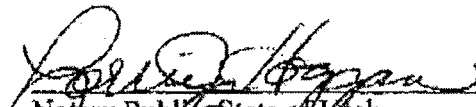
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

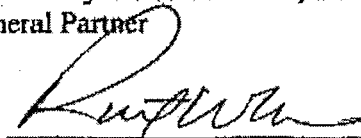
On this 28<sup>th</sup> day of ~~March~~ <sup>February</sup>, 2007 before me, Lorrie J. Hoggan, the undersigned Notary Public, personally appeared David J. Smith, personally known to me to be the Authorized Signing Officer of United Park City Mines Company, on behalf of the corporation named herein,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



  
Notary Public, State of Utah  
Residing in Orlery, Utah

**DEER VALLEY RESORT COMPANY,**  
a Utah limited partnership

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

By: 

Robert Wells, Vice President



**DEVELOPER:**

United Park City Mines Company,  
a Delaware corporation



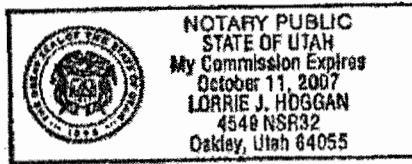
David J. Smith, Authorized Signing Officer

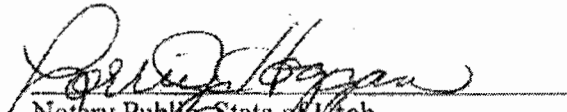
STATE OF UTAH )

: ss

COUNTY OF SUMMIT )

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

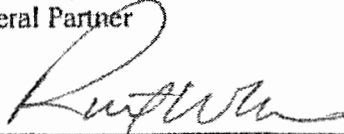


  
Notary Public, State of Utah  
Residing in Oakley, Utah

**DEER VALLEY RESORT COMPANY,**

a Utah limited partnership

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

By: 

Robert Wells, Vice President

*ARIZONA*  
STATE OF UTAH )  
*MARICOPA* : ss  
COUNTY OF SUMMIT )

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



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



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

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



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

### **SCHEDULE 3.1**

#### **RICHARDSON FLATS PARKING AREA SPECIFICATIONS**

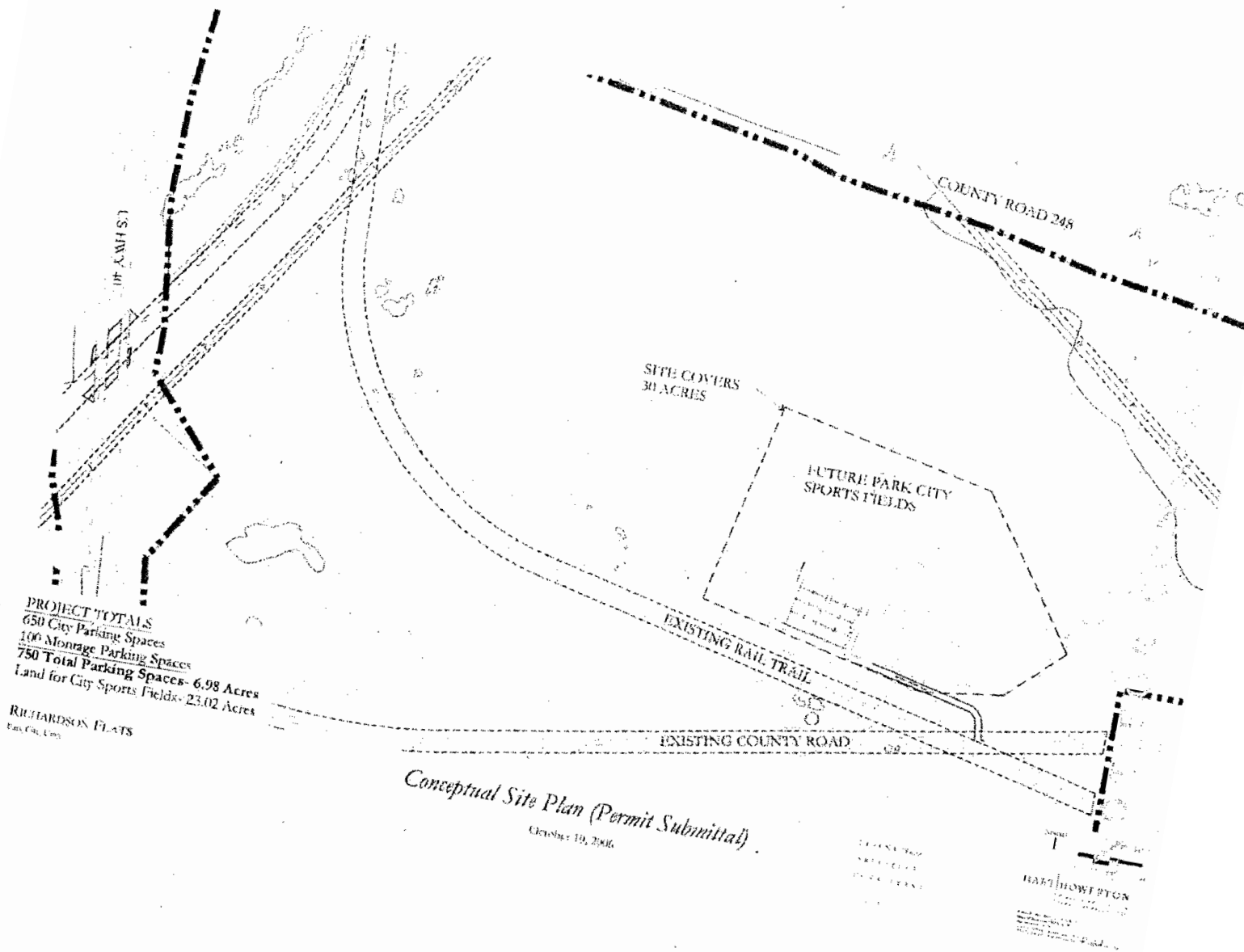
Talisker or United Park City Mines Company will provide the City with fee title (unless the City otherwise agrees to a long term lease) to 30 acres at Richardson Flats (map attached). The use of this land is provided on the basis that it will be only for ball fields or similar recreational spaces (and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

Additional specifications are as follows:

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

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





*Conceptual Site Plan (Permit Submittal)*

October 19, 2006

## THE VILLAGE MPD APPLICATION

This application consists of all of the remaining development within Pod A<sup>2</sup>. This MPD establishes building height, volumetrics, and assign units and Unit Equivalents within Pod A and establish the remaining units available for consideration by the Commission in the Pod B2 MPD.

### Summary of Proposed and Approved Development

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

### Development Summary Table

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

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

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



## Planning Commission Staff Report



**Author:** Brooks T. Robinson  
**Subject:** Village at Empire Pass,  
Master Planned Development  
**Date:** July 28, 2004  
**Type of Item:** Administrative

**PLANNING  
DEPARTMENT**

### **Summary Recommendations:**

The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval.

### **Topic**

**Applicant  
Location**

**United Park City Mines / Talisker Corp.  
Village at Empire Pass (formerly known as Flagstaff  
Mountain Resort)**

**Zoning**

**Residential Development (RD) as part of the Flagstaff  
Master Planned Development (MPD)**

**Adjacent Land Uses**

**Deer Valley Resort ski terrain, State Route 224**

### **Background**

On June 24, 1999, Council adopted Ordinance 99-30 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement (99-30) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

During the Olympic break a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33 foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

1. The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and
2. Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

### **Proposal**

The applicant seeks Master Planned Development (MPD) approval for the Mountain Village (Pods A, B-1, and B-2), now called the Village at Empire Pass. Pod B-1 was previously approved in May 2002. B-2 is not far enough along in the planning process to have a clear idea of that part of the development. However, residual units and unit equivalents remain for a future B-2 MPD.

The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.
- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

On May 22, 2002, the Planning Commission approved an MPD and final plats for portions of the Mountain Village including:

<b>Lot</b>	<b>Unit Equivalents</b>	<b>Actual Units</b>	<b>Acres</b>
Ten single family homes	Does not count towards 705 total		6.40 acres in Pod B-1



A: Empire Day Lodge	None currently. Commercial activities outside of Day Skier use may require use of Commercial UEs.		1.33 acres in Pod B-2
B: PUD-style homes	27 UEs	18	16.99 acres in Pod B-1
C: Ironwood Townhomes	37.5 UEs	25	3.63 acres in Pod B-1
D: Building H	33 UEs plus 1UE Support Commercial	22	1.34 acres in Pod A
Larkspur Townhomes (currently approved is a tri-plex and a duplex)	7.1 UEs or 14,052 sf	5	Pod A
Paintbrush PUD-style SFD	18.1 UEs or 36,139 sf	7	Pod A
<b>TOTAL: 77 units (10 SFD homes do not count towards total)</b>	<b>123.7</b>	<b>77</b>	<b>28.35 acres outside of Pod A</b>

Proposed Pod A Village (excludes Building H which is in Pod A; includes already approved Paintbrush and Larkspur units)

Lot	Unit Equivalents	Actual Units	Units as PUDs	Single Family
Buildings 1-9	225.6 UEs	217 Units		
PUD-style	85.4	30	30	
Townhomes	64	51	8	
Banner SFD				6
<b>Total</b>	<b>375</b>	<b>298</b>	<b>38</b>	<b>6</b>

## Analysis

### Master Planned Development Review

Staff has performed a final review of the proposed Master Planned Development per the Land Management Code Section 15-6-5: Master Planned Developments–MPD Requirements.

### Length of Approval

Construction of the approved MPD will be required to commence within two (2) years of the approval date. After construction commences, the MPD remains valid as long as it is consistent with the approved MPD and any phasing plan.

### MPD Modifications

Substantive changes to the MPD require a subsequent Planning Commission review and approval of the MPD and Development Agreement.

### Site Specific Approvals

Conditional use permit approval including a specific density (square foot) allocation will be required prior to the construction of the PUD-style single-family units and the multi-family units. No conditional use permit is required for the proposed 6 single-family lots. Approval and recordation of the subdivision plat, as well as City Engineer approval of all public improvements is necessary prior to construction of the proposed subdivision.

### Density

With the current approvals noted above, Pod A and the development parcel of Pod B-2 outside of the Empire Day Lodge is limited to 55.65 acres, 393 residential units and 563.3 Unit Equivalents. Pod A has 34 units (9 PUDs, 3 townhomes, and 22 condo-lodge units in Building H) already approved of the 306 residential units that are required to be in Pod A. Proposed for Pod A is 321.5 Units, which includes the 34 units, leaving up to 105.5 units unallotted. In addition, the remaining 6 single-family lots of the 16 allowed in the Village are proposed in Pod A.

### Marsac Claim/Mayflower

Please refer to the July 14, 2004 report for discussion on the Marsac Claim and Mayflower holdings. The Court issued a ruling in the partition case between Mayflower and Unite Park. Staff will update the Commission as necessary, but it does not impact this application or approval.

### Pod B-1

The density table allocates 90,000 square feet or 45 Unit Equivalents to Lot C. The previous MPD approval for these 18 PUD-style homes allocated 27 UEs to this lot, with each unit being up to 5,000 square feet. The footprints and sections that were reviewed by the Planning Commission were concepts of 5,000 square foot units. An amendment to the MPD will be required to adjust this number, however the density table recognizes that up to 90,000 square feet may be assigned to Lot C.

### Pod B-2

The developer is unsure what this last development piece may look like. Several alternatives were presented in the Planning Commission binder. An MPD will be required when a UPK has a better idea of how this pod will develop. This MPD approval only applies to Pod A.



### Setbacks

The LMC requires a minimum 25-foot setback around the exterior boundary of a master planned development. The proposed Village MPD complies with this standard. Within the Village, the Planning Commission may reduce the RD zone setbacks. Exhibit 10 (Setback Exhibit) shows potential areas for setback reductions based on the conceptual site plans. Specific setbacks will be considered during the Conditional Use Permit process.

### Open Space

The Development Agreement limits the overall development to 147 acres out of the 1,655-acre project area. The 88% open space provision exceeds the normal 60% open space requirement set forth in the LMC. Within each of the pods, Conservation Easements will be placed on several lots to restrict development on platted lots. Staff finds that this restriction is consistent with the development acreage restriction and will not count the Conservation Easement areas as part of the development acreage.

### Off-Street Parking

The Parking and Transit Management Plans (adopted by the Planning Commission on October 24, 2001) establish specific parking requirements for the project area that include a 25% parking reduction from the normal LMC requirements for multi-family and commercial units. Parking for all single-family and PUD-style single-family units will meet or exceed the two-space/unit requirement. Specific parking requirements for the multi-family units and any commercial area will be subject to more specific analysis during the subsequent conditional use permit review process.

### Building Height

The single-family (both PUD and non-PUD) and townhouse units will be constructed pursuant to the 33' RD-zone height limitation. Height exceptions are being requested for the nine stacked-flat condo-lodges including the Empire (Alpine) Club. The applicant's request and discussion of the four required findings for additional height are discussed in the Volumetrics Analysis section of the application binder. The Planning Commission gave a final review of the Visual Analysis and building heights at the July 14, 2004 hearing and preliminarily determined the proposed heights comply with these criteria.

The LMC grants the Planning Commission the authority to allow additional building height based upon site-specific analysis provided the Commission can make the following four findings. The findings are listed below with Staff comments.

**1. The increase in building height does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.**

**Complies.** In January 2002, a Planning Commission subcommittee and staff met with the applicant over the course of several meetings to review a base zone height analysis of the Flagstaff Mountain Resort (now Empire Pass) project. The

analysis was conducted to determine whether or not the density authorized in Development Agreement and Large-Scale MPD could be designed to meet the RD District 33-foot building height limits. Based on this analysis, it was determined that the Mountain Village area (Pods A, B-1, and B-2) could be designed utilizing 2-3 story, relatively-flat roof structures (4:12 roofs) and meet all necessary LMC height, setback, and facade shift requirements without the necessity of height exceptions. The result of such a design approach to the Mountain Village would be significantly greater site disturbance and loss of significant areas of vegetation. At the March 27, 2002 meeting, the Planning Commission reviewed the analysis and concluded that additional building height could be considered for multi-unit dwellings provided that proposal was consistent with the LMC.

Consistent with the base zone height analysis previously reviewed by Staff and the Planning Commission, the proposed buildings 1-9 volumetrics result in a unit count and overall square footage consistent with the density assigned to the Mountain Village area pursuant to the Development Agreement and Large-Scale MPD approval. Therefore, there is no increase in density or square footage as a result of the height increase. The additional height is also offset by increased setbacks that offer opportunities for greater landscape buffers to be established. The proposed roof design, including pitched roofs that step with grade, are consistent with LMC Architectural Design Guidelines, suggestive of pitched/sloping roofs found on historic mine structures originally located in the area, provide increased vertical breaks in the building mass, and increased architectural interest beyond that provided by a relatively flat roof building.

**2. Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.**

**Complies.** No structures currently exist on the neighboring properties. Townhouses and Single Family/PUD-style units are proposed to the south, east and west of the nine building core. The conceptual site plan is designed to orient the multi-family units to the central ski run and to mountain views to the west and east.

**3. There is adequate landscaping and buffering from adjacent properties and uses. Increased setbacks and separations from adjacent projects are being proposed.**

**Complies.** The proposed building exceeds the RD District setback requirements. The setback requirements of the RD District are 20 feet for front yards, 15 feet for rear yards, and 12 feet for side yards. The proposed setbacks are 25-55 feet for the front yard setback, 15-25 feet for the rear setback, and 15-30 feet for the side yard setback. Staff finds that sufficient building separation between each



structure is provided. A specific landscaping/buffer plan will be required as part of the conditional use permit review for each of the nine buildings.

**4. The additional building height has resulted in more than minimum open space required and has resulted in the open space being more usable.**

**Complies.** The Mountain Village design clusters the majority of the Empire Pass density into Pods A, B-1, and B-2 in exchange for larger areas of project open space. The LMC requirement for MPD open space is 60%. Approximately 88% open space is provided pursuant to the Development Agreement. The bulk of the project open space is utilized for passive recreation areas, trails, ski terrain and improvements, wildlife areas, and sensitive terrain preservation.

In addition to the criteria outlined above, the Planning Commission subcommittee identified several vantage points during the Olympic break that are to be used during MPD and subsequent PUD reviews. The vantage points include views from King Road, two points from Stein Eriksen Lodge, the Marsac Building, Guardsman Road/Guardsman Road Connection intersection, the Daly West head frame, and American Flag Subdivision. A visual analysis of the Village from these vantage points has been included with this report as an attachment. As demonstrated by the visual analysis, the nine buildings are partially visible from the subcommittee's vantage points, but are mitigated by the current and potential tree canopy and the backdrop of the mountains behind. The buildings do not break any significant ridgelines.

#### Site Planning

The nine site planning criteria outlined in the LMC are intended to promote overall design that incorporates the development into the site's natural characteristics. Generally, the location of the proposed development parcels is consistent with the development pods approved as part of Development Agreement and Large-Scale MPD which clustered the development onto less-steep terrain and in the least visually sensitive areas. The open space areas designated in the Development Agreement are respected with this plan.

#### Roads

The roadway system has been reviewed by staff and is much preferable to the previous configurations. Three roads plus a frontage road on the north end townhouses serve Pod A. The previous configuration had dead-end cul de sacs serving the interior larger buildings. The present configuration allows for greater tree buffer along Marsac Avenue and reduced grading. However, a cul de sac in excess of 650 feet is created in the southwest quadrant. This is in conflict with the general policy and subdivision code of the City to limit the length of dead-end roads. The Chief Fire Marshall finds the plan to comply with the necessary standards for fire access and safety. The end of the cul de sac continues as an emergency access point as part of the Emergency Response Plan. The Commission reviewed this issue at the work session of April 14, 2004 and was

accepting of the Fire Marshall's recommendation. Approval of the proposed cul de sac will require a specific finding of the Planning Commission.

#### Trails

Existing and new trails are accommodated with the proposed plan. All "back-country" work is to be coordinated with the Mountain Trails Foundation. The proposed trail work is consistent with the Trails Master Plan adopted by the Planning Commission on October 24, 2001.

Overall pedestrian circulation is outlined in the applicant's packet. The internal pedestrian paths are intended to keep users off the roads as much as possible and to link the Empire Club with the outlying areas. There may be instances, particularly at the north and south ends, where sidewalks along the streets would be required in order to meet the subdivision regulations. The Planning Commission discussed this issue on April 14, 2004 and agreed to waive this requirement. Snow storage, landscaping, recycling, delivery access, and ADA access for multi-family units will also be analyzed during the subsequent conditional use permit process.

#### Landscape and Streetscape

Landscaping, streetscape, and lighting will be reviewed for the multi-family and PUD-style single-family lots during the subsequent conditional use permit process. The applicant will need to clarify the amount and type of street lighting proposed along the residential streets. The lighting must comply with the City Engineer's specifications, the Municipal Lighting Code, and the Design Guidelines adopted by the Planning Commission on October 24, 2001. All streetlights will be privately maintained. Staff has added a Condition of Approval that each CUP application include a preliminary landscape plan with water-efficient irrigation systems.

#### Sensitive Lands Compliance

The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD and annexation; however, the locations of the development pods are based on Sensitive Lands principles.

#### Employee/Affordable Housing

Pursuant to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, 15 employee/affordable housing units are required to be constructed or in-lieu fees paid with the Certificate of Occupancy of 150 Unit Equivalents. Review of the employee housing units and specific conditions of approval will take place during the conditional use permit review process.

**Recommendation:** The Planning Department recommends the Planning Commission re-open the public hearing and take public comment. Staff has prepared Findings of Fact, Conclusions of Law and Conditions of Approval for the Village at Empire Pass as follows:



## Findings of Fact

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-used development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2, and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
4. The Development Agreement limits development in Pods A, B-1, B-2 to:
  - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
  - no more than 75,000 square feet of resort support commercial; and
  - a maximum 35,000 square foot day skier lodge in Pod B-2.
5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:
  - Mine/Soil Hazard Mitigation
  - Architectural Design Guidelines
  - Transit
  - Parking
  - Open Space Management
  - Historic Preservation
  - Emergency Response
  - Trails
  - Private Road Access Limitations
  - Construction Phasing
  - Infrastructure and Public Improvement Design
  - Utilities
  - Wildlife Management
  - Affordable Housing
6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.

7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 Unit Equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.
8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.
9. The 14 technical reports/studies, along with the Land Management Code and the Development Agreement (99-30) form the standards which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.
10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B) Volumetric Analysis (dated July 5, 2004, Exhibit D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), and Supplemental Plans including Building Height Diagram, Vegetative Buffer, Trails, and Construction Sequencing (Exhibit H). Together with the Site Plans dated July 21, 2004 (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD.
11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.
12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.
13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.
14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count towards the PUD limit of 60.
15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for Six (6) single-family homes.
16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count towards the development acreage.
17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.



18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over length cul de sac.
20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June June 15, 2004.
21. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof).
22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.
23. The applicant has requested additional building height for the structures proposed as Buildings 1-9, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.
24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.
25. Proposed Buildings 1-9 has been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.
26. The site plan for proposed Buildings 1-9 on includes adequate landscaping and buffering from adjacent properties and uses.
27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.
28. An MPD for pod B-2 will be reviewed under a separate MPD application.

### **Conclusions of Law**

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code;

2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code;
3. The MPD, as conditioned, is consistent with the Park City General Plan;
4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission;
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
7. The MPD, as conditioned, is Compatible in use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility;
8. The MPD provides amenities to the community so that there is no net loss of community amenities;
9. The MPD, as conditioned is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site:
11. The MPD, as conditioned promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and,
12. The MPD has been noticed and public hearings held in accordance with this Code.
13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

### **Conditions of Approval**

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.



2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.
3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
4. If and when the realigned Guardsman road is dedicated to the City, the Developer will execute an encroachment agreement, in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.
5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.
6. The proposed over-length cul de sac that ends in the six single family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot wide all-weather surface road.
7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.
9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended,

### **Exhibits**

- A – Master Plan Development Project Description (8 pages)
- B – Supplemental Project Description and Conditions (3 pages)
- C - Conceptual Plans (10 pages)
- D – Volumetric Analysis (3 pages)
- E – Volumetrics, Buildings 1-9 (19 pages)
- F – Visual Analysis (5 pages)
- G – Architectural Character (6 pages)
- H – Supplemental Plans

The Belles at Empire Pass Homeowners Association

January 24, 2024

Mr. John Shirley  
Think Architecture  
7927 South, High Point Pkwy Suite 300  
Sandy, UT 84094

RE: Belles at Empire Pass Unit 3, 49 Silver Strike Trail Plat Amendment Approval

Dear Mr. Shirley,

Thank you for spending the time to educate The Belles at Empire Pass HOA Board ("HOA Board") on your plat amendment approval request regarding Unit 3 at the Belles. The time that you and Doug Berman spent presenting your plan to the HOA Board and the homeowners who attended the annual meeting was helpful to our understanding of your plat amendment request.

We understand that the lot at 49 Silver Strike Trail (Unit 3) had a restriction on the plat, which blocked the exempt square footage below grade. The exemption hinders a home built into a hillside. The proposed gross floor area for the home with the requested approval fits within the plat allowance for above grade area. Based on your explanation, the HOA Board is comfortable with the objective of better utilizing the below grade space in the plat amendment request. Having also heard broad based support regarding the plat amendment from the homeowners that attended the annual meeting, the HOA Board voted unanimously to support the Berman's request to amend the plat.

I want to thank you again for your work with the HOA Board and wish you and Doug the best of luck on the new project. It will be nice to have the Bermans back at The Belles. Feel free to contact me or Joe McGrath, President of the HOA Board, with any questions.

Respectfully,  
Teri Hoenstine, Senior HOA Manager  
On behalf of The Belles at Empire Pass HOA Board



Timestamp	Do you agree?	Please enter your name (First Last)	Please enter your unit address (or address)	Please Initial	Please enter today's date
4/9/2024 14:55:29	Yes	Douglas berman	49 silver strike trail	Db	4/9/2024
4/11/2024 9:01:12	Yes	Joe Mulvehill	59 silver strike trail	Jjm	4/11/2024
4/11/2024 16:45:29	Yes	Andrew Cavenagh	32 Silver Strike Trail	AC	4/11/2024
4/16/2024 12:36:54	Yes	JJ Bienaime	14 Silver Strike	JJB	4/16/2024
4/17/2024 9:03:13	Yes	ping li	belles #15	pl	4/17/2024
4/17/2024 17:23:58	Yes	Blake Wilson	20 Silver Strike Trail	BW	4/17/2024
4/22/2024 13:28:55	Yes	Mark Zytke	40 Silver Strike Trail	MZ	4/22/2024
4/22/2024 13:46:09	Yes	Michael O'Sullivan	58 Silver Strike Trail	MO	4/22/2024
4/22/2024 14:04:05	Yes	Will Withington	46 Silver Strike Trail	WW	4/22/2024
4/22/2024 18:46:55	Yes	JAMES FURYK	83 SILVER STRIKE TRAIL	JF	4/22/2024
4/23/2024 12:03:35	Yes	Joseph McGrath	77 Silver Strike Trail	JPM	4/23/2024
5/2/2024 18:20:45	Yes	Lee Landrum	71 Silver Strike Trail, Park City, UT 840	LRL (already checked "yes")	5/2/2024

EMPIRE PASS  
DESIGN REVIEW BOARD

April 3, 2023

Mr. John Shirley  
Think Architecture  
7927 South, High Point Pkwy Suite 300  
Sandy, UT 84094

RE: Belles at Empire Pass Unit 3, 49 Silver Strike Trail  
DRB Final Approval

Dear Mr. Shirley

Thank you for your application regarding Belles at Empire Pass, Unit 3 to the Empire Pass Design Review Board (the DRB) requesting Final Design Approval. At the April 3, 2023 meeting, the DRB reviewed the plans dated March 27, 2023 and granted Final approval with the following conditions:

1. Final approval is based off plans dated March 27, 2023.
2. The applicant to provide cut and fill calcs.
3. Applicant to verify if the driveway will be heated. If heated, the contractor will need to install the EPMOA approved drain to avoid icing on the road.
4. There are 3 feet overhangs on the sides and back into the BE and a 5 foot overhang on the front elevation.
5. The applicant has shown the original BE and proposed BE on the site plan, with the same square footage of 7,042.
6. Silver Strike Trail is a 10% grade leading to the driveway. The first 20 feet of the driveway is 5% and last 20 feet is between 3-4%. The maximum grade of the driveway is 5% and the width is 20 feet.
7. The concrete driveway color is shown on the exterior materials sheet and appears to be a tan color consistent with Empire Pass.
8. The exterior materials color board is provided and appears consistent with Empire Pass.
9. There is a lot of house on this lot. The applicant has shown the setbacks and envelope per City regulation. The LOD will most likely be the entire site and the existing evergreen shown to be saved will most likely not survive.
10. The utility trenching locations to the house, except water, are shown and appear fine.
11. All retaining wall heights are 6 feet except for one. There is a 7 foot wall on the back of the house.
12. The roof pitches range from flat to 4:12. The provided fog study shows the heights below 28 feet and the 33 feet maximum.
13. House square footage is approximately 7,000 square feet.
14. There do not appear to be any windows that exceed 50 square feet in size.
15. The DRB should discuss minimal exterior lighting on the electrical plan with the applicant.
16. A construction mitigation needs to be submitted. Applicant should keep all construction mitigation inside the LOD.
17. There is a landscape plan included for the DRB to review. There are trees planted very close to the road and the EPMOA is not responsible for any damage from salt or snow plowing efforts.



EMPIRE PASS  
DESIGN REVIEW BOARD

18. Applicant understands the plat designates no more than 5,000 square feet can be irrigated. The DRB reserves the right to require additional landscaping to any approved landscape plan.
19. Resolve all drainage issues, verify utility stub locations with engineer of record prior to start of construction.
20. Applicant understands that no faux or manufactured materials may be used as finished exterior product, faux stone, bare concrete, vinyl siding, etc.
21. Applicant understands that the home is subject to City approvals beyond any approval of the DRB.
22. Applicant to submit 2 separate Improvement Location Certificates (ILC) prepared by a licensed surveyor to confirm the height and location of the foundation and that the ridge heights are consistent with the DRB approval.
23. In order to maintain the integrity of the Guidelines and encourage the continuity of a cohesive design aesthetic at Empire Pass, this Final approval will expire one year from the date of ARC approval if no construction activity has occurred or progressed. Applicant will be required to return to the ARC for a renewed approval of Final plans.
24. Applicant to provide an electronic stamped PCMC set prior to scheduling a pre-construction meeting.
25. Upon DRB approval of the Working Drawing submittal and prior to start of construction activity, the applicant shall submit a compliance deposit and schedule a pre-construction conference as outlined in Section 6.0 of the Guidelines.
26. Applicant understands after final DRB plan review that any exterior changes to the final approved plans require DRB approval. If deviations to approved plans are built, please be advised the DRB may request any changes be re-done to reflect the approved plans at the cost of the owner.
27. Applicant understands that once construction commences, the DRB expects construction progress to remain steady and contractor must notify the DRB of any stops in construction and timeframe for when construction will resume. Failure to keep a steady building momentum may result in fines against the compliance deposit.

Again, we thank you for your Final Design submittal and look forward to working with you and your team as the process continues. Feel free to contact our office at 435-333-3700 with any questions.

Respectfully,

Trish Waterman

Trish Waterman, Empire Pass MOA Director  
On behalf of the Empire Pass Design Review Board

**Ordinance No. 11-10**

**AN ORDINANCE APPROVING THE FIRST SUPPLEMENTAL PLAT FOR  
CONSTRUCTED UNITS AT THE BELLES AT EMPIRE PASS CONDOMINIUMS,  
AMENDING UNITS 1, 2, AND 12, LOCATED ON LOT 1 AND LOT 2 OF  
THE SILVER STRIKE SUBDIVISION, PARK CITY, UTAH**

WHEREAS, the owners of the property known as The Belles at Empire Pass Condominiums Units 1, 2, and 12, have petitioned the City Council for approval of the First Supplemental plat for Constructed Units at the Belles at Empire Pass, a Utah Condominium project;

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

WHEREAS, proper legal notice was published in the Park Record and notice letters were sent to property owners according the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on February 23, 2011, to receive input on the supplemental plat;

WHEREAS, the Planning Commission, on February 23, 2011, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council held a public hearing on March 24, 2011, to receive input on the supplemental plat;

WHEREAS, it is in the best interest of Park City, Utah to approve the First Supplemental plat for Constructed Units at the Belles at Empire Pass, a Utah Condominium project to document the as-built conditions and constructed UEs for these three condominium units;

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 First Supplemental plat for Constructed Units at the Belles at Empire Pass, a Utah Condominium project 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 supplemental plat includes Units 1, 2, and 12 of the Amended, Consolidated, and Restated Condominium Plat of The Belles at Empire Pass and associated common area. The property is located on portions of Lots 1 and 2 of the Silver Strike subdivision and within Pod A of the Flagstaff Mountain Development, in an area



known as the Village at Empire Pass. The properties are addressed at 29, 39, and 32 Silver Strike Trail.

2. The property is located in the RD-MPD zoning district and is subject to the Flagstaff Mountain Development Agreement and Village at Empire Pass MPD.
3. The City Council approved the Flagstaff Mountain Development Agreement/Annexation Resolution 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities.
4. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass, aka Pod A. The MPD identified the area of the proposed condominium plat as the location for 18 PUD-style detached single family homes and duplexes.
5. On June 29, 2006, the City Council approved the Silver Strike Subdivision creating two lots of record. Lot 1 is 4.37 acres in size while lot 2 contains 1.99 acres.
6. On August 17, 2007, the City Council approved 4 units on Lot 2 as the Christopher Homes at Empire Pass Phase I condominium plat. The plat was recorded at Summit County on October 3, 2007.
7. On November 29, 2007, the City Council approved the first amended Christopher Homes at Empire Pass Phase II condominium plat creating an additional 4 units on Lot 2. The plat was recorded at Summit County on February 20, 2008.
8. On April 23, 2008, the City Council approved two more condominium units on Lot 1 of the Silver Strike subdivision as Christopher Homes at Empire Pass Phase III condominium plat. The plat was recorded at Summit County on December 1, 2008.
9. On August 28, 2008, the City Council approved the Christopher Homes at Empire Pass Phase IV plat for eight additional condominium units on Lots 1 and 2, specifically units 5/6, 7/8, 13/14, and 17/18 in duplex configurations. The plat was recorded at Summit County on November 19, 2008.
10. On December 20, 2010, the Planning Department received a complete application for an amendment to Christopher Homes at Empire Pass condominium plats Phases I, II, III, and IV. The amended plat is an amended, consolidated, and restated condominium plat of The Belles at Empire Pass that in whole supersedes, amends, replaces, and consolidates all of the Christopher Homes at Empire Pass condominium plats Phases I, II, III, and IV. The amended plat is being reviewed concurrently with this First Supplemental plat.
11. On January 21, 2011, the Planning Department received a complete application for the First Supplemental Plat for Constructed Units at the Belles at Empire Pass a Utah Condominium project amending Units 1, 2, and 12.
12. The purpose of the supplemental plat is to describe and document the as-built conditions and UE calculations for the constructed Units 1, 2, and 12 prior to issuance of a Certificate of Occupancy and to identify private, limited common, and common area for these units.
13. The supplemental plat complies with the conditions of approval of the underlying plats, namely the Silver Strike subdivision plat and the Amended, Consolidated, and Restated Condominium plat of The Belles at Empire Pass, that is being reviewed concurrently with this plat amendment. In addition, the three units are consistent with

the development pattern envisioned in the Village at Empire Pass MPD and the 14 Technical Reports.

14. Units 1 and 2 are located on Lot 2 and Unit 12 is located on Lot 1 of the Silver Strike Subdivision.
15. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. Unit 1 house size is 4,982.9 sf, Unit 2 house size is 4,999.6 sf, and Unit 12 house size is 4,984.9 sf.
16. The Flagstaff Development Agreement requires calculation of unit equivalents (UE) for these units, in addition to maximum house size. The UE formula includes all interior square footage "calculated from the inside surfaces of the interior boundary wall of each completed unit, excluding all structural walls and components, as well as all shafts, ducts, flues, pipes, conduits and the wall enclosing such facilities. Unit Equivalent floor area includes all basement areas. Also excluded from the UE square footage is garage space up to 600 square feet per unit and all space designated as non-habitable on this plat." Within the Flagstaff Development Agreement one residential unit equivalent equals two thousand square feet.
17. Unit 1 contains 6010.8 gross square feet and utilizes 3.005 UEs. Unit 2 contains 6,614.1 gross square feet and utilizes 3.307 UEs. Unit 12 contains 5,275.8 sf and utilizes 2.637 UEs. These three units utilize 8.949 Unit Equivalents of the 45 total UE allocated for the Belles at Empire Pass.
18. As conditioned, this supplemental plat is consistent with the approved Flagstaff Development Agreement, the Village at Empire Pass MPD, and the conditions of approval of the Silver Strike Subdivision.
19. The Analysis section is incorporated herein.

#### Conclusions of Law:

1. There is good cause for this supplemental plat.
2. The supplemental plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed supplemental plat.
4. Approval of the supplemental plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

#### Conditions of Approval:

1. The City Attorney and City Engineer review and approval of the final form and content of the plat for compliance with the Land Management Code and conditions of approval is a condition precedent to recording the amended record of survey.
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Village at Empire Pass Master Planned Development and the Silver Strike Subdivision plat shall continue to apply.
4. Unit 1 utilized 3.005 UEs. Unit 2 utilized 3.307 UEs. Unit 12 utilized 2.637 UEs. The



- total UEs utilized for each unit must be written on the plat under the unit name.
5. The approved maximum house size is 5,000 square feet of Gross Floor Area, as defined by the LMC. Gross Floor Area exempts basement areas below final grade and 600 square feet of garage area. Unit 1 house size is 4,982.9 sf, Unit 2 house size is 4,999.6 sf, and Unit 12 house size is 4,984.9 sf.
  6. The supplemental plat shall be recorded at Summit County as a condition precedent to issuance of a final certificate of occupancy for these units by the Park City Chief Building Official.

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

PASSED AND ADOPTED this 24th day of March, 2011.

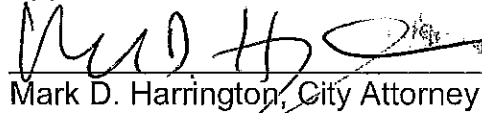
PARK CITY MUNICIPAL CORPORATION

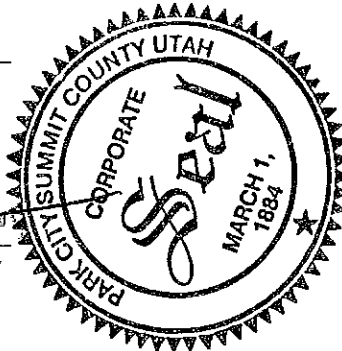
  
\_\_\_\_\_  
Mayor Dana Williams

Attest:

  
\_\_\_\_\_  
Janet M. Scott, City Recorder

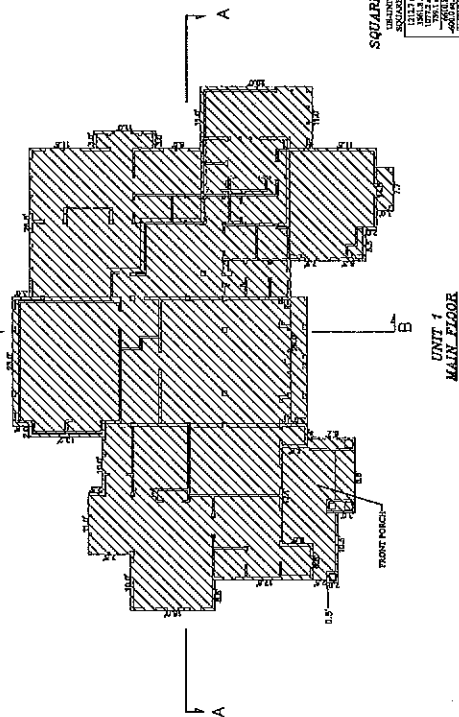
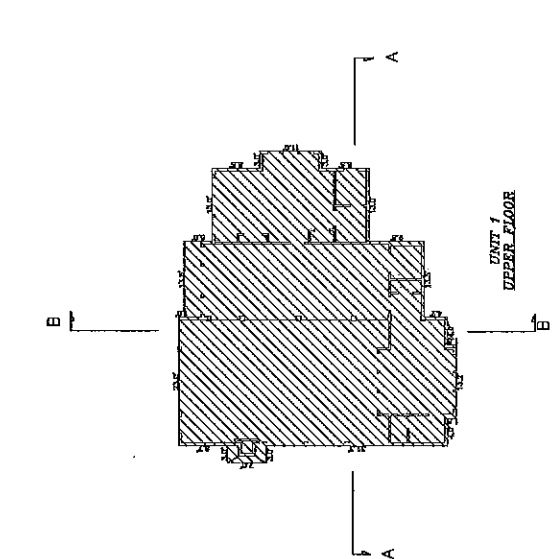
Approved as to form:

  
\_\_\_\_\_  
Mark D. Harrington, City Attorney









FIRST SUPPLEMENTAL PLAT FOR CONSTRUCTED UNITS  
THE BELLES AT EMPIRE PASS  
A UTAH CONDOMINIUM PROJECT AMENDING UNITS 1, 2 AND 12  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 3  
SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN SURVEY  
COUNTY, UTAH

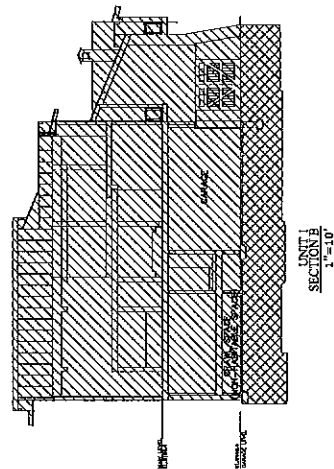
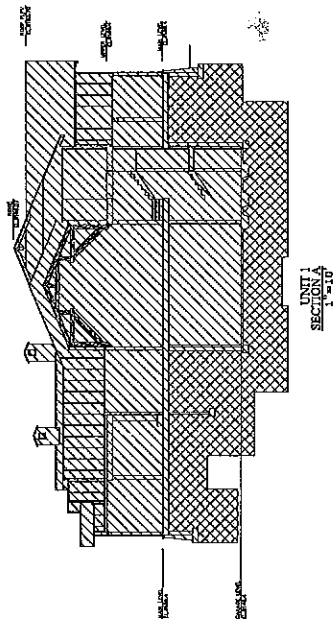
**GC SURVEYING**  
2132 West 1235 South    Lohi, Utah 84043  
801-320-8763    435-640-4200  
[www.gc-surveying.com](http://www.gc-surveying.com)

**RECORDED**

NAME OF THE PROPERTY \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 COUNTRY OF ORIGIN \_\_\_\_\_  
 DATE OF ACQUISITION \_\_\_\_\_  
 NAME OF THE DONOR \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 COUNTRY OF ORIGIN \_\_\_\_\_

## UNIT 1 SQUARE FOOTAGE CALCULATIONS

EQUILIBRIUM EQUIVALENT SQUARE FOOTAGE (SF)		GROSS FLOOR AREA (SF)	
1212.7 sq. ft. lower level		343.9 sq. ft. lower level	
3561.3 sq. ft. main level		3561.8 sq. ft. main level	
1777.2 sq. ft. upper level		1077.2 sq. ft. upper level	
7351.2 sq. ft. garage		4912.9 sq. ft. TOTAL	
600.0 sq. ft. TOTAL			
460.0 sq. ft. per 4 stories			
8010.1 sq. ft. TOTAL			
Gross Square Footage			



CONCRETE CONSTRUCTION	
	PRECAST CONCRETE
	CAST-IN-PLACE CONCRETE
	MASONRY

FIRST SUPPLEMENTAL PLAT FOR CONSTRUCTED UNITS  
**THE BELLES AT EMPIRE PASS**  
 A UTAH CONDOMINIUM PROJECT AMENDING UNITS 1, 2 AND 12  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2  
 SOUTH RANGE 4 EAST, SAGH LAKE BASIN AND MERIDIAN SURVEY  
 COUNTY, UTAH

SHEET 3 OF 7

RECORDED

DATE OF RECORDING: \_\_\_\_\_

BOOK: \_\_\_\_\_

PAGE: \_\_\_\_\_

FILE: \_\_\_\_\_

DATE: \_\_\_\_\_

RECORDED AND FILED AT THE REQUEST OF: \_\_\_\_\_

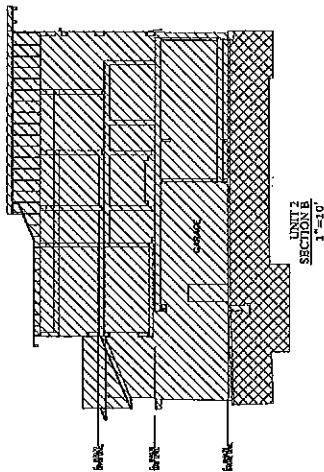
COUNTY RECORDER

**GC SURVEYING**

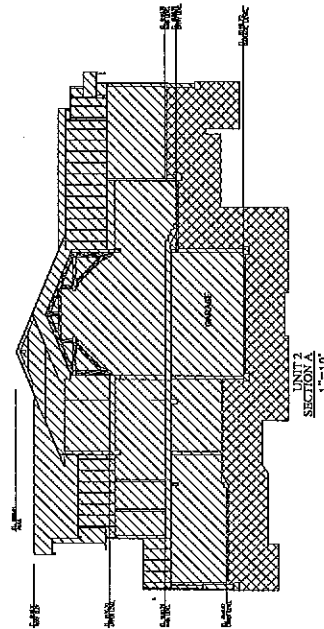
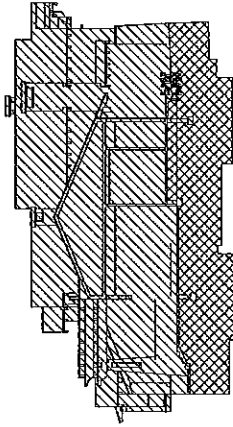
2113 West 121st South Salt Lake City 84043  
 801-520-3743 435-540-4200  
 www.gc-surveying.com



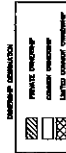




UNIT 2  
SECTION 2  
1"=10"



UNIT 2  
SECTION 1  
1"=10"



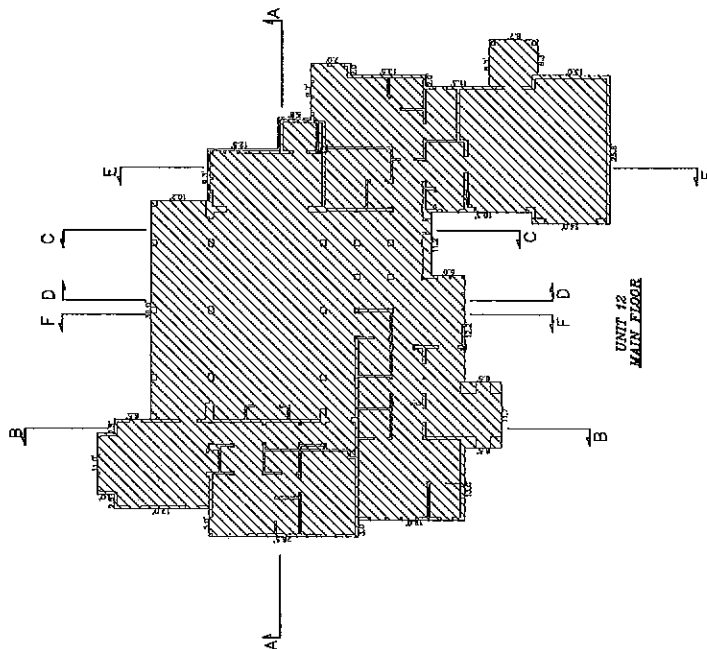
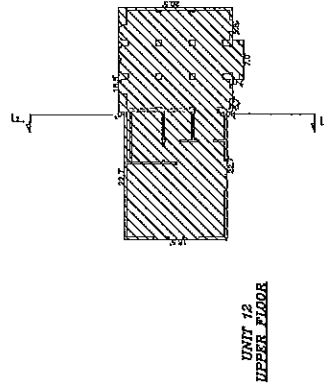
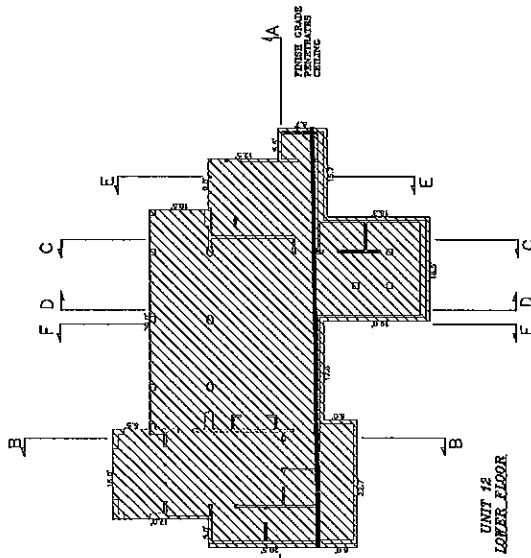
FIRST SUPPLEMENTAL PLAN FOR CONSTRUCTED UNITS  
THE BELLES AT EMPIRE PASS  
A UTAH CONDOMINIUM PROJECT AMENDING UNITS 1, 2 AND 12  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2  
SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT  
COUNTY, UTAH  
SHEET 6 OF 7

RECORDED

OWNER: GC SURVEYING, INC.  
DATE: 01/11/2011  
BOOK: 1  
PAGE: 1  
SHEET: 6 OF 7  
RECORDED AND FILED AT THE REGISTRY OF  
COUNTY CLERK

**GC SURVEYING**  
2132 West 1235 South, Salt Lake City 84143  
801-320-8763  
www.gc-surveying.com





FIRST SUPPLEMENTAL FLAT FOR CONSTRUCTED UNITS  
**THE BELLES AT EMPIRE PASS**  
 A UTAH CONDOMINIUM PROJECT AMENDING UNITS 1, 2 AND 12  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2  
 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT  
 COUNTY, UTAH  
 SHEET 6 OF 7

**UNIT 12  
 SQUARE FOOTAGE  
 CALCULATIONS**

UNIT FLOOR AREA	GROSS FLOOR AREA
12,112 sq. ft. (Main Floor)	12,112 sq. ft. (Main Floor)
3,712 sq. ft. (Upper Floor)	3,712 sq. ft. (Upper Floor)
2,112 sq. ft. (Lower Floor)	2,112 sq. ft. (Lower Floor)
<b>28,936 sq. ft. TOTAL</b>	<b>28,936 sq. ft. TOTAL</b>
28,936 sq. ft. TOTAL	28,936 sq. ft. TOTAL
12.112	12.112

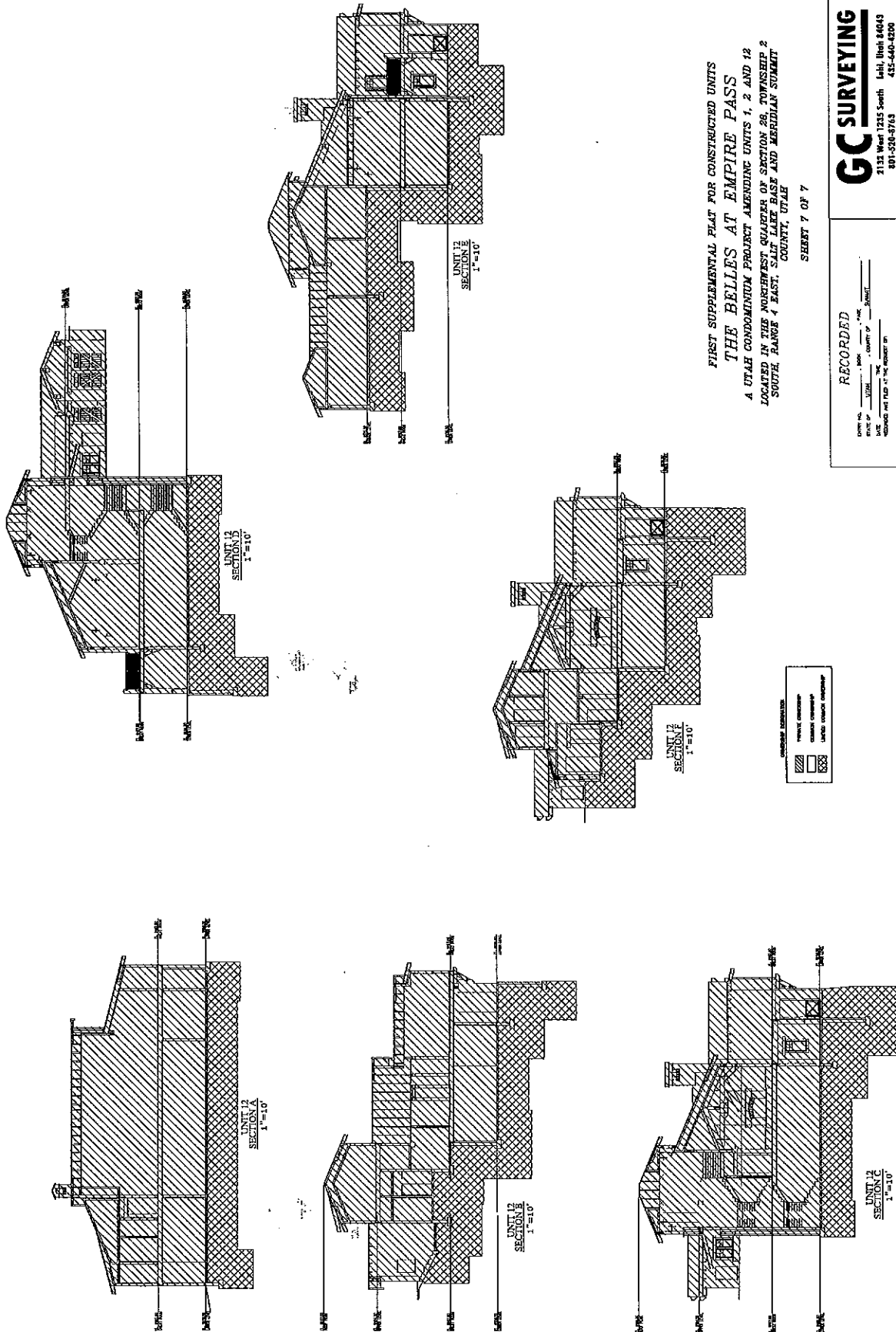
CONSTRUCTION	FINISH GRADE	CEILING	UNIT 12
FINISH GRADE	FINISH GRADE	FINISH GRADE	UNIT 12
CEILING	CEILING	CEILING	UNIT 12
UNIT 12	UNIT 12	UNIT 12	UNIT 12

**RECORDED**

UNIT NO. \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 WITNESSED AND SEALED AT THE RECORDS OFFICE  
 \_\_\_\_\_ COUNTY, UTAH

**GC SURVEYING**

2132 West 1235 South Salt Lake, Utah 84043  
 801-520-8763  
 www.gc-surveying.com



FIRST SUPPLEMENTAL PLAT FOR CONSTRUCTED UNITS  
**THE BELLES AT EMPIRE PASS**  
 A UTAH CONDOMINIUM PROJECT AMENDING UNITS 1, 2 AND 12  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2  
 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN SUMMIT  
 COUNTY, UTAH

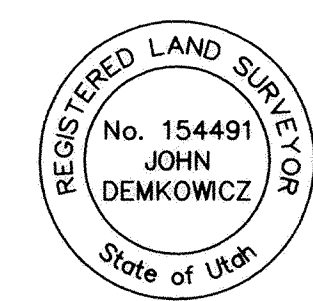
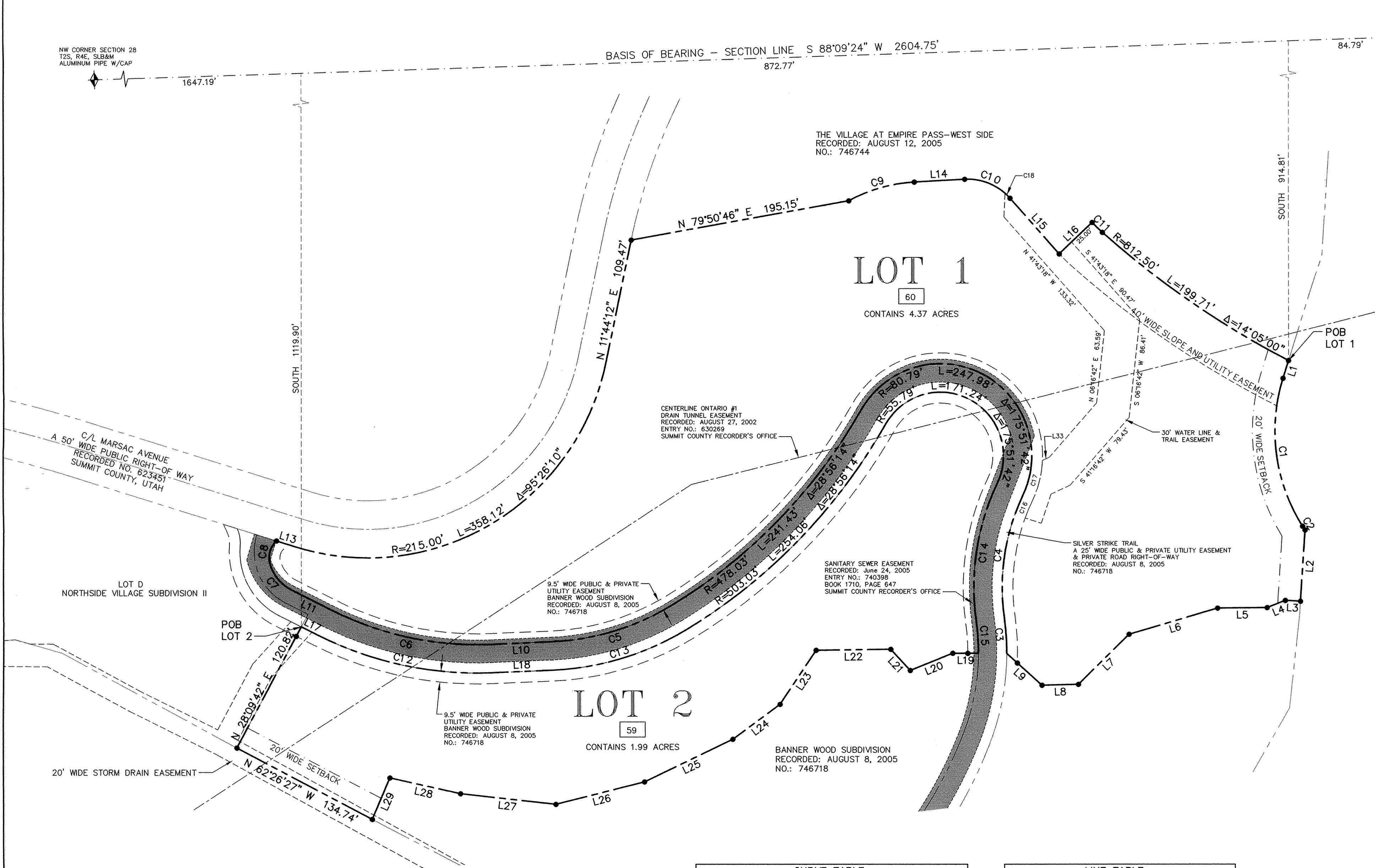
SHEET 7 OF 7

RECORDED

OWNER NO. \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 RECORDING FEE \$ \_\_\_\_\_  
 RECORDING FEE \$ \_\_\_\_\_

**GC SURVEYING**  
 2114 West 1235 South Salt Lake 84043  
 801-530-2743 435-440-0200  
 www.gc-surveying.com





**SURVEYOR'S CERTIFICATE**  
I, John Demkowicz, do hereby 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. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as SILVER STRIKE SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.  
*John Demkowicz*  
JOHN-DEMKOWICZ, L.S. #154491  
8/1/06  
DATE

**LOT 1**  
A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
Beginning at a point that is South 88°09'24" West 84.79 feet along section line and South 914.81 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the southerly right-of-way of Empire Club Drive as shown and dedicated on The Village at Empire Pass, Phase 1, recorded November 24, 2004, as #718034, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; and running thence South 17°27'15" West 16.26 feet to a point on a curve to the left having a radius of 155.00 feet, of which the radius point bears South 72°32'45" East; thence along the arc of said curve 135.08 feet through a central angle of 49°58'02" to a point of compound curve to the left having a radius of 100.00 feet, of which the radius point bears North 57°31'13" East; thence southeasterly along the arc of said curve 3.97 feet through a central angle of 02°16'20"; thence South 03°43'17" West 62.48 feet to the northeasterly corner of Banner Wood Subdivision; thence along the northerly boundary of said Banner Wood Subdivision the following seven (7) courses: 1) North 86°47'04" West 13.48 feet; thence 2) South 68°43'41" West 17.25 feet; thence 3) South 89°26'21" West 43.79 feet; thence 4) South 73°39'31" West 81.53 feet; thence 5) South 45°32'20" West 62.79 feet; thence 6) South 88°37'11" West 32.23 feet; thence 7) North 48°08'30" West 41.77 feet to a point on a non tangent curve to the left having a radius of 221.63 feet, of which the radius point bears North 89°42'15" West; said point being on the easterly right-of-way of Silver Strike Trail, thence along the easterly and northerly rights-of-way of said Silver Strike Trail the following ten (10) courses: 1) northerly along the arc of said curve 32.32 feet through a central angle of 08°21'19" to a point of reverse curve to the right having a radius of 184.75 feet, of which the radius point bears North 81°56'26" East; thence 2) northerly along the arc of said curve 108.92 feet through a central angle of 33°46'43" to a point of reverse curve to the left having a radius of 80.79 feet, of which the radius point bears North 64°16'51" West; thence 3) northeasterly along the arc of said curve 247.98 feet through a central angle of 175°51'42" to a point of reverse curve to the right having a radius of 478.03 feet, of which the radius point bears North 60°08'33" West; thence 4) southwesterly along the arc of said curve 241.43 feet through a central angle of 28°56'14" to a point of compound curve to the right having a radius of 225.00 feet, of which the radius point bears North 31°21'19" West; thence 5) westerly along the arc of said curve 113.03 feet through a central angle of 28°46'55"; thence 6) South 87°34'37" West 53.32 feet to a point on a curve to the right having a radius of 287.50 feet, of which the radius point bears North 02°25'23" West; thence 7) along the arc of said curve 145.77 feet through a central angle of 29°03'01"; thence 8) North 63°22'22" West 38.68 feet to a point on a curve to the right having a radius of 37.50 feet, of which the radius point bears North 26°37'38" East; thence 9) along the arc of said curve 30.51 feet through a central angle of 46°36'47" to a point of compound curve to the right having a radius of 20.00 feet, of which the radius point bears North 73°14'25" East; thence 10) northerly along the arc of said curve 22.32 feet through a central angle of 63°55'56" to a point on the southerly boundary of Marsac Avenue Right-of-Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded June 28, 2002, as #623451; thence along the southerly boundary of said Marsac Avenue Right-of-Way the following three (3) courses: 1) South 72°49'39" East 17.99 feet to a point on a curve to the left having a radius of 215.00 feet, of which the radius point bears North 17°10'21" East; thence 2) along the arc of said curve 358.12 feet through a central angle of 95°26'10"; thence 3) North 11°44'12" East 109.47 feet to a point on the southerly boundary of The Village at Empire Pass-West Side; thence along the southerly boundary of said Village at Empire Pass-West Side the following eight (8) courses: 1) North 79°50'46" East 195.15 feet to a point on a non tangent curve to the right having a radius of 137.50 feet, of which the radius point bears South 28°27'46" East; thence 2) easterly along the arc of said curve 60.72 feet through a central angle of 25°18'01"; thence 3) North 86°50'16" East 44.62 feet to a point on a curve to the right having a radius of 50.00 feet, of which the radius point bears South 03°09'44" East; thence 4) along the arc of said curve 44.97 feet through a central angle of 51°32'04"; thence 5) South 41°37'40" East 65.38 feet; thence 6) North 46°33'59" East 40.09 feet to a point on a non tangent curve to the left having a radius of 137.50 feet, of which the radius point bears North 46°33'59" East; thence 7) southeasterly along the arc of said curve 12.52 feet through a central angle of 05°13'06" to the left having a radius of 812.50 feet, of which the radius point bears North 41°20'53" East; thence 8) southeasterly along the arc of said curve 199.71 feet through a central angle of 14°05'00" to the point of beginning.

**LOT 2**  
A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:  
Beginning at a point that is South 88°09'24" West 957.55 feet along section line and South 1119.90 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of Lot D, Northside Village Subdivision II, recorded June 28, 2002, as #623453, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah and also being on the southerly right-of-way of Silver Strike Trail, and running thence along the southerly and westerly rights-of-way of Silver Strike Trail the following eight (8) courses: 1) South 63°22'22" East 16.74 feet to a point on a curve to the left having a radius of 312.50 feet, of which the radius point bears North 26°37'38" East; thence 2) along the arc of said curve 158.44 feet through a central angle of 29°03'01"; thence 3) North 87°34'37" East 53.32 feet to a point on a curve to the left having a radius of 250.00 feet, of which the radius point bears North 02°25'23" West; thence 4) along the arc of said curve 125.59 feet through a central angle of 28°46'55" to a point of compound curve to the left having a radius of 503.03 feet, of which the radius point bears North 31°21'19" West; thence 5) northeasterly along the arc of said curve 254.06 feet through a central angle of 28°56'14" to a point of reverse curve to the right having a radius of 55.79 feet, of which the radius point bears South 60°08'33" East; thence 6) southeasterly along the arc of said curve 171.24 feet through a central angle of 175°51'42" to a point of reverse curve to the left having a radius of 209.75 feet, of which the radius point bears South 64°16'51" East; thence 7) southerly along the arc of said curve 123.66 feet through a central angle of 33°46'43" to a point of reverse curve to the right having a radius of 196.63 feet, of which the radius point bears South 81°56'26" West; thence 8) southerly along the arc of said curve 28.67 feet through a central angle of 08°21'19" to a point on the northerly boundary of Banner Wood Subdivision; thence along the northerly and westerly boundaries of Banner Wood Subdivision the following eleven (11) courses: 1) North 89°42'15" West 22.73 feet; thence 2) South 68°07'49" West 40.54 feet; thence 3) North 42°49'03" West 25.35 feet; thence 4) South 89°15'52" West 65.99 feet; thence 5) South 33°51'58" West 57.24 feet; thence 6) South 53°39'54" West 51.74 feet; thence 7) South 64°27'48" West 86.47 feet; thence 8) South 75°58'11" West 80.73 feet; thence 9) North 83°44'55" West 84.71 feet; thence 10) North 77°28'35" West 63.81 feet; thence 11) South 23°12'27" West 39.50 feet; thence North 62°26'27" West 134.74 feet to the southeast corner of said Lot D, Northside Village Subdivision II; thence along the easterly boundary of Lot D, Northside Village Subdivision II, North 28°09'42" East 120.82 feet to the point of beginning.

LINE TABLE		
LINE	BEARING	DISTANCE
L30	S 65°16'42" W	18.46
L31	S 18°01'49" W	26.95
L32	N 71°28'11" W	15.08
L33	N 65°16'42" E	6.54
L34	N 41°16'42" E	63.59
L35	N 02°39'07" E	20.94

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C16	175.25	16.66	52°45'
C17	90.29	36.35	23°53'58"
C18	50.00	6.26	71°03'32"

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	155.00	135.08	49°56'02"
C2	100.00	3.97	2°16'20"
C3	221.63	32.32	8°21'19"
C4	184.75	108.92	33°46'43"
C5	225.00	113.03	28°46'55"
C6	287.50	145.77	29°03'01"
C7	37.50	30.51	46°36'47"
C8	20.00	22.32	63°55'56"
C9	137.50	60.72	25°18'01"
C10	50.00	44.97	51°32'04"
C11	137.50	12.52	51°32'06"
C12	312.50	158.44	29°03'01"
C13	250.00	125.59	28°46'55"
C14	209.75	123.66	33°46'43"
C15	196.63	28.67	8°21'19"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 17°27'15" W	16.26
L2	S 03°43'17" W	62.48
L3	N 86°47'04" W	13.48
L4	S 68°43'41" W	17.25
L5	S 89°26'21" W	43.79
L6	S 73°39'31" W	81.53
L7	S 45°32'20" W	62.79
L8	S 88°37'11" W	32.23
L9	N 48°08'30" W	41.77
L10	S 87°34'37" W	53.32
L11	N 63°22'22" W	38.68
L13	S 72°49'39" E	17.99
L14	N 86°50'16" E	44.62
L15	S 41°37'40" E	65.38
L16	N 46°33'59" E	40.09
L17	S 63°22'22" E	16.74
L18	N 87°34'37" E	53.32
L19	N 89°42'15" W	22.73
L20	S 68°07'49" W	40.54
L21	N 42°49'03" W	25.35
L22	S 89°15'52" W	65.99
L23	S 33°51'58" W	57.24
L24	S 53°39'54" W	51.74
L25	S 64°27'48" W	86.47
L26	S 75°58'11" W	80.73
L27	N 83°44'55" W	84.71
L28	N 77°28'35" W	63.81
L29	S 23°12'27" W	39.50

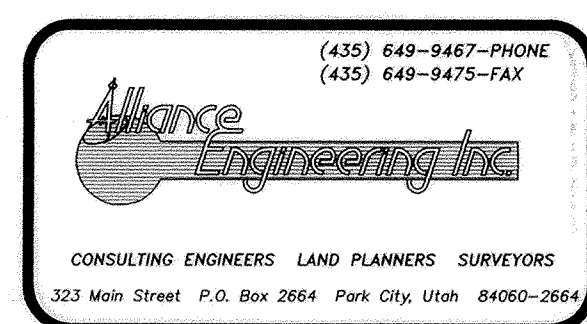
**OWNER'S DEDICATION AND CONSENT TO RECORD**  
KNOW ALL MEN BY THESE PRESENTS: that the undersigned is the Owner of the herein described tracts of land, and hereby causes the same to be designated as lots together with easements and private rights-of-way as set forth on the Plat, hereafter to be known as SILVER STRIKE SUBDIVISION. Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and dry utilities providers, a non-exclusive easement over the utility easements shown this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.  
The owner, or its representative, hereby irrevocably offers for dedication to the City of Park City all the land for local government uses, easements, required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication.  
In witness whereof the undersigned has set their hand on this 9<sup>th</sup> day of August, 2006.

FRIENDS OF BANNER WOOD, LLC, a Delaware limited liability company  
By: Park City Developers, LLC, a Nevada limited liability company, Its Manager  
By: GH Park City, LLC, a Nevada limited liability company, Its Manager  
By: The JC's Family #1 Trust Dated August 30, 2001, Its Manager  
By: John Christopher Ruhmer, Trustee

**ACKNOWLEDGMENT**  
State of Nevada ss:  
County of Clark ss:  
This instrument was acknowledged before me this 9<sup>th</sup> day of August, 2006, by John Christopher Ruhmer, the Manager of FRIENDS OF BANNER WOOD, LLC, a Delaware corporation.  
PA Cam  
A Notary Public commissioned in Las Vegas, NV  
P. A. Cam  
Printed Name  
Residing in: Las Vegas, NV  
My commission expires: Feb 1, 2010

# SILVER STRIKE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH



<b>SNYDERVILLE BASIN WATER RECLAMATION DISTRICT</b> REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION COMMISSION THIS 11 <sup>th</sup> DAY OF <u>August</u> , 2006 A.D. BY <u>Karen Boudley</u> S.B.W.R.D.	<b>PLANNING COMMISSION</b> APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 14 <sup>th</sup> DAY OF <u>JUNE</u> , 2006 A.D. BY <u>Muel Cohn</u> CHAIRMAN	<b>ENGINEER'S CERTIFICATE</b> I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 11 <sup>th</sup> DAY OF <u>NOVEMBER</u> , 2006 A.D. BY <u>Eric W. DeBlanc</u> PARK CITY ENGINEER	<b>APPROVAL AS TO FORM</b> APPROVED AS TO FORM THIS <u>29<sup>th</sup></u> DAY OF <u>November</u> , 2006 A.D. BY <u>Ray L. Mills</u> PARK CITY ATTORNEY	<b>CERTIFICATE OF ATTEST</b> I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 29 <sup>th</sup> DAY OF <u>JUNE</u> , 2006 A.D. BY <u>John M. Smith</u> PARK CITY RECORDER	<b>COUNCIL APPROVAL AND ACCEPTANCE</b> APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 29 <sup>th</sup> DAY OF <u>JUNE</u> , 2006 A.D. BY <u>Dana Williams</u> MAYOR	<b># 798134 RECORDED</b> STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Coalition Title</u> DATE <u>12-1-2006</u> TIME <u>16:48</u> BOOK <u>16</u> PAGE <u>1</u> FEE <u>\$ 62.00</u> RECORDER <u>Daniel B. Bower</u>
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NOTES:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the project's CC&Rs, Design Guidelines and other conditions imposed by the Empire Pass Design Review Board (AKA the Design Review Committee in the Design Guidelines, Exhibit 2 of the 1999 Large Scale Master Plan Development (LSMPD) for the Project). All references to defined terms in the Land Management Code (LMC) are references to the LMC in effect at the time of this plat approval. All references to defined terms in the Design Guidelines (DGs) and Emergency Response Plan (ERP) are references to exhibits to the project's 1999 LSMPD and are subject to any future revision of those documents. All Development (as defined under the LMC) is subject to the approval of both the City and the Design Review Board. Written approval by the Design Review Board must be submitted to the City with any Building Permit within this subdivision plat.

2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum RD Zone setbacks unless noted otherwise, or as restricted by ski, utility, slope or other easements.

3. Defensible Space Plan. Prior to vertical construction of residential units, a Defensible Space plan, consistent with the project Emergency Response Plan (Exhibit 7 of the LSMPD), shall be approved by the City and implemented by the developer.

4. Water Efficient Irrigation and Limited Turf. Each platted unit, when developed, must incorporate a water efficient irrigation system (to the extent an irrigation system is used), and must limit the area of turf, consistent with the Design Guidelines.

Building Approval Process

1. General Applicability of Design Review Guidelines. All Development is subject to applicable requirements of the Design Review Guidelines, and as such may be amended or superseded from time to time.

2. Building Location. The Building Location will be no greater than 10,000 sq ft. The Building Locations are established on an individual unit basis with the approval of the Design Review Board. Such approvals must be obtained prior to the issuance of a building permit. Site-specific plans must be developed within these locations and submitted to the Design Review Board, whose approval must be received before the issuance of a building permit. Any such Design Review Board approval is subject to review and approval by the Planning Department in accordance with the provisions of the LMC and applicable Design Guidelines.

3. Building Footprint and Site Disturbance. In order to encourage lower building forms, the maximum building footprint is allowed up to the total area shown within the Building Location (Design Guidelines). Second story square footage cannot be more than two thirds of the first floor. Total Limits of Disturbance cannot extend more than 20' beyond the outside walls of the building. Driveways, utility corridors, paths, drainage features, ski trails and their associated retaining structures are exceptions to this restriction. Limits of Disturbance (LMC) plans shall be submitted to the City Planning Department for review and approval. These plans must demonstrate compliance with the goal of maximum retention of Significant Vegetation (LMC) and minimization of overall site disturbance.

4. Defensible Space. Vegetation outside of the Limits of Disturbance will be managed in accordance with the Defensible Space Plan consistent with the Urban Wildland Fire Interface Code and will focus on fire hazard reduction as well as good forest health, and may not be improved for additional yard area. Removal of vegetation beyond the Limits of Disturbance will be done only by hand held equipment. All vegetation removal and management must be approved by both the Planning and Building Departments whose requirements may include that a licensed professional arborist prepare the plan.

5. Irrigated Area. Each individual unit must submit landscape plans consistent with the project's Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any unit is 5,000 square feet. This does not limit the City's ability to require additional intermittent irrigation of existing vegetation in the Defensible Space zone adjacent to the landscaped area.

6. Design Review Board Approval. The Design Review Board's review shall consist of, but not be limited to, insuring the maximum preservation of existing vegetation, minimizing grading impacts, providing for solar access and views and minimizing impacts on adjacent units.

7. Landscaping Plans. Landscaping plans are subject to the review and approval of the Design Review Board and the Planning Department in accordance with the project's Design Guidelines.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 5,000 square feet. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts and courts are not calculated in Gross Floor Area. Garages, up to a maximum area of 600 square feet, are not considered Gross Floor Area. Basement Area (LMC) below Final Grade (LMC) is not considered Gross Floor Area. The square footage of all Accessory Structures (LMC) is deducted from the house Gross Floor Area. Garage square footage in excess of 600 square feet is deducted from the house Gross Floor Area.

Limits of Disturbance and Vegetation Protection

1. Limits of Disturbance. As required by the LMC and the Design Guidelines, limits of disturbance plans must be reviewed and approved by both the City Planning Department and the Design Review Board.

2. Ski Run Vegetative Buffer. Existing Significant Vegetation (LMC) within the buffer to the ski runs must be maintained where possible. Vegetation management within the buffer and/or beyond the approved limits of disturbance on approved building plans will be maintained in accordance with good forest health practices and fire hazard reduction, but all such maintenance shall be approved by the Design Review Board, and the Park City Planning and Building Departments.

Easements and Lot Line Adjustments

1. The Empire Pass Master Association has the power to grant and convey to any third party, and Owner (Friends of Bannerwood LLC.) reserves unto itself, transferable easements and rights of way on, over, under and through (i) the area being a ten (10) foot wide strip of land immediately inside the perimeter boundary of each Unit (or wider if necessary for purpose "(a)", below), and (ii) all other areas of the Silver Strike Subdivision, including but not limited to rights of ingress and egress for the purposes of: (a) grading to accommodate the construction of platted roadways; (b) constructing, erecting, operating and maintaining lines, cables, wires, conduits or other devices for electricity, cable television, power, internet service, telephone and other purposes, public sewers, storm drains and pipes, drainage areas, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities to provide common utility service to the Declarant's Property or to the Silver Strike Subdivision; and (c) constructing, repairing, replacing, operating and maintaining hiking and biking trails, and ski trails and lifts.

2. Lot Line Adjustments. Individual lot lines are subject to adjustment as approved by the Design Review Board and in accordance with the Park City Land Management Code and applicable State law.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Master Declaration. The property and units depicted on this plat are subject to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Flagstaff, a Planned Community, recorded on December 14, 2004, as entry No. 00719855 in Book No. 01666, Pages 01054 to 01155, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

2. All conditions of the MPD continue to apply.

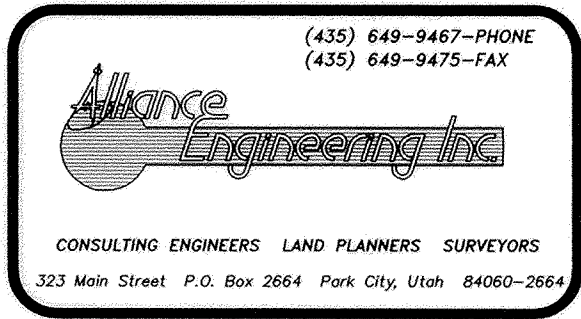
Utility Notes

1. At the time of the resurfacing of the road within the subdivision, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) Standards.

2. Private wastewater ejector pumps may be required for certain Units as determined by Park City and/or SBWRD.

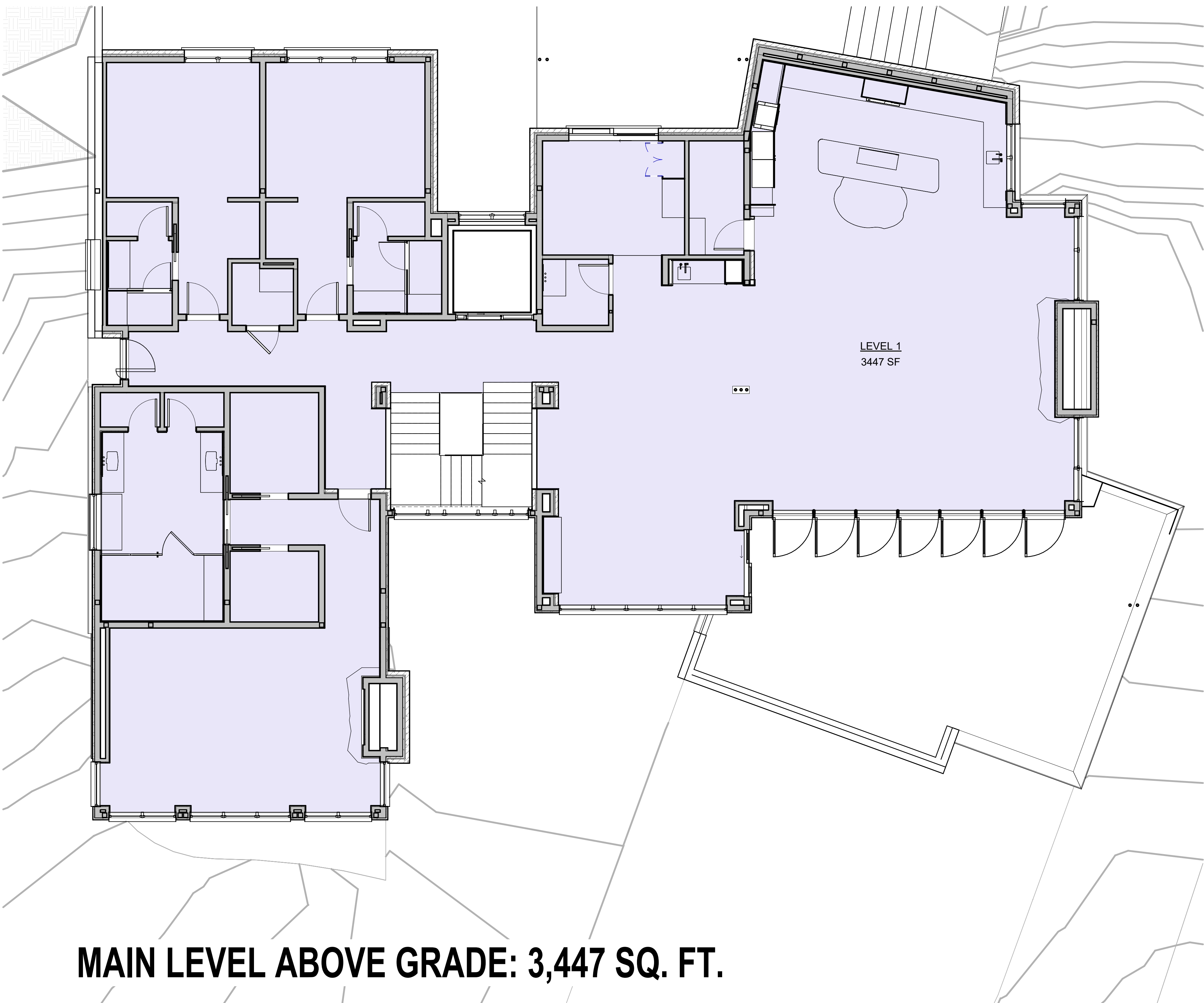
SILVER STRIKE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 28,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
PARK CITY, SUMMIT COUNTY, UTAH

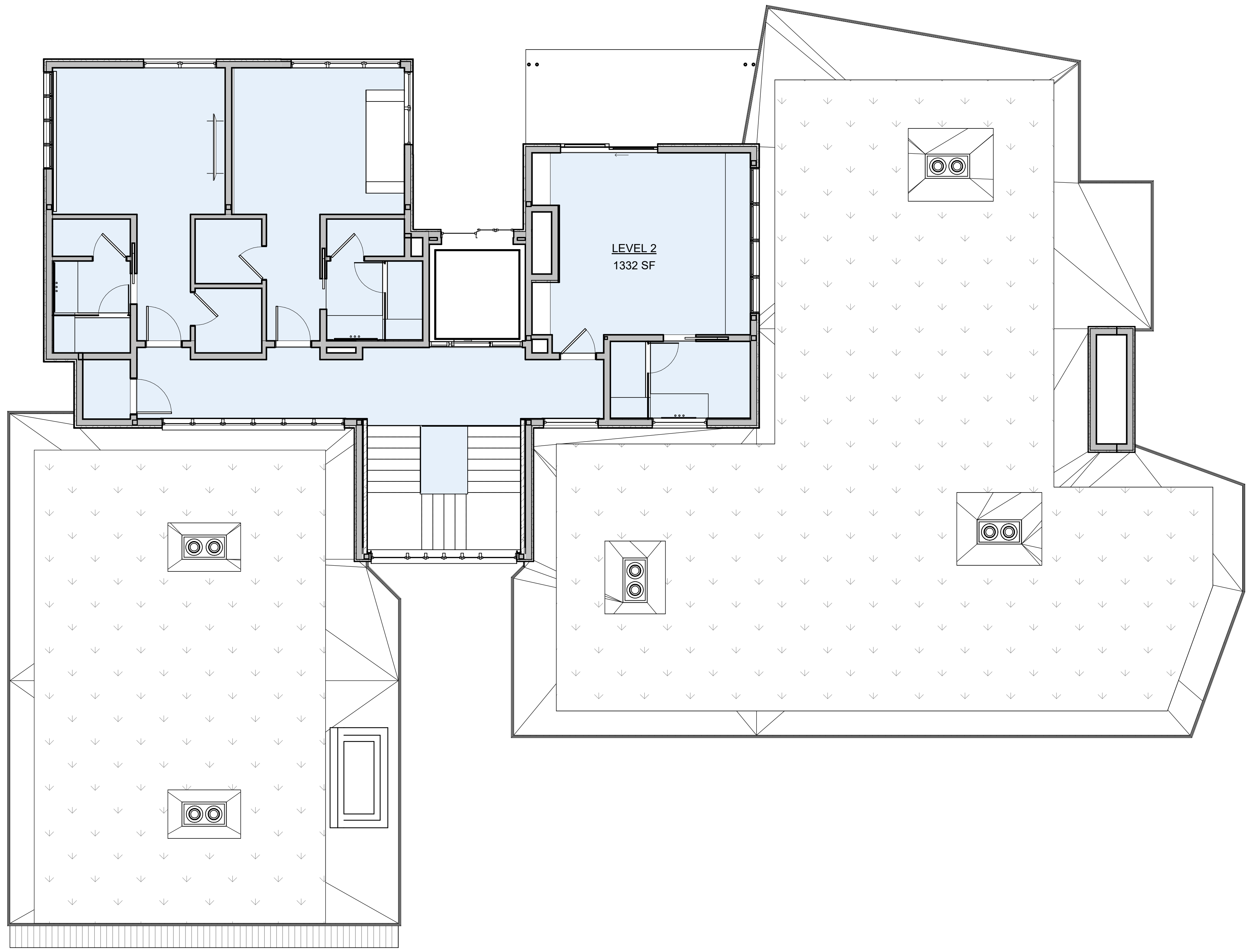


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798134		RECORDED			
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED					
AT THE REQUEST OF <i>Coalition Title</i>					
DATE <i>2-1-08</i>		TIME <i>11:28 am</i>		BOOK <i>112</i> PAGE <i>11</i>	
<i>\$62.00</i>		FEE		<i>Demetrius Boardman</i> RECORDER	





MAIN LEVEL ABOVE GRADE: 3,447 SQ. FT.



UPPER LEVEL ABOVE GRADE: 1,332 SQ. FT.

UPPER LEVELS ABOVE GRADE PLAT ALLOWANCE OF 5,000 SQ. FT.  
PROPOSED AREA OF COMBINED ON LEVELS 1 AND 2 = 4,779 SQ. FT.

REMAINING 221 SQ. FT.

PLAT NOTE "#3 THE APPROVED MAXIMUM HOUSE SIZE IS 5,000 SUARE FEET OF GROSS FLOOR AREA, AS DEFINED BY THE LMC. GROSS FLOOR AREA EXEMPTS BASEMENT AREAS BELOW FINAL GRADE AND 600 SQUARE FEET OF GARAGE AREA. IN ADDITION, UNIT 3 IS LIMITED TO A MAXIMUM OF 974 SQUARE FEET OF BASEMENT AREA."



RED AREA = BELOW GRADE  
AREA, 2,091 SQ. FT.

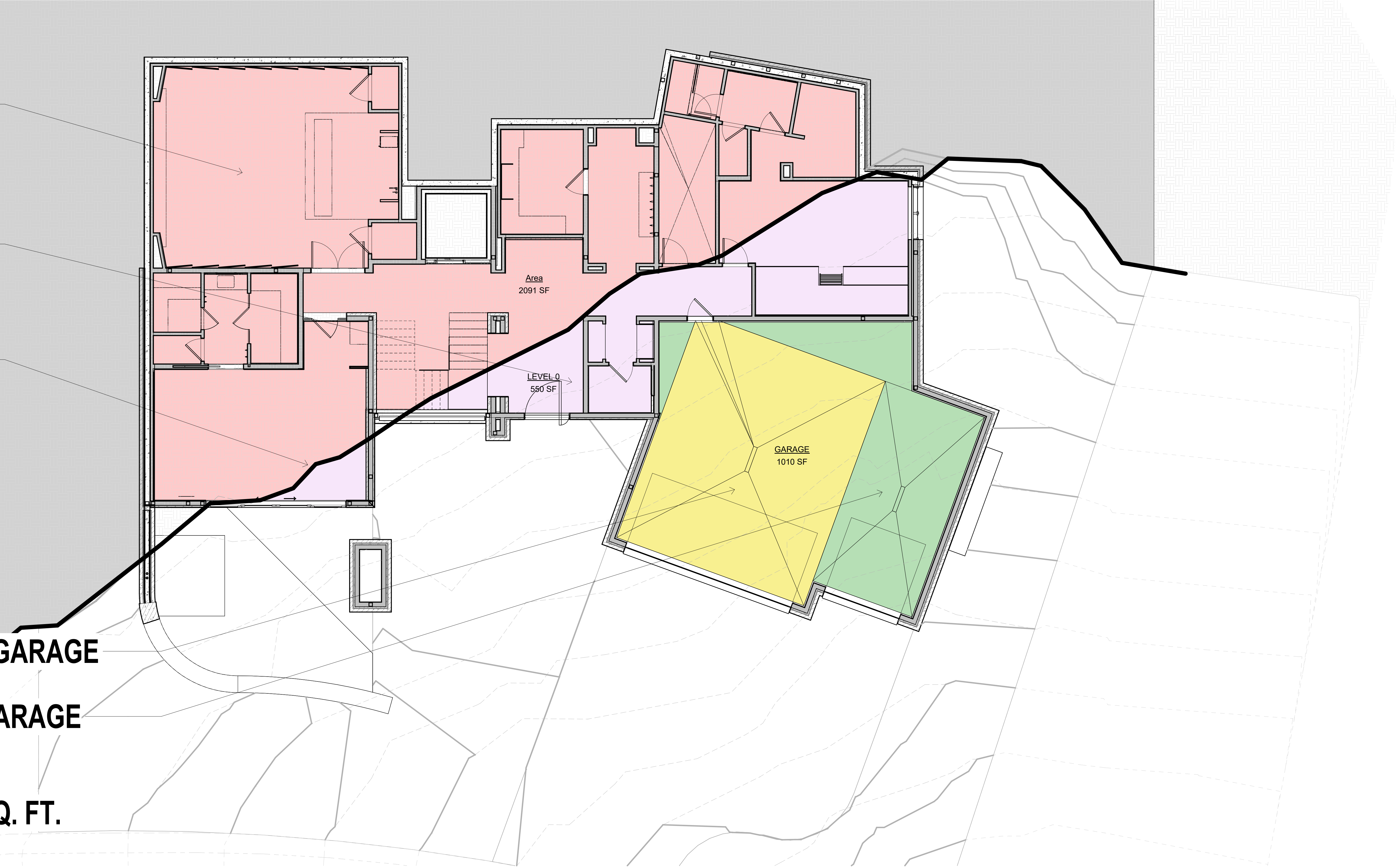
PURPLE AREA = 550 SQ. FT. OF  
BASEMENT ABOVE GRADE

LINE OF NATURAL GRADE

YELLOW AREA = 600 SQ. FT. OF GARAGE

GREEN AREA = 410 SQ. FT. OF GARAGE

AREA OF ABOVE GROUND 960 SQ. FT.



PLAT NOTE "#3 THE APPROVED MAXIMUM HOUSE SIZE IS 5,000 SUARE FEET OF GROSS FLOOR AREA, AS DEFINED BY THE LMC. GROSS FLOOR AREA EXEMPTS BASEMENT AREAS BELOW FINAL GRADE AND 600 SQUARE FEET OF GARAGE AREA. IN ADDITION, UNIT 3 IS LIMITED TO A MAXIMUM OF 974 SQUARE FEET OF BASEMENT AREA."

PROPOSED PLAT NOTE REVISION  
"#3. THE APPROVED MAXIMUM HOUSE SIZE IS 5,000 SQ. FT OF GROSS FLOOR AREA, AS DEFINED BY THE LMC. GROSS FLOOR EXEMPTS AREAS BELOW FINAL GRADE AND 600 SQUARE FEET OF GARAGE AREA. IN ADDITION, UNIT 3 IS LIMITED TO A MAXIMUM OF 974 SQUARE FEET OF ABOVE GRADE BASEMENT AREA IN ADDITION TO THE 5,000 SQ. FT. OF GROSS FLOOR AREA ON THE MAIN AND UPPER FLOORS."



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BERMAN RESIDENCE

49 SILVER STRIKE COURT  
PARK CITY, UTAH 84060

SQUARE FOOTAGE  
BREAKDOWN

D007