PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
April 23, 2025

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.
Zoom Link: https://us02web.zoom.us/j/87087333912

MEETING CALLED TO ORDER AT 5:30 PM.

1. ROLL CALL

2. MINUTES APPROVAL

2.A. Consideration to Approve the Planning Commission Meeting Minutes from April 2, 2025

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

4. PUBLIC COMMUNICATIONS

5. WORK SESSION

5.A. **10206 Twisted Branch Road – Conditional Use Permit** – The Applicant Proposes to Construct a 2,862-square-foot private Restaurant with a 2,807-square-foot patio for Outdoor Dining as Contemplated in Section 2.6 of the Amended Flagstaff Development Agreement. PL-24-06370 (20 mins.)

6. REGULAR AGENDA

6.A. **7 & 11 Red Cloud Trail – Plat Amendment** – The Applicant Proposes the Second Amended Red Cloud Subdivision Plat to Combine Lots 1 and 2 and Establish an 18,000-Square-Foot Building Envelope and a Maximum House Size of 16,000 Square Feet for the Combined Lot in the Estate Zoning District and Sensitive Land Overlay. PL-24-06354 (10 mins.)
(A) Public Hearing; (B) Action

6.B. **747 Rossie Hill Drive – Conditional Use Permit** – The Applicant Proposes a Nightly Rental Conditional Use Permit for a Single-Family Dwelling in the Historic Residential - Low Density Zoning District. PL-25-06446 (15 mins.)
(A) Public Hearing; (B) Action

6.C. **1127 Woodside Avenue – Plat Amendment** – The Applicant Proposes to Amend the Recorded Plat to Remove Plat Note 3 Establishing a Total Maximum Building Footprint of 2,100 Square Feet in the Historic Residential - 1 Zoning District. PL-24-06371 (20 mins.)
(A) Public Hearing; (B) Action

6.D. **Land Management Code Amendments:**

Radon Mitigation. Requiring construction that accommodates potential future radon mitigation systems in new buildings and additions so future owners can retrofit if high radon levels are detected (Section 15-1-10(E), Conditional Use Review Process; Section

15-6-5, Master Planned Development Requirements; Section 15-6.1-11, Affordable Master Planned Development Site Planning; Chapter 15-13, Regulations for Historic Districts and Historic Sites). PL-24-06011

Steep Slope Conditional Use Permits. Proposed amendments update criteria for retaining walls, address pools and hot tubs, and create continuity in standards for development on Steep Slopes in the Historic Residential Districts (Chapters 15-2.1 Historic Residential-Low Density (HRL) District; 15-2.2 Historic Residential-1 (HR-1) District; 15-2.3 Historic Residential-2 (HR-2) District; and Section 15-15-1 Definitions). PL-23-05673

Materials and Opacity for Residential Structures in Historic Districts. On March 5, 2025, the Historic Preservation Board forwarded a recommendation to Planning Commission and City Council to amend regulations for non-Historic Structures in the Historic Districts, removing the requirement for new buildings to be painted opaque, and establishing a process to consider materials that may be used on non-historic structures in the Historic Districts (Sections 15-11-6 Additional Duties, 15-13-2 Regulations for Historic Residential Sites, 15-13-8 Regulations for New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts). PL-25-06407

Maximum Driveway Width. Proposed amendments establish an exception to the maximum 27-foot driveway width for Single-Family Dwellings and Duplexes in non-Historic Residential Zoning Districts when needed to provide safe ingress/egress to garages and parking areas (Sections 15-3-3 General Parking Area And Driveway Standards, 15-3-4 Specific Parking Area And Driveway Standards For Single Family Residences And Duplexes, Parking Areas With 5 Or More Spaces, And Parking Structures). PL-25-06475

Changes Required to Reflect State Code Updates. Proposed amendments address Mobile Business and Food Truck land use and permitting (Title 4 Licensing, Chapters 4-9 Mobile Vendors, and 4-5 Regulation Of Specific Businesses, and Sections 15-2.5-2, 15-2.6-2, 15-2.13-2, 15-2.14-2, 15-2.16-2, 15-2.17-2, 15-2.18-2, 15-2.19-2, 15-2.22-2, Commercial and Residential Development Zoning District Uses, and 15-15-1 Definitions), adds business license review timelines for uses not defined in the code (Chapter 4-3 General Application Process), updates single-family, duplex, and townhome subdivision reviews and removes the lot line adjustment process and replaces with a boundary adjustment and boundary establishment (Chapter 15-7 Subdivisions and Section 15-15-1 Definitions). PL-24-06005, PL-25-06476
(60 mins.)

(A) Public Hearing; (B) Possible recommendation for City Council's consideration on June 5, 2025

6.E. **Appeal Authority Amendments** – Proposed Amendments to Update Section 15-1-18 Appeals Regarding Appeal Authority, Standard of Review, and Standing to Appeal. PL-25-06488 (45 mins.)
(A) Public Hearing; (B) Possible Recommendation for City Council Consideration on May 15, 2025

7. ADJOURNMENT

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

***Parking is available at no charge for 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.

PARK CITY MUNICIPAL CORPORATION
SPECIAL PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
APRIL 2, 2025

COMMISSIONERS IN ATTENDANCE: Chair Sarah Hall, Laura Suesser, Bill Johnson, Henry Sigg, Rick Shand, Christin Van Dine

EX OFFICIO: Rebecca Ward, Planning Director; Elissa Martin, Planning Project Manager; Alec Barton, Senior Planner; Virgil Lund, Planner II; Meredith Covey, Planner I; Jacob Klopfenstein, Planner I; Mark Harrington, City Attorney

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1. ROLL CALL

Chair Sarah Hall called the meeting to order at 5:30 p.m.

2. MINUTES APPROVAL

A. Consideration to Approve the Planning Commission Meeting Minutes from March 12, 2025.

MOTION: Commissioner Van Dine moved to APPROVE the Planning Commission Meeting Minutes from March 12, 2025, as presented. Commissioner Sigg seconded the motion. The motion passed with the unanimous consent of the Commission.

3. STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

Planning Director, Rebecca Ward reported that there would be two neighborhood meetings regarding the General Plan update. The Masonic Hill meeting was scheduled for Monday, April 7, 2025, in the Council chambers, and the Park Meadows meeting would be on Tuesday, April 8, 2025, at 1200 Little Kate Road.

4. PUBLIC COMMUNICATIONS

There were no public communications.

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5. CONTINUATION

A. 2060 Park Avenue (Park City Police Department) – Modification to Conditional Use Permit – The Applicant Proposes to Construct Eight Parking Spaces in the Residential Development – Medium-Density Zoning District and Sensitive Land Overlay. PL-25-06413.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Sigg moved to CONTINUE the 2060 Park Avenue Conditional Use Permit and public hearing to a date uncertain. The motion was seconded by Commissioner Johnson. The motion passed with the unanimous consent of the Commission.

B. 1127 Woodside Avenue – Plat Amendment – The Applicant Proposes to Amend the Recorded Plat to Remove a Plat Note Restricting the Total Maximum Building Footprint on the Lot to 2,100 Square Feet in the Historic Residential – 1 Zoning District. PL-24-06317.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Van Dine moved to CONTINUE the 1127 Woodside Avenue Plat Amendment and public hearing to the April 23, 2025 Planning Commission Meeting. The motion was seconded by Commissioner Suesser. The motion passed with the unanimous consent of the Commission.

C. 239 Daly Avenue – Plat Amendment – The Applicant is Proposing to Combine Several Overlapping Meets-and-Bounds Parcels as well as Lot 26, Block 73, All Into One Lot of Record in the Historic Residential-1 Zoning District for a Significant Historic Site. PL-24-06298.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Sigg moved to CONTINUE the 239 Daly Avenue Plat Amendment and public hearing to a date uncertain. The motion was seconded by Commissioner Suesser. The motion passed with the unanimous consent of the Commission.

PENDING APPROVAL

6. REGULAR AGENDA

A. 1354 Park Avenue (City Park) – Subdivision – The Applicant Proposes a Three-Lot Subdivision for City Park in the Urban Park Zoning District. PL-24-06247.

Planner II, Virgil Lund presented the Staff Report and indicated that the presentation would encompass Items 6A and 6B.

On December 11, 2024, the Planning Commission approved the Community Center Master Plan Development ("MPD"), which requires Subdivision Plat approval prior to issuance of a Building Permit. The proposed Subdivision complies with the Urban Park Zoning District requirements and all standards found in Land Management Code ("LMC") § 15-7. Planner Lund reported that there is Good Cause for the Subdivision because it creates three Lots from existing metes-and-bounds parcels, as well as a Lot for the future community center. He noted that the Applicant must obtain City Council approval of the Right-of-Way vacation prior to plat recordation.

The Applicant proposes to vacate approximately 21,000 square feet of Eastern Avenue and a 4,631-square-foot portion of Calhoun/13th Street. Park City Municipal Corporation will retain ownership. The proposed Right-of-Way vacation complies with Utah Code Resolution 8-98, and no person will be materially injured by the vacation. Staff recommended that the Planning Commission approve the proposed Subdivision based on the Final Action Letter and forward a positive recommendation for the Right-of-Way vacation to the City Council for consideration on May 1, 2025.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

In response to a question from Commissioner Van Dine, City Attorney, Mark Harrington clarified that two separate motions would be required.

MOTION: Commissioner Johnson moved to APPROVE the 1354 Park Avenue Three-Lot City Park Subdivision based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. City Park is comprised of several metes-and-bounds parcels and platted Lots owned by Park City Municipal Corporation (PCMC) and surrounded by residential neighborhoods to the south, west, and north and Poison Creek and Deer Valley Drive to the east.

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2. The Applicant proposes combining the metes-and-bounds parcels to create a three-lot Subdivision for City Park.

3. Miner's Hospital, a Landmark Historic Site on Park City's Historic Sites Inventory, and the existing Recreation Building proposed Community Center and recreation fields are within proposed Lot 1 (14.21 acres). The skate park is within proposed Lot 2 (4.18 acres), and the Mawhinney parking Lot is within proposed Lot 3 (0.87 acres).

4. A separate metes-and-bounds parcel includes 28,303 square feet (0.65 acres) of Park Avenue, unplatted and undedicated. The proposed City Park Subdivision dedicates this area as Park Avenue Right-of-Way (ROW).

5. City Park includes a basketball court, two volleyball courts, sports fields, a playground, a skatepark, and a 5,000-square-foot Recreation Building constructed prior to 1987. The Recreation Building has undergone minor remodels and improvements over the years. The facilities need comprehensive updates.

6. On December 11, 2024, the Planning Commission approved the Community Center MPD for a 15,000-square-foot Community Center at City Park to replace the existing 5,000-square-foot Recreation Building.

7. Land Management Code (LMC) § 15-6-4(I) requires the Applicant to submit a draft Development Agreement to the Planning Department for review and ratification by the Planning Commission within six months of approval. On March 12, 2025, the Planning Commission ratified the Development Agreement for the Community Center MPD and continued the public hearing for the proposed Subdivision to April 4, 2025.

8. Condition of Approval 20 from the Community Center MPD Final Action Letter states: "The Applicant shall obtain Planning Commission approval of a subdivision and record the approved subdivision with the Summit County Recorder's Office prior to building permit submittal.

9. The proposed Subdivision complies with the requirements of the Urban Park Zoning District outlined in LMC Chapter 15-2.26.

    a. The purpose of the UPZ, outlined in LMC § 15-2.26-1, is to:
        i. Promote the preservation of Historic Buildings, Structures, Sites, or Objects;
        ii. Preserve the vegetation and habitat of natural Areas;
        iii. Provide for careful review of low-intensity recreational Uses and environmentally-sensitive, non-motorized trails;

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iv. Establish and preserve districts for land Uses requiring substantial Areas of Open Space covered with vegetation that are substantially free from Accessory Buildings, Streets, and Parking Lots;
v. Permit recreational Uses and preserve recreation land;
vi. Encourage parks, golf courses, trails, and other compatible public or private recreational Uses, and preserve and enhance park amenities; and
vii. Encourage sustainability, conservation, and renewable energy.

b. The proposed Subdivision preserves and enhances park amenities, creates a Lot for the new Community Center, promotes the preservation of Miner's Hospital through the vacation of unused but platted Right-of-Way underneath and adjacent to the building, vacation of unused but platted Right-of-Way where the South End Pavilion is located, and dedicates a portion of Park Avenue as Right-of-Way.

10. The proposed Subdivision complies with the requirements outlined in LMC Chapter 15-7.

a. The City Park Subdivision is a minor Subdivision, containing not more than three Lots fronting an existing street. The Preliminary Plat and Final Plat are reviewed as one submittal.

b. LMC § 15-7.3-2 outlines the relevant general Subdivision requirements:

i. Subdivision Name: The proposed name of the Subdivision must not duplicate, or too closely approximate, the name of any other Subdivision platted with Summit County, Utah. On March 3, 2025, the County Recorder confirmed the name "City Park Subdivision."

ii. Limits of Disturbance/ Vegetation Protection: The Forestry Board reviewed the proposed Community Center on September 5, 2024, and requires that landscaping be compliant with Wildland-Urban Interface requirements outlined in Municipal Code of Park City (MCPC) Chapter 11-21, including no vegetation planted within 30 feet of any structure and requiring plantings from the approved species list outlined in MCPC Section 14-1-5. The Forestry Board also requires the replacement of 44 of the 48 significant trees that

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will be removed or impacted as a result of the new Community Center.

1. The Applicant provided a conceptual Landscape Plan that complies with LMC § 15-5-5(N). The Landscape Plan identifies a total of 48 significant trees which will be removed with the construction of the proposed Community Center building and recreation amenities; it also details the planting of 49 new trees of two-inch caliper and at least 50% water-wise plant species.

2. Condition of Approval 3 from the Community Center MPD Final Action Letter states: "The Forestry Board requires that the flowering crab apple trees of 18 inches in diameter or larger that are currently located on the Site be replaced with new trees of the same species and 3 inches in diameter. The trees must be planted and evaluated for viability prior to issuance of a Certificate of Occupancy."

iii. Open Space: The Applicant proposes to maintain 489,951 square feet of Open Space or 79% of the site. The Open Space is a mix of Landscaped Open Space with recreational courts and fields, and Natural Open Space that contains undisturbed natural vegetation running along the Poison Creek Trail. The Open Space located on the proposed Lots 2 and 3 will not be affected.

iv. Roads: The Applicant proposes to vacate a 21,775-square-foot portion of Eastern Avenue on proposed Lot 1 and a 4,631-square-foot portion of Calhoun/13th Street located in City Park. The proposed ROW to be vacated is owned by PCMC, and PCMC will retain ownership.

1. The Applicant must obtain City Council approval prior to plat recordation.

v. Utility Lines:

1. A series of utility easements are within the proposed City Park Subdivision and will be retained. These include:

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a. Utah Power and Light Easements (Summit County Recorder Entry Nos. 229744, 173092, 256294, 257303, 173094).
b. Snyderville Basin Water Reclamation District Easements (Summit County Recorder Entry Nos. 301868, 238170).

vi. Drainage Ways: Poison Creek runs along the north property line and all Development associated with the Community Center MPD will maintain a 25-foot Setback from the creek, ensuring the creek will not be disturbed.

vii. Soil Conditions: The Site is within the Soils Ordinance. Condition of Approval 6 from the Community Center MPD Final Action Letter states: "The Applicant shall be required to provide a clean 6" soil cap at all disturbed areas, and all existing disturbed soil that cannot be reused on site will require testing and disposal offsite. This must be completed subject to approval by the Environmental Regulatory Program Manager."

viii. Trails and Sidewalks: The existing Poison Creek Trail will not be affected. The Applicant proposes a trail connection to the Poison Creek Trail and additional sidewalks surrounding the proposed Development.

ix. Topsoil Preservation and Final Grading: The Site is within the Soils Ordinance. Condition of Approval 6 from the MPD Final Action Letter states: "The Applicant shall be required to provide a clean 6" soil cap at all disturbed areas, and all existing disturbed soil that cannot be reused on site will require testing and disposal offsite. This must be completed subject to approval by the Environmental Regulatory Program Manager."

x. Architectural Standards: The Applicant proposes a building design for the Community Center that is compatible with historic proportions and dimensions of the Miner's Hospital building. The Applicant submitted a Historic District Design Review (HDDR) – Pre-Application on August 19, 2024. On February 20, 2025, the Planning Director approved the HDDR for the proposed Community Center.

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xi. Waterbodies and Water Courses: No existing waterbodies are within the proposed Subdivision. Poison Creek runs along the east property line and all Development associated with the Community Center MPD will maintain a 25-foot Setback from Poison Creek, ensuring the creek will not be disturbed. Maintenance responsibilities for Poison Creek will not change, and the proposed Development does not require additional protection or enhancement of Poison Creek. The location of Poison Creek does not affect access to any of the proposed Lots. Access to the Lots is off Sullivan and Park Avenue.

c. LMC § 15-7.3-3 outlines general Lot design requirements:

i. Revegetation, Seed, and Sod: The Site is within the Soils Ordinance. Condition of Approval 6 from the MPD Final Action Letter states: "The Applicant shall be required to provide a clean 6" soil cap at all disturbed areas, and all existing disturbed soil that cannot be reused on site will require testing and disposal offsite. This must be completed subject to approval by the Environmental Regulatory Program Manager."

ii. Debris and Waste: Staff recommends Condition of Approval 3: "Unless otherwise approved by the City Engineer and Building Official, no cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Subdivision at the time of issuance of a Certificate of Occupancy for the Community Center."

iii. Drainage: The Engineering Department reviewed the proposal on September 3, 2024, and February 4, 2025, and confirms the proposal conforms to all drainage and stormwater runoff requirements.

11. There is Good Cause for the City Park Subdivision.

a. 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

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of the neighborhood and Park City and furthering the health, safety, and welfare of the Park City community."

b. The proposed Subdivision consolidates City-owned parcels associated with the City Park into three Lots, dedicates built but unplatted Park Avenue, and retains utility easements. The proposed Subdivision creates a Lot for the construction of a future Community Center providing public benefits to visitors and residents.

12. The Development Review Committee reviewed the proposal on February 4, 2025, and confirmed the proposal conforms with their requirements.

13. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on February 26, 2025.

14. Staff mailed courtesy notice to property owners within 300 feet on February 26, 2025.

15. *The Park Record* published courtesy notice on February 26, 2025.

16. On March 12, 2025, the Planning Commission opened a public hearing for the City Park Subdivision and continued the public hearing to April 2, 2025.

Conclusions of Law

1. There is Good Cause for the City Park Subdivision because the proposed Subdivision consolidates City-owned parcels associated with City Park into three Lots, dedicates built but unplatted Park Avenue, allows for the vacation of Eastern Avenue within Lot 1 to reflect existing conditions, and preserve Miner's Hospital, allows for the vacation of Calhoun/13th Street and retains utility easements. The proposed Subdivision creates a Lot for the construction of a future Community Center providing public benefits to visitors and residents.

2. The City Park Subdivision is consistent with LMC Chapter 15-2.26 Urban Park Zone and Chapter 15-7 Subdivisions.

3. Neither the public nor a person will be materially injured by the City Park Subdivision.

4. Approval of the City Park Subdivision, subject to the conditions below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

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Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the City Park Subdivision Plat for compliance with State law, the LMC, and the Conditions of Approval, prior to recordation of the plat.

2. The Applicant shall record the plat with Summit County within one year from the date of Planning Commission approval. If recordation has not occurred within one year, this approval for the Subdivision 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. Unless otherwise approved by the City Engineer and Building Official, no cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land or left or deposited on the Subdivision at the time of issuance of a Certificate of Occupancy for the Community Center.

4. All Conditions of Approval from the Community Center Master Planned Development and Conditional Use Permit shall apply.

5. The Applicant must obtain City Council approval of the proposed vacation of Eastern Avenue within proposed Lot 1 and Calhoun/13th Street prior to plat recordation or shall return to the Planning Commission for continued review.

The motion was seconded by Commissioner Van Dine. The motion passed with the unanimous consent of the Commission.

B. 1354 Park Avenue (City Park) – Vacation of Right-of-Way – The Applicant Proposes to Vacate a 21,775-square-foot Portion of Eastern Avenue within Proposed Lot 1 and a 4,631-square-foot portion of Calhoun/13th Street within Proposed Lot 2 of the City Park Subdivision. PL-24-06247.

This item was discussed with Item A.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

Motion: Commissioner Van Dine moved to forward a POSITIVE recommendation to the City Council for the Vacation of a 21,775-square-foot Portion of Eastern Avenue within Proposed Lot 1 and a 4,631-square-foot portion of Calhoun/13th Street within Proposed

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Lot 2 of the City Park Subdivision based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Ordinance. The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

C. 364 and 368 Woodside Avenue – Plat Amendment – The Applicant Proposes the Wardell Replat First Amended Plat to Subdivide the Existing 4,791.6-Square-Foot Lot to Create One 1,875.5-Square-Foot Lot (Lot B) and One 2,812.5-Square-Foot Lot (Lot A). PL-25-06434.

Planner I, Meredith Covey presented the Staff Report and indicated that the subject property is 4,791.6 square feet and located in the HR-1 Zoning District. The Applicant proposed subdividing it into two lots, one 2,812.5 square feet and one 1,865 square feet. The existing non-historic structure will be removed. As conditioned, the proposal is in compliance with LMC § 15-2.2 and § 15-7.1-3(B). Staff found Good Cause for the Plat Amendment because it does not create any nonconformities or vacate any easements or Rights-of-Way. It will also create two compliant Lots and remove an existing non-conforming lot.

Commissioner Johnson asked if the Plat would be recorded after the existing structure is demolished and how the Steep Slope Conditional Use Permit ("SSCUP") would align with the process. Planner Covey reported that once the existing Single-Family Home is demolished, the Plat can be recorded. The SSCUP application could be reviewed by the Planning Commission prior to Plat recordation, but a Building Permit could not be issued until the home is demolished and Plat recorded. The home was built in 2001 and has no historic relevance.

In response to a question raised by Commissioner Suesser, Planner Covey clarified that two Lots were combined in 2001, and the Applicant was now proposing to subdivide the current Lot. As combined, the current Lot is larger than the maximum area allowed in the HR-1 Zoning District, and Good Cause is that the subdivision will remove a non-conforming Lot and create two compliant Lots.

Chair Hall opened the public hearing.

Charlotte O'Connell gave her zip code as 84060 and asked if the only restrictions for building on the two Lots would be to meet current requirements for size, setbacks, building height, etc.

There were no further public comments. The public hearing was closed.

Planner Covey stated that the Applicant proposed two Single-Family Dwellings, which will both require an SSCUP and be reviewed for compliance with Zoning and Historic District Design regulations.

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Commissioner Suesser asked if it would be possible to build a home on the combined Lots without disturbing the Steep Slope. The Applicant's representative, Megan Blosser of Alliance Engineering, stated that she was unsure of the answer to that question. Director Ward stated that Staff would need to perform additional research in order to provide that information to the Commission. Marshall King of Alliance Engineering stated that it is a very steep, downhill lot, and the current structure is also on the Steep Slope.

MOTION: Commissioner Van Dine moved to APPROVE the 364 and 368 Woodside Avenue Plat Amendment based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On March 16, 2000, the City Council adopted Ordinance No. 2000-16 approving the Wardell Replat to combine Lot 17 and Lot 18 and the north half of Lot 19 Block 3 of the Park City Survey into one 4,791.6-square-foot Lot, 368 Woodside Avenue.

2. 368 Woodside Avenue is in the Historic Residential – 1 (HR-1) Zoning District.

3. The platted but unbuilt 4th Street Right-of-Way is to the north of the property and contains public stairs.

4. The Existing Conditions Survey provided by the Applicant shows the Single-Family Dwelling, which is non-historic and was constructed in 2001.

5. The Applicant proposes to demolish the existing Single-Family Dwelling to subdivide the Lot to create two Lots.

6. The Applicant proposes to construct two Single-Family Dwellings on the two new lots.

7. The site is a Steep Slope and the new Single-Family Dwellings will require an SSCUP reviewed by the Planning Commission.

8. The Applicant submitted two Historic District Design Review Pre-Applications under review with the Planning Department (PL-25-06388, PL-25-06389).

9. The proposed Plat Amendment complies with Land Management Code (LMC) § 15- 2.2-3 Lot and Site Requirements for the HR-1 Zoning District:

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a. The minimum Lot Area is 1,875 square feet for a Single-Family Dwelling and the maximum Lot Area is 3,750 square feet.

i. Lot A is proposed to be 2,812.5 square feet and is compliant.
ii. Lot B is proposed to be 1,875 square feet and is compliant.

b. The minimum width of a Lot is 25 feet when measured 15 feet back from the Front Lot Line pursuant to LMC §15-2.2-3.

i. Lot A is proposed to be 37.5 feet wide and is compliant.
ii. Lot B is proposed to be 25 feet wide and is compliant.

10. The Planning Commission finds Good Cause for this Plat Amendment because it does not create any non-conformities. No Public Street, Right of Way, or easement will be vacated or amended. The proposed plat creates two Lots that are compliant with the maximum Lot Area for the HR-1 Zoning District and removes an existing non-conforming Lot.

11. The Development Review Committee reviewed this proposal on February 18, 2025, and requires no Conditions of Approval.

12. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025. Staff mailed courtesy notices to property owners within 300 feet on March 19, 2025. *The Park Record* published notice on March 19, 2025.

Conclusions of Law

1. The Plat Amendment is consistent with the LMC, including Chapter 15-2.2 Historic Residential - 1 (HR-1) Zoning District and § 15-7.1-3(B) Classification Of Subdivision – Plat Amendment.

2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

3. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer shall review and approve the final form and content of the Plat Amendment for compliance with State

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law, the Land Management Code, and these Conditions of Approval, prior to recordation of the plat.

2. The existing Single-Family Dwelling is required to be demolished prior to recordation of the plat.

3. 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.

4. Future development must comply with LMC Section 15-2.2-6 Development on Steep Slopes, and Chapters 15-2.2 Historic Residential – 1, 15-3 Off-Street Parking, and 15-13 Regulations for Historic Districts and Historic Sites.

The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

D. 424 Park Avenue – Condominium Plat Amendment – The Applicant Proposes The Blue Church Lodge Condominium Units F & H Amended Plat to Change a Portion of the Ownership of Unit H to be Common Area and to Remove a Dividing Wall Between Unit H and F to Increase the Square Footage of Unit F by 328 Square Feet. PL-24-06419.

Planner Covey presented the Staff Report and indicated that the proposed Condominium Plat Amendment was for 424 Park Avenue, a Landmark Historic Structure in the HR-2A Zoning District. The proposal complies with LMC § 15-2.3, § 15-13, and § 15-7.1.

The Applicant proposed to:

- Remove a dividing wall on Level 2 between Unit F and Unit H to increase the area of Unit F by 358 square feet, for a total of 928 square feet.

- Change the ownership of the remaining Unit H on Levels 2, 3, and 4 to Common Area.

A diagram indicating the change in ownership and square footage was reviewed. Staff found Good Cause for the Plat Amendment because there are no proposed changes to the existing structure; no public street, easement, or Right-of-Way is vacated; and it does not trigger additional parking requirements.

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Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Sigg moved to APPROVE the 424 Park Avenue Condominium Plat Amendment based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. 424 Park Avenue is in the Historic Residential – 2A Zoning District (Parcel No. BCL-A).

2. The property is part of the Blue Church Lodge Condominium Plat recorded with Summit County in 1984 (Entry No. 223678).

3. The existing Structure is a Landmark Historic Structure on Park City's Historic Sites Inventory and was constructed c. 1897. The Structure was historically used as a Church.

4. In 1984 the Structure was condominiumized into eight residential units.

5. The Applicant owns Unit H and Unit F located on Levels 2, 3, and 4 of the Structure. Unit F is the Applicant's private residence. Unit H is owned by the Applicant and is platted as Private Ownership but is used as common area by the residents of Blue Church Lodge.

6. The existing square footage of Unit F is 570 square feet.

7. The existing square footage of Unit H is 985.

8. The Applicant proposes to remove a dividing wall on Level 2 between Unit F and Unit H increasing the area of Unit F by 358 square feet to a total of 928 square feet.

9. The Applicant proposes to convert the remaining private area of Unit H on Levels 2, 3, and 4 to common area.

10. The proposed Condominium Plat does not alter the Building Footprint, Building Height, or the Use of the existing Structure.

11. The proposed Condominium Plat is consistent with the Lot and Site requirements of the HR-2A Zoning District as it does not alter the external portion of the Structure.

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12. Pursuant to LMC § 15-3-6, condominium units not greater than 1,000 square feet in floor area require one Parking Space per Dwelling Unit. The proposed plat amendment does not increase the floor area of Unit F to greater than 1,000 square feet and no additional parking is required.

13. There is Good Cause for this Condominium Plat because there are no proposed changes to the existing structures and no public street, Right-of-Way, or easement is vacated or amended. The conversion of 627 square feet of private area to common area reflects existing conditions. The minor increase of 358 square feet to Unit F results in a 928-square-foot residential unit and does not trigger additional parking requirements.

14. The Development Review Committee reviewed the proposal on February 18, 2025, and requires no Conditions of Approval.

15. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025. *The Park Record* published courtesy notice on March 19, 2025.

Conclusions of Law

1. There is Good Cause for this Condominium Plat Amendment because there are no proposed changes to the existing structures and no public street, Right-of-Way, or easement is vacated or amended.

2. The Plat Amendment is consistent with the Land Management Code, including Chapter 15-2.3 Historic Residential -2 (HR-2) Zoning District, Chapter 15-3 Off Street Parking Requirements, 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 Condominium Plat Amendment for compliance with State law, the Land Management Code, and these Conditions of Approval, prior to recordation of the plat.

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

3. The Applicant will be required to update the CC&Rs to reflect the amended plat.

The motion was seconded by Commissioner Suesser. The motion passed with the unanimous consent of the Commission.

Chair Hall reported that Commissioner Johnson had left the meeting.

E. 2380 Good Trump Court – Condominium Plat Amendment – The Applicant Proposes Converting 269 Square Feet of Common Ownership Area and Limited Common Ownership Area to Private Ownership Area for Unit 2 of the Queen Esther Village No. 1 Condominium Plat in the Residential Development Zone. PL-25-06438.

Planner I, Jacob Klopfenstein presented the Staff Report and reported that the Applicant proposed to convert 269 square feet of common and limited common area to private area for Unit 2 of the Queen Esther Village Condominium Plat. The subject area consists of 218 square feet in the northeast corner of the ground level, which is currently being used as a private bedroom, and 51 square feet of the entry porch, which they propose to enclose. The Planning Commission approved a similar request for the adjacent unit at 2366 Good Trump Court in January 2025.

Architectural drawings and photographs were reviewed, and Planner Klopfenstein noted that the exterior of the building would not change. Staff found Good Cause to approve the Plat Amendment because it corrects the outstanding issue of the two areas currently platted as limited common and common areas that were being used exclusively by 2380 Good Trump Court. Staff recommended that the Planning Commission conduct a public hearing and consider approval of the Condominium Plat Amendment.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Van Dine moved to APPROVE the 2380 Good Trump Court Condominium Plat Amendment based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

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Findings of Fact

1. 2380 Good Trump Court is an attached single-family condominium unit.

2. 2380 Good Trump Court is Unit 2 of the Queen Esther Village No. 1 Condominium Plat, recorded with Summit County Recorder's Office on August 26, 1981.

3. The Applicant proposes converting a 218-square-foot area at the northeast corner of the ground level of 2380 Good Trump that has been used in the past as a bedroom but is shown as common area on the current plat, to private area.

4. The Applicant also proposes converting a 51-square-foot area that is currently used as part of the front porch of 2380 Good Trump Court and is shown as limited common area on the current recorded plat to private area.

5. The Applicant provided proof that at least two-thirds of Unit Owners voted in the affirmative on January 30, 2025, to authorize the conversion of common area and limited common area to private area. Building Permit records indicate that a rear deck was added to 2380 Good Trump Court in 2015, and a front deck was added in 2016.

6. On March 15, 2018, the City Council approved a plat amendment to convert 108 square feet of common area underneath a deck adjacent to Private Area for Unit 6 of the Queen Esther Village No. 1 Condominium Plat.

7. The Planning Commission reviewed and approved a Plat Amendment for 2366 Good Trump Court, Unit 1 of the Queen Esther Village No. 1 Condominium Plat, on January 8, 2025. This Plat Amendment was to convert 269 square feet of common and limited common space to private area and was nearly identical to the Applicant's request for 2380 Good Trump Court, which is a mirror image of 2366 Good Trump Court.

8. The Plat Amendment proposal, as conditioned, complies with the requirements of the Residential Development (RD) Zoning District.

    a. A 20-foot Front Setback is required, and a 25-foot Front Setback is required for front-facing garages for Single-Family and Duplex Dwellings.

        i. 2380 Good Trump Court maintains a minimum 170-foot Front Setback to the west.

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b. A 12-foot Side Setback is required.

i. 2380 Good Trump Court maintains a minimum 200-foot Side Setback to the south and a minimum 8.75-foot Side Setback to the north. The 8.75-foot Side Setback is the required north Side Setback as shown on the current recorded plat.

ii. 2380 Good Trump Court has been in the RD zone since it was constructed in 1981. The 1980 Land Management Code that was in effect at the time of the construction of 2380 Good Trump Court required a 12-foot Side Setback. The 1980 CUP that originally approved the Queen Esther Planned Unit Development (PUD) did not grant any setback exceptions, so it is not clear why the non-compliant north side setback for this unit was approved.

iii. Condition of Approval 1 prohibits any modifications to Building Height and Setbacks as part of the Plat Amendment approval and requires a plat note: any new construction must comply with the Residential Development Zoning District Requirements.

c. A 15-foot Rear Setback is required.

i. 2380 Good Trump Court maintains a minimum 55-foot Rear Setback to the east.

d. The maximum allowable Building Height is 28 feet maximum from Existing Grade, or 33 feet maximum from Existing Grade with a roof pitch of 4:12 or greater.

i. The existing structure is approximately 35 feet, 7 inches from Existing Grade, and has a roof pitch of 6:12. Building Permit records do not indicate if or when this noncompliant height was approved.

ii. Condition of Approval 1 requires a plat note that states that any new construction shall comply with the Residential Development Zoning District regulations.

9. The proposed Plat Amendment complies, as conditioned, with Land Management Code (LMC) Chapter 15-3 Off-Street Parking.

a. LMC § 15-3-6 requires two parking spaces per Dwelling Unit for a condominium with 2,000 square feet or more of floor Area. The existing unit includes approximately 2,740 square feet, and the proposed Plat Amendment will increase the floor Area to

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approximately 2,969 square feet, so two parking spaces are required for the unit.

b. LMC § 15-3-3(F) states the minimum required parking space dimensions are 9 feet wide and 18 feet deep. The unit includes a two-car garage that is approximately 18 feet, ¾ inches wide, and 27 feet, 4 inches deep, which meets the minimum dimensions for two parking spaces.

10. The property includes easements that will not be impacted by the proposed Plat Amendment.

a. The Queen Esther Village No. 1 Condominium Plat notes that all common areas are dedicated as public utility easements.

b. Condition of Approval 2 requires the Applicant to obtain letters prior to plat recordation from public utility providers (including, but not limited to, Enbridge, Rocky Mountain Power, and communications providers) indicating there are no public utilities located under the 218-square-foot area located at the northeast corner of the ground level of 2380 Good Trump Court that is proposed to be converted from Common Ownership to Private Ownership, or that approval is granted to relocate any such public utilities at the Unit owner's expense. Condition of Approval 2 requires the Applicant to provide these letters to the Planning Department prior to plat recordation.

c. No other easements would be affected by the proposed plat amendment.

11. LMC § 15-7.1-6(C) requires the Planning Commission to find Good Cause to approve a Plat Amendment.

a. 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."

b. No public street, Right-of-Way, or easement is vacated or amended with the proposed Condominium Plat Amendment.

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c. Per the Applicant, the 218-square-foot area on the ground floor has been finished as a bedroom in the past. The 51-square-foot area on the ground floor is currently used as a portion of the front porch. Since these two areas are currently being used for private uses, staff finds Good Cause to approve the Condominium Plat Amendment, as conditioned, to convert these areas from common area and limited common area to private area to reflect existing conditions at the Site.

12. The Development Review Committee reviewed the proposal on March 4, 2025, and does not require Conditions of Approval.

13. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025. *The Park Record* published courtesy notice on March 20, 2025.

Conclusions of Law

1. There is Good Cause for this Condominium Plat Amendment because it amends the Plat to reflect existing conditions.

2. The Plat Amendment complies, as conditioned, with the LMC, including Chapter 15-2.13 Residential Development (RD) District, and Chapter 15-7 Subdivisions.

3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.

4. Approval of the Plat Amendment, subject to the conditions stated below, does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval

1. Modifications to Building Height or Setbacks as part of this Plat Amendment are prohibited. The Applicant shall include a plat note that states that any new construction shall comply with the Residential Development Zoning District requirements.

2. The Applicant shall obtain and submit to the Planning Department for the project file letters from public utility providers (including, but not limited to, Enbridge, Rocky Mountain Power, and communications providers) indicating there are no public utilities located under the 218-square-foot area located at the northeast corner of the ground level of 2380 Good Trump

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Court that is proposed to be converted from common area to private area, or that approval is granted to relocate any such public utilities at the Unit owner's expense. The Applicant shall provide these letters to the Planning Department prior to plat recordation.

3. 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.

4. 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.

The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

F. Moonshadow Condominiums – Plat Amendment – The Applicant Proposes to Increase the Private Area Square Footage for Units A and B and to Define the Private Area and Limited Common Area for Unit G in the Residential Development Zoning District. PL-25-06436.

Planner Lund presented the Staff Report for Units A, B, and G of the Moonshadow Condominiums and indicated that the private area square footage would change as follows:

- Unit A: Increase from 5,770 square feet to 7,698 square feet.
- Unit B: Increase from 5,636 square feet to 6,853 square feet.
- Unit G: Undeveloped. Proposed square footage of 7,493 square feet.

Architectural drawings and photographs were reviewed. All additional square footage for Unit A will be added on the basement level, and Unit B will have an addition on the first floor.

The proposed Plat Amendment complies with Ordinance 2018-54, ROS Zoning District requirements, the Empire Pass MPD, Flagstaff Development Agreement, and all off-street parking requirements. Staff found Good Cause for the Plat Amendment because no public street or Right-of-Way will be vacated or amended, and it maintains compliance with the Empire Pass MPD and Development Agreement. Staff recommended that the Planning Commission review and consider approving the proposed Plat Amendment and consider approving it based on the Final Action Letter.

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Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.+

In response to a question raised by Commissioner Van Dine, Planner Lund reported that a Building Permit was previously submitted to construct the basement for Unit A, but it was denied based on the need for a Plat Amendment.

MOTION: Commissioner Van Dine moved to APPROVE the Moonshadow Condominiums Plat Amendment for Units A, B, and G based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Moonshadow Condominiums are part of the Flagstaff Annexation Area, governed by the Flagstaff Development Agreement. The Moonshadow Condominiums are part of the Village at Empire Pass Master Planned Development within the Residential Development (RD) – Master Planned Development and Recreation and Open Space (ROS) Zoning Districts.

2. The Moonshadow Condominiums contain eight PUD-style units. The 2007 Amended Flagstaff Development Agreement describes PUD-style units as "clustered, detached, single-family or duplex units with common open space and coordinated architecture."

3. The City Council adopted Ordinance No. 2018-54 approving the Moonshadow Condominiums on October 25, 2018.

4. On July 1, 2019, the Moonshadow Condominiums Plat was recorded with Summit County (Recorder Entry No. 111351). The Plat created an eight-unit condominium. As part of the Village at Empire Pass Master Planned Development Approval and the Amended Flagstaff Development Agreement, the Planning Commission approved no more than 31 Unit Equivalents (UEs) of residential density (62,000 square feet) for the Moonshadow Condominiums.

5. Condition of Approval 7 from Ordinance No. 2018-54 states: "Administrative Conditional Use Permits (ACUP) are required prior to building permit issuance for the Moonshadow Condominiums." Units A, B, C, D, F, and H have approved ACUPs and have been issued building permits. Ordinance No. 2018-54, Condition of Approval 9 states "[t]he plat shall note that... a supplemental Condominium Plat for each unit shall be approved and recorded at Summit County prior to issuance of a certificate of occupancy. Supplemental plats may be combined."

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6. On June 26, 2024, the Planning Commission approved the First Amended and Restated Moonshadow Condominiums Plat defining the private and limited common area for Units A and B. Unit G was not included in the First Amended and Restated Moonshadow Condominiums Plat. The Applicant proposes to increase the private area square footage for Unit A from 5,770 square feet to 7,698 square feet and for Unit B from 5,636 square feet to 6,853 square feet. Private area square footage for Unit G is proposed to be 7,493 square feet.

7. On July 16, 2024, the Applicant submitted a building permit revision for the proposed 1,928-square-foot addition for Unit A.

8. Planning staff rejected the proposed building permit revision and requested the Applicant first complete a Plat Amendment for the proposed addition to Unit A.

9. On February 25, 2025, the Applicant submitted a building permit revision for a proposed 1,217-square-foot addition for Unit B.

10. Planning staff rejected the proposed building permit revision and requested the Applicant first complete a Plat Amendment for the proposed addition to Unit B.

11. The First Amended Moonshadow Condominiums Plat defines 5,770 square feet of private area for Unit A and 5,636 square feet for Unit B.

12. The proposed First Amended and Restated Moonshadow Condominiums Plat Amending Units A, B, and G:

    a. Adds 1,928 square feet of private area for Unit A.

    b. Adds 1,217 square feet of private area for Unit B.

    c. Defines 7,493 square feet of private area and 6,331 square feet of limited common area square footage for Unit G.

13. The First Amended and Restated Moonshadow Condominiums Plat Amending Units A, B, and G complies with the Moonshadow Condominium requirements.

    a. The City Council approved the Moonshadow Condominiums with the following Setbacks (Ordinance No. 2018-54):

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i. Front Setback Requirement: “Fifteen foot (15') front setbacks (20' to the front of the garage) are approved to cluster units closer to the private street in order to decrease cut and fill, decrease driveway area, increase the separation from areas of 40% and greater slope, and to protect additional existing vegetation.”

ii. The proposed plat amendment complies with the Front Setback requirement.
1. Unit A garage Front Setback: 21 feet 10 inches.
2. Unit B garage Front Setback: 20 feet.
3. Unit G garage Front Setback: 46 feet.

iii. Side Setback Requirement: The Side Setbacks are 12 feet between structures. For units that abut the Subdivision Lot lines, the Structures must maintain a minimum Side Setback of 12 feet.

iv. The proposed plat amendment complies with the 12-foot Side Setback requirement.
1. Unit A and B Side Setbacks: 26 feet 7 inches and 26 feet 8 inches.
2. Unit A Side Setback along Subdivision Lot line: 70 feet.
3. Unit G Setbacks: 20 feet 6 inches and 23 feet.

v. Rear Setback Requirement: The Rear Setback is zero feet (0’) which is the RD/ROS Zoning District line. No Structures are proposed in the ROS-zoned portion of the plat.

14. The First Amended and Restated Moonshadow Condominiums Plat Amending Units A, B, and G complies with the Recreation and Open Space Zoning District requirements.

a. No structures are proposed or approved to be constructed in the ROS portion of the plat. Each unit has limited common area that is located within the ROS Zoning District.

15. The First Amended and Restated Moonshadow Condominiums Plat Amending Units A, B, and G complies with the Village at Empire Pass Master Planned Development and the Amended Flagstaff Development Agreement.

a. As part of the Village at Empire Pass Master Planned Development Approval and the Amended Flagstaff Development Agreement, the

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Planning Commission approved no more than 31 UEs of residential density (total of 62,000 square feet) for the Moonshadow Condominiums, with no individual unit exceeding 7,750 square feet of floor area. The Amended Development Agreement requires PUD-style units to include all floor area, including all basement areas, in the UE calculations. Six hundred square feet of garages are excluded per unit.

b. No individual unit in this plat amendment exceeds 7,750 square feet. Each individual unit may not exceed 7,750 square feet of floor area consistent with the Amended Development Agreement.
   i. Unit A (Proposed): 7,698 square feet.
   ii. Unit B (Proposed): 6,853 square feet.
   iii. Unit C: 7,493 square feet.
   iv. Unit D: 6,544 square feet.
   v. Unit F: 7,614 square feet.
   vi. Unit G (Proposed): 7,493 square feet.
   vii. Unit H: 7,689 square feet.

16. The First Amended and Restated Moonshadow Condominiums Plat Amending Units A, B, and G complies with Chapter 15-3, Off-Street Parking.

    a. Condominium units greater than 2,000 square feet in floor area require two Parking Spaces per unit. Double car garages must be at least twenty feet (20') wide by twenty feet (20') deep. Units A, B, and G have interior garages measuring at least 20 feet wide by 20 feet deep and accommodate two Parking Spaces per unit, complying with parking requirements.

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

    a. 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 § 15-7-1.3(B) and approval shall require a finding of Good Cause.

    b. 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

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of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community."

c. Staff finds Good Cause for this plat amendment because the proposed square footages for Units A and B are compliant with Ordinance No. 2018-54 and the Village at Empire Pass MPD. A supplemental plat defining limited common and private area for unit G is required prior to issuance of a certificate of occupancy. No Public Street or Right-of-Way is vacated or amended.

18. The Development Review Committee reviewed the proposal on March 4, 2025, and confirmed the proposal conforms to their requirements.

19. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025.

20. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025.

21. *The Park Record* published courtesy notice on March 19, 2025.

Conclusions of Law

1. There is Good Cause for this plat amendment.

2. The plat amendment is consistent with LMC Chapter 15-2.13 Residential Development District, and § 15-7.1-3(B) and § 15-7.1-6.

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 CC&Rs 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, this approval will be void, unless a request for an extension is

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

3. Conditions of Approval of the Village at Empire Pass Master Planned Development, Village at Empire Pass North Subdivision Plat, the Amended Flagstaff Development Agreement, and all related Technical Reports continue to apply.

4. An Administrative Conditional Use Permit is required for the remaining Unit (Unit E) prior to issuance of any building permits for the Unit.

5. The Limited Common Area that is within the ROS Zoning District of each unit must comply with the ROS requirements and Ordinance No. 2018-54: "Construction disturbances within ROS portions are subject to the Amended Development Agreement and associated Technical Reports." The Amended Development Agreement prevents the construction of any residential, commercial, or retail Structures within the ROS-zoned limited common area for each unit.

6. Each individual unit may not exceed 7,750 square feet of floor area consistent with the Amended Development Agreement. The Amended Development Agreement requires PUD-style units to include all floor area, including all basement areas, in the UE calculations. 600 square feet of garages are excluded.

The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

G. 2400, 2470, and 2510 Deer Valley Drive East – Condominium Plat Amendment – The Applicant Proposes to Transfer a Portion of Platted Common Area at the South End of the Powder Run Condominiums in the Residential Development Zoning District to Deer Valley. The Area Is Included in the Snow Park Village Lot 1 Subdivision. PL-25-06464.

Senior Planner, Alec Barton presented the Staff Report and reported that Items G, H, and I would be reviewed concurrently.

Snow Park Village Phase I was approved in February 2025. In March 2025, three applications were received related to the project:

- Powder Run Condominium Plat Amendment
- Snow Park Village Lot 1 Subdivision
- Snow Park Village Parking Structure Condominium Plat

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Powder Run Condominium is located adjacent to Snow Park Lodge, and they have proposed transferring approximately one-quarter acre of platted common area to Deer Valley Development Corporation. Snow Park Lodge is a 24.28-acre Lot that includes the existing Snow Park Lodge, the vacated portions of Deer Valley Drive, surface parking lots, and a proposed 0.22-acre common area. The Condominium Plat for the Snow Park Village parking structure includes expandable area on the ground level to accommodate future Phase 2 of the development, as well as three underground parking levels and a multi-modal transit center.

Planner Barton reported that the Plat Amendment, Subdivision, and Parking Structure Condominium Plat comply with requirements of the Land Management Code and the Deer Valley Master Plan Development. All approvals are conditioned on completion of the property sale outlined in Item G, and Staff will closely monitor the Conditions of Approval to ensure compliance for each application.

In response to a question from Commissioner Suesser, Planner Barton reported that the Powder Run site consists of three condominium buildings that are accessed via a driveway. The platted common area that was proposed to be transferred is not currently developed. The current aerial map and proposed Condominium Plat were reviewed.

Chair Hall opened the public hearing.

Kim Tessiatore gave her zip code as 84060 and indicated that she is the president of the Powder Run at Deer Valley Owner's Association, which is immediately adjacent to the Deer Valley property. Powder Run supports Deer Valley's development efforts. They reviewed the proposed Plats and found both to accurately reflect Powder Run's intent subject to the successful completion of the underlying land transaction. She noted that the land has not yet been conveyed to Deer Valley. While discussions have been generally favorable and Powder Run anticipates closing to take place within two months, the land sale is subject to continued negotiations and a favorable vote by Powder Run's members.

Given the significance of the anticipated closing to both Plats before the Planning Commission, Powder Run respectfully requested that any approval or positive recommendation list the closing of the underlying transaction as a Conditional of Approval so that all parties are aware that the land must be legally conveyed prior to Plat recordation.

There were no further public comments. The public hearing was closed.

Commissioner Suesser asked about the proposed use of the property. Hannah Tyler of Deer Valley Resort stated that it will be part of the drop-off area for ski school.

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MOTION: Commissioner Sigg moved to APPROVE the 2400, 2470, and 2510 Deer Valley Drive East Condominium Plat Amendment based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Powder Run Condominiums, 2400, 2470, and 2510 Deer Valley Drive, is in the Residential Development (RD) Zoning District.

2. Powder Run is a three-building, 33-unit condominium development governed by the Deer Valley Master Planned Development and platted as Powder Run Condominiums (Summit County Recorder Entry No. 241128).

3. The Condominium Plat was approved by the Planning Commission on September 11, 1985, and by the City Council on October 31, 1985.

4. Powder Run is adjacent to the proposed Snow Park Village. Deer Valley has been in discussion with Powder Run about the transfer of approximately 0.22 acres of platted common area to Deer Valley to be included in the Snow Park Village Lot 1 Subdivision to facilitate modifications for access to the ski school drop-off area at the Snow Park Lodge.

5. On March 25, 2025, the Applicant submitted an updated Project Intent. Based on the updated Project Intent, staff recommends Conditions of Approval concerning the timing of sale, plat recordation, and documentation of the owners association vote to approve and record the plat amendment.

6. The proposed Condominium Plat is consistent with the Lot and Site requirements of the RD Zoning District. The proposed transfer of approximately 0.22 acres of common area to Deer Valley does not alter Setback or Building Height requirements for Powder Run Condominiums.

7. LMC § 15-2.13-3 establishes Setbacks for the RD Zoning District: Front (20 feet), Rear (15 feet), Side (12 feet). The Front, Rear, and north Side Setbacks are not impacted by the proposed plat amendment. Building A is closest to the proposed south Lot Line, reduced from approximately 240 feet to approximately 160 feet, still well above the required side Setback of 12 feet.

8. The proposed Condominium Plat Amendment complies with the Deer Valley Master Planned Development.

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a. In 1986, the Fifth Amended Deer Valley Master Planned Development dated 12/23/1986 established the following for Powder Run:
   i. Density: 25 units
   ii. Height: 35 feet
   iii. Parcel size: 3.2 acres

b. In 2001, the Eighth Amended Deer Valley Master Planned Development modified the approval to transfer units to Powder Run for a total of 33 units. No modifications to the constructed 33 units are proposed.

c. The proposed Plat Amendment transfers 0.22 acres to the Snow Park Village Lot 1 Subdivision to facilitate minor modifications to access. While the Deer Valley MPD does not establish specific Open Space requirements for Powder Run Condominiums (Paragraph N of the MPD states that, with the exception of specific areas identified in MPD exhibits, "all remaining property in the Project is hereby designated "usable 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 the City or permitted by the Code as presently in effect"), staff calculated the acreage that is built and the acreage that remains open space for Powder Run. The amount of open space as a percentage of the plat's total acreage decreases by less than two percentage points, from 78.4% to 76.8%.

9. The proposed Condominium Plat Amendment complies with parking requirements.

a. LMC § 15-3-6 establishes parking requirements for Condominium units based on the size of the unit. The number and size of units at Powder Run Condominiums will not change with the proposed plat amendment.

10. The proposed Condominium Plat Amendment complies with the Plat requirements outlined in LMC Chapter 15-7.1.

a. Plat Amendments require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended. The Applicant does not propose to vacate or amend a Public Street, Right-of-Way, or easement.

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b. 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 Park City and furthering the health, safety, and welfare of the Park City community."

c. There is Good Cause for this Condominium Plat because it transfers a small, 0.22-acre area of platted common area to the Deer Valley Development Company to be included in the Snow Park Village Lot 1 Subdivision. The proposed redevelopment of Snow Park Village provides public amenities and benefits including improved pedestrian and transit infrastructure.

11. The proposed Condominium Plat Amendment includes a Condition of Approval pertaining to the pending sale of the land to Deer Valley.

    a. The Powder Run at Deer Valley Owners Association provided a letter indicating support for the plat amendment pending sale of the land to Deer Valley. Deer Valley submitted separate application for Subdivision of Snow Park Village Lot 1, which includes "Parcel 2," the 0.22-acre area to be transferred from Powder Run to Deer Valley.

12. The Development Review Committee reviewed the proposal on April 1, 2025. Staff will incorporate any required Conditions of Approval into the Final Action Letter.

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

14. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025.

15. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025.

16. *The Park Record* published courtesy notice on March 19, 2025.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because it transfers a small, 0.22-acre area of open space and platted common area to the Deer Valley Development Company. The area is included in the Snow Park

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Village Lot 1 Subdivision. The proposed redevelopment of Snow Park Lodge provides public amenities and benefits including improved pedestrian and transit infrastructure.

2. The Plat Amendment is consistent with the Plat requirements outlined in LMC Chapter 15-7.1.

3. Neither the public nor any person will be materially injured by the 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, and the Conditions of Approval, prior to recordation of the plat.

2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, 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.

3. Powder Run is under contract to sell approximately 0.22 acres of common area to Deer Valley Development Company on terms described in the purchase agreement, as it may be amended. If for whatever reason the sale is not completed by the time the plat is ready to record, the plat associated with this application cannot be recorded until such time as closing on the subject property takes place.

4. Prior to submitting final redlines of the plat amendment to the Planning Department, Powder Run at Deer Valley Condominium Association must submit documentation of the vote to approve and record the plat amendment transferring approximately 0.22 acres of common area to Deer Valley Development Company as reflected by an updated title report.

The motion was seconded by Commissioner Van Dine. The motion passed with the unanimous consent of the Commission.

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H. 2250 Deer Valley Drive South – Subdivision – The Applicant Proposes Snow Park Village Lot 1, a 24.28-acre Lot including Snow Park Lodge and the Future Snow Park Village in the Residential Development Zoning District. PL-22-05168.

Planner Barton reviewed the Plat showing the proposed 24.28-acre Lot for Snow Park Village Phase 1, which includes the existing Snow Park Village, the vacated portions of Deer Valley Drive, surface parking lots, and the previously discussed area that will be transferred from Powder Run Condominium to Deer Valley Resort.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

MOTION: Commissioner Sigg moved to APPROVE the 2250 Deer Valley Drive South Subdivision based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Applicant proposes the Snow Park Village Subdivision combining metes-and-bounds parcels associated with the existing Snow Park Lodge, open space, and proposed Snow Park Village.

2. The Applicant's initial proposal was to create a 24.01-acre Lot. The Applicant has since modified their request to incorporate an additional 0.22 acres identified as Parcel 2, which is currently common area of the Powder Run Condominiums, to create a 24.28-acre Lot. Conditions of Approval 19 and 20 require the Applicant to complete the required Conditions of Approval related to the condominium plats to encompass this 0.22-acre addition prior to Snow Park Village Subdivision Plat recordation.

3. The Applicant proposes developing Snow Park Village in two phases. The Applicant received Planning Commission approval on February 26, 2025, for Phase I for the construction of a partially underground three-level parking garage with up to 1,971 parking spaces, an underground public transit center adjacent to Snow Park Lodge, and pedestrian and infrastructure improvements. The Applicant proposes a Phase II vertical development CUP that has not yet been submitted.

4. On September 30, 2021, the Applicant petitioned the City to vacate a portion of Deer Valley Drive to allow for a more efficient design with a larger Snow Park Village plaza area. On January 31, 2022, the Applicant supplemented the request with updated legal descriptions for the Deer Valley Drive vacation.

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5. On December 14, 2023, the City Council approved Ordinance No. 2023-56 vacating a portion of Deer Valley Drive. The Applicant's proposed Snow Park Subdivision reflects the vacated Rights-of-Way. Ordinance No. 2023-56 requires the Applicant to dedicate public access and Right-of-Way easements over an expanded Doe Pass Road. The Applicant's proposed Snow Park Subdivision reflects these required improvements and access.

6. The proposal to create a 24.28-acre Lot, as conditioned, complies with the Residential Development Zoning District and Deer Valley MPD.

    a. The table below outlines the development requirements for the RD Zoning District and Deer Valley MPD. The Applicant's proposed 24.28-acre Lot, as conditioned, complies with the Subdivision regulations outlined in Land Management Code Chapter 15-7.

Development Requirement	Analysis
Lot Size: No minimum Lot Size in the RD Zoning District (LMC Chapter 15-2.13) .	**Complies.**
Setbacks: The minimum Setback around the exterior boundary of an MPD is 25 feet for Parcels greater than two acres (LMC Section 15-6-5(C)).	**Complies.** The Snow Park Village parking structure exceeds the 25-foot Setback along all street frontages.
Density: The Deer Valley MPD establishes 209.75 Residential Unit Equivalents, 21,890 square feet of commercial and support space, and accessory uses for Snow Park Village.	**Complies.** Snow Park Village Phase I does not involve the construction of any residential units or commercial and support space. The Planning Commission will evaluate proposed density during the project's Phase II vertical development CUP.
Building Height: The Deer Valley MPD establishes a maximum height of 45 feet from natural grade.	**Complies.** Snow Park Village Phase I involves the construction of a partially underground parking structure. The Planning Commission will evaluate proposed building height during the project's Phase II vertical development CUP.

7. The Applicant's proposed 24.28-acre Lot, as conditioned, complies with the Subdivision regulations outlined in Land Management Code Chapter 15-7.

    a. The purpose of the Subdivision regulations includes in part:

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i. Protecting and providing for the public health, safety, and general welfare of Park City.
ii. Guiding future growth and development of Park City in accordance with the General Plan.
iii. Protecting the character and the social and economic stability of all parts of Park City and to encourage the orderly and beneficial development of all parts of the municipality.
iv. Protecting and conserving the value of land throughout the municipality and the value of buildings and improvements upon the land and to minimize conflicts among uses of land and buildings.
v. Providing adequate and efficient transportation, water, sewer, recreation, and other public requirements and facilities.
vi. Providing the most beneficial relationship between uses of land and buildings and circulation of traffic, having particular regard to the avoidance of congestion in streets, and pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the proper location and width of streets and buildings.
vii. Ensuring public facilities are available and have sufficient capacity.

b. The site has long been envisioned for Snow Park Village. In 1977, the City approved a Special Exception Permit for the Deer Valley MPD, which has been amended 12 times through 2016. The Deer Valley MPD outlines 209.75 Residential Unit Equivalents, 21,890 square feet of commercial and support space, and support commercial as defined in the LMC at the time of application. Additionally, the 2014 General Plan anticipates Snow Park Village: "[t]he opportunity exists for a true 'village' base area to be built that is complementary to the surrounding multifamily condominiums set around the periphery of the parking lots." The Applicant proposes creating a 24.28-acre Lot for Snow Park Village that includes the existing Snow Park Lodge, open space, and the surface-level parking Lots proposed to be redeveloped.

c. The Applicant proposes a Major Subdivision to create one 24.28-acre Lot accessed by the existing Deer Valley Drive with modifications approved through Ordinance No. 2023-56 vacating portions of Deer Valley Drive. The Applicant proposes expanding Doe Pass Road within the Lot to accommodate 75-foot-wide improvements, including transit bus bays, pedestrian improvements, and Rights-of-Way improvements, and dedicating a perpetual public access easement over the expanded Doe Pass Road.

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8. The Applicant's proposed Snow Park Village development was reviewed by the Planning Commission on September 11, 2024, October 9, 2024, October 30, 2024, November 13, 2024, December 11, 2024, January 22, 2025, and February 26, 2025.

9. The Development Review Committee reviewed the proposed Subdivision on April 6, 2021, February 7, 2023, September 17, 2024, and December 17, 2024.

10. The Applicant proposes constructing Snow Park Village over a five-year period, from 2025-2030.

11. The Planning Commission waived the preliminary Subdivision review pursuant to Land Management Code (LMC) Sections 15-7.1-3(A) and 15-7.1-4(A) to combine the review of the Preliminary and Final Subdivision.

12. The Applicant proposes modifications to Deer Valley Drive to conform with the vacation of portions of Deer Valley Drive pursuant to Ordinance No. 2023-56.

13. The Applicant proposes modifications to Deer Valley Drive to create a Shared Managed Lane and to improve traffic circulation within the Deer Valley Loop.

14. The Applicant proposes expanding and improving Doe Pass Road and granting perpetual public access rights, including emergency, utility, and transportation easements.

Conclusions of Law

1. The proposed 24.28-acre Lot complies with the requirements of the Land Management Code, including Chapter 15-7 *Subdivision*, as conditioned.

Conditions of Approval

1. The City Planner, City Attorney's Office, and City Engineer shall review and approve the final form and content of the Subdivision Plat 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 Subdivision with Summit 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

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a request for an extension is made in writing prior to the expiration date and an extension is granted.

3. The Applicant is responsible for obtaining permission for temporary and permanent encroachments that may be required for Right-of-Way improvements for road, pedestrian, and bicyclist improvements prior to submitting a building permit.

4. The Applicant must construct road improvements in compliance with the adopted Park City Design Standards, Construction Specifications, and Standard Drawings.

5. The Applicant must erect or post acceptable Guarantees ensuring each road sign required by the City Engineer is installed according to the relevant requirements.

6. The Applicant must install streetlights in accordance with the adopted Park City Design Standards, Construction Specifications, and Standard Drawings as approved by the City Engineer.

7. The Applicant is required to mill and overlay Doe Pass Road and Deer Valley Drive from the Marsac roundabout intersection with S.R. 224 and around the Deer Valley Drive loop as required by the City immediately upon substantial completion of material delivery for all phases of construction.

8. Public pedestrian and bicycle circulation shall be provided through a combination of five-foot sidewalks and 10- to 12-foot-wide multi-use pathways detailed in the Snow Park Phase I Conditional Use Permit plans dated December 20, 2024.

9. The Applicant shall improve Doe Pass Road as depicted in the plans dated December 20, 2024, and shall grant on the plat perpetual public access rights, including emergency, utility, and transportation easements in a form approved by the City Engineer and City Attorney.

10. The project is over 1.0 acres and must meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.

11. Final utility plans shall be submitted with the building permit.

12. Dry utility infrastructure must be located on the property and shown on building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened.

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13. The Snyderville Basin Water Reclamation District's review and approval of the utility plans for conformance to the District's standards is a condition precedent to building permit issuance.

14. The Applicant is obligated to agree in writing to construct and convey to the City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Utilities Director and City Engineer at the time of issuance of the 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 the City, and shall evidence to the satisfaction of the City the ability of the Applicant to comply with such agreement.

15. All water, stormwater, and fiber infrastructure must first be approved by the Public Utilities Engineer and meet the current Park City Municipal Standard Plans, Drawings, and Specifications.

16. A geotechnical report, grading, compaction, erosion, and drainage plans shall be submitted with the building permit plans.

17. A stormwater run-off and drainage plan shall be submitted with the building plans and approved by the City prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement stormwater Best Management Practices. Post-development drainage shall not exceed predevelopment drainage.

18. The Applicant shall address areas for public gathering places within the Snow Park Village as part of the Phase II vertical development CUP.

19. Powder Run Condominiums is under contract to sell approximately 0.22 acres of common area to Deer Valley Development Company on terms described in the purchase agreement, as it may be amended. If for whatever reason the sale is not completed by the time the plat is ready to record, the plat associated with this application cannot be recorded until such time as closing on the subject property takes place as reflected in an updated title report.

20. Prior to submitting final redlines of the plat amendment to the Planning Department, Powder Run at Deer Valley Condominium Association must submit documentation of the vote to approve and record the plat amendment transferring approximately 0.22 acres of common area to Deer Valley Development Company as reflected by an updated title report.

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21. The Snow Park Village Subdivision is subject to Conditions of Approval in the Final Action Letter for the Snow Park Village Phase I Conditional Use Permit (PL-21-04811) and Master Planned Development Modification (PL-21-04767).

22. Prior to submitting a plat for final redline review, the Applicant shall coordinate with the City to ensure public dedication, access, and easements reflect the requirements of Ordinance No. 2023-56 and the February 26, 2025, Planning Commission approval of Snow Park Village Phase I in a form to be approved by the City Attorney's Office.

23. Prior to submitting a plat for final redline review, the Applicant shall coordinate with the City to ensure public dedication, access, and easements for pedestrian and bicyclist access reflect the requirements of Ordinance No. 2023-56 and the February 26, 2025, Planning Commission approval of Snow Park Village Phase I in a form to be approved by the City Attorney's Office.

The motion was seconded by Commissioner Suesser. The motion passed with the unanimous consent of the Commission.

I. 2250 Deer Valley Drive South – Condominium Plat – The Applicant Proposes to Create a Condominium Plat for the Snow Park Village Parking Structure (Phase I of the Snow Park Village Development) in the Residential Development Zoning District. The Parking Structure Consists of Three Levels with Up to 1,971 Parking Spaces. PL-25-06418

Planner Barton presented the Staff Report and indicated that the proposed Condominium Plat for the Snow Park Village Parking Structure in the Phase I Development that was approved by the Planning Commission in February 2025. It consists of a surface-level expandable area, three underground parking levels, and a multi-modal transit center. The Plat is subject to the same Conditions of Approval as Items G and H, as well as additional conditions outlined in the Final Approval Letter.

Chair Hall opened the public hearing.

Charlotte O'Connell asked about the definition of "expandable" and if the Plat indicated the final footprint for the building structure.

There were no further public comments. The public hearing was closed.

Attorney Harrington clarified that the existing expandable area would not require a Plat Amendment if the buildings are within that boundary, but any additional changes during

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the buildout process would require a boundary amendment. Wade Budge of Deer Valley Resort agreed with Attorney Harrington's statement.

MOTION: Commissioner Van Dine moved to APPROVE the 2250 Deer Valley Drive South Condominium Plat based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. Snow Park Village, 2250 Deer Valley Drive South, is in the Residential Development (RD) Zoning District and part of the Deer Valley Master Planned Development (MPD).

2. The Applicant bifurcated the review and development of the Snow Park Village into two phases. The first phase, which was approved by the Planning Commission on February 26, 2025 (Agenda Packet, Item 5.B.; Minutes, p. 36), is limited to the construction of up to 1,971 parking spaces in a three-level partially underground parking structure; an underground transit center; and road, utility, and pedestrian and pathway improvements.

3. Phase II will include mixed residential and commercial uses in the building atop the parking structure. Building Height, Density, Uses, and other requirements of the RD Zoning District will be considered during Phase II. The Applicant has not yet applied for Phase II.

4. The Applicant proposes the Snow Park Village Parking Commercial Condominium for Phase I of Snow Park Village:

    a. Up to 1,971 parking spaces in a three-level partially underground public and private parking structure;

    b. An underground public transit center; and

    c. Road, utility, and pedestrian and pathway improvements.

5. The proposed Condominium Plat Amendment complies with the requirements of the Residential Development Zoning District.

    a. The proposed Condominium Plat is within the RD Zoning District.

    b. LMC § 15-2.13-2(B) establishes a Parking Area or Structure with five or more spaces to be a Conditional Use. On February 26, 2025, the Planning Commission approved the Snow Park Village Phase I, including the partially underground parking structure.

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c. Because the Snow Park Village is an MPD, a project perimeter Setback greater than Zoning District Setbacks is required. LMC § 15-6-5(C) establishes a 25-foot perimeter Setback for MPDs on Parcels greater than two acres.

d. The expandable area for Unit D, the surface level unit, exceeds the 25-foot perimeter Setback from all property lines.

6. The proposed Condominium Plat Amendment complies with the Snow Park Village Phase I approvals.

a. On December 14, 2023, the City Council approved Ordinance No. 2023-56 vacation a portion of Deer Valley Drive, which requires the Applicant in part to:
   i. Reduce the number of parking spaces designated for day skier use to 1,360 and restrict day skiers from parking in spaces reserved for hotel, residential, dining, retail, entertainment, and commercial uses.
   ii. Implement paid parking upon completion of parking structure.
   iii. Facilitate a new site plan for a public transit center to accommodate transit, resort/lodging vehicles, and drop-off lanes.
   iv. Dedicate public access and Right-of-Way easements over an expanded Doe Pass Road.

b. The proposed plat is an expandable condominium project with surface-level Unit D, which is the foundation for the Phase II vertical development and establishes private ownership for the proposed pedestrian bridge over Doe Pass Road. The proposed plat then establishes Sub-Units to separate uses to implement the requirements of Ordinance No. 2023-56:
   i. Sub-Units A1, A2-1, A2-2, A2-3, A2-4, A2-5, and A3 are for commercial and residential uses associated with Snow Park Village Phase II uses for no more than 611 parking spaces. Day skiers are prohibited from parking in these Sub-Units.
   ii. Sub-Units B2-1, B2-2, and B3 are for day skier parking.
   iii. Sub-Unit C1 is the public transit center including access from Deer Valley Drive East and the exit onto Deer Valley Drive West.

c. Sub-Unit C1 establishes the public transit center that accommodates transit, resort/lodging vehicles, and drop-off lanes, shown in the

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Applicant's project plans below and within the proposed condominium plat.

d. The Planning Commission's Snow Park Village Phase I Final Action Letter Condition of Approval 18 requires the Applicant to construct and operate a new underground public transit center that accommodates public transit agencies, shuttles, and passenger drop-off. Condition of Approval 23 requires the Applicant to enter into an access, operations, and maintenance agreement for the public transit center, detailing the roles and responsibilities between the City and Deer Valley in terms of providing and paying for operations and maintenance, safety and security, and access. The proposed plat establishes the parameters of the public transit center.

e. Level 1 also includes parking for commercial and residential uses associated with Snow Park Village Phase II (Sub-Unit A1).

f. Level 2 creates separate units for commercial and residential parking associated with Snow Park Village Phase II (Sub-Units A2-1, A2-2, A2-4, and A2-5) and day skier parking (Sub-Units B2-1 and B2-2).

g. Level 3 creates separate units for commercial and residential parking associated with Snow Park Village Phase II (Sub-Unit A3) and day skier parking (Sub-Unit B3).

h. For compliance with Ordinance No. 2023-56, in addition to creating separate units, staff recommends Conditions of Approval.
   i. The Applicant shall install and operate gates or other mechanisms to keep day skier parking and commercial/residential parking use separate.
   ii. The Applicant shall operate the parking structure in accordance with the Snow Park Village Phase I Conditions of Approval and any governing documents related to public improvement district as may be created by an act of the City Council.
   iii. Prior to initiating redline review of the plat, the Applicant shall include a plat note incorporating all public dedications and easements of the Snow Park Village Lot 1 Subdivision Plat, and such easements shall be reflected on the final plat.

7. As conditioned, the proposed Condominium Plat Amendment complies with the Plat requirements outlined in Utah Code 57-8-13 and LMC Chapter 15-7.1.

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a. Plat Amendments require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended. The Applicant does not propose to vacate or amend a Public Street, Right-of-Way, or easement.

b. 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."

c. There is Good Cause for this Condominium Plat because it establishes parameters for compliance with Ordinance No. 2023-56, separating commercial/residential and day skier parking. The proposed redevelopment of Snow Park Village provides public amenities and benefits including improved pedestrian and transit infrastructure. When adopting Ordinance No. 2023-56 vacating a portion of Deer Valley Drive in contemplation of Snow Park Village, the City Council found Good Cause in part because Snow Park Village "is consistent with the General Plan for the Lower Deer Valley Neighborhood which emphasizes maintaining the world-class resort experience, creating a village base area that is complimentary to the surrounding neighborhood, encouraging alternative modes of transportation, and expanding winter and summer recreation amenities which are important to the economy and well-being of Park City."

8. The proposed Condominium Plat Amendment includes a Condition of Approval pertaining to a pending sale of land involving the transfer of common area from Powder Run Condominiums to Deer Valley.

a. Deer Valley has been in discussions with Powder Run Condominiums about the transfer of approximately 0.22 acres of platted common area to Deer Valley to be included in the Snow Park Village Lot 1 Subdivision to facilitate modifications for access to the ski school drop-off area at the Snow Park Lodge.

b. The Powder Run at Deer Valley Owners Association provided a letter indicating support for the pending sale of 0.22 acres of common area to Deer Valley.

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9. The Development Review Committee reviewed the proposal most recently on September 14, 2024, and December 17, 2024.

10. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on March 19, 2025.

11. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025.

12. *The Park Record* published courtesy notice on March 19, 2025.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because the proposed redevelopment of Snow Park Village provides public amenities and benefits including improved pedestrian and transit infrastructure. When adopting Ordinance No. 2023-56 vacating a portion of Deer Valley Drive in contemplation of Snow Park Village, the City Council found Good Cause in part because Snow Park Village "is consistent with the General Plan for the Lower Deer Valley Neighborhood which emphasizes maintaining the world-class resort experience, creating a village base area that is complimentary to the surrounding neighborhood, encouraging alternative modes of transportation, and expanding winter and summer recreation amenities which are important to the economy and well-being of Park City."

2. As conditioned, the Plat Amendment is consistent with the Plat requirements outlined in Utah Code 57-8-13 and LMC Chapter 15-7.1.

3. Neither the public nor any person will be materially injured by the 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, and the Conditions of Approval, prior to recordation of the plat.

2. The Applicant shall record the plat at the County within one year from the date of Planning Commission approval. If recordation is not complete within one year, this approval will be void, unless a request for an extension is

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

3. The Applicant shall install and operate gates or other mechanisms to keep day skier parking and commercial/residential parking use separate.

4. The Applicant shall operate the parking structure in accordance with the Snow Park Village Phase I Conditions of Approval and any governing documents related to the public improvement district as may be created by an act of the City Council.

5. Prior to initiating a redline review of the plat, the Applicant shall include a plat note incorporating all public dedications and easements of the Snow Park Village Lot 1 Subdivision Plat, and such easements shall be reflected on the final plat.

6. Powder Run is under contract to sell approximately 0.22 acres of common area to Deer Valley Development Company on terms described in the purchase agreement, as it may be amended. If for whatever reason the sale is not completed by the time the plat is ready to record, the plat associated with this application cannot be recorded until such time as closing on the subject property takes place as reflected in an updated title report.

7. Prior to submitting final redlines of the plat amendment to the Planning Department, Powder Run at Deer Valley Condominium Association must submit documentation of the vote to approve and record the Condominium Plat Amendment transferring approximately 0.22 acres of common area to Deer Valley Development Company.

8. Submit a preliminary draft of the “Declaration of Condominium, Covenants, Conditions, and Restrictions for Snow Park Village Parking Commercial Condominium – A Utah Expandable Condominium Project” for review during the plat redlines process.

9. The Applicant shall obtain approval of the draft redlined plat from the Summit County Recorder’s Office and the Summit County Assessor’s Office prior to printing to final mylar for recordation.

10. The Snow Park Village Parking Commercial Condominium is subject to Conditions of Approval in the Final Action Letter for the Snow Park Village Phase I Conditional Use Permit (PL-21-04811) and Master Planned Development Modification (PL-21-04767).

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The motion was seconded by Commissioner Sigg. The motion passed with the unanimous consent of the Commission.

J. 732 Crescent Road – Steep Slope Conditional Use Permit – The Applicant Proposes to Lift and Rehabilitate the Landmark Historic Structure and Construct a Basement and Rear Addition on a Very Steep Slope in the Historic Residential-1 Zoning District. PL-23-05740.

Planning Project Manager, Elissa Martin presented the Staff Report and reported that the Planning Commission reviewed the SSCUP and Preliminary Subdivision Plat Application for 732 Crescent Road at a March 12, 2025, public hearing. The Commission approved the Subdivision Plat but continued the Conditional Use Permit pending modifications to the design of the addition to meet SSCUP criteria and Historic District Design Regulations regarding building scale, massing, and volume. Both sections of the LMC require additions to be visually subordinate to the existing Historic Structure and broken into a series of smaller, individual components or modules that step with the grade and reflect the mass and scale of the existing structure.

The original and modified designs were reviewed, and Manager Martin indicated that the modified design now complies with the following requirements.

Form and Scale

- Addition is broken into a series of modules that step with the Grade.
- Modules reflect the scale of the Historic Structure.
- The garage is subordinate to the main Structure.

Volume

- The volume of the addition is broken up into smaller components, mitigating the difference between the proposed addition and Historic Structure.

Building Height

- Complies with HR-1 Zone height of 27 feet from existing Grade.
- Complies with a maximum interior height of 35 feet.
- Meets 10-foot minimum horizontal step requirement.
- Roof pitch is 7:12.

Lot and Site Requirements

- The maximum building footprint for the 5,668-square-foot Lot is 2,061 square feet, and the updated Plans now show a 2,060-square-foot building footprint.

Staff recommended approval based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Final Action Letter.

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Commissioner Shand stated that he believed the modified design was an improvement over the initial application, and he approved of the redesign.

Commissioner Suesser stated that she struggled to see how the Plans comply with the requirement that the addition be subordinate in scale to the primary Historic Structure. Manager Martin stated that she studied the relevant section of the LMC in detail, and her understanding is that if the structure is not actually subordinate in volume and size, it must be broken up into modules so that it does not appear to overwhelm the Historic Structure. It does not require the addition to be smaller than the Historic Structure. Commissioner Suesser stated that the Code specifies, "Additions shall be subordinate in scale to the primary Structure. The footprint of an addition shall not exceed 50% of the footprint of the Historic Structure." Manager Martin noted that it goes on to outline mitigation measures that must be applied if the addition does exceed 50%.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

Commissioner Van Dine agreed with Commissioner Shand's comments on the updated Plans, and with Manager Martin's interpretation of the Code. She believes the addition will be in compliance with the expectations of the relevant sections of the LMC.

Commissioner Sigg agreed with Commissioners Van Dine and Shand that the Applicant succeeded in breaking up the massing and scale of the addition.

MOTION: Commissioner Van Dine moved to APPROVE the 732 Crescent Road Steep Slope Conditional Use Permit based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. On April 5, 2022, the Applicant submitted a subdivision application for a three-lot subdivision that encompassed four metes-and-bounds parcels: PC-338-B, PC-320, PC-320-B and SA-137-1 (PL-22-05223).

2. The Applicant submitted a revised Plat in July of 2023 for a two-lot subdivision of parcel PC-320 (the plat did not include 732 Crescent at that time).

3. On October 26, 2023, the Applicant submitted a Steep Slope Conditional Use Permit application to construct a basement and rear addition to the existing Landmark Historic Structure at 732 Crescent Road (PL-23-05740).

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4. A revised Subdivision Plat was submitted on January 29, 2025, for a one-lot subdivision of metes-and-bounds parcel PC-338-B or 732 Crescent Road, a Landmark Historic Site with an existing Historic Structure.

5. Revised house plans pertaining to the SSCUP application (PL-23-05740) were submitted in July 2024, October 2024, January 2025, and February 2025.

6. On March 12, 2025 the Planning Commission considered the SSCUP application and the preliminary Subdivision Plat application, approved the preliminary Subdivision Plat to create one Lot, and continued the SSCUP application to April 2, 2025, requesting the Applicant modify the design of the addition to meet the SSCUP criteria pursuant to LMC § 15-2.2-6 and to be consistent with the Historic District Design Regulations outlined in LMC § 15-13-2(4)(c), related to the scale and compatibility with the Historic Site.

7. On April 2, 2025, the Planning Commission reviewed the Applicant's modified plans for the addition, dated March 27, 2025 (Attachment 1).

8. An HDDR application (PL-23-05741) for the proposed addition has been submitted to the Planning Department and is pending Final Subdivision Plat and SSCUP approval.

9. The existing Landmark Historic Structure was originally constructed in 1904 with additions completed between 1926 and 1938 by Carl Winters; in 2017 the Historic Preservation Board approved the removal of the Winters additions to rehabilitate the Landmark Historic Structure to the early 1900s form; the homeowner at the time only demolished one of three of the non-historic additions, known as "Addition A".

10. On October 2, 2024, the Historic Preservation Board approved reconstruction of Addition A, the removal of 60 square feet of material from Addition C to accommodate a transitional element, and the material deconstruction to accommodate a basement addition and rear addition to the Landmark Historic Structure on a secondary façade.

11. LMC § 15-2.2-4 exempts Landmark Historic Sites from maximum Lot Size regulations.

12. The proposed Lot is 5,668 square feet in area which yields a maximum building footprint of 2,061 square feet, per HR-1 Lot and Site Requirements.

13. The Applicant's updated plans (Attachment 1) indicate the Building Footprint of the proposed addition measures approximately 2,060 square

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feet. The footprint of the above-grade rear addition measures 872 square feet.

14. The property has two Front Setbacks, one on the northwest boundary and the other along the northeast boundary, pursuant to LMC § 15-13-2 Regulations for Historic Residential Sites, which requires the front and side yard Setbacks of Historic Sites to be maintained, and the main original location of the main entry of the historic Structure be preserved.

15. LMC § 15-15 defines Lot Depth as the minimum distance measured from the Front Property Line to the Rear Property Line of the same Lot

16. The 732 Crescent Tram Lot is an irregularly shaped Lot which varies between 116 feet and 90 feet in depth; the distance from the rear property boundary along the side Lot line to the point where the side Lot line meets the front Lot line yields slightly over 91 feet. For a Lot with a Depth between 75 feet and 100 feet, the required Front and Rear Setbacks are 13 feet and 12 feet (or vice versa) with a total combined 25 feet of Setbacks.

17. The 732 Crescent Tram Lot is under 62.5 feet in width, which requires minimum Side Setbacks of 5 feet, with a total combined of 14 feet.

18. The proposed addition, as depicted in the House Plans dated March 27, 2025 (Attachment 1), complies with the Front, Rear, and Side Setbacks of the proposed Lot.

19. The proposed addition, as indicated in the house plans dated March 27, 2025, complies with the HR-1 Zone Height of 27 feet from Existing Grade and meets the internal Structure height of 35 feet as measured from the lowest finish floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.

20. The proposed addition does not create a Lockout Unit or Accessory Apartment and therefore Off-Street Parking at the Landmark Historic Site is not required, pursuant to LMC § 15-2.2-4, additions to Historic Structures are exempt from Off-Street parking requirements, provided the addition does not create a Lockout Unit or Accessory Apartment.

21. The proposed basement addition includes a single-car-wide tandem garage for the parking of two vehicles, that meets the maximum external door dimensions required by LMC § 15-13-2 Regulations For Historic Residential Sites and the minimum internal dimensions pursuant to LMC § 15-3-4 Specific Parking Area And Driveway Standards For Single Family Residences And Duplexes.

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22. The existing shared private driveway minimizes curb cuts on Crescent Road and is encouraged in the Historic District and Steep Slope CUP criteria.

23. The Applicant submitted a Slope Analysis that includes vegetation and contour lines indicating most of the Parcel proposed for development of a Structure with a Building Footprint in excess of 200 square feet consisting of Very Steep Slopes (40%+).

24. LMC Chapter 15-2.2-6, Development on Steep Slopes, states "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the Design Guidelines for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5."

25. Although the site is minimally visible from Designated Vantage Points, the proposed addition will be highly visible from other Vantage Points in Old Town, from Cross Canyon and from Crescent Road and the Crescent Tram pathway.

26. Pursuant to LMC § 15-2.2-6, criterion 6, Building Form and Scale, requires that the addition "must be stepped with the Grade and broken into a series of individual smaller components that are Compatible with the District";

27. Pursuant to LMC § 15-2.2-6, criterion 8, Dwelling Volume, "[t]The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures";

28. LMC §15-13-2(B)(4) requires that if the footprint of an addition exceeds 50% of the footprint of the Historic Structure, the mass shall be broken into modules to reflect the mass and scale of those modules seen on the historic structure.

29. The overall Building Footprint of the proposed addition is nearly three times larger than the footprint of the existing Historic Structure, which is 759 square feet, though the above-grade rear addition (872 sf) does not exceed 50% of the Historic Structure's footprint.

30. The proposed addition is broken into a series of smaller modules that reflect the scale of the Historic Structure and provide variation in roof height and orientation;

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31. LMC § 15-13-2(B)(6), Regulations for Historic Residential Sites, requires that decks on the front façade of an addition shall be visually minimized from the public ROW;

32. The proposed addition includes a deck with a roof overhang on the third level which is visible from the primary public ROW and is not compliant with the HDDR standards;

33. As conditioned, the proposed addition complies with the HR-1 Steep Slope Conditional Use Permit Criteria, though further modifications to the addition may be required to comply with the HDDR requirements and conditions of approval.

34. The proposed addition does not prohibit a future public staircase that may be constructed from Crescent Tram to Empire Avenue.

35. The analysis of the Staff Report is incorporated herein.

36. Staff published notice on the City's website and the Utah Public Notice website on March 17, 2025. Staff posted notice to the property and mailed courtesy notice to property owners within 300 feet on February 26, 2025. *The Park Record* published notice on March 19, 2025.

Conclusions of Law

1. As conditioned, the proposal complies with the LMC requirements in Chapter 15-2.2, Historic Residential - 1 (HR-1) Zoning District.

2. As conditioned, the proposal complies with the LMC requirements in Chapter 15-2.2-6, Development on Steep Slopes in the HR-1 Zoning District.

3. The proposal complies with the LMC requirements in Chapter 15-3, Off-Street Parking.

Conditions of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans reviewed on April 2, 2025, by the Planning Commission, except modifications required in the Conditions of Approval of this Final Action Letter, and pending design modifications required as part of the Historic District Design Review.

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2. Prior to application for a Building Permit, the Applicant shall obtain approval of the Historic District Design Review application, which may require additional modifications to the design of the addition and the driveway to comply with LMC Chapter 15-5 Architectural Review, Chapter 15-11 Historic Preservation, and Chapter 15-13, the Design Guidelines for Historic Districts and Historic Sites.

3. If the Applicant does not obtain a building permit within one year of the date of this approval, this SSCUP approval will expire unless the Applicant submits a written extension request to the Planning Department prior to the expiration date and the Planning Director approves an extension.

4. The applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans; any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.

5. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning and Building Departments may result in a stop work order.

6. Residential fire sprinklers are required for all new construction on this Lot, per the requirements of the Chief Building Official.

7. Prior to HDDR approval, development plans shall be submitted that show all Significant Vegetation within twenty feet (20') of the proposed Development; impact to existing vegetation shall be minimized and trees proposed to be removed will be replaced in a manner that mitigates the visual impact of the Structure when viewed cross canyon and from the Street.

8. The rear addition shall be designed and constructed in compliance with the HR-1 Zoning District requirements for Building Height, including the requirement for Final Grade to be within four vertical feet of Existing Grade, except for window wells, emergency egress, and the garage entrance;

9. Retaining walls shall be no more than four feet in height and shall be screened to minimize their visual impact as they step down the slope; any areas disturbed during construction surrounding the proposed work shall be brought back to their original state.

10. The roof form above the third level deck of the addition shall be reduced in the final design per the HDDR evaluation.

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11. Final plans for the driveway shall be evaluated as part of the HDDR for compliance with LMC § 15-13-2(B).

12. If the driveway is being extended or expanded, the gutter may need to be upgraded to handle increased runoff; additionally, the slope of the driveway shall not exceed 14%.

13. If the portion of the driveway that encroaches into the City public Right-of-Way is to be heated, an encroachment agreement approved by the Engineering Department shall be executed and recorded at Summit County.

14. Prior to the issuance of any Building Permits, the Engineering Department shall review and approve the Applicant's Soils Investigation Report and a Geotechnical Report to ensure proper soil stabilization and drainage on site.

15. Prior to submitting a building permit, the Applicant shall submit a plan demonstrating how they will provide the temporary shoring needed during construction, subject to City Engineer approval.

16. City Engineer review and approval of all Lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

17. Because the home is 5' or less from the property line, Snow Shed and Access Agreements will need to be made with neighboring properties.

18. All outdoor lighting must be down-directed, fully shielded, with bulbs 3000 degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.

19. If a Lock-Out unit or Accessory Apartment is proposed at the property at a future date, off-street parking shall be evaluated for compliance with LMC § 15-3-6 Parking Ratio Requirements for Specific Land Use Categories.

The motion was seconded by Commissioner Shand.

Vote on motion: Commissioner Van Dine – Yes; Commissioner Shand – Yes; Commissioner Suesser – No; Commissioner Sigg – Yes. The motion passed 3-to-1.

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K. Parcels PCA-S-79-C, PCA-S-79-B – Amendment to Flagstaff Technical Report #15 – The Applicant Proposes an Amendment to the Flagstaff Development Agreement Technical Report #15 Construction Mitigation Plan to Allow an Additional 4-acre Tipping Site on Parcels PCA-S-79-C and PCA-S-79-B in the Recreation and Open Space Zoning District. PL-25-06403.

Planner Lund presented the Staff Report and reported that on February 27, 2025, the City Council approved amendments to Ordinance 2023-03 allowing an additional tipping site on Parcels PCA-S-79-B and PCA-S-79-C. The Applicant proposed to amend the Construction Mitigation Flagstaff Technical Report to allow an additional Tipping Site within the Flagstaff Annexation Area with approximately 46,000 cubic yards of soil.

Section 2.10.4.2 of the Flagstaff Development Agreement requires that all excavated materials be kept within the Annexation Area, and the Applicant has indicated that all existing tipping sites have been filled. The applicant proposed the removal of approximately 2.04 acres of Significant Vegetation for access to the Tipping Site.

Planner Lund reported that the request complies with the Flagstaff Development Agreement, Recreation and Open Space Zoning District requirements, and Sensitive Land Overlay.

Chair Hall opened the public hearing. There were no public comments. The public hearing was closed.

Commissioner Suesser expressed concern about approving the request prior to receipt of the additional reporting regarding where dead and dying vegetation will be cleared, compliance with the Department of Natural Resources Division of Water Rights requirements, and review of the wildlife survey. Planner Lund stated that the dead and dying Significant Vegetation was discussed at the last Planning Commission meeting, and it was decided that it must be kept within the parcel boundaries.

Commissioner Suesser asked why they would approve the application without first requiring the wildlife survey and demonstration of compliance with wetland regulations. Planner Lund stated that it was similar to the Deer Valley Lift 7 project. The Applicant has contracted with a wildlife consultant, Bio-West, Inc., to perform the wildlife survey once the snow has melted. That will be required prior to issuance of a Building Permit. Commissioner Suesser stated that it was not the completion of the survey but the survey results that were a concern. She objected to approving the Application without first reviewing the survey results.

Director Ward reported that once the wildlife survey is submitted, it will be reviewed for compliance with LMC § 15.2.21-5 regarding wildlife and wildlife habitat protection. Similar

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to Deer Valley Lift 7, conflicts will be minimized to the extent reasonably feasible. A Building Permit is required prior to grading work, and specific Conditions of Approval can be added to the Building Permit based on the wildlife survey.

MOTION: Commissioner Van Dine moved to APPROVE the Amendment to Flagstaff Technical Report #15, Construction Mitigation Plan, based on the following Conditions of Approval:

1. A wildlife survey is required prior to any grading work on the Logan & UP No. 2 Tipping Site.

2. The Applicant is responsible for the removal of dead and dying Significant Vegetation in an area equal in square footage to the proposed areas of disturbance within the parcel boundary lines.

3. Prior to building permit submittal, the Applicant shall submit a demonstration of compliance with federal wetland regulations pursuant to Land Management Code § 15-2.21-6 and federal regulations.

The motion was seconded by Commissioner Shand.

Vote on motion: Commissioner Van Dine – Yes; Commissioner Shand – Yes; Commissioner Suesser – No; Commissioner Sigg – Yes. The motion passed 3-to-1.

7. ADJOURNMENT

MOTION: Commissioner Van Dine moved to adjourn.

The meeting adjourned at approximately 6:57 PM.

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Planning Commission
Staff Report

Subject: **10206 Twisted Branch Road**
Application: **PL-24-06370**
Author: **Virgil Lund, Planner II**
Date: **April 23, 2025**
Type of Item: **Work Session**

Recommendation

Review the proposed Conditional Use Permit for a private Restaurant at 10206 Twisted Branch Road and provide input on the Applicant's requested Building Height measurement from Final Grade rather than Existing Grade pursuant to Land Management Code § 15-6-5(F).

Description

Applicant:	Jeff Butterworth Applicant Representative: Rhett Riding, Talisker Club
Location:	10206 Twisted Branch Road
Zoning District:	Recreation and Open Space, Sensitive Land Overlay
Adjacent Land Uses:	Resort Open Space
Reason for Review:	Section 2.6 of the Amended Flagstaff Development Agreement describes a private Restaurant that may be developed at a location to be determined in the Conditional Use Permit review process.

CUP	Conditional Use Permit
DA	Development Agreement
DRC	Development Review Committee
DROS	Developed Recreation Open Space
LMC	Land Management Code
MPD	Master Planned Development

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

Summary

The Applicant proposes to construct a 2,862-square-foot private Restaurant with a 2,807-square-foot patio for Outdoor Dining and events at 10206 Twisted Branch Road within the Empire Pass area. The Applicant has a pending application for a proposed one-Lot Subdivision for the Restaurant (PL-23-05973).

Background

On May 10, 1997, the City Council approved Ordinance No. 99-30 annexing approximately 1,750 acres in the Flagstaff Mountain/Empire Pass area into Park City. Pursuant to the Flagstaff/Empire Pass Master Planned Development (MPD) outlining Development within the annexed area, the Applicant was required to submit 14 technical reports/studies to address utilities, impacts to wildlife, open space management, project phasing, and construction mitigation. In December 2001, the Planning Commission approved the 14 technical reports.

On December 13, 2006, the Planning Commission held a public hearing on proposed Development Agreement amendments to include the Montage Resort and to modify Mountain Village development. The Planning Commission forwarded a positive recommendation to the City Council. On February 1, 2007, the City Council adopted Ordinance No. 07-10 approving the Development Agreement amendments.

On March 2, 2007, the Amended and Restated Development Agreement was recorded with Summit County (Recorder Entry No. 806100).

Section 2.6 of the Amended Development Agreement states: "Developer may construct a private Restaurant (Beano's Cabin at Beaver Creek-style), at a location to be determined at the CUP phase. No private parking areas or vehicular access will be allowed except (i) access and space for patron drop-offs and pickups, 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."

On February 13, 2008, the Planning Commission approved a Conditional Use Permit (CUP) for a 9,954-square-foot private Restaurant at 10206 Twisted Branch Road (Exhibit A).

On April 8, 2009 the Planning Commission approved a one-year extension for the private Restaurant CUP.

A building permit was never submitted for the proposed private Restaurant, and the application expired due to inactivity.

On June 13, 2018, the Planning Commission discussed a proposed Subdivision for Twisted Branch, which included the proposed Site for the Restaurant. The Applicant requested that a plat note be added to the proposed Subdivision which would allow Building Height for the Restaurant to be measured from Final Grade after the Site was filled and graded with excavated soil, as part of an amendment to Technical Report #15 *Construction Mitigation Plan*. The June 13, 2018, Planning Commission Staff Report for the Twisted Branch Subdivision requested the Planning Commission discuss the proposed plat note and it was added to the draft Ordinance for the Subdivision (June 13, 2018 Agenda Packet, p. 92). The June 13, 2018 Planning Commission meeting minutes do not mention the proposed plat note and the discussion was continued to

July 11, 2018 (Meeting Minutes, p. 33). On July 11, 2018, the Planning Commission continued the proposed Subdivision for Twisted Branch to a date uncertain and the application expired due to inactivity (Minutes, p. 2).

On August 8, 2018, the Planning Commission approved an amendment to Flagstaff Technical Report #15 *Construction Mitigation Plan* (Exhibit B). This amendment approved 10206 Twisted Branch Road as a location to receive clean, excavated soil as part of the Flagstaff Mountain construction and development (August 8, 2018 Agenda Packet, p.192; Minutes, p. 26).

On August 25, 2023, the Applicant submitted a CUP application for a private Restaurant at 10206 Twisted Branch Road. On March 13, 2024, the Planning Commission opened a public hearing and continued the CUP application for a private Restaurant to a date uncertain. This application expired due to inactivity.

On December 17, 2024, the Applicant submitted a CUP application for a 2,862-square-foot private Restaurant with a 2,807-square-foot patio for Outdoor Dining and events at 10206 Twisted Branch Road.

Flagstaff Technical Report #5 *Open Space Management Plan* considers the proposed Restaurant, mentioned in Section 3.8, p. 10 (Exhibit C): “Beyond the proposed development pods, the Development Agreement gives Flagstaff the opportunity to develop a restaurant/club facility (AKA “Beano’s Cabin”) in the [Developed Recreation Open Space] DROS. The facility is to be located within the ski terrain near to the Mountain Village.”

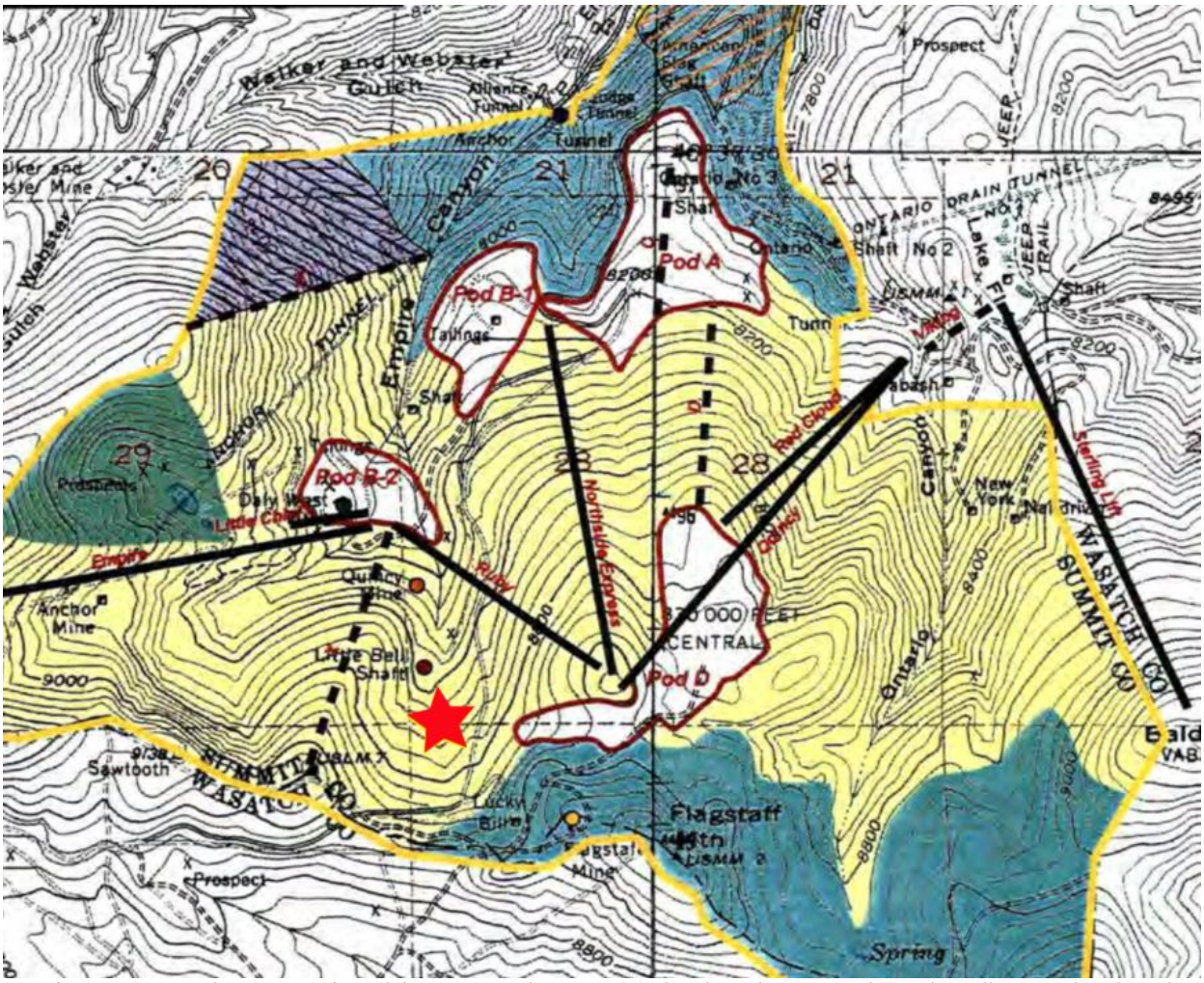

Figure 1: Approximate Location of the Proposed Restaurant (Red Star), DROS Shown in Yellow, Undeveloped Recreation Open Space in Blue

The Site for the proposed Restaurant is in Developed Recreation Open Space (DROS) within the existing Deer Valley ski terrain, located off the Bandana ski run.

Figure 2: Approximate Location of the Proposed Restaurant (Red Star) In Relation to Deer Valley's Ski Terrain and Mountain Village

Analysis

(I) Staff requests the Planning Commission provide input on the proposed Building Height for the Restaurant and determine whether the proposal complies with LMC Section 15-6-5(F).

Land Management Code (LMC) § 15-2.7-4 states, "No Structure may be erected to a height greater than 28 feet from Existing Grade. This is the Zone Height."

LMC § 15-15-1 *Defined Terms* distinguishes "Existing Grade" and "Final Grade":

- Existing Grade: The Grade of a Property prior to any proposed Development or Construction Activity. ("Construction Activity" is defined as "[a]ll Grading, excavation, construction, Grubbing, mining, or other Development Activity which disturbs or changes the natural vegetation, Grade, or any existing Structure . . ." and "Grading" is defined as "[a]ny earthwork or activity that alters the Natural or Existing Grade, including but not limited to excavating, filling or embanking.")
- Final Grade: The finished or resulting Grade where earth meets the Building after completion of the proposed Development Activity.

The Applicant proposes to measure the height of the Restaurant from Final Grade rather than Existing Grade.

When the area was annexed into the City, it was zoned ROS-MPD:

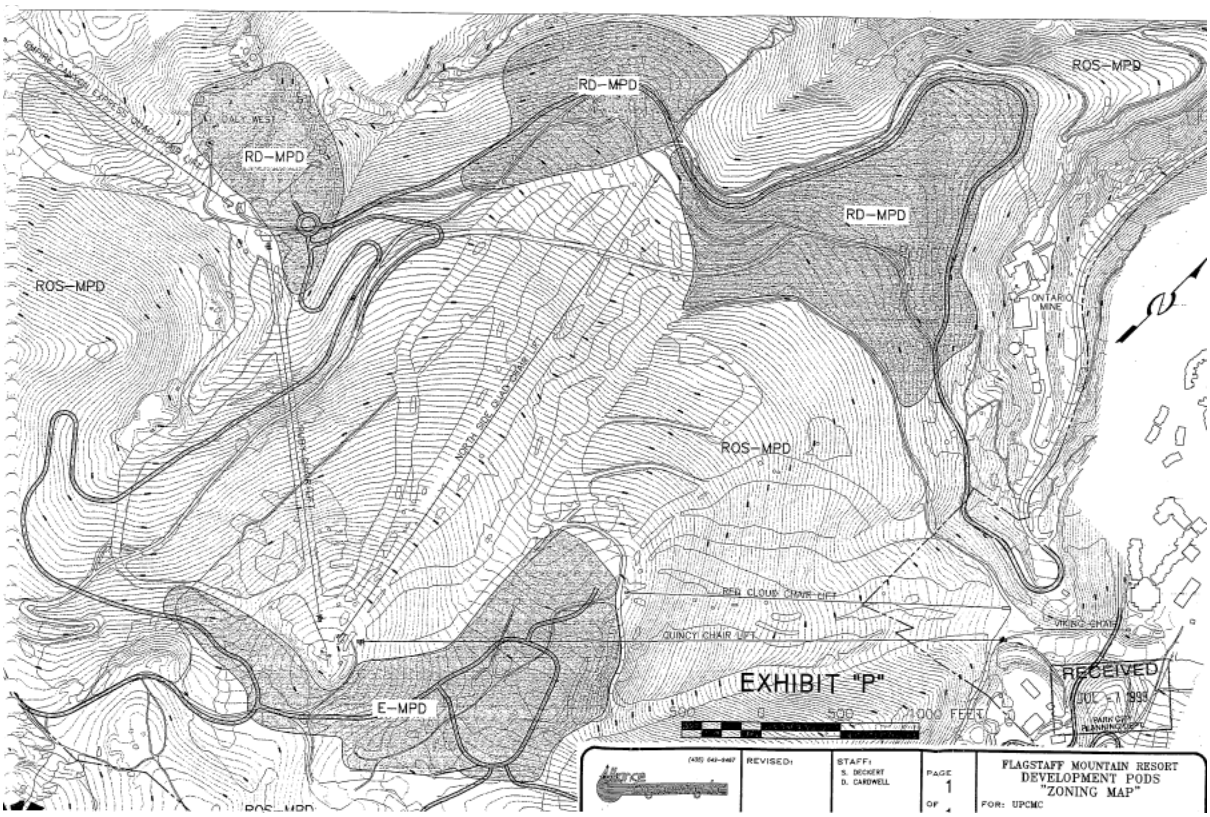

Figure 3: Exhibit P to the 1999 Development Agreement

As a result, many projects within the Empire Pass area exceed the Building Height of the Zoning District pursuant to the Density allocated for specific projects. For example, One Empire Pass, Argent, and the Residences at the Tower are within the Residential Development – Master Planned Development Zoning District. Like the ROS Zoning District, the maximum Building Height is 28 feet.[1] Yet, each project exceeds the Zoning District Building Height subject to the Master Planned Development density approvals. On July 28, 2004, the Planning Commission approved the Village at Empire Pass MPD with Building Height exceptions for Buildings 1-9. One Empire Pass (Building 5) is 92 feet in height above Existing Grade, Argent (Building 4) is 92 feet in height above Existing Grage and the Residences at the Tower (Building 1) is 86 feet in height above Existing Grade.

One difference between the Empire Pass projects that exceed the Zoning District height, and the proposed Restaurant location is the change to grade. On August 8, 2018, the Planning Commission approved an amendment to the Flagstaff Technical Report #15 *Construction Mitigation Plan* which established 10206 Twisted Branch Road

[1] LMC § 15-2.13-4

as a receiving Site for clean, excavated soil. The Applicant estimates that approximately 15,000 cubic yards of soil have been deposited at the Site.

The image below shows the depth of the fill soil from several different locations at the Site:

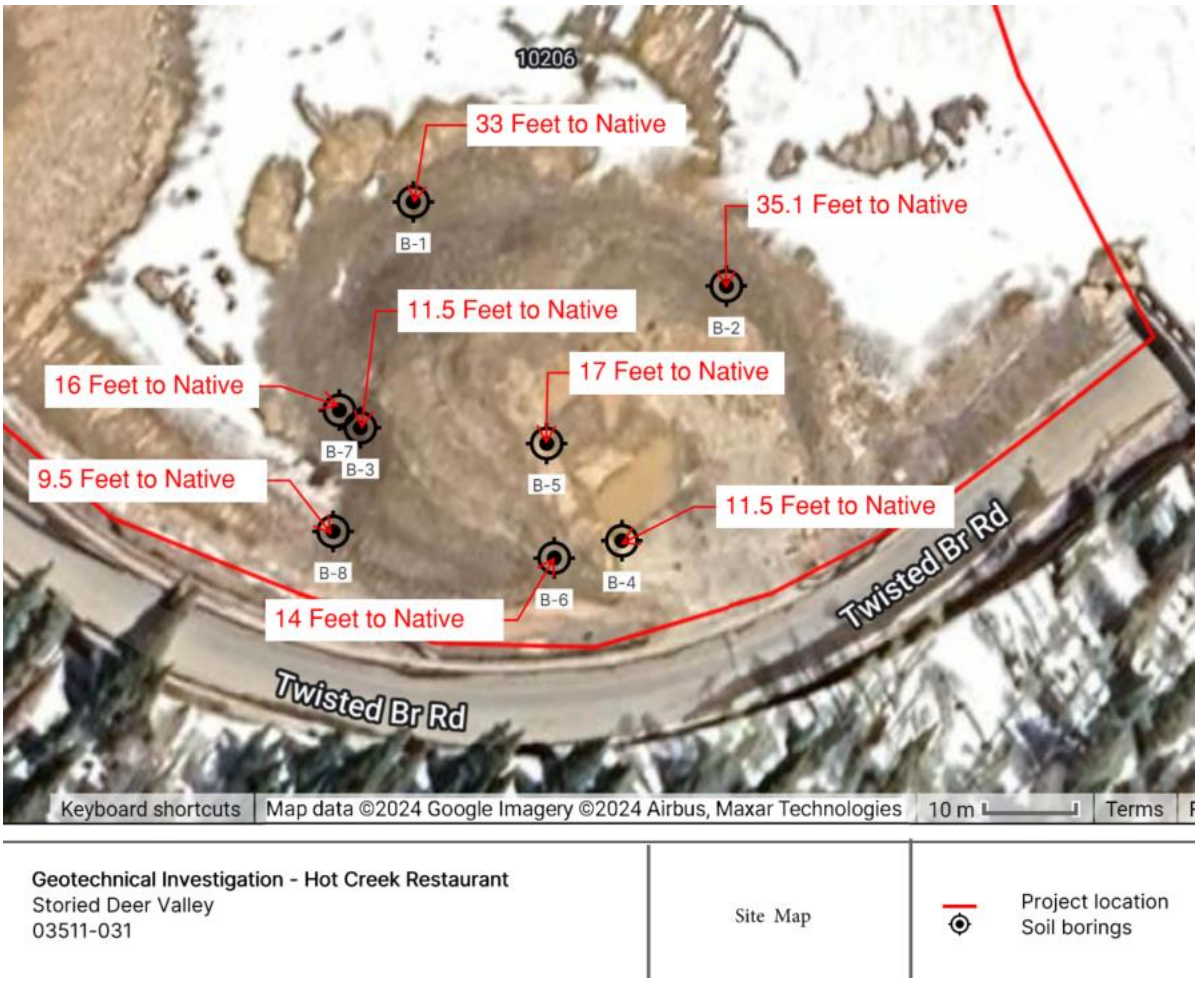

Figure 4: Applicant's Geotechnical Report

The Applicant's proposed roof over topography plan shows the maximum height of the proposed Structure is 26.5 feet from Final Grade. If measured from Existing Grade, the highest point of the Structure would be approximately 36.5 feet from Existing Grade, 8.5 feet above ROS Zoning District height.

The Applicant submitted a visual analysis demonstrating that the proposed Structure measured from Final Grade would not be visible from any designated Vantage Points (Exhibit D).

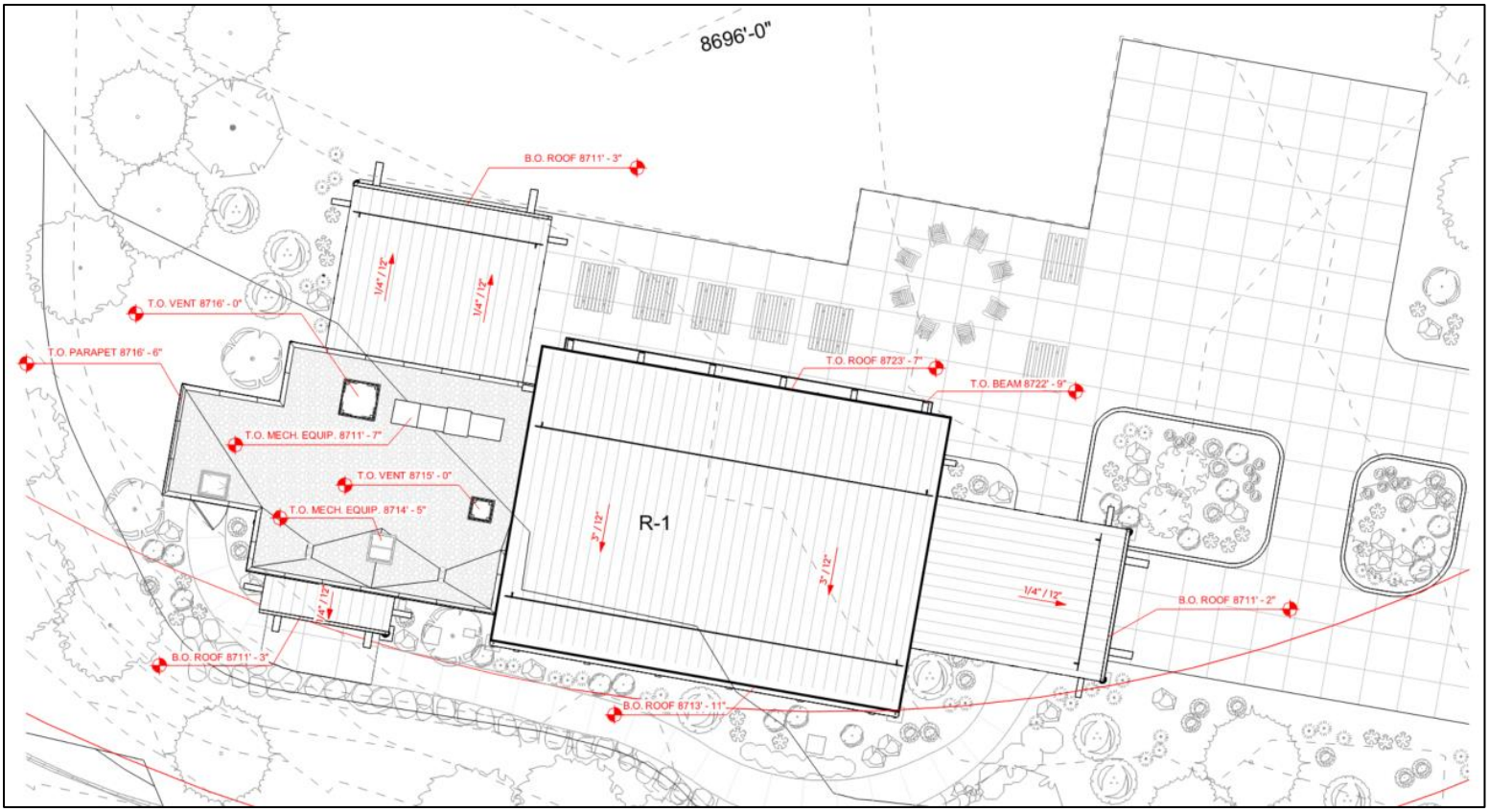

Figure 5: Applicant's Proposed Roof Over Topography from Final Grade

Figure 6: Applicant's Rendering of Proposed Structure, Located on Final Grade

LMC § 15-6-5(F) establishes an allowance to exceed Building Height through an MPD when the Applicant can demonstrate six criteria are met.

“The Building Height requirements of the Zoning District in which a Master Planned Development is located shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site-specific analysis. . . The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made . . . In order to grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits;
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 as determined by the Site specific analysis;
3. There is adequate Landscaping and buffering from adjacent properties and Uses;
4. Increased Setbacks and separations from adjacent projects are proposed;
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible;
6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City’s Historic Districts and Historic Sites if the Building is located within the Historic District.”

Staff Analysis is shown in italics below:

1. *Section 2.6 of the Amended Development Agreement requires that the Restaurant be between 7,000 and 10,000 square feet. The Applicant proposes a Structure that is 2,862 square feet with a 2,807-square-foot patio for Outdoor Dining and events, less than the allowable density for the Site and the increase in Building Height will not result in an increased square footage or Building volume that would be allowed under the ROS-MPD Zoning District.*
2. *The nearest Structure is located approximately 1,138 feet from the proposed Restaurant. There will be no impacts such as loss of solar Access, loss of air circulation, or increased shadows to nearby Structures from the proposed Restaurant.*
3. *There are no adjacent properties to 10206 Twisted Branch Road with Structures. The proposed Restaurant is located adjacent to the Deer Valley Ski Resort and will provide ski-in/ski-out access for members of the Talisker Club. The Applicant proposes a four-foot retaining wall and Significant Vegetation including trees and shrubs along the Front Setback to help screen the Structure from Twisted Branch Road.*
4. *The proposed Structure complies with the Front Setback requirements and will be located greater than 150 feet from the Side and Rear property lines.*
5. *The proposed Restaurant does not decrease the amount of required Open Space in the Flagstaff Annexation Area, as outlined in Section 2.6 of the Flagstaff*

DA. Members of the Talisker club will be able to access the Restaurant off the Bandana Ski Run in the winter, and there are no hiking or biking trails that will be impacted by the proposal.

6. *The Applicant proposes a roof form that complies with LMC § 15-5-5(F). The Applicant proposes a single-sloped roof with contributing flat roofs (see Figure 6 above)*.

See Exhibit J for the Applicant's response to the six criteria.

(II) The proposal complies with LMC Sections 15-2.7-3 Lot and Site Requirements, 15-2.7-5 Architectural Review and 15-2.7-6 Vegetation Protection.

LMC § 15-2.7-3 requires that all Structures must be no less than 25 feet from the boundary line of the Lot, district or public Right-of-Way.

LMC § 15-2.7-3(A) outlines Fences and walls as a Setback exception. The Applicant proposes to construct a four-foot Retaining Wall in the Front Setback.

The proposed Structure complies with all Setback requirements.

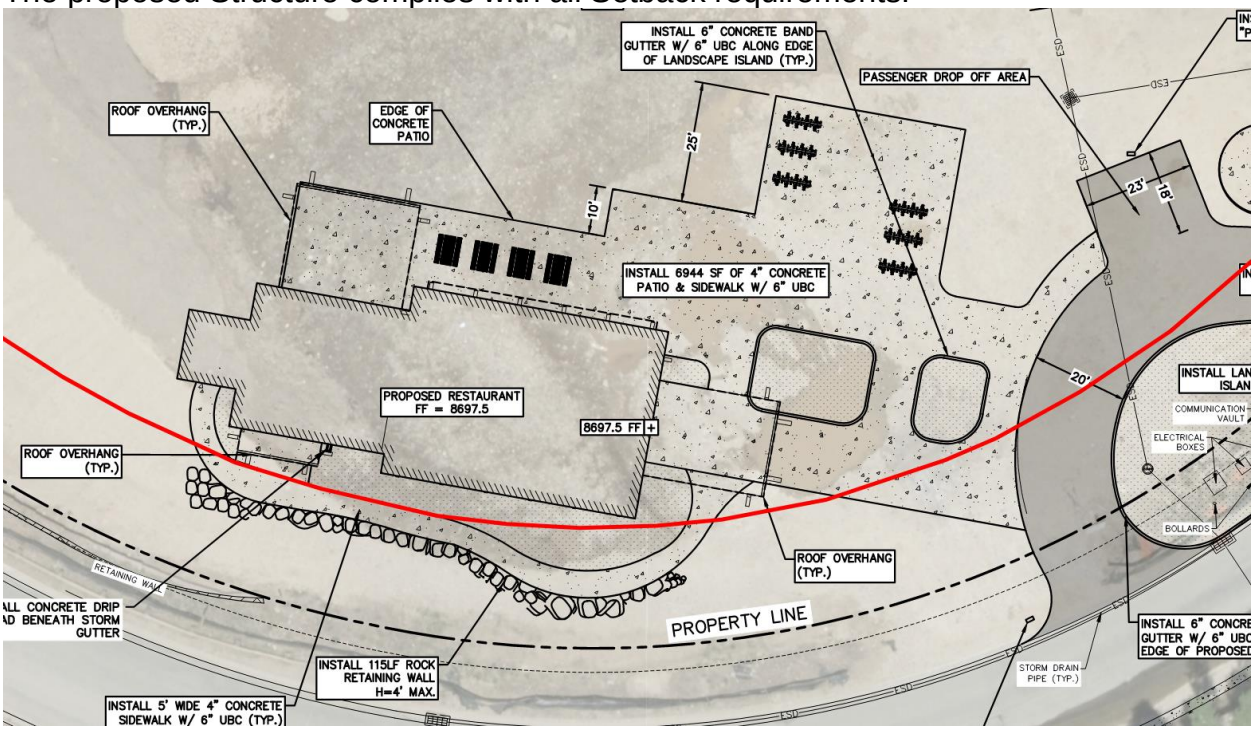

Figure 7: Applicant's Site Plan with Front Setback Shown in Red

The proposed Structure complies with the architectural design guidelines outlined in LMC § 15-5-5. On December 13, 2024, the Empire Pass Design Review Board approved the proposed design for the Restaurant (Exhibit E).

There is no Significant Vegetation located on the Site.

(III) The proposal complies with the Sensitive Land Overlay requirements in LMC Chapter 15-2.21.

Slope Protection: No Development is allowed on or within 50 feet, map distance, of Very Steep Slopes, Areas subject to land slide activity, and other high-hazard geologic Areas. An Area of Very Steep Slopes must cover a topographic Area at least 25 feet vertically, upslope or downslope, and 50 feet horizontally in any direction to be subject to this prohibition.[2]

The Applicant's slope map shows the proposed Development is not located on or within 50 feet of a Very Steep Slope area (Exhibit F).

Ridge Line Area Protection: No Structure or other appurtenant device, including mechanical equipment, may visually intrude on the Ridge Line Area from any of the designated Vantage Points depicted in LMC § 15-2.21-5(B).

The proposed Restaurant is approximately 1,000 feet from the nearest ridgeline and is not visible from any designated Vantage Points (Exhibit D).

[2] LMC § 15-2.21-4(A)

Figure 8: Designated Ridgeline (Yellow Line), Proposed Restaurant (Red Star)

Wetlands and Stream Protection
The nearest stream is approximately 1,500 feet from the proposed Restaurant (Exhibit G).

Wildlife and Wildlife Habitat Protection
The Applicant's wildlife and wildlife habitat report, prepared by wildlife consultant Bio-West, concludes that due to the clearing and soil filling that has occurred at the Site, there is no suitable habitat for any federal or state-listed species (Exhibit H). No additional wildlife or wildlife habitat protection measures are required.

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

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

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

CUP Review Criteria	**Analysis of Proposal**
Size and Location of the Site	**Complies:** The proposed Restaurant is in an appropriate location adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club. The size of the Restaurant complies with the original square footage limitations outlined in the Flagstaff Development Agreement (DA).
Traffic	**Complies:** The Flagstaff DA requires that the Restaurant is accessible exclusively to members of the Talisker Club and not open to the public. No Parking Spaces are proposed. The Restaurant will only generate traffic from the private shuttles for club members to access the Restaurant. The Talisker Club operates between two and 14 shuttles at one time to transport members throughout Deer Valley. Employees will access the Restaurant via shuttle after parking at or taking transit to the Ontario or Mine Bench Parking Lots. The Ontario and Mine Bench Parking Lots have 92 Parking Spaces that are used by the Talisker Club. During the winter, members of the Talisker club may ski to the Restaurant or take a shuttle. In the summer season club members can mountain bike or hike to the Restaurant and the Applicant has confirmed that the shuttles will be used for members to access the Restaurant via Twisted Branch Road. Service and delivery vehicles will access the Restaurant via the drop off/shuttle drive through area. When there is a conflict between service/delivery vehicles and shuttles, there is a space for vehicles to pull into and wait, see image below.

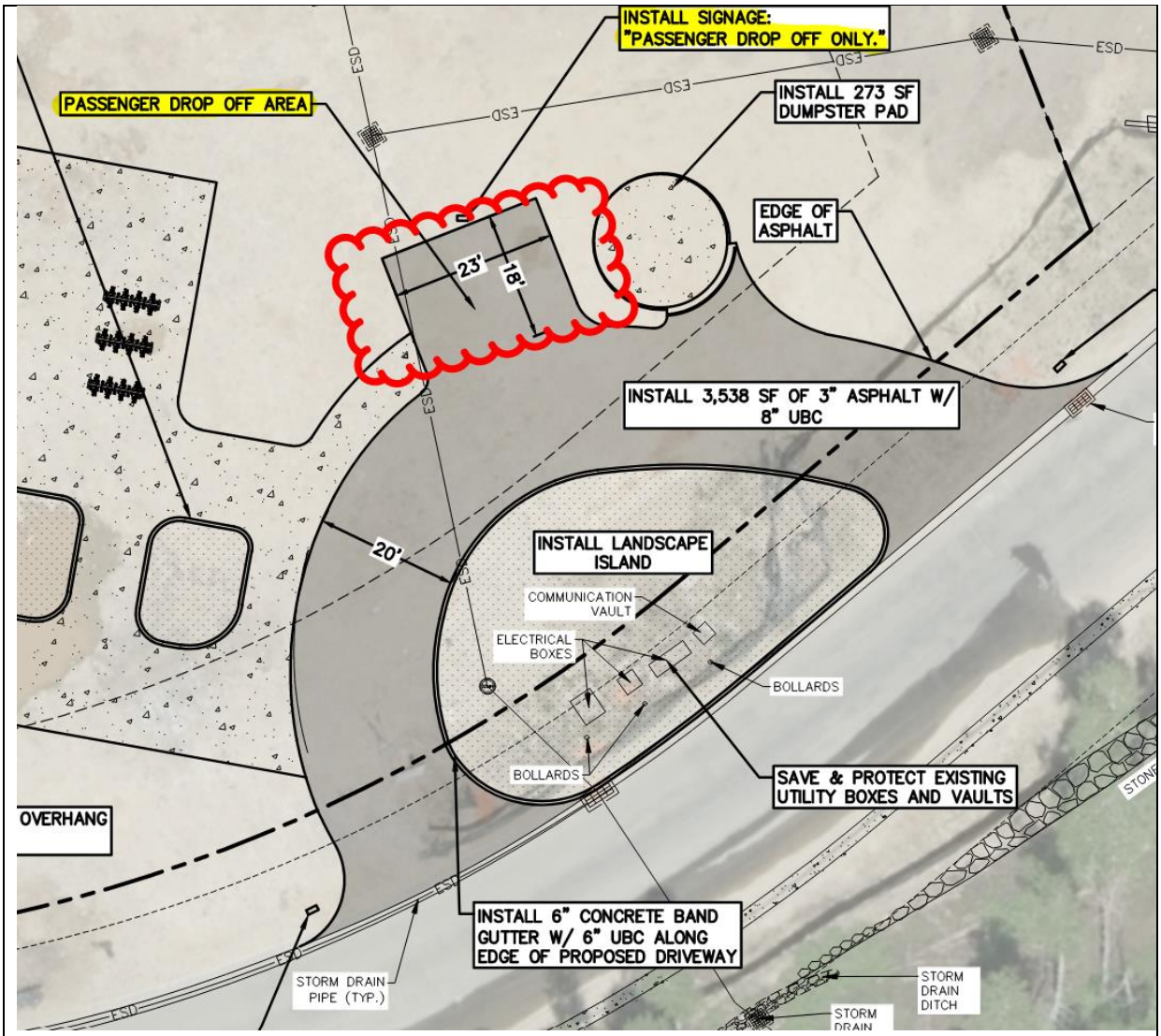

Figure 9: Applicant's Proposed Shuttle Drop Off and Delivery Area

Utility Capacity	**Condition of Approval:** The Development Review Committee (DRC) reviewed the proposal on January 21, 2025. The Park City Fire District requires the Applicant to install two fire hydrants in locations to be determined by the Fire District prior to building permit issuance.
Emergency Vehicle Access	**Complies:** The DRC confirmed the proposal conforms with all emergency vehicle access standards.
Off-Street Parking	**Condition of Approval:** Section 2.6 of the Amended Flagstaff DA stipulates that no Off-Street parking is allowed for the private Restaurant. The Applicant proposes no Off-Street Parking Spaces. The

	Ontario and Mine Bench Parking Lots have 92 Parking Spaces for Talisker Club use. Staff recommends a Condition of Approval: The Applicant is responsible for managing parking. All Restaurant employee and guest parking at the Ontario or Mine Bench Parking Lots shall be limited to those Parking Spaces leased by the Talisker Club and shall not impact public trailhead parking.
Internal vehicular and pedestrian circulation system	**Complies:** The Applicant proposes to construct a drop off area for shuttle vehicles and deliveries. The proposed Restaurant is off the Bandana ski run and is accessible to skiers.
Fencing, Screening, and Landscaping	**Complies:** The Applicant proposes a four-foot-tall retaining wall in the Front Setback, which is an allowed exception pursuant to LMC § 15-2.7-3(A). The Applicant proposes a landscape plan that complies with LMC § 15-5-5(N).
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	**Complies:** The proposed Building is less than the square footage described in Section 2.6 of the Flagstaff DA and is adjacent to the Bandana ski run to allow ski-in/ski-out access for members of the Talisker Club.
Useable Open Space	**Complies:** The proposed Restaurant does not decrease the amount of required Open Space in the Flagstaff Annexation Area, as outlined in Section 2.6 of the Flagstaff DA.
Signs and Lighting	**Conditions of Approval recommended:** • Any proposed signs for the Restaurant must receive a separate sign permit approved by the Planning Department. • Any exterior lighting must be down directed, fully shielded and with bulbs 3000-degree Kelvin or less.
Physical Design and Compatibility with Surrounding Structures	**Complies:** The proposed Structure complies with the architectural design guidelines outlined in LMC § 15-5-5. On December 13, 2024, the Empire Pass Design Review Board approved the proposed design for the Restaurant (Exhibit E).
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	**Condition of Approval** recommended**:** • The Restaurant must comply with

	Municipal Code Chapter 6-3 *Noise*.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	**Complies:** The Applicant proposes a drop-off area for loading and unloading in front of the Restaurant. The Applicant also proposes a round, screened trash enclosure near the drop-off area.
Expected Ownership and Management	The Restaurant will be owned and operated by Talisker Club. Only members of the Talisker Club will have access to the private Restaurant.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	**Complies:** See Sensitive Land Overlay analysis in Section III. The proposed Restaurant is not near any physical mine hazards and is not within the Park City Soils Ordinance boundary.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	The Upper Deer Valley section of the General Plan (p. 251) states that future improvements within the area should focus on a comfortable visitor experience and support the resort economy.

(V) The proposal, as conditioned, complies with the Outdoor Dining criteria in LMC § 15-4-21(B)(1).

Outdoor Dining Criteria	**Analysis of Proposal**
The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.	**Complies:** The proposed seating area is on Talisker Club's private property and will not diminish any proposed landscaping.
The proposed seating Area does not impede pedestrian circulation.	**Complies:** The proposed seating area is in a convenient location for ski-in/ski-out access and does not impede pedestrian circulation.
The proposed seating Area does not impede emergency Access or circulation.	**Complies:** The DRC confirmed the proposal conforms to their requirements.
The proposed furniture is Compatible with the Streetscape.	**Condition of Approval** recommended**:** • The Applicant is required to submit final furniture details prior to building permit issuance.
No music or noise is in excess of the City Noise Ordinance,	**Condition of Approval** recommended**:** • The Restaurant must comply with Municipal

Title 6.	Code Chapter 6-3 *Noise.*
No Use after 10:00 PM.	**Complies:** The Applicant's narrative states that the Restaurant will be open from 7:00 AM to 5:00 PM in the winter and will only operate in the summer if an event is planned.
Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.	**Complies:** The Outdoor Dining area will not create additional parking demand. No Parking Spaces are proposed for the Restaurant, pursuant to Section 2.6 of the Flagstaff DA.

(VI) The Development Review Committee reviewed the proposal on January 21, 2025 and requires a Condition of Approval.[3]

- Park City Fire District requires the Applicant to install two fire hydrants. Location of the fire hydrants will be confirmed by the Fire District at building permit submittal.

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 April 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on April 9, 2025. The *Park Record* published courtesy notice on April 9, 2025.[4]

Public Input

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

Exhibits

A: 2008 CUP Final Action Letter
B: 2018 Amendment to Flagstaff Development Agreement Technical Report #15
C: Technical Report #5 Open Space Management Plan
D: Visual Analysis
E: Empire Pass Design Review Board Approval
F: Applicant's Slope Map
G: Wetlands and Streams Map
H: Wildlife Habitat Report Prepared by BIO-WEST

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

I: Proposed Plans
J: Applicant’s Height Narrative

FILE COPY

PARK CITY
1884

Building Department • City Engineer • Planning and Zoning

February 14, 2008

United Park City Mines Company
P.O. Box 1450
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name	Talisker Club Mountain Restaurant
Project Description	Conditional Use Permit
Date of Action	February 13, 2008

Action Taken By the Planning Commission: The Planning Commission APPROVED the proposed Talisker Club Mountain Restaurant based on the following:

Findings of Fact:

1. The Talisker Club Mountain Restaurant Conditional Use Permit is located on Twisted Branch Road in the Recreation Open Space (ROS-MPD) zoning district of the Flagstaff (now Empire Pass) annexation area.
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 original Development Agreement (DA) allowed for the construction of an on-mountain private restaurant (Section 2.6 Beano's Style Private Club). An amended and restated DA was signed in March of 2007.
4. The amended DA, Section 2.6 reads:

   2.6 Beano's Style Private Club. DEVELOPER may construct a private restaurant (Beano's Cabin at Beaver Creek-style), at a location to be determined at the CUP phase. No private parking areas or vehicular access will be allowed except (i) access and space for patron drop-off's and pickup'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.

5. The proposed Talisker Club Mountain Restaurant Conditional Use Permit is for 9,954 square feet for total space.
6. The proposed Conditional Use Permit is consistent with the amended Development Agreement for Empire Pass.
7. The Talisker Club Mountain Restaurant will be wholly owned by Talisker Club LLC.
8. The elevation and climate of Flagstaff creates a harsh environment for utilities and their maintenance.
9. The building will be included in the Empire Canyon emergency access route.
10. The Utility Maintenance Agreement between Park City and the Master Homeowners Association is affected by the installation of additional utilities for this project.
11. The maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof). The proposed building complies with the height requirements.
12. The Construction Mitigation Plan must reiterate that downhill construction truck traffic will use Royal Street.

Conclusions of Law:

1. The CUP is consistent with the Amended and Restated Flagstaff Mountain Development Agreement, and the Park City Land Management Code.
2. The CUP is consistent Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. A water efficient landscape and irrigation plan that indicates snow storage areas and meets the defensible space requirement is required prior to building permit issuance.
3. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines.
4. All exterior signs require a sign permit.
5. Materials color samples and final design details must be approved by staff prior to building permit issuance.
6. The final building plans and construction details for the project shall meet substantial compliance with the drawings dated October 26, 2007, as submitted and reviewed by the Planning Commission.
7. No on-site parking for employees or guests is allowed. All employees and guests must use shuttle or Dial-A-Ride service for vehicular access.
8. No gate is proposed or allowed with this approval except to screen the service and delivery area.
9. The Fire Marshall shall review and approve a fire protection plan prior to Building Permit issuance.
10. A revised and restated Utility Maintenance Agreement between the Master Empire Pass Owner's Association and Park City shall be finalized and recorded prior to any building permit issuance. The revised agreement shall clearly assign all responsibility for any and all snow removal in Empire Pass and Deer Valley as

necessary for access, parking, utility maintenance, fire hydrant access, water valve access, gas line access, telecommunications access, SCADA component access and function, and any and all inspections and/or related maintenance, to the Master HOA, without limitation or reservation. The Master HOA shall assume all responsibility for all trench repairs, including ski run restoration, snow melt system repair, and snow making system repair without limitation.

11. The Empire Canyon secondary emergency access route must be updated prior to Building Permit issuance.
12. A subdivision plat is required to be recorded prior to building permit issuance.

Sincerely,

Brooks T. Robinson
Principal Planner

CONSTRUCTION MITIGATION PLAN
FOR
FLAGSTAFF MOUNTAIN RESORT PARK CITY, SUMMIT COUNTY, UTAH also known as EMPIRE PASS

EXHIBIT 15

Prepared by:
United Park City Mines Company

May 2001
(Revised and Approved December 2001)
Revised February 2004
Further revised June 2008
Revised August 2018

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Exhibits

Exhibit A — Off-site Road Improvement Plan
Exhibit B1-B2 — Emergency Access Plan (revised 1/2004)
Exhibit C — Road Cross Sections (revised 1/2004)
Exhibit E — Ontario #3 Mine Building Complex Staging Area

(Exhibits D and F were deleted with the 2008 Amendments)
Renumber pages for Table of Contents with final clean document.

I. INTRODUCTION, GOALS OBJECTIVES

This study is one of several reports that have been prepared to support the Flagstaff Mountain Resort's Large Scale Master Plan Development (LSMPD) application. As LSMPDs are programmatic in nature and subject to refinement at subsequent Master Planned Development (MPD) or Conditional Use Permit (CUP) stages, correspondingly, the contents of this report should be viewed as conceptual in nature and subject to change as specific plans are developed. Details developed at the MPD or CUP stage will not require a modification of this plan provided that they comply with the Goals and Objectives of this Plan.

General Description of the Property

Flagstaff Mountain Resort (the "Resort") is an assemblage of mining claims totaling approximately 1,655 acres of land (the "Annexation Area" located at the southwestern corner of Summit County, Utah. The Annexation Area is bordered by Deer Valley Resort to the east and State Highway 224 (Marsac Avenue) to the northeast. The southern boundary coincides with the Summit County/Wasatch County line. The Park City Mountain Resort borders the Annexation Area to the west and northwest. The Resort was annexed into the corporate limits of Park City, Utah on June 24, 1999 (refer to Exhibit "A" attached).

The proposed areas of development will be restricted to a) the "Mountain Village" consisting of three Development Pods ("A", "B-1" and "B-2") limited to: a) maximum of 84 acres and b) the "Northside Neighborhood" (Development Pod "D") limited to a maximum of 63 acres.

The maximum density allowed within the Mountain Village includes 785 Unit Equivalents configured in no more than 550 dwelling units and 192 hotel rooms. The residential units may be multi-family units, hotel room units or PUD units. In addition, the Mountain Village may also contain a maximum of: i) 16 single-family home sites; and, ii) 75,000 sf of resort support commercial uses. The Flagstaff Development Agreement was amended and recorded in March of 2007 and is referred to as the Amended Agreement.

The Northside Neighborhood (aka Red Cloud) may contain a maximum of 38 single-family home sites of which 30 are currently entitled and 8 are subject to further requirements under the Development Agreement. In addition to the Deer Valley Resort "Empire" Day Lodge near the Daly West waste rock pile, uses for the Resort are intended to include hotel lodging facilities, resort support commercial, multi-family residential units, PUD-style residential units and single-family home sites. Recreational uses will remain similar to the

current uses described above, with the exception of commercial snowmobiling, which will be discontinued.

Construction and Potential Construction Impacts

Development of the Resort will include two (2) basic types of construction, infrastructure which includes roads, utilities, etc. and the actual residential and commercial buildings themselves. This Construction Mitigation Plan primarily addresses the infrastructure development of the Resort, although the guidelines set forth herein will be incorporated into the individual construction mitigation plans that will be required for each of the building development projects.

The proposed infrastructure development includes construction of: i) roadways, with the associated bridges and tunnels; ii) storm water drainage facilities; and, iii) utility systems including sanitary sewer, water storage & pumping, water distribution, natural gas, electric power transmission and telecommunication systems along with trail systems, ski lifts and other Resort improvements.

As stated above, each individual building project will be required to submit a site-specific construction mitigation plan prior to commencement of construction. These individual building construction mitigation plans will supplement and be consistent with this Plan. Section VI, “Construction Mitigation Plan Management” addresses this supplemental process to ensure compliance and implementation of these Plans.

Construction Mitigation Planning Goals and Objectives

The primary goal and objective of this Construction Mitigation Plan is to identify and mitigate the impacts of infrastructure construction associated with the Resort, adhering to the standard Park City Municipal Corporation (“Park City”) required construction impact mitigation measures along with additional site-specific mitigation measures required by the Development Agreement.

In addition, a complete Storm Water Pollution Prevention Plan (“SWPPP”) will be prepared and implemented separately for the Resort in strict accordance with local, State and Federal guidelines. The primary goals of the SWPPP will be: i) to limit the areas of disturbance of the existing vegetation to only those areas required to install the proposed improvements; ii) to retain sediment on site to the extent practicable through the selection, installation and maintenance of storm water control measures in accordance with good engineering practices; and, iii) to prevent construction litter, debris and chemicals from becoming a pollutant source of storm water discharges. The SWPPP will also be designed to protect Park City’s water sources and their designated water source protection areas.

For purposes of this Construction Mitigation Plan, and inasmuch as most of the issues and concerns addressed are identical, portions of the SWPPP will be

incorporated into the individual sections of the Plan as they apply.

II. EXISTING CONDITIONS

Existing Access

Access to the approximately 1,655-acre Annexation Area is via either Guardsman Pass Road or Daly Avenue. Guardsman Pass Road through the site is a narrow and steep minimally maintained road with a surface of either deteriorating asphalt or gravel. Guardsman Pass Road is not maintained or plowed in the winter and is closed to vehicles after the first significant snowfall of the season at a gate located approximately one-quarter mile south of the Guardsman Connection. Daly Avenue provides gated access to the mouth of Empire Canyon below Development Pod A.

Existing Uses

The Annexation Area has historically been a popular recreational site used by area residents and visitors alike. Winter uses include both lift-served resort skiing as well as backcountry skiing, snowshoeing and snowmobiling. Summer uses include mountain biking, hiking and equestrian uses.

Within the Annexation Area portion of Deer Valley Resort, there are six existing ski lifts and approximately 36 ski runs, many of which have been cut through forest stands, graded, and revegetated. Four additional lifts are currently planned for the Annexation Area. One of these will serve the ski in/ski out needs of Development Pod A, one will access existing terrain between the Red Cloud and Northside Lifts (Ski Pod D) and the other two will access new intermediate and advanced Ski terrain in Empire Canyon (future Ski Pods X and Z).

A snowmobile concession, located just east of the Guardsman Connection at the horse stable has been discontinued.

Numerous trails currently exist within the Annexation Area, which include improved roadways, jeep trails, single-track trails, and undeveloped game trails. Many of the undeveloped trails are used on a limited basis by local hikers and equestrians. Other trails receive more frequent use and are recognized as serving a broader spectrum of the public. The “Trails Master Plan for Flagstaff Mountain Resort” provides a detailed description of the existing trail system.

Mining Operations

Although active mining operations ceased in 1982, more than a century of intensive mining activities within the Annexation Area have left a number of mining-related features ranging from bits of debris and subtle landscape alterations to massive mine waste rock overburden sites and standing structures.

As mentioned above, the Historic Preservation Plan provides specific information regarding the current status of mining related structures and features within the Annexation Area.

Existing Utilities

Utilities as outlined in the Utility Master Plan have been installed in Marsac Avenue. Water, Electrical and telephone are connected to the service providers. The second sewer outfall down Marsac Avenue is partially complete and will be finished in the summer of 2004.

Existing Emergency Services

Existing and proposed Emergency Services are detailed in the Emergency Response Plan for the project.

III. SCOPE OF INFRASTRUCTURE CONSTRUCTION WORK

Improvements to Marsac Avenue and Mine Road section of State Route 224

As required by the Development Agreement, the Resort will make certain improvements to Marsac Avenue beginning at the Deer Valley Drive "Roundabout," continuing south on Marsac Avenue and the Mine Road to the Guardsman Connection. Included as part of these improvements will be the construction of a runaway truck ramp which was completed in 2001. The balance of the improvements to this section of road include rebuilding the travel surface, adding curb and gutter, and the addition of a short uphill passing lane which is schedule to be completed by the end of 2004.

Realigned Guardsman Pass Road

Guardsman Pass Road from the Guardsman Connection through Development Pods A and B-1 to Development Pod B-2 has been realigned and accepted by the State.

Private Road

A private road, constructed to the same cross-section described above for the re-aligned portion of Guardsman Pass Road, will be built to serve Development Pod D and the proposed Bonanza Mountain Resort located in Wasatch County on a year-round basis (refer to Exhibit "G" attached). Access to this private road will be limited to the residents of Flagstaff Mountain Resort and Bonanza Mountain Resort along with their respective visitors, guests, employees and service personnel (refer to the Private Road Access Limitation Procedures for Flagstaff Mountain Resort). A private street may be dedicated to the City with City Council approval. An emergency secondary access road will be built from Pod D to Pod A.

Development Pod Infrastructure

Roads within the Development Pods will be constructed to cross-sections similar to those described for the re-aligned Guardsman Pass Road (refer to Exhibit "B" attached). These roads will include all of the required utilities, which, for the most part, will be installed within the road platform. Parking will not be allowed on either side of these roads.

Bridges and tunnels will be constructed to provide grade separation of vehicles and recreational users (hikers, bikers & skiers). These structures will be designed to incorporate so-called "dry crossings" to provide access during construction as well as emergency vehicular access around these structures in the event of a structural failure.

Utilities

Water:

The Flagstaff Mountain Resort Conceptual Water Master Plan provides for the storage and distribution of water for both domestic and firefighting uses. Water will be provided to the Resort by the Park City Municipal Corporation in accordance with i) an *AGREEMENT FOR A JOINT WELL DEVELOPMENT PROGRAM, dated January 14,2000 and ii) a MEMORANDUM OF UNDERSTANDING 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 dated June 24,1999*, dated January 14, 2000, and iii) numerous other water agreements-between the parties, and iv) any future agreements.

Water will be delivered to the 1,000,000 gallon storage tank (Water Tank #1) that UPK constructed on the east side of Guardsman Road, just above the Empire Day Lodge. The primary source of water for Tank #1 is planned to be the Spiro Water Treatment Plant via the 13th Street Pump Station and the Woodside Tank. After necessary upgrades to the existing system are completed, water will be pumped from the Woodside Tank up Empire Canyon to the Pod B-2 Tank via a 10" ductile iron water line.

The secondary source that presently supplies Tank #1 is the existing Bald Eagle Tank at the Deer Valley Resort. Water gravity flows to Tank #1 from the Bald Eagle Tank through the water line that feeds the Empire Day Lodge at Pod B-2 via a 10" ductile iron water line that runs along the Banner Ski Trail and across the Northside Ski Runs. Tank #1 is located at an operating elevation of approximately 8,450 feet above sea level and provides approximately 540,000 gallons of fire storage for Pods A, B-1 and B-2. This

storage capacity has been calculated to provide the necessary 3,000 gallons per minute for the three-hour duration in accordance with the requirements of the Park City Building Department.

Tank #1 will provide water via a pump station and a 10" ductile iron water line to a second tank (Tank #2) of 1,000,000 gallons to be located along the ridgeline in the area above red Cloud. Tank #2 will be located at an operating elevation of approximately 9,150 feet above sea level and will provide approximately 300,000 gallons of fire storage for red Cloud and for UPK's property in the Bonanza Flats area of Wasatch County. This storage capacity has been calculated to provide 2,500 gallons per minute for the two-hour duration. The fire flow assumptions for this tank have been reduced since the buildings served will be much smaller than those programmed for Pods A, B-1 and B-2. Water will be distributed from these tanks via a series of water mains, with fire hydrants installed along the roads and throughout the development Pods as required by Park City and the District. In addition to the required fire hydrants, fire department connections and standpipe systems, fire hose storage cabinets and their appurtenances will be provided in strategic locations throughout Empire Pass to ensure appropriate resources are available in the event of a fire.

Sewer:

Flagstaff Mountain Resort will enter into the necessary Line Extension Agreements with the Snyderville Basin Water Reclamation District in order to secure adequate sanitary sewer service for the Resort.

Flagstaff Mountain Resort will construct a wastewater collection system throughout the Resort area.

Beginning at Development Pod D at the top of Flagstaff Mountain, wastewater will be collected and transported downhill via two separate sewers. The first will follow the alignment of the proposed private road that connects Development Pods D and B-2 and will collect wastewater from those single-family lots located on the west side of Flagstaff Mountain. This sewer will then collect wastewater from Development Pods B-2 and B-1 and convey it to the sewer line constructed in Empire Canyon during 2001. This is the sewer line that extends from the Empire Day Lodge to upper Daly Avenue.

The second sewer will collect wastewater from the balance of the single-family lots within Development Pod D and convey it along the Northside ski runs to Development Pod A.

A system of sewers within Development Pod A will collect the wastewater conveyed from Development Pod D, along with the wastewater generated in Development Pod A and convey it to Prospect Ridge.

From Prospect Ridge, a sewer will convey the wastewater down to one of two connections to the existing sanitary sewer system.

One is the existing sewer that was extended up Marsac Avenue by the City to a point just above the new Deer Valley Drive “roundabout” in Ontario Canyon. This line has the capacity to accept all of the wastewater generated by the Resort and will be the primary receiver of the Resorts wastewater.

The other outfall is the connection that will be made to the existing sewer at the top of Daly Avenue in Empire Canyon. The capacity of this line is restricted due to existing conditions within Main Street, so this line can only accommodate a portion of the overall requirements of the Resort.

Electric Power:

The source of electric power for the Resort will be the existing Judge Tunnel switch and the recently realigned Olmsted line. Power will be distributed from this point throughout the Resort via an underground distribution system located within either the proposed street rights-of-way or utility easements.

Telecommunications:

Allwest Communications will provide fiber optic lines for Internet, cable and phone.

Natural Gas:

Questar Natural Gas Company has extended a transmission line to a regulator station in the pod B1 area. Distribution line have been installed in the realign Marsac Ave

For additional information relating to the proposed construction associated with the development of Flagstaff Mountain Resort, please refer to the following Resort master plan documents:

- The Construction and Development Phasing Plan
- The Utilities Master Plan
- The Drainage Master Plan
- The Private Road Access Limitation Procedures
- The Emergency Response Plan

IV. CONSTRUCTION IMPACTS AND MITIGATION MEASURES

Construction Phasing

Detailed anticipated timeline of construction activities are described in the “Construction and Development Phasing Plan for Flagstaff Mountain Resort”. A

Construction Mitigation Plan is required at the time of Conditional Use Permit application.

Traffic Impacts

The primary impacts to traffic on the roadways adjacent to the Annexation Area relate to construction personnel commutes and deliveries of construction materials and supplies.

As stated above, the primary access to the Annexation Area will be via Marsac Avenue and the Mine Road. The vast majority of construction personnel and material handling traffic to and from the Annexation Area will travel along this route. To a much lesser extent, there will be some minimal construction related traffic along Main Street and Daly Avenue associated with the limited construction activity located in the lower portions of Empire Canyon.

Roadways potentially impacted by construction traffic will include the following:

- SR 224 from Kimball Junction to Deer Valley Drive
- SR 248 from Quinn's Junction at Highway 40 to SR 224 (Park Avenue)
- Bonanza Drive
- Park Avenue to Deer Valley Drive
- Deer Valley Drive to Marsac Avenue
- Marsac Avenue from the roundabout to Hillside Avenue
- The Mine Road from Hillside Avenue to the Guardsman Connection
- Daly Avenue and Main Street

Potential construction traffic impacts include:

- Increased traffic associated with construction personnel arriving and leaving the Annexation Area
- Deliveries of construction materials, primarily loaded trucks moving slowly uphill
- Temporary traffic restrictions associated with the required improvement of Marsac Avenue and the Mine Road

A variety of traffic related mitigation methods will be implemented to minimize the above referenced traffic impacts.

Since the majority of the construction activities will take place during the late spring, summer and early fall construction season, and during long periods of daylight, the majority of the construction personnel will be arriving and departing the Annexation Area at traditionally non-peak time periods. This will help to mitigate traffic congestion during the normal morning and afternoon peak travel times. Although there is no formal system proposed construction personnel will be strongly encouraged to car pool to and from the Annexation Area to reduce traffic impacts.

The Resort will develop and implement a detailed program to mitigate traffic impacts related to the delivery of materials and supplies to the Resort and the haul-off of excess and waste materials from the Annexation Area.

This program will include, but not be limited to, the following components:

Delivery Schedules

In general deliveries will be restricted to follow the schedule set out in this section which is designed to minimize conflicts with tourist and holiday traffic. Deliveries that cannot accommodate this schedule will be the subject of a specific delivery plan that will be submitted and approved by the Building Department.

Deliveries to the site are of varying types and uses. General construction material will originate from SLC and will be at predictable times and frequency. These deliveries will be scheduled to not coincide with ~~peek~~ peak winter tourist traffic patterns and will avoid holidays. In the winter peak ski season (Christmas through Presidents Day) these deliveries will be scheduled to arrive during week days after 9:30 AM and before 3:30 PM and will be direct to the construction site. Saturday deliveries are possible but will be the exception and will be further restricted to after 10:00 AM and before 3:00 PM. Sunday and holiday deliveries will be prohibited. In the balance of the year the delivery schedule will also avoid holidays and Sunday, but will generally be permitted over the normal construction hours. Summer traffic conflicts can occur on non-holiday times when festivals are scheduled outside of weekends and holidays. The Master Owners Association will verify with the City the festival schedule to the project identifying areas of concern. The developer will coordinate with the City to minimize conflicts with these dates and times.

Just-in-time deliveries consist of materials fabricated off site such as structural steel, pre-cast concrete and trusses. These materials are shipped by common carrier and are offloaded from the truck and placed directly on the building during normal working hours. While their arrival in town is random and not schedulable like routine deliveries from SLC, they are few in number and will have limited impact.

Concrete deliveries are the most demanding from a schedule point of view. Small pours can be scheduled to respect the off peak delivery schedule set out for routine deliveries. However large pours will occur year-around and may need to be scheduled for the full day. These deliveries schedules will be submitted to the Building Department for approval as previously noted.

Directions and Travel Routes

Deliveries and traffic routes will be monitored and recorded by the Master

Homeowners Association (MHA) who has the ability to levy fines on contractors and owners who fail to comply with the approved project CMP~~plans~~. See MHA mitigation plan for details of requirements and coordination of CMPs throughout the project.

A Delivery Route Map providing suppliers with directions to the Resort from 1-80 and US 40 including detailed information related to travel conditions and construction detours along the route(s) through Summit County and Park City. This map will be updated on a frequent basis to ensure deliveries do not get lost and cause undue impacts on other parts of Park City. The maps will not require that downhill truck traffic use Royal Street. Downhill truck traffic is ~~, however~~ at the discretion of the Chief Building Official or the Chief of Police:

(i) Over-length trucks that cannot stay in their lane on the turns on Royal Street may be allowed to go down the mine Road/Marsac Avenue; and
(ii) Trucks may be routed down the Mine Road/Marsac Avenue when weather or other conditions make travel down Royal Street unsafe or impractical.

- Deliveries will be required to be scheduled in advance to ensure that: i) they arrive during non-peak Park City travel periods; ii) equipment is available to quickly off-load the shipment; and, ill) a storage area is available. With the approval of Park City, deliveries may be scheduled outside of normal working hours to minimize traffic impacts.

- Deliveries will be timed to coincide with the installation of the materials to ensure that the Resort's storage areas do not become overcrowded.

- Deliveries will be prohibited during area special events including, but not limited to, the Fourth of July celebration, the Arts Festival and the Miner's Day celebration.

- Appropriate directional signal will be installed to clearly direct deliveries to their appropriate destination.

With regard to the improvements associated with the reconstruction of Marsac Avenue and the Mine Road, the Resort will work with Park City to develop an approved construction phasing and implementation plan. This plan will include various elements including, but not limited to, a phasing plan and schedule, a detour plan, a construction signage plan, and a public information program all similar to the one implemented on the construction of the sewer in lower Marsac Avenue.

Hours of Operation

Although for the most part construction associated with the Resort is isolated and a significant distance from existing neighboring residential areas, since the construction is taking place uphill from and in confined canyons adjacent to these

residential areas that may transmit sound over a great distance, hours of construction is a concern.

In accordance with the Park City Construction Mitigation Guidelines, construction operations will be limited to the hours of 7:00 AM to 9:00 PM Monday through Saturday and 9:00 AM — 6:00 PM on Sunday. These restrictions will be strictly enforced whenever noise and disruption from construction operations may create a public concern. In more remote areas of the Annexation Area that will not affect neighboring residential areas, extended hours of operation may be requested, subject to the approval of the Park City Community Development Department.

Construction Personnel Vehicle Parking

Due to the considerable size of the Resort, the high number of anticipated construction personnel, the need to keep Marsac Ave open to the public, the restrictive nature of the terrain and the vegetation which must be protected, construction personnel vehicle parking is a concern.

The Resort will designate, construct, maintain and manage specific construction personnel vehicle-parking areas located throughout the Annexation Area. Parking is prohibited on Marsac Ave. The Ontario Mine site is the primary area for this work. Land uses for the Ontario Bench may be subject to a Conditional Use Permit. This site is of an appropriate size and is well situated to accommodate the large numbers of construction personnel that will be working in the lower portions of the Resort in and around Development Pod A. The site is already improved with storm drainage related facilities and asphalt paving. The removal of the mill buildings has increased the area available for staging at this location.

There will be a number of smaller “site specific” construction vehicle parking areas established throughout the Annexation Area. These sites will be located only in areas slated for future construction to ensure that no new vegetation is disturbed. These sites will again be graded and treated to control storm water run-off, mud and dust.

Construction. Staging and Material Storage Areas

Similar to the above referenced construction personnel vehicle parking, due to the size of the Resort, the need to keep Guardsman Pass Road open to the public, the potential for changing weather conditions, the restrictive nature of the terrain and the vegetation which must be protected, construction staging and material storage is a significant concern.

The Resort will again designate, construct, maintain and manage specific construction staging and storage areas located throughout the Annexation Area. The same two sites referenced above will play significant roles to mitigating these impacts.

The existing Ontario No. 3 Mine Building Complex will act as the primary staging and material storage site for the Resort. The existing buildings located on this site will provide opportunities to house construction field offices. The exterior portions of the site are of an appropriate size and are well situated to accommodate the long-term storage of large quantities of construction materials required by the Resort.

Excavated materials generated from the project will be processed and reused or disposed of within the annexation area, or at Bonanza Flats, unless otherwise approved by the City Council. Materials will be processed by sorting the material into structural fill and top soil. The bulk of this processing will occur pursuant to a City approved Construction Mitigation Plan which reduces the overall number of haul trips necessary to transport the excavation waste material to its final approved location and minimizes impacts on existing neighborhoods and future residents within the project area. Final locations for waste material storage shall be designated in area which eliminate or substantially reduce haul trips down Marsac Ave below Pod A. Processed materials which are suitable for reuse as engineered fill, aggregate, or landscaping materials will be returned to the site as needed. This reuse will reduce offsite truck trips.

Structural fill and top soil that are surplus to the project will be subject to grading permit approval by the City. AU fill and fill sites will be subject to appropriate geotechnical engineering and testing and be the subject of a grading permit as required by the IBC. Placement of this material will be covered under separate permit and is the responsibility of United Park City Mines Co (UPK).

The Daly West waste rock pile will act as the primary storage area of on-site generated materials such as trees and vegetation. This site will also be designated as a secondary construction staging area and material storage site since it is well situated to service the mid-portions of the Resort in and around Development Pods B-1 and B-2. However, all work in and around the Daly West must be coordinated with the Mine Soil and Physical Hazards Mitigation Plan. Until the mitigation of Mine Soils is complete on this site, the area available for construction staging will be limited.

In an effort to re-use all suitable materials generated during the construction of the Resort, it is anticipated that several recycling operations will take place at the Daly West staging area. The first will be a wood chipping operation to process organic materials such as trees, slash, ground vegetation and scrap lumber into mulch. This material will be available for use in a variety of ways including mud & dust control, ground stabilization and re-vegetation & landscaping ground cover.

There will be a number of smaller “site specific” construction storage areas established throughout the Annexation Area. These sites will be located in areas slated for future construction to ensure that no new vegetation is disturbed.

In addition to having appropriate areas to stage construction activities and store

construction materials, it is very important to manage, these areas effectively. This management will begin at the entry to the Annexation Area.

As was stated earlier, a Resort entry "check-point" will be established in the area across from the existing stable facility at the Guardsman Connection. Resort personnel will monitor, direct and control all deliveries made to, and transported within, the Annexation Area. Materials requiring long-term storage will be directed to the Ontario #3 Mine Building Complex, while materials needed in the near-term will be directed to either the Daly West area or directly to the site of the construction.

Appropriate good housekeeping practices are also vitally important in the efficient and orderly storage of construction related materials. The Resort will exercise good housekeeping practices in compliance with all applicable Federal, State and local laws, regulations and ordinances to prevent exposure of stored materials to storm water.

The Resort will take special care in the handling and storage of potentially hazardous materials. Examples of hazardous materials include:

- Pesticides, insecticides and herbicides
- Petroleum products including oils, fuels, diesel oil, lubricating oils and grease
- Nutrients including soil additives and fertilizers
- Construction chemicals including paints, acids for cleaning masonry surfaces, cleaning solvents, asphalt products, concrete curing compounds

The storage and use of these materials will conform to the manufacturer's recommendations and good housekeeping practices including:

- Providing locked, weather resistant storage areas
- Lining storage areas with plastic sheeting to contain any leaks
- Storing containers in a cool, dry location
- Keeping container lids tightly closed
- Monitoring all containers and storage facilities on a regular basis
- Maintaining an inventory of all products stored on-site

Any excess materials will be disposed of in compliance with all Federal, State and local laws, regulations and ordinances.

The Resort will construct security fences with gates around its stockpile and staging areas as required and will employ security personnel and services as necessary to protect these areas during off-hours.

Park City may require performance bonds to ensure compliance with specific Construction Mitigation Plans, which would be forfeited at the time of any

violation.

Temporary Utilities

The Resort has installed the basic utility infrastructure for sewer, power, natural gas, electricity and phone in Marsac Avenue. Construction utilities will extend from these services.

Health & Safety Plan

In accordance with Federal OSHA standards as well as requirements of State and City ordinances, the Resort will develop and implement an approved Health and Safety Plan that will govern all construction activities associated with the Resort.

Waste & Trash Management and Recycling of Materials

As is the case with all construction projects, large quantities of waste, trash and construction by-products will be generated by the Resort. These materials must be stored, handled and disposed of properly so as not to cause adverse impacts to the surrounding area and the environment.

The Resort will develop and implement a trash management and recycling program to maintain clean construction sites, maximize material recycling, minimize disposal truck traffic impacts and minimize impacts to the local landfills. This program will control the storage and disposal of waste & trash and re-utilize recyclable materials, both organic and manufactured.

Trash collection stations will be established at all primary and secondary staging areas. The Resort will provide a sufficient number of dumpsters, designed specifically for the purpose of the storage of solid waste, and schedule timely haulage services to legal landfill disposal areas to ensure that the dumpsters do not become overfull. Haulage of partial loads will be prohibited in order to minimize truck trips. As was stated in the traffic impacts section, specific haul routes will be coordinated to minimize traffic impacts.

Recycling containers will be located near the dumpsters to facilitate separation of reusable and recyclable materials from the trash. Non-organic recyclable materials will be re-utilized on site as much as possible. The Resort will arrange for the removal of all recyclable materials that cannot be reused on-site. As was stated earlier, organic materials, such as scrap lumber, trees, slash and ground vegetation, are planned to be chipped on-site into mulch for use on-site.

Sanitary Waste Disposal

As is the case with any construction project with large numbers of construction personnel, sanitary waste disposal facilities are critical.

The Resort will provide adequate portable toilets for use by the construction personnel. These temporary toilets will be provided and maintained by a licensed provider who will dispose, of all waste in compliance with all applicable State and local laws, regulations and ordinances.

Sanitary facilities will be located a sufficient distance from any storm drainage systems to prevent contamination in the event of a spill. Any spill will be cleaned up immediately.

Grading and Excavation Impacts

Impacts from grading and excavation generally fall into to three categories. The first is the generation of fugitive dust and/or mud. The second relates to traffic impacts of hauling excess materials off-site. Finally, the third relates to erosion of exposed surfaces and storm water management.

Fugitive Dust and/or Mud

Disturbance of the natural vegetation layer and earthwork/excavation activities results in the exposure of the natural soil to the elements. During dry periods, wind, trucks and equipment traveling across these disturbed areas create fugitive dust. This fugitive dust has the potential to negatively affect air quality. During wet periods, the dust turns into mud and, if left unchecked, can impact existing watercourses and can be tracked off-site onto public roadways.

To the extent possible, disturbed areas will be kept to a minimum. Earthwork activities will be scheduled so that the area to be disturbed and left unprotected from erosion will be as small as possible and exposed for the shortest time feasible.

Areas targeted for grading and excavation operations will be delineated by the use of silt fencing on the downhill side of slopes and limits of disturbance fencing in other locations. This fencing will generally be located within five feet of the limits of cuts and fill operations. These delineated limits of disturbance will be strictly enforced to minimize the areas of disturbance.

Temporary stabilization procedures including the establishment of temporary and/or permanent vegetation, mulching, geotextile fabrics, etc. will take place as required to prevent soil erosion. These measures will be installed as soon as practical after construction activities have been temporarily or permanently ceased.

Cut and fill slopes, utility corridors and other areas of disturbance will be covered with topsoil and revegetated as soon as practical to prevent erosion. Mulch and gravel generated from the previously referenced on-site recycling program will be used to control dust and stabilized wet areas.

Fugitive dust will be controlled with appropriate application of water as a palliative. One or more water trucks will be employed throughout the workday to water down haul roads and disturbed areas.

Most of the work associated with the Resort will occur on-site and out of existing public rights-of-way. However truck traffic traveling to and from the Resort has the potential of tracking dust onto public roadways.

Each project will establish a truck wash program. For most sites vehicle wash down areas will be at the entrance to all job sites off of Marsac Avenue. Single family projects will establish portable wash facilities as part of their individual plans. This wash down area will consist of temporary asphalt paving or clean, well-graded gravel with a water hose station and a catch basin to receive the wash water. All construction vehicles leaving the job sites will be inspected by Resort personnel, hosed down as required and have their loads covered or wetted if applicable.

Street Cleaning:

The truck wash at the entrance to the job site will eliminate most sediment transport from the job site to the City's storm water conveyance; however, the potential exists for incidental or accidental transport to Marsac Avenue. Consequently, the drop inlets downhill of the project will be equipped with silt traps of filter fabric or hay bales. These silt traps will be inspected on a weekly basis and prior to any forecast for precipitation and cleaned as needed. Streets will be swept as need depending on the effectiveness of the truck wash program. Streets will also be inspected and cleaned as needed prior to any forecasted precipitation.

Traffic Impacts:

The majority of all materials generated from on-site grading, excavation and other earthwork operations will be retained within the Annexation Area. This material will be used for such things as topsoil cover material, landscape berms and/or structural fills. This policy will reduce traffic impacts on City roads.

Storm Water Management:

The project construction is covered under a SWPPP issued by the State that is held in the name of the master developer, United Park City Mines Co. (UPK). This plan corresponds with the requirements of that permit. UPK will be responsible along with the MHA for enforcing that permit within the project.

The primary goals of the SWPPP are: i) to limit the areas of disturbance of existing vegetation to only those areas required to install the proposed improvements; ii) to retain sediment on site to the extent practical through the selection, installation and maintenance of control measures in accordance with

good engineering practices; and iii) to prevent construction litter, debris and chemicals from becoming a pollutant source for storm water discharges.

In general, the Resort will institute the following good housekeeping practices:

- Protecting existing vegetation to remain from disturbance
- Minimizing slope lengths and steepness
- Preventing pollutant contact with precipitation and runoff
- Keeping pollutants off exposed surfaces
- Keeping materials out of storm drainage systems
- Reducing storm runoff velocities
- Minimizing generation of waste materials and dispose of all waste materials properly
- Storing all materials properly, including adequate covering
- Preventing leaks and spills, cleaning up any spills immediately
- Preventing concrete and cement mortars from entering storm drainages
- Applying fertilizers, pesticides and herbicides in accordance with the manufacturer's instructions
- Minimizing tracking of sediment off-site

All proposed staging and materials storage areas will incorporate storm run-off controls. Storm water collection, transmission and disposal faculties will be constructed to route storm water runoff around these areas. The storm water flows from these facilities will be discharged, where possible, through areas of natural vegetation so that filtering can occur. In areas where natural vegetation is not available, siltation basins will be constructed. Upon completion of the Resort, or when a staging area is no longer being used, these storm water run-off control facilities will be removed, re-graded and re-vegetated.

The Resort will install a variety of storm water run-off prevention measures whenever natural vegetation is disturbed including, but not limited to, straw bales, silt fences, silt basins, rock check dams, etc. to prevent silt and other construction related materials from entering the storm drain systems and/or water courses.

UPK and MHA personnel will routinely inspect the above-described erosion and sediment control facilities on a regular basis. These facilities will be maintained, repaired and supplemented as required to ensure effective operating conditions. Sediment will be cleared from the control facilities when the depth of the accumulated sediment reaches a maximum of 1/3 of the height of the structure.

Upon completion of construction, all temporary facilities will be removed from the site and re-vegetated after the disturbed areas have stabilized.

<u>Noise Prevention</u>

As stated earlier, although, for the most part, construction associated with the Resort is isolated and a significant distance from existing neighboring residential areas, since the construction is taking place uphill from and in confined canyons adjacent to residential areas, noise impacts could be a concern. Obviously, work associated with the reconstruction of Marsac Avenue and the Mine Road could generate noise that may impact residential areas along this alignment.

All construction operations will be conducted in compliance with Park City's hours of operations and noise restriction guidelines and ordinances.'

In the event that any essential operation generates noise that consistently exceeds the 65-decibel limit set by Park City, Project representatives will meet with City Engineering Department and Building Department officials to determine the best method for mitigating the impact.

Engineering and Building Department officials will be notified of any proposed strong percussive noises, such as blasting activities, three days prior to the event taking place. Blasting contractors will be required to obtain necessary, permits prior to blasting.

Temporary Lighting

Since for the most part, construction associated with the Resort is isolated and will take place a significant distance from existing neighboring residential areas, impacts from lights associated with after-dark construction related activities or staging and storage areas is not anticipated to be a significant concern.

It is not anticipated that normal construction activities will occur after dark. It is, however, possible that certain special operations, such as utility tie-ins that can only be performed during "off hours," may necessitate work being completed after dark. The Resort will take great care to provide adequate lighting for the safety of the construction personnel while attempting to 'ensure that said lighting does not impact neighboring residents. An approved temporary lighting plan will be developed and submitted to the City for their approval at the City's discretion prior to commencement of any construction operations requiring exterior, temporary lighting.

Resort Identification and Notification Information

In accordance with Park City Construction Mitigation guidelines, Resort identification signs will be constructed and posted at the entries to the Annexation Area. These signs will include, at a minimum, the following Resort information:

- Name, address and telephone number of the developer
- Name, address and telephone number of person responsible for the

Resort
- Name and telephone number of the party or parties to contact in case of an emergency

In addition to the general Resort identification signs described above, and as stated previously, the Resort will develop construction signage plans as required to adequately inform the public of hazards related to construction activities, detours, etc. These signage plans will address construction activities associated with both roadways and trails.

Public Notification and Communication:

In light of the fact that the Annexation Area consists of approximately 1,650 acres used by a large segment of the population for recreational activities, keeping the public informed of the schedule and progress of the construction will be very important.

Meetings with neighboring property owners in particular and the public in general will be encouraged to keep everyone apprised of the current conditions.

The Resort will continually assess all operations that may adversely impact or Inconvenience residents and/or businesses in the area of the Resort or motorists, hikers, bikers and/or equestrians traveling throughout the Annexation Area so that proper notification and communication of impacts can be made in advance. These impacts may include road closures and detours, trail closures and detours, and night operations, etc. This notification process will be maintained throughout the entire construction process. All said notifications will be coordinated with representatives of Park City and communicated to the public via the local newspaper, radio stations and mass mailings.

Although every effort will be made to minimize the disruption of the existing trail system, some trails will be temporarily dosed or detoured, re-routed or permanently eliminated due to infrastructure construction. Detours and/or new permanent trails will be completed in a timely manner to minimize the Impact of Resort construction activities on the trail users.

Other Issues

Since dogs on active construction sites can be a distraction and a hazard to construction personnel as well as a threat to the well-being of the animal itself, dogs will be forbidden on construction sites at any time in accordance with Park City ordinances.

V. CONSTRUCTION PHASING

Phasing of the Resort will consist of an orderly and systematic construction and development plan, as approved by the Planning Commission in December of 2001. This plan extends access and utility services to the Annexation Area in a timely fashion to facilitate the sale of a wide range of real estate product without undue impacts to Park City, its residents or the environment.

VI. CONSTRUCTION MITIGATION PLAN MANAGEMENT

FMP, the development entity overseeing the construction and development of the Resort, will have the overall responsibility for the implementation and enforcement of the requirements of this Construction Mitigation Plan.

Prior to commencement of any third party development project, and in accordance with the requirements of Park City's Master Planned Development approval process, the third party developer of said project will be required to submit a detailed, site-specific construction mitigation plan (CMP) to Park City Planning and Building Departments for their review and approval. A copy of these plans will also be submitted to the Resort's Master Homeowners Association for their review and approval.

The Resort's Developer and/or Master Homeowners Association will have overall responsibility to Park City Municipal Corporation to ensure the implementation and enforcement of the requirements of these individual construction mitigation plans as part of the approved Resort Covenants, Conditions and Restrictions (CC&R's) and Design Guidelines.

VII. ADDENDUM – AUGUST 2018

With development of the Mountain Village approximately 75% complete, this addendum addresses mitigation measures specific to the remaining, primarily residential, development. In 2004, the Planning Commission approved amendments to this Technical Report #15 Construction Mitigation Plan requiring site specific construction mitigation plans (CMPs) to be submitted with Conditional Use Permit (CUP) applications. All site specific CMPs shall be consistent with this Technical Report and require approval by the Planning Commission for CUPs and by the Chief Building Official and Planning Director, or their designees, for administrative CUPs and building permits.

Construction Access

Construction access for individual projects shall be addressed by the site specific CMP at the time of CUP and building permit review. With major road improvements complete, Marsac Avenue (the Mine Road) is the preferred route for downhill construction traffic, including construction workers, trucks delivering construction materials and trucks removing construction waste. The Empire Pass Master Owners Association ("EPMOA") shall work directly with contractors to mitigate on-site traffic impacts related to the delivery of materials and supplies to construction sites.

Contractor Parking

EPMOA tightly regulates parking of construction personnel vehicles within the Annexation Area. Parking is prohibited on Marsac Avenue. Parking on construction sites within the Resort is limited and strictly monitored by the EPMOA. During non-winter months, EPMOA permits limited on-street parking on private roads. During winter months, contractors are generally required to park within construction sites to keep roads clear for snow removal and emergency vehicle access. Contractors with insufficient parking on site are required to shuttle workers from remote parking sites such as Richardson Flats, Deer Valley's Royal Street Connector lot, and the Mine Bench, subject to site specific CMP and property owner/Park City Municipal approval.

Construction Staging

Individual contractors coordinate with EPMOA regarding specific construction staging and storage areas. Contractors are generally required to stage materials on site. Based on land owner approval, off-site staging of materials on vacant development sites or at the Ontario Mine Bench or Royal Street Connector lot are acceptable alternatives, subject to permits, site specific CMP and property owner approvals.

Excavated Materials

Excavated materials generated from individual projects will be tested, processed and reused or disposed of within the Annexation Area, unless otherwise approved by the City Council to be disposed of outside of the Annexation Area. Materials will be processed by sorting the material into structural fill, top soil, rock and waste material. Final locations for placement of excavated material shall be specified in the site specific CMPs and shall be designated in areas which eliminate or substantially reduce haul trips down Marsac Ave below Pod A. Excavated materials that don't test clean (such as mine waste soils) are subject to State and Federal Regulations. Property owners shall coordinate with the appropriate State and Federal agencies. Completion of all requirements by State and Federal Agencies is required prior to building permit issuance for construction.

Structural fill and top soil surplus to individual construction projects will be hauled to approved tipping sites (see below) for placement subject to grading permit approval by the City. Grading permit applications shall require grading plans, storm water plans, City approval to relocate public trails, and site specific CMPs consistent with Technical Report #15. All fill and fill sites are subject to appropriate geotechnical engineering and testing as part of a required grading permit.

Construction waste, rock, and other materials not suitable for placement at tipping sites shall be hauled off site for disposal at local landfills or other sites, as further specified in the approved site specific CMP.

Subject to grading permit approval, designated tipping sites include:

- Proposed Twisted Branch Subdivision Lot 2 ("Hot Creek")
- Proposed Twisted Branch Subdivision Parcel C
- VEPN Lot 1 (Marsac Horseshoe)
- Period No. 1 Mining Claim – MS 6567
- Period No. 5 Mining Claim – MS 6567
- O.K. Mining Claim – MS 5929
- L.E. Mining Claim - MS 5930
- Deer Valley Ski Runs
- B2 East Subdivision

See attachment A for map of Mining Claim sites.
See attachment B for general location map of these sites.

Additional tipping sites within the Annexation Area may be considered and approved by the Planning Commission. Twisted Branch Road Parcel C may be used for seasonal storage of excavated material when weather conditions preclude placement at other tipping sites, subject to grading permits, erosion control, and other safeguards and requirements consistent with this Technical Report.

Grading permit approval is required prior to placement of clean excavated materials at the identified tipping sites. Grading permit applications shall include the following items:

- existing conditions survey and topography,
- grading plans,
- storm water and drainage plans,
- erosion control plans consistent with SWPP requirements,
- significant vegetation and re-vegetation plans,
- certified forester or arborist report if applicable,
- City approval for any relocated public trails,
- access routes,

- time period of opening and date for closing of site,
- detailed construction mitigation plans consistent with Technical Report #15 and
- compliance with all standard City regulations for grading permits.

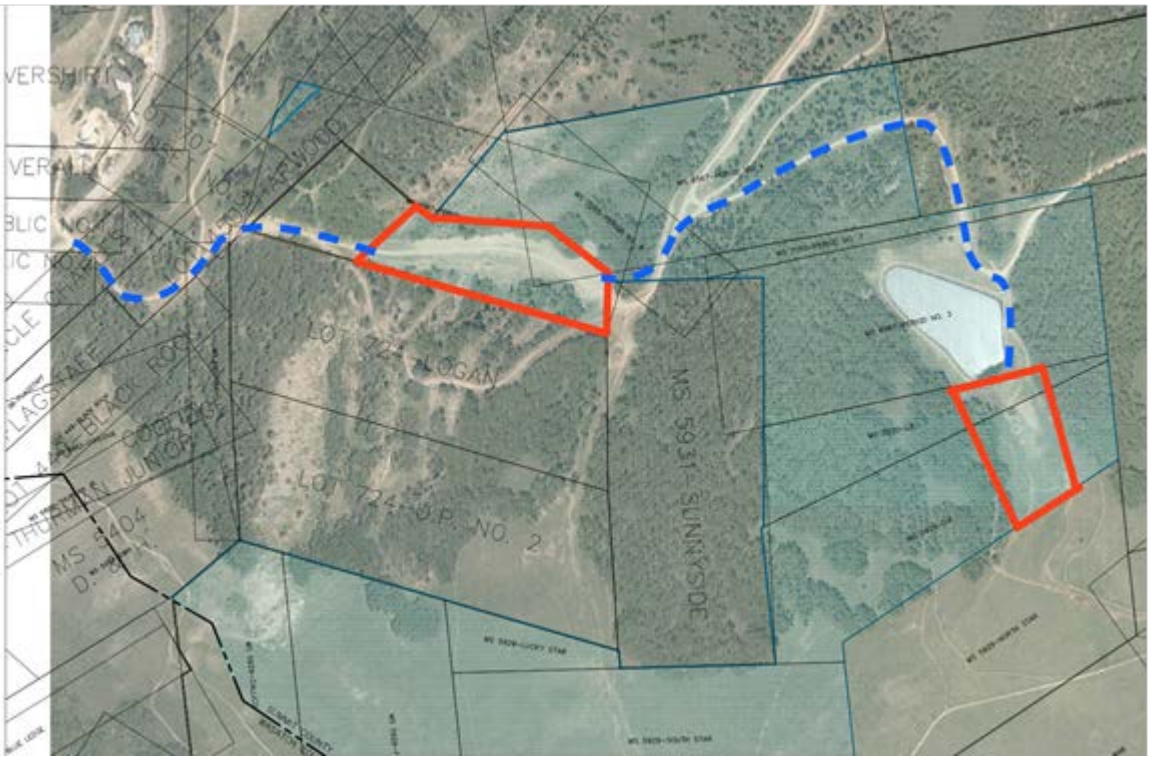
For sites with significant vegetation, a certified forester or arborist report will be required to identify and describe the health of significant vegetation on the site, to identify the best location for placement of clean excavated materials, to identify mitigation measures for removal of any significant trees and to provide best forest management practices to address dead and dying trees at the site.

The proposed sites are primarily located in the ROS zone and are generally in, or close to existing ski run areas. Access routes shall be shown on the plans and any access route that is not part of or required for ski area operations shall be reclaimed consistent with the approved grading permit.

Waste & Trash Management and Recycling of Materials

As is the case with all construction projects, waste, trash and construction by-products will be generated by individual construction projects. These materials must be stored, handled and disposed of properly so as not to cause adverse impacts to the surrounding area and the environment. Site specific CMPs for individual projects will address waste and trash management and recycling of materials, consistent with this Technical Report. EPMOA will monitor contractor compliance with trash management on individual sites and surrounding properties.

Attachment A- Mine Claim Tipping Sites

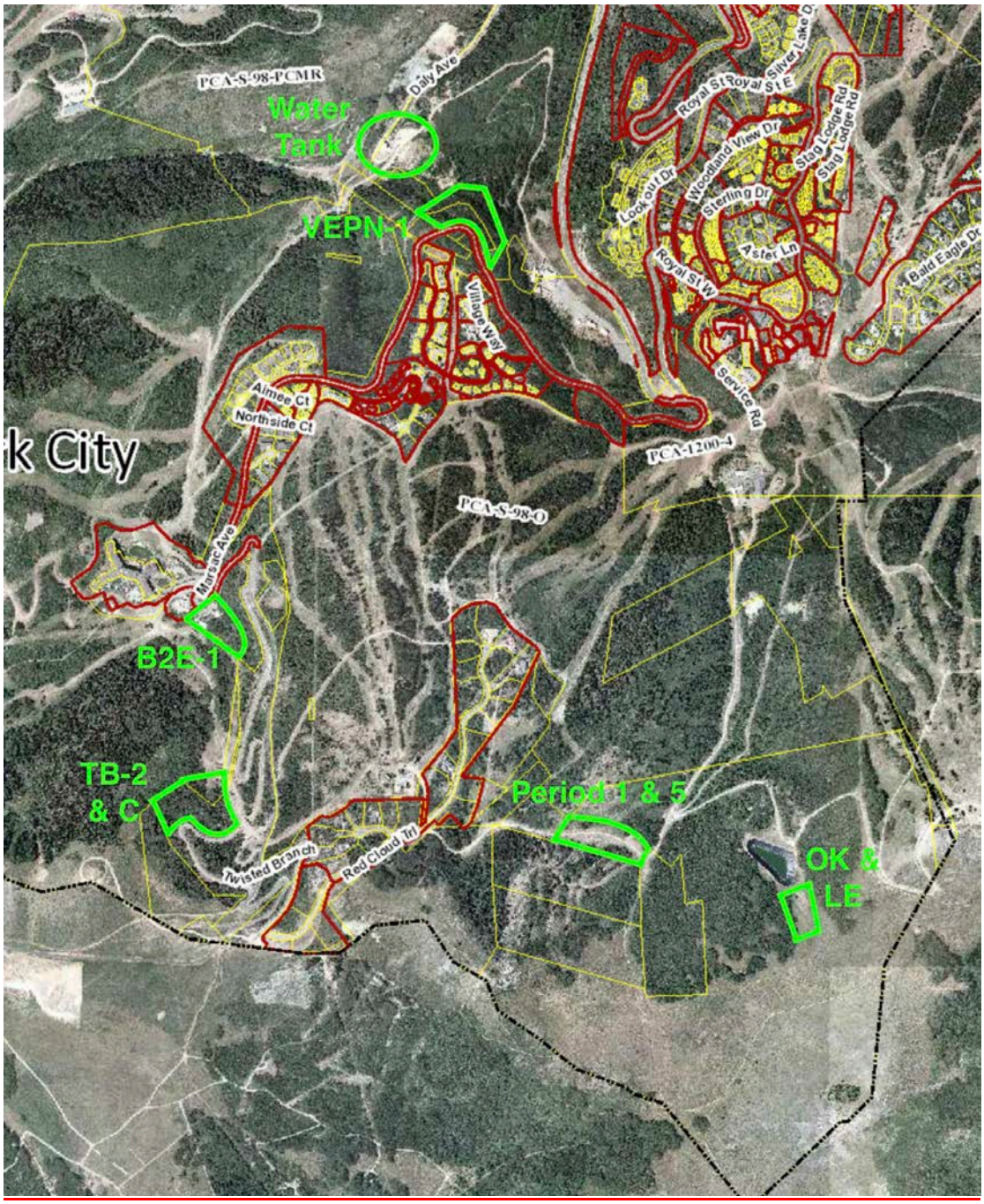


Blue dashed line is haul route off Red Cloud Trail. Red areas are tipping sites.

Site A- Period No. 1 and Period No. 5 Mining Claims

Site B- OK and LE (This site is upstream of the Deer Valley snowmaking reservoir).

Attachment B – General Location Map of Tipping Sites



FLAGSTAFF MOUNTAIN RESORT

A PLANNED RESORT COMMUNITY
DEER VALLEY, UTAH

OPEN SPACE MANAGEMENT PLAN

EXHIBIT 5

MAY 2001
REVISED AND APPROVED DECEMBER 2001

PREPARED FOR:
FLAGSTAFF MOUNTAIN PARTNERS
P.O. BOX 1450
PARK CITY, UTAH

FLAGSTAFF MOUNTAIN RESORT

OPEN SPACE MANAGEMENT PLAN

Exhibit 5

May 2001
Revised and Approved December 2001

Prepared for

Flagstaff Mountain Partners
P. O. Box 1450
Park City, Utah 84060

Prepared by

SWCA, INC.
Environmental Consultants

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APPENDIX A **17**
Figure 1 Location of Project Area
Figure 2 Open Space

EXECUTIVE SUMMARY

This Open Space Management Plan outlines the goals and objectives of open space planning for the proposed Flagstaff Mountain Resort located in Park City, Summit County, Utah (Figure 1). It presents an inventory of existing conditions and describes other open space planning efforts in the surrounding region. The plan also describes the opportunities and constraints related to open space at Flagstaff Mountain Resort. These factors include the physiography, viewshed considerations, historic sites, wetlands, wildlife habitat, recreation, as well as the existing and proposed uses associated with various portions of the Plan Area.

This plan describes two types of open space present at Flagstaff Mountain Resort: Recreational Open Space (ROS) and Protected Open Space (POS). Recreational Open Space is further divided into Developed and Undeveloped Recreational Open Space (DROS and UROS, respectively). DROS consists of lands currently managed and likely to be owned and managed in the future by Deer Valley Resort for the purpose of lift-served downhill skiing. UROS comprises the portion of the Plan Area that has not been modified for this purpose but does contain a preponderance of hiking and/or mountain biking trails. Figure 2 shows the distribution of DROS and UROS within the Plan Area.

A special case of DROS occurs in an area proposed for future ski lift and run development. The Centennial Draw Wildlife Management Area (Figure 2) includes a known elk calving site in Deer Valley's Pod Z, proposed for development in 2008. This plan outlines certain development/management constraints designed to minimize potential impacts to elk in this area. A special case of UROS occurs on Prospect Ridge (Figure 2). This area has been identified as a sensitive viewshed for Old Town Park City. This plan outlines specific management practices designed to maintain the visual character (as specified in the Development Agreement) of this area.

Protected Open Space (POS) refers to portions of the Plan Area that will be preserved for their outstanding natural and/or cultural resource characteristics. To ensure the protection of its outstanding natural resource values, the Lady Morgan sub-watershed (Figure 2) has been designated POS. The wide variety of natural, undisturbed habitats in this sub-watershed confers a high degree of biological diversity to this area. Management prescriptions designed to maintain the unique characteristics and natural dynamics of Lady Morgan Pond are specified. Another type of POS within the Plan Area is associated with specific cultural resource sites. These include a number of mining sites considered sensitive due to their historic value, vulnerability to vandalism, and/or the hazard they pose to an uninformed public (Figure 2). Brief descriptions of these sites and why they qualify for POS are provided in this plan. More detailed management considerations for these sites are provided in the Flagstaff Mountain Resort Historic Preservation Plan (Exhibit 6 to this LSMPD).

1.0 INTRODUCTION

1.1 Flagstaff Mountain Resort

This study is one of several reports that have been prepared to support the Flagstaff Mountain Resort's Large Scale Master Plan Development (LSMPD) application. As LSMPDs are programmatic in nature and subject to refinement at subsequent Master Plan Development (MPD) application and Condition Use Permit (CUP) stages, correspondingly, the contents of this report should be viewed as conceptual in nature and subject to change as specific plans are developed. Details developed at MPDs and CUPs stage will not require a modification of this plan provided that they comply with the Goals and Objectives of this Plan.

The Flagstaff Mountain Resort (Flagstaff Mountain) Plan Area is a 1,600-acre parcel of land located in the southwest corner of Summit County, Utah. Ranging from elevations of 7,800 to 9,000 feet above sea level, it forms the western portion of Deer Valley Resort, a four-season resort facility that specializes in alpine skiing in the winter; hiking, mountain biking, and horseback riding in the summer. Four distinct sites will be developed by Flagstaff Mountain Partners (FMP) as additional year-round residential communities within the boundary of the existing ski area. These sites, or development pods, are depicted along with the overall Plan Area in Figure 1. The proposed development pods include the Mountain Village area (Pods A and B-1), the Daly West area (Pod B-2), and the Northside Neighborhood (Pod D). These pods conform to those sites identified in the Annexation Resolution: Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-acre Quinn's Junction Parcel, and Iron Mountain (Park City Municipal Corporation Ordinance no. 99-30) hereafter referred to as the Development Agreement.

Within the Plan Area, native vegetation comprises a mosaic of quaking aspen and coniferous (primarily Engelmann spruce, subalpine fir, and Douglas fir) forests, Gambel oak, and mountain shrub communities. A few natural meadows occur in the area and are characterized by a variety of native grasses and wildflowers. Wet areas are dominated by willows, sedges, and rushes. Rock outcrops occur on the eastern boundary of Pod D and along the ridgeline at the head of Empire Canyon.

Some of the most notable features of the Plan Area are, however, of human origin. Large piles of mine waste rock, or overburden, are located in the Flagstaff Mountain Plan Area. These features consist predominantly of un-vegetated grayish-white crushed rock associated with the former Flagstaff, Little Bell, Quincy, Anchor, and Daly West Mines. Ski lifts and runs are another notable human-made feature of the Plan Area. Within the Flagstaff Mountain portion of Deer Valley Resort, there are six existing ski lifts and approximately 36 ski runs, many of which have been cut through forest stands, graded, and seeded with non-native grasses and forbs. Four additional lifts are currently planned for Flagstaff Mountain. One of these will serve the ski-in/ski-out

needs of Pod A, one will access existing terrain between the Red Cloud and Northside Lifts (Ski Pod D), and the other two (Ski Pods X and Z) will access new intermediate and advanced ski terrain in Empire Canyon.

1.2 Open Space Planning Goals and Objectives

The overall goal of this plan is to ensure the preservation and maintenance of Flagstaff Mountain's open space for public enjoyment and the protection of ecological values. There are two general types of open space in the Plan Area: Recreational Open Space (ROS) and Protected Open Space (POS). The purpose of ROS is to establish and preserve districts for land uses requiring large areas of undeveloped open land; permit, preserve, and encourage recreational use of these lands; and preserve and enhance environmentally sensitive lands such as wetlands, steep slopes, ridge lines, meadows, stream corridors, and forests.

The primary purpose of POS is to promote useable, public, non-improved, non-commercial, connected, and contiguous open space for community benefit; promote the preservation of undisturbed open lands; prohibit construction on ridge lines and steep slopes, or in wetlands, watersheds, and viewsheds; promote the preservation of historic sites; and preserve the vegetation and habitat of natural areas. More detailed descriptions of the Recreational and Protected Open Space classes are provided below.

Given that the Flagstaff Mountain Plan Area is largely contained within the boundaries of Deer Valley Resort, it should be apparent that ROS comprises the bulk of the Plan Area (approximately 1450 acres or 91 percent of the Plan Area). With this in mind, it should be noted that the entire Plan Area outside of the development pods is currently zoned as Recreational Open Space (ROS-MPD) under Park City's zoning ordinance. The areas proposed as Protected Open Space (POS) within this plan will be rezoned at the completion of the Mountain Village MPD. In addition the Centennial Draw (Ski Pod Z) area will also be zoned POS. The remaining ROS-MPD zone will be managed in accordance with the recommendations of this document.

To that end, there are two types of Recreational Open Space at Flagstaff Mountain: developed and undeveloped. Developed Recreational Open Space (DROS) consists of areas served by ski lifts and contains a preponderance of graded and/or cut ski runs and summer trails. Typical vegetation consists of islands of native forest cover interlaced with ski trails that have been seeded with a limited variety of exotic grasses and forbs. These areas are designed for and receive the bulk of recreational use in the Plan Area. Some currently undeveloped areas have been proposed for ski lift/run development to occur over the next eight years. These areas have been identified as DROS for the purpose of this plan. One of these areas, Centennial Draw, is a known elk calving ground and, as such, is subject to special management considerations described in Section 4.2.2, below. DROS comprises approximately 987 acres or 62 percent of the Plan Area (Figure 2). The general management objectives for DROS include

maintaining high quality, safe, attractive, publicly accessible recreational facilities on a year-round basis.

Undeveloped Recreational Open Space (UROS) may be skied in the winter and typically contains some summer trails, but it has not been heavily modified for these purposes. Consequently, it is dominated by naturally occurring, unfragmented stands of native vegetation. Summer trails in UROS tend to either be remnants of the mining era or have developed from small, volunteer efforts, or from the repeated human use of existing game trails. Where the main purpose of DROS is to provide year-round public recreation opportunities, UROS serves a wider variety of functions. In terms of recreation, UROS is typically used for backcountry skiing or snowshoeing in the winter and hiking or horseback riding in the summer. Some UROS contains trails suitable for mountain biking but only on a limited basis relative to DROS. In some areas, UROS is also important in maintaining scenic viewsheds and wildlife habitats. There are two areas designated as UROS within Flagstaff Mountain Resort (Figure 2). Together, these areas comprise approximately 464 acres or 29 percent of the Plan Area. The general management objectives for UROS are to continue to allow human access and use while maintaining the scenic qualities and habitat values of these areas.

One type of Protected Open Space is so designated because it has outstanding and/or unique natural resource values. Accordingly, the management objective of these lands is to preserve and maintain the biological integrity of these resource values. Thus, while non-motorized winter recreational activities are permissible in and adjacent to designated POS, development of recreational facilities such as cut ski runs or developed summer trails are prohibited. Interpretive signage may be used in or adjacent to POS to help limit access, minimize disturbance, and inform the public of the importance of the area's natural resource values. Designated POS makes up approximately 66 acres or four percent of the Plan Area.

Another type of POS applies to certain cultural resource sites. Several of the Plan Area's historic mine buildings and associated structures are designated as POS. It should be noted, however, that this designation only applies to the historic structure and its immediate surroundings, not a substantial land area as in the case of natural resource POS. Accordingly, the acreages of these sites are not included in the figures presented above.

The management objective of cultural resource POS is to preserve and maintain the cultural integrity of a given site. These areas are typically adjacent to existing trails and many have been damaged as a result of this easy public access. Again, interpretive signage may be used in these areas to dissuade further disturbance, warn the public of the dangers associated with deteriorating buildings, and inform people about the context and importance of the site's cultural resource values.

2.0 INVENTORY OF EXISTING CONDITIONS & INFORMATION

2.1 Existing Conditions

At present, the majority of the Flagstaff Mountain Plan Area is considered open space–but it has not always been so. During the peak of the mining era, the Plan Area could more appropriately have been called an industrial zone. At that time, the area was almost completely deforested and characterized by high levels of human activity and the presence of large buildings and elaborate ore conveyances. Streams were diverted for use in the mining or milling process, there was frequent use of high explosives, and the large overburden piles that now characterize the area were created.

Following the mining era, the area reverted back to defacto open space and the forests began to regrow. During this time, many of the mine buildings and appurtenant facilities were destroyed or removed and the shafts and adits were sealed. The streams, while disturbed, were again allowed to make their way down Empire and Ontario Canyons.

With the creation of Deer Valley Resort in 1981, the focus shifted from natural rehabilitation to ski area development. Access roads were built (or restored from those created during the mining era), ski lifts were installed, runs were cut and graded, and the area once again became filled, at least on a seasonal basis, with people. Recreation continues to be the dominant use of the area today. Thus, while the Plan Area remains open space, much of this open space is characterized by the visual impacts of forest fragmentation associated with roads, lift alignments, and ski runs. Other areas, as yet undeveloped by the ski industry, are characterized by second-growth forest and other native habitats and remain essentially wild with vestiges of the bygone industrial era interspersed throughout. Many of these areas comprise important wildlife habitat, contain significant cultural resources, and/or are important components of the local viewshed. Because they contain few developed trails or other facilities, these areas provide an opportunity for solitude and wildlife study in close proximity to the developed areas of Park City and Deer Valley.

2.2 Regional Open Space Planning Efforts

2.2.1 Park City

The 11-member Citizens Open Space Advisory Committee (COSAC) was formed by the Park City Council in 1998 when Park City voters passed a $10 million bond issue to preserve open space in the area. In order to be considered for acquisition by COSAC, property must meet some of the following criteria:

- The land offers or protects a critical viewshed;
- The land directs or checks the location, timing, and pace of surrounding development;

- The land is contiguous with other open space parcels (i.e., it contributes to a "green belt" around the city);
- The land provides open space along Park City's entry corridors (SR 224 or SR 248).

In addition to fee simple acquisition of key properties, COSAC works with the owners of identified open spaces to enact legal easements and deed restrictions that will ensure the protection of the land in perpetuity. Any parcels obtained by COSAC will continue to remain undeveloped and will be dedicated to the public for scenic beauty, passive recreation, and continued access by non-motorized means.

2.2.2 Summit County

Summit County requires that, for any type of residential development project within the Snyderville Basin, a minimum of sixty percent of a parcel, inclusive of the developable and non-developable lands, must be reserved for open space whenever density is increased beyond the "base" zoned density described in the County's Development Potential Matrix.

Summit County mandates that, where required, open space within developments be located in areas that will protect the most important attributes of a site and the key focal points that are important qualities of the character of the area. These attributes may include scenic viewsheds, slopes that are less than 30 percent, significant wildlife habitat, agricultural lands and antiquities, open space corridors/connections through the development, and other such features. Modified open spaces such as ski trails and golf courses may be included in a development's open space calculation if they meet the County's objectives of preserving these attributes. Required parks may be included in the open space requirement. Open spaces should be contiguous within a development site and when feasible and appropriate, connect with open spaces on adjacent parcels.

Open spaces that are required to be set aside to meet the requirements of Summit County's open space policies shall be preserved in perpetuity. Preserving these areas may be accomplished either by conveying the parcel to the County, granting a conservation easement to the Utah Land Trust or another appropriate entity, conveying the parcel to a homeowner's association, recording a deed restriction to the benefit of the public to limit the use of the property, or an appropriate combination of the above.

2.2.3 Wasatch County

Wasatch County requires a minimum of 20 to 30 percent open space (depending on location) for each new subdivision that it approves for development. While this is the minimum required per County Code, larger percentages are typically pursued on a case by case basis. During the master planning process, Wasatch County typically solicits developers to donate significant tracts of land and/or create conservation easements to

ensure the preservation of open space as part of their development. The County also prohibits building on slopes greater than 30 percent and requires the creation of parks and other recreational areas (trails, etc.) as part of their master planning process.

2.2.4 Non-Profit Organizations

A variety of non-profit organizations including Utah Open Lands and its local affiliate, Conserving Our Open Lands (COOL), the Citizens Open Space Advisory Committee, and the Swaner Nature Preserve are actively involved in open space protection and planning in Summit County north of the Flagstaff Mountain Plan Area.

Utah Open Lands provides land owners with a variety of estate and tax-planning tools that have allowed this group to preserve more than 19,000 acres of open space in northern Utah. Under its "Historic Farms and Ranches Campaign," Utah Open Lands is currently negotiating the preservation of more than 12,000 acres of wildlife habitat, heritage, and ranch lands in western Summit County. In 1998, COOL formed to assist Utah Open Lands in raising money for the group's Summit County efforts. The money that COOL raises in Summit County is used within the county and will augment Utah Open Lands' Summit County land protection projects and educational programs.

The Swaner Nature Preserve was founded in 1993 as a 20-acre memorial park dedicated to Leland Swaner, a Summit County developer and rancher. The park now consists of nearly 940 acres of montane wetland, meadow, and sagebrush habitats in the heart of Snyderville Basin. The Preserve is currently pursuing acquisition of an additional 120 acres of land on its northeast corner following which it will commence planning the development of an education center and interpretive trail system.

3.0 OPPORTUNITIES & CONSTRAINTS

There are a variety of important physical, biological, and human factors that determine the primary purpose for a given piece of land within the Plan Area. These factors are often interrelated and overlapping in the opportunities and constraints they confer to that land. Physiography, viewsheds, historic sites, wetlands, wildlife habitat, recreation, existing and proposed uses comprise a few of these factors and are described in greater detail below.

3.1 Physiography

Much of the Plan Area consists of moderately steep, north-facing slopes that provide ideal opportunities for downhill skiing. Most of these areas have or will be developed by Deer Valley Resort for this purpose. As mentioned above, these areas are considered DROS.

Areas containing steep, rocky, and/or heavily vegetated south- or west-facing slopes as well as areas lying beyond practical lift-served terrain are less well-suited for alpine skiing and more appropriate for other forms of recreation such as hiking, biking, or horseback riding. These areas are designated UROS. Other amenities associated with designated UROS include the preservation of wildlife habitat and the protection of scenic viewsheds.

Areas characterized by relatively flat terrain are better suited for commercial and residential development. Accordingly, Development Pods A, B-1, B-2, and D are situated on flat or mildly sloping ground surrounded by recreational open space.

3.2 Viewsheds

An important consideration in whether and how to develop a given parcel is the effect the proposed development would have on views in the surrounding areas. Such visual impacts have been an issue with respect to development of Prospect Ridge, the northern portion of the Plan Area visible from downtown Park City. Preliminary visual impact analyses have been completed for the Mountain Village.

3.3 Historic Sites

There are several historic mine sites within the Flagstaff Mountain Plan Area. An historic preservation plan has been prepared for the Plan Area which provides an inventory of these sites and a detailed management plan outlining the interpretive opportunities as well as any legal or safety constraints associated with them.

3.4 Wetlands

Any development activities which result in the placement of dredge or fill material in over 0.10 acre of wetlands or other waters of the U.S. require notification of the Army Corps of Engineers and a permit under Section 404 of the Clean Water Act. A wetland delineation report has been prepared for the Plan Area by Natural Resources Consulting, Inc. and was submitted to the Army Corps' Utah Regulatory Office in February, 2000. While this report did identify a limited number of wetlands within the Plan Area, none of these were contained in areas planned for residential development. Given that the development pods contain no jurisdictional waters of the U.S., construction of Flagstaff Mountain Resort will have no significant effect on these resources. Wetlands were, however, identified in Centennial Draw, an area proposed for development as a ski pod (Pod Z) in 2008. Depending on the final design of this ski pod, the clearing and/or grading of ski runs in this area may require acquisition of a 404 permit.

3.5 Wildlife Habitat

Much of the Plan Area, particularly those areas that have not been developed for downhill skiing, provide high quality wildlife habitat. A variety of native vegetation types including aspen, conifer, and mixed forests, mountain shrublands, meadows, and wetlands provide habitat for a diversity of seasonal and year-round wildlife species. Opportunities for wildlife watching are one of the attractive amenities of the Flagstaff Mountain Plan Area for casual recreationists as well as future homeowners. Depending upon site-specific conditions, a desire to preserve and maintain wildlife habitat values within the Plan Area could constrain certain aspects of development. Please refer to the Wildlife Management Plan for more information on this important resource.

3.6 Recreation Access

During the winter, recreation consists primarily of alpine skiing and access is controlled by Deer Valley Resort (refer to Section 5.3, below). During the summer, recreation use consists of dispersed hiking, mountain biking, and horseback riding. Access to the property is open in the summer and recreationists are free to roam throughout the Plan Area, subject to rules and regulations established from time to time by Deer Valley Resort. A detailed assessment of recreation access, existing and future trails, and trail management may be found in the Trails Master Plan for Flagstaff Mountain Resort.

3.7 Existing Uses

With the exception of the recreational uses mentioned in Section 3.6, commercial uses are limited to snowmobile rentals during the winter and hiking and biking uses in the

summer. With the exception of snowmobile rentals (which are being discontinued as of the winter of 2001-2002), existing uses of the Plan Area will be preserved during and after development.

3.8 Proposed Uses

Beyond the proposed development pods, the Development Agreement gives Flagstaff the opportunity to develop a restaurant/club facility (AKA "Beno's Cabin") in the DROS. The facility is to be located within the ski terrain near to the Mountain Village. Proposed ski area expansion in the DROS area includes two ski pods (Pods X and Z) that will be developed over the next three to eight years, respectively. These proposed uses will provide additional skiing opportunities; however, they will also limit the distribution and abundance of forested wildlife habitats.

4.0 MASTER PLAN

4.1 Designated Recreational Open Space

4.1.1 Developed Recreational Open Space

Deer Valley Resort has developed ski lifts and ski runs throughout the majority of the Plan Area. Two currently undeveloped areas are proposed for ski lift and run development over the next eight years. Collectively, these areas fall under the category of DROS. Refer to Figure 2 (Appendix B) for a depiction of DROS within the Plan Area. Deer Valley will continue to have management responsibility for all DROS within the Plan Area.

4.1.1.1 Centennial Draw Wildlife Management Area

Centennial Draw, while part of DROS in proposed Ski Pod Z, has been identified as containing an elk calving area. Early planning efforts for the project identified this wildlife use and consequently provided for restrictions on ski run construction activities in Pod Z as set forth in the Development Agreement. In order to maintain the suitability of this site as a calving ground, the clearing and grading associated with the proposed ski run development will be minimized in the area delineated in Figure 2. The Development Agreement states that only two graded runs will be allowed in Pod Z. Forest thinning and other, limited vegetation removal may occur in the balance of Pod Z for skier safety and glade skiing. No more than two ski runs will be created in the delineated wildlife management area portion of this ski pod. In addition, Run 121 nearest the center of the drainage (north end of the ski pod) will be a gladed rather than conventionally cleared run. In order to preserve hiding cover for calves, no ground disturbance or removal of the shrub layer will be permitted in this area. Large tree islands containing suitably dense forest and shrub cover to hide calves will be maintained following lift development. Native herbaceous ground cover will be maintained in the cleared run. The process of approving the ski related development in this Pod and the balance of the project is an Administrative Conditional Use. Review of the ski related improvements shall require compliance with the goals and objectives of this plan.

While habitat conversion due to ski run development could reduce the extent of suitable calving habitat in Centennial Draw, as long as hiding cover is preserved elk should still use the site. A more important consideration during the calving period is human (and domestic dog) intrusion and disturbance. Elk calving can begin as early as April and extend into July. This area will, therefore, be closed to recreationists and their pets from the last day of skiing at the resort through June to minimize disturbance to calving elk.

4.1.2 Undeveloped Recreational Open Space

UROS forms the second largest type of open space within the Plan Area. While these areas may contain a variety of hiking, biking, and equestrian trails, these facilities do not dominate the character of the land. Native vegetation cover remains largely intact and forest stands do not exhibit the high level of fragmentation characteristic of DROS. Consequently, these areas tend to have greater visual appeal and higher quality wildlife habitats relative to DROS. While these areas will continue to experience summer trail construction and maintenance, the overall character of UROS within the Plan Area is unlikely to experience substantive change over time.

4.1.2.1 Prospect Ridge Viewshed

Prospect Ridge is considered a special area within the designated UROS (Figure 2). This area comprises a critical viewshed for Old Town Park City. Within 30 days of issuance of a MPD application or CUP Permit, FMP will grant to the City a conservation easement, with free public trail access (without encumbrances) over acreage located in this area contiguous with City-owned open space. This conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

4.2 Designated Protected Open Space

4.2.1 Lady Morgan Pond Area

With the exception of a few highly localized historic sites, the only designated POS parcel in the Plan Area is the Lady Morgan sub-watershed (Figure 2). This area contains the most extensive emergent marsh and depressional wet meadow habitats and the only natural pond within the Plan Area. It contains aspen, conifer, and mixed forest communities as well as mountain shrub habitats. This diversity of habitats provides for high species diversity within this area. Also, the dense forest cover in close proximity to open water indicates that this area has potential to be another important elk calving ground. Accordingly, evidence of deer and elk bedding down in mountain shrub habitat north of the pond was observed in July, 2000. Vegetation management in this area shall occur solely for the purposes of maintaining health and diversity. The high biological diversity associated with this area warrants its designation and rezoning as POS.

According to the Development Agreement, use of the Lady Morgan area will be restricted, by conservation easements acceptable to Park City and by signs and monitoring (if necessary), to skiing (without cutting runs, glading, or thinning trees) and daytime recreational hiking. While an old road grade cuts through the upper portion of the Lady Morgan POS, no additional summer trails will be developed in this area. No construction activity or motorized vehicle use of any kind shall be allowed in the Lady Morgan POS except as allowed, with City staff approval, for forestry and wetlands

management. Mountain biking trails currently skirt the area and will continue to do so in the future. Installation of interpretive facilities at the edge of the POS will help to inform the public of the importance of the Lady Morgan sub-watershed to the overall biodiversity of the Plan Area.

4.2.2 Flagstaff Mine

While the Flagstaff Mine Site does not contain any remaining structures, the importance of this site to the history of mining in Utah warrants its designation as POS. For a detailed history of this site and is historical significance refer to the Flagstaff Mountain Resort Historic Preservation Plan (HPP). Management of this site will simply consist of installing interpretive signage to inform the public of the mine's role in the history of Park City and mining in Utah.

4.2.3 Little Bell Mine Site

The Little Bell Mine Site contains an old ore bin with both historic and aesthetic importance. Consequently, this site is considered POS. For a detailed history of this site and a discussion of historic preservation concerns regarding the ore bin in particular, refer to the Flagstaff Mountain Resort HPP. Management of this site is expected to involve stabilization of the ore bin and installation of interpretive signage explaining the role of the ore bin in the mining process.

4.2.4 Quincy Mine Site

The Quincy Mine Site contains an old hoist and a boiler that were used when the area was being actively mined. Just as with the ore bin at the Little Bell mine, these features have both historic and aesthetic significance and warrant designation of this site as POS. For a detailed history of this site and a discussion of the hoist and the boiler, refer to the Flagstaff Mountain Resort HPP. Management of this site will involve installation of interpretive signage explaining the role of the hoist and boiler in the mining process and cautionary signage warning the public of dangers associated with the mine shaft which, though filled, appears to be subsiding.

4.2.5 Daly West Mine Site

The Daly West Mine is characterized by a large, rusted steel headframe. In addition to its historical and aesthetic importance, this headframe is still in operation and provides maintenance access to the Anchor Tunnel. Consequently, this site is considered POS. Detailed information on the Daly West Mine may be found in the Flagstaff Mountain Resort HPP. Management of this site will involve installation of interpretive signage discussing historical and current use of the headframe.

4.2.6 Judge Mine Complex

As defined for the purposes of this Open Space Plan, the Judge Mine Complex consists of the Judge Drain Tunnel, the Judge Mining & Smelting Company office building, the Judge Mining & Smelting Company explosives bunker, a wooden house, the remains of the Daly-Judge Mill, and the Judge aerial tramway towers. The historical and aesthetic importance of the office building, remaining rail tracks, and the explosives bunker and the huge industrial operation for which these and the other facilities are the only vestige warrant designation of this area as POS. Detailed information on the historical context of this site may be found in the Flagstaff Mountain Resort HPP. Detailed stabilization, restoration, and management actions are also provided in the HPP. These facilities, particularly the office building and wooden house, have been severely vandalized. Thus, at a minimum, management will include installation of interpretive and cautionary signage designed to educate the public on the historical importance of these facilities and foster a sense of stewardship in order to minimize future vandalism.

4.3 Phasing of Plan Implementation

According to the Development Agreement, all land outside of the development pods will be zoned as Recreation Open Space. Upon issuance of the first MPD or CUP for any portion of the Project, FMP and Deer Valley Resort will 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 Flagstaff Mountain ski terrain to construction, development, and operation of ski and mountain bike lifts, ski and mountain bike runs and trails, one skier day lodge, and other similar winter and summer recreational uses and services. Such conservation easements will prohibit any hotel, lodging, residential, or commercial construction or use on ROS-zoned land in Flagstaff Mountain. Such conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

With respect to the Prospect Ridge Viewshed area (Figure 2), within 30 days of issuance of a subsequent MPD or CUP, FMP will grant to the City a conservation easement, with free public trail access and no encumbrances, over acreage located on Prospect Ridge contiguous with City-owned open space. Such conservation easement will be to the reasonable satisfaction of the City and shall be first in priority in title.

4.4 Management Authority

Deer Valley Resort has management authority and responsibility for all ROS and POS lands within the Plan Area. During development, FMP will be responsible for managing the development pods and any open space within these areas. Following development, the respective Homeowners Association will assume management authority for open space within the development pods.

5.0 RELATED PLANNING DOCUMENTS

5.1 Flagstaff Mountain Resort Trails Master Plan

The Trails Master Plan identifies existing and proposed hiking, biking, and equestrian trails within the Plan Area. It outlines trail management and use considerations and restrictions. The Trails Plan interfaces with this Open Space Plan where trails pass adjacent to or through the Lady Morgan POS and the Centennial Draw Wildlife Management Area.

5.2 Flagstaff Mountain Resort Wildlife Management Plan

The Wildlife Management Plan was prepared to facilitate the preservation of wildlife habitat values within the Plan Area by minimizing habitat loss and human/wildlife conflicts. This plan identifies existing wildlife species and habitats that occur within the Flagstaff Mountain Resort Plan Area, and establishes management guidelines to help maintain the biotic integrity of the area while ensuring the long-term attractiveness and marketability of the proposed developments.

5.3 Deer Valley Open Space Plan

Deer Valley Resort has developed its own Open Space Management Plan for the portion of the ski area within the Flagstaff Mountain Resort property. The Deer Valley plan is considered part of the overall plan presented here. There are six components to the Deer Valley plan: A) General, B) Ski Area Development, C) Winter Skiing Operations, D) Summer Trail Use, E) Commercial Snowmobile Operation, and F) Wasatch County Homeowner Winter Snowmobile Access.

Under the "General" component of this plan, all of the area outside of the identified development pods is designated as Recreational Open Space under the Park City Land Management Code and use of the land is subject to the restrictions of that zone. No later than the issuance of the first MPD or CUP for Pods A - D, United Park City Mining Company (UPK) and Deer Valley are required to execute a conservation easement to limit the use of the Flagstaff Mountain ski terrain to construction, development, and operation of ski and mountain bike lifts, ski and mountain bike runs and trails, a skier day lodge, and other similar winter and summer recreational uses and services. This conservation easement will prohibit any commercial or residential development or use on the ROS-zoned land included in the annexation.

Ski area development restrictions outlined in this plan include the following:

- Only two graded ski runs shall be allowed in Ski Pod Z, with thinning and other limited vegetation removal for skier safety and glade skiing.

- The Lady Morgan Springs area is restricted to skiing without cutting runs, glading, or thinning trees, and summer daytime hiking.

Winter skiing operations and maintenance are the responsibility of Deer Valley Resort. During the winter skiing season (including preparation and shutdown activities immediately before the seasonal opening and closing of the resort, respectively), public access to the ski area is at the discretion of Deer Valley and public use of the property is subject to the operating policies of Deer Valley Resort.

There are two provisions contained in this component of the plan:

- The ski facilities shall be open to the general public and use thereof shall not be restricted to owners of property located within the Deer Valley or Flagstaff Mountain Resort developments or to members of any private club.

- All charges, fees, and costs paid by the general public for the use of the resort facilities shall not exceed those paid by owners of property located within the two resort developments.

The summer trail use component of Deer Valley's Open Space Plan provides a Trails Master Plan for the area. This component of the plan is described in the Flagstaff Mountain Resort Trails Master Plan and the reader is referred to that plan for a more complete description of the summer trail use component.

Commercial snowmobile operations currently utilize a designated route through the Plan Area to access state and private lands outside of the control of Deer Valley Resort. This route conflicts with FMP development plans and will be terminated accordingly.

Deer Valley and UPK have historically cooperated with the Utah Department of Transportation (UDOT) in providing a base parking area and snowmobile route through the Deer Valley ski area for use by property owners in Wasatch County in accessing cabins and/or lots outside the boundaries of Deer Valley ski resort. This route is the same as that referred to under the commercial snowmobile operations section, above. While the parking area and trailhead will ultimately be relocated, Deer Valley and FMP will continue to work with UDOT in providing winter access to Wasatch County landowners.

APPENDIX A

FIGURES

Figure 1. Location of Project Area
Figure 2. Open Space

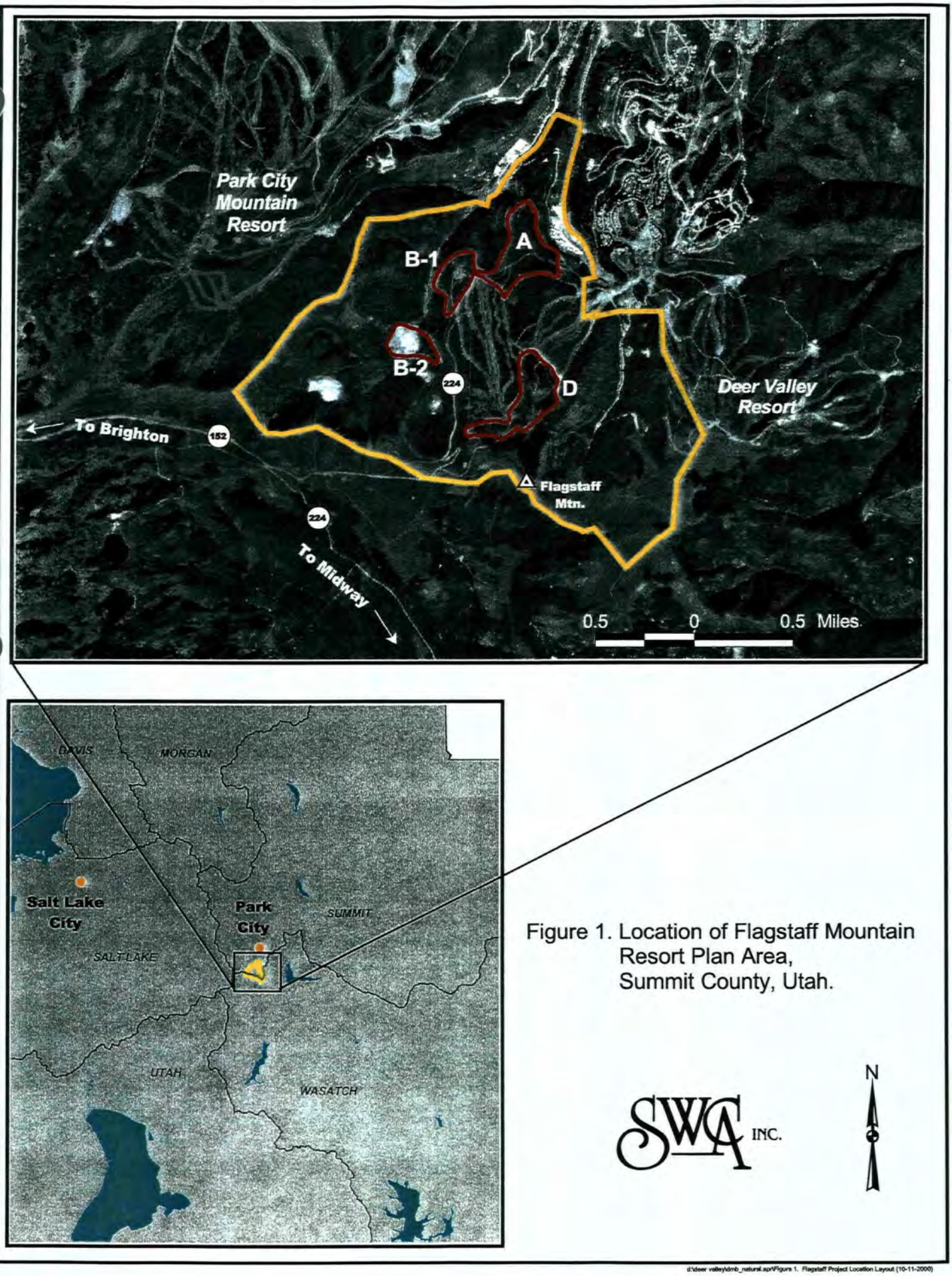

Figure 1. Location of Flagstaff Mountain Resort Plan Area, Summit County, Utah.

SWCA INC.

d:\deer valley\dmb_natural.spr\Figure 1. Flagstaff Project Location Layout (10-11-2000)

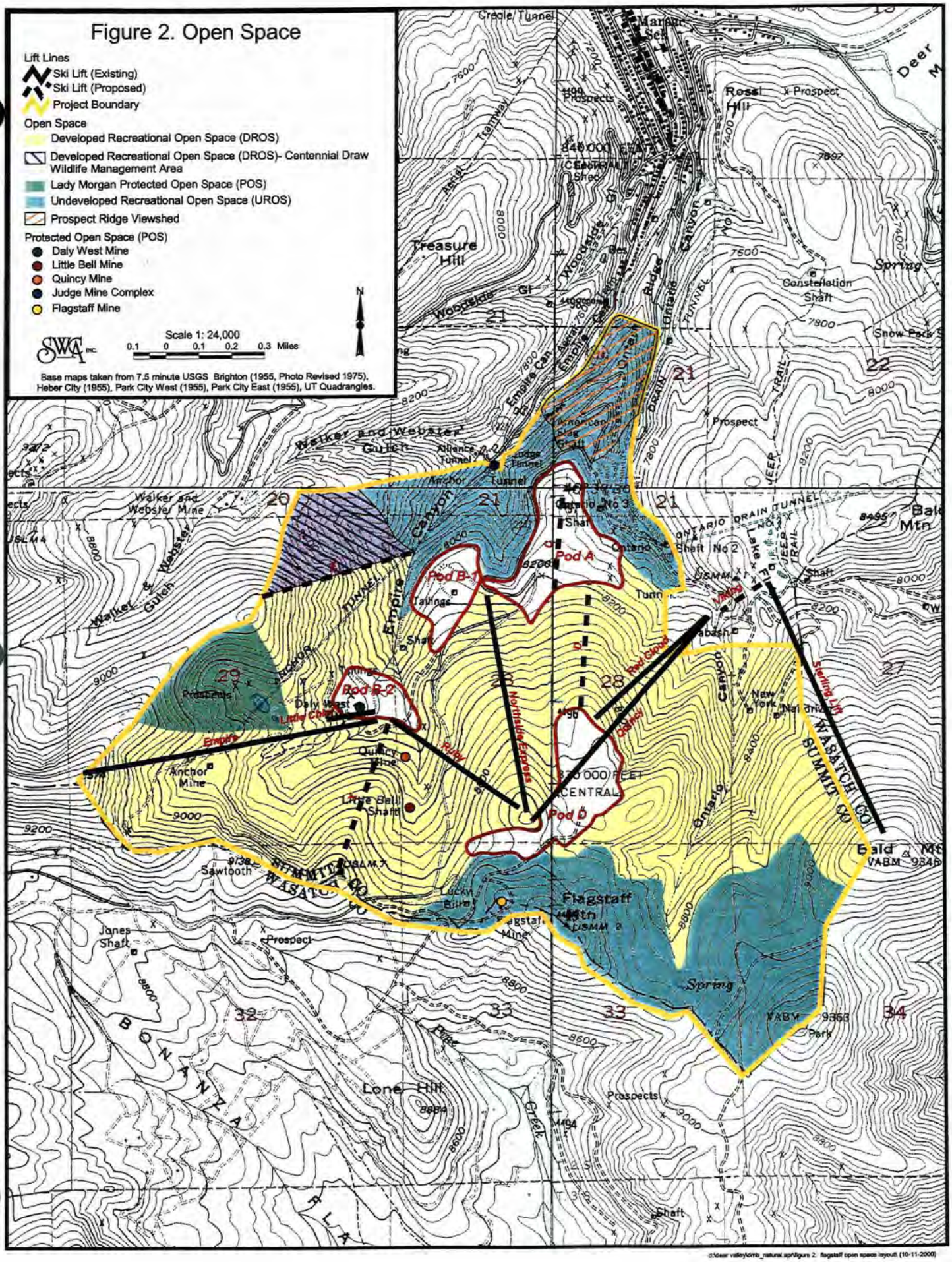
Figure 2. Open Space
Lift Lines
Ski Lift (Existing)
Ski Lift (Proposed)
Project Boundary
Open Space
Developed Recreational Open Space (DROS)
Developed Recreational Open Space (DROS)- Centennial Draw Wildlife Management Area
Lady Morgan Protected Open Space (POS)
Undeveloped Recreational Open Space (UROS)
Prospect Ridge Viewshed
Protected Open Space (POS)
Daly West Mine
Little Bell Mine
Quincy Mine
Judge Mine Complex
Flagstaff Mine
Scale 1: 24,000
0.1 0 0.1 0.2 0.3 Miles
SWCA INC.
Base maps taken from 7.5 minute USGS Brighton (1955, Photo Revised 1975), Heber City (1955), Park City West (1955), Park City East (1955), UT Quadrangles.
Pod A
Pod B-1
Pod B-2
Pod b
Treasure Hill
Woodside Gulch
Empire Canyon
Walker and Webster Gulch
Walker & Webster Mine
Jackson
Daly West
Little Bell Shaft
Quincy Mine
Anchor Mine
Flagstaff Mtn
Lone Hill
Bonanza Flat
Ontario
Ontario No 2 Shaft
Ontario No 3 Shaft
Ontario Drain Tunnel
Lake Park Jeep Trail
Northside Express
Red Cloud
Daly
Ruby
Sterling Lift
Wasatch Co
Summit Co
Rossi Hill
Bald Mtn
Constellation Shaft
Spring
Prospect
Sawtooth
Jones Shaft
Lucky Bill
Flagstaff Mine
Creole Tunnel
Deer M
Alliance Tunnel
Judge Tunnel
Anchor Tunnel
Empire Tunnel
Tailings
Shaft
Tunnel
Trail
Drain
Creek
Park
New York
Nail drum
Mine
Prospects
USLM 4
USLM 3
USMM 2
VABM 9368
VABM 9348
8400 000 FEET CENTRAL
7600
7800
8000
8200
8400
8600
8800
9000
9200
8895
8884
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9/38
7897
7400
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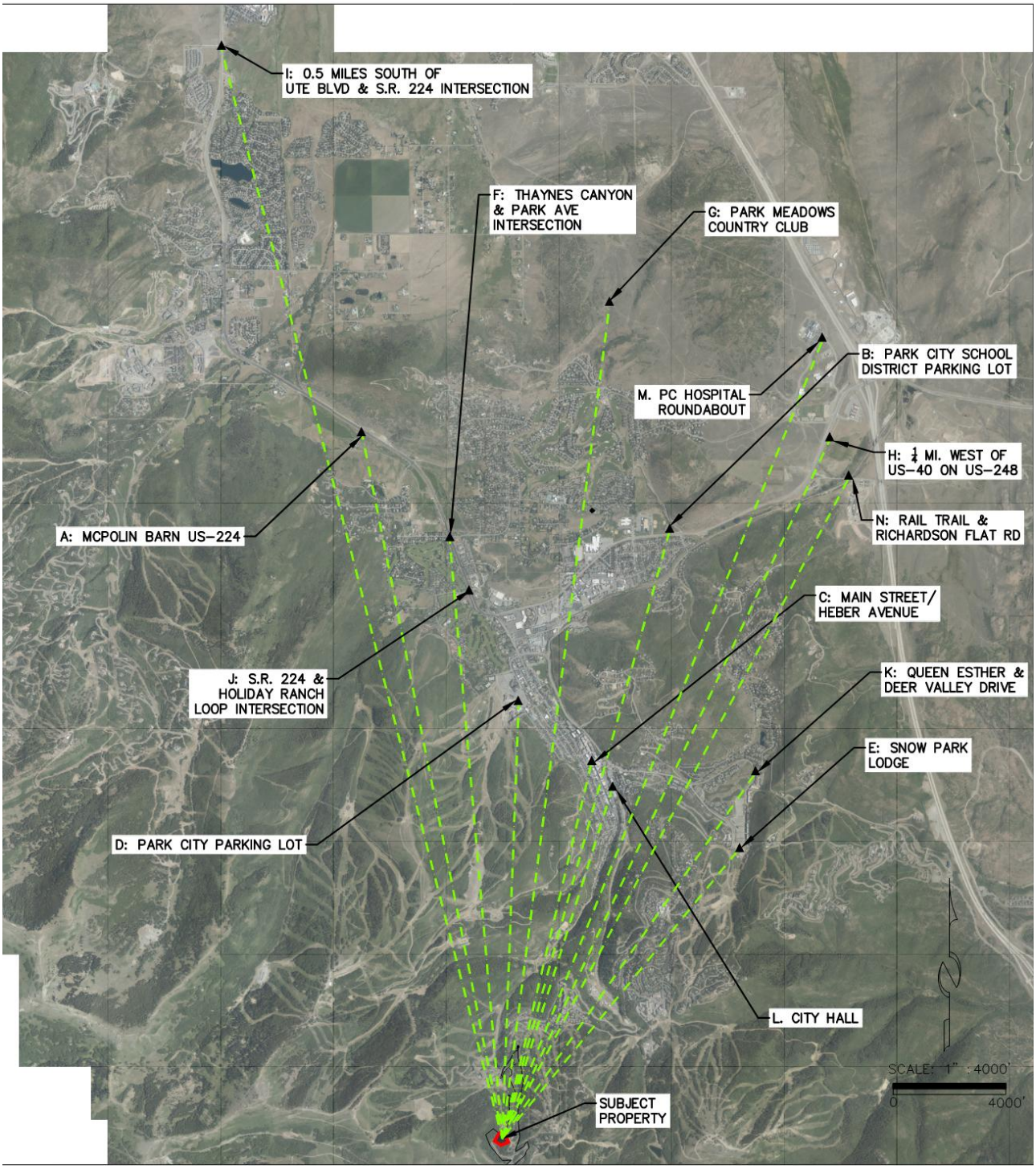
33
34

Designated Entry Corridors and Vantage Points:



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “A” – McPolin Barn (3000 SR U.S. 224)

Vantage Point “A” is 4.83 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “B” – Park City School District Campus

Vantage Point “B” is 4.20 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “C” – Intersection of Main Street and Heber Avenue.

Vantage Point “C” is 2.63 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “D” – Park City Ski Area Base

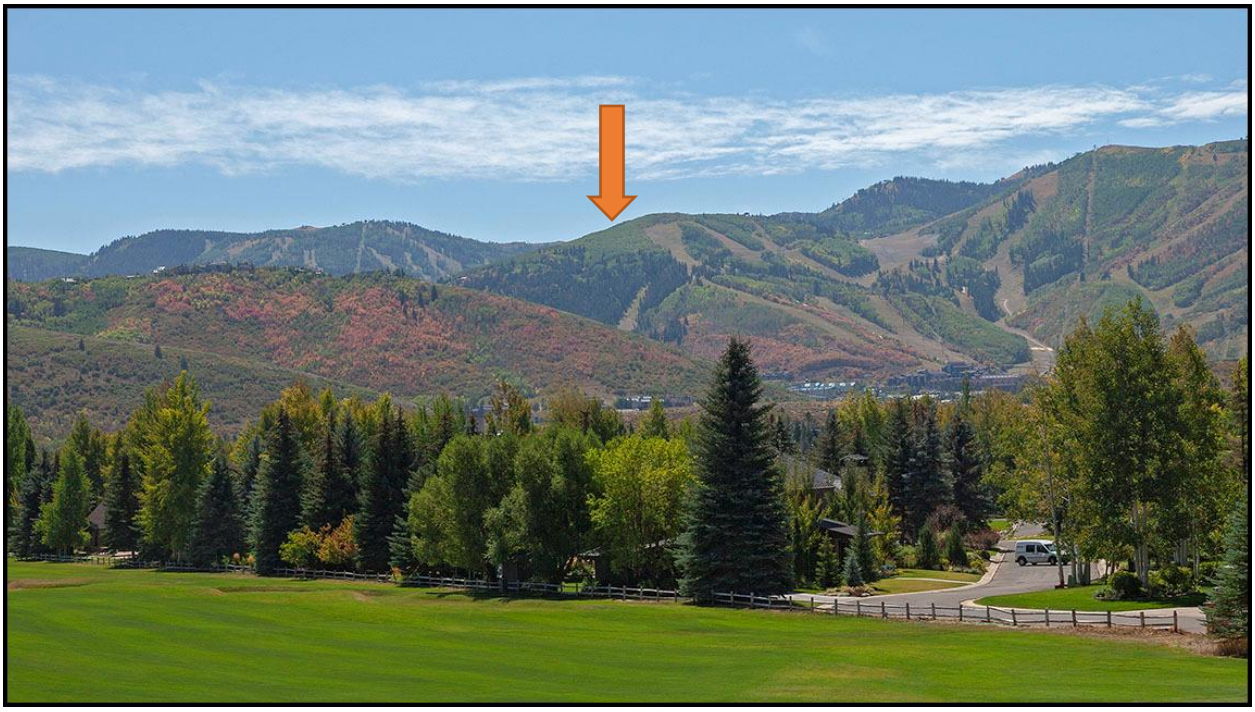
Vantage Point “D” is 2.96 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “E” – Snow Park Lodge

Vantage Point “E” is 2.65 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “F” – Thaynes Canyon & Park Ave

Vantage Point “F” is 3.65 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.



DESIGNATED ENTRY CORRIDOR VANTAGE POINT “G” – Park Meadows Golf Course Club House

Vantage Point “G” is 5.04 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “H” – Highway 248, ¼ mile from US40

Vantage Point “H” is 5.37 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

2700 Suite 50 & 60, Park City, Utah | P.O. Box 2664 | Office: 435-649-9647

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “I” – Highway 224, 0.5 miles south of Ute Blvd. & SR 224 Intersection

Vantage Point “I” is 7.58 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “J” – S.R. 224 and Holiday Ranch Loop Road

Vantage Point “J” is 4.06 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “K” – Queen Esther and Deer Valley Drive Intersection

Vantage Point “K” is 3.02 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “L” – City Hall (445 Marsac Avenue)

Vantage Point “L” is 2.54 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

DESIGNATED ENTRY CORRIDOR VANTAGE POINT “M” – Park City Hospital (900 Round Valley Drive)

Vantage Point “M” is 5.82 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

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DESIGNATED ENTRY CORRIDOR VANTAGE POINT “N” – Rail Trail and Richardson Flat Rd. Intersection

Vantage Point “N” is 5.05 miles from the project. HOT CREEK RESTAURANT is not visible from this vantage point.

EMPIRE PASS
DESIGN REVIEW BOARD

December 13, 2024

Mr. Jeff Butterworth
Storied Development
PO Box 4349
Park City, UT 84060

RE: Hot Creek CUP
10203 Twisted Branch Road
Park City, UT 84060
DRB Final Approval

Dear Mr. Butterworth,

Thank you for your recent application regarding the Hot Creek Restaurant to the Empire Pass Design Review Board (the DRB) requesting Final approval of the proposed restaurant. The DRB granted Final Approval by email on December 16, 2024 with the following conditions:

1. Approval based off plans dated December 10, 2024.
2. The plans show different options for tying into the sewer and gas, which the builder will determine on site.
3. The driveway is asphalt with a one-way driveway. The entry grade is 6.8% to accommodate the 2 ADA stalls.
4. Ther are 2 ADA parking stalls.
5. The interior gross building square footage is 2,802 and 2,707 for deck space.
6. The roof pitches very from flat to 3:12.
7. The maximum height of the building is 28 feet and it appears the maximum height is almost 27".
8. All venting will be grouped through the chimneys. There will be no side ventilation.
9. The exterior materials are stone, wood siding and metal. The roof is metal.
10. The building has strong exterior structural expression.
11. This restaurant is ski in/ski out and will not be a drive to dine destination.
12. The landscape plan appears adequate.
13. Applicant has shown a site plan with existing utilities, connection points, setbacks and retaining walls.
14. The applicant will match existing lighting fixtures on the Tower Club.
15. Roof overhangs are a minimum of 24" and show a sheltering effect.
16. Chimney massing, caps and penetrations are in compliance.
17. Applicants understand that no faux or manufactured materials may be used as finished exterior product, this would include glue-lam beams, faux stone, bare concrete, vinyl siding, etc.
18. 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 DRB approval. If no construction activity has occurred or progressed the applicant will be required to return to the DRB for a renewed approval of Final plans.

19. Applicant understands that the building is subject to City approvals beyond any approval of the DRB.

Again, we thank you for your submittal and look forward to working with you and your team as the process continues. Feel free to contact our office at 435-333-3700 with any questions regarding the Design Review process.

Respectfully,

Trish Waterman

Trish Waterman, Empire Pass MOA Director
On behalf of the Empire Pass Design Review Board

Topographic Map and Slope Analysis:

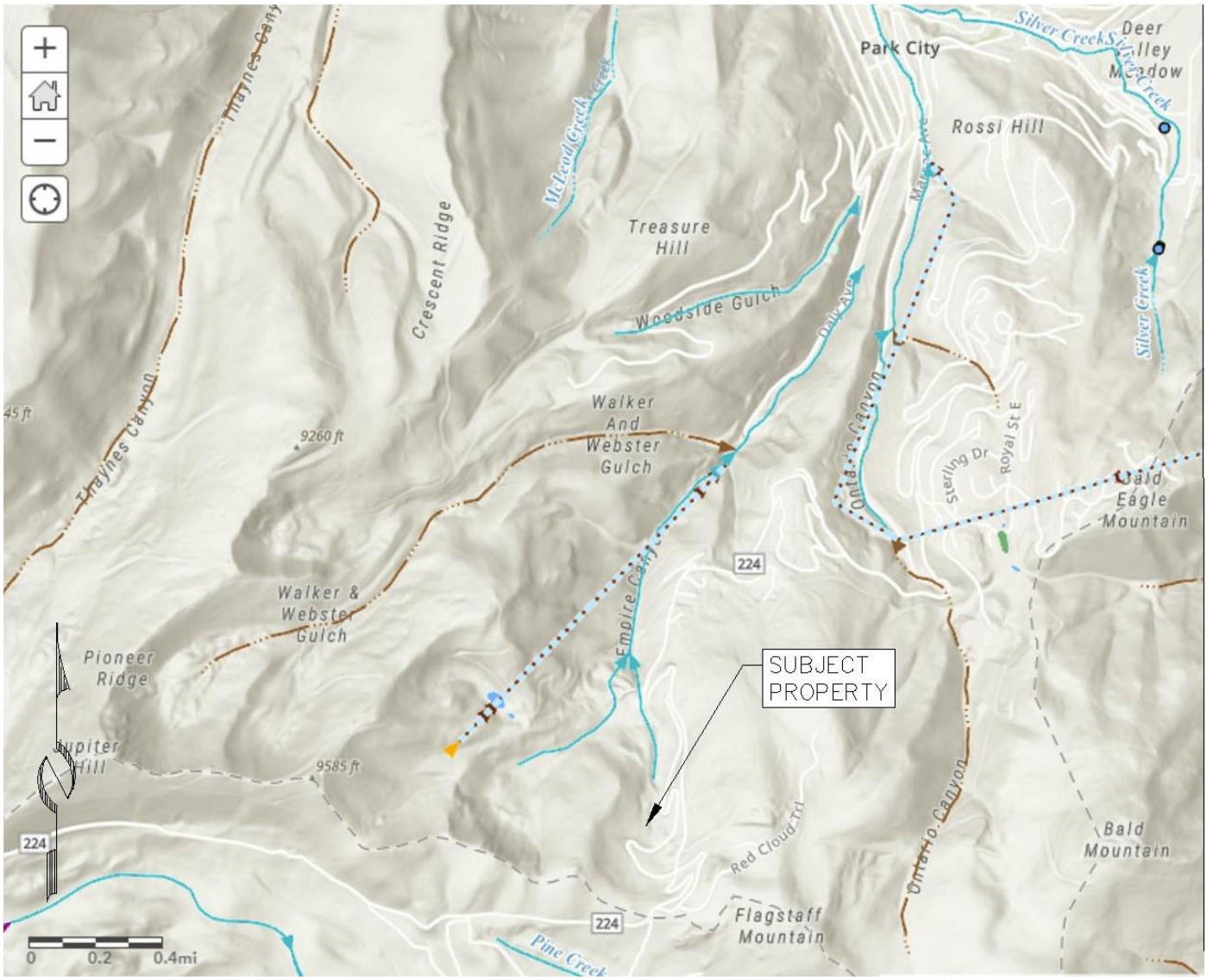
The subject property is in areas of slope less than 40%.

The location of the restaurant development will be on areas of less than 15% slope.

See attached Appendix A

2700 Suite 50 & 60, Park City, Utah | P.O. Box 2664 | Office: 435-649-9647

Wet Lands, Stream Corridors, Canals, and Irrigation Ditches:



Subject property is not affected by any designated wetlands, streams, canals, or irrigation ditches as determined by national hydrology dataset from USGS data updated July 2023.

NOTE: This is not an official water delineation map and is specifically used as a visual aide to assess if the subject property is affected by any designated wetlands.

Existing drainage areas on site will be maintained and protected as necessary under storm water pollution prevention plan best practices.

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BIO-WEST, Inc.
1063 West 1400 North
Logan, Utah
84321-2291
Ph: 435.752.4202
Fx: 435.752.0507
www.bio-west.com

Coastal Ecology and Marine Biology

Environmental Analysis and Permitting

Geology/ Hydrogeology and Remediation

Fisheries and Aquatic Ecology

GIS Analysis and Planning

Landscape Architecture and Environmental Planning

Vegetation Resources

Watershed Sciences

Wetland Resources

Wildlife Resources

March 3, 2025

Talisker Club, Storied Deer Valley, LLC
Attention: Mr. Rhett Riding
10105 North Tuhaye Park Drive
Kamas, UT 84036

Subject: Wildlife Assessment, Federally Listed Threatened and Endangered Species, State Listed Sensitive Species, and Migratory Bird Assessment for the Hot Creek Area, Park City, Summit County, Utah

Dear Mr. Riding:

BIO-WEST, Inc. (BIO-WEST) performed a desktop assessment of the potential occurrence of wildlife including federally listed threatened and endangered species, State of Utah-listed sensitive species, suitable habitat for listed species, and migratory birds for the Hot Creek Project (survey area) in Park City, Utah. The survey area is approximately 1.2 acres and is proposed as a development site in Park City, Utah. As of the time of this report, the available aerial imagery shows that all vegetation within the survey area has been removed and all of the existing natural grade has been covered with imported fill material. This letter does not speak to previous habitat conditions that were present prior to the import of this fill material.

The survey area is located north of Twisted Branch Road in Park City, Utah. It is within Sections 28 and 33, Township 2 South, Range 4 East, Salt Lake Base, and Meridian. The approximate coordinates for the center of the survey area are latitude 40.609233 ° N and longitude -111.508615° W.

The following materials are attached to this letter: (1) Survey area location map (2) survey area topographic map, (3) survey area map, (4) US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) resource list, and (5) Utah Wildlife Habitat Analysis Tool Report.

Methods

BIO-WEST obtained a species list from the USFWS, including federally listed threatened, endangered, and candidate species with the potential to occur in or near the survey area. Known observations of Species of Greatest Conservation Need (SGCN) were also obtained from the Utah Wildlife Habitat Analysis Tool, and site conditions visible in recent aerial photography were evaluated for the potential occurrence of those species and migratory birds. BIO-WEST then conducted an additional literature review and a desktop assessment to compare the listed species' habitat requirements to the survey area's characteristics. If habitat characteristics of the listed species, such as elevation, vegetation communities, or substrate, did not match the known survey area conditions (from recent aerial photography), the species was considered unlikely to occur.

The USFWS IPaC resource list provided an inventory of federally listed species (and other resources, such as critical habitat) known or expected to occur within or near the survey area (USFWS). Scientific literature, grey literature, and other reputable online sources were reviewed for specific information regarding proximal occurrences and habitat requirements for federally listed species potentially occurring on or near the survey area. All literature used in this report is cited in the Literature Cited section. The information collected and reviewed was used in conjunction with BIO-WEST's professional judgment to determine the potential occurrence of federal or state listed species within the survey area.

Results

General Project Area Conditions

The entire survey area is disturbed and has been cleared of all vegetation and fill material has been brought in from offsite. The vegetation and ground disturbance, combined with the deep layer of fill material (several feet in areas), has eliminated all wildlife and plant habitat. There are no apparent wetlands or waterways within the survey area.

Federally Listed Threatened and Endangered Species

Table 1 identifies the federally listed species and their likelihood of occurrence in the survey area based on known habitat requirements.

Table 1. Federally listed threatened and endangered species listed in or near the Survey Area (USFWS 2025).

COMMON NAME	SCIENTIFIC NAME	STATUS	CRITICAL HABITAT IN THE SURVEY AREA	SPECIES OCCURRENCE IN THE SURVEY AREA
Canada Lynx	*Lynx canadensis*	Threatened	Absent	Not present based on literature review and lack of suitable habitat in the project area.
North American Wolverine	*Gulo gulo luscus*	Threatened	Absent	Not present based on literature review and lack of suitable habitat in the project area.
Monarch Butterfly	*Danaus plexippus*	Candidate	Absent	Not present based on literature review and lack of suitable habitat in the project area.
Suckley's Cuckoo Bumble Bee	*Bombus suckleyi*	Candidate	Absent	Not present based on literature review and lack of suitable habitat in the project area.

The Canada Lynx needs boreal forests with dense understory, which do not occur within the survey area (Poole 2003, USFWS 2013). Canada Lynx are rarely observed in Utah and the Utah Natural Heritage Program states that it is likely the Canada Lynx breeding population within the State of Utah has been extirpated. It is highly unlikely that Canada Lynx would be present in this area or utilize the survey area if they were present in the region.

The North American Wolverine is circumpolar, occupying tundra, taiga/boreal forests, and alpine areas, typically occupy high-elevation habitats. The 2018 Species Status Assessment found that the wolverine's physical and ecological needs include (1) large territories in relatively inaccessible landscapes at high elevations (5,906 to 11,483 feet); (2) access to a variety of food sources that vary with the seasons; and (3) physical/structural features such as talus slopes and rugged terrain that are linked to reproductive behavioral patterns (USFWS 2018). Roads are among the potential stressors to the viability of the species; other stressors include winter recreational activities, effects of wildland fire,

and overutilization from hunting/trapping (USFWS 2018). Suitable habitat for the Wolverine is not found within the survey area.

The Monarch Butterfly is classified as a candidate species by the USFWS (USFWS 2020, USFWS 2021). Candidate species are plants and animals for which the USFWS has sufficient information on the biological status and threats to propose listing them as endangered or threatened under the federal Endangered Species Act. However, candidate species proposals are typically superseded by higher-priority species (USFWS 2017). Monarch Butterflies require milkweed (*Asclepias* spp.) as their sole host to complete their reproductive life cycle (Thogmartin et al. 2017). No milkweed species were found within the heavily disturbed survey area; therefore, the survey area does not provide suitable habitat for Monarch Butterflies.

The Suckley's Cuckoo Bumble Bee is classified as a candidate species by the USFWS (USFWS 2025). It is a parasitic species that relies on the nests of other Bumble Bee species, primarily the Western Bumble Bee, to reproduce. Unlike most Bumble Bees, Suckley's Cuckoo Bumble Bee does not build its own nests or rear workers; instead, mated females infiltrate host colonies, suppress the host queen, and utilize the colony's workers to raise their offspring. Once adults merge, males focus on mating, while females prepare for overwintering in undisturbed sites. Key habitat needs for Suckley's Cuckoo Bumble Bee include host colonies, abundant floral resources, and undisturbed overwintering sites (Goulson 2010). Host nests are typically located in underground cavities, such as abandoned rodent burrows, which provide shelter for colony activity. Overwintering females seek loose soil, leaf litter, or other debris in areas that remain undisturbed during winter months (Williams et al. 2014). Due to the lack of any vegetation, the survey area does not provide suitable habitat for this species.

Utah Wildlife Habitat Analysis Tool Report

A state report (attached) was obtained on February 24, 2025. It indicates occurrence records for two State Listed Species of Greatest Conservation Need (SGCN) within a 2-mile radius, listed in Table 2.

Table 2. Utah Species of Greatest Conservation Need (SGCN) in or near the survey area (UDWR 2025a).

COMMON NAME	SCIENTIFIC NAME	UWAP STATUS	SUITABLE HABITAT IN THE SURVEY AREA	SPECIES OCCURRENCE IN THE SURVEY AREA
Large Marble Butterfly	*Euchloe ausonides*	SGCN	Absent	There is no suitable habitat, making it unlikely to occur. The last observation within 2 miles occurred in 2007 (UDWR 2025a).
Garrett's Fleabane	*Erigeron garrettii*	SGCN	Absent	There is no suitable habitat making it unlikely to occur. The last observation within 2 miles occurred in 2017 (UDWR 2025a).

SGCN = Species of Greatest Conservation Need (UDWR 2025).

The survey area does not contain suitable habitat for either of the two state-listed species. It is possible that these species could have utilized the survey area prior to the clearing and filling activities, however, now that the site has been cleared and filled, these species are not likely to utilize the survey area.

The state report lists numerous other species that are of interest to the Division of Wildlife Resources. These other species include native plants and wildlife. Big game species seasonal habitat, including migration and calving areas are also included in the report. These species are not described in this letter report because the survey area has been cleared and filled and no longer supports these wildlife habitat

functions. The state report is useful for regional planning in the area and is of interest, so the entirety is included as an attachment.

Migratory Birds

The survey area has no suitable natural habitat for birds due to the removal of all the vegetation. BIO-WEST recommends that the placement of fill material be limited to those areas that are already filled and disturbed as part of the previous fill work within the survey area. The Migratory Bird Treaty Act of 1918 (MBTA) makes it illegal to "pursue, hunt, take, capture, kill, attempt to take, capture or kill" any migratory bird or their eggs and nests without first obtaining a permit from the USFWS (16 USC 703-712; Ch. 128; July 13, 1918; 40 Stat. 755). The Migratory Bird Treaty Act regulation can include prohibiting any acts that create enough disturbances (e.g., noise, vibrations, visual disturbance) to cause a bird to abandon a nest or fledglings. Most bird species within the United States are protected under the MBTA and/or state law.

Conclusions, Recommendations, and Requirements

No suitable habitat for federally listed species; Canada Lynx, North American Wolverine, Monarch Butterflies, or Suckley's Cuckoo Bumble Bee was found within the survey area due to the clearing of all vegetation and the placement of fill material. There is also no suitable habitat for the two state-listed species or for the protected migratory birds. Due to this lack of suitable habitat, BIO-WEST recommends that development activities within the survey area will not conflict with the U.S. Endangered Species Act, the Migratory Bird Treaty Act, or any applicable State of Utah laws protecting rare or sensitive wildlife or plant species.

Please feel free to contact me with any questions and/or comments you might have.

Sincerely,

Brandon Thomas

Brandon Thomas
Ecologist

Attachments: Survey Area Location Map
Survey Area Topographic Map
Survey Area Map
USFWS IPaC Resource List
Utah Wildlife Habitat Analysis Tool Report

Literature Cited

Goulson, D. 2010. Bumblebees: Behavior, Ecology, and Conservation Second edition. Oxford University, Oxford, United Kingdom.

[MBTA] Migratory Bird Treaty Act of 1918. 16 U.S.C. 703-712; Ch. 128; July 13, 1918; 40 Stat. 755.

[Mitigation Commission] Utah Reclamation Mitigation and Conservation Commission. 2021. Final Mitigation & Conservation FY2021-2025 Plan and FY 2020 Annual Report, July. https://www.mitigationcommission.gov/aboutus/pdf/report_and_plan_web.pdf. Accessed: August 22, 2022.

Poole, K.G., 2003. A review of the Canada lynx, Lynx canadensis, in Canada. The Canadian Field-Naturalist, 117(3), pp.360-376.

Thogmartin WE, Wiederholt R, Oberhauser K, Drum RG, Diffendorfer JE, Altizer S, Taylor OR, Pleasants J, Semmens D, Semmens B, Erickson R. 2017. Monarch butterfly population decline in North America: identifying the threatening processes. Royal Society open science. 2017 Sep 20;4(9):170760.

[UDWR] Utah Division of Wildlife Resources. 2025a. Online report for Utah Wildlife Action Plan listed species near the Hot Creek Site in Park City, Utah. 02/24/2025. https://what.wildlife.utah.gov/projects.

[UDWR] Utah Division of Wildlife Resources. 2025b. County Lists of Utah's Federally Listed Threatened (T), Endangered (E), and Candidate (C) Species and State Listed Species. Utah Conservation Data Center. Location: http://dwrcdc.nr.utah.gov/ucdc/.

[USFWS] U.S Fish and Wildlife Service. 2013. Canada Lynx. https://www.fws.gov/mountainprairie/es/species/mammals/lynx/CandaLynxFactSheet_091613.pdf

[USFWS] US Fish and Wildlife Service. 2017. Candidate Species Section 4 of the Endangered Species Act. US Fish and Wildlife Service, US Fish and Wildlife Service Ecological Services Program 5275 Leesburg Pike Falls Church, VA 22041 703-358-2171. Accessed 9/23/2021. Location: https://www.fws.gov/endangered/esa-library/pdf/candidate_species.pdf.

[USFWS] US Fish and Wildlife Service. 2018. Species status assessment report for the North American wolverine (Gulo gulo luscus).Version 1.2. March 2018. U.S. Fish and Wildlife Service, Mountain-Prairie Region, Lakewood, CO.

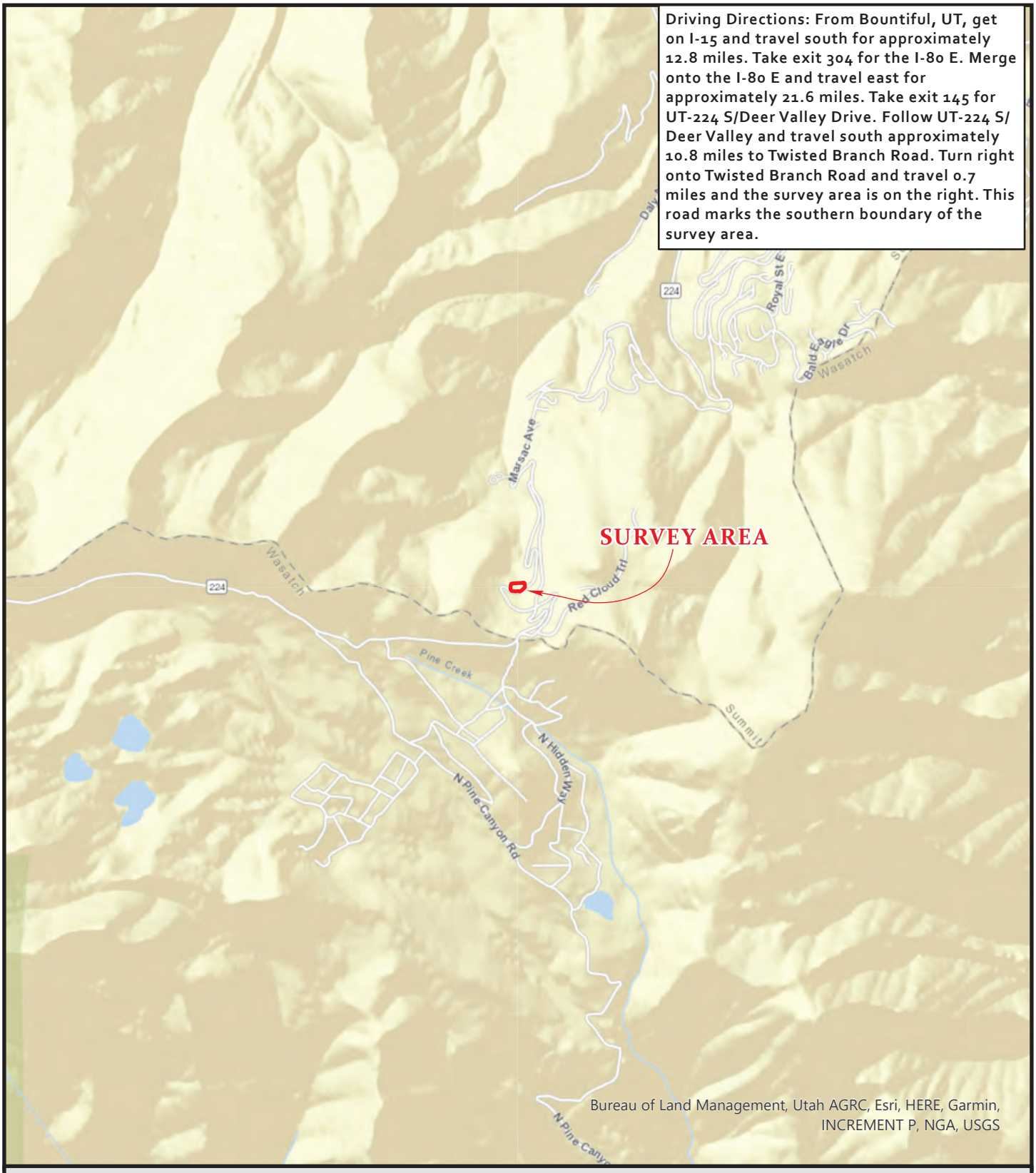
[USFWS] US Fish and Wildlife Service. 2019. Monarch butterfly. https://www.fws.gov/pollinators/features/Monarch_Butterfly.html.

[USFWS] US Fish and Wildlife Service. 2020. Questions and Answers: Designation of the Monarch as a Candidate Species – ESA Section 7. https://www.fws.gov/savethemonarch/FAQ-Section7.html. Accessed: 11/11/2021.

[USFWS] U S Fish and Wildlife Service. 2021. Monarch Butterfly (Danaus plexippus). U.S. Fish and Wildlife Service, ECOS Environmental Conservation Online System. Accessed 9/23/2021. Location: https://ecos.fws.gov/ecp/species/9743.

[USFWS] US Fish and Wildlife Service. 2025. List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project. US Fish and Wildlife Service, Utah Ecological Services Field Office, West Valley City, Utah, February 24.

Williams PH, Thorp Robin W, Richardson LL, Colla SR. (Williams et. al). 2014. The Bumble Bees of North America: An Identification Guide. Princeton University Press, Princeton, New Jersey.



BIO-WEST

Hot Creek Site
Park City, Summit County, UT
Location Map

N

Spatial Reference
Datum: WGS 1984
Projection: Mercator Auxiliary Sphere
Date Saved: 2/25/2025 9:21 AM
Scale: 1:48,000

1 inch equals 4,000 feet

0 2,000 4,000 8,000 Feet

Hot Creek Site
Park City, Summit County, UT
Topographic Map

BIO-WEST

Spatial Reference
Datum: WGS 1984
Projection:
Date Saved: 2/24/2025 4:07 PM
Scale: 1:24,000

1 inch equals 2,000 feet

0 1,000 2,000 4,000 Feet

N

BIO-WEST

1 inch equals 100 feet

0 50 100 200 Feet

Legend

Project Area (1.2 acres)

Hot Creek Site
Park City, Summit County, UT
T&E Map

Google Imagery 09/10/2018
AGRC WTMS Image Service
GCS: GCS WGS 1984

N

IPaC **U.S. Fish & Wildlife Service**

IPaC resource list

This report is an automatically generated list of species and other resources such as critical habitat (collectively referred to as *trust resources*) under the U.S. Fish and Wildlife Service's (USFWS) jurisdiction that are known or expected to be on or near the project area referenced below. The list may also include trust resources that occur outside of the project area, but that could potentially be directly or indirectly affected by activities in the project area. However, determining the likelihood and extent of effects a project may have on trust resources typically requires gathering additional site-specific (e.g., vegetation/species surveys) and project-specific (e.g., magnitude and timing of proposed activities) information.

Below is a summary of the project information you provided and contact information for the USFWS office(s) with jurisdiction in the defined project area. Please read the introduction to each section that follows (Endangered Species, Migratory Birds, USFWS Facilities, and NWI Wetlands) for additional information applicable to the trust resources addressed in that section.

NOT FOR CONSULTATION

Location

Summit County, Utah

Local office

Utah Ecological Services Field Office

(801) 975-3330
(801) 975-3331

2369 West Orton Circle, Suite 50
West Valley City, UT 84119-7603

https://fws.gov/office/utah-ecological-services

NOT FOR CONSULTATION

Endangered species

This resource list is for informational purposes only and does not constitute an analysis of project level impacts.

The primary information used to generate this list is the known or expected range of each species. Additional areas of influence (AOI) for species are also considered. An AOI includes areas outside of the species range if the species could be indirectly affected by activities in that area (e.g., placing a dam upstream of a fish population even if that fish does not occur at the dam site, may indirectly impact the species by reducing or eliminating water flow downstream). Because species can move, and site conditions can change, the species on this list are not guaranteed to be found on or near the project area. To fully determine any potential effects to species, additional site-specific and project-specific information is often required.

Section 7 of the Endangered Species Act **requires** Federal agencies to "request of the Secretary information whether any species which is listed or proposed to be listed may be present in the area of such proposed action" for any project that is conducted, permitted, funded, or licensed by any Federal agency. A letter from the local office and a species list which fulfills this requirement can **only** be obtained by requesting an official species list from either the Regulatory Review section in IPaC (see directions below) or from the local field office directly.

For project evaluations that require USFWS concurrence/review, please return to the IPaC website and request an official species list by doing the following:

1. Draw the project location and click CONTINUE.
2. Click DEFINE PROJECT.
3. Log in (if directed to do so).
4. Provide a name and description for your project.
5. Click REQUEST SPECIES LIST.

Listed species[1] and their critical habitats are managed by the Ecological Services Program of the U.S. Fish and Wildlife Service (USFWS) and the fisheries division of the National Oceanic and Atmospheric Administration (NOAA Fisheries[2]).

Species and critical habitats under the sole responsibility of NOAA Fisheries are **not** shown on this list. Please contact NOAA Fisheries for species under their jurisdiction.

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1. Species listed under the Endangered Species Act are threatened or endangered; IPaC also shows species that are candidates, or proposed, for listing. See the listing status page for more information. IPaC only shows species that are regulated by USFWS (see FAQ).

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2. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

The following species are potentially affected by activities in this location:

Mammals

NAME	STATUS
Canada Lynx Lynx canadensis There is **final** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/3652	Threatened
North American Wolverine Gulo gulo luscus Wherever found This species only needs to be considered if the following condition applies: • Species may be present based on transient occurrence as it moves through or too suitable habitat. Effects should be considered to species and projects should consult with the Service, however, depending on the project, consultation may not be necessary. No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/5123	Threatened

Insects

NAME	STATUS
Monarch Butterfly Danaus plexippus Wherever found There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee Bombus suckleyi No critical habitat has been designated for this species. https://ecos.fws.gov/ecp/species/10885	Proposed Endangered

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Critical habitats

Potential effects to critical habitat(s) in this location must be analyzed along with the endangered species themselves.

There are no critical habitats at this location.

You are still required to determine if your project(s) may have effects on all above listed species.

Bald & Golden Eagles

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

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The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Dec 1 to Aug 31

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

Breeding Season (■)

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

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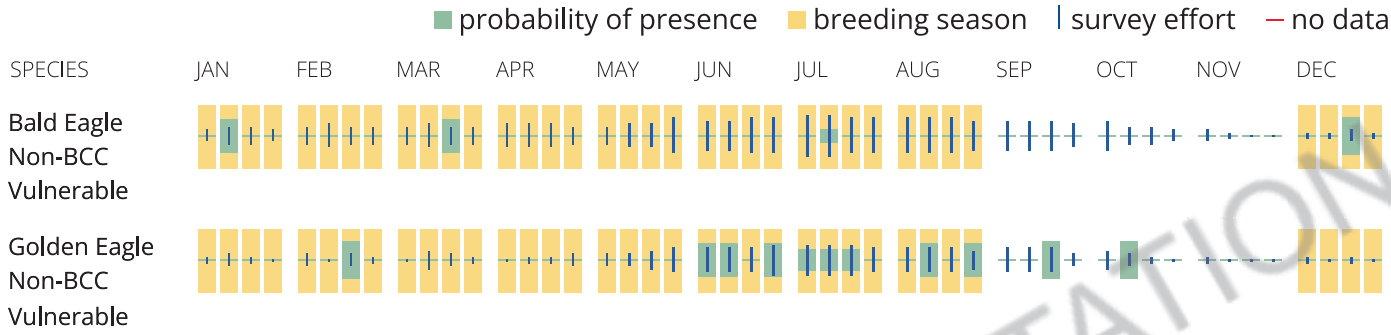
To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



Bald & Golden Eagles FAQs

What does IPaC use to generate the potential presence of bald and golden eagles in my specified location?

The potential for eagle presence is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are an eagle (Bald and Golden Eagle Protection Act requirements may apply).

Proper interpretation and use of your eagle report
On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort line or no data line (red horizontal) means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list and associated information help you know what to look for to confirm presence and helps guide you in knowing when to implement avoidance and minimization measures to eliminate or reduce potential impacts from your project activities or get the appropriate permits should presence be confirmed.

How do I know if eagles are breeding, wintering, or migrating in my area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If an eagle on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical

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bars on the phenology graph in your “IPaC PROBABILITY OF PRESENCE SUMMARY” at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

Interpreting the Probability of Presence Graphs

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

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Migratory birds

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service). The incidental take of migratory birds is the injury or death of birds that results from, but is not the purpose, of an activity. The Service interprets the MBTA to prohibit incidental take.

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.

Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

Measures for Proactively Minimizing Migratory Bird Impacts

Your IPaC Migratory Bird list showcases birds of concern, including Birds of Conservation Concern (BCC), in your project location. This is not a comprehensive list of all birds found in your project area. However, you can help proactively minimize significant impacts to all birds at your project location by implementing the measures in the Nationwide avoidance and minimization measures for birds document, and any other project-specific avoidance and minimization measures suggested at the link Measures for avoiding and minimizing impacts to birds for the birds of concern on your list below.

Ensure Your Migratory Bird List is Accurate and Complete

If your project area is in a poorly surveyed area, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles document, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

Review the FAQs

The FAQs below provide important additional information and resources.

NAME	BREEDING SEASON

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Bald Eagle Haliaeetus leucocephalus — Breeds Dec 1 to Aug 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1626

Black Rosy-finch Leucosticte atrata — Breeds Jun 15 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9460

Broad-tailed Hummingbird Selasphorus platycercus — Breeds May 25 to Aug 21
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

California Gull Larus californicus — Breeds Mar 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Cassin's Finch Haemorhous cassinii — Breeds May 15 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9462

Clark's Nutcracker Nucifraga columbiana — Breeds Jan 15 to Jul 15
This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA

Evening Grosbeak Coccothraustes vespertinus — Breeds May 15 to Aug 10
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.

Flammulated Owl Psiloscops flammeolus — Breeds May 10 to Aug 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/7728

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Golden Eagle Aquila chrysaetos — Breeds Dec 1 to Aug 31
This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.
https://ecos.fws.gov/ecp/species/1680

Olive-sided Flycatcher Contopus cooperi — Breeds May 20 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/3914

Pinyon Jay Gymnorhinus cyanocephalus — Breeds Feb 15 to Jul 15
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9420

Virginia's Warbler Leiothlypis virginiae — Breeds May 1 to Jul 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/9441

Western Grebe aechmophorus occidentalis — Breeds Jun 1 to Aug 31
This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.
https://ecos.fws.gov/ecp/species/6743

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Probability of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

To see a bar's probability of presence score, simply hover your mouse cursor over the bar.

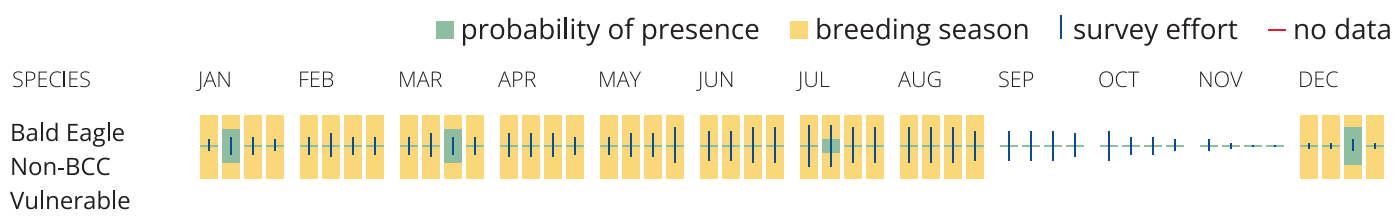
Breeding Season (■)
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

To see a bar's survey effort range, simply hover your mouse cursor over the bar.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.



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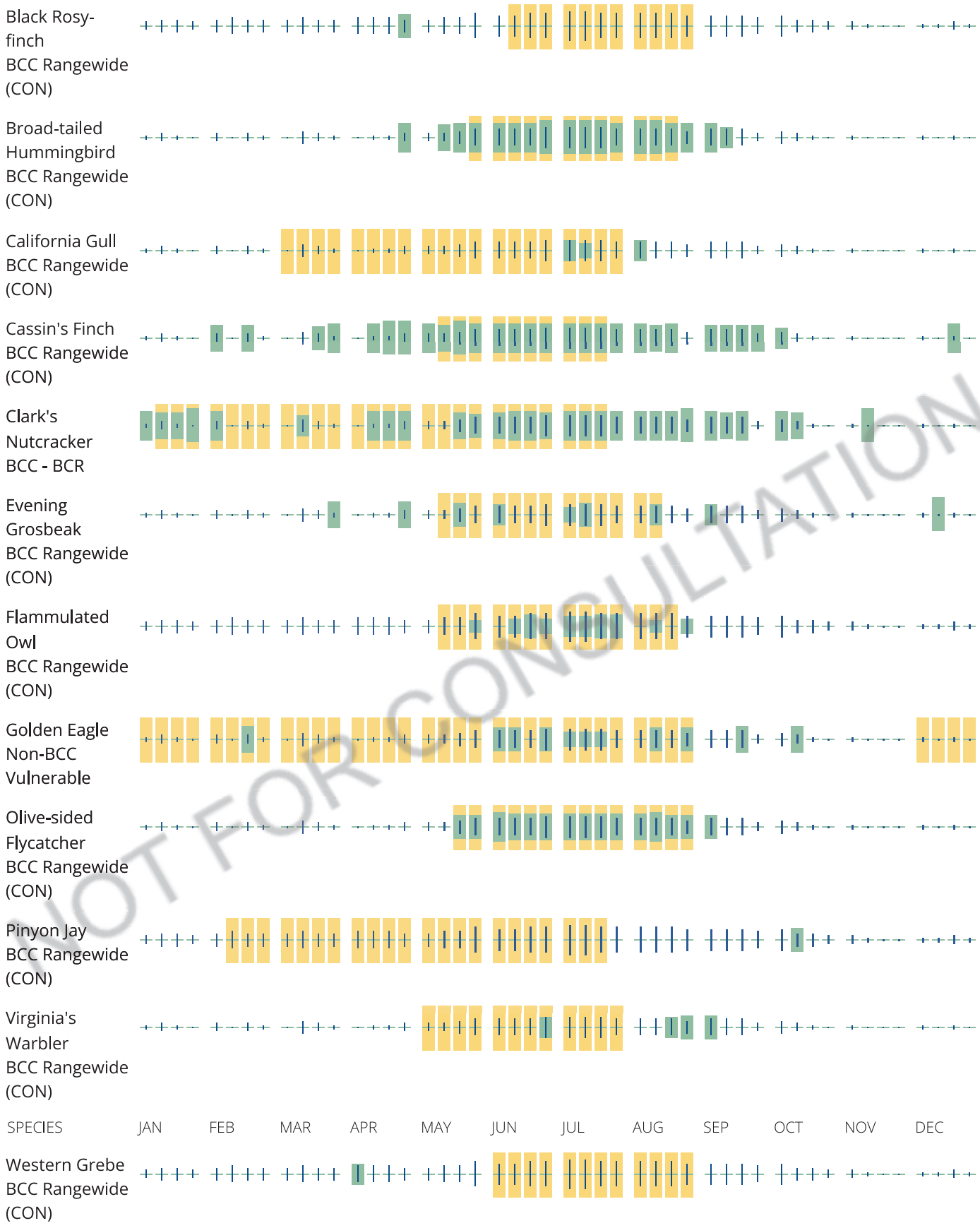

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Migratory Bird FAQs

Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Avoidance & Minimization Measures for Birds describes measures that can help avoid and minimize impacts to all birds at any location year-round. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is one of the most effective ways to minimize impacts. To see when birds are most likely to occur and breed in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the list of migratory birds that potentially occur in my specified location?

The Migratory Bird Resource List is comprised of Birds of Conservation Concern (BCC) and other species that may warrant special attention in your project location, such as those listed under the Endangered Species Act or the Bald and Golden Eagle Protection Act and those species marked as "Vulnerable". See the FAQ "What are the levels of concern for migratory birds?" for more information on the levels of concern covered in the IPaC migratory bird species list.

The migratory bird list generated for your project is derived from data provided by the Avian Knowledge Network (AKN). The AKN data is based on a growing collection of survey, banding, and citizen science datasets and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) with which your project intersects. These species have been identified as warranting special attention because they are BCC species in that area, an eagle (Bald and Golden Eagle Protection Act requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, and to verify survey effort when no results present, please visit the Rapid Avian Information Locator (RAIL) Tool.

Why are subspecies showing up on my list?

Subspecies profiles are included on the list of species present in your project area because observations in the AKN for **the species** are being detected. If the species are present, that means that the subspecies may also be present. If a subspecies shows up on your list, you may need to rely on other resources to determine if that subspecies may be present (e.g. your local FWS field office, state surveys, your own surveys).

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the Avian Knowledge Network (AKN). This data is derived from a growing collection of survey, banding, and citizen science datasets.

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go to the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, or migrating in my area?

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To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating, or resident), you may query your location using the RAIL Tool and view the range maps provided for birds in your area at the bottom of the profiles provided for each bird in your results. If a bird on your IPaC migratory bird species list has a breeding season associated with it (indicated by yellow vertical bars on the phenology graph in your "IPaC PROBABILITY OF PRESENCE SUMMARY" at the top of your results list), there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

1. "BCC Rangewide" birds are Birds of Conservation Concern (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
2. "BCC - BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
3. "Non-BCC - Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Bald and Golden Eagle Protection Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially BCC species. For more information on avoidance and minimization measures you can implement to help avoid and minimize migratory bird impacts, please see the FAQ "Tell me more about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Proper interpretation and use of your migratory bird report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please look carefully at the survey effort (indicated by the black vertical line) and for the existence of the "no data" indicator (a red horizontal line). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list does not represent all birds present in your project area. It is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be

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present). The list and associated information help you know what to look for to confirm presence and helps guide implementation of avoidance and minimization measures to eliminate or reduce potential impacts from your project activities, should presence be confirmed. To learn more about avoidance and minimization measures, visit the FAQ "Tell me about avoidance and minimization measures I can implement to avoid or minimize impacts to migratory birds".

Interpreting the Probability of Presence Graphs
Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. A taller bar indicates a higher probability of species presence. The survey effort can be used to establish a level of confidence in the presence score.

How is the probability of presence score calculated? The calculation is done in three steps:
The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.

To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.

The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season ()
Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort ()
Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data ()
A week is marked as having no data if there were no survey events for that week.

Survey Timeframe
Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

NOT FOR CONSULTATION

Facilities

National Wildlife Refuge lands

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

There are no refuge lands at this location.

Fish hatcheries

There are no fish hatcheries at this location.

Wetlands in the National Wetlands Inventory (NWI)

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

NOT FOR CONSULTATION

This location did not intersect any wetlands mapped by NWI.

NOTE: This initial screening does **not** replace an on-site delineation to determine whether wetlands occur. Additional information on the NWI data is provided below.

Data limitations

The Service's objective of mapping wetlands and deepwater habitats is to produce reconnaissance level information on the location, type and size of these resources. The maps are prepared from the analysis of high altitude imagery. Wetlands are identified based on vegetation, visible hydrology and geography. A margin of error is inherent in the use of imagery; thus, detailed on-the-ground inspection of any particular site may result in revision of the wetland boundaries or classification established through image analysis.

The accuracy of image interpretation depends on the quality of the imagery, the experience of the image analysts, the amount and quality of the collateral data and the amount of ground truth verification work conducted. Metadata should be consulted to determine the date of the source imagery used and any mapping problems.

Wetlands or other mapped features may have changed since the date of the imagery or field work. There may be occasional differences in polygon boundaries or classifications between the information depicted on the map and the actual conditions on site.

Data exclusions

Certain wetland habitats are excluded from the National mapping program because of the limitations of aerial imagery as the primary data source used to detect wetlands. These habitats include seagrasses or submerged aquatic vegetation that are found in the intertidal and subtidal zones of estuaries and nearshore coastal waters. Some deepwater reef communities (coral or tuberficid worm reefs) have also been excluded from the inventory. These habitats, because of their depth, go undetected by aerial imagery.

Data precautions

Federal, state, and local regulatory agencies with jurisdiction over wetlands may define and describe wetlands in a different manner than that used in this inventory. There is no attempt, in either the design or products of this inventory, to define the limits of proprietary jurisdiction of any Federal, state, or local government or to establish the geographical scope of the regulatory programs of government agencies. Persons intending to engage in activities involving modifications within or adjacent to wetland areas should seek the advice of appropriate Federal, state, or local agencies concerning specified agency regulatory programs and proprietary jurisdictions that may affect such activities.

NOT FOR CONSULTATION

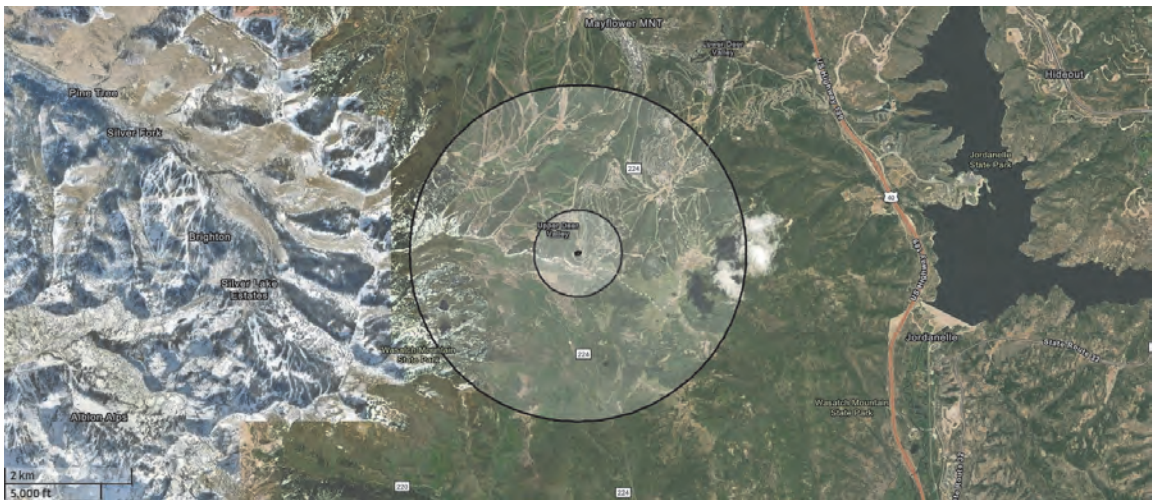
Utah Division of Wildlife Resources
1594 W. North Temple
Salt Lake City, UT 84116
(801) 538-4700, wildlife.utah.gov

Report Number: bra_16844

Report Date: 2025-02-24 16:51:25

Hot Creek

Location: Park City
Description: Wildlife Clearance Survey for development property



Project Area of Interest with a half-mile and two-mile radius.

Two-Mile Radius

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Great Horned Owl	*Bubo virginianus*	None	None	2014-04-04	
Large Marble Butterfly	*Euchloe ausonides*	SGCN	None	2007-05-17	

Species Name	Scientific Name	UWAP Status	ESA Status	Last Reported Date	SDHM
Forest Bumblebee	*Bombus lapponicus sylvicola*	None	None	2018-07-19	
	Bombus insularis	None	None	2023-09-29	
Clustered Lady's-slipper	*Cypripedium fasciculatum*	None	None	2019-08-17 21:57:12	
Aspen Fleabane	*Erigeron speciosus var. macranthus*	None	None	2010-07-29 00:00:00	
Subalpine Fir	*Abies lasiocarpa*	None	None	2017-08-20 18:45:36	
Quaking Aspen	*Populus tremuloides*	None	None	2019-08-17 21:57:12	
Prairie-rocket Wallflower	*Erysimum asperum*	None	None	2010-07-29 00:00:00	
Engelmann Spruce	*Picea engelmannii*	None	None	2017-08-20 18:45:36	
Engelmann's Aster	*Aster engelmannii*	None	None	2019-08-17 21:57:12	
Garrett's Fleabane	*Erigeron garrettii*	SGCN	None	2017-08-20 18:45:36	

Definitions

State Status	
SGCN	Species of greatest conservation need listed in the Utah Wildlife Action Plan (UWAP) and also included in the Utah Field Guide
U.S. Endangered Species Act	
LE	A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction
LT	A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered
LE;XN	An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah
C	A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened
PT/PE	A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Species Distribution and Habitat Suitability Models

Species distribution and habitat suitability models (SDHMs) can inform wildlife management decisions such as habitat protection, enhancement, and restoration. They may also help assess environmental impacts by identifying species' habitats. When reevaluating SDHMs with new information, they can help identify or track changes or trends in habitat quality. SDHMs assess habitats' spatial arrangement and connectivity, identify crucial habitats, or describe the environmental conditions a species selects. SDHMs provide an understanding of the impacts of invasive species spread and identify suitable areas for species translocations/re-introductions.

SDHMs show a predicted suitable habitat for a species based on various biotic and abiotic environmental factors. These models may be useful for statewide evaluation but should not be considered verified species presence or absence. Field survey information should be utilized to verify the presence or absence of taxa when making species-specific decisions. Models produced by the Utah Division of Wildlife Resources (DWR) were conducted using a blend of Generalized Linear Models, Generalized Additive Models, Random Forest Models, Boosted Regression Tree Models, and Maximum Entropy Models.

Mitigation Strategies

Typical recommendations to consider and help guide project activities to avoid, minimize or mitigate impacts on wildlife and their habitats from project disturbances are displayed below for some wildlife species found within/near your project area.

Common Name	Strategy
moose	Avoid disturbance in crucial winter habitats Nov. 1 - May 15 and crucial summer range May 15 - July 5. Consider voluntary mitigation if avoidance is not possible or there is permanent habitat loss.
mule deer	Avoid disturbance in crucial summer range during fawning May 15 - July 15. Avoid, minimize or mitigate impacts from large-scale development that occur within crucial elk habitats. Voluntary mitigation is

Common Name	Strategy
	recommended at a 4:1 ratio, meaning 4 acres of improved or conserved habitat for every 1 acre of disturbance.

The DWR understands that mitigation strategies might conflict. Please reach out to DWR staff to develop strategies to minimize impacts on wildlife while still achieving project goals. Your project is located in the following UDWR region(s):

DWR Region Full Name	Regional Phone	Impact Analysis Biologist	Email	Phone
Central Region	801-491-5678	Josee Seamons	jseamons@utah.gov	385-421-1277

This project area contains multiple valuable wildlife habitats, where standard recommendations may conflict or be overburdensome. We strongly recommend reaching out to our team of experts for tailored/project-specific suggestions and solutions and DWR staff may contact you.

Wildlife Action Plan

The Utah Wildlife Action Plan (UWAP) is Utah's guiding document for native species conservation. The DWR encourages parties to use the UWAP in their environmental planning, as it provides a conservation framework to prevent future listings under the ESA.

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The Utah DWR provides no warranty nor accepts any liability occurring from any incorrect, incomplete, or misleading data or from any incorrect, incomplete, or misleading use of these data.

The results include a query of species tracked by the Utah Natural Heritage Program and Utah Division of Wildlife Resources, which includes all species listed under the U.S. Endangered Species Act, species in the Utah Wildlife Action Plan, and other species. Other significant wildlife values might also be present on the designated site.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act, please visit https://ecos.fws.gov/ipac/ or contact the U.S. Fish and Wildlife Service Utah Ecological Services Field Office at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

The "Not For Consultation" watermark is meant to inform users that this tool is not a substitute for the U.S. Fish and Wildlife Service (USFWS) environmental review process. While this tool provides courtesy information on ESA species for context, the U.S. Fish and Wildlife Service is the authority on Information for Planning and Consultation Endangered Species Act Reviews. Additionally, the Wildlife Habitat Analysis Tool provides information to assist in analysis but does not replace coordination and consultation with Utah Division of Wildlife Resource biologists who can often serve as an expert resource for site-specific information.

Supplemental Data

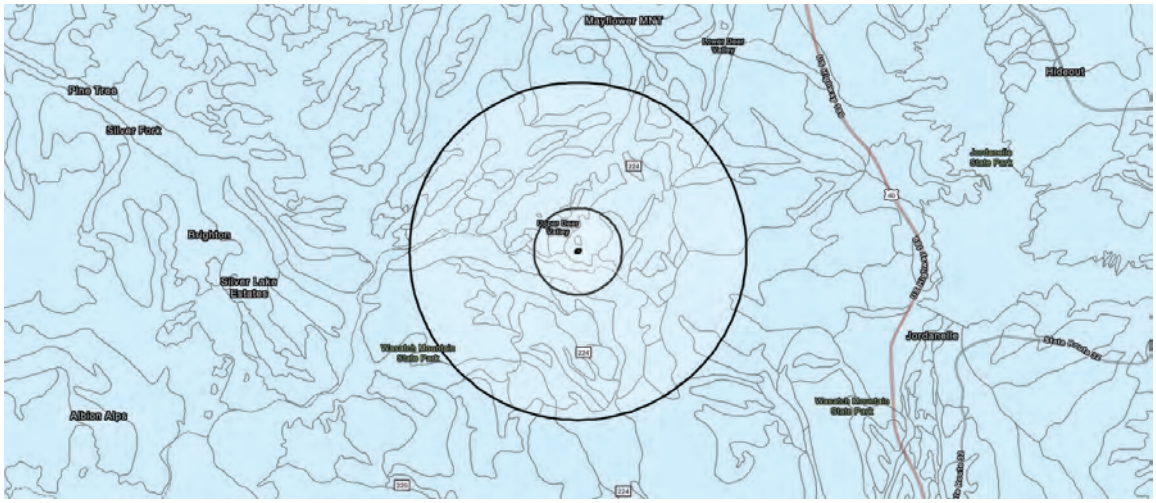
Unmapped Corridors

Unmodeled Corridors: Present

Wildlife Habitat Information

Species	Season	Value	Comments
Black Bear	year-long	crucial	
Dusky Grouse	year-long	crucial	
Elk	spring/fall	substantial	
Moose	year-long	crucial	Calving habitat.
Mule Deer	summer	crucial	
Ruffed Grouse	year-long	substantial	
Snowshoe Hare	year-long	substantial	
White-Tailed Jackrabbit	year-long		

USDA NRCS Utah Soils

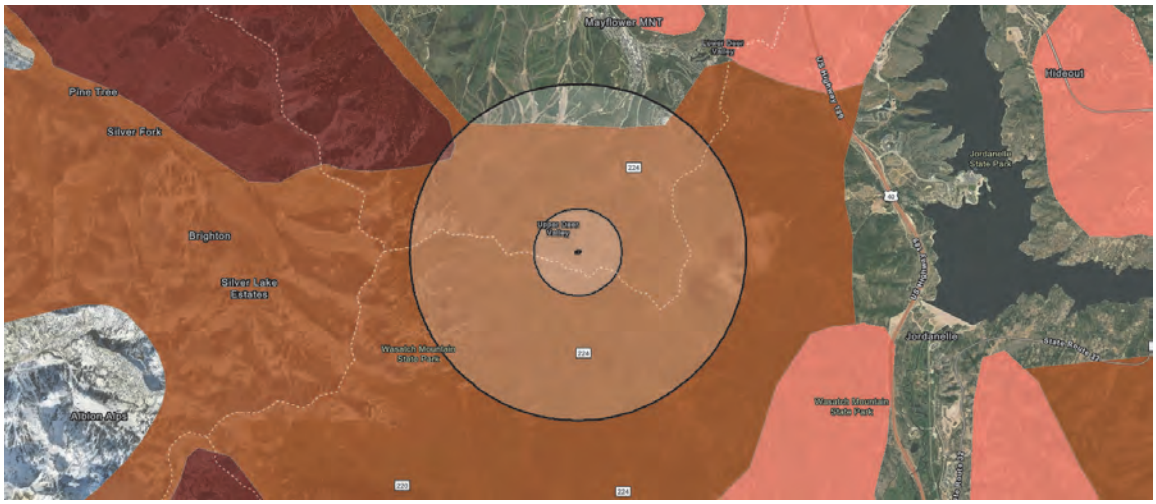


Description: Utah Soils is a subset of the more comprehensive Natural Resources Conservation Service (NRCS) SSURGO database. The SSURGO database is a collection of 6 feature classes, one raster, 76 tables, and 69 relationship classes that represent over a century's worth of soil data collected by the National

Cooperative Soil Survey. Utah Soils is a collection of the more widely used SSURGO soil attributes and SSURGO MUPOLYGON geometry to provide users an overview of Utah soils data without the complexity of the SSURGO database itself.

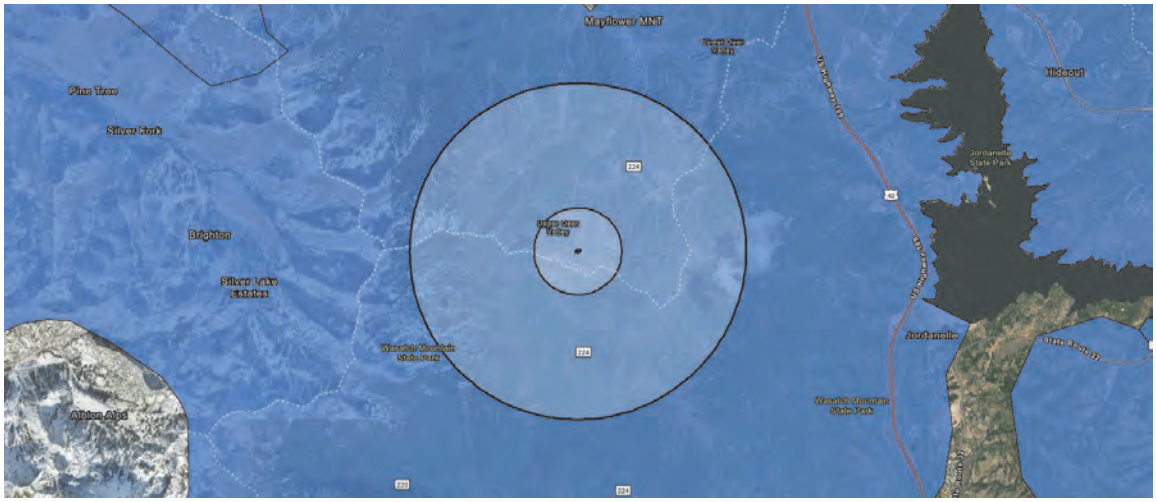
Area Name	Area Symbol	Farm Class	Hydric Classification - Presence	Hydrologic Group - Dominant Conditions	Map Unit Name	Map Unit Key	Water Table Depth - Annual - Minimum	Water Table Depth - April - June - Minimum
Summit Area, Utah, Parts of Summit, Salt Lake and Wasatch Counties	UT613	Not prime farmland	0	B	Lucky Star gravelly loam, 30 to 60 percent slopes	508197	None	None

Elk Habitat



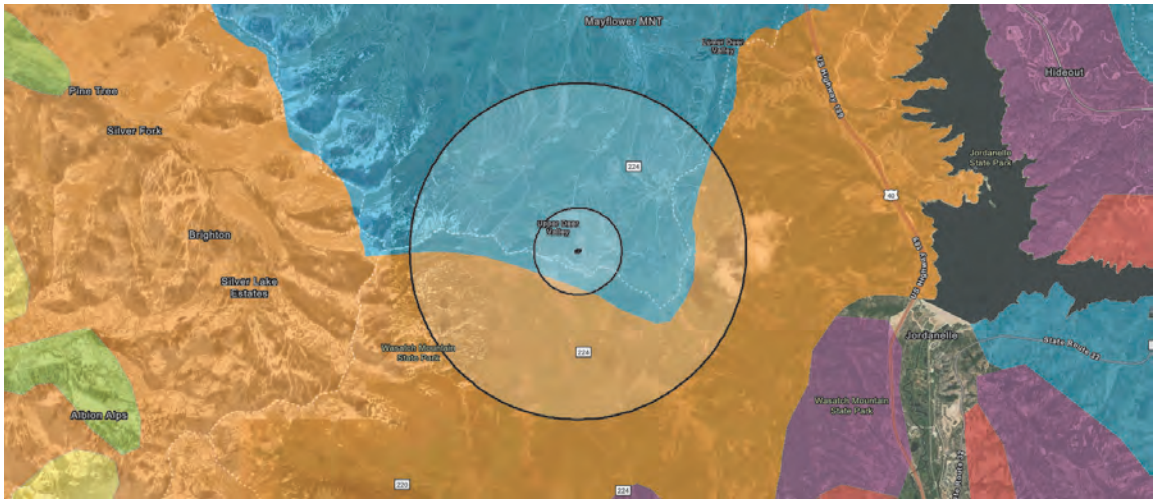
Season	Species	Value	Comments
spring/fall	Elk	substantial	

Moose Habitat



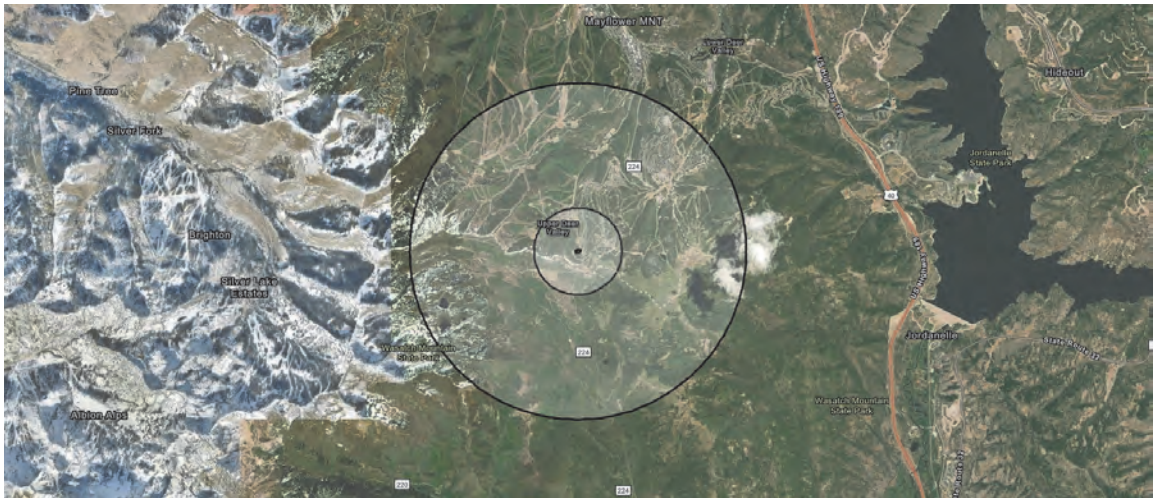
Species	Season	Comments	Value
Moose	year-long	Calving habitat.	crucial

Mule Deer Habitat



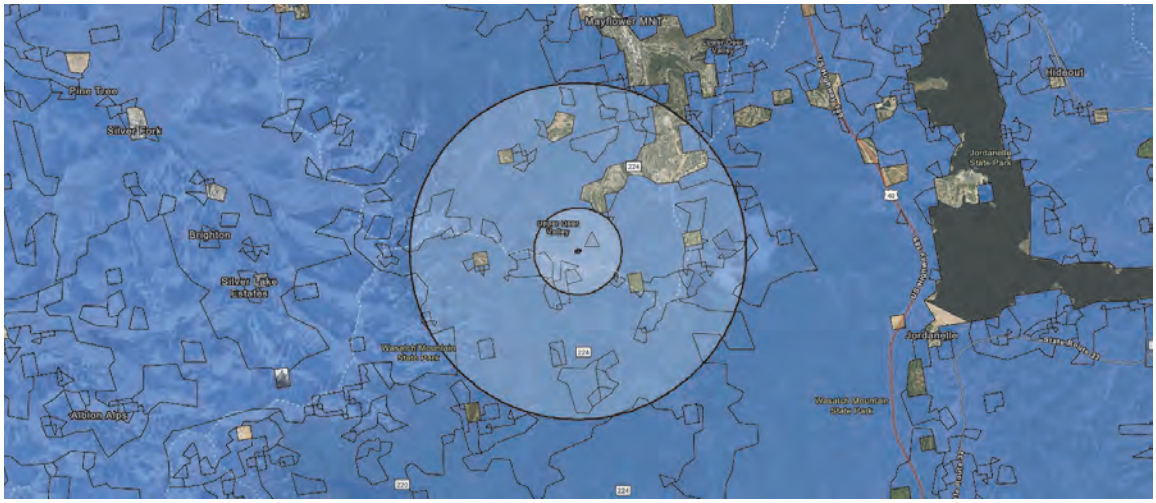
Comments	Season	Species	Value
	summer	Mule Deer	crucial

Unmapped Mule Deer Migration Corridors



Species
Mule Deer

Terrestrial Key Habitat



Description: These polygons representing 13 terrestrial key habitats have been generalized for web mapping applications, and often under-represent the presence of key habitats, particularly small areas of discontinuous habitat.

Habitat Name
Aspen Conifer

Report Generated For

Name: Brandon Thomas
Organization: BIO-WEST Inc.
Email: brandonthomas@bio-west.com
Phone: (385)-535-1313

End of Report

Thank you for using the Utah Wildlife Habitat Analysis tool. Feel free to reach out to the department for additional information or assistance.

VICINITY MAP

GENERAL NOTES

G-1 ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING PLANS & SPECIFICATIONS:

A. Park City Design Standards, Construction Specifications, and Standard Drawings, Latest Edition.

B. Snyderville Basin Water Reclamation District (S.B.W.R.D.) Development Procedures, Design Standards and Construction Specifications, April 20, 2020 or latest edition.

C. Park City Water District Development Procedures, Design Standards and Construction Specifications, February 22, 2016 or latest edition.

D. Manual of Uniform Traffic Control Devices 2003 Edition, Revision #1 November 2004, Revision #2 December 2007.

E. Special conditions of approval and/or permits as required and/or issued by regulatory bodies.

F. Approved construction plans and details.

G. Approved Traffic Control Plan.

H. Storm Water Pollution Prevention Plan. (SWPPP)

G-2 Contractor/Bidder shall obtain a copy of the specifications, at his cost. Copies of the specifications shall be kept at the job site by the contractor and be available for the contractor, subcontractor, owner or his agent, design engineer, city engineer, S.B.W.R.D. engineer, and their designated representatives and inspectors.

G-3 The Contractor shall be responsible for ground and surface water control during construction. This requirement shall include, but not be limited to the installation of utilities, manholes, vaults, catch basins, earthwork operations, and road construction.

G-4 The contractor shall maintain accurate records of "As Built" conditions of all underground work. The "As Builts" shall be tied to easily defined monuments and/or surface improvements or as required by accuracy for the as-built conditions. The as-built information shall be given to the owner and be incorporated in the final "As Built" drawings. Special as-built requirements for HDPE sewer mains are required per as outlined on the drawings.

G-5 Prior to any excavation work, the contractor shall contact Blue Stakes for location of existing utilities. The contractor shall be responsible for determining the location of utilities, whether shown on the plans or not, and protecting the utilities during construction. If existing utility lines conflict in location with new construction, the contractor shall notify the engineer in order to resolve the conflict.

G-6 The contractor shall have a qualified representative to handle grade determination, drainage flow, and connections to existing features using proper grade setting techniques such as, but not limited to, string line, rod and level, GPS, or Surveying.

G-7 All work performed shall be guaranteed by the contractor and/or his surety against all defects in materials and workmanship of whatever nature for a period of one (1) year from the date of final acceptance of the work by the project owner.

G-8 The contractor shall be responsible for the installation and maintenance of adequate signs, traffic devices, and warning devices to inform and protect the public during all phases of construction. The contractor shall submit to the Owner and Design Engineer for approval.

G-9 Compaction testing shall be an integral part of the project. Compaction testing shall include, but shall not be limited to earthwork, trench back-fill, base course, and asphalt pavement. Compaction testing shall be performed by a qualified, independent testing company retained by the contractor.

HOT CREEK RESTAURANT

TWISTED BRANCH ROAD
PARK CITY, UT 84060

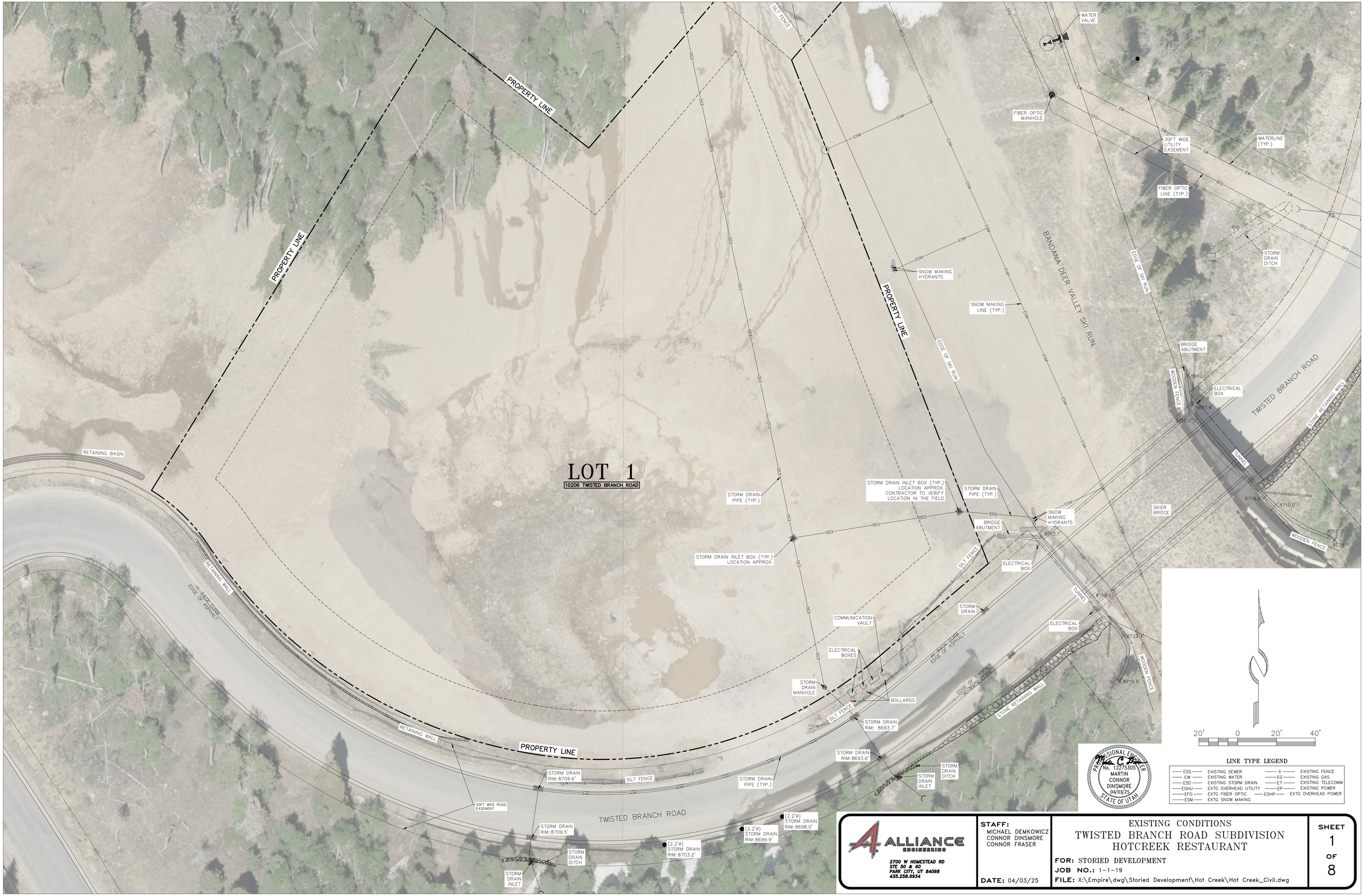
APRIL 3, 2025

SHEET INDEX

1. EXISTING CONDITIONS & TOPOGRAPHY
2. SITE PLAN
3. GRADING PLAN
4. UTILITY PLAN
5. GAS PLAN
6. STORMWATER MANAGEMENT PLAN
7. CMP /SWPPP
8. DETAILS 1/2
9. DETAILS 2/2

CIVIL ENGINEER

ALLIANCE ENGINEERING



ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

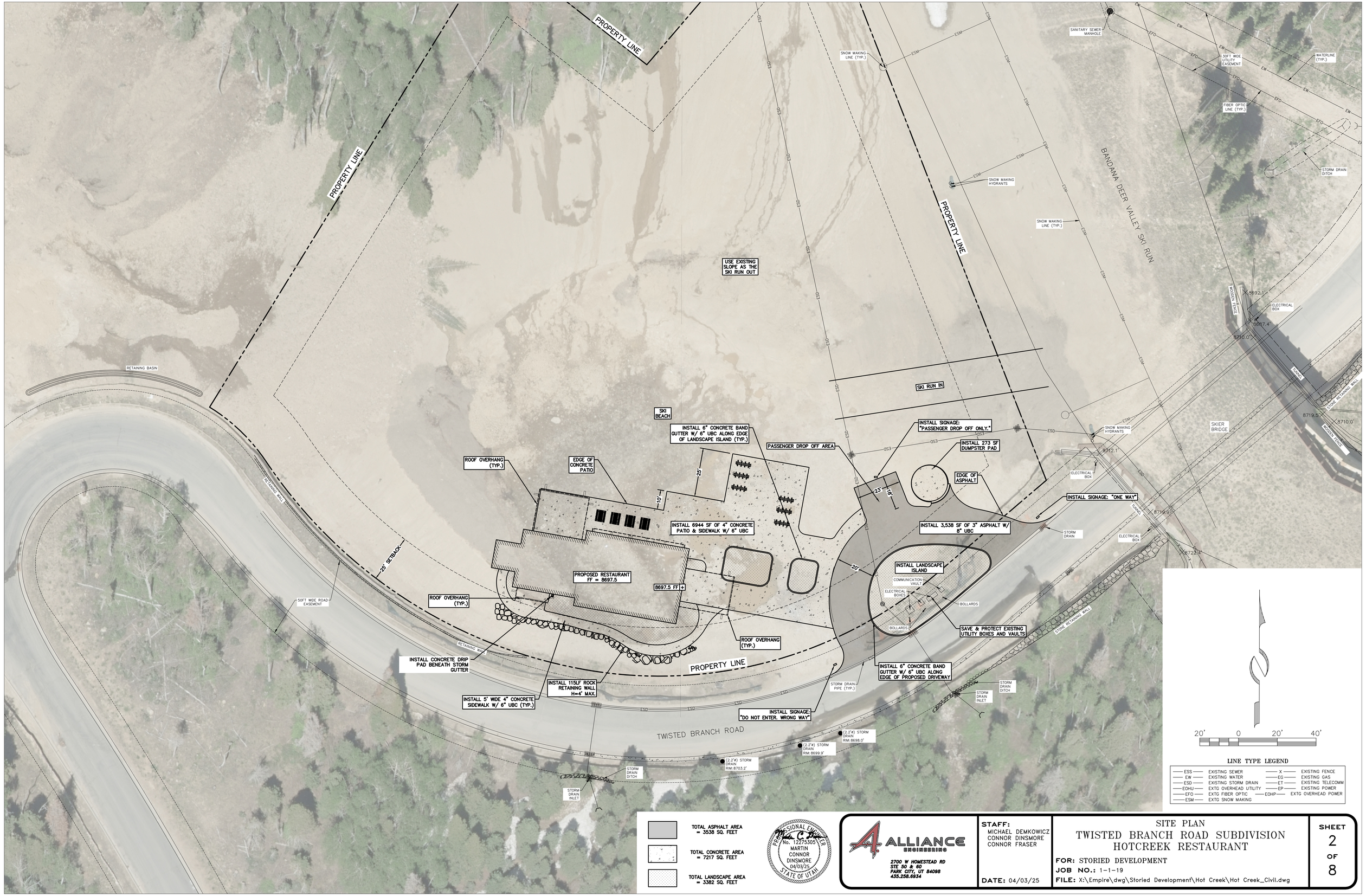
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
CONNOR FRASER

DATE: 04/03/25

EXISTING CONDITIONS
TWISTED BRANCH ROAD SUBDIVISION
HOTCREEK RESTAURANT

FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 1 OF 8



LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER
ESM	EXTG SNOW MAKING		

TOTAL ASPHALT AREA = 3538 SQ. FEET

TOTAL CONCRETE AREA = 7217 SQ. FEET

TOTAL LANDSCAPE AREA = 3382 SQ. FEET

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
04/03/25
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.256.6934

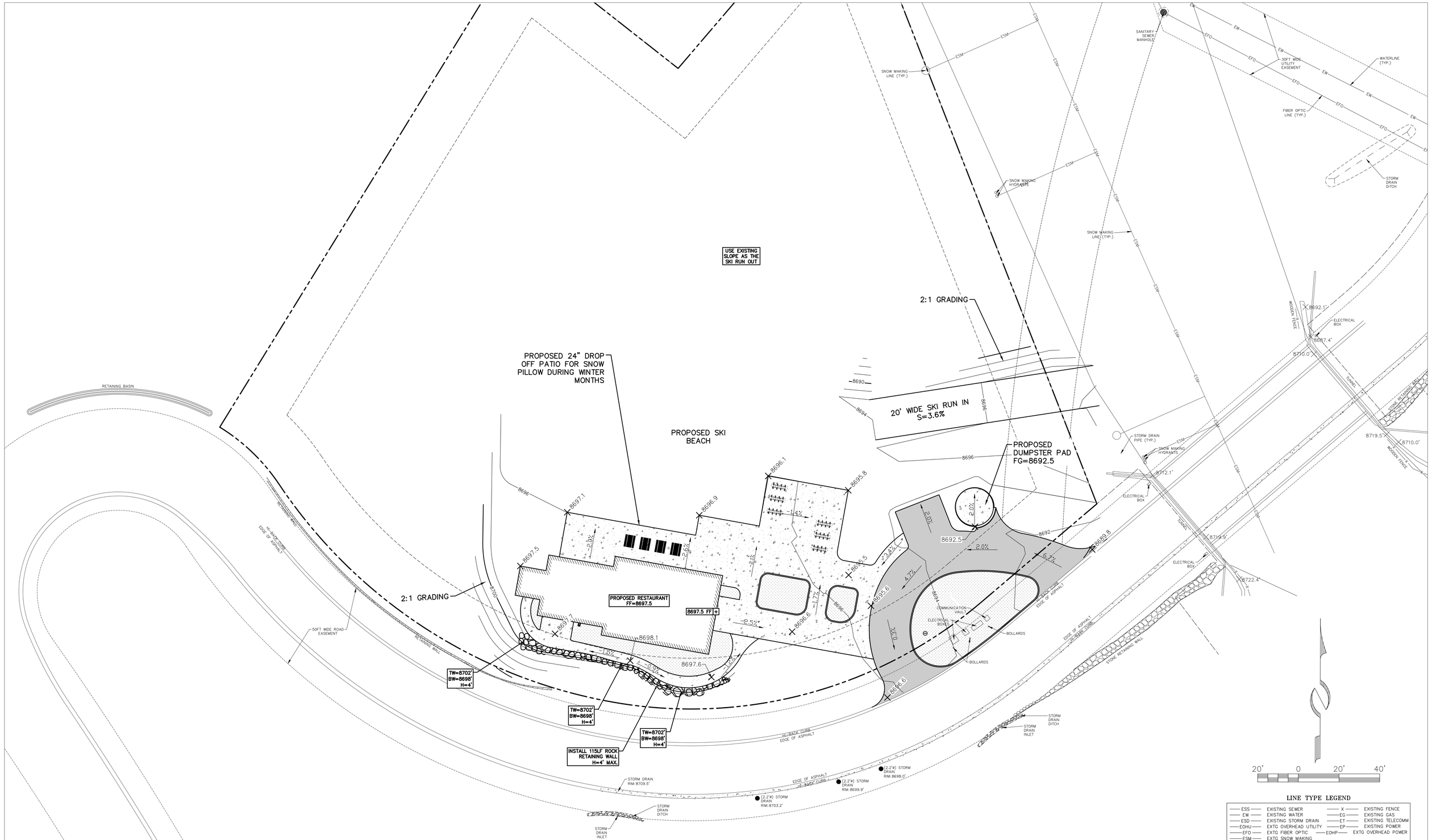
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
CONNOR FRASER

DATE: 04/03/25

SITE PLAN
TWISTED BRANCH ROAD SUBDIVISION
HOTCREEK RESTAURANT

FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 2 OF 8



LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER
ESM	EXTG SNOW MAKING		

PROFESSIONAL ENGINEER
No. 12275305
MARTIN CONNOR DINSMORE
04/03/25
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
CONNOR FRASER

DATE: 04/03/25

GRADING PLAN
TWISTED BRANCH ROAD SUBDIVISION
HOTCREEK RESTAURANT

FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 3 **OF** 8

263LF 8" HDPE SDR-17 SEWER, REFER TO HOT CREEK LEA PLANS FOR DETAILS, SEWER NOT BUILT YET

34LF 6" HDPE SDR-17 SEWER STUB S=3.0% MIN. F/L @ END OF STUB=8578.2 EG END OF STUB=8592 MAINTAIN 8' MIN COVER REFER TO HOT CREEK LEA PLANS FOR DETAILS, STUB NOT BUILT YET

8" F/L=8576.11
6" F/L=8577.11
REFER TO HOT CREEK LEA PLANS FOR DETAILS, SEWER NOT BUILT YET

SSMH #7 (4'ø)
RIM=8586.37'
F/L OUT=8577.72
REFER TO HOT CREEK LEA PLANS FOR DETAILS, SSMH NOT BUILT YET

INSTALL TRENCH DIKE AT STUB CONNECTION

6" SS CLEANOUT

MAINTAIN 18" MIN VERTICAL CLEARANCE AT WATER & SEWER CROSSING

CONNECT PROPOSED 8" WATERLINE INTO EXISTING WATER VALVE IN SKI RUN, CONTRACTOR TO CONFIRM EXISTING LOCATION & SIZE PRIOR TO CONSTRUCTION

6" SS CLEANOUT

INSTALL 500LF 6" HDPE SDR-17 SS LATERAL S=VARIES

45° BEND

EXISTING VALVE TO BE EXPOSED AND INSPECTED FOR USE PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE WITH PCMC.

6" SS CLEANOUT (TYP.)

MAINTAIN 18" MIN. VERTICAL CLEARANCE@ ø UTILITY CROSSING

30' PROPOSED PUE

6" SS CLEANOUT (TYP.)

CONNECT PROPOSED STORM DRAINS INTO EXISTING STORM DRAIN W/ INSERTA-TEE. CONTRACTOR TO CONFIRM SIZE AND LOCATION OF STORM DRAIN BEFORE CONSTRUCTION

MAINTAIN 18" VERTICAL SEPARATION BETWEEN UTILITIES. CONTRACTOR TO POTHOLE AND VERIFY DEPTH OF EXISTING SNOWMAKING LINES.

RADIUS = 920'

INSTALL 314LF 8" DR-14 C900 PVC. WATER LINE TO MAINTAIN MINIMUM BURY DEPTH OF 7'

INSTALL 4" x 6" WYE CONNECTING PROPOSED SEWER LATERALS F/L = 8681.46'

MAINTAIN 18 MIN. VERTICAL CLEARANCE

INSTALL 75 LF 6" HDPE SDR-17 SS LATERAL W/ CLEANOUT @ S=14.1%

INSTALL 50 LF 4" HDPE SDR-17 SS LATERAL W/ CLEANOUT S=22.4%

MAINTAIN 18" MIN. VERTICAL CLEARANCE @ SEWER AND WATER CROSSING F/L WATER= 8688.42' F/L SEWER=8686.92

INSTALL 4'ø SAMPLING MANHOLE RIM=8695.9' F/L IN=8691.64' F/L OUT=8691.54'

INSTALL 169 LF OF 4" STORM PIPE @ 2.0%

F/L TIE IN 4" = 8690.75'

INSTALL 5 LF 4" PVC SDR-35 SS LATERAL S=2.0%

(2) 45° BENDS

45° BEND

INSTALL 307LF 4" DR-14 C900 PVC. WATER LINE TO MAINTAIN MINIMUM BURY DEPTH OF 7'

INSTALL 500 GAL. GREASE INTERCEPTOR RIM=8696.4' F/L IN=8691.8' F/L OUT=8691.7'

INSTALL 10 LF 4" PVC SDR-35 SS LATERAL S=2.0%

86 LF 4" STORM PIPE @ 2.8%

45° BEND

4" SS REVERSE CLEANOUT

FFE=8697.5

F/L @ BLDG=8692

F/L 4" = 8693.17'

INSTALL PRIVATE HORIZONTAL PRV INSIDE BUILDING WITH INTERNAL WATER METER. SEE MECHANICAL ENGINEERING DETAILS

INSTALL CONCRETE DRIP PAD BENEATH STORM GUTTER

INSTALL 2' SQUARE SD BOX W/ OPEN-SLOTTED GRATE RIM=8696.75 F/L=8692.75

INSTALL 51LF 12" CPP STORM DRAIN. S=1.0% MAINTAIN 36" MIN. BURY

INSTALL 128LF 12" CPP STORM DRAIN. MAINTAIN 36" MIN. BURY S=1.0% MIN.

INSTALL 2' SQUARE SD BOX W/ OPEN-SLOTTED GRATE RIM=8696.75 F/L=8692.23

INSTALL 154LF 2" CTS HDPE SDR-11 WATER SERVICE & CONNECT TO PROPOSED BUILDING.

CONNECT PROPOSED STORM DRAINS INTO EXISTING STORM DRAIN W/ INSERTA-TEE. CONTRACTOR TO CONFIRM SIZE AND LOCATION OF STORM DRAIN BEFORE CONSTRUCTION

INSTALL (3) BURIED 1000 GALLON PROPANE TANKS IN 18'X18'X6' VAULT. INSTALL BOLLARDS FOR PROTECTION.

COMMUNICATION VAULT

ELECTRICAL BOXES

8"x4" FLANGE TEE, FLANGE THE 4" FIRE LINE GATE VALVE, 8"x6" FL REDUCER & 6" FLxMJ FIRE HYDRANT VALVE ALL TOGETHER

INSTALL MUELLER SUPER CENTURION 350 3-WAY A423HP FIRE HYDRANT WITH 5-1/4" PUMPER NOZZLE, NATIONAL STD, AND OPERATING NUT (OPENS LEFT). MINIMUM BURY DEPTH = 7' MAINTAIN 3' MINIMUM CLEARANCE FROM EXISTING UTILITIES AND VAULTS.

40' 0 40' 80'

LINE TYPE LEGEND

ESS	EXISTING SEWER	X	EXISTING FENCE
EW	EXISTING WATER	EG	EXISTING GAS
ESD	EXISTING STORM DRAIN	ET	EXISTING TELECOMM
EOHU	EXTG OVERHEAD UTILITY	EP	EXISTING POWER
EFO	EXTG FIBER OPTIC	EOHP	EXTG OVERHEAD POWER
ESM	EXTG SNOW MAKING		

NOTES:
1. COORDINATE WITH ENBRIDGE GAS FOR GAS MAIN AND METER INSTALLATION.
2. COORDINATE WITH ROCKY MOUNTAIN POWER FOR POWER LINE AND BOX INSTALLATION.
3. COORDINATE WITH ALLWEST FOR TELECOMM LINE AND BOX INSTALLATION.

REGISTERED PROFESSIONAL ENGINEER No. 12275305 MARTIN CONNOR DINSMORE 04/03/25 STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

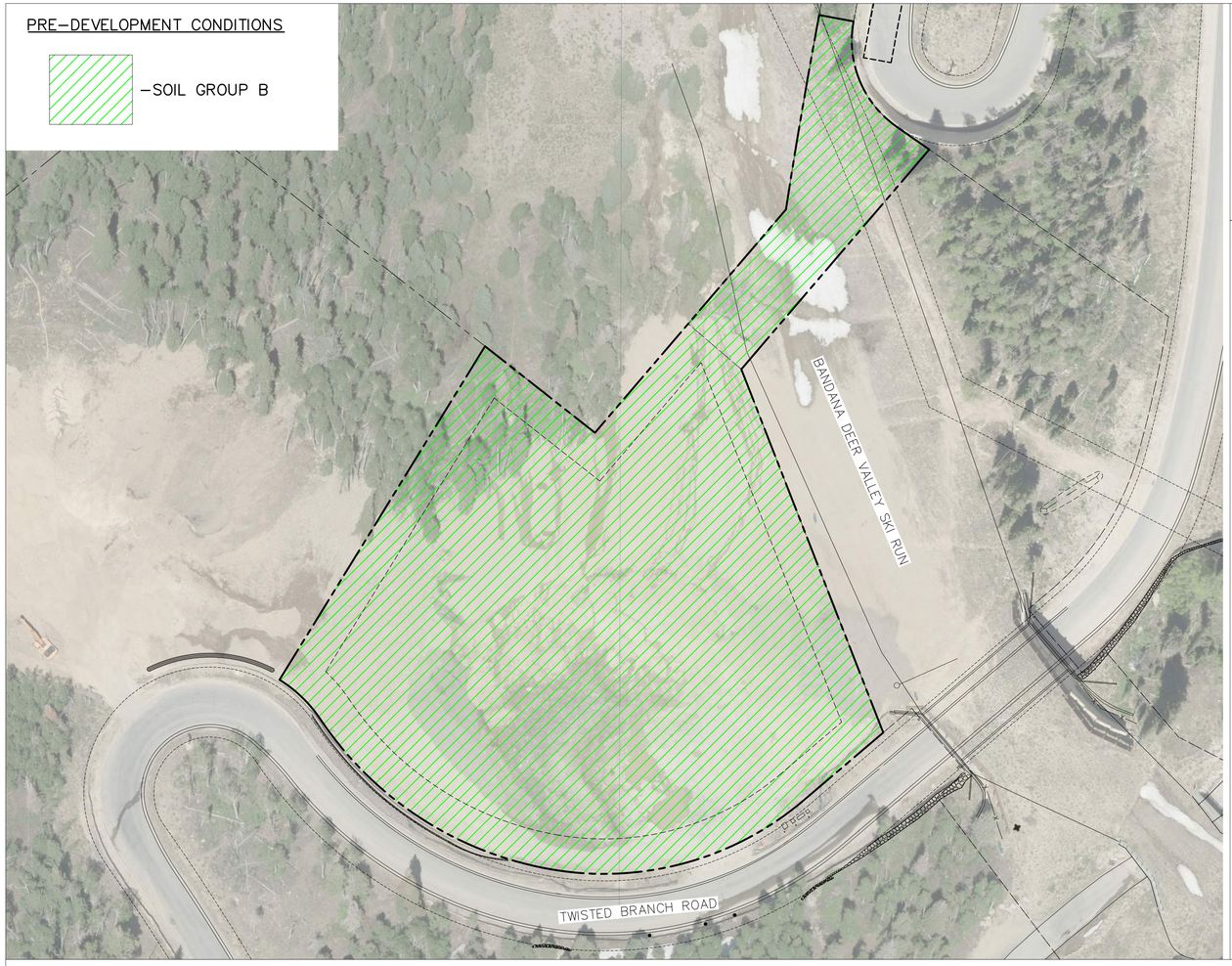
STAFF:
MICHAEL DEMKOWICZ
CONNOR DINSMORE
CONNOR FRASER

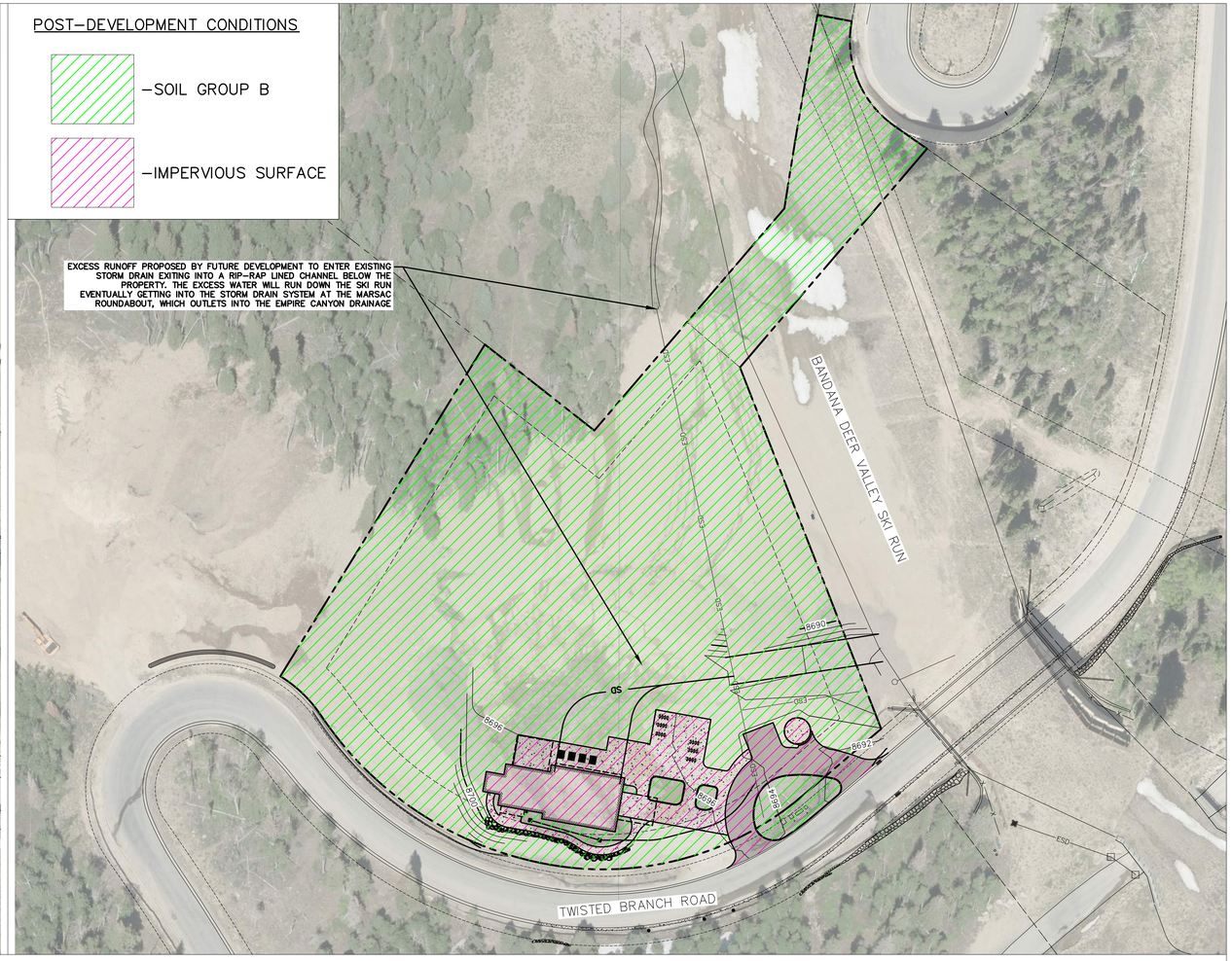
DATE: 04/03/25

UTILITY PLAN
TWISTED BRANCH ROAD SUBDIVISION
HOTCREEK RESTAURANT

FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 4 OF 8


PRE-DEVELOPMENT CONDITIONS
-SOIL GROUP B
BANDANA DEER VALLEY SKI RUN
TWISTED BRANCH ROAD


POST-DEVELOPMENT CONDITIONS
-SOIL GROUP B
-IMPERVIOUS SURFACE
EXCESS RUNOFF PROPOSED BY FUTURE DEVELOPMENT TO ENTER EXISTING STORM DRAIN EXITING INTO A RIP-RAP LINED CHANNEL BELOW THE PROPERTY. THE EXCESS WATER WILL RUN DOWN THE SKI RUN EVENTUALLY GETTING INTO THE STORM DRAIN SYSTEM AT THE MARSAC ROUNDABOUT, WHICH OUTLETS INTO THE EMPIRE CANYON DRAINAGE
BANDANA DEER VALLEY SKI RUN
TWISTED BRANCH ROAD
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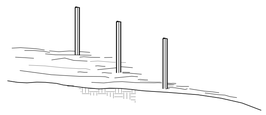
1. SET METAL T-POSTS @ 8' O.C. MAX.

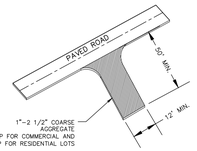


2. ATTACH ORANGE CONSTRUCTION FENCING TO THE T-POSTS.

STANDARD DRAWING	CONSTRUCTION FENCE DETAIL
ALLIANCE ENGINEERING	dtl\parkcity\const fence

STABILIZED CONSTRUCTION ENTRANCE

TYPICAL DESIGN LAYOUT

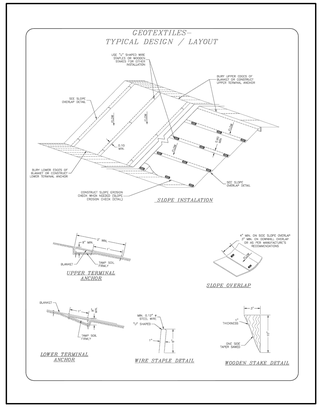


NOTES:

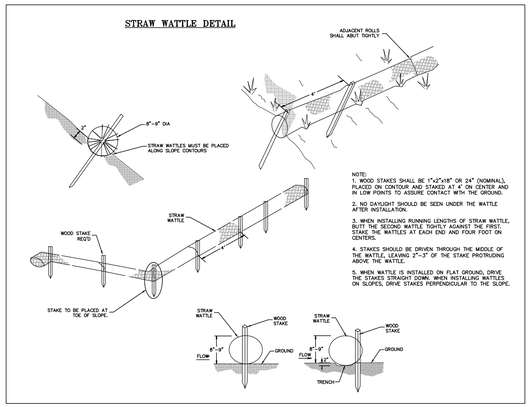
1. INSTALL AT ANY POINT OF INGRESS OR EGRESS AT A CONSTRUCTION SITE WHERE ADJACENT TRAVELED WAY IS PAVED.
2. CLEAR AND GRUB AREA AND GRADE TO PROVIDE SLOPE SHOWN FOR DRIVEWAY, OR ACCESS/INTERSECTION. IF ADJACENT TO WATERWAY, USE A MAXIMUM SLOPE OF 2%.
3. COMPACT SUBGRADE AND PLACE FILTER FABRIC IF REQUIRED.
4. PLACE COARSE AGGREGATE, 1 TO 2 1/2 INCHES SIZE, TO A MINIMUM DEPTH OF 6 INCHES FOR COMMERCIAL PROJECTS, AND 4 INCHES FOR RESIDENTIAL PROJECTS.

MAINTENANCE:

1. INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.
2. INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.
3. REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.
4. EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC, AND OFFSITE STREE PARKING AND PREVENT EROSION AT DRIVEWAY.

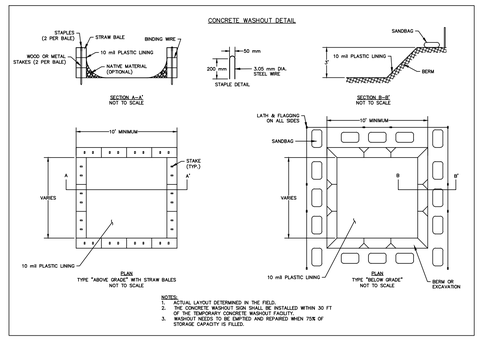


STRAW WATTLE DETAIL

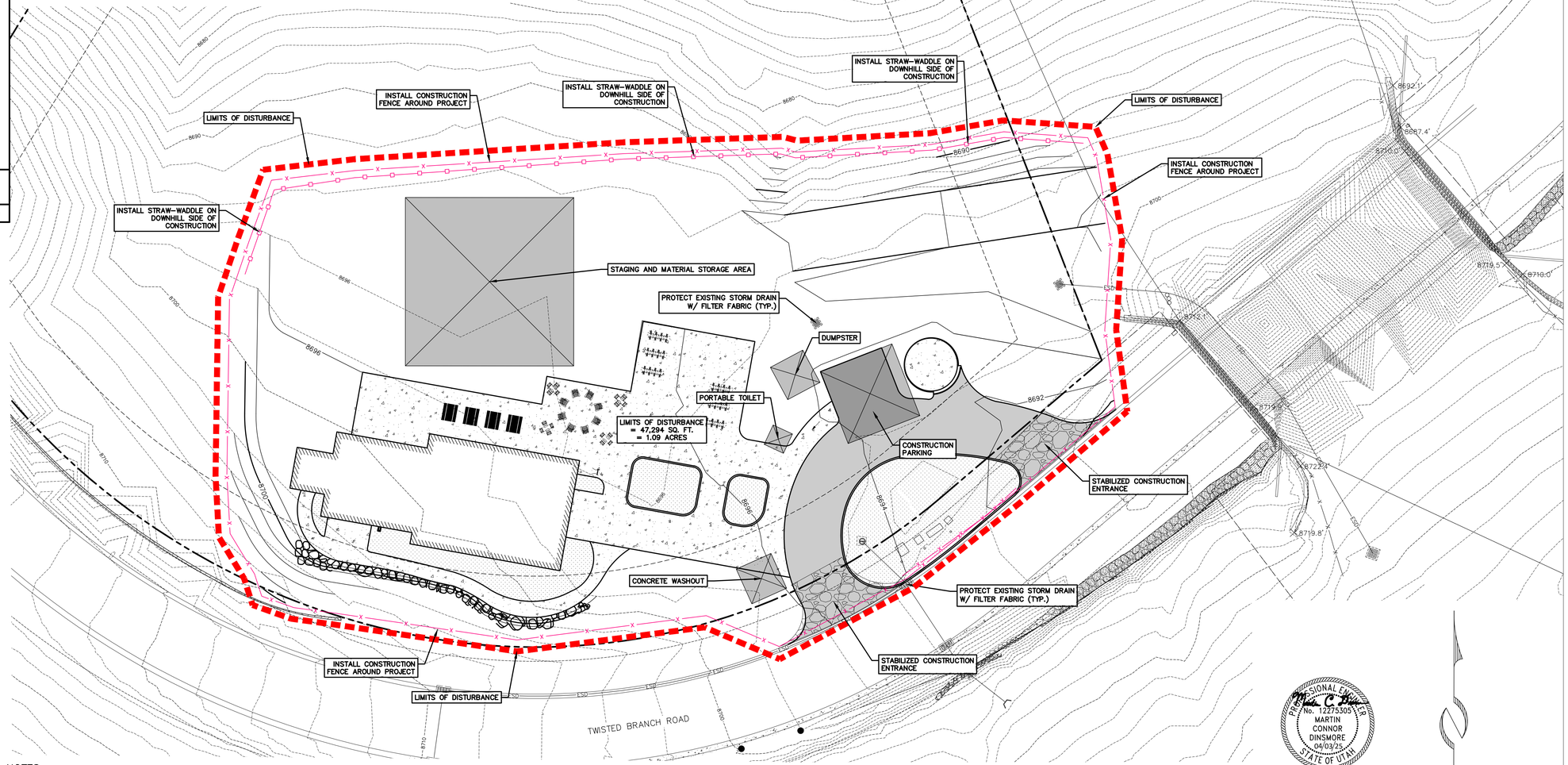


NOTE:
1. WOOD STAKES SHALL BE 1"x2"x18" OR 24" (NOMINAL), PLACED ON CONTOUR AND STAKED AT 4' ON CENTER AND IN LOW POINTS TO ASSURE CONTACT WITH THE GROUND.
2. NO DAYLIGHT SHOULD BE SEEN UNDER THE WATTLE AFTER INSTALLATION.
3. WHEN INSTALLING RUNNING LENGTHS OF STRAW WATTLE, BUTT THE SECOND WATTLE TIGHTLY AGAINST THE FIRST. STAKE THE WATTLES AT EACH END AND FOUR FOOT ON CENTERS.
4. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE, LEAVING 2"-3" OF THE STAKE PROTRUDING ABOVE THE WATTLE.
5. WHEN WATTLE IS INSTALLED ON FLAT GROUND, DRIVE THE STAKES STRAIGHT DOWN. WHEN INSTALLING WATTLES ON SLOPES, DRIVE STAKES PERPENDICULAR TO THE SLOPE.

CONCRETE WASHOUT DETAIL



NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE WASHOUT FACILITY. THE TEMPORARY CONCRETE WASHOUT NEEDS TO BE EMPTIED AND REPAIRED WHEN 75% OF STORAGE CAPACITY IS FILLED.



NOTES:

1. CONSTRUCTION PARKING/TRAFFIC MAY NOT BLOCK THE STREET WITHOUT A PERMIT (AVAILABLE FORM THE ENGINEERING DIVISION).
2. MUD TRACKED OUT ONTO THE STREET MUST BE CLEANED PRIOR TO THE END OF THE WORK DAY.
3. THE CONSTRUCTION SITE MUST BE MAINTAINED IN A NEAT MANNER. TRASH AND OTHER DEBRIS MAY NOT ACCUMULATE OUTSIDE THE SITE.
4. ROADSIDE PARKING IS NOT ALLOWED.
5. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.
6. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.
7. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, LAND DISTURBING ACTIVITIES.

20' 0 20' 40'

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

STAFF:
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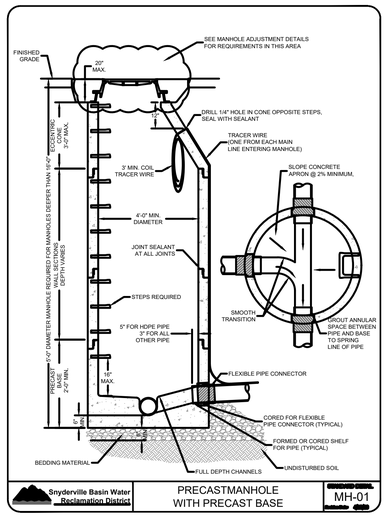
DATE: 04/03/25

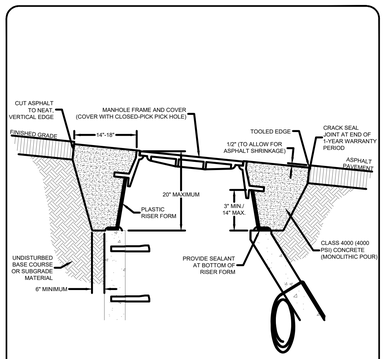
CONSTRUCTION MANAGEMENT PLAN
TWISTED BRANCH ROAD SUBDIVISION
HOTCREEK RESTAURANT

FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 6 **OF** 8

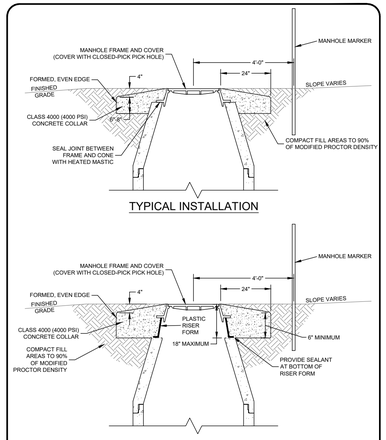


Snyderville Basin Water Reclamation District | PRECASTMANHOLE WITH PRECAST BASE | STANDARD DETAIL MH-01 | Revision Date 4/05/20



NOTES:
1. MANHOLE ADJUSTMENT SHALL OCCUR AFTER FINAL ASPHALT PAVEMENT PLACEMENT IS COMPLETED.
2. DIMENSIONS OF PLASTIC RISER FORM SHALL BE SPECIFIC TO THE DIAMETERS OF THE MANHOLE FRAME AND CONE AND OF THE ADJUSTMENT HEIGHT. PLASTIC RISER FORM SHALL NOT BE CUT VERTICALLY TO ALLOW PLACEMENT OF FRAME.
3. PLASTIC RISER FORM SHALL BE TRIMMED TO MATCH SLOPE OF PAVEMENT AND ALLOW FOR INDICATED DIMENSIONS BELOW FINISHED GRADE.
4. A WATER TIGHT SEAL BETWEEN THE TOP OF CONE AND THE PLASTIC RISER FORM SHALL BE PROVIDED WITH SEALANT. SEALANT SHALL CONSIST OF A CONTINUOUS BEAD THAT COVERS THE ENTIRE WIDTH OF THE BOTTOM FLANGE OF THE PLASTIC RISER FORM. TOP OF MANHOLE CONE SHALL BE CLEAN PRIOR TO PLACEMENT OF SEALANT.
5. CONSOLIDATE CONCRETE TO ELIMINATE ALL VOIDS.

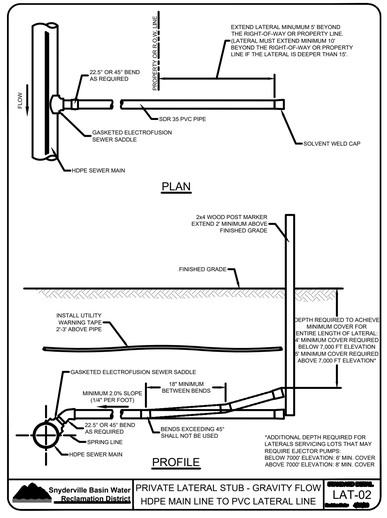
Snyderville Basin Water Reclamation District | MANHOLE ADJUSTMENT IN ASPHALT PAVEMENT | STANDARD DETAIL MH-07 | Revision Date 4/05/20



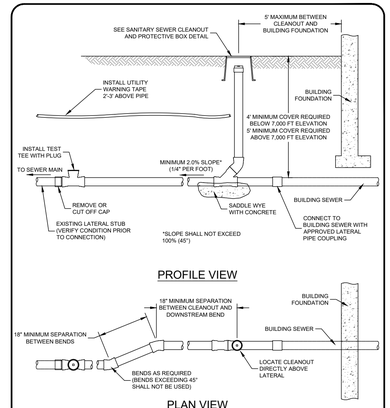
TYPICAL INSTALLATION

INSTALLATION WITH ADJUSTMENT
(APPROVAL BY SBWRD REQUIRED)

Snyderville Basin Water Reclamation District | OFF-ROAD MANHOLE COLLAR | STANDARD DETAIL MH-10 | Revision Date 4/05/20



Snyderville Basin Water Reclamation District | PRIVATE LATERAL STUB - GRAVITY FLOW HDPE MAIN LINE TO PVC LATERAL LINE | STANDARD DETAIL LAT-02 | Revision Date 4/05/20

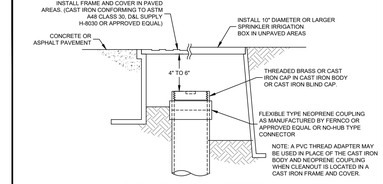


PROFILE VIEW

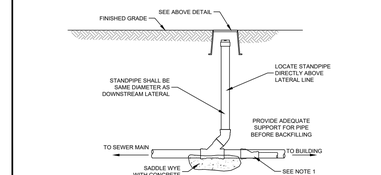
PLAN VIEW

NOTES:
1. CLEANOUTS ARE REQUIRED ON PRIVATE LATERALS AT THE FOLLOWING LOCATIONS:
   A. WITHIN 5 FEET OF THE BUILDING FOUNDATION
   B. AT NO MORE THAN 100 FEET APART, MEASURED FROM THE UPSTREAM ENTRANCE OF THE CLEANOUT
2. BENDS EXCEEDING 45° SHALL NOT BE USED
3. FUSION WELD OR SOLVENT WELD FITTINGS AND JOINTS REQUIRED ON VERTICAL BENDS AND ON SLOPES GREATER THAN 3:1 (33%)
4. MAINTAIN 10' MINIMUM SEPARATION BETWEEN LATERAL AND ANY ADJACENT WATER MAIN LINE OR LATERAL.

Snyderville Basin Water Reclamation District | GRAVITY LATERAL STUB TO GRAVITY BUILDING CONNECTION | STANDARD DETAIL LAT-05 | Revision Date 4/05/20



CLEANOUT CAP ASSEMBLY WITH PROTECTIVE BOX



SANITARY SEWER CLEANOUT

NOTES:
1. FOR TRANSITION FROM 4" (UPSTREAM) TO 6" (DOWNSTREAM) LATERALS, TRANSITION SHALL OCCUR AT A CLEANOUT AND SHALL BE ACCOMPLISHED WITH AN ECCENTRIC REDUCER ON THE UPSTREAM SIDE OF THE WYE
2. FOR LATERALS USING HDPE PIPE:
   45° BEND SHALL BE 3 SEGMENT HDPE BEND
   WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE
   ALL JOINTS SHALL BE FUSION WELDED

Snyderville Basin Water Reclamation District | SANITARY SEWER CLEANOUT AND PROTECTIVE BOX | STANDARD DETAIL LAT-07 | Revision Date 4/05/20

CLEANOUT CAP ASSEMBLY WITH PROTECTIVE BOX

SANITARY SEWER CLEANOUT

FOR LATERAL USING HDPE PIPE:
1. STANDPIPE SHALL ALSO BE HDPE.
2. 45° BEND SHALL BE 3 SEGMENT HDPE BEND.
3. WYE SHALL BE PREFABRICATED (NOT MOLDED) WYE.
4. ALL JOINTS SHALL BE FUSION WELDED.

Snyderville Basin Water Reclamation District | CLEANOUT AND PROTECTIVE BOX IN UN-PAVED TRAFFIC AREAS (INCL. SKI RUNS) | STANDARD DETAIL LAT-11 | Revision Date 4/05/20

ALL SUBGRADES

NOTES:
1. TRENCH BACKFILL SHALL BE PLACED SUCH THAT SETTLEMENT OF PAVED AREAS DOES NOT OCCUR.
2. BACKFILL IN ROADS, STREETS OR RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH APPLICABLE CITY, COUNTY OR STATE STANDARDS.
3. COMPACTION TESTING SHALL BE THE RESPONSIBILITY OF THE DEVELOPER AND THE CONTRACTOR.
4. BACKFILL IN OFF-ROAD AREAS SHALL BE IN ACCORDANCE WITH THE OFF ROAD SEWER LINE TRENCH DETAIL.
5. ATTACH TRACER WIRE TO TOP OF PIPE AT MAXIMUM 5' SPACING WITH DUCT TAPE OR ZIP TIES.

Snyderville Basin Water Reclamation District | PIPE TRENCH | STANDARD DETAIL PI-01 | Revision Date 4/05/20

TRENCH DIKES REQUIRED AT LOCATIONS AS INDICATED ON APPROVED PLANS OR AS OTHERWISE DIRECTED BY SBWRD

Snyderville Basin Water Reclamation District | TRENCH DIKE | STANDARD DETAIL PI-03 | Revision Date 4/05/20

NOTES:
1. THE GREASE INTERCEPTOR CAPACITY IS DEFINED AS THE STORAGE VOLUME OF THE VAULT BELOW THE OUTLET PIPE ELEVATION.
2. THE GREASE INTERCEPTOR SHALL HAVE A MIMIMUM CAPACITY OF 1,000 GALLONS IF SERVING A COMMERCIAL KITCHEN OR 500 GALLONS IF SERVING A COVERED PARKING STRUCTURE.
3. THE INLET PIPE SHALL BE ONE INCH HIGHER THAN THE OUTLET PIPE.
4. ALL INTERIOR PIPING SHALL BE SOLVENT WELD PVC.
5. VENTING OF GREASE INTERCEPTOR SHALL NOT BE ALLOWED.
6. SANITARY WASTES SHALL NOT BE PLUMBED TO GREASE INTERCEPTOR.
7. THE DIMENSIONS AND CONFIGURATION OF THE VAULT AND BAFFLE SHALL BE ACCORDING TO THE MANUFACTURER'S REQUIREMENTS FOR THE SIZE OF INTERCEPTOR INSTALLED.
8. THE CLEANOUT UPSTREAM OF THE GREASE INTERCEPTOR MAY BE DELETED IF THE CLEANOUT AT THE BUILDING IS WITHIN 15 FT OF THE GREASE INTERCEPTOR AND THE LINE BETWEEN THE GREASE INTERCEPTOR AND THE CLEANOUT IS A STRAIGHT SEGMENT.
9. THE CLEANOUT DOWNSTREAM OF THE GREASE INTERCEPTOR MAY BE DELETED IF THE SAMPLING MANHOLE IS WITHIN 15 FT OF THE GREASE INTERCEPTOR AND THE LINE BETWEEN THE GREASE INTERCEPTOR AND THE SAMPLING MANHOLE IS A STRAIGHT SEGMENT.

Snyderville Basin Water Reclamation District | GREASE INTERCEPTOR | STANDARD DETAIL PT-01 | Revision Date 4/05/20

NOTE:
1. A SAMPLING MANHOLE IS NOT REQUIRED DOWNSTREAM OF A GREASE INTERCEPTOR SERVING A COVERED PARKING STRUCTURE

Snyderville Basin Water Reclamation District | SAMPLING MANHOLE PRECAST BASE | STANDARD DETAIL PT-02 | Revision Date 4/05/20

PROFESSIONAL ENGINEER
No. 12275505
MARTIN CONNOR DINSMORE
04/03/25
STATE OF UTAH

ALLIANCE ENGINEERING
2700 W HOMESTEAD RD
STE 50 & 60
PARK CITY, UT 84098
435.258.6934

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DETAILS
TWISTED BRANCH ROAD SUBDIVISION
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FOR: STORIED DEVELOPMENT
JOB NO.: 1-1-19
FILE: X:\Empire\dwg\Storied Development\Hot Creek\Hot Creek_Civil.dwg

SHEET 7 OF 8

GENERAL WATER NOTES

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THESE CONTRACT DOCUMENTS BY REFERENCE:
   a. PARK CITY DESIGN STANDARDS, CONSTRUCTION SPECIFICATIONS, AND STANDARD DETAILS
   b. AMERICAN WATER WORKS ASSOCIATION STANDARDS (AWWA)
   c. UTAH ADMINISTRATIVE CODE, DRINKING WATER RULE (DRINKING WATER (DOW), R309-550 FACILITY DESIGN AND OPERATION: TRANSMISSION AND DISTRIBUTION PIPELINES
   d. INTERNATIONAL PLUMBING CODE
2. ALL PIPE, JOINTS, FITTINGS, VALVES AND FIRE HYDRANTS SHALL CONFORM TO ANSI/NSF STANDARD 61 AND APPLICABLE SECTIONS OF AWWA STANDARDS C104-04 THROUGH C650-05 AND C900-07 THROUGH C909-07 REGARDING MATERIALS FOR FITTINGS, AND VALVES SHALL MEET LOW LEAD COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH ANSI/NSF 372.
3. ALL PRODUCTS AND MATERIALS SHALL BE "MADE IN THE USA", UNLESS SPECIFICALLY APPROVED BY THE CITY ENGINEER AS NOT AVAILABLE FROM A DOMESTIC SOURCE. ALL VALVES, INCLUDING GATE VALVES, MANHOLE, METER VAULT, AND VALVE BOX CASTINGS SHALL BE "BELTED & REMANUFACTURED IN THE USA". PARK CITY WATER ACKNOWLEDGES THAT CERTAIN SPECIALIZED WATER SYSTEM PRODUCTS INCLUDED IN THE ACCEPTABLE PRODUCTS LIST, SUCH AS HIGH PRESSURE PRESSURE RATED VALVES, MAY NOT MEET THE MADE IN USA REQUIREMENT AND ARE IN THE "QUALIFIED" MADE IN USA CATEGORY. THESE PRODUCTS MUST BE APPROVED BY THE CITY ENGINEER.
4. UTAH DIVISION OF DRINKING WATER (DOW) REQUIREMENTS:
   a. FOR PROJECTS WITH TRANSMISSION AND/OR DISTRIBUTION LINES OVER 18 INCHES IN DIAMETER AND/OR INCLUDING A WATER BOOSTER STATION OR PRESSURE REDUCING STATION A DOW FINAL PLAN TO THE CITY. FOLLOWING DESIGN REVIEW BY THE CITY AND INCORPORATION OF CITY COMMENTS, THE DESIGN ENGINEER SHALL SUBMIT WATER CONSTRUCTION PLANS TO THE DDW TO OBTAIN APPROVAL TO NOT CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED DOW APPROVALS ARE OBTAINED.
   b. FOR PROJECTS WITH TRANSMISSION AND/OR DISTRIBUTION LINES UNDER OVER 18 INCHES IN DIAMETER AND/OR INCLUDING A WATER BOOSTER STATION OR PRESSURE REDUCING STATION A DOW FINAL PLAN TO THE CITY. FOLLOWING DESIGN REVIEW BY THE CITY AND INCORPORATION OF CITY COMMENTS, THE DESIGN ENGINEER SHALL SUBMIT WATER CONSTRUCTION PLANS TO THE DDW TO OBTAIN APPROVAL TO NOT CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED DOW APPROVALS ARE OBTAINED.
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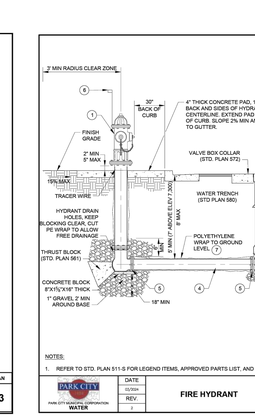
PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	02/2024	500.1
	REV. 3	GENERAL WATER NOTES

10. ALL CONSTRUCTION OF WATER SYSTEM SHALL BE CLEARLY STAKING BY THE DEVELOPER'S OR CONTRACTOR'S SURVEYOR. STAKING SHALL INCLUDE ALL BENDS, VALVES, HYDRANTS, SERVICES, METER VAULTS, AND SPECIALS. A MINIMUM OF 50'-OUT STATIONING IS REQUIRED FOR PIPELINE.
11. WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C651-05 WITH BOTH WELLS AS FITTINGS, VALVES, SERVICES, AND METER VAULT LOCATIONS SHALL BE AUTHORIZED BY THE CITY ENGINEER AND THE PUBLIC UTILITIES ENGINEER OR PUBLIC UTILITIES DEPARTMENT PRIOR TO INSTALLATION.
12. WATER SERVICE INTERRUPTION: THE FOLLOWING SHALL BE MET WITH RESPECT TO THE INTERRUPTION OF SERVICE TO CUSTOMERS INCLUDING THE SHUTDOWN OF THE EXISTING WATER SYSTEM
   a. CONTRACTOR SHALL NOT OPERATE EXISTING WATER VALVES
   b. SCHEDULE SERVICE WORK REQUIRING WATER SERVICE INTERRUPTIONS OR SHUTDOWN OF THE EXISTING WATER SYSTEM A MINIMUM OF 96 HOURS IN ADVANCE WITH THE WATER DEPARTMENT (48HR NOTIFICATION REQUIRED FOR SHUTDOWN OF HYDRANTS ONLY)
   c. LIMIT INTERRUPTIONS TO DOW AND NO COMPLETION ON MONDAY THRU THURSDAY, 9:00 AM TO 4:00 PM. NO INTERRUPTIONS SHALL OCCUR ON FRIDAYS, WEEKENDS, OR HOLIDAYS.
   d. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATION TO AFFECTED CUSTOMERS. CONTACT THE WATER DEPARTMENT FOR NOTIFICATION REQUIREMENTS. BE ADVISED THAT ON OCCASION VALVES IN THE DISTRIBUTION SYSTEM MAY LEAK AND THAT THE WATER DEPARTMENT MAY CLOSE VALVES IN THE AREA. IF VALVE MAINTENANCE IS REQUIRED, A MINIMUM OF 24 HOURS SHOULD BE EXPECTED.
   e. FOR SHUTDOWNS LONGER THAN 4 HOURS, CONTRACTOR SHALL SUBMIT A TEMPORARY WATER PLAN TO MEET ALL CUSTOMERS IN SERVICE. ALL COSTS ASSOCIATED WITH MAINTAINING WATER TO AFFECTED CUSTOMERS SHALL BE BORNE BY THE CONTRACTOR.
   f. CONTRACTOR SHALL HAVE ALL TEMPORARY PIPING AND MATERIALS ON SITE PRIOR TO SHUTDOWN OF THE WATER SYSTEM BY THE WATER DEPARTMENT
   g. ALL SHUTDOWNS SHALL BE COORDINATED WITH THE WATER BOOSTER PUMPS SHALL BE INSTALLED ON THE BUILDING SIDE OF THE WATER METER VAULT, OUTSIDE THE VAULT, AND SHALL BE APPROVED BY THE CITY ENGINEER, FIRE MARSHAL, AND BUILDING DEPARTMENT.
13. EXPOSE EXISTING WATER PIPES AND VERIFY HORIZONTAL AND VERTICAL LOCATION PRIOR TO INSTALLING NEW IMPROVEMENTS, FITTINGS, AND ALL UTILITIES TO ELIMINATE POTENTIAL CONFLICTS.
14. THE HORIZONTAL DISTANCE BETWEEN WATER LINES AND SANITARY SEWER LINES SHALL BE AT LEAST 10 FEET. WHERE THE WATER LINE IS LOCATED AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER AND AT LEAST 18 INCHES ABOVE THE SEWER, THE HORIZONTAL DISTANCES SHALL BE MEASURED EDGE-TO-EDGE (I.E. FROM THE NEAREST EDGES OF THE FACILITIES)
15. THE OPEN SPACE REQUIREMENTS CANNOT BE MET, AN EXCEPTION TO THE RULE CANS BE APPLIED WITH ADDITIONAL MITIGATION MEASURES TO PROTECT PUBLIC HEALTH, IN ACCORDANCE WITH UTAH ADMINISTRATIVE CODE R309-105-6(2)(f).
16. THE OPEN END OF ALL PIPELINES UNDER CONSTRUCTION SHALL BE COVERED AND EFFECTIVELY SEALED AT THE END OF THE DAY'S WORK.
17. ALL VALVES SHALL BE OPERATED. MAIN LINE VALVES THROUGHOUT CONSTRUCTION. ALL VALVES MUST BE ACCESSIBLE WITHIN 24 HOURS AFTER PAVING OR CURB AND GUTTER.
18. UNDER NO CIRCUMSTANCE SHALL THE PIPE OR ACCESSORIES BE DROPPED INTO THE TRENCH.
19. ALL WASTE MATERIAL SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS AND DISPOSE OF IN ACCORDANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS
20. PROVIDE EXTENSIONS ON VALVE STEM TOPS HAVING OVER 5 FEET BURY. REFER TO STANDARD PLAN 570.
21. INSTALL AIR AND VACUUM VALVES PER STANDARD PLANS 574 AND 575 AT HIGH POINTS (8" DIAMETER PIPE OR LARGER) AS DEEMED NECESSARY BY THE DESIGN ENGINEER AND CITY.
22. ALL BLOCKING IS REQUIRED ON ALL WATER MAIN AND FIRE LINES REFER TO STANDARD PLANS 561 AND 562
23. REMOVE AND CORRECT DEFECTIVE WORK WITHIN 24 HOURS FOLLOWING WRITTEN NOTIFICATION BY THE CITY ENGINEER.
24. THE CONTRACT TEMPORARILY FLUSHING VALVES/BLOW-OFF PIPING ON THE END OF NEW WATER MAINS AS REQUIRED TO MEET FLUSHING REQUIREMENTS. CONSULT WITH CITY INSPECTOR TO DETERMINE ACCEPTABLE LOCATIONS AND SIZING REQUIREMENTS. MINIMUM ACCEPTABLE FLUSHING VELOCITY FOR INITIAL FLUSH IS 5 FEET PER SECOND. DO NOT PERFORM INITIAL FLUSH THROUGH FIRE HYDRANTS
25. ALL WORK WITHIN THE PARK CITY FIRE SERVICE DISTRICT SHALL BE COORDINATED WITH THE PARK CITY FIRE MARSHALL. ALL FIRE HYDRANT TO BE SEALED FOR CONSTRUCTION FROM TO INITIAL FLUSHING. CONTRACTOR TO BE RESPONSIBLE FOR REINSTALLATION OF COMPONENTS AND RESPONSIBLE FOR ANY DAMAGES.

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	02/2024	500.2
	REV. 3	GENERAL WATER NOTES

27. ALL TYPES OF INSTALLED PIPE SHALL BE PRESSURE TESTED AND LEAKAGE TESTED IN ACCORDANCE WITH AWWA STANDARD C600-10
28. ALL NEW WATER MAINS OR APPURTENANCES SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA STANDARD C651-05 AND BACTERIOLOGICALLY TESTED IN ACCORDANCE WITH AWWA C651-05 AND DETAILED PROCEDURES FOR THE ADEQUATE FLUSHING, DISINFECTION AND MICROBIOLOGICAL TESTING OF ALL WATER MAINS. ON ALL NEW AND EXTENSIVE DISTRIBUTION SYSTEM CONSTRUCTION, EVIDENCE OF SATISFACTORY DISINFECTION SHALL BE PROVIDED TO THE CITY INSPECTOR. SAMPLES FOR COLIFORM ANALYSES SHALL BE COLLECTED AFTER DISINFECTION IS COMPLETE AND THE SYSTEM IS REFILLED WITH WATER FROM THE NEW MAINS. SAMPLES SHALL BE COLLECTED FROM EVERY 1,200 FEET OF NEW MAIN. PUBLIC DRINKING WATER PURPOSES SHALL NOT COMMENCE UNTIL THE BACTERIOLOGICAL TESTS INDICATE THE WATER IS FREE FROM CONTAMINATION.
29. SHOW ALL TEMPORARY AND PERMANENT BLOW-OFFS SHALL BE SUBMITTED TO THE CITY INSPECTOR A MINIMUM OF 3 WORKING DAYS PRIOR TO COMMENCEMENT OF ACTIVITY. CONTRACTOR SHALL NOT OPERATE EXISTING WATER VALVES.
30. BACKFLOW PREVENTION DEVICES MAY BE REQUIRED. IF REQUIRED, THE CITY MAY NOT SET A WATER METER UNTIL AN APPROVED AND TESTED BACKFLOW DEVICE IS INSTALLED AND INSPECTED.
31. ALL WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM COVER OF 48 INCHES. WHERE 48 INCHES IS NOT FUNCTIONING PROPERLY, A VISUAL CHECK OF AIR DAPS IS SUFFICIENT, BUT MECHANICAL BACKFLOW PREVENTERS HAVE TO BE TESTED BY A STATE CERTIFIED BACKFLOW SPECIALIST, WITH PROPER CERTIFICATION. A LIST OF CERTIFIED BACKFLOW SPECIALIST IS AVAILABLE EITHER CALL OR REFER TO THE STATE OF UTAH WEBSITE PAGE OF BACKFLOW TESTERS. (HTTP://WWW.DRINKINGWATER.UTAH.GOV/DOCUMENTS/COMPLIANCE/BACKFLOW_TECHNICIANS_COMMERCIAL_AVAIL.PDF
32. FIRE SPRINKLER SYSTEM BOOSTER PUMPS: FIRE SPRINKLER SYSTEM PUMPS, INTEGRAL TO THE FIRE SPRINKLER SYSTEM, SHALL BE INSTALLED ON THE BUILDING SIDE OF THE WATER METER VAULT, CONNECTED OUTSIDE THE INTENT OF UTAH DOW REGULATION R309-550-11(3) AND DO NOT REQUIRE APPROVAL OF THE DOW IF THEIR INSTALLATION CONFORMS TO UTAH ADOPTED PLUMBING CODE AS DOW DEFERS TO THE LOCAL PLUMBING CODE FOR THESE PUMPS. FIRE SPRINKLER BOOSTER PUMPS SHALL BE INSTALLED ON THE BUILDING SIDE OF THE WATER METER VAULT, OUTSIDE THE VAULT, AND SHALL BE APPROVED BY THE CITY ENGINEER, FIRE MARSHAL, AND BUILDING DEPARTMENT.

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	02/2024	500.3
	REV. 3	GENERAL WATER NOTES



NOTES:
1. REFER TO STD. PLAN 511-S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	10/2024	511
	REV. 1	FIRE HYDRANT

LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
1	FIRE HYDRANT, DRY BARREL, AWWA C502	MUELLER	SUPER CENTURION 250 3-WAY A-423, 5-1/4 PUMPER NOZZLE, NATIONAL STD. OPERATING NUT (OPENS LEFT) OR EQUAL IF UNAVAILABLE
2	BURIED VALVE AND VALVE BOX (STD. PLAN 570), 8" GATE VALVE, NRS, FLG X MJ, 2" SQ. OPERATING NUT, AWWA C509	MUELLER	SERIES 2360, SST BONNET BOLTS OR EQUAL
3	8" DUCTILE IRON FLANGE TEE (OR TAPPING SEE DETAIL 540), AWWA C110	EBBA IRON	MEGALUG SERIES 1100, STD T-BOLTS AND NUTS
4	HYDRANT SERVICE LINE, 8" DIAMETER C900 PVC, DR14, RESTRAINED JOINTS (STD PLAN 540)		
5	MECHANICAL JOINT RESTRAINT OR SST TIE ROD	EBBA IRON	MEGALUG SERIES 1100, STD T-BOLTS AND NUTS
6	HYDRANT MARKER, HEAVY DUTY FIBERGLASS WITH RED FLAG, TOP MOUNT, 5' LENGTH (STD.), TRACER WIRE	POLLARD	REFLECTIVE HYDRANT MARKER MODEL FINISH (STD.) AND PHOTO (ABOVE 7300) WITH FLAG MODEL 7891001, OR APPROVED EQUAL
7	POLYETHYLENE ENCASEMENT, 8 MIL C-WRAP, 4 MIL LLDPE ENCASEMENT FILM, AWWA C105 & AWWA C700E METHOD A & C	US PIPE	AWWA C105E METHOD A (4 MIL) AT PIPE AND AWWA C105E METHOD C (10 MIL) AT BOLT-TYPE JOINTS, FITTINGS AND VALVES

DETAIL NOTES

1. LOCATE HYDRANT AS SHOWN ON THE APPROVED PLANS
2. SET HYDRANT PLUMB WITH PUMPER NOZZLE FACING STREET
3. ADJUST TO GRADE WITH MAXIMUM OF ONE (1) HYDRANT BARREL EXTENSION (AWWA C502)
4. ALL BURIED VALVES SHALL BE SET PLUMB WITH VALVE BOX CENTERED OVER OPERATING NUT
5. BOLTS FOR HYDRANT RISERS: 304 STAINLESS STEEL BOLTS ARE ACCEPTABLE FOR APPROVED GRADE FLANGES.
6. RECOAT DAMAGED OR MARRED HYDRANT COATING AFTER INSTALLATION (UV RESISTANT, HIGH CLOSS, POLYURETHANE ENAMEL COATING, FIRE HYDRANT RED)
7. REFER TO MANUFACTURER'S RECOMMENDATIONS FOR FLUSHING, HYDROSTATIC TESTING, AND DISINFECTING REQUIREMENTS
8. APPLY WAX TAPE COATING SYSTEM TO VALVE BONNET BOLTS AND ALL OTHER BURIED BOLTS, NUTS, AND APPURTENANCES IN ACCORDANCE WITH AWWA C217
9. CATHODICALLY PROTECT PIPE AND ON FITTINGS, WHEN EXISTING SOIL CONDITIONS REQUIRE PER SOILS ANALYSIS (STD. PLAN 534)
10. HYDRANT DRAIN WILL NOT BE CONNECTED TO, OR LOCATED WITHIN, 10 FEET OF SANITARY SEWERS. WHERE POSSIBLE, HYDRANT DRAINS SHALL NOT BE LOCATED WITHIN 10 FEET OF STORM DRAINS

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	03/2024	511 S
	REV. 3	FIRE HYDRANT

GENERAL REQUIREMENTS - WATER METER, METER VAULT, AND SERVICE LINE

REFER TO SPECIFICATIONS AND STANDARD PLANS FOR DETAILED WATER METER, METER VAULT, AND SERVICE LINE REQUIREMENTS

WATER METER & METER VAULT:

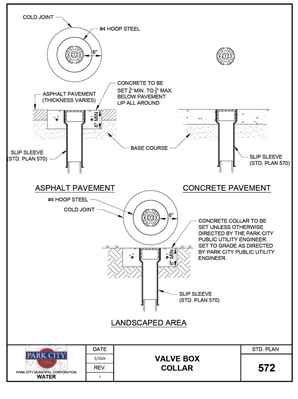
1. UNLESS METER INCLUDING METER TRANSCEIVER UNIT (MXU) DEVICE WILL BE PROVIDED BY THE CITY. ALL OTHER COMPONENTS SHALL BE PROVIDED AND INSTALLED BY THE DEVELOPER/OWNER. PROVIDE 2 WEEKS ADVANCE NOTICE TO THE WATER DEPARTMENT FOR METER SET REQUESTS EXCEEDING FIVE METERS OR METER SIZES GREATER THAN 2 INCHES. APPROPRIATE METER INSTALLATION AND PAYMENT OF FEES APPLY BEFORE THE CITY WILL SET A METER.
2. A WATER METER WILL NOT BE SET UNTIL THE METER VAULT AND SERVICE LINE INSTALLATION OF ANY DETAIL 540), AWWA C110 METER VAULT MAIN TAP, SEE STANDARD DETAIL 534 FOR SIZING REQUIREMENTS. A 2" MINIMUM METER SERVICE SIZE IS REQUIRED FROM THE MAIN LINE TAPPING TEE TO THE METER VAULT (SEE STD. PLAN 540). UNLESS OTHERWISE APPROVAL, THE METER AND VAULT WILL REQUIRE A FLOMATRIX AND DEMAND ANALYSIS BY THE DEVELOPER / BUILDER AND A SITE SPECIFIC DESIGN.
3. INSTALLATION OF A WATER METER SETTER AND LINE SIZE PER A 2" METER AND SETTER WILL REQUIRE CITY ENGINEER APPROVAL. THE SERVICE LINE REQUEST WILL REQUIRE SUBMITTAL OF A FLOWRATE AND DEMAND ANALYSIS BY THE DEVELOPER / BUILDER.
4. USE OF METER SIZES LARGER THAN 2-INCH DIAMETER SHALL MEET WATER MAIN REQUIREMENTS. BE USED ONLY FOR COMMERCIAL OR MULTI-UNIT BUILDINGS SUBJECT TO THE FOLLOWING CONDITIONS:
   a. UNINTERRUPTED WATER SERVICE IS REQUIRED TO MEET FIRE FLOW REQUIREMENTS.
   b. THE METER SHALL BE LOCATED IN A SEPARATE MECHANICAL ROOM.
   c. THE METER SHALL BE ASSOCIATED WITH A FIRE SPRINKLER SYSTEM (FIRE STACK) PLUMBING.
   d. THE DEVELOPER REQUIRES A SITE SPECIFIC DESIGN APPROVED BY THE FIRE MARSHAL, THE PARK CITY BUILDING DEPARTMENT, CITY ENGINEER, PUBLIC UTILITIES DEPARTMENT, AND THE PUBLIC UTILITIES WATER RESOURCE MANAGER. LAYOUT SHALL BE CONSISTENT WITH WATER STANDARD PLANS 520, 524, AND 525.
   e. A RECORDED RADIOREAD METER TRANSCEIVER UNIT (MXU) DEVICE SHALL BE INSTALLED AT A LOCATION ON THE OUTSIDE WALL OF THE METER VAULT. NO BUSHES, SHRUBS, OR PLANTS SHALL BE WITHIN 2 FEET OF THE METER LID AND NO TREES SHALL BE PLANTED SUCH THAT THE DRIP LINE AT MATURITY WILL BE WITHIN 5 FEET OF THE METER LID.
5. LOCATE METER VAULT, WHENEVER POSSIBLE, IN LANDSCAPE AREAS. PLACEMENT WITHIN A PAVED SURFACE (DRIVE, SIDEWALK, OR PARKING AREA) REQUIRES WRITTEN APPROVAL PRIOR TO INSTALLATION OF THE SERVICE LINE OR WATER MAIN TAP. THE METER VAULT SHALL BE PLACED AT THE PUBLIC/PRIVATE PROPERTY LINE, WITHIN THE PUBLIC RIGHT-OF-WAY OR WITHIN A PUBLIC UTILITY EASEMENT AND A MINIMUM DISTANCE OF FIVE FEET BEHIND THE CURB, GUTTER OR SIDEWALK AS APPLICABLE.
6. SET METER VAULT LID FLUSH WITH THE FINAL LANDSCAPE OR PAVEMENT GRADE. IF GROUND IS NOT TO FINAL GRADE AT THE TIME OF THE METER INSTALLATION OR INSPECTION, ADJUST METER VAULT WHEN FINAL GRADE IS ESTABLISHED AND ADJUST THE METER SETTER TO MEET REQUIRED METER DEPTH REQUIREMENTS. REFERENCE STANDARD PLANS 552 AND 553 FOR METER VAULT GROUNDING REQUIREMENTS.
7. IN MOST CASES THE METER TRANSCEIVER UNIT (MXU) DEVICE WILL MOUNT THROUGH THE METER VAULT LID. IF METER LOCATION DOES NOT PERMIT A CLEAR RELIABLE MXU DEVICE RADIO SIGNAL TO CITY FACILITIES, A REMOTE MXU DEVICE WILL BE REQUIRED. THE REMOTE MXU DEVICE WILL BE INSTALLED IN THE OUTSIDE WALL OF THE BUILDING FACING A PUBLIC STREET. IN MOST CASES THE REMOTE MXU DEVICE WILL BE INSTALLED ON THE OUTSIDE OF THE BUILDING FACING A PUBLIC STREET. PROVIDE CONDUIT AND SIGNAL WIRE FROM METER VAULT TO REMOTE MXU DEVICE LOCATION. REFER TO STANDARD PLANS FOR APPROVED MXU DEVICE PRODUCTS. A SIGNAL PROPAGATION STUDY AND INSTALLATION OF A NEW INTEGRATOR STATION AT THE DEVELOPER'S EXPENSE MAY BE REQUIRED.
8. IF REPLACING METER VAULT, PROTECT EXISTING METER AND MXU DEVICE, TAG OR LEAVE IN VAULT. CONTACT PARK CITY WATER DEPARTMENT PRIOR TO REMOVING OR REPLACING METER.
9. METER VAULT SHALL BE LOCATED WITHIN 10 FEET OF THE MAIN LINE TAP.
10. A WATER METER WILL NOT BE SET IN THE METER VAULT, THE METER VAULT AND SERVICE LINE ARE IN COMPLIANCE WITH THE MOST CURRENT VERSION OF THE ENGINEERING STANDARDS, STANDARD SPECIFICATIONS, AND STANDARD DETAILS AND THE FINAL INSPECTION HAS BEEN PERFORMED AND APPROVED BY THE CITY INSPECTOR.
11. ALL STANDARD BRASS PIPE, FITTINGS, AND VALVES SHALL MEET LOW LEAD COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH ANSI/NSF 372.
12. PROVIDE COMPRESSION STYLE FITTINGS AND VALVES. FLARED STYLE CONNECTIONS ARE NOT ALLOWED.

SERVICE LINE:

13. ROUTE SERVICE LINES AT A 90 DEGREE ANGLE TO THE FRONT PROPERTY/R-O-W/EASEMENT LINE FROM THE WATER MAIN. AVOID ROUTING SERVICE LINES UNDER DRIVEWAYS.
14. INSTALL SERVICE LINES PERPENDICULAR TO ROADWAYS AT UTILITY CROSSINGS.
15. DUCTILE IRON WATER MAIN TAPPING SLEEVES AND VALVES, TAP AND BALL MAIN LINE FITTINGS, VALVES, PIPE JOINTS, AND OTHER SERVICE TAPS.
16. COPPER SERVICE LINE, BRASS OR BRONZE FITTINGS, COUPLERS, OR CONNECTIONS, ARE PERMITTED FROM THE METER VAULT TO THE BUILDING.
17. PROVIDE COMPRESSION STYLE VALVES FITTINGS. FLARED STYLE CONNECTIONS ARE NOT ALLOWED
18. PROVIDE A MINIMUM OF 36 INCHES OF COVER OVER SERVICE LINES, UNLESS APPROVED BY THE CITY PRIOR TO BACKFILLING.
19. TAPPING NEW CONSTRUCTION WATER MAIN: NOTIFY AND SECURE INSPECTION OF INSTALLATION BY CITY ENGINEERING AND PUBLIC UTILITIES. NO POWER, WINDOW, COMMUNICATION, CABLING, ECT WITHIN METER VAULT CLEARANCE AREA.
20. TAPPING EXISTING WATER MAIN: NOTIFY AND SECURE INSPECTION OF INSTALLATION BY WATER DEPARTMENT PERSONNEL. REFER TO TAPPING WATER MAIN, PROVIDE TAPPING TOOLPOW TO CITY INSPECTOR.
21. SERVICES LINES LARGER THAN 2-INCH DIAMETER SHALL MEET WATER MAIN REQUIREMENTS.
22. ALL BRASS AND BRONZE PIPE, FITTINGS, AND VALVES SHALL MEET LOW LEAD COMPLIANCE REQUIREMENTS IN ACCORDANCE WITH ANSI/NSF 372.
23. ALL SERVICE LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH AWWA STANDARD C600-05. THE SPECIAL REQUIREMENTS OF PARK CITY DESIGN STANDARDS, CONSTRUCTION SPECIFICATIONS, AND STANDARD DETAILS, AND THE *PARK CITY WATER SYSTEM IMPROVEMENTS, POTABLE AND ALL UTILITIES* TO ELIMINATE POTENTIAL CONFLICTS. NOTIFY CITY INSPECTOR SHALL BE SUBMITTED TO THE CITY INSPECTOR A MINIMUM OF 3 WORKING DAYS PRIOR TO COMMENCEMENT OF ACTIVITY. CONTRACTOR SHALL NOT OPERATE EXISTING WATER VALVES.
24. TRACER WIRE IS REQUIRED FROM METER MAIN TO METER VAULT.
25. ALL BURIED FITTINGS SHALL BE WRAPED TAPED (CORPORATION STOPS, SADDLES, ECT.)
26. NO IRRIGATION CONNECTIONS ARE ALLOWED WITH METER VAULTS.

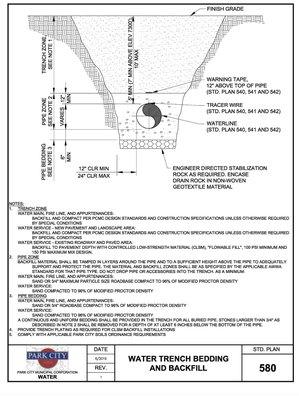
PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	03/2024	520.1
	REV. 2	GENERAL REQUIREMENTS WATER METER, METER VAULT AND SERVICE LINE

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	03/2024	520.2
	REV. 2	GENERAL REQUIREMENTS WATER METER, METER VAULT AND SERVICE LINE



NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 524 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	05/2014	524
	REV. 1	1-1/2" AND 2" SINGLE METER OUTSIDE SETTING



NOTES:
1. REFER TO STD. PLAN 520 FOR GENERAL REQUIREMENTS - METER, METER VAULT, AND SERVICE LINE.
2. REFER TO STD. PLAN 525 S FOR LEGEND ITEMS, APPROVED PARTS LIST, AND DETAIL NOTES.

PARK CITY MUNICIPAL CORPORATION	DATE	STD. PLAN
WATER	05/2014	525
	REV. 0	1-1/2" DUAL METERS OUTSIDE SETTING

LEGEND AND APPROVED PARTS LIST

ITEM	DESCRIPTION	ACCEPTABLE MANUFACTURER	MODELS
1	5' DIA. MANHOLE, PRECAST CONCRETE ECCENTRIC CONE, AND WALL SECTIONS		ASTM C 478
2	METER VAULT FRAME AND COVER (STD. PLAN 529)		
3	POLYPROPYLENE ENCASED GRADE 60 STEEL STEPS AT 12" C.C. 13-1/2" TREAD WIDTH	M.A. IN

Height Narrative

BUILDING HEIGHT. The Building Height requirements of the Zoning District in which a Master Planned Development is located shall apply, except that the Planning Commission may consider an increase in Building Height based upon a Site specific analysis. Height exceptions will not be granted for Master Planned Developments within the HR-1, HR-2, HRC, and HCB Zoning Districts. The Applicant must request a Site-specific determination and shall bear the burden of proof to the Planning Commission that the necessary findings for an increase in Building Height can be made, according to Subsections (1) through (5) below. In order to grant Building Height in addition to that which is allowed in the underlying Zoning District, the Planning Commission must find that:

1. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation, unless the increased square footage or Building volume is from the Transfer of Development Credits; No increase in building square footage is being proposed for this project. The project is proposing to build an on-grade restaurant on top of an existing fill site.
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 as determined by the Site specific analysis; There is only one adjacent lot to the west that is higher in elevation. To the south of the property is Twisted Branch Road. To the east of the property is Bandana Ski run. To the north of the property is Deer Valley Ski resort property. The only adjacent property that could be developed is to the west.
3. There is adequate Landscaping and buffering from adjacent Properties and Uses; There is 162' of potential landscaping area to the property to the west and 184' of potential landscaping area to the property to the east.
4. Increased Setbacks and separations from adjacent projects are proposed; The building is proposed to be in the southern center portion of the property being 162' away from the western property line and 184' away from the eastern property line.
5. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible; Correct, the building is positioned in the southern most portion of the property close to Twisted Branch Road. The northern portion of the property is proposed to be open space.
6. The additional Building Height is designed in a manner that provides a transition in roof elements in compliance with Chapter 15-5, Architectural Review, or the Design Guidelines for Park City's Historic Districts and Historic Sites if the Building is located within the Historic District. If and when the Planning Commission grants additional Building Height based on a Site specific analysis, the approved additional Building Height shall only apply to the specific plans reviewed and approved by the Planning Commission. Additional Building Height shall be specified as a Finding of Fact in the Master Planned Development Approval, in the Development Agreement, and on each plat within the Master Planned Development that includes a Building with an additional Height allowance. Correct, the roof elements will conform to Park City standards as necessary.

Planning Commission
Staff Report

Subject: **7 and 11 Red Cloud Trail**
Application: **PL-24-06354**
Author: **Virgil Lund, Planner II**
Date: **April 23, 2025**
Type of Item: **Plat Amendment**

Recommendation

(I) Review the proposed Red Cloud Subdivision Second Amended Plat to combine Lots 1 and 2 and establish a maximum Gross Residential Floor Area of 16,000 square feet and a maximum Building Envelope of 18,000 square feet, (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:	11 Red Cloud Trail Realty, LLC Applicant Representative: Alliance Engineering
Location:	7 and 11 Red Cloud Trail
Zoning District:	Estate, Recreation and Open Space, Sensitive Land Overlay
Adjacent Land Uses:	Open Space
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

LMC	Land Management Code
MPD	Master Planned Development
ROS	Recreation and Open Space
SFD	Single-Family Dwelling

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

Summary

Lot 1 of the Red Cloud Subdivision is 1.45 acres and Lot 2 of the Red Cloud Subdivision is 1.22 acres. Lot 1 has a Building Envelope of 9,660 square feet and Lot 2 has a Building Envelope of 9,749 square feet. Lots 1 and 2 each have a maximum Gross Residential Floor Area of 10,000 square feet.

[1] LMC § 15-7.1-2

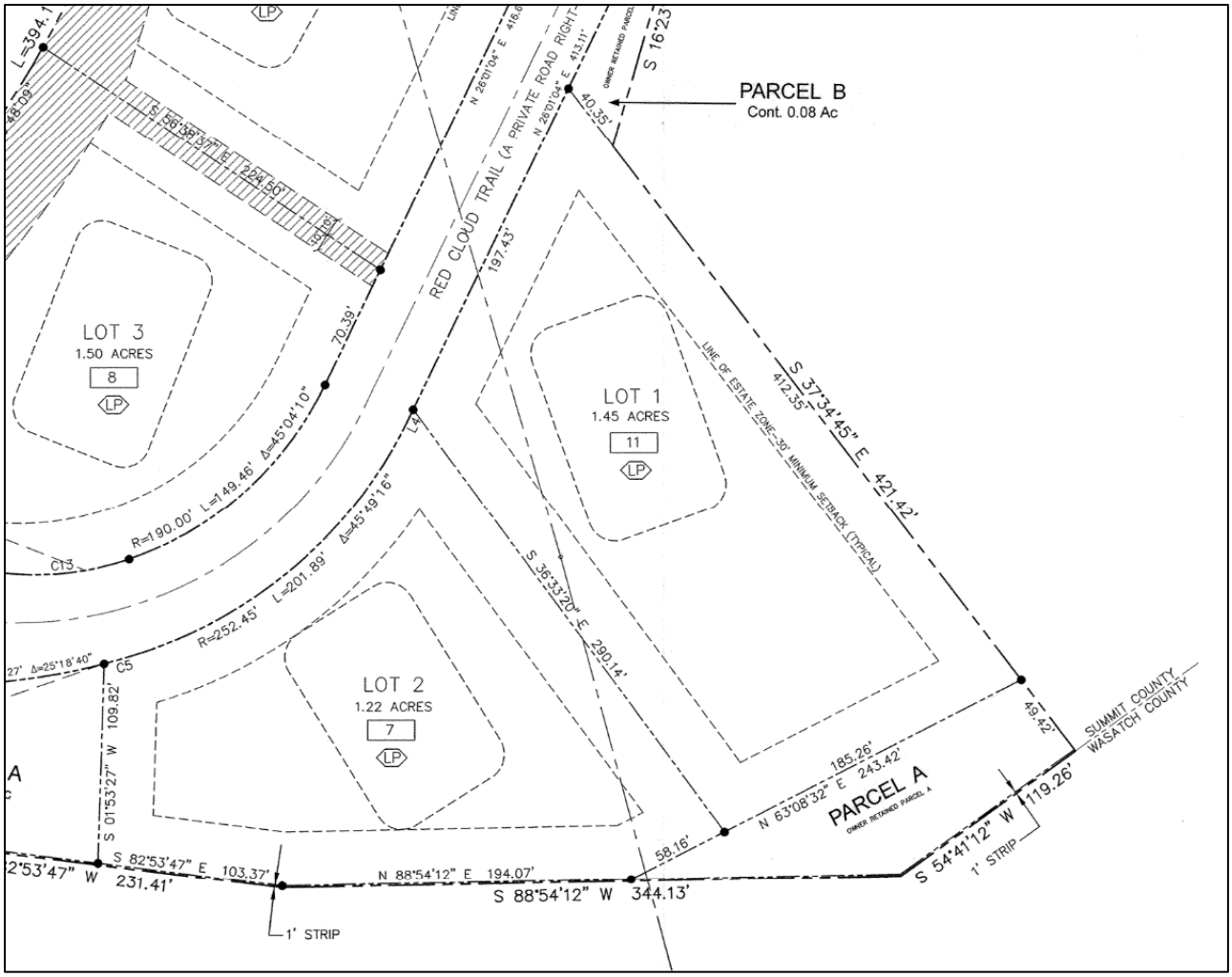


Figure 1: Existing Lots 1 and 2 (First Amended Red Cloud Plat)

The Applicant proposes combining Lots 1 and 2 of the Red Cloud Subdivision and establishing a maximum Gross Residential Floor Area of 16,000 square feet and a maximum Building Envelope of 18,000 square feet for the combined Lot.

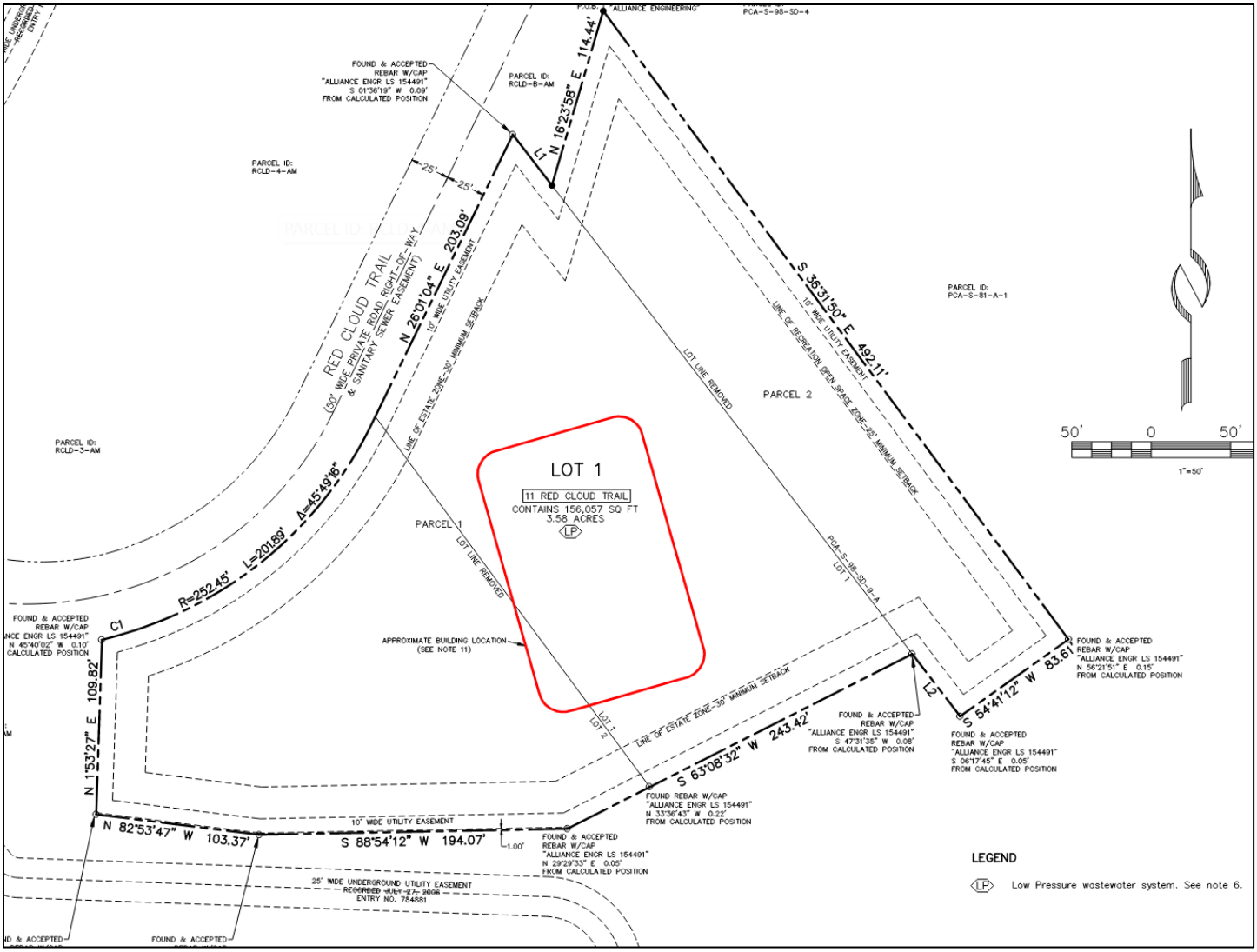


Figure 2: Proposed Lot with Building Envelope Highlighted in Red

Background

On June 24, 1999, the City Council adopted Ordinance 99-30 approving the annexation and Development Agreement for the 1,655-acre Flagstaff Mountain area. The Development Agreement defined the Red Cloud Subdivision as Pod D, approved for a maximum of 38 detached Single-Family Dwellings (SFDs). The Development Agreement stipulated that if all property owners did not sign off on the Development Agreement, the maximum number of SFDs would be reduced to 30.

All property owners did not sign off on the Development Agreement and on August 11, 2004, the Planning Commission approved the Master Planned Development (MPD) for 30 SFDs for Pod D (Red Cloud).

On November 11, 2004, the City Council adopted Ordinance 04-56 approving the Red

Cloud Subdivision for 30 detached SFDs (Exhibit C).

On May 4, 2006, the City Council adopted Ordinance 06-23 approving an amendment to Lots 1, 2, 3, and 4 of the Red Cloud Subdivision. This amendment adjusted the location of the private road, Red Cloud Trail, and adjusted the layouts and locations of Lots 1 through 4 (Exhibit D).

On August 18, 2021, the Building Department issued permit #21-974 for the construction of a SFD on Lot 1 (11 Red Cloud Trail) of the Red Cloud Subdivision.

On April 12, 2022, the Building Department issued permit #22-255 for the construction of a SFD on Lot 2 (7 Red Cloud Trail) of the Red Cloud Subdivision.

While both SFDs were under construction, the Applicant purchased Lots 1 and 2. On October 31, 2024, the Building Department issued building permits for the demolition of the existing foundations at Lots 1 and 2 (permit #24-2607 and #24-2606).

Figure 3: Lots 1 and 2 with Foundations Shown Prior to Demolition, Looking Southwest

Figure 4: Lots 1 and 2 Prior to Demolition, Looking South

Analysis

(I) The proposed Plat Amendment complies with the Estate and Recreation and Open Space (ROS) Zoning District Requirements in LMC Chapters 15-2.10 and 15-2.7.

The purpose of the Recreation and Open Space (ROS) District is to:

1. Establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
2. Permit recreational Uses and preserve recreational Open Space land,
3. Encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and
4. Preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.
5. Encourage sustainability, conservation, and renewable energy.[2]

The proposed Plat Amendment preserves the ROS-Zoned parcel on the combined Lot and requires all future Uses of that parcel comply with the ROS requirements.

[2] LMC § 15-2.7-1

The image below shows the portion of the proposed Lot that is in the ROS Zoning District:

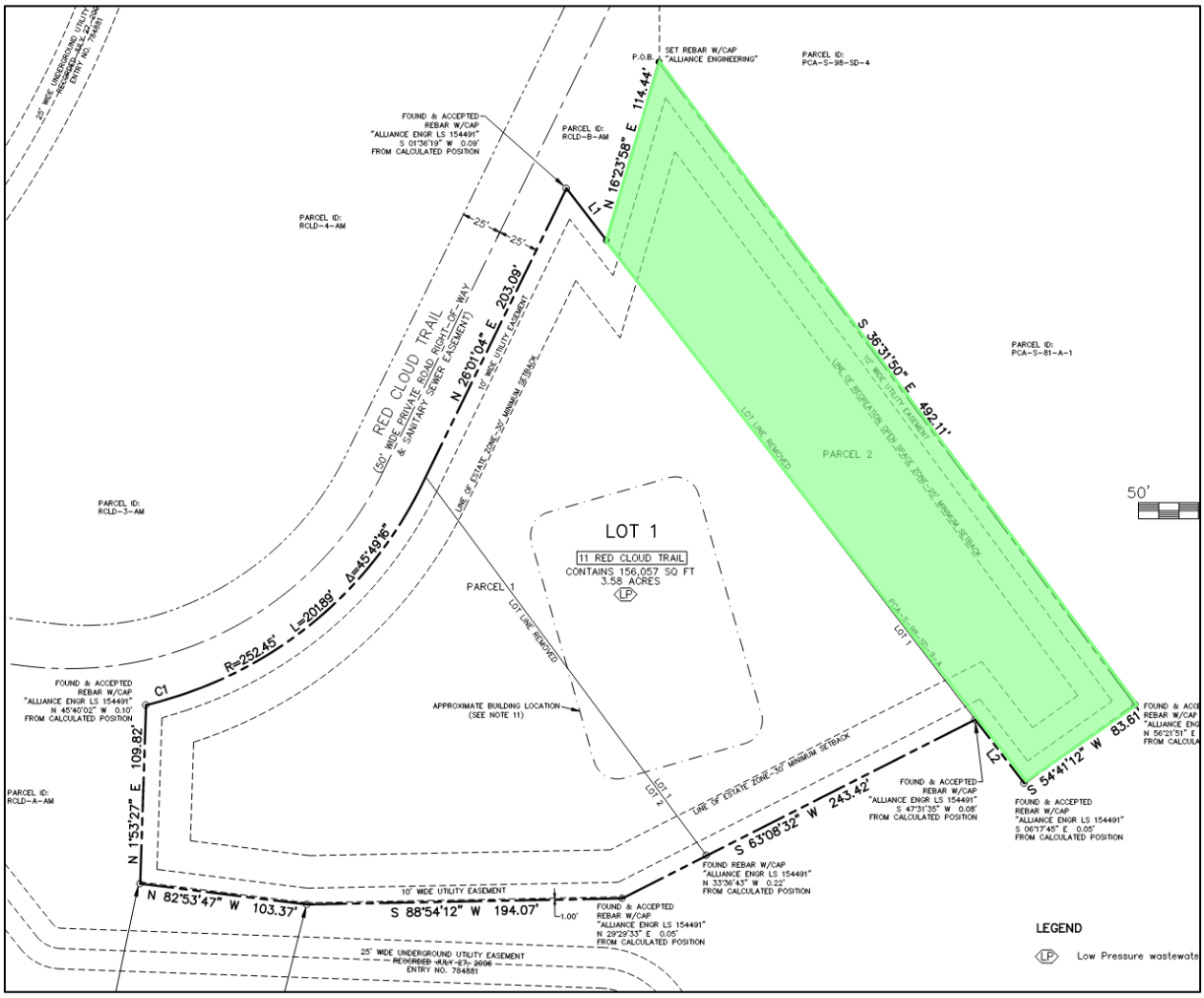


Figure 5: ROS Zoned Portion of Proposed Lot 1, Shown in Green

Staff recommends the following Condition of Approval:

> *Parcel 2 indicated on Lot 1 is zoned Recreation and Open Space. All construction activity on Parcel 2 must comply with the Recreation and Open Space Zoning District requirements.*

Setbacks

The ROS Zoning District has the following Setbacks:[3] All Structures must be no less than 25 feet from the boundary line of the Lot, district or public Right-of-Way.

The Estate Zoning District requires the following Setbacks:[4] The minimum Front, Side

[3] LMC § 15-2.7-3
[4] LMC § 15-2.10-3(C)

and Rear Setback for all Structures is 30 feet.

The proposed Building Envelope is located outside all required Setbacks. See Figure 2 above.

Lot Size and Density
The minimum Lot size for all Uses in the Estate Zoning District is three acres.[5]

Complies - The Applicant proposes a Lot that is 3.58 acres.

Lot Width
The minimum Lot width in the Estate Zoning District is 100 feet.[6]

Complies – The Applicant proposes a Lot that is approximately 500 feet wide.

Vegetation Protection
The proposed Plat Amendment will not affect or impact any Significant Vegetation on the Lot. The proposed Building Envelope does not contain any Significant Vegetation. Staff recommends the following Condition of Approval:

> *The Applicant is responsible for re-vegetating all areas previously disturbed by the demolition of the Single-Family Dwelling foundations on the Lots. All new vegetation must comply with LMC § 15-5-5(N).*

(II) The proposed Plat Amendment complies with Ordinance 04-56 and the Red Cloud MPD.

The Red Cloud MPD approved 30 detached SFDs. The Applicant's proposed Plat Amendment reduces the number of SFDs in the Red Cloud Subdivision to 29.

Ordinance 04-56 outlines the general process and requirements for combining Lots in the Red Cloud Subdivision:

"Lot combinations are subject to Design Review Board approval. Adjoining Lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If Lots are combined, the Design Review Board will designate a new approximate Building location."

On October 28, 2024, the Empire Pass Design Review Board approved the proposed Plat Amendment and location of the Building Envelope on proposed Lot 1 (Exhibit E). The Estate Zoning District does not have a process outlined for establishing a maximum house size for combined Lots.

Staff recommends the Planning Commission determine if a maximum Gross Residential Floor Area of 16,000 square feet and a maximum Building Envelope of 18,000 square feet is appropriate for the proposed 3.58-acre Lot.

[5] LMC § 15-2.10-3(A)
[6] LMC § 15-2.10-3(B)

The table below outlines the sizes of the existing Lots in the Red Cloud Subdivision and the size of the Building Envelopes for each Lot. Each Lot in the Red Cloud Subdivision has a maximum Gross Residential Floor Area of 10,000 square feet. The average Lot size in the Red Cloud Subdivision is 1.43 acres. The Applicant proposes a Building Envelope that occupies 12% of the proposed Lot size.

Proposed Lot:				
Lot Size	Lot Size in SF	Building Envelope	B.E. % of Lot	Max Floor Area
3.58	155,945	18,000	12%	16,000

Lot Number	Lot Size	Lot Size in SF	Building Envelope (in Square Feet)	Building Envelope % of Lot	Max Floor Area
1	1.45	63,162	9,660	15%	10,000
2	1.22	53,143	9,749	18%	10,000
3	1.50	65,340	9,757	15%	10,000
4	2.72	118,483	9,743	8%	10,000
5	1.01	43,996	9,605	22%	10,000
6	1.73	75,359	9,593	13%	10,000
7	1.7	74,052	9,336	13%	10,000
8	1.46	63,598	8,787	14%	10,000
9	1.22	53,143	8,554	16%	10,000
10	1	43,560	9,271	21%	10,000
11	1.01	43,996	10,315	23%	10,000
12	1.1	47,916	10,751	22%	10,000
13	1.82	79,279	9,560	12%	10,000
14	2.01	87,556	11,927	14%	10,000
15	1.08	47,045	10,203	22%	10,000
16	1.01	43,996	8,961	20%	10,000
17	1.95	84,942	9,812	12%	10,000
18	1.13	49,223	9,521	19%	10,000
19	1.08	47,045	9,696	21%	10,000
20	2.02	87,991	9,725	11%	10,000
21	2.08	90,605	9,731	11%	10,000
22	1.32	57,499	9,479	16%	10,000
23	1.49	64,904	11,005	17%	10,000
24	1.83	79,715	9,684	12%	10,000
25	1.025	44,649	9,480	21%	10,000
26	1.1	47,916	9,712	20%	10,000
27	1.08	47,045	10,232	22%	10,000
28	1.02	44,431	10,189	23%	10,000
29	1.21	52,708	11,244	21%	10,000
30	1.44	62,726	11,145	18%	10,000

Ordinance 04-56 outlines requirements for adjustments to the Building Envelope: “any adjustment of the approximate Building location must avoid Very Steep Slopes and Ridge Line Areas.”

LMC § 15-15-1 defines Very Steep Slopes as Slopes greater than 40 percent. The proposed Building Envelope for Lot 1 is on a Slope between 15 and 30 percent.

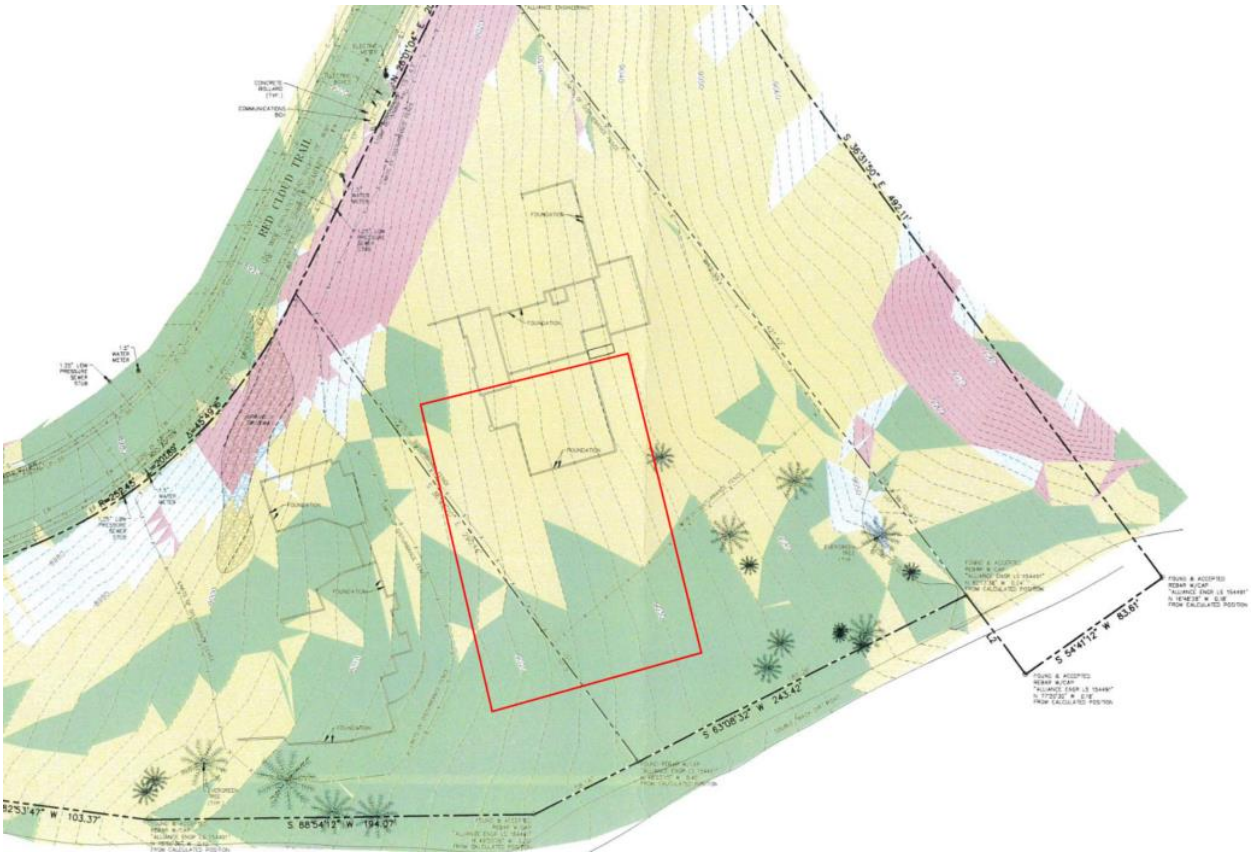


Figure 6: Approximate Location of Proposed Building Envelope in Relation to Very Steep Slopes (Shown in Red)

The map below shows the existing Lots 1 and 2 in relation to the designated ridgeline. The blue area shows a 150-foot buffer from the ridgeline area. The proposed Building Envelope is greater than 150 feet from the designated ridgeline.

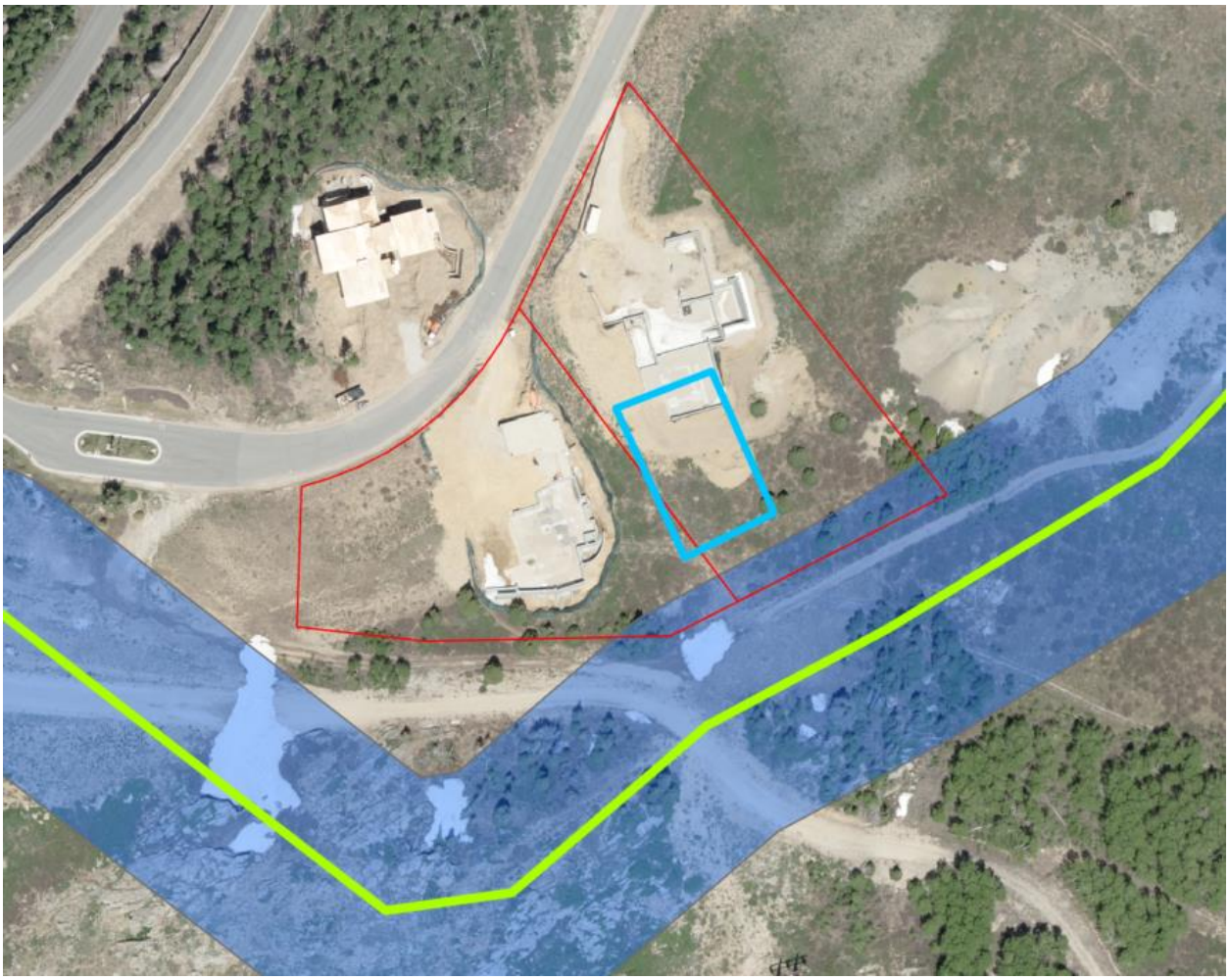


Figure 7: Existing Lots 1 and 2 in Relation to the Designated Ridgeline With Building Envelope Shown in Light-Blue (Designated Ridgeline shown as Green line, with 150-foot buffer shown in blue)

(III) The proposed Plat Amendment complies with the Sensitive Land Overlay Requirements in LMC Chapter 15-2.21.

The Lots proposed to be combined have been approved under the Red Cloud MPD and Ordinance 04-56, which considered Sensitive Land Overlay principles. The proposed Building Envelope complies with the Steep Slope and Ridgeline requirements outlined in Ordinance 04-56.

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

Changes to platted elements including Lot combinations require a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7.1-3(B) 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 the Building Envelope and maximum Gross Residential Floor Area for the combined Lot are smaller than the Building Envelope and maximum Gross Residential Floor Area for the two separate Lots created in the First Amended Red Cloud Subdivision Plat. No Public Street or Right-of-Way is vacated or amended.

Staff recommends the following Condition of Approval:

> *The Red Cloud Master Planned Development limits Single-Family Dwellings to 30. The Dwelling Unit eliminated as part of this Plat Amendment to combine two Single-Family Lots may not be transferred and is retired.*

(V) The Development Review Committee reviewed the proposal on January 21, 2025 and confirmed the proposal conforms with their requirements.[7]

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 April 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on April 9, 2025. The *Park Record* published courtesy notice on April 9, 2025.[8]

Public Input

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

Alternatives

The Planning Commission may:

- Approve the Red Cloud Subdivision 2nd Amended Lots 1 & 2 Subdivision Plat;
- Deny the Red Cloud Subdivision 2nd Amended Lots 1 & 2 Subdivision Plat and direct staff to make Findings for the denial; or
- Request additional information and continue the discussion to a date certain.

[7] 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).
[8] LMC § 15-1-21

Exhibits

A: Draft Final Action Letter

Attachment 1: Red Cloud Subdivision 2nd Amended Lots 1 & 2

B: Red Cloud MPD Final Action Letter

C: Ordinance 04-56 Approving the Red Cloud Subdivision

D: Ordinance 06-23 Approving the First Amended Red Cloud Subdivision

E: Empire Pass Design Review Board Approval Letter

Planning Department

April 23, 2025

Alliance Engineering
7 and 11 Red Cloud Trail

CC: 11 Red Cloud Realty LLC

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	7 and 11 Red Cloud Trail
Zoning District:	Estate, Recreation and Open Space, Sensitive Land Overlay
Application:	Plat Amendment
Project Number:	PL-24-06354
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 23, 2025
Project Summary:	The Applicant proposes the Red Cloud Subdivision Second Amended Plat to combine Lots 1 and 2 and establish a maximum Gross Residential Floor Area of 16,000 square feet and a maximum Building Envelope of 18,000 square feet.

Action Taken

On April 23, 2025, the Planning Commission conducted a public hearing and approved the Second Amended Red Cloud Subdivision according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes the Red Cloud Subdivision Second Amended Plat to combine Lots 1 and 2 and establish a maximum Gross Residential Floor Area of 16,000 square feet and a maximum Building Envelope of 18,000 square feet.
2. Lot 1 of the Red Cloud Subdivision is 1.45 acres and Lot 2 of the Red Cloud Subdivision is 1.22 acres. Lot 1 has a Building Envelope of 9,660 square feet and Lot 2 has a Building Envelope of 9,749 square feet. Lots 1 and 2 each have a maximum Gross Residential Floor Area of 10,000 square feet.

3. On June 24, 1999, the City Council adopted Ordinance 99-30 approving the annexation and Development Agreement for the 1,655-acre Flagstaff Mountain area. The Development Agreement defined the Red Cloud Subdivision as Pod D, approved for a maximum of 38 detached Single-Family Dwellings (SFDs).
4. The Development Agreement stipulated that if all property owners did not sign off on the Development Agreement, the amount of SFDs would be reduced to 30.
5. All property owners did not sign off on the Development Agreement and on August 11, 2004, the Planning Commission approved the Master Planned Development (MPD) for 30 SFDs for Pod D (Red Cloud).
6. On November 11, 2004, the City Council adopted Ordinance 04-56 approving the Red Cloud Subdivision for 30 detached SFDs.
7. On May 4, 2006, the City Council adopted Ordinance 06-23 approving an amendment to Lots 1, 2, 3, and 4 of the Red Cloud Subdivision. This amendment adjusted the location of the private road, Red Cloud Trail, and adjusted the layouts and locations of Lots 1 through 4.
8. On August 18, 2021, the Building Department issued permit #21-974 for the construction of a SFD on Lot 1 (11 Red Cloud Trail) of the Red Cloud Subdivision.
9. On April 12, 2022, the Building Department issued permit #22-255 for the construction of a SFD on Lot 2 (7 Red Cloud Trail) of the Red Cloud Subdivision.
10. While both SFDs were under construction, the Applicant purchased Lots 1 and 2. On October 31, 2024, the building department issued building permits for the demolition of the existing foundations at Lots 1 and 2 (permit #24-2607 and #24-2606).
11. The proposed Plat Amendment complies with the Estate and Recreation and Open Space (ROS) Zoning District Requirements in LMC Chapters 15-2.10 and 15-2.7.
    a. The purpose of the Recreation and Open Space (ROS) District is to:
        i. establish and preserve districts for land uses requiring substantial Areas of open land covered with vegetation and substantially free from Structures, Streets and Parking Lots,
        ii. permit recreational Uses and preserve recreational Open Space land,
        iii. encourage parks, golf courses, trails and other Compatible public or private recreational Uses, and

iv. preserve and enhance environmentally sensitive lands, such as wetlands, Steep Slopes, ridge lines, meadows, stream corridors, and forests.
v. encourage sustainability, conservation, and renewable energy.
1. The proposed Plat Amendment preserves the ROS-Zoned parcel on the combined Lot and requires all future Uses of that parcel comply with the ROS requirements.

b. Setbacks
i. The ROS Zoning District has the following Setbacks: All Structures must be no less than twenty-five feet (25') from the boundary line of the Lot, district or public Right-of-Way.
ii. The Estate Zoning District requires the following Setbacks The minimum Front, Side and Rear Setback for all Structures is 30 feet.
iii. The proposed Building Envelope is located outside all required Setbacks.

c. Lot Size and Density
i. The minimum Lot size for all Uses in the Estate Zoning District is three acres. The Applicant proposes a Lot that is 3.58 acres.

d. Lot Width
i. The minimum Lot width in the Estate Zoning District is 100 feet. The Applicant proposes a Lot that is approximately 500 feet wide.

e. Vegetation Protection
i. The proposed Plat Amendment will not affect or impact any Significant Vegetation on the Lot. The proposed Building Envelope does not contain any Significant Vegetation.

12. The proposed Plat Amendment complies with Ordinance 04-56 and the Red Cloud MPD.
a. The Red Cloud MPD approved 30 detached SFDs. The Applicant's proposed Plat Amendment reduces the number of SFDs in the Red Cloud Subdivision to 29.
b. Ordinance 04-56 outlines the general process and requirements for combining Lots in the Red Cloud Subdivision:
i. "Lot combinations are subject to Design Review Board approval. Adjoining Lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the

underlying zone. If Lots are combined, the Design Review Board will designate a new approximate Building location."

ii. On October 28, 2024, the Empire Pass Design Review Board approved the proposed Plat Amendment and location of the Building Envelope on proposed Lot 1. The Estate Zoning District does not have a process outlined for establishing a maximum house size for combined Lots.

c. Each Lot in the Red Cloud Subdivision has a maximum Gross Residential Floor Area of 10,000 square feet. The average Lot size in the Red Cloud Subdivision is 1.43 acres. The Applicant proposes a Building Envelope that occupies 12% of the proposed Lot size.

d. Ordinance 04-56 outlines requirements for adjustments to the Building Envelope: "any adjustment of the approximate Building location must avoid Very Steep Slopes and Ridge Line Areas." LMC § 15-15-1 defines Very Steep Slopes as Slopes greater than 40 percent. The proposed Building Envelope for Lot 1 is on a Slope between 15 and 30 percent.

e. The proposed Building Envelope is greater than 150 feet from the designated ridgeline.

13. The proposed Plat Amendment complies with the Sensitive Land Overlay Requirements.

a. The Lots proposed to be combined have been approved under the Red Cloud MPD and Ordinance 04-56, which considered Sensitive Land Overlay principles. The proposed Building Envelope complies with the Steep Slope and Ridgeline requirements outlined in Ordinance 04-56.

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

a. Changes to platted elements including Lot combinations require a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC § 15-7.1-3(B) and approval shall require a finding of Good Cause.

b. 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."

c. Staff finds Good Cause for this Plat Amendment because the Building Envelope and maximum Gross Residential Floor Area for the combined Lot are smaller than the Building Envelope and maximum Gross Residential Floor Area for the two separate Lots created in the First Amended Red Cloud Subdivision Plat. No Public Street or Right-of-Way is vacated or amended.

15. The Development Review Committee reviewed the proposal on January 21, 2025 and confirmed the proposal conforms with their requirements.
16. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on April 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on April 9, 2025.
17. The Park Record published courtesy notice on April 9, 2025.

Conclusions of Law

1. There is Good Cause for this Plat Amendment.
2. The Plat Amendment is consistent with LMC Chapters 15-2.10 Recreation and Open Space Zoning District, 15-2.7 Estate Zoning District, 15-2.21 Sensitive Land Overlay, and § 15-7.1-3(B) and § 15-7.1-6.
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 CC&Rs 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, 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.
3. All Conditions of Approval from Ordinance 04-56 and the Red Cloud Master Planned Development shall continue to apply.

4. The Red Cloud Master Planned Development limits Single-Family Dwellings to 30. The Dwelling Unit eliminated as part of this Plat Amendment to combine two Single-Family Lots may not be transferred and is retired.
5. Gross Residential Floor Area for the combined Lot shall not exceed 16,000 square feet.
6. The Building Envelope, as indicated on the Plat, shall not exceed 18,000 square feet.
7. Parcel 2 indicated on Lot 1 is zoned Recreation and Open Space. All construction activity on Parcel 2 must comply with the Recreation and Open Space Zoning District requirements.
8. The Applicant is responsible for re-vegetating all areas previously disturbed by the demolition of the Single-Family Dwelling foundations on the Lots. All new vegetation must comply with LMC § 15-5-5(N).

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

Sincerely,

Christin Van Dine
Chair Pro Tem

CC: Virgil Lund

relocate Lot 4will not change the proposed Pod boundaries but will shift it to a new location which is less visible than in the original proposal. The Staff recommended that the Planning Commission conduct a public hearing and take action to approve the MPD based on the findings of fact, conclusions of law, and conditions of approval in the staff report. The Staff requested that the Planning Commission hold open the public hearing on the preliminary and final subdivision plat and continue the public hearing to the next meeting.

Commissioner O=Hara asked about a zone change. Doug Clyde, representing the applicant, stated that changing the zone is part of changing the development agreement. He reviewed the minor change to Lot 4 and explained that the relocation will allow the developer to loosen up the lotting plan.

Chair Barth re-opened the public hearing on the MPD.

There was no comment.

Chair Barth closed the public hearing on the MPD.
Commissioner Erickson disclosed that a division of the company he works for is involved in the Tuhay project. He stated that he will continue to vote on the Red Cloud project unless it is deemed to be a conflict of interest.

MOTION: Commissioner O=Hara moved to APPROVE the MPD for Red Cloud, Pod D, based on the findings of fact, conclusions of law, and conditions of approval outlined in the staff report. Commissioner Powers seconded the motion.

VOTE: The motion passed unanimously.

Chair Barth clarified that the Planning Commission voted specifically on the MPD and that the public hearing on the subdivision plat is continued.

Findings of Fact - Red Cloud MPD

1. The Red Cloud Master Planned Development is located in the Estate-MPD and Recreational Open Space-MPD District.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development agreement/Annexation Resolution No. 99-30 on June 14, 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-use 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 DA defines the Northside Neighborhood, or Pod D, as 63 acres composed of property owned by five separate property owners: United Park City Mines, Deer Valley, Park Star Mining Company, Bransford Land Company, Stichting Beheer Mayflower Project. Pod D may contain a maximum of 38 detached single-family homes if all landowners provide written acceptance of the Development Agreement. Without acceptance by all property owners, United Park and Deer Valley may apply for a maximum of 30 detached single-family homes on lands owned by them.
5. The proposed Red Cloud Master Planned Development includes a conceptual site design for thirty (30) single family homes.
6. A Conservation and Public Ski Easement are proposed within platted lots for the Enchanted Forest.
7. 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.

8. 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. A secondary emergency access road is required with an all-weather, 20-foot-wide surface.
9. The maximum building height in the Estate District is 28 feet (33 feet with a pitched roof).
10. Section 1.4 of the Development Agreement limits development.
    - out of the meadows;
    - disturbance to a minimum of 50 feet from a ski run;
    - structures, road, and utilities to minimize visual impacts;
    - out of the AEnchanted Forest.@
11. Section 15-7.3-4(A)(6)(a) of the Park City Land Management Code generally limits cul-de-sac lengths to 650 feet unless otherwise approved by the Planning Commission. The MPD includes a cul-de-sac in excess of 650 feet. The Planning Commission reviewed the proposed road design at the meeting of July 28, 2004, and determined the proposed road to meet the intent of the subdivision regulations and results in less overall site disturbance.

Conclusions of Law - Red Cloud MPD

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.

Conditions of Approval - Red Cloud MPD

1. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Red Cloud Master Planned Development area.
2. Both 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. Utility lines and cleared ski trails shall not encroach in the Enchanted Forest.
3. The proposed over-length cul-de-sac that ends in the thirty single family lots will have a secondary emergency access from the Red Cloud road to Marsac Avenue. This emergency access shall not go through the Enchanted Forest or the City Open Space Easements. The emergency access will continue as a minimum 20-foot-wide all-weather surface road.

4. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit.
5. The subdivision plat shall include a plat note requiring water-efficient irrigation systems, limited turf and disturbance.
6. The subdivision will include ski and conservation easements over the Enchanted Forest. Public ski access only will be allowed. No construction activity, including fencing, will be permitted.
7. This approval is contingent upon City Council approval of an amendment to the Development Agreement, Exhibit A, for the boundary of Pod D prior to the review of the subdivision plat, and/or issuance of any Building Permit. The City Council has total legislative discretion to approve or deny an amendment to the Development Agreement.
8. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.

3. <u>9200 Marsac Avenue, Empire Day Lodge - Amendment to 1999 Flagstaff Development Agreement relating to access and parking</u>

Director Putt reported that in 1999 the City approved an annexation of the Flagstaff Mountain area, now known as Empire Pass, which was memorialized when the annexation plat was recorded with a Development Agreement. Section 1.5 of the Development Agreement discussed the approval and nature of a skier day lodge in Pod B-2 at the top of Empire and Daly Canyons. The 35,000 square foot structure was approved by the Planning Commission through a CUP in 2000. Limitations on use and access to that structure are addressed in Section 2.5 of the Development Agreement. The fact that this structure is open to the public without access to a public street is problematic, and the Staff believes that should be corrected as part of this amendment. Another issue addresses the

ORDINANCE NO. 04-56

AN ORDINANCE APPROVING THE RED CLOUD SUBDIVISION PLAT, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Red Cloud subdivision plat have petitioned the City Council for approval of the Red Cloud subdivision plat; 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 October 27, 2004, to receive input on the Red Cloud subdivision plat;

WHEREAS, the Planning Commission, on October 27, 2004, forwarded a positive recommendation to the City Council; and,

WHEREAS, on November 11, 2004 the City Council approved the Red Cloud subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Red Cloud subdivision plat

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

SECTION 1. APPROVAL. The Red Cloud subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Red Cloud Subdivision Plat is located in the Estate-MPD and Recreational Open Space-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 MPD and subdivision are subject to the 14 Technical Reports approved on December 12, 2002.
5. The Planning Commission approved the Red Cloud MPD on August 11, 2004, for thirty (30) single-family homes.
6. On September 9, 2004, the City Council upheld the Planning Commission's approval of the MPD after hearing an appeal by Stichting Mayflower Fonds, et al.
7. The City Council amended the Development Agreement and Zoning Map on September 23, 2004.
8. Both a Conservation Easement and Public Ski Easement are proposed within platted lots for the Enchanted Forest. Conservation easements are proposed elsewhere in Empire Pass in accordance with the Development Agreement.
9. 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.
10. 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. A secondary emergency access road is required with an all-weather 20-foot wide surface.
11. The maximum Building Height in the Estate District is 28 feet (33 feet with a pitched roof).
12. The applicant's prior dedication of the realigned SR 224 is subject to a claim resulting from ownership of the Marsac Claim. The applicant and UDOT have committed to maintaining public access and taking necessary corrective action. Accordingly, the applicant is proceeding at their own risk.

Conclusions of Law

1. There is good cause for this Final Subdivision Plat.
2. The Final Subdivision Plat is consistent with the Flagstaff Annexation and Development Agreement, the Red Cloud Master Plan Development, the Red Cloud Preliminary Plat, Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Preliminary Subdivision Plat.
4. Approval of the Final Subdivision Plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. City Engineer approval of a utility and infrastructure plan is a condition precedent to the plat recordation.
2. Both 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. Utility lines and cleared ski trails shall not encroach in the Enchanted Forest as defined on the plat.
3. The proposed over-length cul de sac that ends in the thirty single family lots will have a secondary emergency access from the Red Cloud road. This emergency access shall not go through the Enchanted Forest. The emergency access will continue as a minimum 20-foot wide all-weather surface road. This emergency

access road must be installed prior to building permit issuance for any of the single-family homes.

4. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit and for the Red Cloud Subdivision infrastructure.
5. The final subdivision plat will include plat notes as follows:

General

1. Development Approval. These criteria are in addition to the conditions imposed on the project by the projects 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 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 projects 1999 Large Scale Master Plan (LSMPD) and are subject to any future revision of those documents. All Development (LMC) is subject to the approval of both the City and the Design Review Board. Approval of any Development within this subdivision plat by the City requires prior written approval by the Design Review Board.

2. Building Height and Setbacks. All current LMC zone restrictions on building height and setbacks apply. Building setbacks are minimum Estate Zone Setbacks, 30 feet from property lines unless noted otherwise, or as restricted by ski or utility easements as shown hereon. No Additional Building Height over the zone building height limits will be granted.

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 lot, 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, as such may be amended or superseded from time to time.

2. Approximate Building Location. Approximate Building Locations within each lot are shown on the plat are subject to adjustment on an individual lot 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. Approximate Building Locations have been sited on Developable Land (LMC), and avoid Ridge Line Areas (LMC). Therefore, any adjustment of the Approximate Building Location must avoid Very Steep Slopes (LMC) and Ridge Line Areas.

3. Building Footprint and Site Disturbance. In order to encourage lower building forms, the maximum building footprint is allowed up to the total area show within the Approximate Building Location (Design Guidelines) as shown on the plat. Second story square footage cannot be more then 2/3rds of the first floor. Total Limits of Disturbance cannot extend more then 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 by individual homeowners. 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 prepare the plan.

5. Irrigated Area. Each individual lot must submit landscape plans consistent with the projects Design Guidelines and a Defensible Space Plan (Emergency Response Plan). The maximum irrigated area within the landscaped area that will be considered for any lot is 5,000 sq ft. 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 lots.

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 Design Guidelines.

House Size

1. Gross Floor Area. The maximum Gross Floor Area (LMC) of a house is 10,000 sq ft. Gross Floor Area includes all enclosed areas designed for human occupation. Unenclosed porches, balconies, patios and decks, vent shafts, 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.

2. Lot Combinations. Lot combinations are subject to Design Review Board approval. Adjoining lots can be combined, and the maximum house size increased based on the process allowed in the LMC for the underlying zone. If lots are combined the Design Review Board will designate a new Approximate Building Location.

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. The vegetative buffer between the buildings and the existing ski runs are defined by the Approximate Building Location as designated on this plat. Existing Significant Vegetation (as defined by the LMC) within the buffer to the ski runs must be maintained. 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. Easements. The numbers, locations, and widths of private ski trail easements and the Deer Valley ski trail and bridge easements as shown on the plat are approximate the location of which will be fixed by a subsequent grant of easement prior to construction on a lot.

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.

Other Specific Conditions, Restrictions and Benefits Affecting the Plat

1. Restrictive Covenants. The property and lots depicted on this plat are subject to the Master Declaration of Covenants, Conditions and Restrictions for Flagstaff, a Planned Community, recorded on June 28, 2004, as entry No.623450 in Book No.1457, Pages 747 to 832, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

2. Master Declaration. The property and lots depicted on this plat are subject to the Declaration of Covenants, Conditions and Restrictions for Red Cloud Subdivision, Park City, Utah, recorded on _____, 2004, as entry No. _____ in Book No. ____, Pages ___ to ___, in the office of the Summit County Recorder, as the same may be supplemented, modified or amended from time to time.

3. Emergency Secondary Access. The property depicted on the Plat has secondary emergency access for controlled evacuation and for access by fire and safety personnel and equipment by virtue of an grant of easement recorded _____, 2004, in Book No. _____, Pages ____, in the office of the Summit County Recorder.

4. Enchanted Forrest. The area on the plat identified as the Enchanted Forrest and the lots that incorporate such area are affected by a ski easement for public skiing and a conservation easement. No Development activity, including fencing, is permitted within the Enchanted Forrest.

5. Access Parcel. A Future Access Parcel between lots 28 and 29 has been reserved and will be held by the developer for potential future access to adjoining lands, if developed.

6. Land Area Limitation. The gross land area of this plat, as depicted, shall not exceed 49.737 acres.

7. Shared Driveway. Developer will grant, for the benefit of the owners of lots 8 and 9, a perpetual, non-exclusive shared driveway easement in the location shown on the plat, and will require that said owners share the maintenance and other expenses associated with such shared driveway.

6. The final subdivision plat will include ski and conservation easements over the Enchanted Forest. Public ski access only will be allowed. No construction activity, including fencing, is permitted within the Enchanted Forest as defined on the final plat.

7. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
8. The plat will also include the following note: "Vertical construction in Red Cloud, (except building permits for Temporary Improvements, including sales and construction trailers) is allowed only in accordance with the Planning Commission approved Construction and Development Phasing plan, or as amended by subsequent action, as follows:

- Approval of the Mountain Village Master Planned Development (MPD) application (including, but not limited to, the Alpine Club Phase 1, pulse gondola, transit hub, village ski runs, and related landscaping) and all related conditional use permits;
- Approval of the Pod D MPD and subdivision plat;
- The Alpine Club Phase 1 resort amenity package shall be substantially complete and bonded for completion, including, at a minimum, a restaurant, bar, convenience store, landscaping, ski runs/pedestrian connections, and concierge's services operated by a management company. Phase 1 of the Alpine Club will consist of a minimum of 10,000 square feet of building area;
- The first phase of Alpine Club multi-family units as approved in the Mountain Village MPD shall be substantially complete, and bonded for completion;
- A building permit shall be issued for the Mountain Village transit hub and the hub shall be bonded for completion;
- A building permit shall be issued for the pulse gondola and the gondola shall be bonded for completion; and
- A building permit shall be issued for construction of at least one multi-family building within the Mountain Village (as approved in the Mountain Village MPD) in addition to the Alpine Club multi-family units.

9. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
10. If at any time, public access or the State's acceptance of dedication of SR 224 is invalidated or withdrawn, such that public access is materially interrupted, all future development activity shall be subject to immediate stop work order and any pending and future Certificate of Occupancy and Building Permit shall be suspended until (i) a Certificate of Immediate Occupancy is obtained for public access, or (ii) alternative access acceptable to the City is provided, or (iii) the City receives public access assurances satisfactory to the City from UDOT or others. This condition shall be noted on the plat, and shall be of no force or effect and may be removed from the plat at any point in time when the applicant, on its own initiative, provides (i) alternative access solutions satisfactory to the City, or (ii) assurances from UDOT satisfactory to the City that SR 224 will remain in its existing location.

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

PASSED AND ADOPTED this 11th day of November, 2004.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Ordinance No. 06-23

AN ORDINANCE APPROVING THE AMENDMENT TO LOTS 1, 2, 3, AND 4 OF THE RED CLOUD SUBDIVISION, PARK CITY, UTAH.

WHEREAS, the owners of the property known as lots 1, 2, 3, and 4 of the Red Cloud subdivision have petitioned the City Council for approval of a plat amendment to said lots and the private road adjacent to said lots; 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 April 26, 2006, to receive input on the amendment to lots 1, 2, 3, and 4 of the Red Cloud subdivision;

WHEREAS, the Planning Commission, on April 26, 2006, forwarded a positive recommendation to the City Council; and,

WHEREAS, on May 4, 2006, the City Council approved the amendment to lots 1, 2, 3, and 4 of the Red Cloud subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the amendment to lots 1, 2, 3, and 4 of the Red Cloud subdivision.

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

SECTION 1. APPROVAL. The amendment to lots 1, 2, 3, and 4 of the Red Cloud subdivision as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Red Cloud Subdivision Plat is located in the Estate (E) zoning district as part of the Flagstaff Mountain Annexation and Master Planned Development (MPD).
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. On November 11, 2004, the City Council approved the Red Cloud subdivision for 30 single-family lots. Red Cloud was known as Pod D of the Flagstaff Mountain Annexation.

5. The City received on February 24, 2006, a completed application for a plat amendment affecting lots 1-4 and the private road adjacent to these lots. The developer, United Park City Mines Company, still retains ownership of all lands within the plat amendment.
6. The plat amendment revises the location of the private road, Red Cloud Trail, shifting it further north and away from the Wasatch County line (see Exhibit B). A one-foot protection strip is also platted along the property line with Wasatch County.
7. The four proposed lots range in size from 1.22 acres to 2.72 acres, which is similar to the previously approved lot sizes and the rest of the Red Cloud subdivision. The owner/developer retains two parcels (A and B) that are adjacent to Wasatch County.
8. Each building lot has a building pad that will be field located based on the requirements established in the Red Cloud subdivision. These lots are subject to the original plat notes of the Red Cloud subdivision.
9. The plat also designates the 30-foot setback from property lines as required within the Estate zone.
10. The proposed lot layout is in conformance with requisite Subdivision Code road requirements and designs inasmuch as access is by means a street designed to City standards; the proposed roads are designed to relate to the existing topography without need for excessive grading; and secondary access is provided.
11. The subject lots front Red Cloud Trail. No other streets in Summit County are named Red Cloud Trail, therefore confusion in street naming is not likely to occur.
12. The applicant stipulates to installing and maintaining all necessary street signs within the subdivision.
13. The applicant has stipulated to installing all necessary street lights within the subdivision.
14. Land Management Code Section 15-7-3-4(E) permits the creation of a protection strip adjacent to a proposed street in such a manner as to deny access from an adjacent property to such street. The 1-foot protection strip along the County line is proposed on the subdivision plant which restricts road access without the formal approval of both Park City and Wasatch County.
15. Staff finds the proposed plat amendment complies with the requirements of Land Management Code section15-7 Subdivisions.

Conclusions of Law

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Flagstaff Annexation and Development Agreement, the Village at Empire Pass Master Plan Development, Park City Land Management Code, the General Plan and applicable State law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval

1. All original conditions and plat notes of the Red Cloud subdivision approved November 11, 2004, continue to apply.
2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the plat recordation.
3. Both 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. The proposed over-length cul de sac that is Red Cloud Trail will have a secondary emergency access from the end of Red Cloud Trail. The emergency access will continue as a minimum 20-foot wide all-weather surface road. This emergency access road and all connections and private road construction below SR-224 must be installed prior to building permit issuance for any of the single-family homes within the subdivision.
5. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Building Permit and for the Red Cloud Subdivision infrastructure.
6. A financial security to guarantee the installation of public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer. All street improvements are privately maintained.

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

PASSED AND ADOPTED this 4th day of May, 2006.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Mayor Dana Williams

Attest:

Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington

Mark D. Harrington, City Attorney

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154481 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described hereon and subdivided said tract of land into lots, private rights-of-way, and easements to be hereafter known as AMENDMENT TO LOTS 1, 2, 3 AND 4, RED CLOUD SUBDIVISION and that the same has been correctly surveyed on the ground as shown on this plat.

_____ DATE

_____ JOHN DEMKOWICZ

BOUNDARY DESCRIPTIONS

A parcel of land comprised of Lots 1, 2, 3, 4 and a portion of the private right-of-way known as Red Cloud Trail of the Red Cloud Subdivision Record of Survey Plat, recorded January 27, 2005 as #724721 in the office of the recorder, Summit County, Utah, located in the northwest quarter of Section 33, 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 North 88°24'36" East 1056.85 feet along section line and South 338.01 feet from the northwest corner of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being the easternmost corner of Lot 7, Red Cloud Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded January 27, 2005 as #724721; and running thence North 79°12'43" East 164.38 feet; thence South 53°50'42" East 121.88 feet; thence South 22°03'19" East 98.48 feet; thence South 40°22'34" East 30.00 feet to a point on a non tangent curve to the left having a radius of 175.00 feet, of which the radius point bears South 49°22'34" East; thence southwesterly along the arc of said curve 101.46 feet through a central angle of 33°13'10"; thence South 16°23'36" West 269.36 feet; thence South 37°34'49" East 481.42 feet; thence South 24°41'12" West 116.38 feet; thence South 89°54'12" West 344.13 feet; thence North 82°53'47" West 231.48 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North 07°06'13" East; thence along the arc of said curve 147.29 feet through a central angle of 06°37'06"; thence North 13°43'21" East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North 13°43'21" East; thence northerly along the arc of said curve 167.23 feet through a central angle of 122°31'36"; thence North 46°35'15" East 192.32 feet to a point on a curve to the left having a radius of 625.00 feet, of which the radius point bears North 43°24'45" West; thence along the arc of said curve 394.13 feet through a central angle of 36°08'00"; thence North 10°27'30" East 165.34 feet to a point on a curve to the right having a radius of 215.00 feet, of which the radius point bears South 79°32'45" East; thence along the arc of said curve 13.74 feet through a central angle of 03°39'39" to the point of beginning.

Description contains 9.03 acres.

OWNER RETAINED PARCEL A

A parcel of land located in the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the easternmost corner of Lot 1, Red Cloud Subdivision, according to the official plat thereof on the end of record in the office of the recorder, Summit County, Utah, recorded January 27, 2005 as #724721; and running thence along the boundary of said Red Cloud Subdivision the following seven (7) courses: 1) South 24°41'12" West 116.38 feet; thence 2) South 89°54'12" West 344.13 feet; thence 3) North 82°53'47" West 231.48 feet to a point on a curve to the right having a radius of 1275.00 feet, of which the radius point bears North 07°06'13" East; thence 4) along the arc of said curve 147.29 feet through a central angle of 06°37'06"; thence 5) North 13°43'21" East 50.00 feet to a point on a non tangent curve to the right having a radius of 50.00 feet, of which the radius point bears North 13°43'21" East; thence 6) northerly along the arc of said curve 107.22 feet through a central angle of 122°51'36"; thence 7) North 46°35'15" East 33.12 feet to a point on a non tangent curve to the left having a radius of 100.00 feet, of which the radius point bears North 76°35'15" East; thence southeasterly along the arc of said curve 121.19 feet through a central angle of 69°26'25"; thence South 82°51'01" East 100.53 feet to a point on a curve to the left having a radius of 246.00 feet, of which the radius point bears North 07°08'59" East; thence along the arc of said curve 76.00 feet through a central angle of 18°37'13"; thence South 9°53'27" West 112.13 feet; thence South 82°51'41" East 63.37 feet; thence South 88°54'12" East 194.97 feet; thence North 63°08'32" East 243.42 feet to a point on the northeasterly boundary of said Lot 1, Red Cloud Subdivision; thence South 37°34'49" East 66.42 feet to the point of beginning.

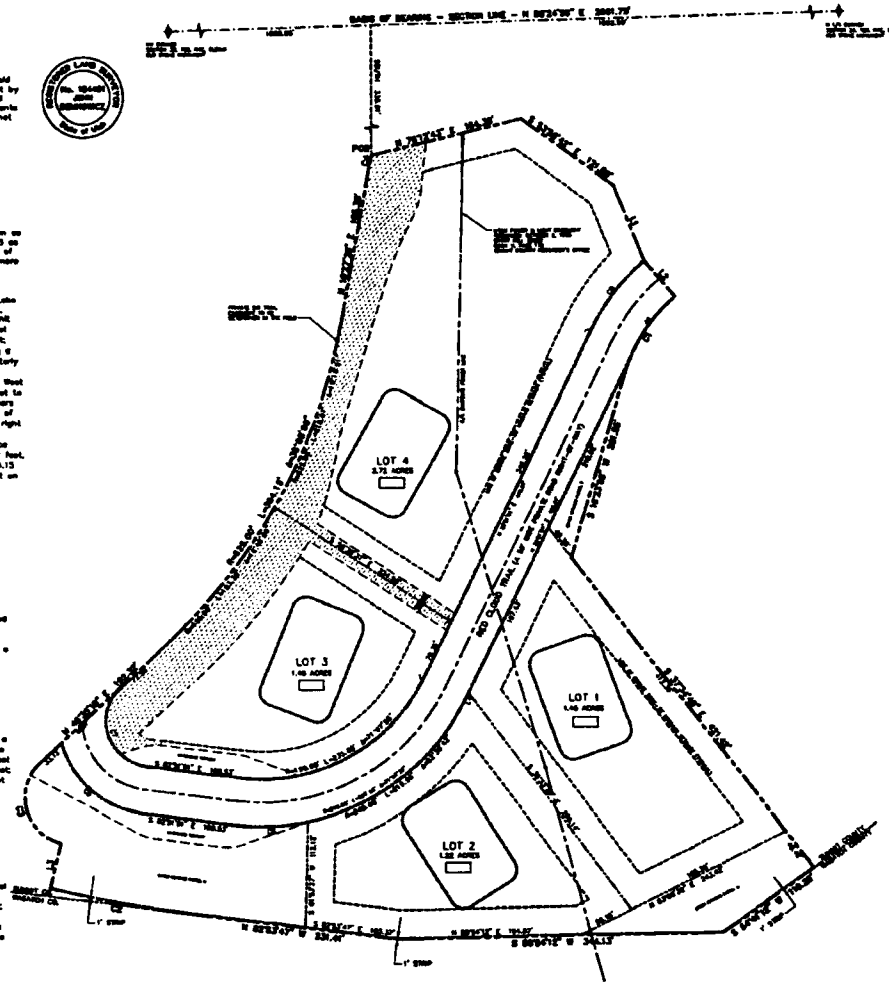
OWNER RETAINED PARCEL B

A parcel of land located in the northwest quarter of Section 33, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the northernmost corner of Lot 1, Red Cloud Subdivision, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded January 27, 2005 as #724721; and running thence North 37°34'49" West 66.35 feet; thence North 26°01'04" East 216.02 feet to a point on a non tangent curve to the left having a radius of 175.00 feet, of which the radius point bears South 63°58'56" East; thence southeasterly along the arc of said curve 29.38 feet through a central angle of 09°37'05"; thence South 16°23'36" West 301.36 feet to the point of beginning.

NOTES

1. All notes shown on Sheet 2 of RED CLOUD SUBDIVISION recorded on January 27, 2005 as entry no. 724721 are applicable to this plat.
2. Any 1" strip of disturbed lands along the south boundary of this subdivision plat is subject to the following restrictions: no road may be constructed across said strip without the formal approval of Park City Municipal Corporation and Weber County.



OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner of the herein described tract of land, and hereby causes the same to be divided into lots together with easements and private rights-of-way as set forth on the plat, hereafter to be known as AMENDMENT TO LOTS 1, 2, 3 & 4, RED CLOUD SUBDIVISION. Also the owner hereby dedicates to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Protection District, and any utilities providers, a non-exclusive easement over the utility easements shown on this plat for the purpose of providing access for utility installation, maintenance, use, and eventual replacement.

The owner, or his representative, hereby irrevocably offers for dedication to the City of Park City all the streets land for local government uses, easements, parks, 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 his hand on this _____ day of _____, 2006.

UNITED PARK CITY MINES COMPANY

By _____

Title: _____

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2006, personally appeared before me, the undersigned Notary Public, in and for said State and County, _____ who after being duly sworn, acknowledged to me that he is the _____ of UNITED PARK CITY MINES COMPANY, that he signed the foregoing Owner's Consent to Record on behalf of the corporation with full authority of its bylaws.

_____
A Notary Public commissioned in Utah

_____
Printed Name

_____
Residing In: _____

My Commission Expires: _____

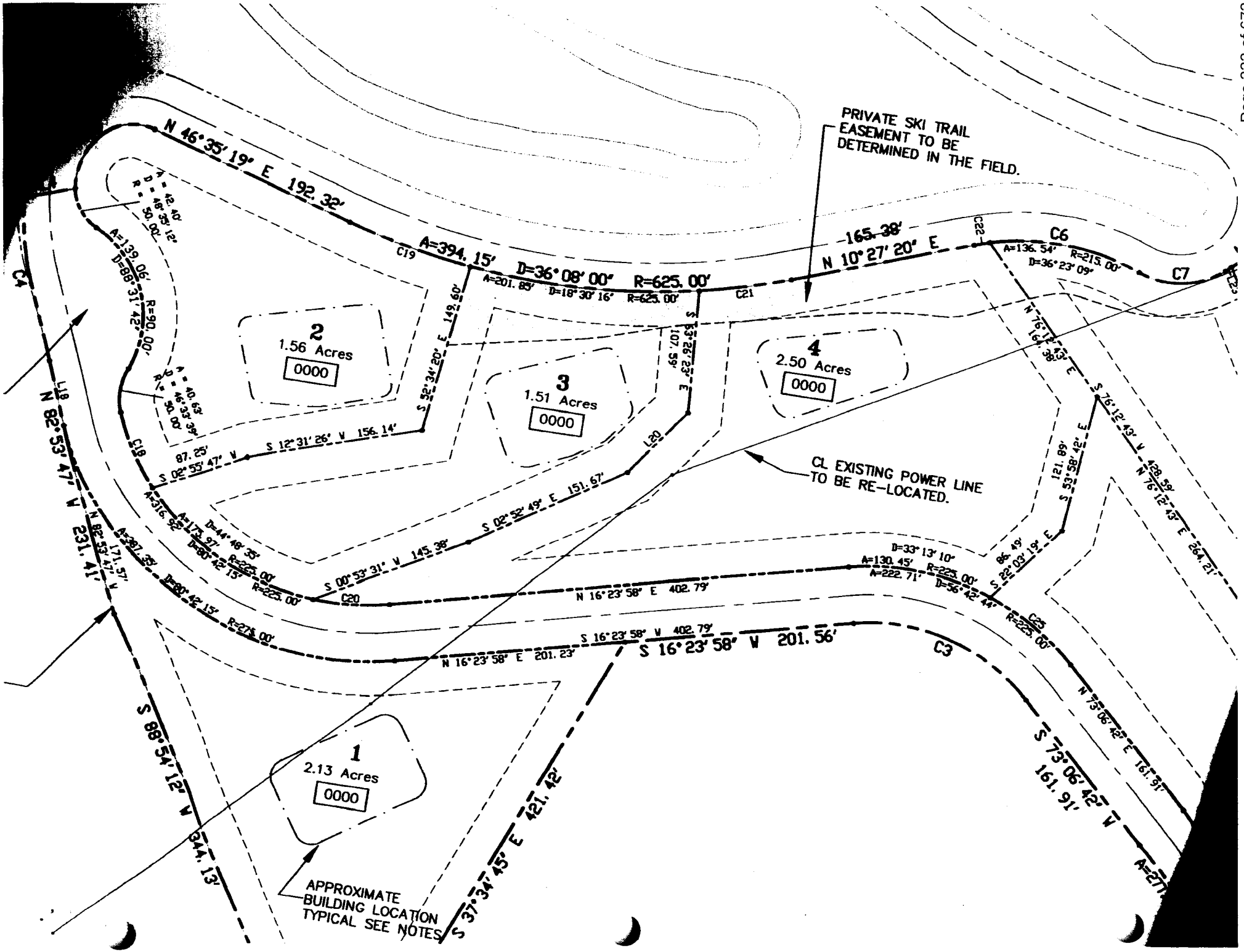
AMENDMENT TO LOTS 1, 2, 3 & 4
RED CLOUD SUBDIVISION

A SINGLE FAMILY SUBDIVISION LOCATED IN SECTION 28 AND SECTION 33
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECEIVED
APR 10 2006
PARK CITY
PLANNING DEPT

PAGE 1 OF 1

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS ____ DAY OF _____, 2006 A.D. BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2006 A.D. BY _____ CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS ____ DAY OF _____, 2006 A.D. BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS ____ DAY OF _____, 2006 A.D. BY _____ PARK CITY ATTORNEY	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2006 A.D. BY _____ PARK CITY RECORDER	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2006 A.D. BY _____ MAYOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME ____ BOOK ____ PAGE ____ FEE _____ RECORDER


PRIVATE SKI TRAIL
EASEMENT TO BE
DETERMINED IN THE FIELD.
N 46°35'19" E 192.32'
A=394.15'
D=36°08'00"
R=625.00'
A=201.85'
D=18°30'16"
R=625.00'
165.38'
N 10°27'20" E
C6
A=136.54'
R=215.00'
D=36°23'09"
C7
2
1.56 Acres
0000
3
1.51 Acres
0000
4
2.50 Acres
0000
1
2.13 Acres
0000
CL EXISTING POWER LINE
TO BE RE-LOCATED.
APPROXIMATE
BUILDING LOCATION
TYPICAL SEE NOTES
N 82°53'47" W 231.41'
S 88°54'12" W 344.13'
S 37°34'45" E 421.42'
S 16°23'58" W 201.56'
N 16°23'58" E 201.23'
S 16°23'58" W 402.79'
N 16°23'58" E 402.79'
S 00°53'31" W 145.38'
S 02°52'49" E 151.67'
S 12°31'26" W 156.14'
S 32°34'20" E 149.60'
S 73°06'42" W
161.91'
N 73°06'42" E 161.91'
S 76°12'43" W 428.59'
N 76°12'43" E 264.21'
N 76°12'43" E 164.38'
S 53°58'42" E 121.89'
S 22°03'19" E 86.49'
R=225.00'
R=90.00'
R=50.00'

EMPIRE PASS
DESIGN REVIEW BOARD

October 28, 2024

Mr. John Shirley
Think Architecture
7927 S. Highpoint Parkway, Suite 300
Sandy, UT 84094

RE: Red Cloud Lots 1& 2 Combined DRB Site Restrictions Approval

Dear Mr. Shirley,

Please allow this letter from the Design Review Board (the DRB) to serve as approval for the site allowances for the combination of Red Cloud Lots 1 & 2. On October 25, 2024, the DRB reviewed conceptual plans for the lots listed above. The homesites are combined and the DRB approved the Building Envelope square footage maximum of 18,000 and the home maximum gross floor area to be 16,000 square feet. The home will be subject to the DRB review process in accordance with the Empire Pass Design Guidelines.

Please feel free to contact me with any questions or to discuss further.

Best,

Trish Waterman

Trish Waterman, Empire Pass MOA Director
On Behalf of the Empire Pass DRB

Planning Commission
Staff Report

Subject: **747 Rossie Hill Drive**
Application: **PL-25-06446**
Author: **Jacob Klopfenstein, Planner I**
Date: **April 23, 2025**
Type of Item: **Conditional Use Permit – Nightly Rental**

Recommendation

(I) Review the Nightly Rental Conditional Use Permit (CUP) for 747 Rossie Hill Drive, (II) conduct a public hearing, and (III) consider approving the Nightly Rental CUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant:	747 Rossie Hill Drive, LLC Justin Keys and Cara Stuart, Applicant Representatives
Location:	747 Rossie Hill Drive
Zoning District:	Historic Residential – Low Density (HRL)
Adjacent Land Uses:	Residential, Nightly Rentals
Reason for Review:	The Planning Commission reviews and takes Final Action on Conditional Use Permits.[1]

CUP	Conditional Use Permit
HDDR	Historic District Design Review
HRL	Historic Residential – Low Density
LMC	Land Management Code
MCPC	Municipal Code of Park City
SFD	Single-Family Dwelling

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

Summary

The Applicant proposes a Nightly Rental at 747 Rossie Hill Drive, a detached Single-Family Dwelling (SFD) in the Historic Residential – Low Density (HRL) Zoning District (see Exhibit B, Applicant's Narrative and Site Plan). The dwelling contains five bedrooms. Nightly Rentals in the Lower Rossie Hill subzone of the HRL Zoning District require a Conditional Use Permit (CUP).

[1] LMC § 15-1-8

Figure 1: The SFD at 747 Rossie Hill Drive, pictured in March 2025.

Figure 2: Rear view of the SFD at 747 Rossie Hill Drive, looking north.

Figure 3: Applicant's site plan for the Lilac Hill East Subdivision, with 747 Rossie Hill Drive highlighted in red.

Background

747 Rossie Hill Drive is Lot 5 of the Lilac Hill East Subdivision (see Exhibit C, Lilac Hill East Subdivision Plat, Summit County Recorder Entry No. 1164826) and is approximately 0.14 acres and 6,176 square feet. The Applicant obtained Historic District Design Review (HDDR) approval to construct a SFD at the Site on December 15, 2022 (see Exhibit D, December 16, 2022 HDDR Final Action Letter for 747 Rossie Hill Drive).

The Lilac Hill East Subdivision Plat established a five-Lot subdivision of SFDs, including three Landmark Historic Sites (729, 741, and 755 Rossie Hill Drive). The Planning Commission previously approved Nightly Rental CUPs for three other Lots in the Lilac Hill East Subdivision, including:

- 729 Rossie Hill Drive (Lot 2 of the Lilac Hill East Subdivision): approved on July 12, 2023 (Meeting Packet, Item 7D; Minutes, p. 29-38),
- 741 Rossie Hill Drive (Lot 1 of the Lilac Hill East Subdivision): approved on August 14, 2024 (Meeting Packet, Item 6D; Minutes, p. 24-33), and
- 755 Rossie Hill Drive (Lot 3 of the Lilac Hill East Subdivision): approved on July 12, 2023 (Meeting Packet, Item 7E; Minutes, p. 38-44).

Analysis

(I) The proposed Nightly Rental CUP complies, as conditioned, with the requirements of LMC Chapter 15-2.1, Historic Residential – Low Density (HRL Zoning District.

Pursuant to LMC § 15-2.1-2, Nightly Rentals are a Conditional Use in the Lower Rossie Hill sub-zone of the HRL Zoning District.

LMC § 15-2.1-2 footnote 2 requires that Nightly Rental applicants in the Lower Rossie Hill sub-zone must include language that limits the vehicles allowed to the number of on-site parking spaces in Nightly Rental lease agreements (see Exhibit F, Draft Nightly Rental Lease Agreement for 747 Rossie Hill Drive) and display property management contact information in a prominent location inside the Nightly Rental. Staff recommends Conditions of Approval 2 and 3 requiring the Applicant to comply with these requirements.

(II) The proposed Nightly Rental CUP complies, as conditioned, with the requirements of LMC Chapter 15-3, Off-Street Parking.

LMC § 15-3-6 requires that Nightly Rentals have at least one parking space per Unit. Parking for the first six bedrooms for a Nightly Rental is based on the parking requirement for the dwelling. LMC § 15-3-6 requires two parking spaces per Dwelling Unit for SFDs. Pursuant to LMC § 15-3-3(F), parking spaces must be at least 9 feet wide and 18 feet long.

Since 747 Rossie Hill is a 5-bedroom SFD, two parking spaces are required. The SFD contains two separate one-car garages, one with an interior parking space measuring approximately 9 feet wide and 21 feet, 10 inches long, and another with an interior parking space measuring approximately 9 feet wide and 20 feet long. 747 Rossie Hill Drive complies with parking requirements.

The Applicant installed “No Parking” signs along the private driveway accessing the Lilac Hill East Subdivision:

Figure 4: "No Parking" signs have been installed along both sides of the private driveway that provides access to the Lilac Hill East Subdivision.

(III) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC Section 15-1-10(E).

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

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

The Applicant's proposal is analyzed for compliance with the Conditional Use Permit (CUP) criteria outlined in LMC § 15-1-10(E).

CUP Review Criteria	**Analysis of Proposal**
Size and location of the Site	**No unmitigated impacts:** 747 Rossie Hill Drive is Lot 5 of the Lilac Hill East Subdivision. No exterior changes are proposed to the SFD.
Traffic considerations including capacity of the existing Streets in the Area	**Condition of Approval recommended:** A shared private driveway from Rossie Hill Drive provides access for the five Lots in the Lilac Hill East Subdivision, and the Use of the Site as a Nightly Rental is not expected to generate additional traffic relative to a SFD Use. Condition of Approval 2 requires the Applicant to limit the vehicles allowed at the Site to the number of on-site parking spaces as part of Nightly Rental lease agreements (see Exhibit F, Draft Nightly Rental Lease Agreement for 747 Rossie Hill Drive).
Utility capacity, including Storm Water run-off	**No unmitigated impacts:** Utility capacity for the SFD is available on-Site. The Applicant does not propose any changes to utility capacity or Storm Water run-off.
Emergency vehicle Access	**Condition of Approval recommended:** The private drive that provides access for the five SFDs in the Lilac Hill East Subdivision is a hammer-head configuration. Plat Note 6 of the Lilac Hill East Subdivision Plat (Exhibit C) requires that driveways provide 20 feet of clear space to meet Fire Code, and prohibits parking if it impacts the 20-foot-wide clear

	space. As part of the 2023 Nightly Rental CUP approvals for 729 and 755 Rossie Hill Drive, the Engineering Department and Park City Fire District required the applicant to install “No Parking” signs along the shared private driveway for the Lilac Hill East Subdivision. The Applicant complied with this requirement and installed “No Parking” signs along the shared driveway in 2024 (see Figure 4). Staff recommends Condition of Approval 4 to require the Applicant to maintain the “No Parking” signs that are currently installed on the shared driveway as part of the Nightly Rental CUP approval for 747 Rossie Hill Drive.
Location and amount of off-Street parking	**No unmitigated impacts:** Pursuant to LMC § 15-3-6, two parking spaces are required for SFDs. The Applicant proposes providing two parking spaces in separate one-car garages in the SFD. See Analysis Section II for further details regarding parking requirements for the Site.
Internal vehicular and pedestrian circulation system	**No unmitigated impacts:** The Applicant does not propose any changes to internal vehicular or pedestrian circulation systems.
Fencing, Screening, and landscaping to separate the Use from adjoining Uses	**No unmitigated impacts:** The Applicant does not propose any changes to fencing, screening, or landscaping. The five SFDs in the Lower Rossie Hill subzone of the HRL Zoning District are surrounded by residential properties within the Residential Medium (RM) Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District, pursuant to LMC § 15-2.15-2. Additionally, the Lower Rossie Hill subzone includes Recreation Open Space buffers from adjacent uses to the west, north, and south.
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	**No unmitigated impacts:** The December 16, 2022 HDDR Final Action Letter (Exhibit D) found that the SFD complies with the Lot and Site Requirements of the HRL Zoning District.
Usable Open Space	**No unmitigated impacts:** The Applicant does not

	propose any changes to usable Open Space at the Site.
Signs and lighting	**Condition of Approval recommended:** Staff recommends Condition of Approval 5 requiring all lighting at the Site to be dark sky compliant – fully shielded and down-directed with bulbs 3,000 degrees Kelvin or less. The Applicant does not propose any signs at the Site. Staff recommends Condition of Approval 6 prohibiting exterior signs advertising the Nightly Rental.
Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing	**No unmitigated impacts:** The Applicant does not propose any physical design changes to the Site. The Applicant obtained HDDR approval for the SFD at the site on December 16, 2022. The SFD was analyzed for compliance with LMC § 15-13-8, *Regulations For New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts* as part of the HDDR approval (Exhibit D, Final Action Letter).
Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site	**Condition of Approval recommended:** Staff recommends Condition of Approval 7 requiring compliance with Municipal Code of Park City (MCPC) Chapter 6-3, Noise.
Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas	**Conditions of Approval recommended:** Staff recommends Condition of Approval 8, which requires the Applicant to screen trash receptacles and store them on-Site. Staff also recommends Condition of Approval 9, which prohibits leaving trash receptacles at the curb for longer than 24 hours and requires the Applicant to keep the Site free of trash and refuse.
Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities	**Conditions of Approval recommended:** 747 Rossie Hill Drive is privately owned and is part of the Lilac Hill East Homeowner's Association. The Homeowner's Association is governed by the Declaration of Covenants, Conditions, and Restrictions for Lilac Hill East Subdivision (Exhibit E, recorded with Summit County on July 18, 2023 as Entry No. 01206959), which establishes maintenance and repair of the shared driveway. The Nightly Rental CUP approval for Lot 1 of the Lilac Hill East Subdivision (741 Rossie Hill

	Drive) required the Lilac Hill East Subdivision Homeowner Association to keep the shared driveway clear of snow. Staff recommends also including Condition of Approval 10, requiring snow removal of the shared driveway, as part of the Nightly Rental CUP approval for 747 Rossie Hill Drive. The Applicant has not yet obtained a Nightly Rental Business License for 747 Rossie Hill Drive. Staff recommends Condition of Approval 1 requiring the property owner to obtain a Business License for the Nightly Rental. Additionally, staff recommends Conditions of Approval 11 - 14 regarding operations and maintenance of the Nightly Rental, pursuant to the requirements outlined in MCPC § 4-5-3 *Regulation of Nightly Rentals.*
Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site	**No unmitigated impacts:** The Site is not located within the Sensitive Land Overlay, within the Soils Ordinance boundary, or on Steep Slopes.
Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding	**No unmitigated impacts:** Objective 7C of the Park City General Plan is to focus future Nightly Rental units near resort neighborhoods, including Park City Mountain Resort and Deer Valley. 747 Rossie Hill Drive is approximately 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café) and approximately 0.75 miles to Snow Park Lodge at the Deer Valley base area.

(IV) The Development Review Committee reviewed the proposal on March 4, 2025 and did not require Conditions of Approval.[2]

[2] 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

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 April 9, 2025. Staff mailed courtesy notice to property owners within 300 feet on April 9, 2025. The *Park Record* published courtesy notice on April 9, 2025.[3]

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

Alternatives
The Planning Commission may:

- Approve the Nightly Rental CUP for 747 Rossie Hill Drive;
- Deny the Nightly Rental CUP for 747 Rossie Hill Drive and direct staff to make Findings for the denial; or
- Request additional information and continue the discussion to a date certain or uncertain.

Exhibits
Exhibit A: Draft Final Action Letter
Exhibit B: Applicant's Narrative and Site Plan
Exhibit C: Lilac Hill East Subdivision Plat
Exhibit D: December 16, 2022 Historic District Design Review Final Action Letter for 747 Rossie Hill Drive
Exhibit E: Declaration of Covenants, Conditions, and Restrictions for Lilac Hill East Subdivision
Exhibit F: Draft Nightly Rental Lease Agreement for 747 Rossie Hill Drive

District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).
[3] LMC § 15-1-21

Planning Department

April 23, 2025

Justin Keys & Cara Stuart

CC: 747 Rossie Hill Drive LLC

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	747 Rossie Hill Drive
Zoning District:	Historic Residential – Low Density (HRL)
Application:	Nightly Rental Conditional Use Permit
Project Number:	PL-25-06446
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	April 23, 2025
Project Summary:	The Applicant proposes a Nightly Rental at 747 Rossie Hill Drive, a detached Single-Family Dwelling (SFD) in the Historic Residential – Low Density (HRL) Zoning District.

Action Taken

On April 23, 2025, the Planning Commission conducted a public hearing and approved the Nightly Rental Conditional Use Permit (CUP) for 747 Rossie Hill Drive according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 747 Rossie Hill Drive is Lot 5 of the Lilac Hill East Subdivision (Summit County Recorder Entry No. 1164826). The Lot is approximately 0.14 acres and 6,176 square feet.
2. The Applicant obtained Historic District Design Review (HDDR) approval to construct a SFD at the Site on December 15, 2022.
3. The Lilac Hill East Subdivision Plat established a five-Lot subdivision of SFDs, including three Landmark Historic Sites (729, 741, and 755 Rossie Hill Drive). The Planning Commission previously approved Nightly Rental CUPs for three other Lots in the Lilac Hill East Subdivision:

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a. 729 Rossie Hill Drive (Lot 2 of the Lilac Hill East Subdivision): approved July 12, 2023,
b. 741 Rossie Hill Drive (Lot 1 of the Lilac Hill East Subdivision): approved August 14, 2024, and
c. 755 Rossie Hill Drive (Lot 3 of the Lilac Hill East Subdivision): approved July 12, 2023.

4. The proposed Nightly Rental CUP complies, as conditioned, with the requirements of Land Management Code (LMC) Chapter 15-2.1, Historic Residential – Low Density (HRL) Zoning District.
    a. Pursuant to LMC Section 15-2.1-2, Nightly Rentals are a Conditional Use in the Lower Rossie Hill sub-zone of the HRL Zoning District.
    b. LMC Section 15-2.1-2, footnote 2 also requires that Nightly Rental applicants in the Lower Rossie Hill sub-zone must include language that limits the vehicles allowed to the number of on-site parking spaces in Nightly Rental lease agreements and display property management contact information in a prominent location inside the Nightly Rental. Conditions of Approval 2 and 3 require the Applicant to comply with these requirements.
    c. The December 16, 2022 HDDR Final Action Letter for the SFD at 747 Rossie Hill Drive found that the SFD at the Site complied with the Lot and Site Requirements for the HRL Zoning District pursuant to LMC Section 15-2.1-3.
5. The proposed Nightly Rental CUP complies, as conditioned, with the requirements of LMC Chapter 15-3, Off-Street Parking.
    a. LMC Section 15-3-6 requires that Nightly Rentals have one parking space per Unit, and the parking for the first six bedrooms for Nightly Rentals is based on the parking requirement for the dwelling. LMC Section 15-3-6 requires two parking spaces per Dwelling Unit for SFDs.
    b. Pursuant to LMC Section 15-3-3(F), parking spaces must be at least 9 feet wide and 18 feet long.
    c. Since 747 Rossie Hill is a 5-bedroom SFD, two parking spaces are required. The SFD contains two separate one-car garages, one with an interior parking space measuring approximately 9 feet wide and 21 feet, 10 inches long, and another with an interior parking space measuring approximately 9 feet wide and 20 feet long. The on-Site parking spaces at 747 Rossie Hill Drive complies.

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6. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC Section 15-1-10(E).
    a. Size and location of the Site
        i. The Site is located at 747 Rossie Hill Drive, Lot 5 of the Lilac Hill East Subdivision. As noted above, the December 16, 2022 HDDR Final Action Letter found that the SFD complies with the Lot and Site Requirements of the HRL Zoning District.
    b. Traffic considerations including capacity of the existing Streets in the Area
        i. A shared private driveway from Rossie Hill Drive provides access for the five Lots in the Lilac Hill East Subdivision, and the Use of the Site as a Nightly Rental is not expected to generate additional traffic than a SFD Use. Condition of Approval 2 requires the Applicant to limit the vehicles allowed at the Site to the number of on-site parking spaces as part of Nightly Rental lease agreements.
    c. Utility capacity, including Storm Water run-off
        i. Utility capacity for the SFD is available on-Site. The Applicant does not propose any changes to utility capacity or Storm Water run-off.
    d. Emergency vehicle Access
        i. The private drive that provides access for the five SFDs in the Lilac Hill East Subdivision is a hammer-head configuration. Plat Note 6 of the Lilac Hill East Subdivision Plat requires that driveways provide 20 feet wide of clear space to meet Fire Code, and prohibits parking if it would impact the 20-foot-wide clear space.
        ii. As part of the 2023 Nightly Rental CUP approvals for 729 and 755 Rossie Hill Drive, the Engineering Department and Park City Fire District required the applicant to install “No Parking” signs along the shared private driveway for the Lilac Hill East Subdivision. The Applicant complied with that requirement and installed “No Parking” signs along the shared driveway in 2024.
        iii. Condition of Approval 4 requires the maintenance of the installed “No Parking” signs on the shared driveway as part of the Nightly Rental CUP approval for 747 Rossie Hill Drive.
    e. Location and amount of off-Street parking
        i. Pursuant to LMC Section 15-3-6, two parking spaces are required for SFDs. The Applicant proposes providing two parking spaces in two separate one-car garages in the SFD.

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ii. As noted above, the two required, on-Site parking spaces at 747 Rossie Hill Drive comply with the requirements of LMC Chapter 15-3, Off-Street Parking.

f. Internal vehicular and pedestrian circulation system
   i. The Applicant does not propose any changes to internal vehicular or pedestrian circulation systems.

g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses
   i. The Applicant does not propose any changes to fencing, screening, or landscaping.
   ii. The five SFDs in the Lower Rossie Hill subzone of the HRL Zoning District are surrounded by residential properties within the Residential Medium (RM) Zoning District. Nightly Rentals are an allowed use in the Residential Medium Zoning District, pursuant to LMC Section 15-2.15-2.
   iii. The Lower Rossie Hill subzone of the HRL zone includes Recreation Open Space buffers from adjacent uses to the west, north, and south.

h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
   i. The December 16, 2022 HDDR Final Action Letter found that the SFD complies with the Lot and Site Requirements of the HRL Zone.

i. Usable Open Space
   i. The Applicant does not propose any changes to usable Open Space at the Site.

j. Signs and lighting
   i. Condition of Approval 5 requires all lighting at the Site to be fully shielded and down-directed.
   ii. The Applicant does not propose any signs at the Site. Condition of Approval 6 prohibits exterior signs advertising the Nightly Rental.

k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
   i. The Applicant does not propose any physical design changes to the Site.
   ii. The Applicant obtained HDDR approval for the SFD at the site on December 16, 2022. The SFD was analyzed for compliance with

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LMC Section 15-13-8, Regulations For New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts as part of the HDDR approval.

l. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site
    i. Condition of Approval 7 requires compliance with Municipal Code of Park City (MCPC) Chapter 6-3, Noise.
m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
    i. Condition of Approval 8 requires the Applicant to screen trash receptacles and store them on-Site.
    ii. Condition of Approval 9 prohibits leaving trash receptacles at the curb for longer than 24 hours and requires the Applicant to keep the Site free of trash and refuse.
n. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities
    i. 747 Rossie Hill Drive is privately owned and is part of the Lilac Hill East Homeowner's Association. The Homeowner's Association is governed by the Declaration of Covenants, Conditions, and Restrictions for Lilac Hill East Subdivision (recorded with Summit County on July 18, 2023 as entry no. 01206959), which establishes maintenance and repair of the shared driveway.
    ii. The Nightly Rental CUP approval for Lot 1 of the Lilac Hill East Subdivision (741 Rossie Hill Drive) required the Lilac Hill East Subdivision Homeowner Association to keep the shared driveway clear of snow. Condition of Approval 10 requires snow removal of the shared driveway as part of the Nightly Rental CUP approval for 747 Rossie Hill Drive.
    iii. The Applicant has not yet obtained a Nightly Rental Business License for 747 Rossie Hill Drive. Condition of Approval 1 requires the property owner to obtain a Business License for the Nightly Rental.
    iv. Conditions of Approval 11, 12, 13, and 14 require the applicant to comply with requirements outlined in MCPC Section 4-5-3,

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Regulation of Nightly Rentals regarding operations and maintenance of the Nightly Rental.

o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site
    i. The Site is not located within the Sensitive Land Overlay, within the Soils Ordinance boundary, or on Steep Slopes.
p. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding
    i. Objective 7C of the Park City General Plan is to focus future Nightly Rental units near resort neighborhoods, including Park City Mountain Resort and Deer Valley. 747 Rossie Hill Drive is approximately 0.3 miles to the nearest Deer Valley Resort Facility (Deer Valley Café); and approximately 0.75 miles to Snow Park Lodge and ticket office at the Deer Valley base area.

7. The Development Review Committee reviewed the proposal on March 4, 2025 and did not require Conditions of Approval.
8. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on April 9, 2025 Staff mailed courtesy notice to property owners within 300 feet on April 9, 2025. The Park Record published courtesy notice on April 10, 2025.

Conclusions of Law

1. The proposed Nightly Rental, as conditioned, complies with the requirements of the Land Management Code.
2. The proposed Nightly Rental is compatible with surrounding structures in use, scale, mass, and circulation.
3. The proposed Nightly Rental use is consistent with the Park City General Plan.
4. The effects of the difference in use or scale of the Nightly Rental have been mitigated through careful planning and Conditions of Approval.

Conditions of Approval

1. The property owner shall obtain and maintain a Nightly Rental Business License for 747 Rossie Hill Drive prior to operating the Nightly Rental.

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2. The property owner shall make available the two garage parking spaces to those using the Nightly Rental and the Nightly Rental lease agreement shall include language that limits the vehicles allowed to two, which must be parked within the garage.
3. The property owner shall display property management contact information in a prominent location inside the Nightly Rental where it is visible to those outside of the main entry.
4. The Applicant and Homeowner Association shall maintain the “No Parking” signs that are currently installed along the shared private drive within the Lilac Hill East Subdivision in a form and location approved by the Engineering Department and Park City Fire District.
5. All outdoor lighting shall be down-directed, fully shielded, with bulbs 3,000 degrees Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.
6. Outdoor sign installations advertising the Nightly Rental are prohibited.
7. The property owner shall be responsible for regulating the occupancy and noise created by occupants of the Nightly Rental. Violation of Municipal Code of Park City Chapter 6-3 Noise, illegal conduct, or any other abuse which violates Nightly Rental regulations or these Conditions of Approval may be grounds for business license revocation.
8. Trash receptacles shall be stored on site, screened, and placed for trash pickup according to the Municipal Code of Park City Section 6-1-11, which prohibits trash receptacles from being set out for collection prior to 6:00 PM the day before collection. All trash receptacles must be removed from the street as soon as practical after being emptied, and in every case must be removed from the street prior to 11:59 PM the day they are emptied.
9. Trash cans shall not be left at the curb for any period more than 24 hours and the property must be kept free from accumulated garbage and refuse.
10. The Lilac Hill East Subdivision Homeowner Association shall keep the shared driveway clear of snow.

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11. The licensee for Nightly Rentals shall be the property owner. The local representative shall be deemed the responsible party.
12. The Nightly Rental shall be properly managed through property management services with the minimum services and management required: snow removal during winter months to a level that allows safe access to the home over the normal pedestrian access; snow removal services for the two on-site parking spaces within the two one-car garages; summer yard maintenance including landscaping maintenance; structural maintenance to preserve substantial code compliance; routine upkeep, including painting and repair; and housekeeping service.
13. The property owner must designate a responsible party. The responsible party must be a property management company, realtor, lawyer, owner, or other individual who resides within a one-hour drive of the property. The responsible party is personally liable for the failure to properly manage the Nightly Rental. The responsible party must be available by phone or otherwise 24 hours per day and must be able to respond to inquiries within 20 minutes. The responsible party is also designated as the agent for receiving all official communications from the City.
14. The Nightly Rental shall not be used for commercial uses and may not be used for a corporate sponsor or to distribute retail products or personal services to invitees for marketing or similar purposes.

If you have questions or concerns regarding this Final Action Letter, please call (385) 481-2037 or email jacob.klopfenstein@parkcity.org.

Sincerely,

Christin Van Dine, Chair Pro Tem
Planning Commission

CC: Jacob Klopfenstein

DRAFT

HOGGAN LEE HUTCHINSON

Justin Keys
Justin@hlhparkcity.com

Direct: 435.731.9195

February 24, 2025

VIA EMAIL

Park City Municipal Corporation
Park City Planning Department
PO Box 1480
Park City, Utah 84060

Re: HRL Zone- Nightly Rental Conditional Use Application

Dear Park City Planning Commission and Staff,

This firm represents 747 Rossie Hill Drive, LLC, the owner of that certain real property located on Deer Valley drive commonly known as 747 Rossie Hill Drive, Parcel Nos. LHES-5 (the "Lilac Hill Property"). Please accept this cover letter with the enclosed application for a Conditional Use Permit to operate nightly rentals on the Lilac Hill Property.

Under Park City Land Management Code Section 15-2.1-2(B)(1), nightly rentals are listed as one of the permissible uses for properties located in the Historic Residential-Low Density Zone (the "HR-L Zone"). Nightly rentals are listed as potential conditional uses, subject to the following footnote:

> For Nightly Rentals in the Lower Rossi Hill sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site parking spaces; and (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.

The conditional review process generally is set out in Park City Land Management Code Section 15-1-10. Subsection E of that provision is entitled "Review" and instructs the Planning Commission to "review each of the following items":

1. Size and location of the Site.

Submitted as an enclosure with this application is a site plan that show the specific lot that is subject to this application along with the general area and surrounding uses.

2. Traffic considerations including capacity of the existing Streets in the Area.

The Lilac Hill Property is serviced by a private drive with ample access and egress for the property at issue. Because the drive is private, it will not impose any additional strain on the public streets. The private drive accesses lower Rossie Hill Drive, which quickly merges with Deer Valley Loop and Deer Valley Drive—a major arterial access road.

3. Utility capacity, including Storm Water run-off.

The proposed use is still residential in nature and will not have any additional impact on the utility capacity of the area, including storm water run-off.

4. Emergency vehicle access.

The private access drive is designed with a hammer-head configuration allowing for easy access and egress for emergency vehicles for all of the Lilac Hill Property. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall.

5. Location and amount of off-Street parking.

The Lilac Hill Property is more than adequately parked. The lot has a private garage. Additionally, there is parking available in the entry driveways and along the private access drive. In short, there will be more than adequate parking for the Lilac Hill Property without relying on any publicly available street parking.

6. Internal vehicular and pedestrian circulation system.

As discussed previously, the Lilac Hill Property is serviced by a private drive with a hammerhead design. The design and location of the private drive has been reviewed and approved by the City Engineering department and Fire Marshall. The private drive is also lined by a sidewalk that accesses Rossie Hill Drive and, from there, Deer Valley Drive.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses.

In this instance, the contemplated conditional use is similar or the same as adjoining uses. Thus, there is no need to screen this use from any others. The topography of the lot also provides

natural separation and privacy in addition to the abundant landscaping contemplated by the Applicant for the site.

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

The building massing, bulk, and orientation are such to minimize conflicts. As can be seen in the site plan exhibit provided, the surrounding uses are dense condominiums. The contemplated single-family home is less dense and well space within the property. The contemplated development will have minimal impact on surrounding properties.

9. Usable Open Space.

The Lilac Hill Property provides more than the code-based required open space. That open space consists primarily of landscaped area providing a buffer between the buildings internally and externally.

10. Signs and lighting.

All signage and lighting will be code compliant. There is no additional external signage or lighting required for nightly rental use than that required for typical residential use.

11. Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing.

The physical design of the Lilac Hill Property is consistent with the high-end residential design found in the Rossie Hill area generally. The property is compatible with surrounding structures.

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

The nightly rental of the Lilac Hill Property will not cause any additional noise, vibration, odors, steam, or other mechanical factors beyond that of a typical residential use. Given the design of the development, any such nuisances will be mitigated by the private drive and landscaping.

13. Control of delivery and service vehicles, loading and unloading zones, and screening of trash and recycling pickup areas.

The internal design of the community with the incorporation of the private drive and turn-around ensure that delivery and service vehicles will not impact public streets. There is more than ample room for such vehicles to park, load, and unload. This is a residential use and all trash and recycling will be small-scale residential in nature.

14. Expected Ownership and management of the project as primary residences, condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities.

It is anticipated that the Lilac Hill Property will be privately owned as a primary or secondary residence. The owner would like the option to nightly rent the property consistent with the conditional use allowed in the zone.

15. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site.

There are no environmentally sensitive lands within or adjoining the site. Nor are there any physical mine hazards, mine waste, steep slopes or other topographical issues preventing nightly rentals in this location.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding.

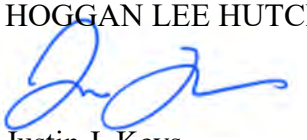
The contemplated nightly rental is consistent with the goals and objectives of the Park City General Plan as it relates to this zoning district. The use is consistent with the code.

In addition to the foregoing factors, the Applicant is willing to accept as a condition of approval of its nightly rental condition use permit that "(a) all rental agreements for Nightly Rental . . . include language that limits the vehicles allowed to the number of on-site parking spaces; and [that] (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental."

We appreciate your review of our application of a nightly-rental conditional use permit and look forward to the opportunity to present to the Park City Planning Commission. Please let me know if there is any additional information required to process our application.

Very Truly Yours,

HOGGAN LEE HUTCHINSON



Justin J. Keys

SITE PLAN 1"=20'-0"

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

Jonathan DeGray
Architect
P.O. Box 10674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-649-7263, E-mail: degrayarch@qwestoffice.net

PROJECT DESCRIPTION:
ROSSIE HILL
ROSSIE HILL
PARK CITY, UTAH 84060

SHEET DESCRIPTION:
SITE PLAN - RENDERED

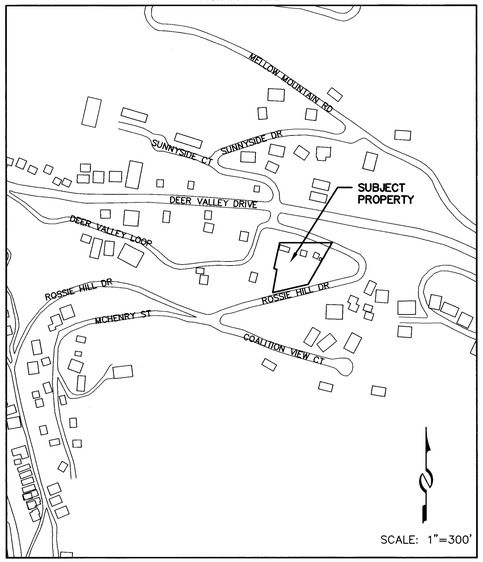
REVISIONS:

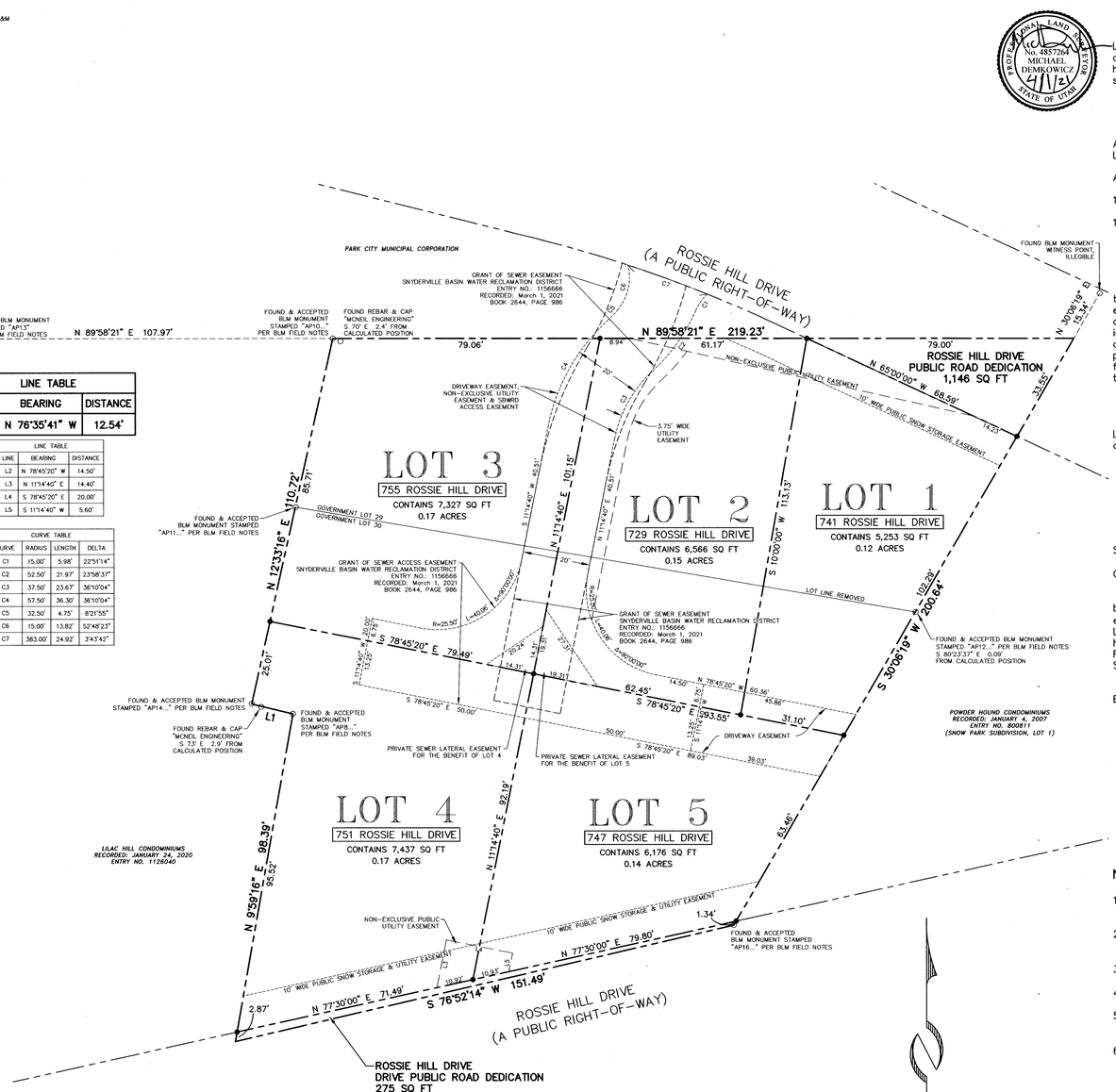
DATE:
-

PROJECT NUMBER:
-

SHEET NUMBER:
A0.01

VICINITY MAP





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 76°35'41" W	12.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L2	N 78°45'20" W	14.50'
L3	N 11°14'40" E	14.40'
L4	S 78°45'20" E	20.00'
L5	S 11°14'40" W	5.60'

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	5.98'	22°51'14"
C2	52.50'	21.93'	23°56'37"
C3	37.50'	23.67'	36°10'04"
C4	57.50'	36.30'	36°10'04"
C5	32.50'	4.75'	8°21'55"
C6	15.00'	13.82'	52°48'23"
C7	383.00'	24.92'	3°43'42"

SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857264, as prescribed under the laws of the State of Utah. I further certify that by authority of the owner, I have made a survey of the tract of land shown and described hereon, hereafter to be known as LILAC HILL EAST SUBDIVISION and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — 4/1/21 — STATE OF UTAH

LEGAL DESCRIPTION

All of Government Lots 29 and 30, Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Also sometimes known and described as follows:

13th and 14th houses south side in Deer Valley, Park City;

15th house rear south side in Deer Valley, Park City.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned is the owner of the above described tract of land, and hereby causes the same to be divided into lots and streets, together with easements as set forth to be hereafter known as LILAC HILL EAST SUBDIVISION, and does hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner 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 undersigned set his hand this 2nd day of April, 2021.

LILAC HILL EAST, LLC
a Delaware limited liability company

By: _____
Todd Franklin Watanabe, Authorized Signatory

ACKNOWLEDGMENT

STATE OF UT)
: ss.
COUNTY OF Summit)

On this 2 day of April 2021, Todd Franklin Watanabe personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Authorized Signatory of Lilac Hill East, LLC, a Delaware limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed LILAC HILL EAST SUBDIVISION.

By: _____
Notary Public
Shannon Ireland
Printed Name
Residing in: Summit
My commission expires: October 1, 2022
Commission No. 702573

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

NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2020-02 & Ordinance 2021-09. Ordinance 2021-09 is approval for an extension of Ordinance 2020-02.
2. See Survey 442-AZ, on file with the Bureau of Land Management, and Records of Survey S-0006427 and S-0010076 on file in the Office of the Summit County Recorder.
3. All lots shall have a ten (10') foot setback from the Driveway Easement.
4. All lot lines shall provide a five (5') foot minimum non-exclusive utility easement.
5. Modified 13-D sprinklers will be required for new construction by the Chief Building Official at the time of review of the building permit submittal.
6. Drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed "No Parking". Roads less than twenty-six feet (26') wide shall be marked "No Parking" on both sides of the road.
7. This property shall not be further subdivided.
8. The Driveway Easement from lower Rossie Hill Drive shall be the single vehicular access for all five (5) Lots.
9. At the time of any resurfacing of the private driveway, the Lilac Hill East Homeowners' Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District (SBWRD) standards. Prior notification of the adjustments and inspection by SBWRD is required.

LEGEND

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

LILAC HILL EAST SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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

SHEET 1 OF 1

4/1/21 JOB NO.: 3-9-18 FILE: X:\EastofOldTown\dwg\srv\plat2018\030918.dwg

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 5th DAY OF Apr. 2021 BY _____ ENGINEERING DEPARTMENT	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 11TH DAY OF DECEMBER, 2019 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 06 DAY OF May, 2021 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS 2nd DAY OF May, 2021 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 25TH DAY OF FEBRUARY, 2021 BY _____ MAYOR	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 25th DAY OF February, 2021 BY _____ PARK CITY RECORDER	APPROVED THIS 1 DAY OF JUNE, 2021 BY Dallen Donaldson FOR JEFF WARD SUMMIT COUNTY GIS COORDINATOR	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF First American Title FEE 60.00 RECORDER Dallen Donaldson - Deputy Recorder TIME 8:10 a.m. DATE 6-01-2021 ENTRY NO. 01164826

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1804

PARK CITY
1884

Planning Department

December 16, 2022

Jonathan DeGray
PO Box 1674
Park City, UT 84060
(435)-649-7263

CC: Lilac Hill East, LLC

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address:	747 Rossie Hill Drive
Zoning District:	HRL Historic Residential-Low Density
Application:	Historic District Design Review
Project Number:	PL-22-05227
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	December 15, 2022
Project Summary:	The Applicant proposes to construct a new single-family dwelling on a vacant lot.

Action Taken

On December 15, 2022, the Planning Director conducted a public hearing and approved the construction of a new single-family dwelling on a vacant lot according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Site is located at 747 Rossie Hill Drive.
2. The Site is located on a Lot in the Historic Residential-Low Density (HRL) Zoning District.
3. The Lilac Hill Subdivision Plat was approved on January 9, 2020 and recorded with Summit County on June 1, 2021 (Entry 01164826).
4. The Applicant proposes to construct a Single-Family Dwelling on a vacant Lot.
5. The Lot is approximately 89 feet wide, 63 feet in depth and 6,098 square feet in size.

6. The required front setbacks are 10 feet in the front, 10 feet in the rear and 10 feet/14 feet in the sides.
7. The proposed structure is compliant with the HRL Zoning District setbacks.
8. The allowable maximum building footprint in the HRL Zoning District for a 6,098 square foot Lot is 2,165 square feet.
9. The proposed maximum building footprint is approximately 1,700 square feet.
10. The allowable maximum building height in the HRL Zoning District is 27 feet.
11. The proposed structure is 26 feet 2 inches in height at its tallest point.
12. Staff reviewed the 747 Rossie Hill Drive Historic District Design Review for compliance with LMC Chapter 15-2.1 Historic Residential-Low Density (HRL) Zoning District, Chapter 15-13-8 Design Guidelines for New Residential Infill Construction in Historic Districts, and Chapter 15-3 Off-Street Parking.
13. Staff posted notice to the City website, City Hall, and the property on December 1, 2022.
14. Staff mailed courtesy notices to property owners within 100 feet on December 1, 2022.
15. The Analysis Section of the Staff Report is incorporated herein.

Conclusions of Law

1. The proposal complies with the Land Management Code requirements outlined in Chapter 15-2.1 Historic Residential-Low Density (HRL) Zoning District, Section 15-13-8 Design Guidelines for New Residential Infill Construction in Historic Districts, and Chapter 15-3 Off-Street Parking.

Condition(s) of Approval

1. Final building plans and construction details shall reflect substantial compliance with the plans approved December 15, 2022 by the Planning Department. Any changes, modifications, or deviations from the approved design that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. New construction activity shall not physically damage nearby Historic Sites.
5. Mechanical equipment shall be screened.
6. The proposed driveway shall be limited in width to a maximum of twelve feet (12').
7. The garage door nearest the main entry door shall be disguised and clad in a siding similar to the cedar siding utilized on the walls of the home. The disguise siding shall be painted/stained to match the walls.
8. The proposed cedar siding shall be stained or painted with a fully opaque finish.

9. Any changes to proposed building materials shall be compatible in scale, proportion, texture, finish, and color to materials used on Historic Structures in the Historic District.
10. The driveway shall be reduced in width from eighteen feet (18') to twelve feet (12').

If you have questions or concerns regarding this Final Action Letter, please call (435)-615-5063 or email caitlyn.tubbs@parkcity.org.

Sincerely,

Gretchen Milliken,
Planning Director

CC: Caitlyn Tubbs
Project file

01206959 B: 2787 P: 0702
Page 1 of 66
Rhonda Francis Summit County Recorder
07/18/2023 02:07:14 PM Fee $40.00
By DART ADAMSON & DONOVAN
Electronically Recorded

WHEN RECORDED, RETURN TO:
Matthew B. Hutchinson
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

Parcel Nos.: LHES-1
LHES-2
LHES-3
LHES-4
LHES-5

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST SUBDIVISION

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LILAC HILL EAST, is made effective as of this 18th day of July, 2023, by LILAC HILL EAST DEVELOPMENT, INC., a Delaware corporation, whose principal place of business and post office address is 1225 Deer Valley Drive, Suite 201, Park City, Utah, UT 84060, (referred to herein as "Declarant"), with respect to the following:

RECITALS

A. Declarant owns certain real property located in Park City, Summit County, Utah, which is more particularly described on *Exhibit A* attached hereto and by this reference made a part hereof (the "Project"). Declarant has developed the Project as a master planned development known as Lilac Hill East.

B. Declarant has recorded a Plat for the Project designating a shared driveway, and granted easements for utilities and improvements for drainage and flood control and subject to the following restrictions as noted on the Plat:

1. The Plat is subject to the Conditions of Approval in Park City Ordinance 2020-02 and Ordinance 2021-09.

2. The Plat has designated that all drives (private road/Fire Department access road) shall provide twenty feet (20') wide of clear space to meet Fire Code. If parking impacts this twenty foot (20') wide clear space, it will not be allowed and shall be signed as "No Parking." Roads less than twenty-six feet (26)' wide shall be marked "No Parking" on both sides of the road.

3. At the time of resurfacing of the private driveway, the Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District ("SBWRD") standards. Prior notification of the adjustments and inspection by SBWRD is required.

C. Declarant has caused the Association to be formed as a Utah non-profit corporation for the purpose of benefiting the Project and its Owners, which non-profit corporation will (a) maintain the Shared Driveway serving all Lots in the Project; (b) establish, levy, collect and disburse the Assessments and other charges imposed hereunder; and (c) as the agent and representative of the Members of the Association and the Owners, administer and enforce all of the provisions hereof and enforce the Use and other restrictions imposed on the Project and the Lots.

D. Declarant has developed Project into Lots for residential use.

E. Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners and other holders of an interest in the Project, or any part thereof, certain mutually beneficial Covenants, restrictions and obligations with respect to the proper development, Use and maintenance of the Project.

F. Declarant desires and intends that the Owners and other holders of an interest in the Project and other Persons hereafter acquiring any interest in or otherwise utilizing portions of the Project shall at all times enjoy the benefits of the Project and shall hold their interest therein subject to the rights, privileges, covenants and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the aesthetic and cooperative aspects of the Project and are established for the purpose of enhancing the value, desirability and attractiveness of the Project.

G. Declarant therefore desires to subject all Lots to the Covenants, conditions, restrictions, Assessments, charges, servitudes, liens and reservations set forth in this Declaration.

In order to cause this Declaration and the Covenants contained herein to run with the Project and to be binding upon the Project and the Owners and other holders of an interest therein from and after the

date this Declaration is Recorded, Declarant hereby makes or shall make conveyances of the Project, whether or not so provided therein, subject to this Declaration; and by accepting Deeds, leases, easements or other grants or conveyances to any portion of the Project, the Owners and other transferees for themselves and their heirs, personal representatives, trustees, administrators, Board of Directors, members, successors and assigns, agree that they shall be personally bound by this Declaration (including but not limited to the obligation to pay Assessments) hereinafter set forth, except to the extent such Persons are specifically excepted here from and that all portions of the Project acquired by them shall be subject to this Declaration.

NOW, THEREFORE, Declarant hereby declares, covenants, and agrees as follows:

ARTICLE I – DEFINITIONS

The following words, phrases or terms used in this Declaration (including that portion hereof headed "Recitals") shall have the following meanings:

1. **Amendment**: an amendment to this Declaration Recorded by the Association pursuant to *Section 18* of this Declaration.

2. **Architectural Review Committee** (sometimes referred to herein as the "ARC"): the committee formed to review Plans and specifications for the construction or modification of Improvements.

3. **Articles of Incorporation** (referred to herein as the "Articles"): filed on March 23, 2023, with the Utah Division of Corporations and Commercial Code for Lilac Hill East Owners Association, Inc., a Utah non-profit corporation.

4. **Assessable Property**: all Lots or other portions of the Project subject to Assessments assessed by the Association.

5. **Assessment Lien:** the lien created and imposed by *Article VIII*.

6. **Assessment Period:** the term set forth in *Section 8.6*.

7. **Assessments:** Assessments all of which may be determined and assessed by the Association and which shall be payable by an Owner of a Lot pursuant to the terms of this Declaration as set forth in *Section 8.3*, which can take different forms depending upon the relative purpose of the Assessment such as: (a) Common Assessments, (b) Reserve Fund Assessments, (c) Special Assessments, and (d) Individual Assessments.

8. **Association:** the Utah nonprofit corporation organized by Declarant under the name "LILAC HILL EAST ASSOCIATION, INC.," to administer and enforce the Covenants defined herein and to exercise the rights, powers and duties set forth in this Declaration, the Articles, the Bylaws and any other Governing Document.

9. **Board of Directors or Board**: the Board of Directors of the Association.

10. **Budget**: the proposed budget of Common Area Expenses prepared by the Board each year, as the basis for the calculation of the Assessments, as provided in *Section 8.3.3*.

11. **Building**: any structure constructed within the Project.

12. **Bylaws**: the Bylaws of the Association, as the same may from time to time be amended or supplemented.

13. **Capital Improvement**: any new Improvements intended to add to, enhance or upgrade the

nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.

14. **Common Assessments**: The allocation of the Common Expenses to the Owners of Lots by the Association pursuant to this Declaration.

15. **Common Expenses**: refers to those costs and expenses incurred by or on behalf of the Association arising out of or connected with the maintenance, Improvement, and the operation of the Association.

16. **Community**: sometimes referred to herein as the "Lilac Hill East." The subdivision shall be known as "Lilac Hill East."

17. **County**: Summit County, Utah.

18. **Covenants**: the covenants, conditions, restrictions, Assessments, charges, rights, obligations, servitudes, liens, reservations and easements set forth in this Declaration, as amended or supplemented from time to time.

19. **Declarant**: Lilac Hill East Development, Inc., a Delaware corporation, and the successors and assigns of Declarant's rights and powers hereunder. Declarant shall also include any Person or Persons that have been assigned and have agreed to assume certain of Declarant's rights and/or obligations in this Declaration pursuant to *Section 19.1* effective upon the Recording of a written instrument signed by the Declarant and such Person or Persons that evidences such assignment and assumption.

20. **Declaration**: this Declaration of Covenants, Conditions and Restrictions for Lilac Hill East, as amended or supplemented from time to time.

21. **Deed**: a Deed or other instrument conveying the fee simple title in a Lot.

22. **Delinquent Assessment**: Any Assessment which is not paid when due. *See Section 8.6.*

23. **Eligible Mortgagee**: a Mortgagee which has requested notice of certain matters from the Association in accordance with *Section 17.2* of this Declaration.

24. **Event or Events**: the earliest of certain happenings to occur which will mark the expiration of the Period of Declarant Control as described in *Section 7.3.2.*

25. **First Mortgage**: any Mortgage which is not subject to any lien or encumbrance except liens for taxes or other liens which are given priority by statute.

26. **First Mortgagee**: any Person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such Person under a First Mortgage.

27. **General Public Uses**: those types of Uses designated from time to time by the Declarant or by the Board as General Public Uses.

28. **Governing Authority**: the applicable governmental entity or municipality which may have jurisdiction over some part of the Project.

29. **Governing Authority Property**: all real property which may from time to time be conveyed, assigned, or transferred by Deed, a grant of a perpetual easement or other written instrument to the applicable Governing Authority.

30. **Governing Documents**: this Declaration, Supplemental Declarations and Amendments, Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board.

31. **Improvement(s)**: any improvement now or hereafter constructed in the Project including anything which is a structure for purposes of applicable Governing Authority law, including but not limited to any building, structure, shed, covered patio, fountain, pool, antenna or receiving dish, paving or impervious materials, curbing, landscaping, tank, fence, mailbox, sign, any excavation or fill having a volume exceeding ten (10) cubic yards and any excavation, fill, ditch, diversion, dam, or other thing or device which affects the natural flow of surface water or the flow of water in a natural or artificial stream, wash or drainage channel.

32. **Lot**: any area of real property within the Project designated as a Lot on the Plat Recorded or approved by Declarant, specifically referred to herein as a "Lot" and intended for occupancy, and Residential Use.

33. **Manager**: such Person retained by the Board to perform certain functions of the Board pursuant to this Declaration or the Bylaws. The Manager for the Association shall carry out certain responsibilities of the Association as required herein, and by any other Governing Document.

34. **Member**: any Person holding a Membership in the Association pursuant to this Declaration as an Owner of a Lot.

35. **Membership**: a membership in the Association and the rights granted to the Owners and Declarant pursuant to *Article VII* to participate in the Association.

36. **Membership Initiation Fee**: an Individual Assessment assessed as a one-time charge at closing upon the Person purchasing a Lot from Declarant in an amount equaling the next full quarter of Assessments which shall be deposited into the Reserve Fund.

37. **Mortgage**: any mortgage, deed of trust, or other document encumbering any portion of a Lot or interest therein, including without limitation a leasehold interest, as security for the payment of a debt or obligation.

38. **Mortgagee**: a beneficiary of a deed of trust that is included within the definition of a Mortgage as well as a named mortgagee under a Mortgage.

39. **Motor Vehicles**: motor vehicles including but not limited to any automobile, motorcycle, motorbike, snowmobile, snow cat, personal watercraft, boat, boat trailer, motorcycle, motorbike, motor scooter, mini-bike, all-terrain vehicle, moped, electric bike, off-road vehicle, Recreational Vehicle or other similar equipment or vehicle.

40. **Neighboring Property and Neighboring Properties**: any Lot, including Private Roads or public roads within the Project other than the specific property in reference.

41. **Owner**: (a) any Person(s) who is (are) Record holder(s) of legal, beneficial or equitable title to the fee simple interest of any Lot including, without limitation, one who is buying a Lot under a Recorded contract or Recorded notice of such contract, but excluding others who hold an interest therein merely as security shall not be deemed the Owner thereof for purposes of this Declaration.

42. **Period of Declarant Control**: the period during which the Declarant who filed the Governing Documents, or the Declarant's successor in interest, who retains authority to appoint or remove members of the Board or exercise power or authority assigned to the Association under the Governing

Documents as defined in more detail in *Section 7.3.2.*

43. **Person**: a natural individual, a corporation, limited liability company, partnership or any other entity with the legal right to hold title to real property.

44. **Plat**: The Lilac Hill East Subdivision Plat recorded in the office of the Summit County Recorder on June 1, 2021, as Entry No. 1164826.

45. **Project**: that certain five-lot subdivision project described in the Plat and existing on the real property described on Exhibit A.

46. **Record, Recording, or Recorded**: placing an instrument of public record in the Office of the Recorder of Summit County, Utah, and "Recorded" means having been so placed of public record.

47. **Recreational Vehicles:** mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer or other similar equipment or vehicle.

48. **Reserve Fund**: the Fund created or to be created by the Association pursuant to *Section 8.3.3.4* for the purposes provided in *Section 10.1.*

49. **Residence**: any Building, or part of a Building, on a Lot which is intended for occupancy and Residential Use as a separate residence.

50. **Resident**: refers to the following:

a) Owner, guest of Owner, tenant or lessee actually residing on any part of the Assessable Property; and

b) Members of the immediate family of each Owner, lessee, tenant or buyer actually living in the same household with such Owner, lessee, tenant or buyer; and

c) Subject to the Rules and Regulations (including the imposition of special non-Resident fees for Use of the Association Facilities if the Association shall so direct), the term "Resident" also may include the on-site employees, caretakers, guests or invitees of any such Owner, lessee, or tenant, if and to the extent the Board in its absolute discretion by resolution so directs.

51. **Residential Areas or Residential Community or Residential Development or Residential Use**: Lots in a subdivision that have been approved by and developed with a Residence, together with related areas intended for the Use and enjoyment of the Owners and Residents of such Lots.

52. **Rules and Regulations**: the Rules and Regulations for Lilac Hill East adopted by the Board pursuant to *Section 6.3.*

53. **Shared Driveway**. That certain shared driveway constructed by Declarant on the Driveway Easement, which shall be provided by the Declarant and will be maintained, repaired and replaced by the Association, subject to easement rights of Declarant and non-exclusive easements rights of Owners, their guests and invitees for reasonable ingress and egress to their Lot(s).

54. **Special Assessment**: any assessment levied and assessed by the Board pursuant to *Section 8.4.*

55. **Special Assessment Limit**: the limit placed on Special Assessments forth in *Section 8.4.1.*

56. **Special Use Fees**: means the term set forth in *Section 4.1.4*

57. **State**: the State of Utah.

58. **Supplemental Declaration**: a supplement to this Declaration executed by or consented to by Declarant.

59. **Use**: one or more specific types of property development and classification as set forth in *Section 5.1* of this Declaration.

60. **Visible from Neighboring Property**: with respect to any given object, that such object is or would be visible to a person six feet (6') tall standing on Neighboring Property, on the level of the base of the object being viewed.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

2.1 General Designation Creating Lilac Hill East

Declarant hereby declares that all of the Project, is and shall be held, conveyed, hypothecated, encumbered, leased, occupied, built upon or otherwise used, Improved or transferred, in whole or in part, subject to this Declaration as amended and modified from time to time. In additional, some of the Project within the Project may be subject to a Recorded Supplemental Declaration as applicable from time to time.

2.1.1 Association. Declarant has caused the Association to be formed to perform certain administrative and operational functions regarding the Project as set forth more fully in the Association Documents.

2.1.2 Not Condominium or Cooperative**.** This Declaration is not a declaration of condominium. No portion of the Project is submitted by this Declaration to the condominium form of ownership. Moreover, no portion of the Project shall be a cooperative. However, portions of the Project may be submitted to the condominium form of ownership by a Supplemental Declaration.

2.1.3 No Timeshare / Fractional Share Development or Timeshare/Fractional Share Use. Notwithstanding anything to the contrary contained in this Declaration, Declarant has decreed that no portion of the Project shall be utilized or subjected to any Timeshare or Fractional Share Development or Timeshare or Fractional Share Use as defined under Utah Code Ann. Sections *57-19-2(25) through (27)* or successor statutes.

2.2 Supplemental Declarations

In General, Declarant shall have the right, alone and in its sole discretion, to execute and record in Summit County, Utah, Supplemental Declarations from time to time containing provisions which (a) assign a specific use to a portion of the Property; (b) impose additional restrictions or delete restrictions on a portion of the Property; (c) assign some or all of Declarant's rights and obligations hereunder; (d) subject some or all of the Additional Property to the effect of this Declaration; or (e) do anything else permitted by this Declaration.

ARTICLE III - LAND DESIGNATION AND ADMINISTRATION

3.1. In General

The Project may be subjected to designated Uses in accordance with the terms of this Declaration, by any Supplemental Declaration or by any other reasonable means by Declarant. Declarant may, in its sole and absolute discretion, establish any Use for the Project consistent with the terms of the Master

Plan, this Declaration and applicable law. Without limiting the foregoing, the Project may be used in the following manner:

3.1.1. Residential Areas. Residential Areas shall be those areas used for Residential Use, which shall include Lots and Improvements associated with Residential Uses including, but not limited to, Private Roads, public roads, driveways, sidewalks, walkways, entranceways, street lighting, parking spaces, public or private pedestrian walkways, bicycle and equestrian trails, public or private parks, landscaping, and other areas or amenities appurtenant to the Lots. Each Owner shall be responsible for all Improvements located on and maintenance of his or her Lot.

3.2. Disputes as to Use

If there is any dispute as to whether the designation of any portion of the Project complies with this Declaration, any Supplemental Declaration, or any other documents, the dispute shall be resolved by Declarant in its sole discretion for so long as Declarant owns any portion of the Project. After Declarant no longer owns any portion of the Project, the dispute shall be resolved by the Board of Directors. The determination rendered by Declarant or the Board of Directors, as the case may be, shall be final and binding on all Persons involved in the dispute.

ARTICLE IV – DEVELOPMENT, EASEMENTS AND RIGHTS OF ENJOYMENT

4.1 Easements of Enjoyment

Every Member shall have a right and nonexclusive easement of enjoyment in and to their Lots in the Project, subject to the following provisions:

4.1.1. Suspension of Rights. The right of the Association to suspend the voting rights of any Member and the right to the Use of the Common Areas by any Member (a) for any period during which any Assessment against such Member's Lot remains delinquent sixty (60) or more days; (b) for a period not to exceed 60 days for any infraction by such Member of this Declaration, the Rules and Regulations or any of the other governing Documents, and (c) for successive sixty (60)-day periods if any such infraction by such Member is not corrected during any prior sixty (60) day suspension period or such infraction is repeated within one (1) year of being notified of the initial infraction.

4.1.2. Rules and Regulations. The right of the Association to implement Rules and Regulations. The Rules and Regulations shall be intended, in the absolute discretion of the Board, to enhance the Project or the safety and convenience of or otherwise shall serve to promote the best interests of the Owners.

4.1.3. Governing Authority. The right of the applicable Governing Authority and any other governmental or quasi-governmental body having jurisdiction over Lilac Hill East to access and rights of ingress and egress over and across any Private Road, public road, parking area, or walkway, contained within the Lilac Hill East Subdivision for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal service.

4.2 Declarant Reserved Easements

4.2.1. Landscaping Easement. By Recordation of this Declaration, Declarant does hereby reserve for itself and its successors and assigns, a perpetual alienable and transferable easement over, across and upon each and every Lot which abuts or is contiguous to the Shared Driveway for the purpose of operation and maintenance of the Shared Driveway, including but not limited to, the Use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Shared Driveway. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of planting grass, trees and shrubs, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

4.2.2. Easements for Encroachments. If any part of a Lot or any Improvement built in substantial accord with the boundaries for such Lot as depicted on a Plat (or in other approved documents depicting

the location of such on the Lot) encroaches or shall encroach upon the Shared Driveway, or upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. If any part of the Shared Driveway encroaches or shall encroach upon a Lot or an Improvement, an easement for such encroachment and for the maintenance of the same shall exist upon the written approval of the Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board. Each Owner shall have an unrestricted right of ingress or egress to and from its Lot.

4.2.3. Easements for Snow Storage, Drainage Maintenance and Flood Water. The Lots have or may have areas for snow storage or drainage maintenance as depicted upon a Recorded Plat, or otherwise found on such properties (collectively, "Drainage Control Features"). All Owners of Lots wherein Drainage Control Features are located shall remove trash and other debris therefrom and fulfill their maintenance responsibilities with respect to such Owners' Lot as provided in this Declaration. Notwithstanding the foregoing, the Declarant reserves for itself and its successors, assigns, and designees and for the Association a perpetual, nonexclusive right and easement, but not the obligation, to enter upon the Drainage Control Features located within any Lot for the purpose of maintaining, repairing, cleaning, or altering drainage and water flow, and shall have an access easement over and across any Lot (but not the Residences or other Buildings thereon) abutting or adjacent to any portion of any Drainage Control Features to the extent reasonably necessary to exercise their rights under this *Section 4.3.3*. Any or all of Declarant's and the Association's rights and easements provided for in this *Section 4.3.3.* may be transferred by Declarant or the Association to a Governing Authority at Declarant's or the Association's election by a written instrument, and Declarant's rights under this *Section 4.3.5.* shall be transferred automatically to the Association at such time as the Declarant shall cease to own any property subject to the Declaration, or such earlier time as Declarant may elect, in its sole discretion, to transfer such rights by a written instrument. All persons entitled to utilize these easements shall use reasonable care in, and repair any material damage resulting from, the Use of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage resulting from flooding due to heavy rainfall, excessive spring run-off, or natural disasters. Owners or Residents are strictly prohibited from disrupting the drainage pattern and shall not interfere with, obstruct, re-channel, construct upon, alter, build-in, fill-in, or impair any Drainage Control Features or the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by a Governing Authority or by Declarant, the Association, a Builder, or another developer.

4.3 Easements for Utilities

4.4.1. In Lot. There is hereby created a blanket easement upon, across, over and under each Lot for ingress to, egress from, and for the installation, replacing, repairing and maintaining of, all utility and service lines and systems, including, but not limited to storm drain, water, sewer, gas, telephone, electricity, television cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot and the construction of the Improvements thereon and also to the extent deemed necessary thereafter by the Declarant or the Board, provided that the location of any such easements shall not unreasonably interfere with the intended Use of such Lot by the Owner thereof. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Project and affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of Buildings on the Lots. Notwithstanding anything to the contrary contained in this *Section*, no sewers, storm drain lines, electrical lines, water lines, or other utilities or service lines may be installed or relocated on any Lot except as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

4.4 Easements for Ingress and Egress

There are hereby created easements for ingress and egress for pedestrian traffic over, through and across sidewalks, paths, walks and lanes that from time to time may exist upon the Shared Driveway. There

is also created an easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes. Such easements shall run in favor of and be for the benefit of the Owners and Residents of the Lots and their guests, families, tenants and invitees. There is also hereby created an easement upon, across and over Shared Driveways and Private Roads and private parking areas within the Project for vehicular and pedestrian ingress and egress for police, fire, medical and other emergency vehicles and personnel. Declarant for so long as the Declarant is the Owner of a Class B Membership, and thereafter upon the written approval of the Board shall have the right to relocate and/or reconfigure any and all such easements from time to time as it sees fit without the consent of any Owners (but subject to any necessary approvals of the County or any other governmental body or agency having jurisdiction including in particular, but without limitation, the easements granted herein for police, fire, medical and other emergency vehicles and personnel).

ARTICLE V -USE CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS

5.1 Use Classifications

5.1.1. Use Classifications, restrictions, easements, rights-of-way and other matters, including new or different Uses and restrictions therefor and including any number of subclassifications thereof for any special uses, shall be fixed by Declarant and are as disclosed on the Plat as recorded in the office of the Summit County Recorder.

5.1.2. Unless otherwise specifically provided in the Governing Documents, the definitions and characteristics of such Use Classifications, and specific permitted and prohibited uses in such Use Classifications, shall be within the complete discretion of Declarant. This Declaration shall be subject to the zoning, Use, and development laws, ordinances, rules and regulations, and policies of the applicable Governing Authority.

5.1.3. Health, Safety and Welfare Rules or Regulations. In the event any uses and activities are deemed by the Board to be a nuisance or to adversely affect the health, safety or welfare of Owners and Residents, the Board may make rules restricting or regulating their presence within the Project as part of the Rules and Regulations.

5.1.4. Right of Entry. During reasonable hours and upon reasonable notice to the Owner or other Resident, tenant, or occupant of a Lot which shall not be less than forty-eight (48) hours, any Member of the Board or any authorized representative of the Board, shall have the right to enter upon and inspect any Lot and the Improvements thereon, except for the interior portions of any completed Residence, for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and such Persons shall not be deemed guilty of trespass by reason of such entry.

5.1.5. Citation, Fines and Penalties.

5.1.5.1. The Association, by and through the Board or its Manager, may issue a citation to any Owner whose behavior or Use of his Lot does not conform to the Association's Governing Documents ("Non-Conforming Member"). Owners are responsible for the action and/or failure to act on the part of their family members, guests, visitors, tenants, and invitees.

5.1.5.2. Written Warning of Non-Conforming Use. The Association shall send a written warning of non-conforming use and deliver it consistent with the notice provisions in the Bylaws. The warning shall generally advise the Non-Conforming Member of the nature of the offense, cite the specific provision with the Governing Documents which the Non-Conforming Member has violated, state that the Board will assess fines or impose nonmonetary penalties including suspension of privileges if the violation is continuing and not cured in not less than forty-eight (48) hours after the date of the warning. This warning shall also advise the Non-Conforming Member of the Association's power to impose fines or other monetary penalties if the Non-Conforming Member commits similar violations within one (1) year after the day of the written warning is

issued or a fine is assessed. Notwithstanding the provisions in this *Section*, the Board is not required to provide a warning if it determines that the interests of health and safety of the residents of Lilac Hill East requires a more expedited handling of the allegations.

5.1.5.3. Issuance of Fine. The Board may issue a fine against the Non-Conforming Member if: (i) the Non-Conforming Member does not cure a continuing violation within the time noted in the warning described in *Section 5.1.5.2*, or (ii) within one (1) year after the date of the written warning, the Non-Conforming Member commits another violation of the same rule or provision identified in the warning. Fines may only be made for a violation of a rule, Covenant, condition or restriction and in the amount found in the Governing Documents. Fines may accrue interest and late fees as provided for in the Governing Documents. The Association shall provide written notice of the issuance of a fine.

5.1.5.4. Additional Fines for Repeated or Continuing Violations. After the Board assesses a fine under *Section 5.1.5.3.*, the Board may, without further warning or notice, assess an additional fine against the Non-Conforming Member each time the Owner: (i) commits a violation of the same rule or provision within one (1) year after the day on which the Board assesses a fine for a violation of the same rule or provision; or (ii) allows a violation to continue for ten (10) days or longer after the day on which the Board assesses a fine.

5.1.5.5. Right to Informal Hearing. A Non-Conforming Member has a right to dispute a fine by requesting a hearing with the Board within thirty (30) days after the day on which the Non-Conforming Member receives or is deemed to receive notice that a fine has been assessed. If the Non-Conforming Member timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and notifies the Non-Conforming Member of its final decision. The Non-Conforming Member shall be afforded a reasonable opportunity to be heard consistent with the procedures contained in the Governing Documents. The Non-Conforming Member must demonstrate *extenuating circumstances* which require deviation from the Governing Documents and shall include all pertinent backup information to support the existence of the *extenuating circumstance*. The decision of the Board shall be binding. See Governing Documents for informal hearing procedures.

5.1.6. Notice of Violation. The Association shall have the right to Record a written notice of a violation by any Owner or Resident of any restriction or provision of this Declaration. The notice shall be executed and acknowledged by an officer of the Association and shall contain substantially the following information: (a) the name of the Owner or Resident; (b) the legal description of the Lot against which the notice is being Recorded; (c) a brief description of the nature of the violation; (d) a statement that the notice is being Recorded by the Association pursuant to this Declaration; and (e) a statement of the specific steps which must be taken by the Owner or Resident to cure the violation. Recordation of a notice of violation shall serve as a notice to the Owner and Resident, and to any subsequent purchaser of the Lot, that there is such a violation. If, after the Recordation of such notice of violation, it is determined by the Board that the violation referred to in the notice does not exist or that the violation referred to in the notice has been cured, the Association shall Record a notice of compliance which shall state the legal description of the Lot against which the notice of violation was Recorded, the Recording data of the notice of violation, and shall state that the violation referred to in the notice of violation has been cured or, if such be the case, that it did not exist. Notwithstanding the foregoing, failure by the Association to Record a notice of violation shall not constitute a waiver of any existing violation or evidence that no violation exists. The Association's exercise of the right to record a notice of violation under this *Section* shall not be deemed a slander of title.

5.2 Covenants Applicable to All Use Classifications

The following Covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners and lessees thereof, and all Residents.

5.2.1 General. All property in the Project may be used only for the occupancy of Residences.

5.2.2. Compliance with the Documents. Every Owner shall cause all occupants of his or her Lot to comply with the Governing Documents and shall be responsible for all violations, losses, caused by such occupants, notwithstanding the fact that such occupants of a Lot shall be held jointly and severally liable and may be sanctioned for any violation of the Governing Documents.

5.2.3. Business Activities. Property classified for the purposes set forth in Section *5.3.1* may only be used for any business that complies with the Governing Documents, such that an Owner or Resident may conduct business activities within the Residence so long as:

5.2.3.1. the Owner or Resident obtains all necessary licenses and permits;

5.2.3.2. the activity conforms to applicable laws, including all zoning requirements for the Project;

5.2.3.3. the activity does not require or involve members of the Public routinely visiting the Residence;

5.2.3.4. the activity is consistent with the residential character of the Project, does not constitute a nuisance, or a hazardous or offensive Use, or threaten the security or safety of other residents of the Project, as may be determined by the Board acting on behalf of the Declarant; and

5.2.3.5. the Owner or resident obtains the prior written consent of the Board.

5.2.3.6. Business Exemptions. This *Section* shall not apply to any activity conducted by Declarant, or a Builder approved by Declarant, with respect to its development, construction and sale of the Lots or their Use of any Residences which it owns within the Project.

5.2.3.7. Short-Term Rentals. Notwithstanding any provisions contained in this *Section 5.2.3* or in any other *Section* of this Declaration, short-term rentals of Residences within the Project are permitted, but rentals of Residences shall be subject to terms, conditions and restrictions of these Governing Documents. All short-term rentals shall be subject to the provisions of the Governing Documents and shall obligate the tenants to comply with the Governing Documents. If the tenants fail to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenants on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.4. Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot or other property so as to be Visible from Neighboring Property.

5.2.5. Landscape Maintenance of Lots.

5.2.5.1. The Owner of each Lot shall be responsible to landscape, plant, care for, maintain, irrigate, and repair all areas on such Owner's Lot. The Governing Documents establish minimum standards of maintenance and care for all Lot areas. If the Owner of a Lot fails to landscape, plant, care for, maintain, irrigate, or repair such Owner's Lot in a manner consistent with the requirements of this Declaration and the Governing Documents, then the Association shall have the right to cause such Owner's Lot to be landscaped, planted, cared for, maintained, irrigated, and repaired in a manner consistent with this Declaration and the Governing Documents, and the Association shall have the right to levy against the Owner of such Lot an Individual Assessment for all of the costs related thereto incurred by the Association to care for, maintain, and repair such landscaped areas.

5.2.5.2. Intentionally omitted.

5.2.5.3. Specific guidelines and restrictions on landscaping are established by the Board and may change from time to time. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced immediately or as soon as reasonably practicable, as determined by the Board in its

sole discretion. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

5.2.6. Leasing. An Owner who leases his or her Residence shall be deemed to have delegated all such rights to the Lot's lessee. Any leasing of a Residence shall be in compliance with the provisions of the Governing Documents. All Leases shall be subject to the provisions of the Governing Documents and shall obligate the tenant to comply with the Governing Documents. If the tenant fails to comply with the terms of the Governing Documents, then the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner. An Owner shall be responsible and liable for any damage to the Project caused by the Owner's tenants.

5.2.7. Animals. No animal, bird, fish, or reptile other than a reasonable number of generally recognized house or yard pets as determined solely by the Board, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Lot or Residence or on a leash at all times. No animal, bird, fish, or reptile shall be allowed to make an unreasonable amount of noise or to become a nuisance. No structure for the care, housing or confinement of any animal, bird, fish, or reptile shall be maintained so as to be visible from Neighboring Property, unless otherwise approved by the Board. Enclosures, kennels, runs and the leash areas must be kept clean and sanitary and must be located not less than fifteen (15) feet from any property line on such Owner's Lot. If a pet defecates on any portion of the Project, the Owner of such animal shall immediately remove all feces left by such Owner's pet. The Board may establish in the Rules and Regulations a maximum number of domestic pets and/or the maximum size or weight of any of such pets that may be kept or maintained by any Owner of any Lot. The Rules and Regulations may also establish restrictions or prohibitions with respect to animals left unattended in yards or on private decks and the construction of electric fences to contain pets. If an Owner or Resident fails to abide by the terms of this Declaration and the Governing Documents applicable to pets, additional restrictions and fees will be enforced. Horses, livestock or wildlife are prohibited.

5.2.8. Accessory Buildings. Accessory Buildings are subject to the Governing Documents and Park City Municipal Code. Any outdoor areas which house trash containers, firewood, maintenance/service equipment (i.e. snowblowers, etc.), or overflow Residential storage shall be screened.

5.2.9. Antennas, Satellite Dishes and Flag Poles. To the full extent permissible under State and federal law, no television, radio, shortwave, microwave, satellite, or other antenna, flag pole, tower or dish shall be placed, constructed or maintained upon any Lot, or other part of the Project unless such antenna, pole, tower or dish is fully and attractively screened or concealed, which means of screening or concealment shall be subject to the Governing Documents and the Rules and Regulations and prior approval of the ARC. Notwithstanding the foregoing, the ARC may allow, pursuant to the Governing Documents, the placing on a Lot of a flag pole no greater than eight (8) feet in length for the purpose of displaying the national flag of the United States of America, which flag shall be no greater than twenty (20) square feet in size.

5.2.10. Artificial Vegetation, Exterior Decorations and Lighting. Artificial vegetation and exterior decorations are governed by the Rules and Regulations. Lighting, sculptures, fountains, and similar items are subject to the Governing Documents and must be pre-approved by the ARC.

5.2.11. Architectural Control. No Improvements (whether temporary or permanent), alterations, repairs, excavation, grading, decks, landscaping or other work which in any way alters the exterior appearance of any portion of the Project, or the Improvements located thereon, from its natural or improved state existing on the date this Declaration is Recorded shall be made or done without the prior written approval of the ARC pursuant to *Article XII* except as otherwise expressly provided in this Declaration. No Building, fence, wall, Residence or other structure shall be commenced, erected, maintained, improved, altered or made without the prior written approval of the ARC pursuant to *Article XII*. All subsequent additions to or changes or alterations in any Building, fence, wall or other structure, including exterior color scheme, and all changes in the grade of Lots, shall be subject to the prior written approval of the ARC

pursuant to *Article XII*. No changes or deviations in or from the plans and specifications once approved by the ARC shall be made without the prior written approval of the ARC pursuant to *Article XII*.

5.2.12. Construction Activities. All construction activities and parking in connection with the building of Improvements on any Lot shall be subject to the Governing Documents and approved by the ARC pursuant to *Article XII*. The Board acting on behalf of the Declarant shall have the right to determine the existence of any nuisance arising out of construction and any activities related thereto. The Board has the right to impose fines related to violations of the Governing Documents. The Governing Documents may require submittal to the ARC of site-specific construction mitigation plans prior to the commencement of any construction activities.

5.2.13. Diseases and Insects. No Owner shall permit anything or condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

5.2.8. Drainage. No Owner or Resident shall interfere with or obstruct the drainage pattern over his or her Lot from or to any other Lot as that pattern may be established by Declarant, a Builder, or any other developer or as described in *Section 4.3.5* hereof with respect to Drainage Control Features.

5.2.14. Energy Conservation Equipment. No solar energy collector panels, attendant hardware related thereto, or other energy conservation equipment shall be constructed or installed on any Building or Residence located within the Project without the prior written consent of the ARC acting on behalf of the Declarant and must be an integral and harmonious part of the architectural design of the Building or Residence, as determined in the sole discretion of the ARC. The ARC may impose reasonable restrictions on the solar energy system's size, location and manner of placement consistent with *Section 57-8a-701, et. seq.,* of the Utah Code, as such *Section* may be amended, supplemented or replaced from time to time.

5.2.15. Fences and Walls. Perimeter fences or walls shall not be constructed or otherwise allowed within the Project without prior approval by the ARC.

5.2.16. Landscaping.

5.2.16.1. Installation. Any landscaping and irrigation installed on a Lot must be installed pursuant to a landscape plan that has been approved in advance by the ARC. All such landscape plans shall contain requirements for the commencement and completion of all such landscape Improvements. The required minimum landscaping for all Lots shall be as set forth in the Governing Documents.

5.2.16.2. Nuisances. No weeds, dead trees or plants, rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the Residents of such other property, as determined by the Board on a reasonable, good faith basis. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its Residents, as determined by the Board on a reasonable, good faith basis. Without limiting the generality of any of the foregoing provisions, except as specifically provided in this *Section 5.2.12.2*, no exterior speakers, horns, whistles, firecrackers, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property.

5.2.16.3. Dumping. No Person may dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances anywhere on the Project, except that fertilizers may be applied to landscaping, provided care is taken to minimize runoff.

5.2.17. Irrigation. No sprinkler or irrigation systems of any type which draw from any body of water within the Project shall be installed, constructed or operated by any Person, other than the Association, Declarant, without the pre-approval of the ARC. All Lots which are developed are required to have an underground irrigation system which shall be maintained by the Owner of such property.

5.2.18. Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Building, appurtenant structures, or other Improvements; (ii) that which Declarant or the Association may require for the operation and maintenance of the Project; or (iii) that which is used or displayed in connection with any business permitted under this Declaration.

5.2.19. Mineral Exploration. No portion of the Project shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, gas, earth or any earth substance of any kind. No derrick or other structure designed for use in boring for water, oil, or other hydrocarbons or minerals of any kind or nature shall be erected, maintained or permitted on any portion of the Project.

5.2.20. Outdoor Play Apparatus, Sculptures, Flag Poles, and Art. Outdoor play apparatus, structures, basketball goals, backboards, swimming pools, spas or hot tubs, water features, tennis courts, sports courts, pickleball courts, and swing sets, sculptures, or outdoor art are subject to the Governing Documents.

5.2.21. Overhead Encroachments. Except as provided for herein, no tree, shrub or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, the Shared Driveway, private road, public road, pedestrian way, or other area from ground level to a height of eight (8) feet without the prior approval of the Board. Notwithstanding the foregoing, if any part of a healthy tree or shrub shall encroach upon an adjoining Lot, an easement for such encroachment and for the maintenance of the same shall and does exist, provided such encroachment does not create a hazardous, dangerous, unsafe or unsightly or otherwise objectionable condition, as determined by the Board acting on behalf of the Declarant. Upon consent of the Owner of the adjoining Lot, an encroaching Owner shall have the right to access the adjoining Lot to the extent reasonably necessary to maintain an encroaching tree or shrub.

5.2.20. Parking, Stowing and Towing. All Motor Vehicles, including Recreational Vehicles, and trailers associated therewith are subject to parking and storage restrictions as defined in the Governing Documents. Violations of any rules or restrictions related to parking and storage may result in the assessment of fines and/or towing.

5.2.21. Repair of Improvements. No Improvement on any Lot shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof, unless otherwise provided in this Declaration. In the event any Improvement is damaged or destroyed, then, subject to the approvals required by *Section 5.2.4* above, such Improvement shall be immediately repaired, rebuilt or demolished by the Owner thereof, unless otherwise provided in this Declaration. If any Improvement should be demolished, then the Owner shall at all times maintain the vacant Lot in a clean and slightly condition, and shall clear and shall continue to clear the Lot of any weeds, debris, garbage, tree pruning, or like items.

5.2.22. Roofs. To the full extent permissible under the Governing Documents or under State and federal law, no apparatus, structure or object shall be placed on the roof of a Residence or other Improvement without the prior written consent of the ARC. Any apparatus, structure or object approved by the ARC for placement on the roof of a Residence shall be mounted on the rear of the roof so that such apparatus or object is below the highest ridge on the roof. No air conditioning units or evaporative coolers extending from windows or protruding from roofs are permitted, except as installed by Declarant or as approved by the ARC. The Governing Documents may contain additional restrictions and conditions regarding the placement of apparatus, structures and objects on the roof of a Residence.

5.2.23. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller Lots or interests by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Declarant (or the Board following the expiration of the Period of

Declarant Control), which approval must be evidenced on the Plat or other instrument creating the subdivision, easement or other interest. This provision shall not apply to transfers of an ownership interest in the whole of any Lot. Further, this provision shall not, in any way, limit Declarant from subdividing or separating into Lots the Project, which has not previously been Platted or subdivided into Lots. No further covenants, conditions, restrictions or easements shall be recorded by any Owner or other Person against any Lot without the provisions thereof having been first approved in writing by the Declarant (or the Board following the expiration of the Period of Declarant Control), and any covenants, conditions, restrictions or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with a Governing Authority, unless the proposed use of the Lot complies with this Declaration.

5.2.24. Sight Distance at Intersections. All property located at road intersections shall be maintained so as to permit safe sight across the road corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

5.2.25. Signs. No signs (including, but not limited to commercial, political, "For Sale," "For Rent," and similar signs) which are visible from a Neighboring Property shall be erected or maintained on any Lot without the prior written consent of the Board except:

5.2.25.1. The Owner of a Residence may display one "For Sale" or "For Rent" sign as determined in the Governing Documents;

5.2.25.2. Signs erected and maintained by Declarant (or the Association pursuant to *Section 11.1.4*) pursuant to this Declaration;

5.2.25.3. Signs required by law;

5.2.25.4. Residence identification signs, provided the size, color, content and location of such signs have been approved in writing by the ARC;

5.2.25.5. Signs of Builders approved from time to time by the ARC as to number, size, color, design, content, location and type;

5.2.25.6. Such construction job identification signs and subdivision identification signs which are in conformance with the requirements of any Governing Authority and which have been approved in writing by the ARC as to number, size, color, design, content, and location; and

5.2.25.7. Signs identifying the entry way to locations of special interest, provided the size, color, content and location of such signs have been approved in writing by the ARC.

5.2.26. Tanks. Unless otherwise approved by Declarant or the Board, no tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on any Lot, unless such tanks are buried underground. Nothing herein shall be deemed to prohibit Use or storage upon any Lot of an above ground propane or similar fuel tank with a capacity of ten (10) gallons or less used in connection with a normal Residential gas barbecue, grill or fireplace or a spa or "hot tub", so long as any such tank either: (a) has a capacity of ten (10) gallons or less; or (b) is appropriately stored, used and/or screened, in accordance with the Governing Documents or as otherwise approved by the ARC. The Rules and Regulations may contain additional conditions and restrictions regarding the use and placement on a Lot of propane or similar fuel tanks. Notwithstanding the foregoing, Declarant or a Builder shall have the right to use above-ground tanks during the course of construction and related activities in the development of the Project as otherwise authorized by applicable Governing Authorities.

5.2.27. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style required by the County and approved by the Board. Such containers should be stored and made available for collection as provided for in the Rules and Regulations. All rubbish, trash and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot.

5.2.28. Utility Service. No lines, wires or other devices for communication or for the transmission of electric current or power, including telephone, television and radio signals, and cable information highways, shall be erected, placed or maintained anywhere in or upon any Lot, unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on Buildings or other structures as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control), except for:

5.2.28.1. Overhead power poles and lines to perimeter areas of the Project as approved by Declarant (or the Board following the expiration of the Period of Declarant Control); and

5.2.28.2. Boxes on the ground for electrical or communication connections, junctions, transformers and other apparatus customarily used in connection with such underground lines, wires and other devices as approved by the Declarant (or the Board following the expiration of the Period of Declarant Control).

5.2.28.3. All utilities within the Project shall be installed underground, unless otherwise specifically pre-approved by Declarant (or the Board following the expiration of the Period of Declarant Control). To the extent possible, utility lines, including without limitation cable television and gas lines, should be installed, repaired or replaced under existing roads, sidewalks and driveways by a method which will not disturb the paved surface of such road, sidewalk or driveway. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

5.2.29. Violations of Law. Any activity which violates local, State, or federal laws or Regulations is prohibited, and the Board may exercise the remedies provided for herein to compel an Owner to resolve the violation; however, the Board shall have no obligation to take enforcement action in the event of a violation.

5.3 Exculpations and Approvals

Declarant, the Association, the ARC and any of their agents may grant, withhold or deny their consent, permission or approval in any instance when their consent, permission or approval is permitted or required at their sole discretion and without any liability of any nature or kind to any Owner or any other Person for any reason whatsoever and shall be indemnified and held harmless by such Owner or other Person from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorneys' fees. Every consent, permission or approval by Declarant, the Association, the ARC or any of their agents under this Declaration shall be in writing and binding upon all Persons.

5.4 Variances

Subject to the provisions of the Governing Documents, the Board may, at its option and in extenuating circumstances, grant variances from the restrictions set forth in *Article V* of this Declaration or in the other Governing Documents, if the Board determines in its discretion (a) either (1) that a restriction would create an unreasonable hardship or burden on an Owner which hardship is not self-imposed by such Owner or (2) that a change of circumstances since the date this Declaration is Recorded has rendered such restriction obsolete and (b) that the activity permitted under the variance will not have any substantial adverse effect on the Owners and Residents of the Project and is consistent with the high quality of life intended for Owners and Residents of the Project.

ARTICLE VI - ORGANIZATION OF ASSOCIATION

6.1 Formation of Association

The Association shall be a Utah nonprofit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.2 Board of Directors and Officers

The affairs of the Association shall be conducted by a Board of three (3) or five (5) directors and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws, as the same may be amended from time to time. The initial Board shall be composed of three (3) directors appointed by Declarant, which initial Board shall be controlled by Declarant until the expiration of the Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. The Board may also appoint various committees and may appoint a Manager who shall, subject to the direction of the Board, be responsible for the day-to-day operation of the Association. The Board's responsibilities shall include, but shall not be limited to, the following:

6.2.1. administration;

6.2.2. preparing and administering an operational Budget;

6.2.3. establishing and administering an adequate Reserve Fund;

6.2.4. scheduling and conducting the annual meeting and other meetings of the Members;

6.2.5. collecting and enforcing the Assessments;

6.2.6. accounting functions and maintaining Records;

6.2.7. promulgation and enforcement of the Rules and Regulations; and

6.2.8. all the other duties imposed upon the Board pursuant to the Governing Documents, including the enforcement thereof.

6.3 Rules and Regulations

By a majority vote, the Board may, from time to time and subject to the provisions of this Declaration, adopt, amend and repeal Rules and Regulations. The Rules and Regulations may restrict and govern the Use of any area of the Project by any Member or Resident, by the family of such Member, or by any invitee, licensee or tenant of such Member; provided, however, that the Rules and Regulations shall be reasonable and consistent with the rest of the Governing Documents. No Rule or Regulation may discriminate among Members.

6.3.1. Notwithstanding any provision in this Declaration to the contrary, no rule, regulation or action of the Association, Board or Manager shall unreasonably impede Declarant's right to develop the Project.

6.3.2. ALL OWNERS ARE GIVEN NOTICE THAT THE USE OF THEIR LOT IS LIMITED BY THE RULES AND REGULATIONS AND ALL OTHER GOVERNING DOCUMENTS AS AMENDED, EXPANDED, AND OTHERWISE MODIFIED FROM TIME TO TIME. EACH OWNER, BY ACCEPTANCE OF A DEED, ACKNOWLEDGES AND AGREES THAT THE USE AND ENJOYMENT AND ABILITY OF HIS OR HER LOT CAN BE AFFECTED BY THIS PROVISION AND THAT THE GOVERNING DOCUMENTS MAY CHANGE FROM TIME TO TIME. ALL PURCHASERS OF LOTS ARE ON NOTICE THAT DECLARANT AND/OR THE BOARD MAY ADOPT CHANGES TO THE GOVERNING DOCUMENTS FROM TIME TO TIME. COPIES OF THE GOVERNING DOCUMENTS MAY BE OBTAINED FROM THE ASSOCIATION.

6.3.3. In addition to the right to adopt Rules and Regulations on the matters expressly mentioned elsewhere in this Declaration, the Association (through its Board) shall have the right to adopt Rules and Regulations with respect to all other aspects of the Association's rights, activities and duties, provided

said Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Governing Documents.

6.4 Personal Liability

No Member of the Board of the Association, no Member of any committee of the Association, no officer of the Association and no Manager or other employee of the Association shall be personally liable to any Member or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the ARC, the Manager, any representative or employee of the Association or any committee, committee Member or officer of the Association; provided, however, the limitations set forth in this *Section 6.4* shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

6.5 Professional Management

The Association may carry out through the Manager those of its functions which are properly subject to delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement may be terminated by the Declarant without cause at any time during the Period of Declarant Control. In addition, any such management agreement may be terminated by the Association without cause upon giving reasonable notice at any time after the expiration of the Period of Declarant Control.

6.6 Implied Rights

The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the Members. The Board may institute, defend, settle, or intervene on behalf of the Association in mediation, binding or non-binding arbitration, litigation, or administrative proceedings in matters pertaining to the enforcement of the Governing Documents, or any other civil claim or action. However, the Governing Documents shall not be construed as creating any independent legal duty of the Board to institute litigation on behalf of or in the name of the Association or its Members. In exercising the Association's rights and powers, making decisions on behalf of the Association, and conducting the Association's affairs, Members of the Board shall be subject to, and their actions shall be judged in accordance with, the standards set forth in the Articles and Bylaws. All final decisions of the Board shall be final and binding upon all associated Persons.

ARTICLE VII - MEMBERSHIPS AND VOTING

7.1 Membership

Every Person who is the Owner of a Lot shall be subject to Assessments and shall be a Member of the Association (provided, however, Declarant as a Class B Member shall be and shall remain a Member of the Association at all times that the Class B Member status exists with voting rights, notwithstanding its temporary exemption status from required Assessments payments). Each such Owner shall have the following number of Memberships:

7.1.1 Lots. One Membership for each Lot owned by the Member.

7.1.2. Intentionally omitted.

7.1.3. Each Membership shall be appurtenant to and may not be separated from ownership of a Lot to which the Membership is attributable. As provided in this *Section 7.1* above, there shall be only one

Membership for each Lot, which Memberships shall be shared by any joint Owners of, or Owners of undivided interests in a Lot.

7.2 Declarant

The Declarant shall be a Member of the Association for so long as the Declarant holds a Class B Membership pursuant to *Section 7.3.2* below or for owns any Lots within the Project and holds a Class A Membership.

7.3 Voting Rights

7.3.1. Class A. The Class A Memberships shall be all Memberships other than the Class B Memberships held by the Declarant. Each Owner shall be entitled to one (1) vote for each Class A Membership held by the Owner, subject to the authority of the Board to suspend the voting rights of the Owner for violations of this Declaration in accordance with the provisions hereof. Notwithstanding the forgoing, no vote shall be cast or counted for any Class A Membership not subject to Assessment.

7.3.2. Class B. The Class B Memberships shall be held only by the Declarant and any successor of Declarant who takes title to any Lot from Declarant for the purpose of development and sale and who is designated to be the owner of a Class B Membership in a Recorded instrument executed by Declarant. Except as provided in the preceding sentence, upon the sale of a Lot by Declarant, the transferee of such Lot shall automatically become the Owner of a Class A Membership. The Declarant shall initially be entitled to ten (10) votes for each Lot owned by Declarant. The Class B Memberships shall cease and shall be converted to Class A Memberships, on the basis of the number of Lots then owned by the Declarant, on the happening of the first of the following events (herein referred to as the "Event" or "Events"):

7.3.2.1. four (4) months after 75% of the Lots within the Project owned by Declarant have been conveyed to Owners other than Declarant; or

7.3.2.2. seven (7) years after Declarant and any successor in interest to the rights of Declarant as the Declarant under this Declaration has ceased to offer Lots for sale in the ordinary course of business; or

7.3.2.3 the day when Declarant, in its sole discretion, records an instrument in the Office of the Recorder in Summit County, Utah, that it voluntarily surrenders some or all of its rights to control activities of the Association following written notice to the Owners.

7.3.2.4. If and when Declarant elects to voluntarily relinquish control of the Association, described in *Section 7.3.2.3* above, Declarant shall send written notice of such relinquishment to the Board. The notice shall state the effective date of the relinquishment, which date shall be the effective date of the Event.

7.3.2.5. From and after the happening of such above-described Events, whichever occurs first, (i) the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot owned, (ii) the Board shall call an annual or special meeting, as applicable, in the manner described in the Bylaws to (A) advise the Owners of the termination of the Class B Member status, and (B) elect a new Board in accordance with *Section 6.2* above.

7.3.3. Voting Threshold. Except as otherwise expressly provided in this Declaration or in any of the other Governing Documents, any issue put to a vote by ballot without a meeting or at a duly called meeting of the Members at which a quorum is present shall be decided by a simple majority of all votes represented in Person or by valid proxy at such meeting.

7.4 Membership Rights

Each Member shall have the rights, duties and obligations set forth in this Declaration and such other rights, duties and obligations as are set forth in the Governing Documents, as the same may be amended from time to time. In any situation in which a Member is entitled personally to exercise the vote appurtenant to such Member's Lot and there is more than one Owner of a particular Lot, the vote associated

with such Lot shall be exercised as such co-Owners determine among themselves and as they then advise the Board in writing. Absent such written designation by joint Owners of a Lot, the Lot's vote shall be suspended, if more than one Persons seek to exercise it.

7.5 Transfer of Membership

The rights and obligations of the Owner of a Membership in the Association shall not be assigned, transferred, pledged, designated, conveyed or alienated in any way, except upon the transfer of ownership to an Owner's Lot and then only to the transferee of ownership to such Lot. A transfer of ownership to a Lot may be affected by Deed, intestate succession, testamentary disposition, foreclosure of a Mortgage or such other legal process as is now in effect or as may hereafter be established under or pursuant to the laws of the State of Utah. Any transfer of ownership to a Lot shall automatically operate to transfer the Membership(s) appurtenant to said Lot to the new Owner thereof.

ARTICLE VIII - COVENANT FOR ASSESSMENTS AND CREATION OF LIEN

8.1 Creation of Lien and Personal Obligation of Assessments

Declarant, for each Lot hereafter established within the Project, hereby covenants and agrees, and each Owner by acceptance of a Deed or other conveyance of a Lot (whether or not it shall be so expressed in such Deed or conveyance) is deemed to covenant and agree, to pay Assessments as provided in this Declaration. All Assessments shall be established and collected as hereinafter provided. No diminution or abatement of Assessments nor any decrease, offset or deduction shall be claimed or allowed by reason of any alleged failure of the Association or the Board to take some action or to perform some function required to be taken or performed by the Association or the Board under this Declaration or any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken by the Association or the Board to comply with any law, ordinance, or with any order or directive of any Governing Authority or other governmental authority. The obligation to pay Assessments shall be deemed to be a separate and independent covenant on the part of each Owner. The Assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing servitude and lien upon the Lot against which each such Assessment is made. The Assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of the Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to the successors in title of the Owner, unless expressly assumed by them. However, the lien upon the applicable Lot for any unpaid Assessments existing at the time of any transfer shall continue, notwithstanding such transfer, until the Assessments have been paid in full.

8.2 Property Assessable Upon Recording of Deed

ALL OWNERS ARE GIVEN NOTICE THAT THEIR LOT(S) SHALL BE SUBJECT TO FULL ASSESSMENT IN ACCORDANCE WITH THE TERMS OF THIS DECLARATION UPON ACCEPTANCE OF A DEED, REGARDLESS OF WHETHER OR NOT SUCH LOT(S) HAVE BEEN IMPROVED, EXCEPT AS OTHERWISE PROVIDED IN THIS DECLARATION. At the time a Deed is Recorded conveying a Lot to an Owner, such Lot shall thereupon be subject to the Assessments, and the Board shall levy such Assessments upon the Owner of the Lot at closing of the sale or purchase. Assessments shall be prorated for the remaining portion of the Assessment term, e.g. annual, semi-annual, quarterly or monthly basis, as determined by the Board. In any dispute, question or controversy regarding whether property is Assessable Property, the Board shall have the exclusive power and authority to decide such dispute, question or controversy, and any decision regarding the foregoing shall be conclusive and binding on all interested parties. All decisions of the Board regarding the foregoing shall be final and binding on all associated Persons.

8.2.1. Membership Initiation Fee. Upon the initial transfer of a Lot from the Declarant to a Person, in addition to Assessments being prorated for the remaining portion of the Assessment term, a one-time Membership Initiation Fee shall be charged as an Individual Assessment at closing in an amount equaling the next full quarter of Assessments. All Membership Initiation Fees assessed shall be deposited into the Reserve Fund to be used for the purposes described in *Section 8.3.3.4 herein.* The Membership Initiation Fee shall not be charged on subsequent transfers of a Lot.

8.3 Assessments

Assessments shall be computed and assessed against all Lots as follows:

8.3.1. Purpose of Assessments. The Assessments provided for herein are assessed and collected by the Board for the purpose of obtaining from the Owners the funds necessary to enable the Association to pay the Common Area Expenses incurred by the Association in the performance of the responsibilities and duties of the Association as set forth in the Governing Documents.

8.3.2. Creation of Assessments. Owners shall pay Assessments as they may be calculated and charged from time to time by the Board.

8.3.3. Budget. At least annually the Board shall prepare and adopt a Budget for the Association.

8.3.3.1. Itemization. The Budget shall set forth an itemization of the anticipated Common Area Expenses for the 12-month calendar year, commencing the following January 1.

8.3.3.2. Basis. The Budget shall be based upon advance estimates of cash requirements by the Board to provide for the payment of all estimated Common Area Expenses. Estimates shall include but are not limited to expenses of management, grounds maintenance, taxes and Special Assessments, premiums for all insurance which the Board is required or permitted to maintain, community lighting and heating, water charges, repairs and maintenance of specified areas and replacement of those elements of the specified areas that must be replaced on a periodic basis, wages for Association employees or contractors, legal and accounting fees, any deficit remaining from a previous period, the creation of a reasonable contingency reserve, surplus or sinking fund, Capital Improvements, general reserve fund, and other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under and by reason of this Declaration.

8.3.3.3. Presentation of the Budget. The Board shall present the adopted Budget to the Members at a meeting of the Members called for the purpose of the presentation of the Budget, which may be the annual meeting of the Members or a special meeting of the Members called for that purpose. The Budget shall be deemed approved and effective unless, within forty-five (45) days after the date of the meeting at which the Board presented the Budget to the Members, there is a vote of disapproval by at least fifty-one percent (51%) of all the Members entitled to vote , which vote shall be taken at a special meeting called for that purpose by the Members pursuant to the terms of this Declaration or the Bylaws. Notwithstanding the foregoing, if the Members disapprove all or a portion of the Budget, for the succeeding year, then and until such time as a new Budget shall have been adopted by the Board, the Budget last adopted by the Board (and not disapproved by the applicable Members) shall continue as the Budget for any category of the Common Area Expenses until the Board adopts another Budget, which Budget is not disapproved by a Majority of the Members affected thereby. Notwithstanding anything in this *Section 8.3.3.3.* to the contrary, Members shall have no right to disapprove a Budget during the Period of Declarant Control.

8.3.3.4. Reserve Fund. The Board shall cause the Association to establish and maintain a Reserve Fund to cover the cost of repairing, replacing or restoring Improvements to the Shared Driveway that have a useful life of three (3) years or more and a remaining useful life of less than thirty (30) years, if the cost of repairing, replacing or restoring such Improvements cannot reasonably be funded from the Budget or other funds of the Association (the "Reserve Fund").

Pursuant to *Section 57-8a-211* of the Utah Code, the Board shall cause a Reserve Fund analysis to be conducted as required by law. After the initial Reserve Fund analysis is conducted, the Board shall review and, if necessary, update a previously conducted Reserve Fund analysis on a periodic basis. The Board may conduct a Reserve Fund analysis itself or may engage a reliable Person or organization, as determined by the Board, to conduct the Reserve Fund analysis.

8.3.3.4.1. The Board may not use money in the Reserve Fund: (i) for daily maintenance expenses, unless a Majority of the Members vote to approve the Use of the Reserve Fund money for that purpose; or (ii) for any purpose other than the purpose for which the Reserve Fund was established.

8.3.3.4.2. The Board shall maintain the Reserve Fund separately from other funds of the Association.

8.3.3.4.3. The foregoing may not be construed to limit the Board from prudently investing money in the Reserve Fund, subject to any investment constraints imposed by the Articles or the Bylaws.

8.3.3.4.4. The Association shall annually provide Members a summary of the most recent Reserve Fund analysis or update and shall provide a copy of the complete Reserve Fund analysis or update to any Member who requests a copy of the same.

8.3.3.4.5. In formulating the Budget each year, the Board shall include a Reserve Fund line item in an amount the Board determines, based on the Reserve Fund analysis to be prudent. Within forty-five (45) days after the day on which the Association adopts its annual Budget, the Members may veto the Reserve Fund line item by a fifty-one percent (51%) vote of the allocated voting interests of the Members in a special meeting called by the Members for the purpose of voting whether to veto a Reserve Fund line item. If the Members veto a Reserve Fund line item as provided in the foregoing sentence, and if a Reserve Fund line item exists in the previously approved Budget of the Association that was not vetoed, the Association shall fund the Reserve Fund in accordance with the prior Reserve Fund line item that was not vetoed.

8.3.4. Uniform Rate of Assessments. The annual Assessments shall be allocated equally to the Owners who are responsible for the payment of such Assessments, as applicable, and may be collected on an annual, semi-annual, quarterly or monthly basis, as determined by the Board. The dates and manner of payment shall be determined by the Board. The Board has the sole authority and discretion to determine how and when the Assessments are to be paid.

8.3.5. Failure to Assess. The omission or failure of the Board to fix the Assessments amounts or rates or to deliver notice of an Assessments to each Owner shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any Assessments. In such event, each Owner shall continue to pay annual Assessments on the same basis as for the last year for which Assessments were made until new annual Assessments are made, at which time any shortfalls in collections may be assessed retroactively by the Board.

8.3.6. Personal Obligation of Owner. Owners are personally liable to pay all Assessments. Provided, however, no Mortgagee (but not the seller under an executory contract of sale such as a uniform real estate contract, land sales contract, or other similar instrument), who obtains title to a Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to the acquisition of title. For purposes of this *Section*, the term "Owner" means and refers jointly and severally to: (i) the Owner of both the legal and equitable interest in any Lot, (ii) the owner of Record in the Official Records, and (iii) both the buyer and seller under any executory sales contract or other similar instrument.

8.3.7. Statements of Account.

8.3.7.1. Statement of Account Unassociated with Sale, Transfer or Refinance. Upon written request, the Association shall furnish to any Owner a written statement of any Assessments due, if any, on such Owner's Lot. The Association may require the advance payment of a processing charge not to exceed twenty-five dollars ($25.00) for the issuance of such statement.

8.3.7.2. Payoff Statement Associated with Sale, Financing, Refinancing or Closing. Upon written request to the Association's primary contact designated under Section *57-8a-105(3)(d)* of the Utah Code by an Owner's closing agent who is assisting the Owner with the financing, refinancing or closing of the sale of the Owner's Lot, the Association shall furnish a payoff statement to the closing agent within five (5) business days. The Association may charge a reasonable fee associated with the request up to fifty dollars ($50.00), however payment of the fee shall not be required before closing.

8.3.7.2.1. To be effective, the written request to the Association referenced in *Section 8.3.7.2* above shall contain (i) the name, telephone number and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information; and (iii) is accompanied by a written consent for the release of the payoff information (A) identifying the person requesting the information as a person to whom the payoff information may be released and (B) signed and dated by an owner of a Lot for which the payoff is requested.

8.4 Special Assessments

In addition to the other Assessments authorized herein, the Association may levy Special Assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Improvement upon Shared Driveway, including fixtures and personal property related thereto, or for the purpose of defraying other extraordinary Common Expenses, provided that, except as provided in *Section 8.4.1* below, any such Special Assessment shall have the ascent of a majority of the votes of the Members who are voting in Person or by proxy at a meeting duly called for such purpose or by written approval of such Members. The provisions of this *Section 8.4* are not intended to preclude or limit the assessment, collection or Use of Assessments, other than Special Assessments. Special Assessments may be collected as specified by the Board, unless otherwise determined by the majority vote of the Members of the Association approving the Special Assessment.

8.4.1. Board Based Assessment. So long as the total Special Assessment does not exceed ten percent (10%) of the total of all budgeted Common Area Expenses in any one fiscal year (the "Special Assessment Limit"), the Board may impose the Special Assessment upon Class A Members which are not exempt, as determined by the Board, without the approval of the Members to be assessed a Special Assessment.

8.4.2. Association Approval. Any Special Assessment which would exceed the Special Assessment Limit shall be effective only if approved by a Majority of the Members to be assessed a Special Assessment. The Board in its discretion may allow any Special Assessment to be paid in installments.

8.5 Individual Assessments

Individual Assessments shall be levied by the Board against an Owner of a Lot to reimburse the Association for:

8.5.1. fines levied and costs incurred in enforcing the Governing Documents;

8.5.2. costs associated with the maintenance, repair or replacement of matters for which the Owner is responsible;

8.5.3. any other charge, fee, dues, expense, or cost designated as an Individual Assessment in the Governing Documents; and

8.5.4. attorneys' fees, interest, and other charges relating thereto as provided in this Declaration.

8.6 Collection of Assessments

All Assessments must be paid in a timely manner and shall be collected as follows:

8.6.1. Time is of the Essence. Time is of the essence, and all Assessments shall be paid promptly when due.

8.6.2. Delinquent Assessments. Any Assessments which are not paid when due are delinquent (Delinquent Assessments) and shall constitute a lien against the Lot affected, which lien shall attach automatically, regardless of whether an Assessment Lien is Recorded.

8.6.3. Late Assessments, Interest and Collection Costs. Any Assessments that remain unpaid for a period of more than ten (10) days shall incur a late charge of twenty-five dollars ($25.00) or ten percent (10%) of the delinquent amount, whichever is greater. Interest at the rate of one-and-one-half percent (1.5%) per month shall accrue on all delinquent amounts commencing on the due date thereof and continuing until the Delinquent Assessments plus any expenses incurred by the Association in collection of Delinquent Assessments, including reasonable attorneys' fees and costs, and accrued interest is paid in full. The Board may, in its discretion, change the amount of the late fee and/or the interest rate that accrues on Delinquent Assessments and/or waive accrued interest, but the Board is not required to do so.

8.6.4. Notice of Delinquency. The Association shall give a notice of delinquency to any Owner who has not paid his Assessments in a timely manner. However, the Association shall be entitled to assess late charges and interest as provided in this Declaration, regardless of the date on which any such notice of delinquency is given.

8.6.5. Acceleration. The Board may, at its option and in its discretion, elect to accelerate the entire amount of the annual Assessments or the remaining Assessments for the fiscal year attributed to a delinquent Owners and all accrued but unpaid interest thereon. If, however, the annual Assessments are accelerated and an Owner subsequently files bankruptcy or the Board otherwise decides acceleration is not in its best interest, the Board, at its option and in its discretion, may elect to decelerate the obligation.

8.6.6. Notice of Lien. If any Delinquent Assessment in a notice of lien evidencing the unpaid amounts, accrued interest, late charges, attorneys' fees, the cost of a foreclosure or abstractor's report, and any other additional charges permitted by law should be Recorded (Assessment Lien), then the lien provided for in this *Section* shall be for the benefit of the Association on behalf of all other Owners who have been assessed a similar Assessment by the Association. It may be executed by the Association's President, Treasurer, Manager, attorney or any other designated agent.

8.6.7. Foreclosure of Lien and/or Collection Action. If any Delinquent Assessment remain unpaid, the Association may, as determined by the Board, institute suit to collect the amounts due and/or foreclose the Assessment Lien.

8.6.8. Personal Obligation. Each Owner, by acceptance of a Deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessment as a debt or to foreclose an Assessment Lien in the same manner as mechanics liens, mortgages, Deeds of trust or encumbrances may be foreclosed.

8.6.9. No Waiver. No Owner may waive or otherwise exempt himself or herself or itself from liability for the Assessments provided for herein by the abandonment of such Owner's Lot or because of a suspension of rights as described in *Section 4.1.1*.

8.6.10. Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or to perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with

an order or directive of any governing or other governmental authority. The obligation to pay Assessments shall be a separate and independent covenant on the part of each Owner.

8.6.11. Application of Payments. All payments shall be applied first to satisfy all Delinquent Assessments, then to satisfy current Assessments, next attorney's fees and costs and lastly accrued interest.

8.6.12. Establishment of Assessment Period. The period for which the Assessment is to be levied (Assessment Period) shall be the calendar year, except that the first Assessment Period shall commence upon the Recording of this Declaration and terminate on December 31 of such year. The Board in its discretion from time to time may change the Assessment Period by Recording an instrument specifying the new Assessment Period.

8.6.13. Rules Regarding Billing and Collection Procedures. The Board shall have the right to adopt rules setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of the Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to a Member shall not relieve any Member of his or her liability for any Assessment or charge under this Declaration, but the Assessment Lien therefor shall not be foreclosed or otherwise enforced until the Member has been given not less than thirty (30) days written notice prior to the commencement of such foreclosure or enforcement, at the address of the Member on the Records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after the delinquency of such payment. The Association shall be under no duty to refund any payments received by it, even though the ownership of a Membership changes during an Assessment Period. Successor Owners of Lots shall be given credit for prepayments, on a prorated basis, made by prior Owners. The amount of the Assessments against Members who become such during an Assessment Period shall be prorated.

8.6.14. Declarant's Duty to Fund Deficits. Beginning on the date of the recordation hereof, and continuing until the expiration of the Period of Declarant Control, Declarant shall either (i) fund the difference, if any, between the amount of Assessments payable by Owners other than Declarant and the actual Common Area Expenses incurred by the Association for each Assessment period (the "Association Deficit"); or (ii) pay Assessments on its unsold Lots as described more fully below. In the event Declarant elects to fund the Association Deficit, the Declarant will pay outright to the Association an amount equal to the Association Deficit ("Declarant Payment"). After the expiration of the Period of Declarant Control, Declarant shall pay outright Assessments on each Lot it owns. Each Assessment payment made by Declarant and each Declarant Payment, if any are made, may be satisfied by Declarant's cash payment or may be satisfied by "in kind" contributions of services or materials, or a combination of the same. If Declarant uses "in kind" contributions, then the nature and value of such contributions must be agreed to in writing between the Declarant and the Board.

ARTICLE IX - ENFORCEMENT OF PAYMENT OF ASSESSMENTS AND ENFORCEMENT OF ASSESSMENT LIEN

9.1 Association as Enforcing Body

Except as otherwise set forth in this Declaration, the Association, as the agent and representative of the Members, shall have the exclusive right to enforce the provisions of this Declaration.

9.2 Association's Enforcement Remedies

If any Member fails to pay the Assessments when due, the Association may enforce the payment of the Assessments and/or Assessment Lien by taking one or more of the following actions, concurrently or separately (and by exercising any of the remedies hereinafter set forth, the Association does not prejudice or waive its right to exercise any other remedy):

9.2.1. Suit. Bring an action at law and recover judgment against the Member personally obligated to pay the Assessments; and/or

9.2.2. Foreclosure. Foreclose the Assessment Lien against the Lot in accordance with the then prevailing Utah law relating to the foreclosure of realty mortgages or Deeds of trust (including the right to recover any deficiency), the method recognized under Utah law for the enforcement of a mechanic's lien which has been established in accordance with *Chapter 1a, Title 38,* Utah Code Annotated, as amended from time to time, or any other means permitted by law, and the Lot may be redeemed after foreclosure sale, if provided by law.

9.2.2.1. Trustee to Facilitate Foreclosure. In order to facilitate the foreclosure of any such lien in the manner provided at law for the foreclosure of Deeds of trust, Declarant hereby designates Matthew Hutchinson, attorney at law, as Trustee, and Declarant hereby conveys and warrants pursuant to *Sections 57-1-20 and 57-8a-302* of the Utah Code to Trustee, with power of sale, the Lots and all of the Improvements to the Lots within the Project for the purpose of securing payment of all of the Assessments under the terms of this Declaration. Each Owner, by accepting a Deed to a Lot, also hereby conveys and warrants to Trustee, with power of sale, each Lot acquired by such Owner and all of the Improvements thereon for the purpose of securing payment of all of the Assessments under the terms of this Declaration and such Owner's performance of such Owner's obligations set forth herein. The Board may, at any time, designate one or more successor trustees, in the place of Trustee, in accordance with the provisions of Utah law for the substitution of trustees under Deeds of trust. Such Trustee, and any successors, shall not have any other right, title or interest in the Lot beyond those rights and interests necessary and appropriate to foreclose any liens against Lots arising pursuant hereto. In any such foreclosure, the Owner of the Lot being foreclosed shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

9.2.2.2. Notwithstanding the subordination of an Assessment Lien as described in *Section 8.3*, the delinquent Member shall remain personally liable for the Assessments and related costs after such Member's Membership is terminated by foreclosure or Deed in lieu of foreclosure or otherwise.

9.2.3. Collection of Lease Payments from Tenant. Each Owner by accepting a deed to a Lot hereby irrevocably appoints the Association as the Owner's attorney-in-fact to collect rent from any Person renting the Owner's Lot if the Owner is delinquent. Provided that the Board complies with the requirements of *Section 57-8a-310,* as amended, supplemented or replaced from time to time, the Board may require a residential tenant under a lease with an Owner to pay the Association all future lease payments due to the Owner if the Owner fails to pay an Assessment for a period of more than sixty (60) days after the Assessment is due and payable. Before requiring a tenant to pay lease payments to the Association, Declarant, the Association's Board or Manager shall give the Owner notice that shall state (i) the amount of the Assessment due, including any interest, late fee, collection cost and attorney's fees, (ii) that any costs of collection, including attorney's fees, and other Assessments that become due may be added to the total amount due and be paid through the collection of lease payments, and (iii) that the Association intends to demand payment of future lease payments from the Owner's tenant if the Owner does not pay the amount owing within fifteen (15) days.

9.2.3.1. If the Owner fails to pay the amount owing within 15 days after the notice described in *Section 9.2.3* herein, Declarant or the Association's Board or Manager may exercise the Association's rights herein by delivering a written notice to the tenant. The notice shall state that (i) because of the Owner's failure to pay Assessments within the required time, the Board has notified the Owner of the Board's intent to collect all lease payments until the amounts owing are paid; (ii) Utah law requires the tenant to make all future lease payments, beginning with the next

monthly or other periodic payments, to the Association, until the amount owing is paid; and (iii) the tenant's payment of lease payments to the Association does not constitute a default under the terms of the lease with the Owner. A copy of the notice to the tenant shall be sent to the Owner.

9.2.3.2. The tenant to whom notice under *Section 9.2.3.1* is given shall pay to the Association all future lease payments as they become due and owing to the Owner: (i) beginning with the next monthly or other periodic payment after the notice is delivered to the tenant and (ii) until the Association notifies the tenant that the amount owing is paid.

9.2.3.3. The Owner shall credit each payment that the tenant makes to the Association under this *Section* against any obligation that the tenant owes to the Owner as though the tenant made the payment to the Owner and may not initiate a suit or other action against the tenant for failure to make a lease payment that the tenant pays to an Association as required under this *Section.*

9.2.3.4. Within five (5) business days after the amount owing is paid, Declarant, the Board or Manager shall notify the tenant in writing that the tenant is no longer required to pay future lease payments to the Association. A copy of the written notice shall be sent to the Owner.

9.2.3.5. The Association shall deposit the money paid under this *Section* in a separate account and disburse the money to the Association until the amount owing is paid and any cost of administration, not to exceed twenty-five dollars ($25.00) is paid. Within five (5) days of the amounts owing being paid in full, the Association shall pay any remaining balance to the Owner.

9.2.4. Suspension of Right to Vote for Non-Payment. At the discretion of the Board, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of any Assessments and has failed to cure or make satisfactory arrangements to cure the default after reasonable notice of at least ten (10) days.

9.3 Priority of Lien

The Assessment Lien provided for herein shall be subject and subordinate to liens for taxes and other public charges which by applicable law are expressly made superior. Except as above provided and except as provided in *Section 17.5*, the Assessment Lien shall be superior to any and all charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon each Lot. The sale or transfer of any Lot shall not affect the Assessment Lien, except as provided in *Section 17.5*.

9.4 Attorneys' Fees and Costs

In any action taken pursuant to *Section 9.2*, the Member shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Assessments together with the Association's collection costs and attorneys' fees.

ARTICLE X - USE OF FUNDS; BORROWING POWER; OTHER ASSOCIATION DUTIES

10.1 Purposes for Which Association's Funds May Be Used

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Project and the Members and Residents by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of all land, properties, Improvements, facilities, services, projects, programs, studies and systems, within the Project, which may be necessary, desirable or beneficial to the general common interests of the Project, the Members and the Residents. The following are some, but not all, of the areas in which the Association may seek to aid, promote and provide for such common benefit: maintenance of landscaping on the Shared Driveway , and public right-of-way and drainage areas within the Project; insurance; communications; utilities; public services; indemnification of

officers and directors of the Association and any committees created by the Association; and compliance with any Governing Document. The Association also may expend its funds as otherwise permitted under the laws of the State of Utah.

10.2 Borrowing Power

The Association may borrow money in such amounts, at such rates, upon such terms and security, and for such periods of time as is necessary or appropriate as determined by the Board without a vote of the Members.

10.3 Association's Rights in Spending Funds from Year to Year

The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of Assessments, fees or otherwise), and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE XI - MAINTENANCE

11.1 Shared Driveway

The Association, or its duly delegated representative, shall maintain and otherwise manage all improvements to the Shared Driveway.

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

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

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

11.2 Maintenance and Use of Lots

Except as provided in *Section 11.1* above, each Residence, Improvement, and Lot shall be properly maintained by the Owner so as not to detract from the appearance of the Project and so as not to affect adversely the value or Use of any other Residence, Improvement, or Lot.

11.2.1. Failure to Maintain; Corrective Action Necessary. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being Used in a manner which violates this Declaration applicable thereto, or in the event the Owner of any Lot is failing to perform any of its obligations under the Governing Documents, the Board may by resolution make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen (14)-day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to:

11.2.1.1. enter the Lot and cause such action to be taken, and the cost thereof shall be added to and become a part of the Assessment (including interest at the rate of eighteen percent (18%) per annum) to which the offending Owner and the Owner's Lot is subject and shall be secured by the Assessment Lien;

11.2.1.2. Record a notice of violation;

11.2.1.3. impose a fine commensurate with the severity of the violation; and/or

11.2.1.4. bring an action at law and recover judgment of specific performance and/or damages against the Owner and including costs and attorneys' fees.

11.2.2. In any action taken pursuant to *Section 11.2.1* above, the Owner shall be personally liable for, and the Assessment Lien shall be deemed to secure the amount of, the Association's collection costs and attorneys' fees.

ARTICLE XII - ARCHITECTURAL REVIEW COMMITTEE

12.1 The Committee

12.1.1. Composition of ARC. Declarant hereby establishes an Architectural Review Committee for Lilac Hill East (the ARC), which shall be responsible to carry out all of the other responsibilities assigned to the ARC herein and other Governing Documents. The ARC shall be composed of three (3), five (5) or seven (7) individuals or entities the Declarant determines in its sole discretion, who need not be Members of the Association. All Members of the ARC shall be appointed, removed, and replaced by Declarant in its sole discretion, until the expiration of the Period of Declarant Control, and at that time the Board shall succeed to Declarant's right to appoint, remove, or replace the Members of the ARC.

12.1.2. Term. Except for two of the initial members of the ARC appointed by Declarant (whose term shall be two (2) years), the term of office of each member of the ARC, subject to *Section 12.1.1.* hereof, shall be one (1) year, commencing January 1 of each year, and continuing until his successor shall have been appointed. Should an ARC member die, retire, resign, become incapacitated, or in the event of a temporary absence, a successor may be appointed as provided in *Section 11.1*. The Declarant may remove any member of the ARC at any time for any cause without notice.

12.1.3. Chair of the ARC. So long as Declarant appoints the ARC, Declarant shall appoint the chairman. At such time as the ARC is appointed by the Board, the chairman shall be elected annually from among the Members of the ARC by majority vote of said Members The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each Member of the ARC prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any Member. In the absence of a chairman, the party responsible for appointing or electing the chairman may appoint or elect a successor, or if the absence is temporary, a temporary successor.

12.1.4. Voting. The affirmative vote of a majority of the Members of the ARC shall govern its actions and be the act of the ARC. A quorum shall consist of all three members regardless of the number of members.

12.1.5. Consultants. The ARC may avail itself of technical and professional advice and consultants as it deems appropriate.

12.1.6. ARC-Related Expenses; Plan/Review Fee. Except as provided below, all expenses of the ARC shall be paid by the Association. The ARC shall have the right to charge a fee as an Individual Assessment related to each application submitted to it for architectural review, in an amount which may be established by the Board from time to time upon consultation with the ARC. The review fee shall be collected by the ARC and remitted to the Association to defray the expenses of the ARC's operation. The review fee may not exceed the actual cost of reviewing and assessing the Owner's application and related plans.

12.2 Purpose of the ARC

The ARC shall review, study and either approve, reject or request additional information and materials in support of Owner's application related to the proposed Improvements to a Lot, all in

compliance with the Governing Documents specifically including the any guidelines adopted and established from time to time by the ARC which are incorporated by reference.

12.2.1. The ARC shall exercise its best judgment to see that all Improvements conform and harmonize with any existing Buildings as to external design, quality and type of construction, materials, color, location on the Lot, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Governing Documents.

12.2.2. The ARC shall exercise its best judgment to see that each Owner and/or Builder undertakes its development of a Lot, including but not limited to, the Private Roads, public roads, and major infrastructure, in compliance with the Governing Documents.

12.2.3. Except for Improvements made by Declarant, no Improvement on a Lot shall be erected, placed or altered on any Lot nor shall any construction be commenced until plans for such Improvements have been approved by the ARC.

12.2.4. The actions of the ARC in the exercise of its discretion by its approval or disapproval of plans and other information submitted to it, or with respect to any other matter before it, shall be conclusive and binding on all interested parties subject to the Owner's right to appeal the procedure of which is described in the Bylaws.

12.3 Limitation of Liability

The ARC shall use reasonable judgment in approving or disapproving all plans and specifications submitted to it. Neither the ARC, nor any individual ARC Member, shall be liable to any Person for any official act of the ARC in connection with submitted plans and specifications, except to the extent the ARC or any individual ARC Member acted with gross negligence or was guilty of willful misconduct. Approval by the ARC does not necessarily assure approval by the appropriate Governing Authority. Notwithstanding that the ARC has approved plans and specifications, neither the ARC nor any of its Members shall be responsible or liable to any Owner, developer, or contract holder with respect to any loss, liability, claim, or expense which may arise by reason of such approval of the construction of any Improvements. Neither the Board, the ARC, or any agent thereof, nor Declarant or any of its shareholders, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of the Governing Documents, nor for any structural or other defects in any work done according to such plans and specifications. In all events the ARC shall be defended and indemnified by the Board in any such suit or proceeding which may arise by reason of the ARC's decision. The Board, however, shall not be obligated to indemnify each Member of the ARC to the extent any such Member of the ARC shall be adjudged to be liable for gross negligence or willful misconduct in the performance of his duty as a Member of the ARC, unless and then only to the extent that the Court in which such action or suit may be brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expense as such court shall deem proper.

12.4 Intentionally omitted.

ARTICLE XIII – RIGHTS AND POWERS OF ASSOCIATION

13.1 Association's Rights and Powers as set Forth in Articles and Bylaws

In addition to the rights and powers of the Association set forth in this Declaration, the Association shall have such rights and powers as are set forth in its Articles and Bylaws, in the other Governing Documents and in the Utah Revised Nonprofit Corporation Act, Utah Code *Ann. § 16-6a-101*, et seq. Such rights and powers, subject to the approval thereof by any agencies or institutions deemed necessary by Declarant, may encompass any and all things which a natural Person could do or which now or hereafter may be authorized by law, provided such Articles and Bylaws are not inconsistent with the provisions of this Declaration and the other Governing Documents and are necessary, desirable or convenient for

effectuating the purposes set forth in this Declaration. After incorporation of the Association, a copy of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association during reasonable business hours by prior appointment.

13.2 Association's Rights of Enforcement

The Association, as the agent and representative of the Owners and Members, shall have the right to enforce, by any proceeding at law or in equity, the Covenants set forth in this Declaration and/or any and all Covenants, restrictions, reservations, charges, servitudes, Assessments, conditions, liens or easements provided for in any contract, Deed, Declaration or other instrument which (i) shall have been executed pursuant to, or subject to, the provisions of this Declaration, or (ii) otherwise shall indicate that the provisions of such instrument were intended to be enforced by the Association or by Declarant. In the event suit is brought or arbitration is instituted or an attorney is retained by the Association to enforce the terms of this Declaration or any other Governing Document and the Association prevails, the Association shall be entitled to recover, in addition to any other remedy, reimbursement for attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith, including but not limited to the Association's administrative costs and fees. Said attorneys' fees, costs and expenses shall be the personal liability of the breaching Owner and shall also be secured by the Assessment Lien against said Owner's Lot. If the Association should fail to act within a reasonable time, any Owner shall have the right to enforce the Covenants set forth in this Declaration.

13.3 Contracts with Others for Performance of Association's Duties

Subject to the restrictions and limitations contained herein, the Association may enter into contracts and transactions with others, including the Declarant and its affiliated companies, and such contracts or transactions shall not be invalidated or in any way affected by the fact that one or more Board Members or officers of the Association or Members of any committee are employed by or otherwise connected with Declarant or its affiliates, provided that the fact of such interest shall be disclosed or known to the other Board Members acting upon such contract or transaction, and provided further that the transaction or contract is fair and reasonable. Any such Board Member, officer or committee Member may be counted in determining the existence of a quorum at any meeting of the Board or committee of which he or she is a Member which shall authorize any contract or transaction described above or grant or deny any approval sought by the Declarant, its affiliated companies or any competitor thereof and may vote to authorize any such contract, transaction or approval with like force and effect as if he or she were not so interested

13.4 Declarant-Related Disputes; Pre-Litigation Requirements

13.4.1. Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that the Owner is purchasing from Declarant or any aspect of the Project, all prior to purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot, the Project, are in at the time of purchase, Owner acknowledges and agrees that it would be inequitable later to seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners and the Association acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) and the Association acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Association and each Owner (by purchasing a Lot) acknowledge and agree that each Owner takes ownership and possession of the Lot, and AS IS, WHERE IS, with no warranties of any kind (except as set forth in a written warranty, this

Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular Use, or of habitability.

13.4.2. Notice of Claim and Opportunity to Cure. All claims and disputes of any kind that any Owner or the Association may have involving the Declarant or any its agents, employees, executing officers, Managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot or any other component of the Project (a "Dispute"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "Notice of Claim"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have one hundred and fifty (150) days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If the Dispute is not resolved within the one hundred and fifty (150)-day right to cure period, then with respect to any claims, actions or Disputes that the Association (but not an individual Owner) desires to pursue, the "Pre-Litigation Requirements" set forth below must be satisfied in full before initiating formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this *Section* shall immediately apply again, and any pending action or proceedings shall be stayed during the one hundred and fifty (150)-day period.

13.4.3. Pre-Litigation Requirements. Notwithstanding any other provision to the contrary in this Declaration, the Association shall not file, commence or maintain any lawsuits, actions or legal proceedings against Declarant, the individual Managers, owners, Members or officers of Declarant, Declarant's contractors, engineers or architects, or any other Person or entity involved in the design or construction of the Residences unless and until the Notice of Claim requirements set forth above have been satisfied, and all of the following Pre-Litigation Requirements have been satisfied:

13.4.3.1. The Association has obtained a legal opinion from an attorney licensed to practice law in Utah having at least ten years of experience, with the legal opinion providing in substance the following: (a) a description of the factual allegations and legal claims to be asserted in the action; (b) an analysis of the facts and legal claims explaining why it would be in the best interests of the Association to file and pursue such action, taking into account the anticipated costs and expenses of litigation, the likelihood of success on the merits of the claims, and the likelihood of recovery if a favorable judgment is obtained by the Association; and (c) providing a Budget of the estimated amounts of legal fees, costs, expert witness fees and other expenses likely to be incurred in connection with such action (the "Litigation Budget");

13.4.3.2. A copy of the opinion letter described above has been provided to all Owners, and, after the Owners have had a reasonable period of time to review the opinion letter, the decision for the Association to file the subject action has been approved by the Owners (excluding Declarant) who collectively hold at least sixty-seven percent (67%) of the voting rights of all of the Owners within the Project; and

13.4.3.3. The Association has collected funds from the Owners, by Special Assessment or otherwise, equal to at least fifty percent (50%) of the Litigation Budget as set forth in the opinion letter obtained as described above.

13.4.3.4. If any claims or actions of the Association are filed without satisfying all of the requirements of *Section 13.4.3* listed above, such claims/action shall be dismissed without prejudice and shall not be re-filed unless and until all such requirements have been satisfied. In any action to enforce the requirements of this *Section 13.4*, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

13.4.3.5. The purposes of these requirements include, but are not limited to, the following: (a) to minimize the risks to the Association of pursuing litigation involving claims that lack merit; (b) to minimize the risks of becoming involved in litigation that is unlikely to be successful or, even if successful, will not result in meaningful recovery sufficient to justify the costs and expenses of litigation; and (c) to avoid becoming involved in litigation without sufficient support from the Members financially and otherwise.

For purposes of clarity, this *Section 13.4* and the requirements set forth herein shall not apply to any actions or legal proceedings (a) filed by the Association to recover payment of any Assessments or other amounts required to be paid by Owners to the Association under this Declaration, or (b) filed by individual Owners relating solely to their own Lot. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners or for the Association.

ARTICLE XIV – INSURANCE AND FIDELITY BONDS

14.1 Hazard Insurance

The Association shall at all times maintain in force insurance satisfying the insurance requirements set forth in *Sections 57-8a-401* through *57-8a-407* of the Utah Code, as such *Sections* may be amended, supplemented or replaced from time to time, which may include the following coverages: all insurable Improvements, if any, on the Shared Driveway, or owned by the Association; but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. If blanket all-risk insurance is not reasonably available, then at a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and Use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Shared Driveway, exclusive of land, foundations, excavation, and other items normally excluded from coverage. The insurance policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a guaranteed replacement cost endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an agreed amount endorsement (which waives the requirement for co-insurance); or (2) a replacement cost endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the policy includes a coinsurance clause, an agreed amount endorsement (which waives the requirement for coinsurance). The maximum deductible amount for such policy shall be determined by the Board.

14.1.1. The Association shall have no obligation to provide any insurance for any structure or Building located on Lot within the Project.

14.2 Policy Requirements

The name of the insured under each policy required to be maintained by the foregoing *Section 14.1* shall be the Association for the use and benefit of the individual Owners. Notwithstanding the requirement of the immediately foregoing sentence, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (as hereinafter defined) with whom the Association has entered into an agreement (referred to herein as an Insurance Trust Agreement), or any successor to such Insurance Trustee, for the Use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's First Mortgagee. Each Owner and each such Owner's First Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and First Mortgagee upon request.

14.2.1. Each policy required to be maintained by the foregoing *Section 14.1* shall contain the standard Mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional Mortgage investors in the area in which the Project is located.

14.2.2. Each policy required to be maintained by the foregoing *Section 14.1* shall provide, if available, for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Owners individually; a provision that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively, and a provision that the policy is primary in the event the Owner has other insurance covering the same loss.

14.3 Fidelity Bonds or Insurance

The Association shall at all times maintain in force and pay the premiums for "blanket" fidelity bonds or insurance, including but not limited to, directors' and officers' insurance for the benefit of all Members of the Board, officers and Members of committees and subcommittees appointed by the Board or otherwise established pursuant to the provisions of this Declaration, for all officers, agents, and employees of the Association and for all other Persons handling or responsible for funds of or administered by the Association. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Manager shall provide "blanket" fidelity bonds or insurance, with coverage identical to such bonds required of the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including Reserve Funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of coverage.

14.4 Liability Insurance

The Association shall maintain in force and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Shared Driveway and public ways in the Project, if any, all other areas of the Project that are under the Association's supervision. The coverage limits under such policy shall be in amounts generally required by private institutional Mortgage investors for projects similar to the Project in construction, location, and Use. Nevertheless, such coverage shall be for at least two million dollars ($2,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of Persons in connection with the operation, maintenance, or use of the Shared Driveway, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall provide that it may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

14.5 Annual Review of Policies and Coverage

All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Shared Driveway, and Improvements thereon which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration and the requirements of any applicable laws. In the event any of the insurance coverage provided for in this *Article XIV* is not available at a reasonable cost or is not reasonably necessary to provide the Association with adequate insurance protection, as determined by the Board, the Board shall have the right to obtain different insurance coverage or insurance coverage which does not meet all of the requirements of this *Article XIV* so long as, at all times, the Board maintains insurance coverage on a basis which is consistent with the types and amounts of insurance coverage obtained for projects similar to the Project.

ARTICLE XV - DAMAGE OR DESTRUCTION

15.1 Association as Attorney in Fact

Each and every Owner hereby irrevocably constitutes and appoints the Association as such Owner's true and lawful attorney-in-fact in such Owner's name, place, and stead for the purpose of dealing with personal property owned by the Association on behalf of the Owners upon damage or destruction as provided in this *Article* or a complete or partial taking as provided in *Article XVI* below. Acceptance by any grantee of a Deed or other instrument of conveyance from the Declarant or from any Owner shall constitute, appointment of the attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, assignment, Deed, waiver, or other instrument with respect to the interest of any Owner which may be necessary or appropriate to exercise the powers granted to the Association as attorney-in-fact. All proceeds from the insurance required hereunder shall be payable to the Association except as otherwise provided in this Declaration.

15.2 Estimate of Damages or Destruction

As soon as practical after an event causing damage to or destruction of any part of the personal property owned by the Association, the Association shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part thereof so damaged or destroyed. "Repair and reconstruction" as Used in this *Article XV* shall mean restoring the damaged or destroyed Improvements to substantially the same condition in which they existed prior to the damage or destruction.

15.3 Repair and Reconstruction

As soon as practical after obtaining estimates, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Improvements. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

15.4 Funds for Repair and Reconstruction

The proceeds received by the Association from any hazard insurance shall be used for the purpose of repair, replacement, and reconstruction of such affected personal property. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to *Section 8.4*, levy, assess, and collect in advance from all Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair and reconstruction.

15.5 Disbursement of Funds for Repair and Reconstruction

The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for in *Section 15.4* above constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be retained by the Association to pay for future Common Area Expenses.

15.6 Notice to First Mortgagees

The Association shall give timely written notice to any holder of any First Mortgage on a Lot who requests such notice in writing in the event of substantial damage to or destruction of a material part of the personal property owned by the Association.

ARTICLE XVI - CONDEMNATION

16.1 Rights of Owners

Whenever all or any part of the Project shall be taken or conveyed in lieu of and under threat of condemnation, each Owner shall be entitled to notice of the taking, but the Association shall act as attorney-in-fact for all Owners in the proceedings incident to the condemnation proceeding, unless otherwise prohibited by law.

ARTICLE XVII - MORTGAGEE REQUIREMENTS

17.1 Notice of Action

Upon written request made to the Association by a Mortgagee, or an insurer or governmental guarantor of a Mortgage, which written request shall identify the name and address of such Mortgagee, insurer or governmental guarantor and the Lot number or the address of the Residence, any such Mortgagee, insurer or governmental guarantor shall be entitled to timely written notice of:

17.1.1. Any condemnation loss or any casualty loss which affects a material portion of the Project or any Lot on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

17.1.2. Any delinquency in the payment of Assessments owed by an Owner, whose Lot is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days;

17.1.3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association; and

17.1.4. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in *Section 17.2* below or elsewhere herein.

17.2 Matters Requiring Prior Eligible Mortgagee Approval

Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the votes of the Members in the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control) and of Eligible Mortgagees holding Mortgages on Lots having at least fifty-one percent (51%) of the votes of the Lots subject to Mortgages held by Eligible Mortgagees shall be required to:

17.2.1. Dissolve the Association after substantial destruction or condemnation occurs. Dissolution of the Association for any other reason shall require the affirmative vote or authorization of Eligible Mortgagees holding Mortgages on Lots having at least sixty-seven percent (67%) of the votes of the Members in the Association owning Lots subject to Mortgages held by Eligible Mortgagees.

17.2.2. Amend any material provision of this Declaration, the Articles, Bylaws or Plat after the expiration of the Period of Declarant Control and the Declarant no longer owns any portion of the Project. "Material Provisions" shall mean any provision substantially altering the following (an amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors for clarification only):

17.2.2.1. Increases in Assessments that raise the previous annual Assessment amount by more than thirty percent (30%);

17.2.2.2. Redefinition of any Lot boundaries encumbered by a Mortgage held by an Eligible Mortgage (except as otherwise permitted by this Declaration);

17.2.2.3. A decision by the Association to establish self-management if professional management had been required previously by this Declaration;

17.2.2.4. Restoration or repair of the Project (after damage or partial condemnation) in a matter other than that specified in this Declaration; or

17.2.2.5. Any provisions that expressly benefit Mortgagees, insurers or guarantors.

17.3 Mortgagee Approval

Any Mortgagee, insurer or governmental guarantor who receives a written request from the Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified, with a "return receipt" requested.

17.4 Availability of Documents and Financial Statements

The Association shall maintain and have current copies of the Governing Documents and other rules concerning the Project as well as its own books, Records, and financial statements available for inspection by Owners or by holders, insurers, and guarantors of Mortgages that are secured by Lots. Generally, these documents shall be available during normal business hours by prior appointment.

17.5 Subordination of Lien

The lien or claim against a Lot for unpaid Assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Lot, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Lot shall take the same free of such lien or claim for unpaid Assessments or charges, but only to the extent of Assessments which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a Deed or assignment in lieu of foreclosure. No Assessment, lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, the purchaser at the Mortgage foreclosure or Deed of trust sale, or any grantee taking by Deed in lieu of foreclosure, of the Lot affected or previously affected by the First Mortgage concerned.

17.6 Payment of Taxes, Charges or Premiums

In the event any taxes or other charges which may or have become a lien on the Project are not timely paid, or in the event the required hazard insurance described in *Section 14.1* lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or obtain such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

17.7 Priority

No provision of this Declaration or the other Governing Documents gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Lots.

17.8 Mortgagee Notice Information.

Upon request, the Association may request from an Owner and an Owner has the obligation to furnish the name and address of a holder of any mortgage encumbering such Owner's Lot for purposes of providing notice under this *Section*.

ARTICLE XVIII – TERM; AMENDMENTS; TERMINATION

18.1 Term; Method of Termination

This Declaration shall be effective upon the date of the Recording hereof and, as amended from time to time, shall continue in full force and effect for a term of fifty (50) years from the date this Declaration is Recorded. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten (10) years each, unless there is an affirmative vote to terminate this Declaration by the then Members casting sixty-seven percent (67%) of the total votes of all of the Members cast at an election held for such purpose (or otherwise approved for such purpose in writing) within six months prior to the expiration of the initial effective period hereof or any ten-year extension. This Declaration may be terminated at any time, if Members casting at least sixty-seven percent (67%) of the Members eligible to vote shall be cast in favor of termination at an election held for such purpose. Anything in the foregoing to the contrary notwithstanding, no vote to terminate this Declaration shall be effective unless and until written consent to such termination has been obtained, within a period from six (6) months prior to such vote to six (6) months after such vote, from Eligible Mortgagees of fifty-one percent (51%) of the Lots upon which there are such Eligible Mortgages. If the necessary votes and consents are obtained, the Board shall cause to be Recorded a "Certificate of Termination," duly signed by the President or Vice President attested by the Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to the terms set forth in its Articles.

18.2 Amendments

18.2.1. Amendment by Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners eligible to vote shall be required and shall be sufficient to amend this Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Association. In such instrument, the Association shall certify that the vote required by this *Section* for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgagees is required for such amendment, that such approval has been obtained.

18.2.2. Amendment by Declarant. Until the expiration of the Period of Declarant Control, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project. Any such amendment hereunder shall be effected by the Recording by Declarant of a Certificate of Amendment duly signed by the Declarant.

18.3 Declarant's Control

It is the desire and intent of Declarant to retain control of the Association and its activities throughout the Period of Declarant Control. If any amendment requested pursuant to the provisions of this *Article XVIII* deletes, diminishes or alters such control, Declarant alone shall have the right to amend this Declaration to restore such control.

ARTICLE - XIX DECLARANT'S RIGHTS

19.1 Declarant's Rights; Duration of Rights

19.1.1. Declarant Rights. The purpose of this *Article XIX* is to set forth certain Declarant rights, and to refer, for ease of reference, to certain other Declarant rights set forth in this Declaration. The purpose

of this *Article XIX* shall in no way be a limitation of any rights of Declarant otherwise set forth in this Declaration.

19.1.2. Duration of Rights. The rights of Declarant set forth in this Declaration that refer to this *Article XIX* shall extend for a period of time ending when Declarant no longer owns any portion of the Project or such earlier date as determined by Declarant, in its sole and absolute discretion ("Declarant's Rights Period").

19.1.3. Scope. The rights and privileges of Declarant, its successors, designees and assigns, as herein set forth or referred to above are in addition to and in no way limit any other rights or privileges of Declarant, its successors, designees and assigns, under any of the Governing Documents. The provisions above, like other provisions of this Declaration, grant or reserve rights to and for Declarant that may not be suspended, superseded or modified in any manner unless same is consented to in writing by Declarant, and such rights may be assigned in writing by Declarant in whole or in part as Declarant deems appropriate. As used in this Declaration, the words "its successors or assigns" specifically do not include purchasers of Lots unless specifically designated as such in a Supplemental Declaration.

19.2 Rights During Period of Declarant Control

19.2.1. Period of Declarant Control. The "Period of Declarant Control" under this Declaration shall commence upon the Recording of this Declaration and shall terminate upon the happening of an Event described in *Section 7.3.2* above. During the Period of Declarant Control, Declarant, as holder of the right to vote the Memberships owned by Declarant, shall have the sole right to appoint all of the Directors as provided in this Declaration.

19.2.2. Right to Amend to Preserve Control. *See* Section 18.3.

19.2.3. Right to Delegate. Declarant shall have the right to delegate certain of its rights and responsibilities under this Declaration (including, but not limited to, management of the Association) to the Owners without terminating the Period of Declarant of Control. If and when Declarant elects to delegate rights and responsibilities to the Owners, Declarant shall send written notice of such delegation to the Board. Notwithstanding anything herein to the contrary, the termination of the Period of Declarant Control shall only occur upon the happening of an Event described in *Section 7.3.2*.

19.3 Transfer of Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be assigned and transferred to other Persons or entities, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective, unless it is in a written instrument signed by the Declarant and duly Recorded. Without limiting the generality of the foregoing, Declarant may by such Recorded instrument establish that Declarant and such Person or Persons be Co-Declarants under this Declaration, in which event such Persons shall be deemed collectively the Declarant for all purposes under this Declaration, and any ownership of portions of the Project by any such Persons shall be considered owned by Declarant. So long as Declarant continues to have rights under this *Article XIX*, no Person or entity shall Record any declaration of Covenants, conditions and restrictions, or similar instrument affecting any portion of the Project without Declarant's review and written consent thereto, and any attempted Recording without compliance herewith shall result in such declaration of Covenants, conditions and restrictions or similar instrument being void and of no force and effect, unless subsequently approved by a Recorded consent signed by Declarant.

19.4 Declarant's Rights in the Association

Until Declarant no longer owns any portion of the Project, the Association shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

19.4.1. prohibit or restrict in any manner the sales and marketing program of Declarant or the leasing activities of Declarant;

19.4.2. decrease the level of maintenance services provided by the Association;

19.4.3. diminish the powers of the ARC as stated herein;

19.4.4. terminate or waive any rights of the Association under this Declaration;

19.4.5. alter or amend this Declaration, the Articles of Incorporation or the Bylaws;

19.4.6. convey, lease, Mortgage, alienate or pledge any easements in the Project;

19.4.7. accept the conveyance, lease, Mortgage, alienation or pledge of any real or personal property to the Association;

19.4.8. terminate or cancel any easements granted hereunder or by the Association;

19.4.9. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

19.4.10. restrict Declarant's rights of Use, access and enjoyment of any of the Project; or

19.4.11. cause the Association to breach or default on any obligation of it under any contract or this Declaration.

In any such matter, Declarant's consent may be exercised by its representative on the Board or other Person designated to so act by Declarant.

19.5 Right of Declarant to Disapprove Actions

19.5.1. From the expiration of the Period of Declarant Control and until the Declarant no longer owns any portion of the Project, Declarant shall have a right to disapprove actions of the Board and any committees, as is more fully provided in this *Section*. This right shall be exercisable only by Declarant, its successors, and assigns who specifically take this power in a Recorded instrument, or who become a successor Declarant pursuant to a Recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, Declarant may exercise its right to disapprove actions of the Board and any committees and the Association shall not take any action or implement any policy, program or rule or regulation previously approved by the Association that Declarant has disapproved.

19.5.2. This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee or the Board or the Association. Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and Regulations.

19.6 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Project

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such

development and the construction associated therewith, the quiet Use and enjoyment of the Project and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Project owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and Use as a result of the development and construction of any portion of the Project. Each Owner on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns agrees that the development, construction and completion of the Project may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, personal representatives, successors, Mortgagees, lienors and assigns does hereby release Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

19.7 Declarants Rights in Connection with Development

Declarant has conducted site development and constructed Buildings and Improvements related thereto. The completion of that work and the sale, resale, rental and other disposal of Lots is essential to the establishment and welfare of the Community. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Governing Documents or any amendment thereto shall be understood or construed to prevent Declarant, its successors or assigns, or its or their contractors or subcontractors and their representatives from:

19.7.2. erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such Buildings as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Lilac Hill East as a Community and disposing of the same by sale, lease or otherwise; or

19.7.3. conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing Improvements on such property and of disposing of Lots therein by sale, resale, lease or otherwise, including, but not limited to, placing signs and directional posts of any kind, shape or size, on any portion of the Project in Declarant's sole discretion.

19.7.4. Declarant hereby retains an easement over, under and through the Project, including without limitation each and every Lot, for development of the Community and to accomplish the purposes set forth herein, provided no such easement shall materially interfere with the Use of a Lot by the Owner of such Lot. Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Project, so long as Declarant owns any portion of the Project primarily for development and/or resale.

19.7.5. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant or its duly authorized agents, of Buildings, Improvements or signs necessary or convenient to the development or sale of the Project.

19.8 Future Easements and Modifications

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, Covenants and rights of way, to modify the boundary lines and to Plat or Re-Plat portions of the Project, for development of the Community. The Association and each Owner and Mortgagee of a portion of the Project agree to execute and deliver any and all agreements, documents, Plats and instruments that are necessary or desirable to accomplish the same.

19.9 Construction and Marketing

19.9.1. In recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of the Project, Declarant hereby reserves for itself, its successors, designees and assigns, the right to grant easements over, under and through the Project and use all other portions of the property owned by Declarant or the Association in conjunction with and as part of its program of selling, leasing, constructing, marketing and developing any property owned or controlled by Declarant or its successors, designees or assignees including, but not limited to, the right to enter and transact business, maintain management offices, maintain models and sales, resales and rental offices, place signs, employ sales and rental personnel, carry on construction, store construction materials and construct and assemble construction components, show Lots owned by Declarant, and Use any portion of the Project, Lots, and other Improvements owned by Declarant or the Association for purposes set forth above without any cost to Declarant and its successors, designees and assigns for such rights and privileges.

19.9.2 Construction, Sales and Management Offices. In addition, Declarant, its successors, designees and assigns, shall have the right to construct, maintain and use sales, resales, rental, management and construction offices within the Community. Any models, sales areas, sales, resales or rental centers, management offices, parking areas, construction offices, signs and any other designated areas or other property pertaining to the sale, construction and marketing efforts of Declarant shall remain the property of Declarant or its designees, as the case may be.

19.9.3 Declarant shall have the right to construct, maintain and repair Buildings and landscaping and other Improvements to be located on any portion of the Project owned by Declarant or the Association as Declarant deems necessary or appropriate for the development of any portion of the Project. Declarant's Use of any portion of the Project as provided in this *Section* shall not be a violation of the Association Documents. Notwithstanding anything to the contrary herein, the right of Declarant to maintain a resale office on any portion of the Project owned by Declarant or the Association in connection therewith shall be for a term coterminous with the term of the Declaration and shall not terminate at the expiration of the time described in *Section 18.1* above.

19.11 Sales Material

So long as Declarant continues to have rights under this *Article XIX*, all sales, promotional, and advertising materials, and all forms for Deeds, contracts for sale, and other closing documents for the Platting, development and sale of property in the Project by any Builder shall be subject to the prior approval of Declarant, which approval may be withheld at Declarant's sole and exclusive discretion. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents and, if disapproved, the specific changes requested. If Declarant fails to so notify any Builder within such thirty (30)-day period, Declarant shall be deemed to have disapproved such materials and documents. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

19.12 Modifications

Declarant reserves for itself and its assigns the right to vary the timing, mix, type, Use, style, and numbers of Lots within any portion of the Project. Notwithstanding any other provision of this Declaration to the contrary, Declarant, without obtaining the consent of any other Owner or Person, shall have the right to make changes or modifications to its development plan with respect to any property owned by Declarant in any way which Declarant desires including, but not limited to, changing the density of all or any portion of the property owned by Declarant or changing the nature or extent of the Uses to which such property may be devoted.

19.13 Assignment of Rights

Declarant reserves the right, in its sole and absolute discretion, to assign all or part of its rights under this Declaration.

19.14 Amendment

This *Article XIX* may not be amended without the express written consent of Declarant.

ARTICLE XX - MISCELLANEOUS

20.1 Interpretation of the Covenants

Except for judicial construction, the Association, by its Board, shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefited or bound by the Covenants and provisions hereof.

20.2 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

20.3 Change of Circumstances

Except as otherwise expressly provided in this Declaration, no change of conditions or circumstances shall operate to extinguish, terminate or modify any of the provisions of this Declaration.

20.4 Declarant's Disclaimer of Representations

Anything to the contrary in this Declaration notwithstanding, and except as otherwise may be expressly set forth on a Plat or other Recorded instrument, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Project can or will be carried out, or that any land (whether or not it has been subjected to this Declaration) is or will be committed to or developed for a particular (or any) Use, or if that land is once Used for a particular use, such Use will continue in effect. Not as a limitation of the generality of the foregoing, the Declarant expressly reserves the right at any time and from time to time to amend the Governing Documents.

20.5 References to the Covenants in Deeds

Deeds or any instruments affecting any Lot or any part of the Project may contain the Covenants herein set forth by reference to this Declaration; but regardless of whether any such reference is made in any Deed or instrument, each and all of the Covenants shall be binding upon the grantee-Owner of all Lots within the Project and upon all other Persons claiming an interest in any Lot through any instrument and upon such Persons' executors, administrators, successors and assigns.

20.6 List of Owners and Eligible Members

The Board shall maintain up-to-date Records showing: (1) the name of each Person who is an Owner, the Lot number and street address of the Lot which is owned by the Owner, an alternate preferred address of such Person, if any has been registered with the Association, and the number of votes the Owner is entitled to cast; and (2) the name of each Person who is an Eligible Mortgagee, and the address of such

Person and the Lot which is encumbered by the Mortgage held by such Eligible Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Lot, the transferee shall furnish the Board with evidence establishing that the transfer has occurred in the form of a Deed or other instrument accomplishing the transfer which has been Recorded. The Board may for all purposes act and rely on the information concerning Owners and Lot ownership which is acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Lot obtained from the Office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Lot owned by such Person, unless the Board is otherwise advised. The list of Owners shall be made available by the Board to any Owner for purposes deemed appropriate by the Board upon such Owner's written request and upon such Owner's payment of any copying charges and such Owner's execution of a privacy and nondisclosure statement prepared by the Board. In order for the Board to determine whether an Owner's written request for a list of the Owners or for other documents and Records maintained by the Board will be granted, the Owner's written request must be specific as to the types of Records being requested, and the Owner shall identify in the written request the purpose for which the Records are being requested. The Board shall then determine whether the purpose is proper and whether the Owner's request is made in good faith. The Board shall also determine whether the Records requested by the Owner are directly connected to the purpose deemed proper by the Board. In all cases, the Board shall comply with the requirements of Utah Code *Ann. § 57-8a-227* or any successor statutes, in responding to an Owner's request to examine or copy any of the Records of the Association.

20.7 General Obligations

Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Lots, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Lot, unless otherwise expressly provided herein.

20.8 Rights of Action

Subject to the provisions of this Declaration, the Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of this Declaration or the decisions of the Association.

20.9 Successors and Assigns of Declarant

Any reference in this Declaration to Declarant shall include any successors or assigns of Declarant's rights and powers hereunder.

20.10 Gender and Number

Wherever the context of this Declaration so requires, words used in the masculine gender shall include the feminine and neuter genders; words used in the neuter gender shall include the masculine and feminine genders; words in the singular shall include the plural; and words in the plural shall include the singular.

20.11 Captions and Titles

All captions, titles or headings of the *Articles* and *Sections* in this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the intent or context thereof.

20.12 Notices

Any notice permitted or required to be delivered as provided herein shall be delivered consistent with the processes described in the Bylaws.

20.13 Number of Days

In computing the number of days for purposes of any provision of this Declaration or the Articles or Bylaws, all days shall be counted including Saturdays, Sundays, and holidays; provided however, that if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day shall be deemed to be the next day which is not a Saturday, Sunday, or legal holiday.

20.14 Use of Lilac Hill East Term

No Person shall use the term "Lilac Hill East" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term "Lilac Hill East" in printed or promotional materials where such term is used solely to specify that a particular Lot is located within the Project.

20.15 Power of Attorney

Each Owner hereby unconditionally and irrevocably appoints the Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Declaration.

[Signatures to follow on next page]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day first above written.

LILAC HILL EAST DEVELOPMENT, INC, a Delaware corporation

By: Matthew B. Hutchinson
Its: Authorized Signatory

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged to me this 18th day of July, 2023, by Matthew B. Hutchinson, the authorized signatory for LILAC HILL EAST DEVELOPMENT INC., a Delaware corporation.

TASSIE WILLIAMS
Notary Public, State of Utah
Commission # 712003
My Commission Expires
May 19, 2024

NOTARY PUBLIC
Residing at: Summit County, Ut
My commission expires:
5-19-2024

EXHIBIT A

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1-5, Lilac Hill East Subdivision, according to the official plat thereof on file in the Summit County Recorder's Office.

Parcel Nos.: LHES-1
LHES-2
LHES-3
LHES-4
LHES-5

EXHIBIT B

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

ARTICLE OF INCORPORATION

OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.,

A Utah non-profit corporation

EXHIBIT C
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR LILAC HILL EAST

BYLAWS OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.

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BYLAWS OF

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BYLAWS OF

LILAC HILL EAST OWNERS ASSOCIATION, INC.

ARTICLE 1 – NAME, OFFICE, DEFINITIONS

1.01 Name

Lilac Hill East Owners Association, Inc. (the "Association") is a Utah nonprofit corporation.

1.02 Principal Office.

The Association's principal office shall be initially located at 1225 Deer Valley Drive, Suite 201, Park City, Utah 84060. The Association may change its principal office to the office of any professional management company retained by the Association to perform some of the duties of the Association arising under the Declaration.

1.03 Definitions.

The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms herein shall have the same meaning as set forth in Article I of the Declaration of Covenants, Conditions, Easements and Restrictions for Lilac Hill East (the "Declaration"), as Recorded, and as may be amended and supplemented from time to time unless otherwise defined herein or under the Utah Revised Nonprofit Corporation Act, *Section 16-6a-et seq. of the Utah Code* (the "Act") for which these Bylaws shall operate.

ARTICLE 2 – MEMBERSHIP, VOTING AND MEETINGS,

2.01 Membership and Voting

Provisions governing Membership in the Association and the voting rights of its Members are set forth in *Article VII* of the Declaration.

2.02 Annual Meeting

The annual meeting of the Owners shall be held at a time designated by the Board during the month of January each year, or at such other date designated by the Board, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the election of Directors shall not be held on the date designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board may from time to time by resolution change the date and time for the annual meeting of the Owners.

2.03 Special Meetings

Except as otherwise prescribed by statute or the Declaration, special meetings of the Owners, for any purpose, may be called by (1) the president voluntarily, (2) by a majority of the Directors or (3) by the president at the written request of Owners entitled to vote thirty percent (30%) or more of the total votes of

the Members of the Association with such written request to state the purpose or purposes of the meeting and to be delivered to the Board.

2.04 Place of Meetings

The Board may designate the Association's principal offices or any place within Wasatch or Summit County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

2.05 Notice of Meeting

The Board shall cause written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than twenty (20) nor more than sixty (60) days before the date of the meeting to each Owner entitled to vote at such meeting. Notice shall be delivered in accordance with *Section 10.02 herein.* For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a Record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the Person or Persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

(a) Adjourned or Rescheduled Meetings. If an annual or special meeting of the Members is adjourned to a different date, time or place, notice need not be given if the rescheduled meeting is no earlier than 24 hours and no later than twenty (20) days of the original meeting and is announced at the original meeting before adjournment.

2.06 Quorum

Subject to and except as otherwise required by law, the Declaration, or the Articles, as amended, the presence in person or by proxy of 20% or more Owners entitled to vote shall constitute a quorum. If a quorum is not present at any Owners meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time consistent with *Section 2.05(a)* above. Those Owners present at the rescheduled meeting and entitled to vote shall constitute a quorum at the rescheduled meeting, regardless of the number of Owners present at the rescheduled meeting. Notwithstanding the foregoing provisions of this *Section*, however, in any case in which the Declaration requires the affirmative vote of a certain percentage of Owners for authorization or approval of a matter, their consent, in person, by proxy or in writing is required for authorization or approval of the item, regardless of the quorum requirements.

2.03 Proxies

Votes may be cast in person or by proxy. Proxies must comply with *Section 16-6a-712* of the Utah Code, as such *Section* of the Utah Code may be amended, supplemented or replaced from time to time. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. Timely submitted proxies shall remain effective for adjourned or rescheduled meetings. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

2.04 Majority Vote

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 3 - BOARD OF DIRECTORS

3.01 Number and Election of Directors

The Board of Directors (the "Board") shall consist of three (3) or five (5) Directors. There shall be three (3) initial Directors, appointed by Declarant, identified in the Articles set forth in Exhibit B attached hereto and incorporated herein. The initial Board shall be controlled by Declarant until the expiration of the

Period of Declarant Control. At the first meeting after the expiration of the Period of Declarant Control, three Members of the Board shall be elected by the Owners; two Members shall be elected for two-year terms and one Member shall be elected for a one-year term. Thereafter, all Members of the Board shall be elected for staggered two-year terms. If the Board is expanded to five (5) Directors, the election shall happen on the year that only one (1) Director is elected. Despite the expiration of a Director's term, the Director shall continue to serve until the election and qualification of a successor or until there is a decrease in the number of Directors, or until such Director's earlier death, resignation, or removal from office.

3.02 Director Qualifications

After the Period of Declarant Control expires, Directors shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as a Director of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation. Provided, that nothing in the previous sentence shall require an officer or Director of the Association to also be an Owner.

3.03 Removal, Resignation, and Replacement of Directors

(a) Removal of Directors. During the Period of Declarant Control, Declarant shall appoint and remove any and all Directors. After the expiration of the Period of Declarant Control, each Director may be removed, with or without cause, by a majority vote of all Owners of the Lots entitled to vote.

(b) Resignations. Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(c) Replacement of Directors. A vacancy on the Board created by the removal, resignation, or death of a Director appointed or elected by the Owners shall be filled by the remaining Directors until the next annual meeting of Owners, at which time the Owners shall elect a Director to fulfill the then-remaining term of the replaced Director. Any Director elected or appointed pursuant to this *Section* shall hold office for the remainder of the unexpired term of the Director who was replaced.

3.04 Regular Meetings

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

3.05 Special Meetings

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three (3) days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone or by electronic means (i.e. e-mail, text messaging or other

similar manner). Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

3.06 Quorum

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, by the Declaration, or by these Bylaws, decide any question brought before such meeting.

3.07 Waiver of Notice

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director, except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

3.08 Informal Action by Directors

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing (which may include consent by email without a signature), setting forth the action so taken, shall be signed (or approved by email without a signature) by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 4 - OFFICERS AND AGENTS

4.01 General

The officers of the Association shall be a president, vice president, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One Person may hold any two offices, except that no Person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

4.02 Officer Qualifications

After the Period of Declarant Control expires, officers shall be Class A Members or a Person associated with a Class A Member. No individual who is a Class A Member (as defined in the Declaration) may serve as an officer of the Association if that individual, or if such individual is associated with a Class A Member, the Class A Member associated with that individual, is delinquent in the payment of any dues, fees, Assessments, or the like arising out of the Declaration, these Bylaws, or the Association's Articles of Incorporation, or is otherwise in material default of any of the Covenants within the Declaration, Bylaws, or the Articles of Incorporation.

4.03 Removal of Officers

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4.04 Vacancies

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

4.05 President

The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and Record amendments to the Declaration on behalf of the Association.

4.06 Vice President

The vice president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president, and shall perform such other duties as the Board or the president shall prescribe. If neither the president nor the vice president is able to act, the Board shall appoint a Member of the Board to do so on an interim basis.

4.07 Secretary

The secretary shall:

(a) keep the minutes of the proceedings of the Owners meetings and of the Board meetings,

(b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;

(c) be custodian of the corporate Records and of the seal of the Association and affix the seal to all documents when authorized by the Board;

(d) maintain at the Association's principal offices a Record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is Mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

4.08 Treasurer

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his/her duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his/her possession or under his/her control belonging to the Association. The treasurer shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 5 - COMMITTEES

5.01 Designation of Committees

The Board may from time to time designate committees as appropriate to help in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall be comprised of Members and shall include at least one (1) Board member. No committee member shall receive compensation from the Association or receive a waiver from the Association for any amount of assessments for services that he or she may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his or her duties as a committee member to the extent that such expenses are approved by the Board and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his or her capacity as a committee member.

5.02 Proceedings of Committees.

Each committee designated by the Board may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board.

5.03 Quorum and Manner of Acting

At each meeting of any committee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board shall act only as a committee, and the individual members thereof shall have no powers as such.

5.04 Resignation and Removal

Any member of any committee designated hereunder may resign at any time by delivering a written resignation to the President, the Board, or the presiding officer of the committee of which he or she is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board may at any time, for or without cause, remove any member of any committee.

5.05 Vacancies

If any vacancy shall occur in any committee designated by the Board, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled by the Board at any meeting of the Board.

ARTICLE 6 - INDEMNIFICATION

6.01 Indemnification: Third Party Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is, or was, a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if he or

she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

6.02 Indemnification: Association Actions.

The Association shall indemnify any person who was, or is, a party, or is threatened to be made a party, to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Board member, or is, or was, serving at the request of the Association as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association, unless, and only to the extent, that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

6.03 Determinations.

To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in *Sections 6.01 or 6.02* hereof, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith. Any other indemnification under *Sections 6.01 or 6.02* hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he or she has met the applicable standard of conduct set forth respectively in *Sections 6.01 or 6.02* hereof. Such determination shall be made either (i) by the Board by a majority vote of disinterested Board members or (ii) by independent legal counsel in a written opinion, or (iii) by the Members by the affirmative vote of at least fifty-one percent (51%) of those Members entitled to vote at any meeting duly called for such purpose.

6.04 Advances

Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately is determined that he or she is entitled to be indemnified by the Association as authorized by this Article or otherwise.

6.05 Scope of Indemnification.

The indemnification provided for by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Declaration, Bylaws, agreements, vote of disinterested members or Board members, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding

such office. The indemnification authorized by this Article shall apply to all present and future Board members, officers, employees, and agents of the Association and shall continue as to such persons who cease to be Board members, officers, employees, or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

6.06 Insurance

The Association shall purchase and maintain insurance on behalf of any person who was or is a Board member, officer, employee, or agent of the Association, or who was, or is, serving at the request of the Association as a trustee, director, officer, employee, or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by the Declaration.

6.07 Payments and Premiums

All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this Article shall constitute Common Area Expenses of the Association and shall be paid with funds from the Association.

ARTICLE 7- EVIDENCE OF OWNERSHIP, REGISTRATION OF MAILING ADDRESS, AND LIEN HOLDERS

7.01 Proof of Ownership

Upon the transfer of a fee or an acceptance of a Deed to a Lot in the Project, any Person becoming an Owner shall furnish to the Association a photocopy or a certified copy of the Deed or Recorded instrument vesting that Person with an ownership interest in the Lot. Such copy shall remain in the files of the Association.

7.02 Registration of Mailing Address

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten (10) days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such Persons as are authorized to represent the interests of all Owners of the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

7.03 Liens; Mortgagees

Any Owner who Mortgages or grants a deed of trust securing such Owner's Lot shall give the Association written notice of the name and address of the Eligible Mortgagee.

ARTICLE 8 - SECURITY INTEREST IN MEMBERSHIP

Owners shall have the irrevocable right to constitute and appoint a holder of a Mortgage or Deed of trust their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association in which such Owner is entitled to vote and to vest in such holder any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by such holder with the secretary of the Association. A release of the Mortgage or

Deed of trust covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors or grantors of a Deed of trust, of their duties and obligations as Owners or to impose upon the holder of a Mortgage or Deed of trust the duties and obligations of an Owner.

ARTICLE 9 - AMENDMENTS

9.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

9.02 Owners

Subject to any rights conferred upon holders of a security interest in the Declaration, the Owners may, by the vote of the holders of at least fifty-one percent (51%) of the votes of the Owners entitled to vote, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 10 - MISCELLANEOUS

10.01 Notice to Association and Board

(a) During Period of Declarant Control. During the Period of Declarant Control, all notices to the Association or the Board shall be sent to (i) the Registered Agent of the Declarant as registered with the Utah Department of Commerce by first class mail, (ii) to the principal office of the Association or to such other address as the Board may hereafter designate from time to time by first class mail and (iii) to the primary contact of the Association identified in the registry required by *Section 57-8a-105* of the Utah Code by email, with a copy sent to the email address of the Association's professional manager if the Association is professionally managed.

(b) After expiration of Period of Declarant Control. All notices to the Association or the Board shall be sent to (i) to the principal office of the Association as registered with the Utah Department of Commerce or to such other address as the Board may hereafter designate from time to time and (ii) to the primary contact of the Association by email, which may be a professional manager if the Association is professionally managed or the individual identified in the registry required by *Section 57-8a-105* of the Utah Code.

10.02 Notices to Owners

(a) Notice by Electronic Means. In any circumstance where notice is required to be given to the members, the Association may provide notice by electronic means, including email, text message, and/or an Association website, if the Board deems the notice to be fair and reasonable, unless a specific method of notice is designated in the Declaration or by Utah Law. Notice shall be deemed delivered within forty-eight (48) hours of electronic notice being sent or upon the receiving party's confirmation of receipt, whichever is sooner. If an electronic notice is returned as undeliverable, the serving party shall send notice via first-class mail, postage prepaid. The Board is authorized to promulgate rules and procedures facilitating the implementation of this section as it deems fit from time to time, including requiring members to furnish the Association with a current email address.

(b) Notice by Mail. If notice is mailed, such notice shall be deemed to be delivered

when deposited in the U.S. mail addressed to the Member at his or her registered address, with first-class postage prepaid. An Owner may require the Association, by written demand, to provide notice to the Owner by mail. Each Owner shall register with the Association such Owner's current mailing address for purposes of notice hereunder. Except as otherwise provided in the Declaration, these Bylaws or law, all notices to any Owner shall be sent to such address as may have been designated by him or her, from time to time, in writing to the Board, or if no address has been designated, then to the Owner's Lot.

(c) Notice to Co-Owners. If a Lot is jointly owned, notice shall be sent to a single address of which the secretary has been notified in writing by such parties. If no address has been given to the secretary in writing, then mailing to the Lot shall be sufficient.

10.03 Affairs, Electronic Means

Any transaction or action involving the business or affairs of the Association, including but not limited to voting and providing notice or records, may be conducted by electronic means. The Association may accept a vote, consent, written ballot, waiver, proxy appointment, or proxy appointment revocation as the act of the member if the Board does so in good faith and has no reason to believe it is not the act of the member. A writing may be delivered in an electronic medium or by electronic transmission, and may be signed by photographic, electronic, or other means. An electronic record or electronic signature is attributable to a person if it was the act of the person. An electronic signature may consist of a mark, symbol, character, letter, or number or any combination thereof attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record and the same shall be considered the signature of such person. A writing includes any document, record, vote, ballot, proxy, or instrument required or permitted to be transmitted by a member or by the Association.

10.04 Waiver, Precedent and Estoppel

No restriction, condition, obligation, or provision contained in these Bylaws or rules and regulations adopted pursuant hereto shall be deemed to have been abrogated or waived by the Association by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur and any failure to enforce the same shall not be deemed to constitute precedent or estoppel impairing the right of the Association as to any similar matter.

10.05 Appeals; Informal Hearing Procedures

An Owner who has been deemed a Non-Conforming Member and has been assessed a fine by the Board or receives a decision from a Board-appointed Committee that the Owner disputes, may request an informal hearing before the Board within thirty (30) days after the day on which the Owner receives notice of the fine or decision. If the Owner fails to timely request a hearing in writing, the Non-Conforming Member shall be deemed to have waived the right to a hearing. The Board shall not be required to conduct a hearing unless the Non-Conforming Member formally and timely requests a hearing in writing. The following procedures shall apply for any Owner who requests an informal hearing:

(a) At the appeal hearing, the Board shall provide the Owner with a reasonable amount of time to present any and all defenses related to the fine or citation and/or claims related to a Committee decision. Any participant may participate in the hearing by means of electronic communication so long as all participants can hear one another speak. The Owner may have counsel present at the hearing at the Owner's own expense. Under no circumstances shall the Association be responsible for any attorney fees or costs incurred by an Owner relating a hearing conducted pursuant to this *Section*.

(b) Following the hearing, the Board of Trustees shall meet in executive session to discuss whether satisfactory proof was presented to show *extenuating circumstances* to justify the Member's non-confirming behavior or to overturn a decision. If a majority of the Board is required to affirm or overturn the prior assessment of a fine or a decision of a committee and the Board shall

issue an opinion consistent thereto. If the Board's decision is unfavorable to the Non-Conforming Member, as the case may be, the Board may affirm the initial fine and impose reasonable continuing fines and other monetary penalties, which shall constitute a lien upon the Lot until paid, and/or suspend the Non-Conforming Member's right to vote. The Board may also provide the Non-Conforming Member a final deadline to cure the violation if a cure is possible before the initial fine or additional fines become due or an Owner's privileges are suspended. If an Owner timely requests an informal hearing, no interest or late fees may accrue until after the Board conducts the hearing and the Owner receives or is deemed to receive a final decision. All decisions of the Board are final unless an Owner appeals by initiating a civil suit consistent with *Section 57-8a-202* of the Utah Code.

(c) The Board shall deliver notice of its decision to the Owner by Certified Mail (return receipt requested) and via first-class mail to the Owner's registered address or email to the Owner's email address on file within seven (7) days of the date of the hearing. If Non-Conforming Member does not cure the offense within the number of days noted in the decision, the Board or its delegate agents shall have the power to impose additional fines and/or suspend privileges pursuant to the authority granted in the Association's Governing Documents.

(d) The procedures outlined in this Section may be applied to any decision by an agent of the Association and all violations of the Association's Governing Documents and does not preclude the Association from exercising other enforcement procedures authorized by the Governing Documents, including, but not limited to, the initiation of suit or self-help remedies.

10.06. Conflicts

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

10.07 Invalidity: Number: Captions

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these Bylaws. As used herein, the singular shall include the plural and the plural the singular. The masculine and neuter shall each include the masculine, feminine, and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these Bylaws.

10.08 Fiscal Year

The fiscal year of the Association shall be such as may from time to time be established by the Board. The initial fiscal year of the Association upon formation by Declarant shall be a calendar year.

10.09 Conduct of Meeting

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with these Bylaws.

10.10 Other Provisions

The Declaration contains certain other provisions relating to the administration of Lilac Hill East, which provisions are hereby incorporated herein by reference.

Continue to Next Page for Signature

IN WITNESS WHEREOF, the Association has caused the Bylaws to be executed by an officer duly authorized to execute the same this 18th day of July, 2023.

LILAC HILL EAST OWNERS ASSOCIATION, INC, a Utah non-profit corporation

By: Matthew B. Hutchinson
Its: Authorized Signatory

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged to me this 18th day of July, 2023, by Matthew B. Hutchinson, the authorized signatory for LILAC HILL EAST OWNERS ASSOCIATION, INC., a Utah non-profit corporation.

TASSIE WILLIAMS
Notary Public, State of Utah
Commission # 712003
My Commission Expires
May 19, 2024

NOTARY PUBLIC
Residing at: Summit County, Utah
My commission expires:
5-19-2024

NIGHTLY RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between _____, ("Owner"), and _____("Guest"), effective as of the ___ day of _____, 20__.

1. **Premises**. Owner and Guest hereby agree to the rental by Guest from Owner of premises located at 747 Rossie Hill Drive, Park City, Utah, 84068 (the "Premises"). Owner shall provide utilities, furniture and fixtures, linens, towels, and kitchen items.

2. **Length of Stay**. The initial term of this Agreement shall be for ___nights, commencing on _____ __, 20__, (the "Check-In Date") and continuing until _____, 20__(the "Check-Out Date").

3. **Rates and Payment**. Guest agrees to pay to Owner, as rent for the Premises, the amount of _____Dollars ($_____.00) per night for a total amount of _____Dollars ($_____.00) ("Total Rent") payable in advance to Owner at _____. Please make checks payable to **_____.**

4. **Refundable Security Deposit.** A refundable security deposit (the "Deposit") in the amount of $500.00 as security for the faithful performance by Guest of all of Guests' obligations under this Agreement shall be required. The Deposit is due upon execution of this Agreement and shall be refunded within fourteen (14) days of the Check-out date and completion of unit inspection and inventory, provided no deductions are needed due to:

   a. Damage to the property or furnishings;

   b. Dirt or mess requiring extensive cleaning; or

   c. Any other cost incurred by the Owner due to Guest's stay.

   d. In the event Owner retains any portion of the Deposit for the purpose of remedying any damages caused by Guest in the Premises.

5. **Initial Payment.** Upon execution of this Agreement, Guest shall pay 50% of the Total Rent ("Initial Payment") due to Owner, equal to the amount of $ _____.

6. **Balance of Payment.** Payment in full of the entire Total Rent (*i.e.*, Total Rent minus the Initial Payment) must be received by Owner on or before the thirtieth (30th) day before the first night of Guest's stay, except if this Agreement is executed fewer than thirty (30) days prior to the first night of Guest's stay, in which case, the entire Total Rent must be received by Owner upon execution of this Agreement. If payment in full is not received by Owner on or before the thirtieth (30th) day before the first night of Guest's stay, Owner may, at its sole discretion, cancel this Agreement and retain the Initial Payment.

7. **Method of Payment.** Acceptable payment methods include personal check or credit card. No reservation is confirmed until this Agreement has been executed and delivered to Owner and,

in the case of payments by personal check, the funds have cleared or, in the case of payments by credit card, a valid credit card number has been provided to Owner.

8. **Cancellation Policy.** In the event that Guest provides written notification to Owner of Guest's intent to cancel Guest's reservation on a date more than 60 days prior to

9. No refund of Total Rent if cancelled less than or equal to 30 days prior to the Check-in date.

a. 50% of Total Rent refunded if cancelled greater than 30 but less than or equal to 60 days prior to the Check-in date.

b. 100% of Total Rent less a $100.00 reservation fee if cancelled >60 days prior to the Check-in date.

10. **Use of Premises**. The Premises shall be used and occupied exclusively for residential purposes by no more than _____persons. People other than those in the Guest party may not stay overnight on the Premises; any other person on the Premises in the responsibility of the Guest. Guest shall comply with all of the sanitary laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy and preservation of the Premises throughout the term of this Agreement. Guest specifically agrees to comply with all rules and regulations and the July 18, 2023 Declaration of Covenants, Conditions and Restrictions for Lilac Hills East Subdivision. Guest shall not use the Premises or allow the Premises to be used for any offensive, noisy, illegal, or immoral purpose, or in such a manner as to create a nuisance or otherwise disturb any neighbors. Guest shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. Guest shall be responsible for all damage, breakage and /or loss to the premises, except normal wear and tear and unavoidable casualties (as deemed by Owner, in its sole discretion) which may occur during Guest's stay or as a result of any condition created by Guest. Guest agrees that all pipes, wires, glass, plumbing, household contents, etc., other equipment and fixtures will be in the same condition as at the beginning of Guest's stay, or as the same may be installed during Guests' stay. The property will be left in the same good and habitable condition. Any damages or notable conditions found upon arrival will be reported to Owner within one (1) hour of Guest's arrival (Check-in). Guest acknowledges and agrees that the property will be inspected prior to Guest's arrival and after Guest's departure. Guest agrees that any repair or replacement costs for any damages will be posted to Guest's credit card, or, if Guest is paying by check or money order, Guest shall promptly submit the moneys due for full cost of such repair(s) or replacement(s).

11. **No Smoking**. No smoking shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion, with no refund to Guest.

12. **Pets**. No pets shall be permitted inside or outside of the Premises or anywhere on the property on which the Premises are located. Guest shall be responsible to ensure that neither Guest nor

any other occupant of the Premises or any invitee or guest of Guest or the other occupants violates this prohibition. Any violation of this term of the Agreement shall be grounds for immediate termination of this Agreement by Owner, at Owner's option, and in Owner's sole and absolute discretion.

13. **Vehicles**. Guest shall be permitted to keep a maximum of two (2) vehicles on the property on which the Premises are located, and such vehicles must be parked in the parking spots designated for the Premises.

14. **Inclement weather.** Owner is not responsible for losses or power outages due to inclement weather conditions. No refunds in the event of inclement weather unless evacuations are required by state or local authorities.

15. **Outdoor Displays**. Guest shall not post any signs on the exterior of the Premises. Further, no outdoor display of goods and merchandise shall be permitted as part of Guest's use of the property.

16. **Commercial Use.** Guest may not use the Premises for any commercial use. This shall include but not be limited to using the space as a Corporate Sponsor or Business House. A Corporate Sponsor or Business House is one which is used primarily to distribute retail products or personal services to invitees for marketing or similar purposes, regardless of whether such products or services are charged for. A Corporate Sponsor is any Business enterprise or combination of Business enterprises which provide funding for any special event in the amount of fifty percent (50%) or more of the funds necessary to promote the event or account for fifty percent (50%) or more of the event operating expenditure budget.

17. **Trash and Recycling**. Guest agrees to dispose of their ordinary household trash into a trash receptacle in a similar manner to other residences in the neighborhood in which the Premises are located and to deposit recyclable materials in the provided recycling containers. Trash cans shall not be left at the curb for any period in excess of twenty-four (24) hours and the Premises must be kept free from accumulated garbage and refuse.

18. **Entry and Inspection**. Owner and/or Owner's designee may enter the premises immediately in the event of an emergency, in order to perform necessary repairs and/or maintenance; and with 24 hours' notice, for normal maintenance or to show a prospective renter.

19. **Indemnification**. Owner shall not be liable for any damage or injury occurring on the Premises, or any part thereof, to Guest, or to any other person, or to any property, for any reason. Guest agrees to defend and hold Owner harmless from any such liability or claims for damages related to the Premises no matter how caused.

20. **Assignment**. This Agreement is not assignable, in whole or in part, by Guest without the express prior written consent of Owner, which consent may be refused for any or no reason.

21. **Default**. If any default is made in the payment of rent, or any part thereof, as required in this Agreement, or if any default is made in the performance of or compliance with any other term or condition of this Agreement by Guest, this Agreement, at the option and in the sole discretion of Owner,

shall terminate and be forfeited. Guest shall be given written notice of any default or breach, and put on notice that termination and forfeiture of this Agreement shall result if not corrected, as required by law.

22. **Miscellaneous**. Time is of the essence regarding all of the terms and provisions of this Agreement. Guest shall pay upon demand any and all expenses, including reasonable attorney's fees, incurred or paid by Owner without suit or action in attempting to collect any payment due from Guest under this Agreement or otherwise addressing any other breach of this Agreement by Guest. Should any litigation, action, arbitration, or other proceeding be commenced between the parties to this Agreement, arising from this Agreement, or concerning the rights or duties of either party under this Agreement, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees incurred therein. This Agreement constitutes the entire agreement between the parties, and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto and expressly stating that the parties specifically intend to amend, change or otherwise modify this Agreement thereby. This Agreement has been executed and shall be wholly performed within the State of Utah, and shall be governed by and construed in accordance with the laws of the State of Utah.

"OWNER" "GUEST"

_____

_____ _____

By: _____ Print Name: _____

Its:

Guest's Contact Information (required)

Address: _____

_____

Phone No.: _____

E-mail: _____

Names/Ages in Guest Party (Guest must be an adult 21 years of age or older.)

1._____ 5. _____

2._____ 6. _____

3._____ 7. _____

4._____

Billing Summary and Payment Information:

Rate: _____ nights at $_____per night = $_____

Cleaning fees: _____ nights at $_____per night = $_____

Subtotal = $_____

Taxes (10.45%) = $_____

Total Rent = $_____

Due upon execution of Agreement:

Security Deposit = $_____

50% Total Rent = $_____

Total = $_____

Balance Due 30 days prior to Check-in date: = $_____

Please make checks payable to **"_____, LLC "**.

Guest's Credit Card Information (required)

Name as it appears on Credit Card: _____

Credit Card Type (Circle one): American Express Visa MasterCard Discover

Credit Card No.: _____

Credit Card CVV (Security) Code: _____

Credit Card Expiration: ____/____(Month/Year)

Return signed Agreement and payment (check or credit card information) to:

_____, LLC

Please use the return envelope(s) provided.

Planning Commission
Staff Report

Subject: **1127 Woodside Avenue**
Application: **PL-24-06317**
Author: **Meredith Covey, Planner I**
Date: **April 23, 2025**
Type of Item: **Administrative – Plat Amendment**

Recommendation

(I) Review the proposed 1127 Woodside Avenue Plat Amendment to remove a Plat Note establishing a 2,100-square-foot maximum Building Footprint, (II) conduct a public hearing, and (III) consider denying 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:	Monique Sanders Applicant Representative: Megan Blosser, Alliance Engineering
Location:	1127 Woodside Avenue A Landmark Historic Site on Park City's Historic Sites Inventory
Zoning District:	Historic Residential – 1
Adjacent Land Uses:	Residential
Reason for Review:	The Planning Commission reviews and takes Final Action on Plat Amendments.[1]

HDDR	Historic District Design Review
HR-1	Historic Residential – 1
LMC	Land Management Code

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

Summary

1127 Woodside Avenue is a Landmark Historic Site on Park City's Historic Sites Inventory. It is an unusually large Lot for a residential Historic Site in Old Town because in 2013, the Applicant requested a Plat Amendment to combine nearly four Old Town

[1] LMC § 15-7.1-2

25-foot by 75-foot Lots to create a 7,405-square-foot Lot for the Landmark Historic Site.

1127 Woodside Avenue is Parcel No. 1127-WS-1 and is in the Historic Residential – 1 Zoning District, fronting Woodside and Norfolk Avenues:

Image 1: Aerial view of 1127 Woodside Avenue with the HR-1 Zoning District shown in light blue.

The Existing Conditions Survey provided by the Applicant shows the Landmark Historic Structure and additions (Exhibit C– Existing Conditions Survey).

Image 2: 1127 Woodside Avenue as viewed from Woodside Avenue.

The Historic Structure is located along Woodside Avenue with the non-Historic garage located behind the Landmark Historic Structure.

Image 3: The rear portion of the property.

Image 4: The site as viewed from Norfolk Avenue.

On May 5, 2005, City Council adopted Ordinance No. 05-2025 for the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision to combine Lots, 7, 8, 25, and 26 to create one Lot, 1127 Woodside Avenue. The plat was never recorded and expired on May 6, 2006.

When reviewing a later requested Plat Amendment for 1127 Woodside Avenue in 2013 to create the larger Lot, the Planning Commission added Condition of Approval 7 limiting the total maximum Building Footprint for the Lot to 2,100 total square feet and the maximum Building Footprint of the Landmark Historic Structure to 1,200 square feet. The Planning Commission added Condition of Approval 7 to prevent future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition (Exhibit F – August 14, 2013 Planning Commission Minutes and Staff Report).

On September 5, 2013 City Council adopted Ordinance No. 2013-31 approving the 1127 Woodside Avenue Subdivision Plat with Condition of Approval 7 recommended by the Planning Commission, amending it to read: “The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage” (Exhibit E – Ordinance No.

2013-31) (Staff Report, Minutes, pg. 17).

As a result, the recorded plat for 1127 Woodside Avenue includes Note 3 limiting the total maximum Building Footprint for the Lot to 2,100 square feet, with the maximum Building Footprint of the house to 1,200 square feet, and the connector to 30 square feet. The approved 1127 Woodside Avenue Plat was recorded January 27, 2014 (Entry No. 988494) (Exhibit B – Recorded Plat).

The Applicant proposes to amend Note 3 of the recorded 1127 Woodside Avenue Plat to increase the allowed maximum Building Footprint for the Lot by 361 square feet. The Applicant's proposed Plat Note states: "The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage" (Attachment 1 – Proposed Plat).

Analysis

(I) The proposed plat amendment is contrary to the Planning Commission recommendation for the 1127 Woodside Avenue Plat approved by the City Council in 2013.

In 2013, the Applicant proposed to combine Lots 7, 8, 25, and 26 of the Snyders Addition to Park City to create a 7,501 square foot Lot to make improvements to the site. The Applicant was given the option to demolish the non-historic garage on the site and re-subdivide the Lot to create one or two Lots along Norfolk Avenue in addition to the Woodside Avenue Lot. It was noted that this would limit the Lot size of 1127 Woodside to that of two Old Town Lots measuring roughly 50 feet by 75 feet. The Staff Report expressed that "this would alleviate potential density on the site, and distribute the density over multiple lots."

Staff provided the following table analyzing the proposed Lot size in proximity to 1127 Woodside Avenue (Exhibit F - August 14, 2013 Planning Commission Staff Report and Minutes). Staff noted that the proposed combination of four lots would be one of the larger plat amendments in the neighborhood.

Address	Year Built	Historical Significance	Lot Size (+/-)	Maximum Footprint (+/-)
1167 Woodside	1935-36	Landmark	13,125 SF (7 lots)	3,139 SF
1147 Woodside	1899	Significant	5,625 SF (3 lots)	2,050 SF
1152 Norfolk	Vacant	n/a	3,750 SF (2 lots)	1,519 SF
1127 Woodside	1904	Landmark	7,501 SF (4 lots)	2,461 SF
1102 Norfolk	1904	Landmark	3,750 SF (2 lots)	1,519 SF
1107 Woodside	1916	Significant	1,875 SF (1 lot)	844 SF
1103 Woodside	1905	Significant	1,875 SF (1 lot)	844 SF
1135- Woodside	1984	Non-Historic	7,501 SF (4 lots)	1,358.87 SF
1144 Woodside	2012	Non-Historic	3,920 SF (2 lots)	1,519 SF
1162 Woodside	1905	Landmark	2,813 SF (1.5 lots)	1,201 SF
1158 Woodside	1901	Significant	2,813 SF (1.5 lots)	1,201 SF
1141 Park	1905	Landmark	4,689 SF (2.5 lots)	1,801 SF
1136 Woodside	1984	Non-Historic	2,813 SF (1.5 lots)	1,201 SF
1129 Park	1895	Significant	5,625 (3 lots)	2,050 SF
1125 Park	1901	Landmark	4,689 SF (2.5 lots)	1,201 SF
1120 Woodside	1905	Significant	2,813 SF (1.5 lots)	1,201 SF
1110 Woodside	1928	Landmark	3,920 SF(2 lots)	1,519 SF
1100 Woodside	1928	Landmark	3,920 SF (2 lots)	1,519 SF
1135 Norfolk	1905	Significant	4,356 SF (2.3 lots)	1,705 SF
1121 Norfolk	1966	Non-Historic	3,920 SF (2 lots)	1,519 SF
1117 Norfolk	1967	Non-Historic	1,875 SF (1 lot)	844 SF
1113 Norfolk	Vacant	n/a	1,875 SF (1 lot)	844 SF
1105 Norfolk	2003	Non-Historic	1,875 SF (1 lot)	844 SF
1101 Norfolk	1900	Landmark	1,875 SF (1 lot)	844 SF

To accommodate the Applicant's Plat Amendment request at that time, the Planning Commission added Condition of Approval 7 limiting the total maximum Building Footprint on the lot to 2,100 square feet and the maximum Building Footprint of the Historic Structure to 1,200 square feet. The Condition of Approval was added to prevent any future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition (Exhibit F – August 14, 2013 Planning Commission Minutes and Staff Report).

On September 5, 2013 City Council adopted Ordinance No. 2013-31 approving the proposed plat with the amended Condition of Approval recommended by the Planning Commission (Exhibit E – Ordinance 2013-31) (Staff Report, Minutes).

Planning reviewed the above table to assess any changes from the 2013 conditions and outlined the current Lot Size and Maximum Building Footprint of the above addresses in the table below.

Address	Lot Size	Maximum Building Footprint	Change Since 2013
1167 Woodside	13,125 SF	3,139 SF	No change
1147 Woodside	5,625 SF	2,050 SF	No Change
1152 Norfolk	3,750 SF	1,519 SF	No Change
1102 Norfolk	3,750 SF	1,519 SF	No Change
1107 Woodside	1,875 SF	844 SF	No Change
1103 Woodside	1,875 SF	844 SF	No Change
1135 Woodside	7,501 SF	1,358 SF	No Change
1144 Woodside	3,750 SF	1,519 SF	No Change
1162 Woodside	2,813 SF	1,201 SF	No Change
1158 Woodside	2,813 SF	1,201 SF	No Change
1141 Park	4,689 SF	1,801 SF	No Change
1136 Woodside	2,813 SF	1,201 SF	No Change
1129 Park Avenue	4,699 SF	1,804 SF	Change in Conditions (Building Footprint decreased by 246 SF)
1125 Park Avenue	2,875 SF	1,223 SF	Change in Conditions (Building Footprint increased by 22 SF)
1120 Woodside	2,813 SF	1,201 SF	No Change
1110 Woodside	3,920 SF	1,572 SF	No Change
1100 Woodside	3,920 SF	1,572 SF	No Change
1135 Norfolk	4,687.5 SF	1,800	Change in Conditions (Building Footprint increased by 95 SF)
1121 Norfolk	3,920 SF	1,572 SF	No Change
1117 Norfolk	3,750 SF	1,519 SF	Change in Conditions (Building Footprint increased by 675 SF)

1113 Norfolk	1,875 SF	844 SF	No Change
1105 Norfolk	1,875 SF	844 SF	No Change
1101 Norfolk	1,875 SF	844 SF	No Change

1125 Park and 1129 Park are in the Jupiter Moons Plat Amendment approved by City Council on May 13, 2021 (Ordinance No. 2021-23). The plat amendment created three Lots and resolved an encroachment by 1129 Park onto 1125 Park, as well as accommodating the Building Footprint of the adjoining Historic Structures. The Building Footprint of 1129 Park is larger than the current allowable Building Footprint regulated by LMC § 15-2.2-3. on October 26, 2023, the City Council adopted Ordinance No. 2023-50 to establish a maximum lot size for the Historic Residential Districts. The Jupiter Moons Plat Amendment was adopted by City Council in 2021, prior to the Maximum Lot Size regulation, and is a Non-Complying Structure as regulated by LMC Chapter 15-9.

1135 Norfolk is in the 1135 Norfolk Avenue Plat Amendment (Entry No. 1134282). On August 1, 2019 City Council adopted Ordinance 2019-42 approving the plat amendment. The Lot Size is larger than what is currently allowed by LMC § 15-2.2-3. The plat amendment was approved prior to the adoption of a Maximum Lot Size in the Historic Residential Districts and is a Non-Complying Structure.

1117 Norfolk is in the 1117 Norfolk Avenue Subdivision (Entry No. 629605) and is compliant with the Maximum Lot Size as allowed by LMC § 15-2.2-3.

There have been no changes in the properties referenced in the 2013 plat amendment Staff Report that resulted in a Lot Size or Building Footprint comparable to the proposal by the Applicant. The changes in Lot Size and Building Footprints noted above have resulted in Lot Sizes smaller than the proposed Lot Size at 1127 Woodside Avenue. The changes that have resulted in non-compliant Lot Sizes were approved prior to the establishment of a Maximum Lot Size in the Historic Residential Districts and are Non-Complying Structures pursuant to LMC Chapter 15-9. Pursuant to LMC § 15-9-6 no Non-Complying Structure may be altered or enlarged, future development or plat amendments would be required to comply with current code standards.

(II) The proposed 1127 Woodside Avenue Plat Amendment does not comply with the recent maximum Lot Area updates to LMC Chapter 15-2.2 *Historic Residential – 1 Zoning District*.

Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. The General Plan states “[w]hile the uses within [the Historic Districts] may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929).” Community Planning Strategy 15.12 recommends examination of lot sizes in Old Town to determine if a maximum lot size would provide more compatible mass and scale for new structures as well as

additions to existing structures.[2]

Upon recommendation from the Historic Preservation Board and Planning Commission, on October 26, 2023, the City Council adopted Ordinance No. 2023-50 to establish a maximum lot size for the Historic Residential Districts, now codified in LMC § 15-2.2-3 and outlined in the table below:

Requirement	Analysis of Proposal
Lot Size: The minimum Lot Area is 1,875 square feet for a Single-Family Dwelling and the maximum Lot Area is 3,750 square feet.	The current Lot size of 7,405 square feet is 3,655 square feet larger than the maximum Lot Area for the Zoning District. Pursuant to § 15-9-6(A) a Non-Complying Structure may not be altered or enlarged in a way that creates any new non-compliance nor shall increase the degree of the existing non-compliance. The maximum Lot Area of 3,750 square feet as required by LMC § 15-2.2-3 sets forth a maximum Building Footprint of 1,518 square feet. The proposed Plat Amendment would allow for a Building Footprint of 2,461 square feet which is 943 square feet larger than the HR-1 Zoning District maximum Lot size Building Footprint.

(III) There has not been a change in circumstances to alter the Planning Commission and City Council's finding of Good Cause from the 2013 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."

[2] General Plan Volume 1, Historic Character

On September 5, 2013, the City Council reviewed and approved the 1127 Woodside Avenue Subdivision. The Staff Report for the City Council meeting outlined Good Cause for the Plat Amendment as:

> Planning Staff believes there is good cause for the application. Combining the Lots will allow the property owner to move forward with site improvements, which include a possible addition to the historic structure. The plat amendment is necessary in order for the applicants to utilize future plans, and if left un-platted, the property remains as is. Moreover, the plat amendment will resolve the issue of the two (2) existing structures straddling interior lot lines. Moreover, the plat amendment will utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community. Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code (LMC) and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. In approving the plat, the City will gain two (2) ten foot (10') snow storage easements along Woodside and Norfolk Avenues as well as resolve the existing building encroachments over interior lot lines. As discussed previously, this plat amendment reduces the density because the garage could be torn down and the size of the new house or accessory structure would be limited on the lot. At this time, however, the applicant would like to introduce a small addition of 350 square feet footprint and return the site to single family use. The applicant cannot move forward with this addition until the plat amendment has been recorded.

The Applicant provided a statement of Good Cause (Exhibit G – Applicant Statement of Good Cause for 1127 Woodside Plat Amendment) detailing:

> "This property was originally comprised of four Old Town lots, which would have given the property a total of 2,461 square feet for its total buildable footprint. We believe that there is Good Cause for the 1127 Woodside Subdivision First Amended to take place because it will allow for the construction of a garage that will allow for additional off-street parking on Norfolk Avenue, providing a small amount of relief to the parking issues currently facing the town of Park City. The total square footage of the house and the garage structure together will not exceed what would be allowed by the combination of 4 Old Town lots. 1127 Woodside will NOT be used as a nightly rental. It is the primary residence for four generations of family who love this town and live here year-round. Additionally, the proposed structure will maintain the character of the neighborhood by matching the aesthetic and design of the surrounding structures. It will not look out of place or like it was not intended to be there. The proposed garage has a lower roof peak height than the two condominium buildings located on each of the adjoining lots."

Staff finds the property already accommodates two Parking Spaces in the garage, with additional parking available in the driveway, as well as on-street parking along Woodside Avenue.

The proposed Plat Amendment would allow for a larger Building Footprint contrary to the finding of Good Cause from the approval in 2013. There has not been a change in circumstances to negate the finding of Good Cause from the 2013 approval.

(III) The Development Review Committee reviewed this proposal on January 21, 2025 and does not require any Conditions of Approval.[3]

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 March 19, 2025. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025. The *Park Record* published notice on March 19, 2025.[4]

Public Input

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

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

Alternatives

The Planning Commission may:

- Deny the 1127 Woodside Avenue Plat Amendment based on the draft Final Action Letter;
- Approve the 1127 Woodside Avenue Plat Amendment and direct staff to make Findings for the approval; or
- Request additional information and continue the discussion to a date certain.

Exhibits

A: Draft Final Action Letter
    Attachment 1: Proposed Plat
B: Recorded Plat
C: Existing Conditions Survey
D: Historic Sites Inventory
E: Ordinance No. 2013-31
F: August 14, 2013 Planning Commission Staff Report and Minutes
G: Applicant's Statement of Good Cause

Planning Department

April 23, 2025

Monique Sanders
CC: Megan Blosser, Alliance Engineering

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	1127 Woodside Avenue A Landmark Historic Site
Zoning District:	Historic Residential - 1
Application:	Plat Amendment
Project Number:	PL-24-06317
Action:	DENIED
Date of Final Action:	April 23, 2025
Project Summary:	The Applicant proposes to amend Plat Note 3 of the 1127 Woodside Avenue Subdivision that establishes a total Maximum Building Footprint of 2,100 Square Feet.

Action Taken

On April 23, 2025, the Planning Commission conducted a public hearing and denied the 1127 Woodside Avenue Plat Amendment according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. 1127 Woodside Avenue is a 7,405-square-foot Landmark Historic Site in the Historic Residential – 1 Zoning District.
2. The Lot is an unusually large Lot for a Landmark Historic Site and is nearly four times the size of a 25-foot by 75-foot Old Town Lot.
3. The Lot fronts both Woodside and Norfolk Avenue.
4. The Landmark Historic Structure is located along Woodside Avenue with the non-Historic garage located behind the Historic Structure.
5. On May 5, 2005, the City Council adopted Ordinance No. 05-2025 for the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision to combine Lots, 7, 8, 25, and 26 to create one Lot of record, 1127 Woodside Avenue. The plat was never recorded and expired on May 6, 2006.

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6. In February of 2013, the Applicant applied for a Plat Amendment at 1127 Woodside Avenue.
7. The Applicant was given the option to demolish the non-historic garage on the site and re-subdivide the lot to create one Lot with conditions, or to create two new Lots along Norfolk Avenue in addition to the Lot with the Historic Structure on Woodside Avenue. It was noted that this would limit the Lot size of 1127 Woodside Avenue to that of two Old Town Lots measuring roughly 50 feet by 75 feet. The Staff Report expressed that "this would alleviate potential density on the site, and distribute the density over multiple lots."
8. The Applicant pursued the creation of one Lot nearly four times the size of an Old Town Lot.
9. To preserve the Landmark Historic Structure with compatible infill, staff recommended a Condition of Approval to prevent any future property owners from building out to the maximum footprint of 2,460 square feet to avoid engulfing the Landmark Historic Structure with a large addition.
10. On August 14, 2013, the Planning Commission reviewed and recommended approval of the 1127 Woodside Avenue Plat Amendment to City Council with Conditions of Approval, including Condition of Approval 7 limiting the total maximum footprint on the lot to 2,100 square feet and the maximum footprint of the house to 1,200 square feet.
11. On September 5, 2013, the City Council adopted Ordinance No. 2013-31, approving the proposed plat with Condition of Approval 7 as recommended by the Planning Commission.
12. Note 3 on the recorded plat states: "The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage"
13. The Applicant proposes to amend Note 3 on the recorded plat to read: "The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage."
14. The maximum Lot Area of 3,750 square feet required by Land Management Code (LMC) § 15-2.2-3 sets forth a maximum Building Footprint of 1,518 square feet.
15. The proposed Plat Amendment would allow for a Building Footprint of 2,461 square feet which is 943 square feet larger than the HR-1 Zoning District maximum Building Footprint.
16. The proposed Plat Amendment is contrary to the 2013 finding of Good Cause that created the 7,405-square-foot Landmark Historic Site in the Historic Residential – 1 Zoning District that required a limited maximum Building Footprint.
17. There has not been a change in circumstances to negate the finding of Good Cause from the 2013 approval.

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18. Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations. The General Plan states “[w]hile the uses within [the Historic Districts] may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, specifically relative to the integrity, mass, scale and historic fabric of the mining boom era (1872-1929).” Community Planning Strategy 15.12 recommends examination of lot sizes in Old Town to determine if a maximum lot size would provide more compatible mass and scale for new structures as well as additions to existing structures. On October 26, 2023, the City Council adopted Ordinance No. 2023-50 establishing a maximum Lot Size for compatible residential infill in Historic Districts.
19. The Applicant’s Lot is 3,665 square feet larger than the maximum Lot Size for the HR-1 Zoning District.
20. Pursuant to § 15-9-6(A) a Non-Complying Structure may not be altered or enlarged in a way that creates any new non-compliance nor shall increase the degree of the existing non-compliance.
21. The item was scheduled for review by Planning Commission on April 2, 2025, and staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on March 19, 2025. Staff mailed courtesy notice to property owners within 300 feet on March 19, 2025. The Park Record published notice on March 19, 2025.
22. On April 2, 2025, at the request of the Applicant, the Planning Commission continued this application to April 23, 2025.

Conclusions of Law

1. There is not Good Cause for this Plat Amendment because the proposed plat amendment is contrary to the Planning Commission recommendation for the 1127 Woodside Avenue Plat approved by the City Council in 2013 and recorded with Summit County.
2. There has not been a change in circumstances to alter the Planning Commission and City Council’s finding of Good Cause from the 2013 Plat Amendment.
3. The proposed 1127 Woodside Avenue Plat Amendment does not comply with the maximum Lot Area updates to LMC Section 15-2.2-3 *Historic Residential – 1 Zoning District Lot and Site Requirements*.
4. The Plat Amendment is not 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*.

If you have questions or concerns regarding this Final Action Letter, please call (435) 640-8683 or email meredith.covey@parkcity.org.

DRAFT

Sincerely,

Christin Van Dine
Planning Commission Chair Pro Tem

CC: Meredith Covey

DRAFT

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Monique Sanders hereby certify that she has caused this plat amendment to be made, together with easements as set forth and hereby consent to the recordation of this plat amendment.

In witness whereof, the undersigned set her hand this _____ day of _____, 2025.

By: _____
Monique Sanders

ACKNOWLEDGMENT

STATE OF _____)

: ss.

COUNTY OF _____)

On this _____ day of _____, 2025, Monique Sanders personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, that she acknowledged to me that she executed 1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED.

By: _____
Notary Public

_____
Printed Name

Residing in: _____

My commission expires: _____

Commission No. _____

SURVEYOR'S CERTIFICATE

PROFESSIONAL LAND SURVEYOR — No. 4857264 — MICHAEL DEMKOWICZ — STATE OF UTAH

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor 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 plat amendment of the property described hereon, hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED.

LEGAL DESCRIPTION

Lot 1, 1127 Woodside Avenue Subdivision, according to the official plat thereof on file and of record in the office of the Summit County Recorder.

THE FOLLOWING NOTE 3 OF 1127 WOODSIDE AVENUE SUBDIVISION, RECORDED JANUARY 27, 2014 AS ENTRY NO. 988494, SHALL BE AMENDED AS FOLLOWS:

3. The maximum total footprint allowed on the lot is 2,461 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 50 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

NOTES

1. 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-_____).

1127 WOODSIDE AVENUE SUBDIVISION FIRST AMENDED

BLOCK 8
LOTS 7, 8, 25, & 26
SNYDER'S ADDITION, PARK CITY, UTAH

SHEET 1 OF 1

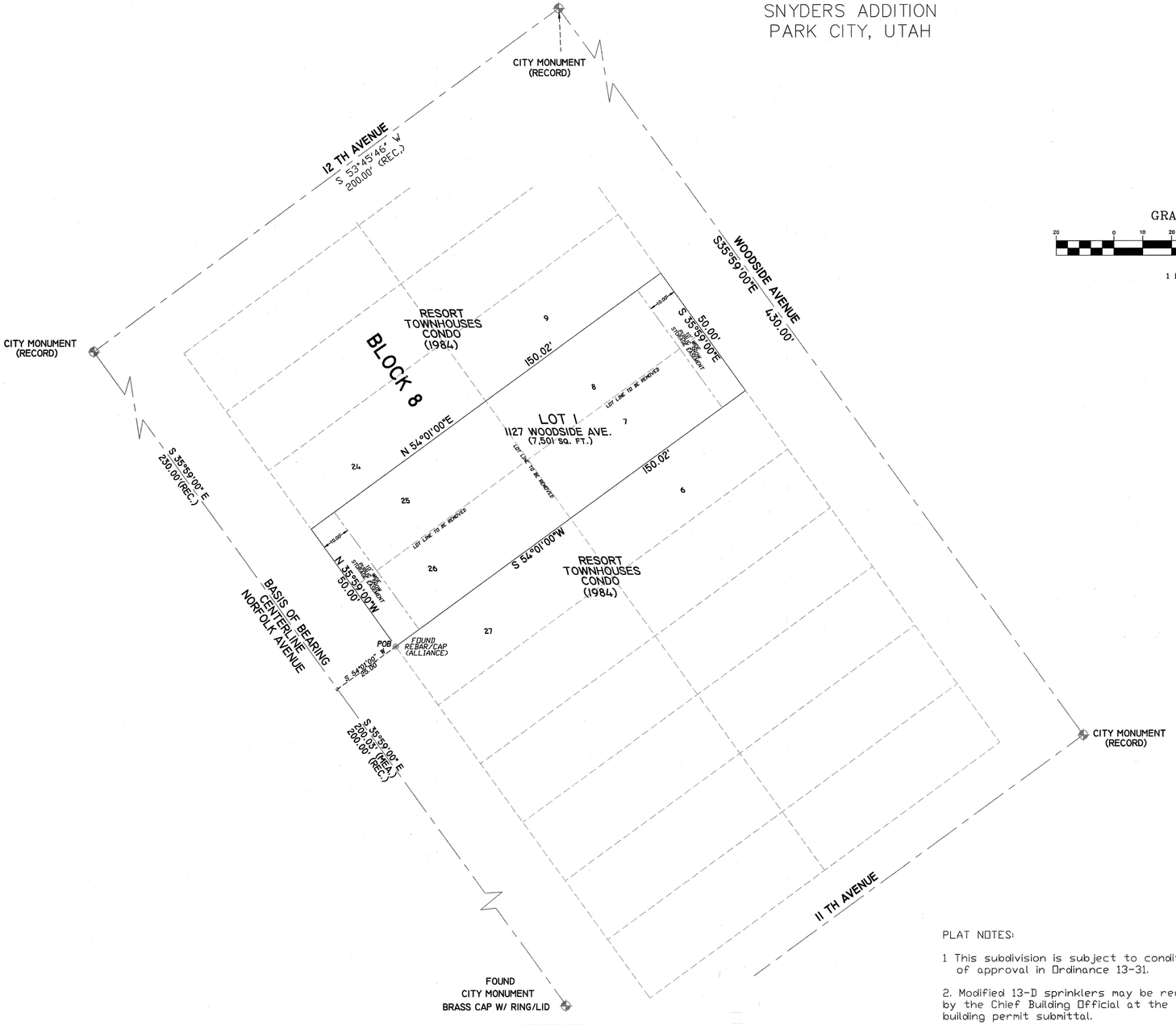
12/18/2024 JOB NO.: 5-11-24 FILE: X:\SnydersAddition\dwg\srv\plat2024\51124.dwg

435-649-9467
ALLIANCE ENGINEERING
CONSULTING ENGINEERS | LAND PLANNERS | SURVEYORS
P.O. Box 2664 | 2700 West Homestead Road
Suite 50, 60 | Park City, Utah 84098

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	PUBLIC SAFETY ANSWERING POINT APPROVAL	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2025	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2025	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2025	APPROVED AS TO FORM THIS _____ DAY OF _____, 2025	APPROVED THIS _____ DAY OF _____, 2025	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____
BY _____	BY _____ CHAIR	BY _____ PARK CITY ENGINEER	BY _____ PARK CITY ATTORNEY	BY _____ SUMMIT COUNTY GIS COORDINATOR	_____ FEE _____ RECORDER
					TIME _____ DATE _____ ENTRY NO. _____

1127 WOODSIDE AVENUE SUBDIVISION

BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY, UTAH



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

PLAT NOTES:

1 This subdivision is subject to conditions of approval in Ordinance 13-31.

2. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal.

3. The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.152956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

DEC 17, 2013
DATE

SIGNATURE AND SEAL

STATE OF UTAH
No. 152956
RICHARD K. JOHANSON
DEC 17, 2013
PROFESSIONAL LAND SURVEYOR

DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION TO PARK CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE. LOCATED IN THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S 35°59'00" E 230.00 FEET AND N 54°01'00" E 25.00 FEET FROM THE INTERSECTION OF 12TH AVENUE AND NORFOLK AVENUE (FOUND CITY MONUMENT), THENCE N 35°59'00" W 50.00 FEET, THENCE N 54°01;00" E 150.02 FEET, THENCE S 35°59'00" E 50.00 FEET, THENCE S 54°01'00" W 150.02 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I EMILY WHITE THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE KNOWN HEREAFTER AS 1127 WOODSIDE AVENUE SUBDIVISION DO HEREBY CERTIFY THAT I HAVE CAUSED THIS PLAT TO BE MADE AND I THE UNDERSIGNED OWNER HEREBY CONSENT TO THE RECORDATION OF THIS PLAT. I ALSO OFFER FOR DEDICATION TO THE CITY OF PARK CITY ALL STREET, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED TO BE PUBLIC AS SHOWN HEREON IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION

EMILY WHITE

ACKNOWLEDGMENT

STATE OF UTAH)
: ss.
County of Summit)

On the 17th day of December, 2013, personally appeared before me the undersigned Notary Public in and for said County of Summit in said State of Utah, the person that executed this instrument and known to me to be (or proved to me on the basis of satisfactory evidence) the person who executed this instrument on behalf of said person, being duly sworn acknowledged to me that she is the owner of the herein described tract of land and she signed the afore owner's dedication and consent to record freely and voluntarily.

Commission Number 666499

My Commission Expires 05/20/2017

A Notary Public Commissioned in Utah

EDWIN FIGUEROA
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 05/20/2017
Commission # 666499

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 17th DAY OF December 20 13 AD

B.D.C.O.
S.B.W.R.D.

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY THE PARK CITY COUNCIL THIS 14 DAY OF January 2014 AD

Marci Heil
City Recorder

PREPARED BY:

PROPERTY DESIGN LLC
P O BOX 701168
SALT LAKE CITY UT 84170
(801) 495-2541

CITY ENGINEER

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFOMATION ON FILE IN MY OFFICE THIS 8th DAY OF January 2014 AD

08 Jan 2014
DATE

CITY ENGINEER

PARK CITY PLANNING COMMISSION

Planning Commission ~~Approved~~ August 14, 2013
~~Staff~~ Recommendation

APPROVED AND ACCEPTANCE BY THE PARK CITY COMMISSION ON THIS 15 DAY OF January 2014 AD

Chair

APPROVAL AND ACCEPTANCE

Approval and Acceptance by the Park City Council this 4th day of September 2013

Mayor

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 14th DAY OF January A.D., 2014

BY: CITY ATTORNEY

COUNTY RECORDER

STATE OF UTAH COUNTY OF SUMMIT

Recorded and filed at the request of First American Title Insurance Co.
DATE 1-27-14 TIME 11:45 am
ENTRY # 988494 FEE 31.00
Book A Bovard deputy

COUNTY RECORDER

TOPOGRAPHY SURVEY

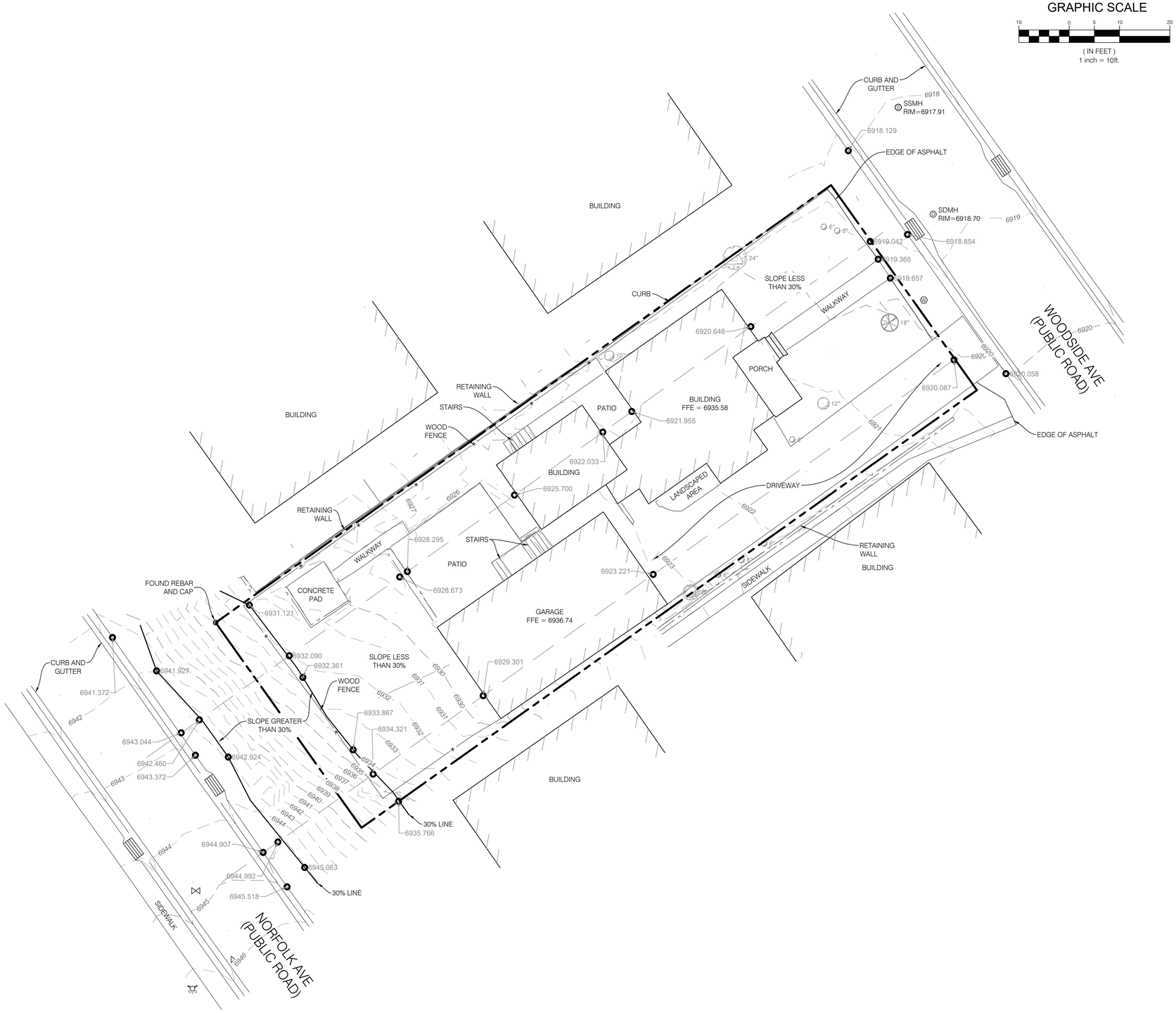
1127 WOODSIDE AVE
PARK CITY
SUMMIT COUNTY, UTAH

NORTH

GRAPHIC SCALE

10 0 5 10 20

(IN FEET)
1 inch = 10ft.



NARRATIVE OF TOPOGRAPHY:

SCOPE
BENCHMARK ENGINEERING AND LAND SURVEYING, LLC WAS RETAINED BY INSTUDIO DESIGN TO PERFORM A TOPOGRAPHY SURVEY AS SHOWN HEREON.

BENCHMARK
STREET MONUMENT
NORFOLK AVE AND 11TH STREET
ELEVATION = 6970.87

NOTE:
THIS IS A TOPOGRAPHY SURVEY ONLY. THE BOUNDARY IS SHOWN FOR REFERENCE ONLY. REFER TO THE PLAT FOR MORE INFORMATION RELATING TO THE BOUNDARIES OF THE PROPERTY. THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT IS RECORDED AS ENTRY NO 988494 IN THE SUMMIT COUNTY RECORDERS OFFICE.

LEGEND AND ABBREVIATIONS:

CURB & GUTTER
EDGE OF EXISTING ASPHALT
FENCE, WOOD
RETAINING WALL
30% SLOPE LINE

DECIDUOUS TREE
CONIFEROUS TREE
STORM DRAIN INLET BOX
SANITARY SEWER MANHOLE & PIPE
STORM DRAIN MANHOLE & PIPE
WATER VALVE & WATER METER
FIRE HYDRANT

SDMH STORM DRAIN MANHOLE
SSMH SANITARY SEWER MANHOLE
SD STORM DRAIN
CB CATCH BASIN

No.	DATE	DESCRIPTION
1.	10.17.2024	MATCH ELEV. DATUM TO EX. PROJECT

DRAWN BY: TF
CHECKED BY: KO / DKB
FIELD CREW: TF
DATE: 10/08/2024
DWG FILE: 2408t124t.dwg

SCALE MEASURES 1-INCH ON FULL SIZE SHEETS
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS
0 0.5 1

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
11/26/2024
STATE OF UTAH

BENCHMARK ENGINEERING & LAND SURVEYING
9108 SOUTH STATE STREET SUITE # 100
SANDY, UTAH 84070 (801) 542-7192
www.benchmarkcivil.com

BENCHMARK CIVIL

INSTUDIO DESIGN

1127 WOODSIDE AVE
PARK CITY, UTAH

PROJECT NO. 2408124

TOPOGRAPHY SURVEY

SVB.01
1 OF 1

HISTORIC SITES INVENTORY
HISTORIC SITE FORM

PARK CITY MUNICIPAL CORPORATION

IDENTIFICATION

Property Name (if any): **Matthew Bailey House**

Address: **1127 Woodside Avenue**

Date of Construction: **c. 1895**

City, County: Park City, Summit County, Utah

Architect/Builder: **Unknown**

Tax Number: **SA-77**

Current Owner: **Emily White**

Legal Description (include acreage): see continuation sheet

STATUS / USE

Original Use: **Single dwelling**

Current Use: **Single dwelling**

Property Type:

- ■ Building
- ☐ Structure
- ☐ Site

National Register of Historic Places:

- ■ Eligible
- ☐ Ineligible
- ☐ Listed, Date:

Evaluation:

- ■ Landmark Site
- ☐ Significant Site
- ☐ Not Historic

DOCUMENTATION

Photographs:

- ■ Tax Photos
- ■ Prints
- ■ Historic

Research Sources:

- ■ Sanborn Maps
- ■ Tax Card
- ■ Census Records
- ■ City/ County Histories
- ☐ Personal Interviews
- ■ Park City Museum
- ■ Newspapers
- ☐ Other:

DESCRIPTION

Architectural Style: T/L cottage type / vernacular style

No. Stories: 1

Number of Associated Structures: ☒ Accessory building(s). # 1 ☐ Structure(s). # 0

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

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

Materials: (Describe the visible materials)

Exterior Walls: Drop-novelty wood siding

Foundation: Concrete

Roof: Cross-wing roof form sheathed in metal material

Windows/Doors: Two over two double hung paired windows on the gable front first floor and a single two over two double hung on the second floor and in the front porch.

Additions: ☐ Major ☒ Minor ☐ None

Alterations: ☐ Major ☒ Minor ☐ None

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.)

1127 Woodside is a T/L cottage that has undergone minor modifications. The T/L cottage, also known as a cross-wing, is one of the main three house types built during the historic Park City mining era. The house has a small addition on its south side that was originally a covered porch, but was enclosed sometime before 1968. A portion of the porch area was enclosed prior to the tax photo but has since been opened, similar to what is shown on the 1929 Sanborn map. The cross-gable roof is sheathed with standing seam metal, which replaced the shingle material shown in the early tax photos. The walls are clad with drop-novelty wood siding. The window on the primary gable façade was a casement flanked by two one-over-one double sash windows. A window similar to this used to be under the porch area to the left of the door. A multi-pane

casement window was in the upper front gable and another three windows of the same type are found in the side addition. Sometime between 2013 and 2020 the windows were replaced by a pair of two over two double hung window on the front gable and single two over two on the second floor and the front porch. The door is a wood frame and panel door. The porch is covered by a shed extension of the main roof, which is supported by lathe turned wood posts. The site is surrounded by a wood picket fence. The overall form and materiality of the building remains intact and the building retains its historic value.

The garage present on the property was originally attached to the house, but was moved and made into a garage, according to notes on a 1949 tax card that appear to have been made at a later date. The 1958 tax card dates the garage construction to 1950. It was modified sometime after 2006 to be taller, with livable space above the garage.

SIGNIFICANCE

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.)

It is likely that this house was built while under the ownership of Matthew Bailey and his wife Mary, as a mortgage was taken out by them in 1895 for the property. Matthew was a miner, and it appears that they rented the house out. The 1900 census shows they lived on Norfolk Avenue with their five children at that time. They sold the house in 1909 to Jacob Hoffman.

Jacob Hoffman, also called Jake, appears on the 1910 census, living in this house with his wife Mary and their daughter Lucille. He worked as a salesman for a department store. Not much else is known of them or their family. The house somehow came under the ownership of James Archibald by the time of the 1920 census.

James Archibald was a teamster for Hopkins Coal Company, and lived at this house with his wife Marie and their two children. They had moved by the time of the 1930 census and it is unknown when they sold the property. It appears that is somehow came under the ownership of the county, and was sold to Dan Kanold in 1929.

No information could be found regarding Dan Kanold, except that he sold the house in 1929 to Eric and Shirley Wallberg. They lived in the house at the time of the 1930 census with their three children. Eric worked as a miner, but not much else is known of their family. They owned the house for many years, but by the time of the 1940 census were renting it out. It was occupied in that year by H.O. Wright and his four daughters. Nothing else is known of them. The property has changed hands several times since the historic period, and is currently owned by Emily White.

Legal Description (include acreage): LOTS 7 & 8 BLK 8 SNYDERS ADDITION TO PARK CITY TWD-542 M40-497 OWD-445 SWD-321 UWD-445 CWD-617-18 XMIC-264 M142-849M143-17 M194-374 M215-408 M233-789 416-344 613-455 656-266 765-161976-750-760 1327-1204 1720-1264 SHANNON P O'NEAL & MELISSA O'NEAL AS TRUSTEES OF THE O'NEAL FAMILY TRUST 1720-1264; 0.09 AC

REFERENCES

- 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.

PHOTOGRAPHS

(Provide several clear historical and current photos of the property.)

Photo 1: 1127 Woodside Avenue. East elevation. 2020

Photo 2: 1127 Woodside Avenue. Southeast oblique. November 2013

Photo 3: 1127 Woodside Avenue. East elevation. November 2013

Photo 4: 1127 Woodside Avenue. Northeast oblique. November 2013

Photo 5: 1127 Woodside Avenue. East elevation. 2006

Photo 6: 1127 Woodside Avenue. in 1995

Photo 7: 1127 Woodside Avenue in 1981 (Historic Architectural Survey, 1982)

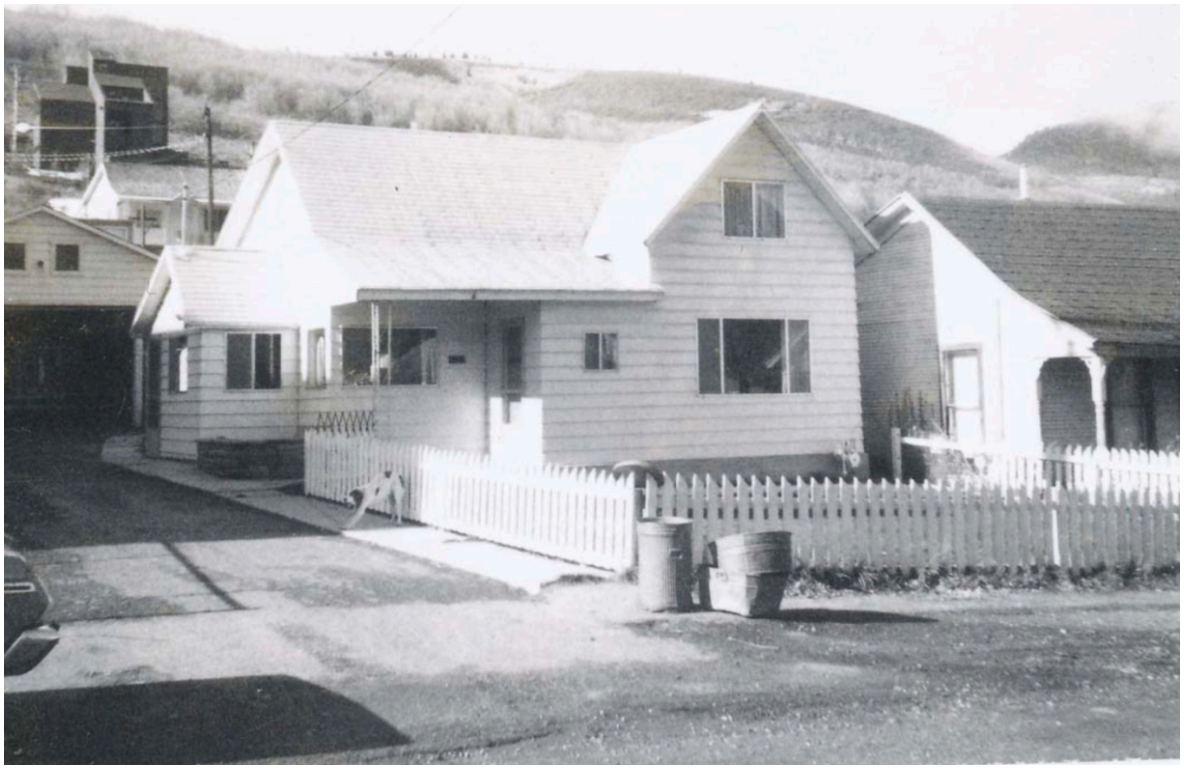


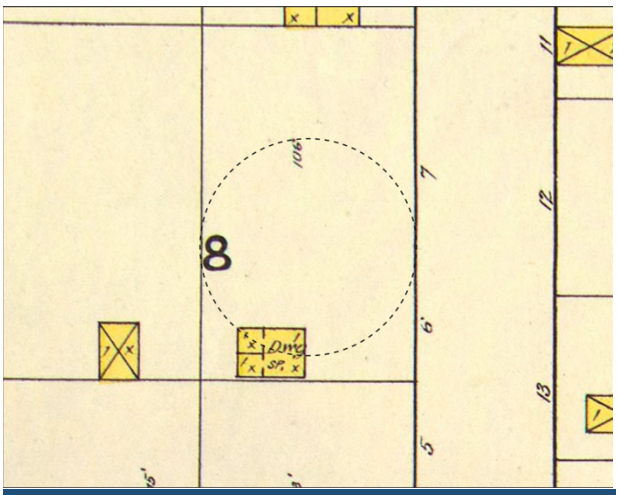
Photo 8: 1127 Woodside Avenue. c. 1968 (Tax Photos, Summit County)

MAPS

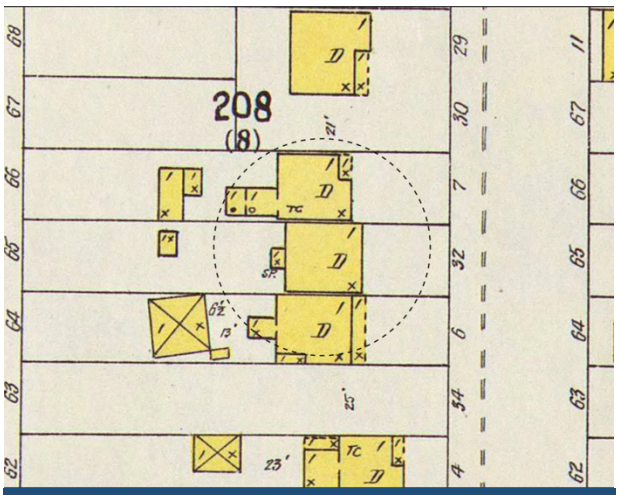
(Provide several clear historical and current maps indicating the location of the property in relation to streets or other widely recognized features.)

Figure 1: Aerial view showing the location of 1127 Woodside Avenue. (ESRI 2020)

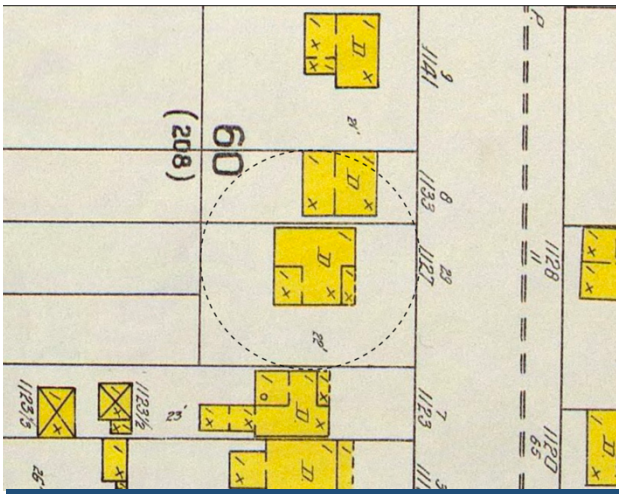
Sanborn Maps



1889

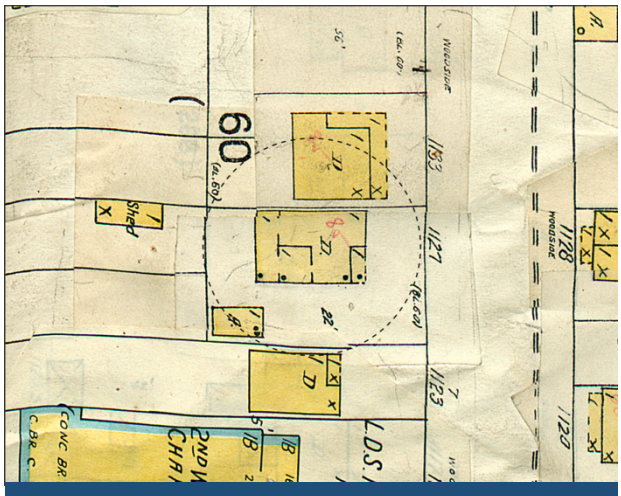


1900



1907

1929



1941

TITLE SEARCH FORM

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

Address: 1127 Woodside Avenue
City: Park City, UT
Current Owner: Emily White
Address: (see historic site form for address)

Tax Number: 1127-WS-1
Legal Description (include acreage): SA BK8 L7, L8, L25 & L26 (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	David C. McLaughlin	W		[L1-32]
10/24/1893	D.C. & H.M. McLaughlin	Matthew Bailey	W		"7,8"
4/16/1895	Matthew Bailey & wife	Geneva H. Kimball	Mortg.	$400.00	"7,8"
12/10/1909	M.U. Bailey & wife Mary	Jacob Hoffman	W.D.		"7,8"
3/12/1929	Summit County	Dan Kanold et ux	Q.C.D.		"7,8" [under 1911 Tax Sale]
1/5/1929	Dan Kanold et ux	Eric & Shirley Wallberg	W.D.		"7,8"
1/31/1944	Co. Sheriff Geo. M. Fisher	Am. Savings & Loan Co.	Sheriff's Deed		"7,8"
3/29/1945	Am. Savings & Loan Co.	Albert L. Sorensen, et ux	W.D.		"7,8"
6/5/1950	Albert L. Sorensen, et ux	Peter Jaralemon, et ux	W.D.		"7,8"
7/1/1954	Peter Jaralemon, et ux	Russell E. & Ruth R. Green	W.D.		"7,8"
8/17/1972	Russell E. & Ruth R. Green	William T. & Juli M. Bertagnole	W.D.		"7,8,25,26" [rest of form]
10/5/1979	William T. & Juli M. Bertagnole	Summit County Resources	W.D.		
10/5/1979	Summit County Resources	Ennis J. & Barbara E. Gibbs	W.D.		
9/24/1982	Ennis J. & Barbara E. Gibbs	Donald C. & Mary Johnston	W.D.		
5/21/1986	Donald C. & Mary Johnston	First Security Bank of Utah	W.D.		
1/30/1987	First Security Bank of Utah	Warren H. Lortie	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 1/9/2015

TITLE SEARCH FORM

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

Address: 1127 Woodside Avenue, page 2
City: Park City, UT
Current Owner: Emily White
Address: (see historic site form for address)

Tax Number: 1127-WS-1
Legal Description (include acreage): SA BK8 L7, L8, L25 & L26 (see historic site form for complete legal description)

TRANSACTION DATES	GRANTOR (SELLER)	GRANTEE (BUYER)	TYPE OF TRANSACTION	DOLLAR AMOUNT	COMMENTS
9/14/1990	Warren H. Lortie	Jeffrey Kuhn	W.D.		
4/8/1992	Jeffrey Kuhn & Fred Moore	Tim B. Henney	W.D.		
7/9/1996	Tim B. & Katherine S. Henney	Melissa L. & D. Brent Scott	W.D.		
7/9/1996	D. Brent Scott	Melissa L. Scott	Q.C.D.		
7/31/2000	Melissa L. Scott	Shannon P. & Melissa O'Neal	W.D.		
4/5/2013	Shannon P. & Melissa O'Neal	Emily White	W.D.		

Researcher: John Ewanowski, CRSA Architecture

Date: 1/9/2015

Ordinance 13-31

AN ORDINANCE APPROVING THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 1127 Woodside Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1127 Woodside Avenue, has petitioned the City Council for approval of the Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on August 14, 2013 to receive input on the proposed subdivision;

WHEREAS, on August 14, 2013 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 4, 2013 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 1127 Woodside Avenue Plat Amendment.

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 1127 Woodside Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR, for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.
6. The existing historic 1,358 square foot home is listed as "Landmark" on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyders Addition. It is classified as legal non-conforming.

9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 734.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.
14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final Mylar prior to recordation.
5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue, and one (1) ten foot (10') wide public snow storage easement is required along the street frontage of Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage.

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

PASSED AND ADOPTED this 5 day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

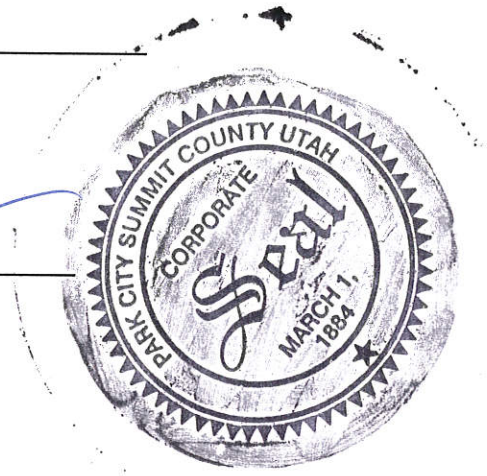
Dana Williams, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

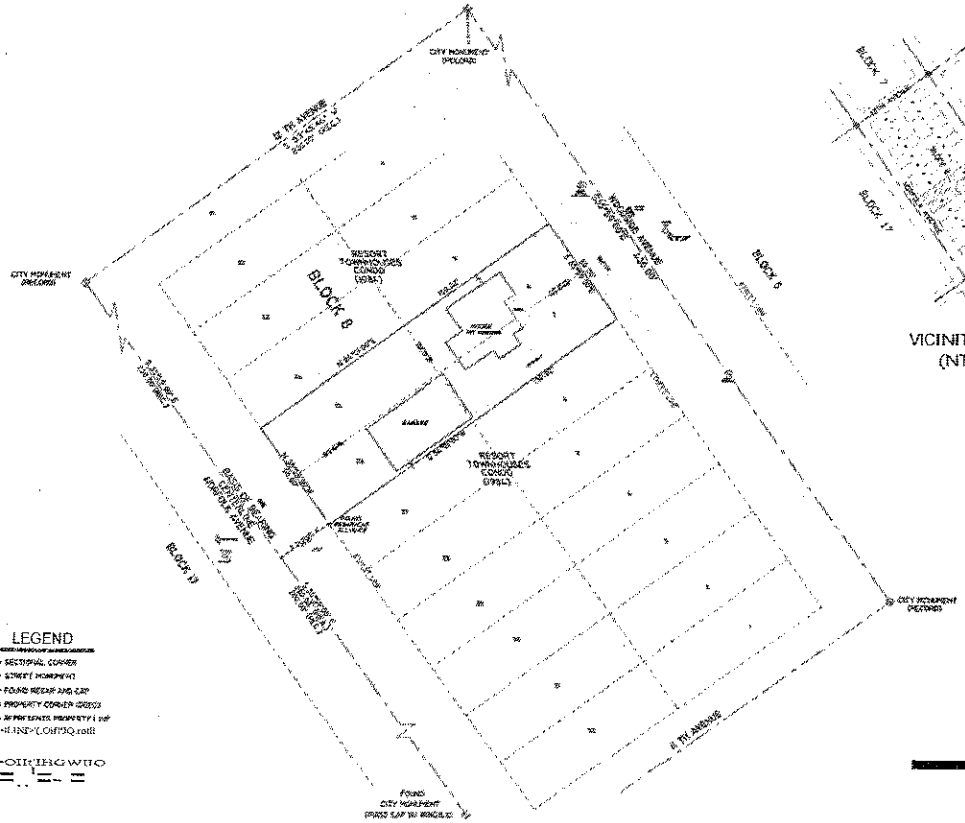
Mark Harrington, City Attorney

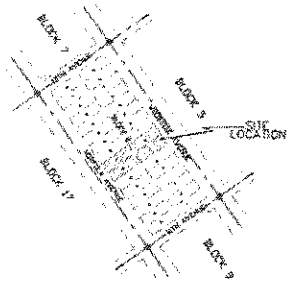


Exhibit

RECEIVED
JUN 20 2013
PARK CITY
PLANNING DEPT.

1127 WOODSIDE AVENUE
SUBDIVISION
PART OF BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY , UTAH





VICINITY MAP
(NTS)

LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND REBAR AND CAP
- = PROPERTY CORNER (SET)
- = REPRESENTS PROPERTY LINE

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHNSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.172666, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

MARCH 26, 2013
DATE

SIGNATURE

BOUNDARY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26 OF BLOCK 8 SNYDERS ADDITION LOCATED IN THE NORTHEAST QUARTER OF SECTION 14 TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

OWNERS DEDICATION

1127 WOODSIDE AVENUE SUBDIVISION

ACKNOWLEDGMENT

STATE OF UTAH
County of Summit :
Personally appeared before me this ___ day of _____ 20____
the following

who acknowledged to me that ...he/she... executed the above owners dedication.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

CONSENT TO RECORD

STATE OF UTAH

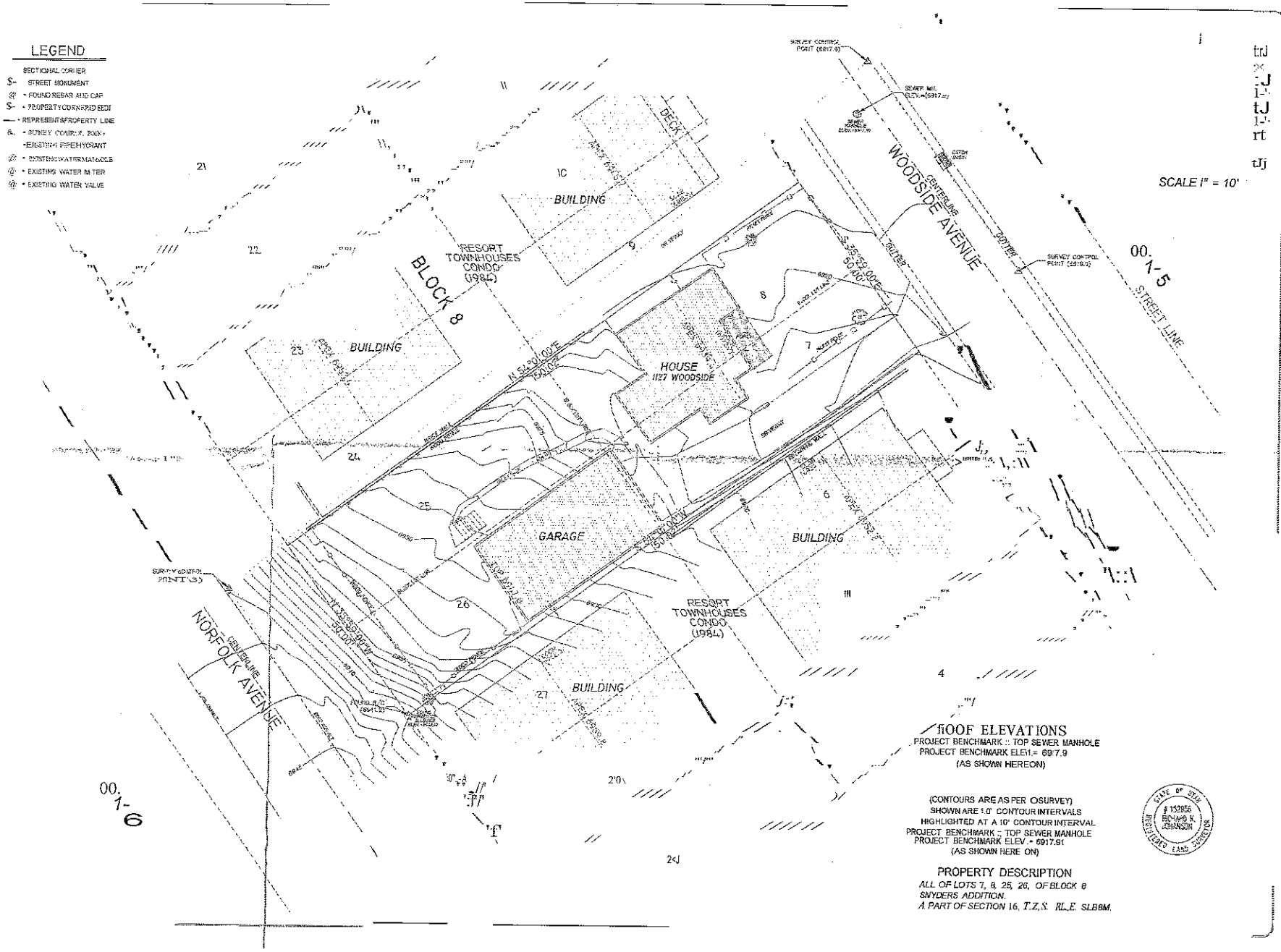
SOUTH SUMMIT RE DISTRICT

CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED

COUNTY RECORDER



ROOF ELEVATIONS

PROJECT BENCHMARK :: TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 5917.9
(AS SHOWN HEREON)

(CONTOURS ARE AS PER OSURVEY)
SHOWN ARE 1.0' CONTOUR INTERVALS
HIGHLIGHTED AT A 10' CONTOUR INTERVAL
PROJECT BENCHMARK :: TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 5917.91
(AS SHOWN HERE ON)

PROPERTY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION, A PART OF SECTION 16, T.2.S. R1.E. SLB&M.

STATE OF UTAH
152856
RICHARD K. JOHNSON
REGISTERED LAND SURVEYOR

PROJECT SITE LOCATION
LOTS 7 & 25 26
BLOCK 8
PARCK CITY UT
SNYDERS ADDITION

SURVEYED BY:
DRAWN BY:
CHECKED
DATE:
02

EMILY CARLSON

SHEET 1 OF 1
APR 17 2013

Exhibit C

Exhibit D

City Council Staff Report

PARK CITY 1884

PLANNING DEPARTMENT

Planner: Jonathan Weidenhamer
Subject: 1127 WOODSIDE AVENUE REPLAT
Date: May 5, 2005
Type of Item: Administrative
Applicant: Shannon and Missy O'Neal
Zone: Historic Residential – (HR-1)

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND

The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS

The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

for the combined lot, currently 1.4' exist); and in terms of its height. A detached accessory building is limited to 18' in height. The garage on these lots is approximately 21' in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.
Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24' deep driveway, which will be eligible for a tandem space.

NOTICE
Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW
The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION
Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS
Ordinance
Exhibit A – Proposed Subdivision Plat
Exhibit B - Site Photo

complying structure in relation to its side yard setback to the south (3' will be required

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **1127 Woodside Avenue Plat Amendment**
Author: **Anya Grahn, Historic Preservation Planner**
Project Number: **PL-13-01893**
Date: **August 14, 2013**
Type of Item: **Administrative – Plat Amendment**

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing for the 1127 Woodside Avenue plat amendment, located at the same address, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant:	Emily White, represented by Architect Jonathan DeGray
Location:	1127 Woodside Avenue
Zoning:	Historic Residential (HR-1) District
Adjacent Land Uses:	Residential condominiums, single-family residential, vacation rentals
Reason for Review:	Planning Commission review and recommendation to City Council

Proposal

The applicant is requesting a Plat Amendment for the purpose of combining all of Lots 7, 8, 25, and 26 of Block 8 of the Snyders Addition to Park City. There is an existing historic home on the property identified as a Landmark on the City's Historic Sites Inventory (HSI) that straddles the lot line between Lots 8 and 7. There is also a legal-nonconforming, non-historic garage that encroaches over the lot line between Lots 7 and 26. The garage contains an accessory apartment; however, with the plat amendment, the owner plans to eliminate the apartment and return the property to single family use.

The applicant wishes to combine the lots in order to move forward with a Historic District Design Review (HDDR) approval. No plans have yet been submitted for this property, though Planning Staff met with the applicant to discuss options for building an addition on February 6, 2013. The applicant proposes to introduce a small addition, containing a bedroom and a mudroom to the historic structure, with a footprint of approximately 350 square feet. In order to comply with the Historic District Design Guidelines (HDDR), the proposed addition will need to be visually subordinate to the historic building and will have to complement the visual and physical qualities of the historic building. The Plat Amendment approval and recordation is necessary prior to the approval of the HDDR.

Purpose

The purpose of the Historic Residential (HR-1) District is to:

(A) Preserve present land Uses and character of the Historic residential Areas of Park City,
(B) Encourage the preservation of Historic Structures,
(C) Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
(D) Encourage single family Development on combinations of 25' x 75' Historic Lots,
(E) Define Development parameters that are consistent with the General Plan policies for the Historic core, and
(F) Establish Development review criteria for the new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Background

The 1127 Woodside Avenue property is listed on the Historic Sites Inventory (HSI) as a "Landmark" site which includes a small Mining era home constructed in 1904. During the 1960s, the 1-1/2 story, wood-frame T-cottage was significantly altered. The 1968 historic photograph shows the house with aluminum siding, aluminum windows, and metal porch supports. A portion of the porch was also enclosed. The 1949 tax card also shows that a 12' by 21' structure was originally attached to the northwest corner of the house. In 1990, the Historic Preservation Commission awarded the property owners a grant to restore the porch, windows, and wood siding.

Built in 1950, the garage that exists today is roughly 22.5 feet by 38.75 feet, and is not the garage depicted on the 1949 tax card. In March 1992, the Planning Department approved the use of the garage as a "skiers dorm." A year later, a second floor was added to the garage to create an office and studio space. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage currently sits approximately seventy-three feet (73') from the west (front) property line and less than two feet (2') from the south (side) property line. Furthermore, the garage encroaches over the lot line between Lots 26 and 7. The garage is twenty-three feet six inches (23'6") tall on the façade and nineteen feet (19') tall at the rear, exceeding the eighteen foot (18') height permitted for a detached accessory building. The second floor of the garage currently contains an accessory apartment; however, the applicant plans to eliminate the rental unit and return the property to single family use following the plat amendment.

In 2005, the property owners applied for a plat amendment and the Planning Commission approved the plat amendment to combine lots 7, 8, 25, and 26 of Block 8. The second story of the garage was then used as a lockout unit. The plat expired on May 5, 2006, and was never recorded. Similarly, the applicants received an Action Letter from the Planning Department in May 2005 permitting the addition to the rear of the historic home; however, this work was also never completed. The property's setting has changed very little since the early 1900s, and the setting continues to be typical of

mining era homes in Park City. Since the time of the 2005 approvals, the LMC has been amended and new Historic District Guidelines have been put into place.

In February 2013, the applicant submitted a HDDR Pre-application and met with the Design Review Team (DRT). The applicant would like to add a small addition to the rear of the property in order to accommodate a bedroom and mudroom. The proposed footprint of this new addition is roughly 350 square feet. The applicant plans to make a full HDDR submittal once the plat amendment is approved. Work will not be allowed to commence until the plat amendment is recorded.

Analysis

The home currently straddles the lot line between Lots 7 and 8 of Block 8 of the Snyders Addition. Similarly, the garage encroaches over the east property line between Lots 26 and 7. The plat amendment is necessary in order for the applicants to make the necessary improvements to the site, which are subject to Planning Department review.

	HR-1 Zone Designations	Existing Conditions
Lot Size	Greater than 1,875 ft.	7,501 SF
Maximum Building Footprint	2,460.56 SF based on lot size	1,550 SF (Footprints: House—approx. 679 SF + Garage—871 SF)
Maximum Height	27 feet/3 stories 18 feet (accessory structures	19 feet 5 inches/2 stories (House) 23 feet 6 inches/2 stories (Garage)
North Side yard Setback	10 feet	4.5 feet (House)
South Side yard Setback	10 feet	1.4 feet (Garage)
Front Yard Setback	15 feet	28.75 feet (House)
Rear Yard Setback	15 feet	35 feet (Garage)

The garage is considered non-complying because it does not conform to the zoning regulation's setback and exceeds the eighteen feet (18') height allowance. The garage also encroaches over the lot line between Lots 26 and 7. The proposed plat amendment does not increase any degree of nonconformity with respect to setbacks. The plat amendment would remove existing encroachments over the interior lot lines. Any additions to the garage or landmark structure would be required to meet the current setback requirements.

Additions would also be required to comply with the Design Guidelines for Historic Sites in Park City. Though the applicant may have a maximum footprint of 2,460.56, the applicant does not intend to add the full 910.56 square feet of footprint to the structure. Currently, the property owner is proposing to add a small addition to the historic house, containing a mudroom and a bedroom. The footprint of this new addition would be

approximately 350 square feet. The addition will need to appear subordinate to the historic structure from the public right-of-way and will need to be attached by a clear transitional element. A rear addition will not be able to overwhelm or engulf the historic building.

As seen in the chart below, the current size of the historic structure at 1127 Woodside is similar in size to other historic properties in the neighborhood. The proposed small addition with a footprint of 350 square feet will not significantly alter the size of the house, nor create a house that is larger than those seen in the neighborhood. The chart shows the approximate house sizes for other historic structures in the neighborhood:

Address	Year Built	Historical Significance	Total Existing SF of Improvements (per Summit County Recorder's Office)
1167 Woodside	1935-36	Landmark	6,172 SF
1147 Woodside	1899	Significant	2,030 SF
1127 Woodside	**1904**	**Landmark**	**1,358 SF**
1102 Norfolk	1904	Landmark	883 SF
1107 Woodside	1916	Significant	1,149 SF
1103 Woodside	1905	Significant	1,345 SF
1162 Woodside	1905	Landmark	1,100 SF
1158 Woodside	1901	Significant	778 SF
1141 Park	1905	Landmark	1,744 SF
1129 Park	1895	Significant	920 SF
1125 Park	1901	Landmark	895 SF
1120 Woodside	1905	Significant	1,100 SF
1110 Woodside	1928	Landmark	1,348 SF
1100 Woodside	1928	Landmark	1,103 SF
1135 Norfolk	1905	Significant	936 SF
1101 Norfolk	1900	Landmark	1,168 SF

(See Exhibit H – Historically Significant Properties Map for the location of these addresses.)

It would be permissible to demolish the non-historic garage and build a new structure on the site; however, any new structures would be required to meet the specified front, side, and rear yard setbacks. Again, the mass and scale of the new structure would need to comply with the Design Guidelines for Historic Sites and could not overwhelm the historic building. Future subdividing of the lot could permit additional density in the future, specifically if the non-historic garage was removed. Such action would alleviate potential density on the site, and distribute the density over multiple lots.

Similarly, the applicant may choose to demolish the garage and re-subdivide the lot in order to sell one (1) or two (2) lots along Norfolk Avenue. This would limit the lot size of 1127 Woodside to two (2) Old Town lots measuring roughly fifty feet (50') by seventy-five feet (75'). Again, this would alleviate potential density on the site, and distribute the density over multiple lots.

The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. As seen in the chart below, the largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.

Address	Year Built	Historical Significance	Lot Size (+/-)	Maximum Footprint (+/-)
1167 Woodside	1935-36	Landmark	13,125 SF (7 lots)	3,139 SF
1147 Woodside	1899	Significant	5,625 SF (3 lots)	2,050 SF
1152 Norfolk	Vacant	n/a	3,750 SF (2 lots)	1,519 SF
1127 Woodside	1904	Landmark	7,501 SF (4 lots)	2,461 SF
1102 Norfolk	1904	Landmark	3,750 SF (2 lots)	1,519 SF
1107 Woodside	1916	Significant	1,875 SF (1 lot)	844 SF
1103 Woodside	1905	Significant	1,875 SF (1 lot)	844 SF
1135- Woodside	1984	Non-Historic	7,501 SF (4 lots)	1,358.87 SF
1144 Woodside	2012	Non-Historic	3,920 SF (2 lots)	1,519 SF
1162 Woodside	1905	Landmark	2,813 SF (1.5 lots)	1,201 SF
1158 Woodside	1901	Significant	2,813 SF (1.5 lots)	1,201 SF
1141 Park	1905	Landmark	4,689 SF (2.5 lots)	1,801 SF
1136 Woodside	1984	Non-Historic	2,813 SF (1.5 lots)	1,201 SF
1129 Park	1895	Significant	5,625 (3 lots)	2,050 SF
1125 Park	1901	Landmark	4,689 SF (2.5 lots)	1,201 SF
1120 Woodside	1905	Significant	2,813 SF (1.5 lots)	1,201 SF
1110 Woodside	1928	Landmark	3,920 SF(2 lots)	1,519 SF
1100 Woodside	1928	Landmark	3,920 SF (2 lots)	1,519 SF
1135 Norfolk	1905	Significant	4,356 SF (2.3 lots)	1,705 SF
1121 Norfolk	1966	Non-Historic	3,920 SF (2 lots)	1,519 SF
1117 Norfolk	1967	Non-Historic	1,875 SF (1 lot)	844 SF
1113 Norfolk	Vacant	n/a	1,875 SF (1 lot)	844 SF
1105 Norfolk	2003	Non-Historic	1,875 SF (1 lot)	844 SF
1101 Norfolk	1900	Landmark	1,875 SF (1 lot)	844 SF

(See Exhibit I – Addresses and Property Boundaries Map for the location of these addresses.)

Aside from an HDDR and Building Permit if the applicant wishes to add an addition to the house, there are no other regulatory processes anticipated for this property. The site is not on a steep slope.

Good Cause

Planning Staff believes there is good cause for the application. Combining the Lots will allow the property owner to move forward with site improvements, which include a possible addition to the historic structure. The plat amendment is necessary in order for the applicants to utilize future plans, and if left un-platted, the property remains as is. Moreover, the plat amendment will resolve the issue of the two (2) existing structure

straddling interior lot lines. Moreover, the plat amendment will utilize best planning and design practices, while preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.

Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code (LMC) and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. In approving the plat, the City will gain two (2) ten foot (10') snow storage easements along Woodside and Norfolk Avenues as well as resolve the existing building encroachments over interior lot lines. As discussed previously, the potential density could be reduced if the non-historic garage was demolished and replaced by a new house. At this time, however, the applicant would like to introduce a small addition of 350 square feet footprint and return the site to single family use. The applicant cannot move forward with this addition until the plat amendment has been recorded.

Process
The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review
This project has gone through an interdepartmental review. No additional issues were raised regarding the subdivision.

Notice
The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

Public Input
Public input has been received and has been attached as Exhibit G.

Additional public input may be taken at the regularly scheduled Planning Commission public hearing and at the Council meeting scheduled for September 4, 2013.

Alternatives
- The Planning Commission may forward a positive recommendation to the City Council for the 1127 Woodside Avenue Plat Amendment as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the 1127 Woodside Avenue Plat Amendment and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the 1127 Woodside Avenue Plat Amendment.

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

Consequences of not taking the Suggested Recommendation
The proposed plat amendment would not be recorded and four (4) existing lots would not be adjoined. Any additions to the historic house would be limited to the existing rear and side lot lines. The garage would continue to encroach over the rear property line of Lots 26 and 7 as well. The non-historic garage could also be removed to create additional density on the site, as well.

Recommendation
Staff recommends the Planning Commission hold a public hearing for the 1127 Woodside Avenue Plat Amendment, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat
Exhibit B – Existing Conditions Survey
Exhibit C – Vicinity Map/Aerial Photograph
Exhibit D – Staff Report for 1127 Woodside Plat, dated May 5, 2005
Exhibit E – Minutes from City Council meeting, May 5, 2005
Exhibit F – 5-25 Ordinance, approved
Exhibit G – Public Input
Exhibit H – Historically Significant Properties Map
Exhibit I – Addresses and Property Boundaries Map

Exhibit A – Draft Ordinance with Proposed Plat

Ordinance 13-

AN ORDINANCE APPROVING THE 1127 WOODSIDE AVENUE SUBDIVISION PLAT LOCATED AT 1127 Woodside Avenue, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 1127 Woodside Avenue, has petitioned the City Council for approval of the Subdivision; and

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

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on August 14, 2013 to receive input on the proposed subdivision;

WHEREAS, on August 14, 2013 the Planning Commission forwarded a positive recommendation to the City Council; and,

WHEREAS, on September 4, 2013 the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed 1127 Woodside Avenue Plat Amendment.

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 1127 Woodside Avenue Plat Amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.

6. The existing historic 1,358 square foot home is listed as “Landmark” on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure and possibly an addition to the non-historic garage. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyders Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.
14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation’s setback. The garage sits 1.4’ from the south property line; the current code requires a ten foot (10’) side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required ten foot (10’) side yard setback along the north property line as it is only four feet six inches (4’6”) from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home or would first require the approval of an HDDR shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
5. Two (2) 10 foot wide public snow storage easements are required along the street frontages of the lot along Woodside Avenue and Norfolk Avenue and shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.

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

PASSED AND ADOPTED this ___day of August, 2013.

PARK CITY MUNICIPAL CORPORATION

_____
Dana Williams, MAYOR

ATTEST:

_____
City Recorder

APPROVED AS TO FORM:

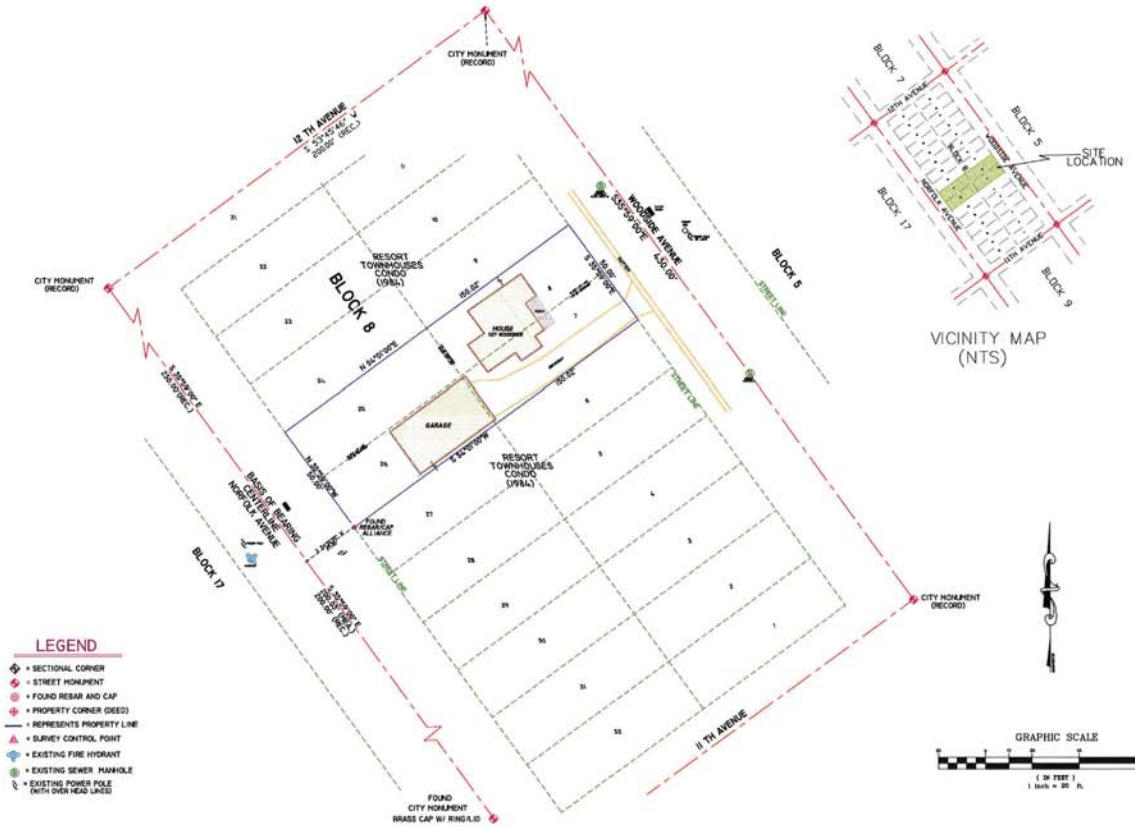
_____

Mark Harrington, City Attorney

RECEIVED
JUN 20 2013
PARK CITY
PLANNING DEPT.

1127 WOODSIDE AVENUE SUBDIVISION

PART OF BLOCK 8
LOTS 7 8 25 26
SNYDERS ADDITION
PARK CITY , UTAH



LEGEND

- = SECTIONAL CORNER
- = STREET MONUMENT
- = FOUND REBAR AND CAP
- = PROPERTY CORNER (DEED)
- = REPRESENTS PROPERTY LINE
- = SURVEY CONTROL POINT
- = EXISTING FIRE HYDRANT
- = EXISTING SEWER MANHOLE
- = EXISTING POWER POLE (WITH OVER HEAD LINES)

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

SURVEYOR'S CERTIFICATE

I, RICHARD K. JOHANSON, do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.152956, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners,I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets hereafter to be known as 1127 WOODSIDE AVENUE SUBDIVISION and that same has been surveyed as shown on this plat.

MARCH 26, 2013
DATE

SIGNATURE AND SEAL

BOUNDARY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8 SNYDERS ADDITION. LOCATED IN THE NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EST, SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

Known all men by these presents that we, all of the _____ undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the

1127 WOODSIDE AVENUE SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public us.
In witness whereof _____ have hereunto set _____ this _____ day of _____ A.D., 20_____

ACKNOWLEDGMENT

STATE OF UTAH
County of Summit :
Personally appeared before me this ___ day of _____ 20_____ the following:

who acknowledged to me that __be__ executed the above owners dedication.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____

CONSENT TO RECORD

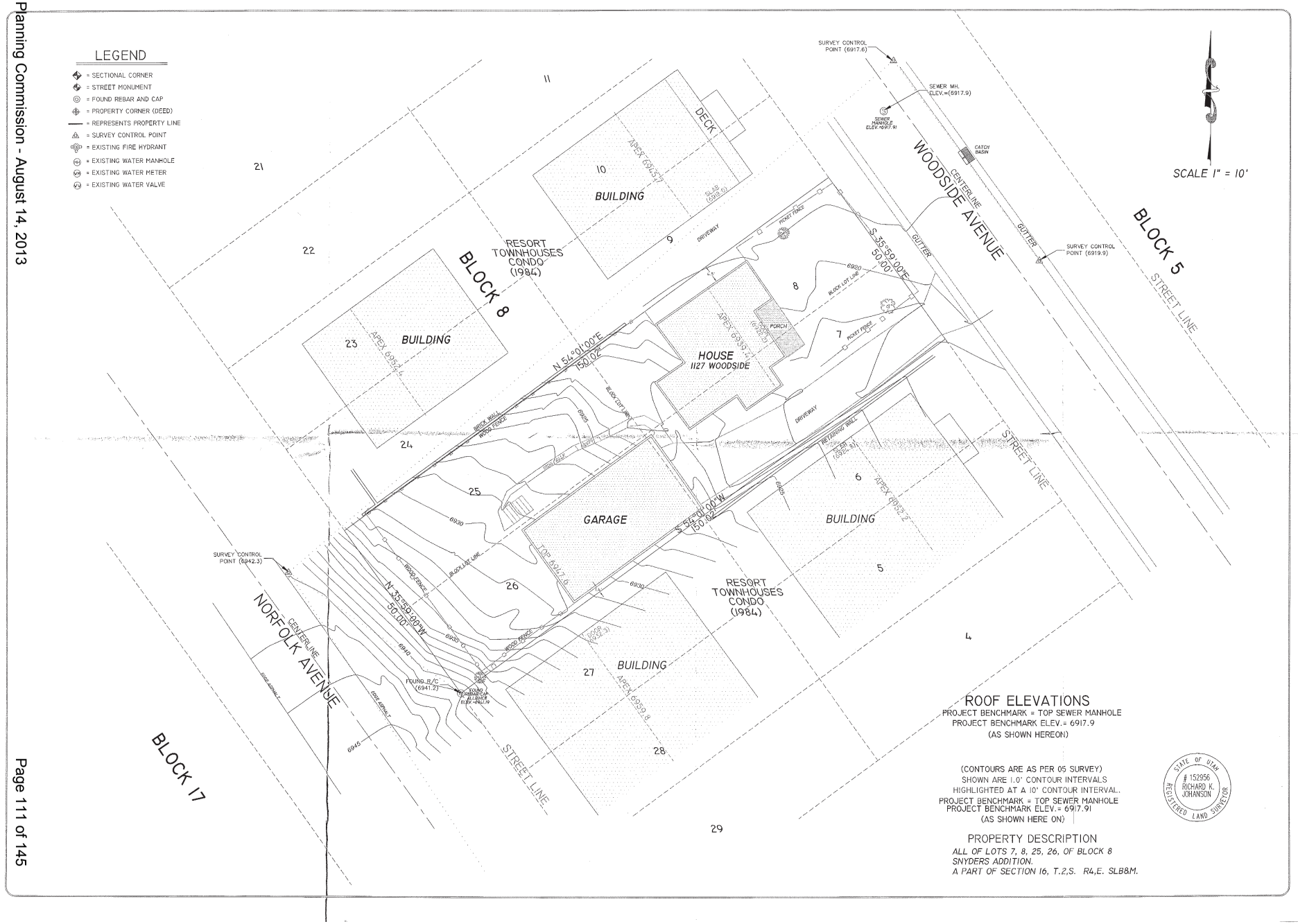
STATE OF UTAH
County of Summit :
The undersigned lien holder hereby consents to the recordation of the plat

By: _____
Authorized official

The foregoing consent to record was acknowledged before me this _____ day of _____ 20___ by: _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
RESIDING IN _____

SUMMIT COUNTY PUBLIC HEALTH DEPARTMENT	UTAH POWER AND LIGHT	SOUTH SUMMIT FIRE DISTRICT			
Approved and Accepted, this _____ day of _____ 20____ DEPARTMENT OF ENVIRONMENTAL HEALTH BY: _____	Approved and Accepted, this _____ day of _____ 20____ UTAH POWER AND LIGHT BY: _____	Approved and Accepted, this _____ day of _____ 20____ _____ FIRE DISTRICT BY: _____	All lots within this subdivision must meet all building permit requirements at the time of building permit issuance.	LEGEND 0000 INDICATES STREET ADDRESS AS SHOWN ON THE PLAT. TWO NUMBERS INDICATES THAT EITHER MAY BE USED.	
PREPARED BY:	**CITY ENGINEER**	**CITY PLANNING COMMISSION**	**APPROVAL AND ACCEPTANCE**	**APPROVAL AS TO FORM**	**COUNTY RECORDER**
PROPERTY DESIGN LLC P O BOX 701168 SALT LAKE CITY UT 84170 (801) 495-2541	Approved and accepted by the Park City Engineering Department this _____ day of _____ 20____ _____ DATE _____ CITY ENGINEER	Approved and accepted by the Park City Planning Commission this _____ day of _____ 20____ _____ Chair	On behalf of the Park City Council on this _____ day _____ of _____ 20____ at which time this subdivision was approved and accepted. _____ Mayor _____ City Recorder	APPROVED AS TO FORM THIS _____ DAY OF _____ A.D., 20_____ _____ PC CITY ATTORNEY	STATE OF UTAH COUNTY OF SUMMIT Recorded and filed at the request of _____ DATE _____ TIME _____ ENTRY # _____ FEE _____ _____ COUNTY RECORDER



ROOF ELEVATIONS

PROJECT BENCHMARK = TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.9
(AS SHOWN HEREON)

(CONTOURS ARE AS PER 05 SURVEY)
SHOWN ARE 1.0' CONTOUR INTERVALS
HIGHLIGHTED AT A 10' CONTOUR INTERVAL.
PROJECT BENCHMARK = TOP SEWER MANHOLE
PROJECT BENCHMARK ELEV.= 6917.91
(AS SHOWN HERE ON)

PROPERTY DESCRIPTION

ALL OF LOTS 7, 8, 25, 26, OF BLOCK 8
SNYDERS ADDITION.
A PART OF SECTION 16, T.2,S. R4,E. SLB&M.

STATE OF UTAH
152956
RICHARD K. JOHANSON
REGISTERED LAND SURVEYOR

PROPERTY DESIGN LLC
P O BOX 701168
SALT LAKE CITY UT 84170
(801) 496-2541

REVISIONS
DATE | BY | COMMENTS

PROJECT SITE LOCATION
LOTS 7 8 25 26
BLOCK 8
PARCK CITY UT
SNYDERS ADDITION

SURVEYED BY:
DRAWN BY: BECCH
DATE: 02

1127 WOODSIDE AVENUE
BUILDING ELEVATIONS

FOR: EMILY CARLSON
PROJ: 1127 WOODSIDE DWG
JOB NO: R-13-002

SHEET 1 OF 1
APR 17 2013

City Council
Staff Report

PLANNING DEPARTMENT

Planner: **Jonathan Weidenhamer**
Subject: **1127 WOODSIDE AVENUE REPLAT**
Date: **May 5, 2005**
Type of Item: **Administrative**
Applicant: **Shannon and Missy O'Neal**
Zone: **Historic Residential – (HR-1)**

RECOMMENDATION: Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

BACKGROUND
The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.

The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of approximately 7,500 square feet (Exhibit A). The property has an existing, one and a half- story historic structure which straddles the lot line between lots 7 and 8. The property also has a 2 story detached garage that straddles the lot line between lots 7 and 26 (Exhibit B existing conditions). The second story of this outbuilding currently has a Lockout unit in it. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.

ANALYSIS
The property is zoned HR-1, Historic Residential. The proposed plat creates a 7,500 square foot lot. All development standards of the Land Management Code including: height, setbacks, parking, architectural design, building footprint, neighborhood and Historic Design Guideline compatibility for the proposed addition will be verified for compliance during design review. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.

The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements. The existing historic home will continue to exist as a non-complying structure in relation to the required side yard setback to the north (5' will be required for the combined lot, currently 4.5' exists). The existing detached garage will also continue to exist as a non-

complying structure in relation to its side yard setback to the south (3' will be required for the combined lot, currently 1.4' exist); and in terms of its height. A detached accessory building is limited to 18' in height. The garage on these lots is approximately 21' in height. In all cases no greater degree of non-compliance will be created as a result of this lot combination.

Because the existing home at 1127 Woodside Avenue is historic, the LMC Section 15-2.2-4 exempts the addition from off-street parking requirements provided the addition does not create Lockout Unit or Accessory Apartment. The detached garage currently has a Lockout Unit located in it, which is an Allowed Use in the HR-1 Zone. The Lockout Unit has a non-exempt parking requirement of 1 space. The existing garage provides 2 interior spaces, as well as a 24' deep driveway, which will be eligible for a tandem space.

NOTICE

Notice of this hearing was sent to property owners within 300'. Staff has received no comments from the public at the time of this writing.

DEPARTMENT REVIEW

The Planning Department has reviewed this request. The City Attorney and City Engineer will review the plat for form and compliance with the LMC and State Law prior to recording. The request was discussed at a Staff Review Meeting on April 5, 2005, where representatives from local utilities and City Staff were in attendance.

RECOMMENDATION

Staff recommends that the City Council review the proposed plat amendment, conduct a public hearing and consider approving the amendment according to the findings of fact, conclusions of law and conditions of approval outlined in attached ordinance.

EXHIBITS

Ordinance
Exhibit A – Proposed Subdivision Plat
Exhibit B - Site Photo

Ordinance No. 05-

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD.

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a

minimum of 15' with a total of 30'. The house and garage meet these requirements.

10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5' and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4' and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18'. The detached garage is currently 21' in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

The City Attorney and City Engineer review and approval 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 plat.

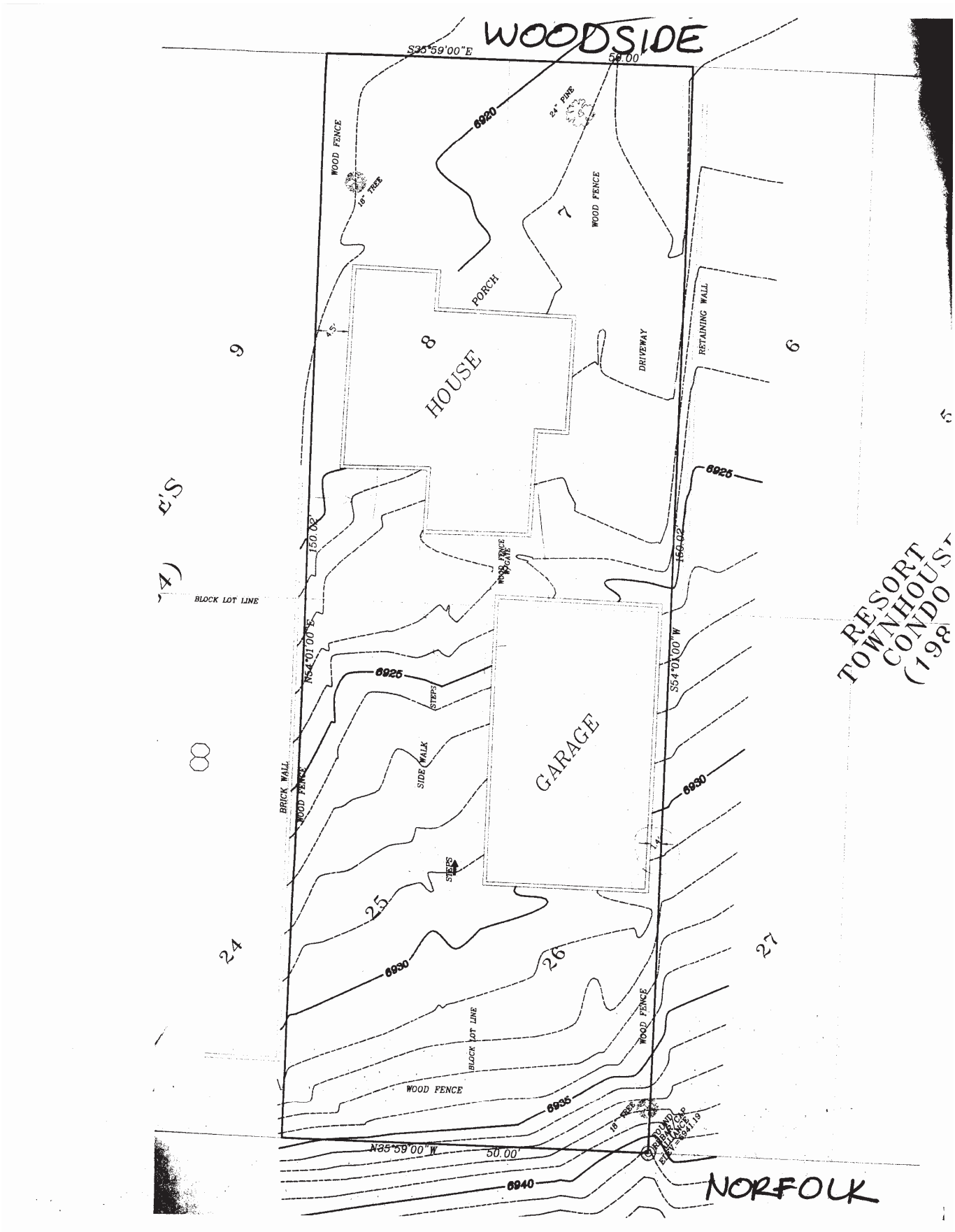
The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of May, 2005.

1127 WOODSIDE AVENUE REPLAT
LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY UTAH
NORTH
RESORT TOWNHOUSES (1981)
RESORT TOWNHOUSES (1981)
BLOCK 9
WOODSIDE AVENUE
PRESCOTT STREET
LEGEND
LOCATION MAP (NTS)
SURVEYOR'S CERTIFICATE
I, RICHARD K. PUMAROLI, ... Registered Land Surveyor, and that I hold certificate No. 157956 ... certify that by authority of the Owners I ... of the tract of land shown on this plat and described hereon, ... hereafter to be known as 1127 WOODSIDE AVENUE REPLAT ... and that same has been correctly surveyed as shown hereon.
SEAL
PRELIMINARY
SURVEYOR AND SEAL
BOUNDARY DESCRIPTION
PROPERTY DESCRIPTION
ALL OF LOTS 7, 8, 25 AND 26, BLOCK 9, SNYDERS ADDITION TO THE PARK CITY SURVEY ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.
SURVEYOR DESCRIPTION
BEGINNING AT A POINT WHICH IS NORTH 25°59'0" WEST 185.00 FEET AND SOUTH 64°01'00" WEST 30.00 FEET FROM THE SOUTHEAST CORNER OF BLOCK 9 SNYDERS ADDITION TO THE PARK CITY SURVEY, SAID POINT BEING ALSO THE INTERSECTION OF CRESCENT STREET AND WOODSIDE AVENUE, SAID POINT BEING NORTH 25°59'00" WEST 185.00 FEET AND WEST 30.00 FEET FROM THE SOUTHEAST CORNER OF LOT 7 BLOCK 9 SNYDERS ADDITION TO THE PARK CITY SURVEY AND RUNNING THENCE SOUTH 64°01'00" WEST 150.00 FEET ALONG THE SOUTH LINE OF LOT 7 AND 26 BLOCK 9 SNYDERS ADDITION TO THE PARK CITY SURVEY; THENCE NORTH 25°59'00" WEST 150.00 FEET ALONG THE WEST LINE OF LOTS 25 AND 8 OF SAID SNYDERS ADDITION TO THE PARK CITY SURVEY; THENCE NORTH 64°01'00" EAST 150.00 FEET; THENCE SOUTH 25°59'00" EAST 50.00 FEET TO THE POINT OF BEGINNING.
OWNER'S DEDICATION
Known all men by these presents that we, all of the ... undersigned owners (s) of the above described tract of land, having caused same to be subdivided into lots and streets to be hereafter known as the
1127 WOODSIDE AVENUE REPLAT
do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for Public use.
In witness whereof ... have hereunto set ... this ... day of ... A.D. 20__.
ACKNOWLEDGEMENT
STATE OF UTAH
County of Summit
On the ... day of ... 20__ personally appeared before me the undersigned ...
who acknowledged to me that he executed the above owners dedication.
My commission expires ...
Notary Public
Residing in ...
CONSENT TO RECORD
STATE OF UTAH
County of Summit
The undersigned lien holder hereby consents to the recordation of the plat
By: ... Authorized Officer
The foregoing consent to record was acknowledged before me this ... day of ... 20__ by ...
My commission expires ...
Notary Public
Residing in ...
SHEET INDEX
SHEET 1 - 1127 WOODSIDE AVENUE REPLAT
SHEET 2 - EXISTING CONDITIONS SURVEY
SHEET 3 - EXISTING CONDITIONS SURVEY
SHEET 4 - EXISTING CONDITIONS SURVEY
SHEET 5 - EXISTING CONDITIONS SURVEY
SHEET 6 - EXISTING CONDITIONS SURVEY
SHEET 7 - EXISTING CONDITIONS SURVEY
SHEET


WOODSIDE
S35°59'00"E
50.00
6920
24" PINE
WOOD FENCE
16" TREE
7
WOOD FENCE
PORCH
8
HOUSE
DRIVEWAY
RETAINING WALL
6
9
6925
150.02
WOOD FENCE
GATE
BLOCK LOT LINE
N54°01'00"E
150.02
S54°01'00"W
6925
STEPS
SIDE WALK
GARAGE
BRICK WALL
WOOD FENCE
6930
STEPS
25
26
24
27
6930
BLOCK LOT LINE
WOOD FENCE
WOOD FENCE
6935
18" TREE
N35°59'00"W
50.00
6940
NORFOLK

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MAY 5, 2005

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, May 5, 2005. Members in attendance were Dana Williams, Kay Calvert, Marianne Cone, Candace Erickson, Jim Hier, and Joe Kernan. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Jonathan Weidenhamer, Planner; and Gary Hill, Budget Manager.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT (any matter of City business not scheduled on agenda)

Budget document - Mike Sweeney, HMBA, asked that the budget document be made available to citizens so they can follow the work session discussions and are better prepared. Services like snow removal are of interest to merchants. It was explained that it will be available on the Internet in its entirety and there are currently hard copies of the budget for public review at the Marsac Building and the Library.

IV MINUTES OF MEETING OF APRIL 21, 2005

Marianne Cone, "I move we approve the Minutes of the meeting of April 21, 2005". Joe Kernan seconded. Motion unanimously carried.

V CONSENT AGENDA PUBLIC HEARINGS

1. Ordinance – 2300 Deer Valley Drive East, St. Regis Resort Deer Crest record of survey plat **(motion to continue to May 26, 2005)** – The Mayor requested a motion to continue. Jim Hier, "I so move". Marianne Cone seconded. Motion unanimously carried.

2. Ordinance approving the Silver Deer Chateaux at Olde Hawke Pointe on Legacy Mountain Subdivision which will combine Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition to the Park City Survey into one lot of record – Jonathan Weidenhamer explained that the application proposes the combination of four lots into one. There is an historic home and a garage on the property and the applicants would like to build an addition on the rear of the residence. The Planning Commission held a public hearing where no input was received and forwards a positive recommendation. The Mayor opened the public hearing and hearing no comments, closed the hearing.

Ordinance No. 05-25

AN ORDINANCE APPROVING THE SILVER DEER CHATEAUX AT OLDE HAWKE POINTE ON LEGACY MOUNTAIN SUBDIVISION WHICH WILL COMBINE LOTS 7, 8, 25, AND 26 OF BLOCK 8 OF THE SNYDER'S ADDITION TO THE PARK CITY SURVEY INTO ONE LOT OF RECORD – 1127 WOODSIDE AVENUE

WHEREAS, the owner of 4 platted lots known as 1127 Woodside Avenue, has petitioned the City Council for approval of a plat amendment; and

WHEREAS, proper notice was sent and the property posted according to requirements of the Land Management Code and State Law; and

WHEREAS, on April 27, 2005 the Planning Commission held a public hearing to receive public input on the proposed plat amendment, and forwarded a positive recommendation of approval to the City Council; and

WHEREAS, the proposed plat amendment allows the property owner to remove lot lines between four platted lots and create one lot of 7,500 square feet; and

WHEREAS, it is in the best interest of Park City Utah to approve the plat amendment.

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

SECTION 1. FINDINGS OF FACT. The above recitals are hereby incorporated as findings of fact. The following are also adopted by City Council as findings of fact:

1. The Planning Commission reviewed this item at the April 27, 2005 meeting. A Public hearing was held. No public comment was received. The Planning Commission voted unanimously to forward a positive recommendation to the City Council to approve the plat amendment.
2. The property is located in the Historic Residential (HR-1).
3. The HR-1 District is characterized by a mix of small historic structures and larger contemporary residences.
4. The applicant proposes to combine lots 7, 8, 25, and 26 of Block 8 of the Snyder's addition to the Park City Survey into one lot of approximately 7,500 square feet.
5. There is an existing historic single family home on the property. The historic home straddles the lot line between lots 7 and 8.
6. The existing home at 1127 Woodside Avenue is historic. Section 15-2.2-4 of the LMC exempts the home from off-street parking requirements.
7. There is an existing non-historic, detached garage on the property. The second floor has a Lockout Unit located in it. Lockout Units are an allowed use in the HR-1 Zone, as long as the site provides code required parking. There are 3 code compliant parking spaces on this lot, which exceeds the number required. The garage straddles the lot line between lots 7 and 26.
8. The applicant intends to renovate the existing historic home, and put an addition onto the rear of the structure.
9. The required front/ rear yard setbacks in the HR-1 zone for a 150 ' deep lot is a minimum of 15' with a total of 30'. The house and garage meet these requirements.
10. The required side yard setback in the HR-1 zone for a 50' wide lot is 5'. The historic home currently has 4.5' and will continue to exist as a non-complying structure.
11. The required side yard setback for an outbuilding located on a 50' wide lot for is 3'. The detached garage currently has 1.4' and will continue to exist as a non-complying structure.
12. The required height for an accessory building is 18'. The detached garage is currently 21' in height and will continue to exist as a non-complying structure.
13. No greater degree of non-compliance will be created as a result of this plat amendment.
14. The footprint of the current home is approximately 744 s.f. The footprint of the garage is approximately 940 s.f. The two buildings total approximately 1684 s.f. of footprint. The maximum allowed footprint for the combined lots is 2460 s.f.
15. The project will be reviewed for compliance with the Historic District Design Review Guidelines prior to the issue of a building permit for any addition or exterior remodel.

SECTION 2. CONCLUSIONS OF LAW. The City Council hereby adopts the following Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. As conditioned the plat amendment is consistent with the Park City General Plan.

SECTION 3. CONDITIONS OF APPROVAL. The City Council hereby adopts the following Conditions of Approval:

1. The City Attorney and City Engineer review and approval 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 plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.
3. No building permits shall be issued prior to the final recordation of the plat at the County Recorder's Office.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 5th day of May, 2005.

PARK CITY MUNICIPAL CORPORATION

Dana Williams

Dana Williams, Mayor

PARK CITY SUMMIT COUNTY UTAH CORPORATE Seal MARCH 1, 1884

Attest:

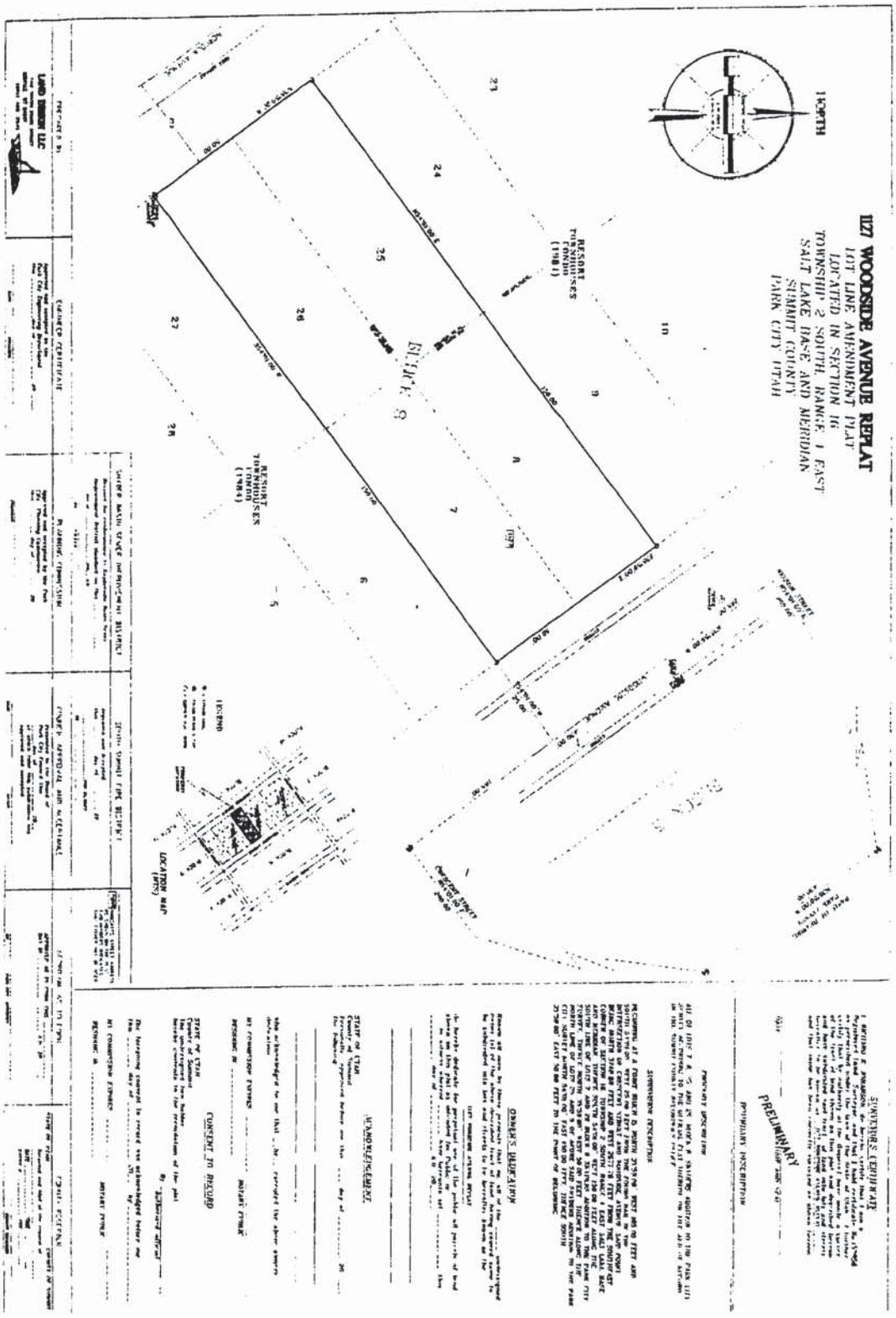
Janet M. Scott

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

EXHIBIT A


1127 WOODSIDE AVENUE REPLAT
LOT LINE AMENDMENT PLAT
LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY
PARK CITY UTAH
NORTH
RESORT TOWNHOUSES (1981)
RESORT TOWNHOUSES (1984)
BLOCK 9
WOODSIDE AVENUE
LOCATION MAP
LEGEND
OWNER'S DEDICATION
NOTARY PUBLIC
CONSENT TO RECORD
SURVEYOR'S CERTIFICATE
PRELIMINARY
PRELIMINARY DESCRIPTION
SURVEYOR'S DESCRIPTION
PLANNING COMMISSION
CITY ENGINEER
CITY ATTORNEY
CITY COUNCIL
CLERK-RECORDER

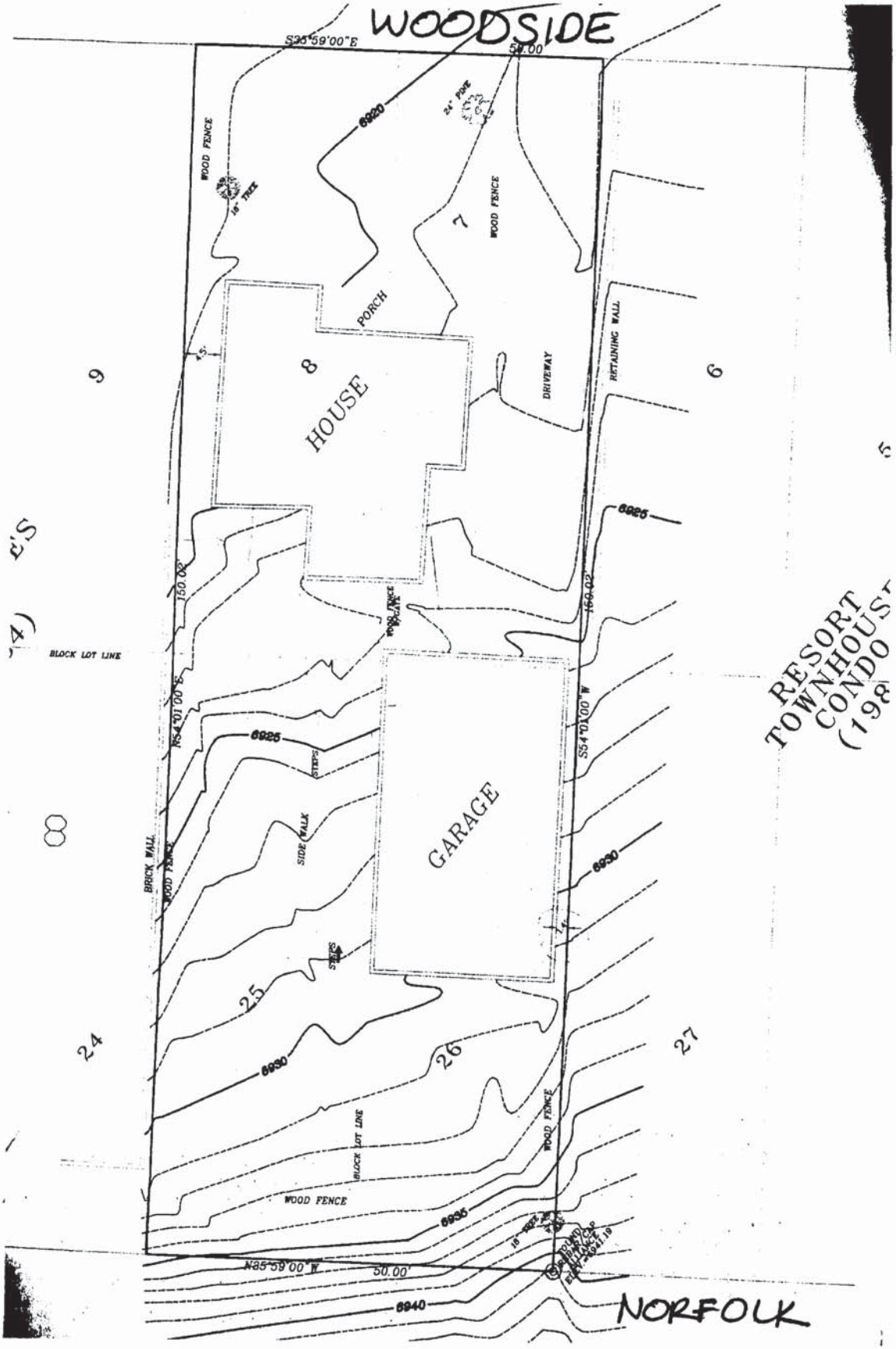


Exhibit B – Site Survey

Anya Grahn

From: Brian Van Hecke <bvhutah@gmail.com>
Sent: Monday, July 22, 2013 12:18 PM
To: Anya Grahn
Cc: Thomas Eddington
Subject: 1127 Woodside Avenue

Hi Anya,

Nice speaking with you today regarding 1127 Woodside Avenue and the request to combine 4 Old Town lots.

This is a great historic home that truly represents Park City's long and vibrant history. I've walked by the house for years and always admired it.

As discussed, I would like to express my general concern and the danger of lot combinations in historic Old Town. As you know density is already a major issue within Old Town. Developers and many property owners have been building and/or adding on to homes that are way beyond scale of historic standards.

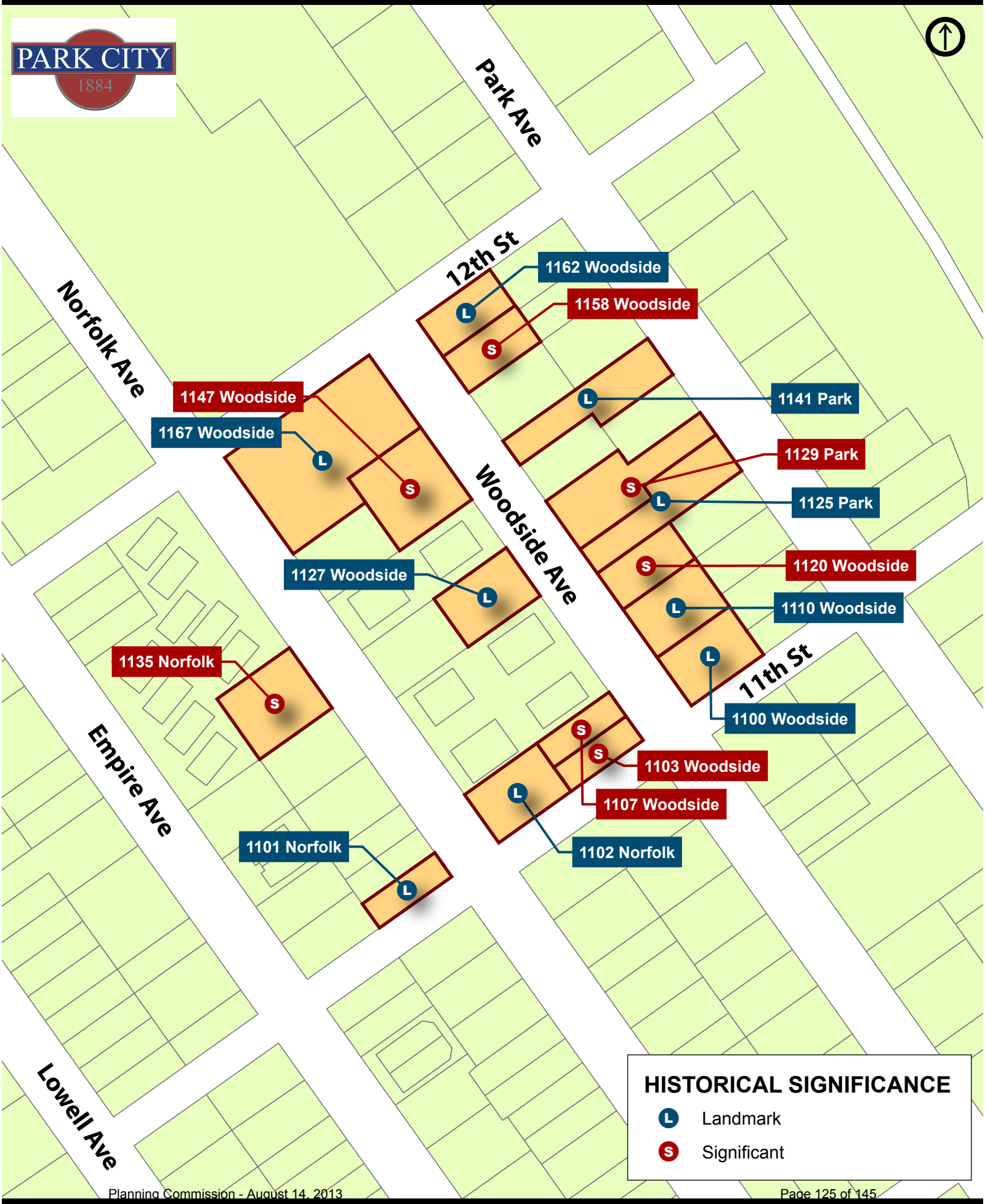
Although the request to combine the lots may seem reasonable it's very important to only consider lot combinations when true plans are also presented (at the same time) as the basis for the lot combination request. What are the plans of the owner? What is the basis for the request?

I appreciate your review and efforts to help protect historic Old Town Park City. Please help to maintain the historical integrity of Old Town Park City.

Regards,

Brian
1101 Empire Avenue
435.901.1500

HISTORICALLY SIGNIFICANT PROPERTIES | PARK CITY, UTAH



7/25/2013
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ADDRESSES AND PROPERTY BOUNDARIES | PARK CITY, UTAH

7/25/2013
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Commissioner Hontz noticed when reading that Staff report that her husband, Jonathan Weidenhamer, had written the Staff report in 2005 for 1127 Woodside Avenue. She did not believe that presented a conflict or would affect her decision this evening.

CONTINUATION(S) – Public hearing and continue to date specified.

1. Land Management Code – Amendments to Chapter 2.4 – Historic Residential-Medium Density (HRM) District

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE the LMC Amendments to Chapter 2.4 – Historic Residential Medium Density District to August 28, 2013. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

2. 7905 Royal Street – Record of Survey Amendment
(Application PL-13-01968)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE 7905 Royal Street to August 28, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. 1127 Woodside Avenue – Plat Amendment
(Application #PL-13-01893)

Planner Anya Grahn reported that the property owners at 1127 Woodside Avenue were requesting a plat amendment to combine four lots of record into one lot. The lots include Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition. The existing 1904 Landmark house currently straddles the interior lot lines between Lot 7 and 8. There is also a legal non-conforming non-historic garage that encroaches between Lots 7 and 26.

Planner Grahn stated that the house and garage do not meet the current side yards setbacks. She noted that the Chart on page 101 of the Staff report incorrectly showed that the required side yard setbacks were 10 feet. The required side yard setbacks are actually 5 feet. The house is 4.5 feet from the north side yard setback. The garage is 1.4 feet from the south side yard setback. The garage was also 19 feet tall, which exceeds the 18-foot height requirement for an accessory structure. Planner Grahn stated that the house and the garage conform to the front and rear yard setbacks and the house meets the maximum height requirement. The garage and the house were both below the maximum building footprint as existing.

Planner Grahn explained that the applicant was requesting this plat amendment in order to move forward with an HDDR. The Staff met with the applicant in February to discuss the options for possibly adding a small addition to the house. At that time the applicant was also considering connecting it to the garage. However, in talking with the architect it appears she only plans to add a mud room and a bedroom, which would add approximately 335 square feet of footprint to the historic house.

Planner Grahn pointed out that any new additions would have to comply with the setbacks required by the Land Management Code as well as the Historic District Design Guidelines. An accessory apartment above the garage was approved in 1992. As it sits now the property is similar to a duplex because of the accessory apartment above the garage and the house. Planner Grahn clarified that the owner intends to use it as a single-family property and not have renters.

Planner Grahn noted that the total square footage of the house and the garage was 2,672 square feet, which includes the footprint and the upper levels. She noted that 2,672 was the number calculated by the architect, but it does not correspond to the Summit County Recorder's information provided on the chart. She stated that this was not the first time the Staff has found that the Summit County Recorder has incorrect information.

Planner Grahn remarked that the amendment of the four lots would create one of the largest lots in the neighborhood, as outlined in the comparison chart on page 102 of the Staff report. Other larger plat amendments were seven lots at the Park City Mechanical Arts Building, as well as a plat amendment of three lots at 1140 Woodside. She noted that the majority of the lots in the neighborhood were between 2 and 2-1/2 lot combinations.

The Staff found good cause for this application because moving the interior lot lines would help the applicant improve the site. It also allows the City to gain a 10-foot wide snow storage easement along Woodside and Norfolk Avenue. At the same time, Planner Grahn thought they needed to be sensitive to the fact that there is a historic Landmark home on the property and, therefore, not allow a property owner to maximize the footprint.

In researching past applications, they found that in June 2011 the Planning Commission approved a plat amendment at 929 Park Avenue that actually set a footprint limitation. That application was a plat amendment for two full lots and the remnants of two additional lots. There was also a historic house that straddled interior lot lines. At that time the Planning Commission added a condition of approval that included a reduction of footprint based on the Land Management Code Footprint Formula.

Planner Grahn stated that if they were to do the same for 1127 Woodside, the four lots currently equate to 7,501 square feet and the footprint formulate calculates 2,461 square feet. She pointed out that it would not limit the footprint but there was the potential to negotiate an average for what is should be.

Planner Grahn referred to a wooden fence along the south property line and suggested adding a condition of approval requiring an encroachment agreement if one does not already exist, to settle any issues that may arise with the fence.

Commissioner Strachan asked Planner Grahn for the footprint limitation. Planner Grahn stated that after looking at it again, she would suggest 2,100 square feet. Currently, the maximum footprint could be 2,461. It would give the applicant some flexibility in adding the addition or possibly changing the non-historic garage in the future.

Jonathan DeGray, representing the applicant, was comfortable with reducing the footprint as long as it allowed the owner to improve the historic home to make it more livable by adding a mud room and a small bedroom. They were looking for an additional 350 square feet. If the 2,100 square feet proposed by Planner Grahn would allow for that expansion, he would not be opposed.

Commissioner Savage clarified that 2,100 square feet would allow for the proposed expansion plus a little extra.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Hontz supported the Staff recommendation, with proposed changes to the Findings of Fact and Conditions of Approval. Planner Grahn referred to Finding 7 and removed the language "…and possibly an addition to the non-historic house", since the owner was no longer considering an addition to the garage. The new finding should read,

The applicant is considering a rear addition to the historic structure. Thus far no HDDR application has been submitted." The remainder of the last sentence was also deleted.

Planner Grahn noted that Findings 14 and 15 should be corrected to reflect a 5 foot side yard setback instead of a 10 foot side yard setback.

Planner Grahn noted that Condition 7 should be added to address the 2,100 square foot footprint limitation. Mr. DeGray clarified that he was comfortable with the square footage, but he wanted to check the math to make sure it would allow for the 350 square foot addition.

The Commissioners discussed revisions to Finding 11. Assistant City Attorney McLean recommended that they keep the first sentence because it adds justification to why they were limiting the footprint. They could then add that the owner consents to limiting the size to 2100 square.

Commissioner Hontz suggested that they should also reference historically significant and landmark structures to justify the limitation.

The first sentence of Finding 11 was revised to read, "The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; and the owner consents to limiting the size to 2,100 square feet; however…."

Commissioner Hontz referred to Condition of Approval 3, and suggested adding a comma after the word "home", and another comma after the "HDDR". She felt the commas made the sentence easier to read and understand.

Commissioner Hontz referred to Condition 5 and recommended changing "Two (2) 10' wide public snow storage easements…" to read, "One 10-foot wide public snow storage easement is required along the street frontage of Woodside and one 10-foot wide public snow storage easement is required along the street frontage of Norfolk Avenue." She thought it was better to separate the two for clarity.

Mr. DeGray reiterated his concern about making sure the footprint numbers were accurate before they were memorialized in a condition of approval. Commissioner Hontz stated that the Staff could bring back the Findings and Conditions for ratification to allow Mr. DeGray to work with the Staff to check the numbers before it goes to the City Council. If the number is different than 2,100 square feet, the Planning Commission could discuss it at that time.

Commissioner Savage pointed out that having to come back to the Planning Commission would delay the process for the application. Commissioner Strachan suggested that Mr. DeGray and Planner Grahn step into the hall and work out the math, and come back with revised Findings and Conditions that the Planning Commission could ratify this evening. The Commissioners concurred.

Planner Grahn and Mr. DeGray left the room and the Planning Commission moved to the next item on the agenda.

Planner Grahn and Mr. DeGray later returned with agreement on the square footage and the revised Findings and Conditions.

Commissioner Hontz referred to the table on page 102 of the Staff report and clarified that per the Summit County Recorder, the 1,358 square feet was in the actual structure and not a footprint. Planner Grahn replied that this was correct. However, in re-measuring the house, Mr. DeGray found that the actual size is 2,672 square feet, including the garage. She pointed out that if the Summit County Recorder's office was that far off on this property, she could only imagine the discrepancies with the rest of the properties on the street.

Commissioner Hontz wanted to know the square footage of the Landmark structure at 1127 Woodside without the garage. Mr. DeGray could not recall the actual square footage of the house, but the footprint was calculated at just under 800 square feet. The basement was 400 square foot basement and there was 250 square feet upstairs. He estimated the square footage to be approximately 1400 square feet. Commissioner Hontz believed that 2,100 square feet would allow significantly more than the 350 square feet needed for the addition. Mr. DeGray calculated that there was a little over 800 square feet in the existing house in footprint and they were looking for an additional 350 square feet.

Commissioner Hontz wanted to address the house separately from the garage, because in order for the garage footprint to expand, it does not meet the Code in terms of setbacks. Mr. DeGray emphasized that the owner did not want to expand the footprint of the garage, and he was willing to make that a condition of approval.

Assistant City Attorney McLean pointed out that the garage is not historic and it could be torn down in the future and a new garage built. Commissioner Savage thought the condition should address the house. If someone wanted to change the garage they would have to submit a different application. Director Eddington stated that they should limit the square footage of the house to 1200 square feet in one condition, and state in a separate condition that the square feet footprint of the garage would not exceed 880 square feet either as is or if it was torn down and replaced.

Commissioner Hontz stated that in looking at the table on page 102 she thought the 1200 square feet for the footprint limitation of the historic house made sense, because they were trying to replicate the pattern and limitations and footprints they see in the existing structures. She wanted to continue to maintain the compatibility she sees in the charts.

Assistant City Attorney McLean reiterated her concern that because the garage is not historic, they have no way of knowing what might happen in the future. If someone wanted to attach a garage that meets the Historic District Guidelines, they would normally be entitled to do that. It would be confusing in the future to decipher what would be permitted or not, with a plat note that talks about the existing garage. Commissioner Strachan stated that someone could come in for a plat amendment to amend the plat for the garage. He asked if a plat amendment for the garage would create a legal problem. Ms. McLean stated that it creates additional hurdles. She recognized that if the applicant's representative was willing to accept a condition of approval it should not be a problem.

Commissioner Savage suggested that they restrict the total allowed footprint on the lot to 2100 square feet and the footprint for the house could not exceed 1200 square feet. It would constrain the size of a garage but it would not prohibit anything as long as it stays within the total footprint. Mr. DeGray pointed out that this was a Landmark structure and it would have to go through a full HDDR. Expanding the home beyond a reasonable notion would be prohibited by the Landmark status.

Speaking on behalf of his client who was out of town, Mr. DeGray stated that a maximum of 2100 square feet, with the understanding that it is a Landmark structure and would have to go through an HDDR, would be most appealing.

Commissioner Hontz suggested that they add Condition 7 to read, "The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet." The Commissioners concurred.

MOTION: Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the Plat Amendment at 1127 Woodside Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report and as amended. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

<u>Findings of Fact – 1127 Woodside</u>

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 if Block 8.
6. The existing historic 1,358 square foot home is listed as “Landmark” on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyder’s Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.

14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

Conclusions of Law – 1127 Woodside

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 1127 Woodside

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue and one (1) ten foot (10') wide public snow storage easement will also be required along the street frontage along Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

2. 7620 Royal Street – Record of Survey Amendment

Planner Whetstone provided a handout of the plat with a change to the square footage being proposed for Unit 401. The revised ordinance was also provided.

Planner Whetstone reviewed the request to amend Unit 401 of the Royal Plaza Condominiums, a condominium project located at Silver Lake. The amendment would convert limited common deck and chimney area to private area for Unit 401. Planner Whetstone noted that the net increase would be 40 square feet. She noted that the Staff report incorrectly showed the net increase of 66 square feet due to a problem with CAD doing the survey. The plat that was submitted with the application stated that the new unit would be 66 square feet that what was currently platted. The Staff calculated a net increase of 40 square feet and the number needed to be amended. Planner Whetstone noted that the correct increase of 40 square feet would be recorded in the square footage of Unit 401.

Planner Whetstone reported that this was the third amendment to the Royal Plaza; however unit 401 has never been amended. In 2009 the Staff relooked at the units and found that they needed to add a significant amount of UEs. At that time the Deer Valley Master Plan was amended to account for that.

Planner Whetstone referred to an analysis in the Staff report comparing the permitted through the MPD/CUP and the proposed. The applicant requested an increase of 40 square feet and that change was reflected in the first paragraph of the ordinance.

Planner Whetstone noted that the project must comply with the Deer Valley Master Plan. The Staff reviewed the request and recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended to correctly reflect the correct Unit Equivalent Addition of .02 unit equivalents, as opposed to .03.

Statement of Good Cause for 1127 Woodside Plat Amendment

March 13, 2025

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."

The current 1127 Woodside Avenue Subdivision contains a note (Note 3) that reads: "The maximum total footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet, which may include up to 30 square feet for a connector. The connector shall not affect the distinct footprint calculations for the house and garage."

This property was originally comprised of four Old Town lots, which would have given the property a total of 2,461 square feet for its total buildable footprint. We believe that there is Good Cause for the 1127 Woodside Subdivision First Amended to take place because it will allow for the construction of a garage that will allow for additional off-street parking on Norfolk Avenue, providing a small amount of relief to the parking issues currently facing the town of Park City. The total square footage of the house and the garage structure together will not exceed what would be allowed by the combination of 4 Old Town lots.

1127 Woodside will NOT be used as a nightly rental. It is the primary residence for four generations of family who love this town and live here year-round.

Additionally, the proposed structure will maintain the character of the neighborhood by matching the aesthetic and design of the surrounding structures. It will not look out of place or like it was not intended to be there. The proposed garage has a lower roof peak height than the two condominium buildings located on each of the adjoining lots.

Planning Commission
Staff Report

Applications: **Radon Mitigation (PL-24-06011)**
Steep Slope Conditional Use Permits (PL-23-05673)
Residential Materials in the Historic District (PL-25-06407)
Residential Driveway Widths in Non-Historic Districts (PL-25-06407)
Changes to Reflect Updates to State Code (PL-24-06005, PL-25-06476)
Author: **Planning Department**
Date: **April 23, 2025**
Type of Item: **Land Management Code Amendments**

Recommendation

(I) Review the proposed Land Management Code amendments, (II) conduct a public hearing, and (III) consider forwarding a positive recommendation for City Council consideration on June 5, 2025, based on the draft Ordinance No. 2025-XX (Exhibit A).[1]

Description

Applicant: Planning Department

Sections Amended:

Radon Mitigation in Residential Development
Section 15-1-10(E) *Conditional Use Review Process,* Section 15-6-5 *Master Planned Development Requirements,* Section 15-6.1-11 *Affordable Master Planned Development Site Planning,* Chapter 15-13 *Regulations for Historic Districts and Historic Sites*

Steep Slope Conditional Use Permits in the Historic Residential Districts
Chapter 15-2.1 *Historic Residential - Low Density (HRL) District*, Chapter 15-2.2 *Historic Residential - 1 (HR-1) District*, Chapter 15-2.3 *Historic Residential - 2 (HR-2) District*, and Chapter 15-15 *Defined Terms*

Materials for Residential Infill in Historic Districts
Section 15-11-6 *Additional Duties,* Section 15-13-2 *Regulations for Historic Residential Sites,* Section 15-13-8 *Regulations for New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts*

[1] The Draft Ordinance No. 2025-XX incorporates the Planning Commission's recommended amendments for child care facilities to create one comprehensive ordinance for City Council review on June 5, 2025.

Driveway Width for Non-Historic Residential Districts
Section 15-3-3 *General Parking Area And Driveway Standards*

Changes Required to Comply with Utah Code
Mobile Business and Food Truck Regulations
Municipal Code of Park City Section 4-1-1 *Definitions,* Section 4-5-6 *Regulation of Food Trucks,* Chapter 4-9 *Mobile Vendors*

Land Management Code Section 15-2.5-2 *Historic Recreation Commercial (HRC) District Uses,* Section 15-2.6-2 *Historic Commercial Business (HCB) District Uses,* Section 15-2.13-2 *Residential Development (RD) District Uses*, Section 15-2.14-2 *Residential Development-Medium Density (RDM) District Uses*, Section 15-2.16-2 *Recreation Commercial (RC) District Uses,* Section 15-2.17-2 *Regional Commercial Overlay (RCO) District Uses,* Section 15-2.18-2 *General Commercial (GC) District Uses,* Section 15-2.19-2 *Light Industrial (LI) District Uses,* Section 15-2.22-2 *Public Use Transition (PUT) District Uses,* Chapter 15-15 *Defined Terms*

Enacting Section 15-4-24 *Mobile Businesses*

Business License Review of New Uses
Section 15-1-8 *Review Procedure Under the Code*

Subdivision Updates
Lot Line Adjustments
Land Management Code Section 15-1-8 *Review Procedure Under the Code*, Section 15-1-21 *Notice Matrix*, Section 15-7-2 *Purpose*, Section 15-7-3 *Policy*, Section 15-7-4 *Authority*, Section 15-7-10 *Enforcement*, Section 15-7.1-1 *Jurisdiction*, Section 15-7.1-3 *Classification of Subdivision*, Section 15-7.1-6 *Final Subdivision Plat*, Chapter 15-15 *Defined Terms*

Subdivisions for Single-Family, Duplex, and Townhomes
Chapter 15-7.5 *Administrative Subdivision Procedure*

Reason for Review: The Planning Commission forwards a recommendation to the City Council and the City Council takes Final Action on Land Management Code Amendments.[2]

[2] LMC § 15-1-7

AMPD	Affordable Master Planned Development
CUP	Conditional Use Permit
HRL	Historic Residential Low – Density
HR-1	Historic Residential – 1
HR-2	Historic Residential – 2
LMC	Land Management Code
MPD	Master Planned Development
SSCUP	Steep Slope Conditional Use Permit

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

Summary

For efficiency, the proposed amendments consolidate pending Land Management Code (LMC) amendments:

- The amendments incorporate Planning Commission input regarding facilitation of future radon mitigation system installations and updates to Steep Slope Conditional Use Permits for Historic Residential Districts.
- The Historic Preservation Board unanimously recommends updating regulations related to materials and finishes for residential infill in Historic Residential Districts.
- Staff recommends minor modifications to driveway width standards in non-historic residential Zoning Districts to reflect built conditions and address ingress and egress to streamline building permit reviews.
- Staff recommends updates to Mobile Businesses, Food Trucks, Business License use reviews, and subdivision regulations to reflect changes to Utah Code.[3]

Analysis

(I) Align with state changes to building code that require accommodation for future radon mitigation equipment in residences.

The City Radon Task Force recommended amendments to the LMC to ensure future residential development accommodates radon mitigation equipment:

- In 2024, the Utah Legislature enacted *H.B. 518 State Construction Code Modifications* and adopted the International Residential Code Appendix F – Radon Control Methods, requiring accommodation of radon mitigation system installations in residential construction.
- The draft code requires a condition of approval for CUP (lines 223-256), MPD (lines 3,179-3,232), and AMPD (lines 3,249-3,287) reviews to provide applicants for residential projects with notice of what will be required at the building permit stage.

[3] The Utah Legislature enacted *H.B. 368 Local Land Use Amendments* requiring updates to annexations and public notice for land use regulations. Staff is working to draft these updates and will return to the Planning Commission later.

- For existing residential structures, retrofits are required through the Historic District Design Review process for remodels or additions (lines 3,852-3,857).[4]

(II) Update Steep Slope Conditional Use Permit criteria in Historic Residential Districts for consistency and to address engineering standards for retaining walls.

Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility, and historic fabric of the Historic Districts and Community Planning Strategy 15.9 is to update criteria for development on Steep Slopes to prevent incompatible mass and scale within the Historic Districts based on findings of periodic reviews of ongoing projects.

The amendments update Steep Slope Conditional Use Permit (SSCUP) regulations:

- Establish geotechnical criteria reviewed by the Building and Engineering Departments prior to Planning Commission review (lines 446, 731, and 1,047).
- Add regulations to Terracing modifications, wherein changes to the plans trigger a modification application and Planning Commission review and approval (lines 397, 682, and 999).
- Make the interior height regulation consistent in the HRL, HR-1, and HR-2 Zoning Districts (lines 572 and 879) and define “Lowest Floor Plane” (line 4,053).
- Require SSCUP review for patios, hot tubs, pools, landscaping/grading that change elevation greater than four feet with a cut into a Steep Slope (lines 377, 662, and 979).
- Outline submittal requirements to include visual assessment and a slope/topographic map (lines 457, 742, and 1,058).[5]

Staff, with feedback from the Planning Commission, Building, and Engineering Departments, recommends SSCUP criteria be updated:

A. **Steep Slope Determination**.

1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.

2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the

[4] The Planning Commission discussed and provided input on these proposed LMC amendments during a May 8, 2024 work session (Meeting Packet, Item 6B; Meeting Minutes, p. 27-30).
[5] On April 24, 2024, the Planning Commission conducted a work session regarding the proposed Steep SSCUP amendments (Staff Report; Meeting Minutes, p. 11).

Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.

3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.

4. Any disturbance that creates a change in elevation greater than four feet, cuts into the Steep Slope, or requires retaining walls to construct the Structure (including patio, hot tub, pool, landscaping/grading).

This new subsection captures structures that may not fall under the first three regulations but require regulation and review due to their impact to Steep Slopes.

The LMC in HR-1, HR-2, and HRL Zoning Districts lists nine criteria for Planning Commission review of SSCUPs.[6] Staff recommends modifications as follows:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis, including real-time photos taken within six months of application, of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. [~~The project may include terraced retaining Structures if necessary to regain Natural Grade.~~] The proposed plans shall include detailed information, including height from Existing Grade, width, and length of all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. A Building Permit, including drawings stamped by a licensed engineer, is required for any retaining wall or combination retaining wall with a total or combined height greater than four feet (4') in height. A combination retaining wall is defined as any series of retaining walls in which the horizontal separation between subsequent walls is closer than 1.5:1 compared to the height of the individual walls. If the height of any retaining walls is proposed to be modified by more than twelve inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action. Additionally, modifications of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission review and Final Action.

[6] LMC § 15-2.1-6, § 15-2.2-6, § 15-2.3-6

5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped back with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between the proposed Structure and the Historic character of the neighborhood's existing residential Structures.
10. **GEOTECHINCAL ANALYSIS.** For Structures that create a change in elevation greater than four feet, cut into the Steep Slope, or require retaining walls to construct the Structure, a geotechnical report is required. The Applicant shall provide the Planning Department with a geotechnical report prepared by a licensed geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a geotechnical survey if additional information is deemed necessary.
11. **VISUAL ASSESSMENT.**
    a. Four panoramic views of existing property showing the site from the perimeter of the property from 90-degree compass intervals (camera facing toward site). Four panoramic views showing the neighborhood taken from the perimeter of the property at 90-degree compass intervals (camera facing away from site). One aerial photograph placing the subject in a neighborhood context.
    b. Streetscape elevation – including 100 feet on either side of the

property along the project side of the street to indicate accurate height, width, and building or all proposed work in relation to existing surrounding and adjacent buildings, drawn at minimum 1/8 inch scale. If access to properties is limited, a photographic streetscape is allowed.

c. A 3D massing model illustrating the proposed project from designated Vantage Points (see Planning Staff to review and establish Vantage Points for the Application).
d. A rendering that superimposes the proposed project on a photo of the site and streetscape.

12. **SLOPE/TOPOGRAPHIC MAP.**
    a. The Applicant shall submit a certified boundary survey depicting contours at an interval of two feet (2') or less that identifies Very Steep Slopes (40% or greater) within fifty feet (50') of the Property boundary and highlights areas of high geologic hazard, areas subject to land sliding, and all Steep Slopes for areas with a rise of at least twenty-five feet (25') vertically and a run of at least fifty feet (50') horizontally in the following categories:
        i. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%) (shown in yellow)
        ii. Greater than thirty percent (30%) but less than or equal to forty percent (40%) (shown in orange)
        iii. Very Steep Slopes, greater than forty percent (40%) (shown in red)

The proposed change will help SSCUP plans that come before the Planning Commission reflect more accurately what the site will look like after a project is completed.

Staff also recommends making the interior height language consistent between the HRL, HR-1, and HR-2 Zoning Districts. In 2017, the interior height definitions included consistent language and outlined the "lowest floor plane" as the point of measuring interior height. In 2018, the HRL, HR-1, and HR-2 code was updated, and the word "finish" was included in the HR-1 and HR-2 interior height definitions to establish the "lowest **finish** floor plane" as the point of measuring interior height. Staff was not able to find an intentional distinction for this change between the 2017 Ordinance No. 2017-59 and the 2018 Ordinance No. 2018-27 and was unable to determine why the word "finish" was added to two of the Zoning Districts and not to all three. The existing code is outlined in the table below:

Zoning District	Height Regulation
HRL	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.[7]
HR-1	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest **finish** floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.[8]
HR-2	A Structure shall have a maximum height of thirty five feet (35') measured from the lowest **finish** floor plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.[9]

To be consistent, staff recommends modifying the language in HR-1 and HR-2 to remove the word "finish" to match the language of HRL, wherein "[a] Structure shall have a maximum height of thirty-five feet (35') measured from **the lowest floor plane** to the point of the highest wall top plate that supports the ceiling joists or roof rafters."

For consistent application of interior height, staff recommends defining "lowest floor plane":

LOWEST FLOOR PLANE. The bottom level of a structure, regardless of material (dirt, concrete, etc.) or the lowest point of excavation (excluding footings).

These modifications create consistency among the Historic Residential Districts.

(III) The Historic Preservation Board recommends updates to materials and finishes for residential infill in Historic Districts.

Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility, and historic fabric of the Historic Districts and Community Planning Strategy 15.4 is to annually review the regulations for Historic Districts and Historic Sites for regulatory consistency.

Materials in residential construction in the Historic Districts are regulated by LMC § 15-13-2 *Regulations for Historic Residential Sites* and LMC § 15-13-8 *Regulations for New Residential Infill Construction in Historic Districts*. Prior to a major overhaul of the Historic Districts Design Guidelines in 2019, materials for new residential buildings were encouraged to reflect materials used on Historic Structures, including the treatment of materials, such as painting wood siding opaque. However, it was not until the 2019 amendments to the Historic District Regulations that new residential buildings were required to be painted opaque. When the 2019 Historic District Regulations shifted from

[7] LMC § 15-2.1-5
[8] LMC § 15-2.2-5
[9] LMC § 15-2.3-5

‘encouraging’ to ‘required’ they also reinforced the allowance of synthetic or non-historic building materials by establishing a process by which an Applicant could provide a sample of alternative materials to the Planning Department for approval. There are opportunities to update the LMC to better reflect advances in the types of materials now available that may be compatible in the Historic Districts.

In response to community members who own property in the Historic Districts, and design professionals who work on projects in the Historic Districts, the Historic Preservation Board (HPB) reviewed and considered potential updates to materials and opacity requirements for new residential infill development in Historic Districts at the following meetings:

- June 7, 2023 (Packet, Item 6.B; Minutes, p. 13)
- December 6, 2023 (Packet, Item 6.C; Minutes, p. 10)
- April 3, 2024 (Packet, Item 7.A; Minutes, p. 7)
- February 5, 2025 (Packet, Item 8.A; Minutes, p. 15)

On January 24, 2025, the Planning Department conducted a Focus Group with design professionals who work in the Historic Districts to discuss potential materials that may be compatible in the Historic Districts and the requirement for opacity on new residential construction.

At the March 5, 2025 meeting, the HPB unanimously forwarded a positive recommendation to the Planning Commission and City Council to amend the LMC to:

- Remove the requirement for new residential buildings in the Historic District to be painted opaque,
- Create a process for establishing a list of materials that may be used on non-historic Structures and additions to Historic Structures that is reviewed and approved by the HPB (Packet, Item 6.D; Audio).

The HPB recommends that regulations for Historic Structures remain – Historic materials should be preserved and repaired with wood painted opaque.

The HPB supports more flexibility in opacity and the use of non-historic materials for non-historic Structures and additions to Historic Structures because:

1) Certain non-historic materials and various wood finishes can be compatible and complementary to the Historic District and Historic Structures by providing differentiation to distinguish old from new.
2) The Historic District Regulations for new residential infill, which require buildings to be compatible with Historic Structures through massing, roof form, building height and volume ensure the overall character of the Historic Districts is preserved.
3) Flexibility in materials and opacity for new residential infill allows for creativity and innovation in design, which provides interest and a sense of uniqueness, whereas overly restrictive standards can result in a monotonous, unimaginative and characterless pattern of development.

4) New materials offer innovation in sustainability, durability, and fire resistance.

The General Plan describes Historic District compatibility as the relationship between new additions, infill, and existing Historic Structures including texture, material, and architectural style. “While new construction and additions should complement existing [Historic Structures], they must also be seen as a product of their own time. Compatibility does not mean that new infill or additions must duplicate existing structures.”

The existing Historic District Regulations are effective at ensuring compatibility with form, resulting in new residential infill that shares fundamental similarities with Historic buildings; therefore, flexibility in the use of certain approved non-historic materials and finishes used on non-historic Structures will not diminish compatibility but rather, complement Historic Structures and provide differentiation between new and old.

Process for Vetting New Materials:
While existing Historic District Regulations for additions and new residential infill are effective in terms of ensuring overall form is emulated throughout the Historic Districts, they do not provide specificity on which non-historic materials may be used for new construction and require staff-level review and approval.

The new process proposed establishes an Advisory Committee with:

- Two HPB members.
- Three design professionals who apply to serve on the review committee and are selected by the two HPB members serving on the review committee.
- The Planning Department Historic Preservation team.
- The City’s Historic Preservation consultant (lines 3,739-3,742).

The Advisory Committee would create a list of approved Non-Historic Materials and finishes that are compatible with the Historic Districts to be reviewed and approved by the HPB. The new materials would be evaluated based on the following characteristics:

- Longevity (50-year lifespan)
- Energy performance
- Durable in this climate
- Fire Resistance
- Environmental benefit and impact (high recycled content, locally sourced, life cycle impact, or cradle to grave impact)
- Compatibility with the character of the Historic District (lines 3,804 and 3,865).

(IV) Update driveway widths for Single-Family Dwellings and Duplexes in non-historic districts to reflect the built environment and allow for ingress/egress to approved garages.

Prior to an LMC update in March of 1991, the driveway standard for Single-Family Dwellings in non-Historic Districts established a maximum curb cut of 15 feet. The 1991

update removed the curb cut language and increased the maximum width for Single-Family and Duplex driveways to 27 feet. However, there are many existing driveways that were approved to be constructed after 1991 that exceed 27 feet in width to accommodate safe ingress and egress for unique site constraints and to access multi-car garages.

Staff conducted research on Single-Family Dwellings approved since the 1991 code changes and found that the interpretation has been a limitation of a 27-foot-wide curb cut with an allowance for a 'flare' or increase in width once outside of the Front and Side Setback. When property owners with existing driveways that were approved to exceed the 27-foot width come forward to update their driveway, the current code conflicts with previous approvals and does not address site-specific constraints.

The proposed amendments to LMC § 15-3-3 *General Parking Area and Driveway Standards* require residential driveways in non-Historic Districts to maintain the 27-foot maximum width for the curb cut and length of the driveway through the Front or Side Setback and in some instances allow for a 'flare' or increase in width if determined to be needed by the Engineering Department for safe ingress/egress (lines 2,530-2,552).

(V) Enact Mobile Business regulations and update Business License reviews and Subdivision regulations to reflect changes to Utah Code.

Mobile Businesses

On May 3, 2023, the Utah Legislature enacted *H.B. 408 Mobile Business Licensing Amendments* to address Mobile Businesses and establish municipal review and regulation of them, defined by the state as "a business that maintains ongoing mobility and of which the receipt of goods or services offered and point of sales occurs within an enclosed vehicle, an enclosed trailer, or an enclosed mobile structure." The state specifies Mobile Businesses include barbers, beauty/cosmetics, cycling, cell phone, computer, footwear, media archive and transfer, pet grooming, sewing/tailoring, small engine, and "tool." Utah Code now addresses Food Trucks and Mobile Businesses through similar regulations in Chapter 11-56 and like Food Trucks, now requires municipalities to allow Mobile Businesses in Zoning Districts where restaurants are allowed.

The proposed amendments update regulations for Food Trucks and Mobile Businesses:

- Shift *Regulation of Food Trucks* from Title 4 *Licensing* (§ 4-5-6) to Title 15 *Land Management Code* to outline land use regulations for Enclosed Mobile Businesses, Food Trucks, Food Carts, and Ice Cream Trucks (§ 15-4-24 *Mobile Businesses*, lines 3,098-3,177).
- Remove restaurant uses from the HR-2 Zoning District to also prohibit Food Trucks and Mobile Businesses to meet the purposes of the Zoning District, which include minimizing impacts of commercial uses on surrounding residences (lines 818-819).

- Clarify that Mobile Businesses are not “Outdoor Events” (line 3,041).

Unlisted Use Reviews

In 2025, the Utah Legislature enacted *S.B. 179 Local Regulation of Business Entities Amendments* to create a process for reviewing uses that are new and not defined in the LMC. The proposed amendments:

- Establish a process for proposed business clarification requests and new or unlisted business uses.
- Business classification requests require Planning to evaluate a submitted use for compliance with defined terms in the LMC and determine whether it is aligned with a defined term, generates more new vehicle trips and parking, and increases noise, vibration, odors, steam, or other mechanical factors that might affect people and property offsite. Applicants disagreeing with the categorization may appeal to the Board of Adjustment (lines 161-182).
- New or Unlisted Business Use requests must be evaluated by Planning within 45 days and brought to the Planning Commission for review and recommendation to the City Council, including whether the new or unlisted business use should be allowed, conditional, or prohibited in Zoning Districts.
- Within 45 days after receiving a recommendation from the Planning Commission, the City Council must consider and determine whether to approve or deny the new or unlisted business use and designate appropriate Zoning Districts if approved. Applicants who disagree with the Council decision may appeal to the Board of Adjustment (lines 183-200).

Subdivision Regulations

The Utah Legislature made substantial modifications to municipal review of subdivisions for Single-Family, Duplex, and Townhome subdivisions in the past few years. On February 1, 2024, the City Council adopted Ordinance No. 2024-03 to enact a new Chapter 15-7.5 *Administrative Subdivision Procedures* to reflect *S.B. 174 Local Land Use and Development Revisions*. The updates:

- Limits the Planning Commission to one public hearing for preliminary subdivision reviews.
- Prohibits Planning Commission or City Council approval of final subdivision reviews and shifts final action to staff.
- Outlines timelines for review and final action.

Further changes by the Utah Legislature to subdivision reviews in 2024 and 2025 require additional amendments. In 2024, the Utah Legislature refined subdivision regulations and adopted *H.B. 476 Municipal Land Use Regulation Modifications*. The proposed amendments:

- Outline preliminary subdivision applications (line 3,614).

- Outline final subdivision applications (line 3,647).
- Establish additional review allowances when an applicant makes a material change to a plan set (line 3,679).
- Update the appeal process for subdivision reviews (line 3,702).

In 2025, the Utah Legislature enacted *S.B. 104 Boundary Line Amendments*. Utah Code used to define and establish a process for lot line adjustments, meaning the relocation of a lot line boundary between adjoining lots. LMC § 15-7.1-6(F) outlined a process wherein the Planning Director could approve a lot line adjustment if:

- No new developable lot or unit results.
- All contiguous property owners consent.
- No remnant land is created.
- The resulting adjustment is compatible with existing lot sizes in the immediate neighborhood.
- No zoning violations occur.
- No previous lot line has been adjusted for the lots.
- Written notice is provided.
- The City Engineer and Planning Director authorize the execution and recordation of a deed and plat to reflect the lot line adjustment.

The Utah Legislature struck the definition of lot line adjustment and created a new definition for a "boundary adjustment" – an agreement between property owners to relocate a common boundary. The Utah Legislature then created two new types of boundary adjustments: a "full boundary adjustment" and a "simple boundary adjustment."

A "simple boundary adjustment" does not affect a public right-of-way, municipal utility easement, or other public property; affect an existing easement, onsite wastewater system, or internal lot restriction or result in a lot or parcel out of conformity with land use regulations. A "full boundary adjustment" is not a "simple boundary adjustment" and requires a plat amendment.

As a result, staff recommends amending LMC § 15-15-1 to strike the definition of "lot line adjustment" and add a definition of "boundary adjustment," "simple boundary adjustment," and "full boundary adjustment" that references Utah Code definitions. Additionally, staff recommends modifying the LMC § 15-1-8 *Review Procedure Under the Code* and § 15-1-21 *Notice Matrix* (lines 137 and 265), Subdivision regulations in § 15-7-2 *Purpose*, § 15-7.1-6(F) *Final Subdivision Plat*, § 15-7-4 *Authority*, § 15-7-10 *Enforcement*, § 15-7.1-1 *Jurisdiction*, § 15-7.1-3 *Classification of Subdivision*, and § 15-7.1-6 *Final Subdivision Plat* to replace the term "lot line adjustment" with "boundary adjustment" (lines 3,292). Any "full boundary adjustment" will require a plat amendment in accordance with LMC § 15-7.1-3(B).

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 on April 7, 2025. Staff mailed courtesy notice to property owners on April 9, 2025. The *Park Record* published courtesy notice on April 9, 2025.[10]

Public Input

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

Alternatives

The Planning Commission may:

- Forward a positive recommendation for City Council consideration on June 5, 2025.
- Forward a positive recommendation for City Council consideration on June 5, 2025, with modifications.
- Forward a negative recommendation for City Council consideration on June 5, 2025.
- Request additional information and continue to a date certain.

Exhibit

A: Draft Ordinance No. 2025-XX

[10] LMC § 15-1-21

Ordinance No. 2025-XX

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY TITLES 4 *LICENSING* AND 15 *LAND MANAGEMENT CODE* TO COMPLY WITH CHANGES TO STATE CODE REGARDING MOBILE BUSINESSES, RADON MITIGATION SYSTEMS, AND SUBDIVISIONS, AND TO TITLE 15 *LAND MANAGEMENT CODE* TO CREATE A PROCESS FOR NEW OR UNLISTED USE REVIEWS AND TO UPDATE STEEP SLOPE CONDITIONAL USE PERMIT REGULATIONS FOR HISTORIC RESIDENTIAL DISTRICTS, MATERIALS FOR INFILL IN RESIDENTIAL HISTORIC DISTRICTS, DRIVEWAY STANDARDS FOR NON-HISTORIC RESIDENTIAL DISTRICTS, AND CHILD CARE LAND USE REGULATIONS

WHEREAS, changes to Utah Code enacted by the Utah Legislature require updates to the Municipal Code of Park City;

WHEREAS, the Utah Legislature enacted municipal regulations for mobile businesses requiring amendments to the Municipal Code and Land Management Code;

WHEREAS, the Utah Legislature enacted regulations that require new residential structures to be built to facilitate potential future installation of radon mitigation equipment requiring amendments to the Land Management Code;

WHEREAS, the Utah Legislature enacted regulations related to municipal review of subdivisions for single-family, duplex, and townhomes, and to lot line adjustments, requiring amendments to the Land Management Code;

WHEREAS, the Utah Legislature enacted requirements for municipal review of proposed uses not addressed in the Land Management Code, requiring the City to establish a review process;

WHEREAS, the Land Management Code implements the goals and policies of the Park City General Plan;

WHEREAS, Goal 15 of the General Plan is to preserve the integrity, mass, scale, compatibility, and historic fabric of the Historic Districts and Community Planning Strategy 15.4 is to annually review the regulations for Historic Districts and Historic Sites for regulatory consistency;

WHEREAS, General Plan Community Planning Strategy 15.9 is to update criteria for development on Steep Slopes for compatible mass and scale within the Historic Districts;

WHEREAS, the proposed amendments to Steep Slope Conditional Use Permit regulations in the Historic Residential – 1, Historic Residential – 2, and Historic Residential Low Zoning Districts establish consistency and address engineering standards for retaining walls;

WHEREAS, on March 5, 2025, the Historic Preservation Board held a public hearing and unanimously recommended updates for new infill materials and finishes in the Historic Residential Districts and the establishment of an advisory committee to compile and periodically update a list of materials and finishes that are historically compatible for consistency and to streamline the review process;

WHEREAS, the proposed amendments update driveway width for non-Historic residences and clarify curb cut width maximums to reflect built conditions and to streamline building permit reviews;

WHEREAS, General Plan Goal 12 is to foster diversity of jobs to provide greater economic stability and new opportunities for employment and City Implementation Strategy 12.13 recommends exploring opportunities for support services for the workforce;

WHEREAS, the City Council directed Planning staff to evaluate and update child care facility land use regulations to remove obstacles and reflect best practices;

WHEREAS, the proposed amendments shift child care facility review from the Planning Commission to staff, allow flexible parking arrangements, establish consistent and updated criteria for child care facility reviews, and update provisions to align with recent changes to Utah Code;

WHEREAS, on March 26, 2025 and April 23, 2025, the Planning Commission held a duly noticed public hearing to receive input on the proposed Municipal Code and Land Management Code amendments, and forwarded a _____ recommendation to City Council;

WHEREAS, on June 5, 2025, the City Council held a duly noticed public hearing;

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Municipal Code of Park City and Land Management Code to be consistent with the values and goals of the Park City General Plan and Utah Code; to protect health and safety and maintain the quality of life for its residents and visitors; to ensure compatible development; and to preserve the community's unique character; and

WHEREAS, the proposed Municipal and Land Management Code amendments are consistent with the following purposes of the Utah Municipal Land Use, Development, and Management Act Section 10-9a-102, Purposes – General land use authority:

1. The purposes of this chapter are to:
    a. provide for the health, safety, and welfare;
    b. promote the prosperity;
    c. improve the morals, peace, good order, comfort, convenience, and aesthetics of each municipality and each municipality's present and future inhabitants and businesses;
    d. protect the tax base;
    e. secure economy in government expenditures;
    f. foster the state's agricultural and other industries;
    g. protect both urban and nonurban development;
    h. protect and ensure access to sunlight for solar energy devices;
    i. provide fundamental fairness in land use regulation;
    j. facilitate orderly growth and allow growth in a variety of housing types; and
    k. protect property values.

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

SECTION 1. FINDINGS. The analysis section of the staff reports of the March 26, 2025 and April 23, 2025 Planning Commission and June 5, 2025 City Council meetings, are incorporated herein. The recitals above are incorporated herein as findings of fact.

SECTION 2. AMEND MUNICIPAL CODE OF PARK CITY TITLE 4 *LICENSING* SECTION 4-1-1 *DEFINITIONS*, SECTION 4-5-6 *REGULATION OF FOOD TRUCKS*, CHAPTER 4-9 *MOBILE VENDORS*, AND TITLE 15 *LAND MANAGEMENT CODE* SECTION 15-1-8 *REVIEW PROCEDURE UNDER THE CODE*, 15-1-10 *CONDITIONAL USE REVIEW PROCESS*, 15-1-21 *NOTICE MATRIX*, SECTION 15-2.1-2 *USES*, 15-2.1-6 *DEVELOPMENT ON STEEP SLOPES*, SECTION 15-2.2-2 *USES*, SECTION 15-2.2-5 *BUILDING HEIGHT*, SECTION 15-2.2-6 *DEVELOPMENT ON STEEP SLOPES*, SECTION 15-2.3-2 *USES*, SECTION 15-2.3-5 *BUILDING HEIGHT*, SECTION 15-2.3-6 *DEVELOPMENT ON STEEP SLOPES*, SECTION 15-2.4-2 *USES*, SECTION 15-2.5-2 *USES*, SECTION 15-2.6-2 *USES*, SECTION 15-2.7-2 *USES*, SECTION 15-2.9-2

USES, SECTION 15-2.10-2 *USES*, SECTION 15-2.11-2 *USES*, SECTION 15-2.12-2 *USES*, SECTION 15-2.13-2 *USES*, SECTION 15-2.14-2 *USES*, SECTION 15-2.15-2 *USES*, SECTION 15-2.16-2 *USES*, SECTION 15-2.17-2 *USES*, SECTION 15-2.18-2 *USES*, SECTION 15-2.19-2 *USES*, SECTION 15-2.22-2 *USES*, SECTION 15-2.23-2 *USES*, SECTION 15-3-3 *GENERAL PARKING AREA AND DRIVEWAY STANDARDS*, SECTION 15-3-6 *PARKING RATIO REQUIREMENTS FOR SPECIFIC LAND USE CATEGORIES*, SECTION 15-4-9 *CHILD CARE AND CHILD CARE FACILITIES*, SECTION 15-4-21 *GOODS AND USES TO BE WITHIN ENCLOSED BUILDING*, SECTION 15-4-24 *MOBILE BUSINESSES*, SECTION 15-6-5 *MASTER PLANNED DEVELOPMENT REQUIREMENTS*, SECTION 15-6.1-11 *SITE PLANNING*, SECTION 15-7-2 *PURPOSE*, SECTION 15-7-4 *AUTHORITY*, SECTION 15-7-10 *ENFORCEMENT*, SECTION 15-7.1-1 *JURISDICTION*, SECTION 15-7.1-3 *CLASSIFICATION OF SUBDIVISION*, SECTION 15-7.1-6 *FINAL SUBDIVISION PLAT*, SECTION 15-7.5-3 *DEFINITIONS*, SECTION 15-7.5-4 *PRELIMINARY SUBDIVISION REVIEW*, SECTION 15-7.5-5 *FINAL SUBDIVISION REVIEW*, 15-7.5-6 *REVIEW CYCLES*, SECTION 15-7.5-8 *APPEAL*, SECTION 15-11-16 *ADDITIONAL DUTIES*, SECTION 15-13-2 *REGULATIONS FOR HISTORIC RESIDENTIAL SITES*, SECTION 15-13-7 *ADDITIONAL REGULATIONS*, SECTION 15-13-8 *REGULATIONS FOR NEW RESIDENTIAL INFILL CONSTRUCTION (AND NON-HISTORIC RESIDENTIAL SITES) IN HISTORIC DISTRICTS*, SECTION 15-1-1 *DEFINITIONS*, AND SECTION 15-15-2 *LIST OF DEFINED TERMS*.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS 5th DAY OF JUNE 2025.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney’s Office

4-1-1 Definitions

MOBILE VENDOR. One who sells non-food goods such as flowers, agricultural products, or merchandise from push carts, mobile wagons, or motor vehicles. Mobile Vendors do not include ~~[Food Truck Operators]~~ Mobile Businesses.

MOBILE BUSINESS. As defined in Chapter 15-15.

RESTAURANT. A Business location at which a variety of foods are prepared and at which complete meals are served to the general public in indoor or outdoor dining accommodations. This does not include ~~[Mobile Vendors or] [Food Trucks]~~ Mobile Businesses.

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~~**[4-5-6 Regulation Of Food Trucks**~~

~~A. **Location and Site Requirements.** Food Trucks must be properly licensed and may only operate at approved Food Truck Locations.~~

~~1. Size and location of the Site shall be located within a zone designated as allowing Food Truck Locations;~~

~~2. Food Truck(s) must not be located within ten feet (10') of the extension of any building entranceway, doorway, or emergency egress;~~

3. Food Truck(s) shall not operate within the right-of-way unless a franchise agreement has been granted;

4. On lots less than one-half (1/2) acre, no more than one (1) Food Truck is allowed to operate.

5. Food Truck(s) and/or patrons must not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation or access to any public alley, access easement, or sidewalks and pathways;

6. Food Truck(s) shall be sited on an approved hard-surfaced area;

7. Food Truck(s) shall not have a drive-through;

8. Shall provide trash and recycling pickup areas and shall identify the location of restroom facilities; and

9. Food Truck Locations may not occupy code required parking areas for previously approved Development Activity, except for public parking areas approved by a concession contract by City Council in the Historic Commercial Business District.

B. **Sales Within the Public Right-of-Way and Franchise Agreements.**

1. In order to control vending within any public right-of-way in Park City, only those Food Trucks who have obtained the grant of a franchise from the City or under a permitted Special Event may operate within the public right-of-way. Absent all proper permitting, vending within any public right-of-way is strictly prohibited.

2. The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for voiding the franchise agreement, in addition to any other remedy at law.

C. **Operation Requirements.** Unless a franchise agreement or permit specifies operation requirements for a specific Food Truck different from the requirements in this section, Food Truck(s) must be operated in a manner consistent with the following:

1. Food Truck(s) may not park in one location for more than twelve (12) hours during any twenty-four (24) hour period;

2. Food Truck(s) in Commercial Zoning Districts shall operate no later than 2:00 a.m.;

3. Food Truck(s) in Residential Zoning Districts shall operate no later than 10:00 p.m.;

4. Amplified music or noise is not permitted;

5. If proposed, there shall be a designated plan for the control of delivery and service vehicles, delivery of supplies, loading and unloading zones;

6. Food Truck(s) shall be occupied by the owner or operator at all times;

7. Food Truck Locations within 500 feet of a Level Four and/or Level Five Special Event area may have Conditions of Approval restricting operation during a Special Event period;

8. Signs and lighting shall be affixed to the Food Truck(s). Signs shall comply with Title 12 Sign Code and lighting shall comply and LMC 15-5-5(J) Lighting; and

9. Food Trucks may only operate on property that has been issued a Food Truck Conditional Use Permit under Title 15, Land Management Code. Food Trucks may only operate on private property with the express prior written permission of a person with authority to act on behalf of the property owner. The written permission shall include any restrictions such as specific location on the property, hours of operation, limitations on employee and/or public sales, etc. Food Trucks are prohibited on City property except as authorized in writing by the City on City-owned property for which a Food Truck Conditional Use Permit under Title 15, Land Management Code, has been issued. The Food Truck, while operating, shall produce the written permission upon request of an authorized City official.

D. **Homemade Food Producer**

1. Those producing homemade food or homemade food products pursuant to the Home Consumption and Homemade Food Act are required to obtain a Business license pursuant to this Title but may be exempt from

~~health department approval required in Subsection A so long as the producer meets the requirements outlined in Utah Code Ann. 4-5a-101 et seq., as amended.]~~

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4-9 Mobile Vendors and Mobile Businesses

4-9-1 General

~~[It shall be unlawful to sell non-food goods such as flowers, agricultural products, or merchandise from push carts, mobile wagons, or motor vehicles]~~ Mobile Vendors and Mobile Businesses may only operate on private ~~[or]~~ and public property ~~[except]~~ as authorized and licensed under this Title and Title 15, Land Management Code, or as permitted for Special Events.

~~[It shall be unlawful for Mobile Businesses to operate on private or public property except as authorized and licensed under this Title and Title 15, Land Management Code, or except as permitted for Special Events.]~~

4-9-2 Sales Within Public Right-of-Way

In order to control vending within any public right-of-way in Park City, only those Mobile Vendors and Mobile Businesses who have obtained the grant of a franchise from the City or under a permitted Special Event may operate within the public right-of-way. Absent all proper permitting, vending within any public right-of-way is strictly prohibited.

4-9-3 Terms and Conditions

Licensed Mobile Vendors and Mobile Businesses shall be subject to the following terms and conditions:

A. Limitations on Locations.

1. If a franchise has been obtained from the City, Mobile Vendors and Mobile Businesses vending from motor vehicles, which shall include any motorized means of conveyance that is required to be licensed by the State Division of Motor Vehicles shall be restricted in the Single Family Zone, the RD-MPD Zones within Park Meadows, all Historic Residential Zones (HR-1, HR-2, HRC, HRM), and Sullivan Lane, as designated on the Official Zoning Map of Park City.

2. Mobile Vendors and Mobile Businesses are prohibited from vending in locations included in any special event boundary, unless permitted for a Special Event.

3. Mobile Vendors and Mobile Businesses vending on City rights-of-way during construction or other situations creating a public health or safety concern may be prohibited by the City Engineer or Chief of Police. The City will inform any franchise holder of these limitations and the duration of their effect.

4. It shall be unlawful for any Mobile Vendors or Mobile Businesses to obstruct pedestrian or vehicular traffic on streets or sidewalks.

5. It shall be unlawful for any Mobile Vendors or Mobile Businesses Engaging in Business in a location that impairs reasonable pedestrian or vehicular access to any adjoining building, alley, yard, or other property.

B. ~~**Vendors Required To Move Location.**~~ **Mobile Vendors or Mobile Businesses Required to Move Location.** ~~[It shall be unlawful for any Mobile Vendor to obstruct pedestrian or vehicular traffic on streets or sidewalks.]~~ It shall also be unlawful for any Mobile Vendors or Mobile Businesses to remain in a fixed location for more than one day at a time. Mobile Vendors and Mobile Businesses shall move a distance of at least 50 feet from their prior location every hour during which they are Conducting Business.

C. Franchise Agreement. The City, in its sole discretion, may determine the number of franchises to award based upon public necessity, demand of service, pedestrian and vehicular traffic compatibility, competition, and public safety. Any violation of the franchise agreement is grounds for voiding the franchise agreement, in addition to any other remedy at law.

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15-1-8 Review Procedure Under The Code

A. No Building Permit shall be valid for any Building project unless the plans for the proposed Structure have been submitted to and have been approved by the Planning, Engineering and Building Departments.

B. No new Use shall be valid on any Property within the City unless the Use is allowed.

C. No Subdivision shall be valid without approval of the Planning Commission with all conditions of approval completed.

D. Proposals submitted to the Planning Department must be reviewed according to the type of Application filed. Unless otherwise provided for in this LMC, only one (1) Application per type, per Property, will be accepted and processed at a time.

E. The Planning, Engineering and Building Departments review all Allowed Uses, Administrative Simple Boundary Adjustments [~~Lot Line Adjustments~~], Administrative Permits, and Administrative Conditional Use permits.

F. Projects in the Historic Districts and Historic Sites outside the Historic Districts are subject to design review under the [~~Design Guidelines for Historic Districts and Historic Sites~~] Regulations for Historic Districts and Historic Sites .

G. Conditional Uses and Master Planned Developments are initially reviewed by staff and submitted to the Planning Commission for review, final permitting and Final Action.

H. Subdivisions and Plat Amendments are initially reviewed by staff and submitted to the Planning Commission for Final Action.

I. Variances, Special Exceptions, Non-Conforming Uses and Non-Complying Structures are reviewed by the Board of Adjustment.

J. Proposed Business Classification Request. Applicants may submit a written classification to the Planning Department that outlines a proposed business use.

1. If the proposed use aligns with an existing use defined in Section 15-15-1 and meets the criteria below, the Planning Department will inform the

Applicant that they may submit a business license application subject to the regulations of the existing use in appropriate Zoning Districts.

1. The proposed use will not generate more new vehicle trips than the existing use with which it aligns.
2. The proposed use does not generate increased demand for delivery and service vehicles, loading and unloading zones, and trash and recycling than the existing use with which it aligns.
3. The amount of off-Street parking for the proposed use is comparable to the existing use.
4. The proposed use does not generate noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site.
5. If the proposed use does not align with an existing use, it will be determined to be a New or Unlisted Business Use and the Planning Department will inform the Applicant that they may proceed under the New or Unlisted Business Use Section.
6. If the Applicant disagrees with the classification, the Applicant may appeal to the Board of Adjustment.

2. New or Unlisted Business Uses. If a proposed business use is determined to be a New or Unlisted Business Use, Applicants may submit a written application for the approval of the New or Unlisted Business Use to the Planning Department. The Planning Department shall:

1. Within 45 days of the written request, provide a recommendation for the New or Unlisted Business Use as Allowed, Conditional, or prohibited in all Zoning Districts for review by the Planning Commission and recommendation to the City Council.
2. Within 45 days after receiving a recommendation from the Planning Commission, the City Council shall consider and determine whether to approve or deny the New or Unlisted Business Use.
3. If the City Council approves a New or Unlisted Business Use, the City Council shall designate all appropriate Zoning Districts for the use.
4. If the City Council denies the New or Unlisted Business Use, the City Council shall notify the applicant in writing of each reason for the denial or classification. The Applicant may appeal a New or Unlisted Business Use determination to the Board of Adjustment.

K. No review may occur until all applicable fees have been paid. Final approval is not effective until all other fees including engineering fees have been paid, and following applicable staff review.

RECOMMENDATION (y) FINAL ACTION (X) and APPEAL (z)						
	Planning	HPB	Board of Adjustment	Planning Commission	City Council	Appeal Panel
Allowed Use	X					
Historic District Design Review	X		z			

Administrative Permits	X			z		
Conditional Use				X		z
Conditional Use Admin.	X			z		
Determination of Significance		X	z			
MPD				X		z
Determination of Non-Conforming Use and Non-Complying Structures	X		z			
Change of Non-Conforming Use			X			
Historic Preservation Board Review for Material Deconstruction		X	z			
Plat Amendment				X		z
Variance			X			
Subdivision and Condominium Plats				X		z
Annexation and Zoning				y Recommendation to CC	X	
Zoning Appeal			X			
LMC Amendments				y Recommendation to CC	X	

*All Applications shall be filed with the Planning Department. Planning Department staff makes a recommendation to the appropriate decision making body (X).

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 15-53 on 12/17/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2023-36 on 7/13/2023

Amended by Ord. 2023-49 on 10/26/2023

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15-1-10 Conditional Use Review Process

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

1. size and location of the Site;

2. traffic considerations including capacity of the existing Streets in the Area;

3. utility capacity, including Storm Water run-off;

4. emergency vehicle Access;

5. location and amount of off-Street parking;

6. internal vehicular and pedestrian circulation system;

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

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

9. usable Open Space;

10. signs and lighting;

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

12. noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;

13. control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;

14. expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;

15. within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and

appropriateness of the proposed Structure to the existing topography of the Site; and

16. reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

17. radon mitigation; the Planning Director or Planning Commission shall require residential Conditional Uses to include the installation of a basic radon remediation system that allows for the installation of a radon remediation air handler if or when radon mitigation is required for the space in accordance with residential building codes.

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HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 2016-44 on 9/15/2016

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15-1-21 Notice Matrix

NOTICE MATRIX (See Section 15-1-12 for specific notice requirements)

ACTION:	POSTED IN A PUBLIC LOCATION WITHIN THE CITY:	MAILING:	PUBLISHED ON THE CITY WEBSITE AND ON THE UTAH PUBLIC NOTICE WEBSITE):
Zoning and Rezoning	10 days prior to the first hearing before Planning Commission and City Council in the area to be zoned or rezoned. Any subsequent hearings shall be posted at least 24 hours prior to hearing.	Required mailing 10 days prior to the first hearing to each resident in the area to be zoned or rezoned, Affected Entity, and to each Property Owner whose property is at least partially within the area to be zoned or rezoned.	10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be so published at least 24 hours prior to hearing.

LMC Amendments	10 days prior to the first hearing before the Planning Commission and City Council in a place reasonably likely to be seen by residents. Any subsequent hearings shall be posted at least 24 hours prior to hearing.	Required mailing 10 days prior to the first hearing to each Affected Entity and to each resident and Property Owner in the area directly affected by the amendments.	10 days prior to the first hearing before the Planning Commission and City Council. Any subsequent hearings shall be so published at least 24 hours prior to hearing.
General Plan Amendments	10 days prior to the first hearing before the Planning Commission and City Council in a place reasonably likely to be seen	Required mailing 10 days prior to the first hearing to each Affected Entity.	10 days prior to the first hearing. Any subsequent hearings shall be so published at least 24 hours prior to hearing.

	by residents. Any subsequent hearings shall be posted at least 24 hours prior to hearing.		
Master Planned Developments (MPD)	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing.
Appeals of Planning Director, Historic Preservation Board, or Planning Commission decisions or City Council Call-Up	14 days prior to the date set for the appeal, reconsideration, or call-up hearing (See Section 15-1-18).	Courtesy mailing 14 days prior to the appeal, reconsideration, or call-up hearing, to all parties who received mailed	14 days prior to the date set for the appeal, reconsideration, or call-up hearing (See Section 15-1-18).

and Reconsideration		notice for the action being appealed (See Section 15-1-18).	
Conditional Use Permit	14 days prior to the first hearing before the Planning Commission.	Courtesy mailing 14 days prior to the first hearing before the Planning Commission, to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission.
Administrative Conditional Use Permit	10 days prior to Final Action.	Courtesy mailing 10 days prior to Final Action, to adjacent Property Owners.	No published notice required.

Administrative Permit	10 days prior to Final Action.	Courtesy mailing 10 days prior to Final Action, to adjacent affected Property Owners.	No published notice required.
Variance Requests, Non-conforming Use Modifications and Appeals to Board of Adjustment	14 days prior to the first hearing before the Board of Adjustment.	Courtesy mailing 14 days prior to the first hearing before the Board of Adjustment, to owners within 300 ft.	14 days prior to the first hearing before the Board of Adjustment.
Certificate of Appropriateness for Demolition (CAD)	45 days on the Property upon refusal of the City to issue a CAD; 14 days prior to the first hearing	Courtesy mailing 14 days prior to the first hearing before the Historic Preservation	14 days prior to the first hearing before the Historic Preservation Board.

	before the CAD Hearing Board.	Board, to Property Owners within 300 ft.	
Determination of Significance	14 days prior to the first hearing before the Historic Preservation Board.	Courtesy mailing 14 days prior to the first hearing before the Historic Preservation Board to property owners within 100 feet.	14 days prior to the first hearing before the Historic Preservation Board.
Historic Preservation Board Review for Material Deconstruction	14 days prior to the first hearing before the Historic Preservation Board.	Courtesy mailing 14 days prior to the first hearing before the Historic Preservation Board to	14 days prior to the first hearing before the Historic Preservation Board.

		property owners within 100 feet.	
Historic District or Historic Site Design Review	First Posting: The Property shall be posted for a 14 day period once a Complete Application has been received. The date of the public hearing shall be indicated in the first posting. Other posted legal notice not required. Second Posting: For a 30 day period once the Planning	First Courtesy Mailing: To Property Owners within 100 feet once a Complete Application has been received, establishing a 14 day period in which written public comment on the Application may be taken. The date of the public hearing shall be indicated.	If appealed, then once 14 days before the date set for the appeal.

	Department has determined the proposed plans comply or does not comply with the Design Guidelines for Historic Districts and Historic Sites. Other posted legal notice not required.	Second Courtesy Mailing: To Property Owners within 100 feet and individuals who provided written comment on the Application during the 14 day initial public comment period. The second mailing occurs once the Planning Department determines whether the proposed plans comply or do not comply with	

		the Design Guidelines for Historic Districts and Historic Sites and no later than 45 days after the end of the initial public comment period. This establishes a 30 day period after which the Planning Department's decision may be appealed.	
Annexations	Varies, depending on number of Owners and current State law. Consult with the Legal Department.		

Termination of Project Applications	- - - - - - - - - -	Required mailing to Owner/Applicant and certified Agent by certified mail 14 days prior to the Planning Director's termination and closure of files.	- - - - - - - - - - - -
Simple Boundary Adjustments [~~Lot Line Adjustments~~]: Between 2 Lots without a plat amendment	10 days prior to Final Action on the Property. Other posted legal notice not required.	Courtesy mailing to Property Owners within 300 ft. at time of initial Application for Lot line adjustment. Need consent letters, as	No published notice required.

		described on the Planning Department Application form, from all adjacent Owners.	
Preliminary and Final Subdivision Plat Applications	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission.
Condominium Plats	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission.

Condominium Plat Amendments	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission.
Subdivision Plat Amendments	14 days prior to the first hearing.	Courtesy mailing 14 days prior to the first hearing, to Property Owners within 300 ft.	14 days prior to the first hearing before the Planning Commission.
Implementing an Amendment to Adopted Specifications for Public Improvements that Apply to a		The City shall give a thirty (30) day mailed notice and an opportunity to comment to anyone who has requested	

Subdivision or Development		the notice in writing.	
Vacating or Changing a Public Street, Right-of-Way, or Easement	10 days prior to each hearing before the City Council on or adjacent to the Street, Right-of-Way, or easement or in a public location that is reasonably likely to be seen by persons who are likely to be impacted.	Required mailing to each Property Owner of record of each Parcel or Lot that is accessed by the Public Street, Right-of-Way or easement and each Affected Entity at least 10 days prior to the hearing before the City Council.	10 days prior to the hearing before the City Council.
Extension of Approvals	Posted notice shall be the same as required for	Mailed notice shall be the same as required for the	Published notice shall be the same as required for the original application.

	the original application.	original application.	

1) For all Applications, notice will be given to the Applicant of date, time, and place of the public hearing and public meeting to consider the Application and of any Final Action on a pending Application.

2) All notices, unless otherwise specified in this Code or by State law, must state the general nature of the proposed action; describe the land affected; and state the time, place and date of the hearing. Once opened, the hearing may be continued, if necessary, without re-publication of notice until the hearing is closed.

3) A copy of each Staff report regarding the Applicant, or the pending Application, shall be provided to the Applicant at least three (3) business days before the public hearing or public meeting.

4) If notice provided per this Section is not challenged within 30 days after the meeting or action for which notice is given, the notice is considered adequate and proper.

5) All days listed are the minimum number of days required.

Appendix A – Official Zoning Map (Refer to the Planning Department)

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 15-53 on 12/17/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-46 on 8/2/2018

Amended by Ord. 2023-49 on 10/26/2023

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15-2.1-2 Uses

Uses in the HRL District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Home Occupation
3. Child Care, In-Home Babysitting
4. ~~[Child Care, Family[1]]~~
4. Child Care, Family Group[1]
5. Accessory Building and Use
6. Conservation Activity
7. Agriculture

8. Residential Parking Area or Structure with four (4) or fewer spaces

9. Internal Accessory Dwelling Unit[9]

10. Accessory Apartment[3]

B. **CONDITIONAL USES.**

1. Nightly Rentals[2]

2. Lockout Unit

3. Child Care Center[1]

4. Essential Municipal and Public Utility Use, Facility, Service and Structure

5. Telecommunication Antenna[4]

6. Satellite dish greater than thirty-nine inches (39") in diameter[5]

7. Residential Parking Area or Structure five (5) or more spaces

8. Temporary Improvement[6]

9. Passenger Tramway Station and Ski Base Facility[7]

10. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge[6]

11. Recreation Facility, Private[10]

12. Fences greater than six feet (6') in height from Final Grade[5,8]

13. Temporary Structures, excluding yurts.[11]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[2]The HRL Zoning District is divided into three sub-neighborhoods: the western sub-neighborhood along Sampson Avenue, Ridge Avenue, and King Road; the McHenry Avenue Sub-neighborhood; and the Lower Rossi Hill sub-neighborhood along Deer Valley Loop and Rossi Hill Drive. No more than twelve (12) Conditional Use Permits shall be allowed in the western sub-neighborhood. Nightly Rentals are prohibited in the McHenry Avenue sub-neighborhood. Nightly Rentals in the Lower Rossi Hill sub-neighborhood require a Conditional Use Permit. For Nightly Rentals in the western sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site Parking Spaces; (b) all rental agreements shall include language indicating that all-wheel drive vehicles are required during the winter season; (c) all rental agreements shall provide Nightly Renters with information regarding walkable access to skiing, to Park City's Historic Main Street, to Old Town, and to Park City's free transit service; and (d) property management contact information shall be displayed in a prominent location inside the Nightly Rental. For Nightly Rentals in the Lower Rossi Hill sub-neighborhood, in addition to the Conditional Use Permit criteria in LMC § 15-1-10(E), the Planning Commission shall consider whether or not the proposed Nightly Rental mitigates the impacts of and addresses the following items: (a) all rental agreements for Nightly Rental shall include language that limits the vehicles allowed to the number of on-site parking spaces; and (b) property management contact information shall be displayed in a prominent location inside the Nightly Rental.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[4]See Section 15-4-14, Telecommunications Facilities.

[5]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[6]Subject to Administrative or Administrative Conditional Use permit, see LMC Chapter 15-4.

[7]See Section 15-4-18, Passenger Tramways and Ski-Base Facilities.

[8]See Section 15-4-2, Fences and Retaining Walls.

[9]See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings designated Significant or Landmark Historic Sites on the Park City Historic Sites Inventory are subject to an Administrative Conditional Use Permit.

[10]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[11]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

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Amended by Ord. 2020-37 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-06 on 2/4/2021

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2024-11 on 5/23/2024

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15-2.1-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements,

and consistent with the Design ~~[Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. **Steep Slope Determination**.

1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of (30%) or greater.
4. Any disturbance that creates a change in elevation greater than four feet, cuts into the Steep Slope, or requires retaining walls to construct the Structure (including patio, hot tub, pool, landscaping/grading).

B. **Conditional Use Permit Criteria**.

The Planning Commission may review Steep Slope Conditional Use permit

Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis, including real-time photos taken within six months of application, of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade, width, and length of all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. A Building Permit, including drawings stamped by a licensed engineer, is required for any retaining wall or combination retaining wall with a total or combined height greater than four feet (4') in height. A combination retaining wall is defined as any

series of retaining walls in which the horizontal separation between subsequent walls is closer than 1.5:1 compared to the height of the individual walls. If the height of any retaining walls is proposed to be modified by more than twelve inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action. Additionally, modifications of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped back with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.

7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HRL District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.1-5. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.
10. **GEOTECHINCAL ANALYSIS.** For Structures that create a change in elevation greater than four feet, cut into the Steep Slope, or require retaining walls to construct the Structure, a Geotechnical report is required. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a licensed geotechnical engineer,

engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

11. **VISUAL ASSESSMENT.**

a. Four panoramic views of existing property showing the site from the perimeter of the property from 90-degree compass intervals (camera facing toward site). Four panoramic views showing the neighborhood taken from the perimeter of the property at 90-degree compass intervals (camera facing away from site). One aerial photograph placing the subject in a neighborhood context.

b. Streetscape elevation – including 100 feet on either side of the property along the project side of the street to indicate accurate height, width, and building or all proposed work in relation to existing surrounding and adjacent buildings, drawn at minimum 1/8 inch scale. If access to properties is limited, a photographic streetscape is allowed.

c. A 3D massing model illustrating the proposed project from designated Vantage Points (see Planning Staff to review and establish Vantage Points for the Application).

d. A rendering that superimposes the proposed project on a photo of the

site and streetscape.

12. **SLOPE/TOPOGRAPHIC MAP.**

a. The Applicant shall submit a certified boundary survey depicting contours at an interval of two feet (2') or less that identifies Very Steep Slopes (40% or greater) within fifty feet (50') of the Property boundary and highlights areas of high geologic hazard, areas subject to land sliding, and all Steep Slopes for areas with a rise of at least twenty-five feet (25') vertically and a run of at least fifty feet (50') horizontally in the following categories:

i. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%) (shown in yellow)

ii. Greater than thirty percent (30%) but less than or equal to forty percent (40%) (shown in orange)

iii. Very Steep Slopes, greater than forty percent (40%) (shown in red)

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2023-49 on 10/26/2023

. . . .

15-2.2-2 Uses

Uses in the HR-1 District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Lockout Unit[1]
3. Nightly Rental[1]
4. Home Occupation
5. Child Care, In-Home Babysitting[2]
6. ~~[Child Care, Family[2]]~~
6. Child Care, Family Group[2]
7. Accessory Building and Use
8. Conservation Activity
9. Agriculture
10. Residential Parking Area or Structure, with four (4) or fewer spaces
11. Internal Accessory Dwelling Unit[10]
12. Accessory Apartment[3]

B. **CONDITIONAL USES.**

1. Duplex Dwelling
2. Guest House on Lots one (1) acre or greater
3. Secondary Living Quarters
4. Group Care Facility
5. Child Care Center
6. Public and Quasi-Public Institution, church and school
7. Essential Municipal and Public Utility Use, Facility, Service, and Structure
8. Telecommunication Antenna[4]
9. Satellite Dish, greater than thirty-nine inches (39") diameter[5]
10. Bed and Breakfast Inn[6]
11. Boarding House, hostel[6]
12. Hotel, Minor, (fewer than sixteen (16) rooms)[6]
13. Residential Parking Area or Structure with five (5) or more spaces.
14. Temporary Improvement[7]
15. Passenger Tramway Station and Ski Base Facility[8]
16. Ski Tow, Ski Lift, Ski Run, and Ski Bridge[8]
17. Recreation Facility, Private[11]

18. Fences greater than six feet (6') in height from Final Grade[7,9]

19. Temporary Structures, excluding yurts.[12]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of a Lockout Unit requires a Conditional Use permit.

[2]See Section 15-4-9, Child Care and Childcare Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[4]See Section 15-4-14, Telecommunication Facilities.

[5]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[6]In Historic Buildings and/or Structures only. Parking requirements of Chapter 15-3 shall apply.

[7]Subject to Administrative or Administrative Conditional Use permit.

[8]See Section 15-4-18, Passenger Tramways and Ski-Base Facilities.

[9]See Section 15-4-2, Fences and Retaining Walls.

[10]See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings designated Significant or Landmark Historic Sites on the Park City Historic Sites Inventory are subject to an Administrative Conditional Use Permit.

[11]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[12]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2024-11 on 5/23/2024

. . . .

15-2.2-5 Building Height

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') of Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The following height requirements must be met:

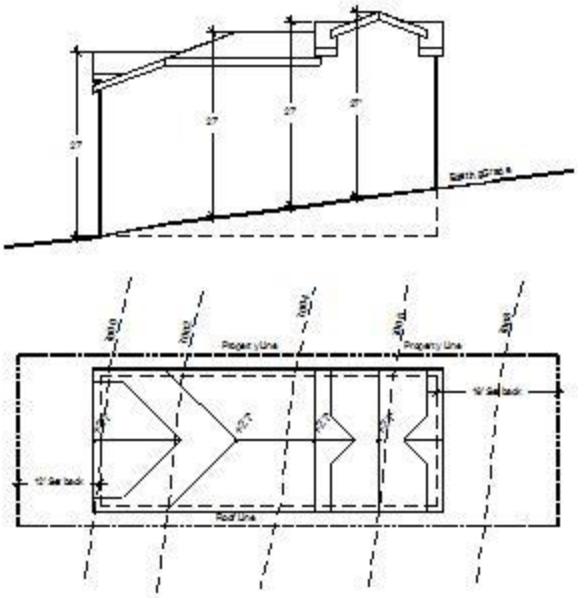
A. A Structure shall have a maximum height of thirty five feet (35') measured from the [~~lowest finish floor plane~~] Lowest Floor Plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters.

B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.

C. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).

1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.
2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
3. A Structure containing a flat roof shall have a maximum height of thirty-five feet (35') measured from the lowest floor plan to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four inches (24") above the highest top plate mentioned above. Any required railings for a Green Roof

shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

D. **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:

1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems, when enclosed or Screened, may extend up to five feet (5') above the height of the Building. See Section 15-5-5.
3. **ELEVATOR ACCESS**. The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:
    1. The proposed .height exception is only for the Area of the elevator. No increase in square footage is being achieved.
    2. The proposed option is the only feasible option for the elevator on the Site.

3. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.

4. **GARAGE ON DOWNHILL LOT**. The Planning Commission may allow additional Building Height (see entire Section 15-2.2-5) on a downhill Lot to accommodate a single car wide garage in a Tandem Parking configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as dimensioned within this Code, Chapter 15-3. The additional Building Height may not exceed thirty-five feet (35') from Existing Grade.

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 09-40 on 11/5/2009

Amended by Ord. 13-48 on 11/21/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-59 on 11/9/2017

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2020-42 on 9/17/2020

15-2.2-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the ~~[Design Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-13 and Architectural Review Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. **Steep Slope Determination.**

1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty percent (30%) or greater.
3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of thirty percent (30%) or greater.

4. Any disturbance that creates a change in elevation greater than four feet, cuts into the Steep Slope, or requires retaining walls to construct the Structure (including patio, hot tub, pool, landscaping/grading).

B. **Conditional Use Permit Criteria.**

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis, including real-time photos taken within six months of application, of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade, width, and

length of all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. A Building Permit, including drawings stamped by a licensed engineer, is required for any retaining wall or combination retaining wall with a total or combined height greater than four feet (4') in height. A combination retaining wall is defined as any series of retaining walls in which the horizontal separation between subsequent walls is closer than 1.5:1 compared to the height of the individual walls. If the height of any retaining walls is proposed to be modified by more than twelve inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action. Additionally, modifications of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION.** Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped back with the Grade and broken into a series of individual smaller components that are

Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.

7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a “wall effect” along the Street front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.
8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-1 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.2-5. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and the Historic character of the neighborhood's existing residential Structures.

10. **GEOTECHINCAL ANALYSIS**. For Structures that create a change in elevation greater than four feet, cut into the Steep Slope, or require retaining walls to construct the Structure, a Geotechnical report is required. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a licensed geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform the design and mitigation of soils conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

11. **VISUAL ASSESSMENT.**

    a. Four panoramic views of existing property showing the site from the perimeter of the property from 90-degree compass intervals (camera facing toward site). Four panoramic views showing the neighborhood taken from the perimeter of the property at 90-degree compass intervals (camera facing away from site). One aerial photograph placing the subject in a neighborhood context.

    b. Streetscape elevation – including 100 feet on either side of the property along the project side of the street to indicate accurate height, width, and building or all proposed work in relation to existing surrounding and adjacent buildings, drawn at minimum 1/8 inch scale. If access to properties is limited, a photographic streetscape is

allowed.

c. A 3D massing model illustrating the proposed project from designated Vantage Points (see Planning Staff to review and establish Vantage Points for the Application).

d. A rendering that superimposes the proposed project on a photo of the site and streetscape.

12. **SLOPE/TOPOGRAPHIC MAP.**

a. The Applicant shall submit a certified boundary survey depicting contours at an interval of two feet (2') or less that identifies Very Steep Slopes (40% or greater) within fifty feet (50') of the Property boundary and highlights areas of high geologic hazard, areas subject to land sliding, and all Steep Slopes for areas with a rise of at least twenty-five feet (25') vertically and a run of at least fifty feet (50') horizontally in the following categories:

i. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%) (shown in yellow)

ii. Greater than thirty percent (30%) but less than or equal to forty percent (40%) (shown in orange)

iii. Very Steep Slopes, greater than forty percent (40%) (shown in red)

HISTORY

Adopted by Ord. 00-15 on 3/2/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2019-07 on 1/29/2019

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2023-49 on 10/26/2023

. . . .

15-2.3-2 Uses

Uses in the HR-2 District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Lockout Unit[1]
3. Nightly Rental[2]
4. Home Occupation
5. Child Care, In-Home Babysitting[3]
6. ~~[Child Care, Family[3]]~~
6. Child Care, Family Group[3]
7. Accessory Building and Use
8. Conservation Activity
9. Agriculture
10. Residential Parking Area or Structure with four (4) or fewer spaces

11. Internal Accessory Dwelling Unit[12]

12. Accessory Apartment[4]

B. **CONDITIONAL USES.**

1. Duplex Dwelling

2. Secondary Living Quarters

3. Group Care Facility

4. Child Care Center[3]

5. Public or Quasi-Public institution, church or school

6. Essential municipal and public utility Use, facility, service, and Structure

7. Telecommunication Antenna[5]

8. Satellite Dish Antenna greater than thirty-nine inches (39") in diameter[6]

9. Bed and Breakfast Inn[7]

10. Boarding House, Hostel[7]

11. Hotel, Minor, fewer than sixteen (16) rooms[7]

12. Office, General[8]

13. Office, Moderate Intensive[8]

14. Office and Clinic, Medical[8]

15. Retail and Service Commercial, Minor[8]

16. Retail and Service Commercial, personal improvement[8]

17. Cafe or Deli[8]

~~18. [Restaurant, General[8]]~~

~~19. [Restaurant, Outdoor Dining[8]]~~

18. Outdoor Events

19. Residential Parking Area or Structure with five (5) or more spaces, associated with a residential Building on the same Lot

20. Temporary Improvement

21. Passenger Tramway Station and Ski Base Facility[10]

22. Ski tow rope, ski lift, ski run, and ski bridge[10]

23. Recreation Facility, Private[13]

24. Fences greater than six feet (6') in height from Final Grade[11]

25. Limited Commercial expansion necessary for compliance with Building/ Fire Code egress and Accessibility requirements and support Uses associated with HCB Commercial Use

26. Bar[8]

27. Temporary Structures, excluding yurts.[14]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of Lockout Units requires a Conditional Use Permit.

[2]Nightly Rental does not include the use of dwellings for Commercial Uses.

[3]See Section 15-4-9 Child Care And Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[4]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[5]See Section 15-4-14, Telecommunication Facilities.

[6]See Section 15-4-13, Placement Of Satellite Receiving Antennas.

[7]In Historic Buildings and/or Structures only.

[8]In Historic Buildings and/or Structures and within Sub-Zones A and B subject to compliance with all criteria and requirements of Section 15-2.3-8 for Sub-Zone A and Section 15-2.3-9 for Sub-Zone B.

[9]Subject to an Administrative Conditional Use Permit, and permitted in Sub-Zone B only, subject to requirements in Section 15-2.3-9.

[10]See Section 15-4-18, Passenger Tramways And Ski-Base Facilities.

[11]See Section 15-4-2, Fences And Retaining Walls.

[12]See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings designated Significant or Landmark Historic Sites on the Park City Historic Sites Inventory are subject to an Administrative Conditional Use Permit.

[13]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[14]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2024-11 on 5/23/2024

. . . .

15-2.3-5 Building Height

No Structure shall be erected to a height greater than twenty-seven feet (27') from Existing Grade. This is the Zone Height. Final Grade must be within four vertical feet (4') from Existing Grade, except for the placement of approved window wells, emergency egress, and a garage entrance. The Planning Commission may grant an exception to the Final Grade requirement as part of a Master Planned Development within Subzone A where Final Grade must accommodate zero lot line Setbacks. The following height requirements must be met:

A. A Structure shall have a maximum height of thirty five feet (35') measured from the [~~lowest finish floor plane~~] Lowest Floor Plane to the point of the highest wall top plate that supports the ceiling joists or roof rafters. The Planning Commission may grant an exception to this requirement as part of a Master Planned

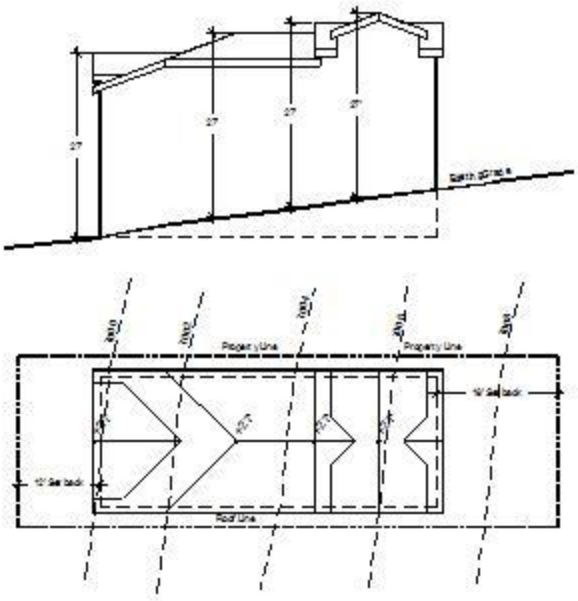
Development within Subzone A for the extension of below Grade subterranean HCB Commercial Uses.

B. A ten foot (10') minimum horizontal step in the downhill façade is required unless the First Story is located completely under the finish Grade on all sides of the Structure. The Planning Commission may grant an exception to this requirement as part of a Master Planned Development within Subzone A consistent with MPD requirements of Section 15-6-5. The horizontal step shall take place at a maximum height of twenty three feet (23') from where Building Footprint meets the lowest point of existing Grade. Architectural features, that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic Sites and Historic Districts.

C. **ROOF PITCH**. The roof pitch of a Structure's Contributing Roof Form shall be between seven: twelve (7:12) and twelve: twelve (12:12) and shall occupy a minimum horizontal distance of 20 feet measured from the primary façade to the rear of the building, as viewed from the primary public right-of-way. Secondary Roof Forms may be below the required 7:12 roof pitch and located on the primary façade (such as porches, bay window roofs, etc).

    1. Secondary Roof Forms may be Rooftop Decks so long as they are not more than 23 feet in height above Finished Grade. This height includes any railings, parapets, stairs, and similar constructions on the Roof Deck.

2. The height of railings, parapets, stairs, and similar constructions on a Green Roof or Flat Roof are included in the calculation of Building Height. Decks, hot tubs, outdoor cooking areas, and seating areas are not permitted on Green Roofs. Green Roofs must be vegetated.
3. A Structure containing a flat roof shall have a maximum height of thirty five feet (35') measured from the ~~[lowest floor plane]~~ Lowest Floor Plane to the highest wall top plate that supports the ceiling joists or roof rafters. The height of the Green Roof, including the parapets or similar features shall not exceed twenty four (24") above the highest top plate mentioned above. Any required railings for a Green Roof shall comply with Building Height.



4. Accessory Structures may be below the required seven: twelve (7:12) roof pitch.

D. **BUILDING HEIGHT EXCEPTIONS**. The following height exceptions apply:

1. Antennas, chimneys, flues, vents, or similar Structures, may extend up to five feet (5') above the highest point of the Building to comply with International Building Code (IBC) requirements.
2. Water towers, mechanical equipment, and Solar Energy Systems,, when enclosed or Screened, may extend up to five feet (5') above the height of the Building.
3. **ELEVATOR ACCESS**. The Planning Director may allow additional height to allow for an elevator compliant with American Disability Act (ADA) standards. The Applicant must verify the following:
    1. The proposed height exception is only for the Area of the elevator. No increase in square footage of the Building is being achieved.
    2. The proposed option is the only feasible option for the elevator on the Site.
    3. The proposed elevator and floor plans comply with the American Disability Act (ADA) standards.
4. **GARAGE ON DOWNHILL LOT**. The Planning Commission may allow additional Building Height (see entire Section 15-2.3-6) on a downhill Lot to accommodate a single car wide garage in a Tandem configuration; to accommodate circulation, such as stairs and/or an ADA elevator; and to accommodate a reasonably sized front entry area and front porch that provide a Compatible streetscape design. The depth of the garage may not exceed the minimum depth for internal Parking Space(s) as

dimensioned within this Code, Chapter 15-3. The additional height may not exceed thirty-five feet (35') from existing Grade.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-56 on 7/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 09-40 on 11/5/2009

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Amended by Ord. 13-48 on 11/21/2013

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-59 on 11/9/2017

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2020-42 on 9/17/2020

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15-2.3-6 Development On Steep Slopes

Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements, and consistent with the ~~[Design Guidelines]~~ Regulations for Historic Districts and Historic Sites Chapter 15-3, and Chapter 15-5.

For the purpose of measuring Slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on

the certified topographic survey. The measurement shall quantify the steepest Slope within the Building Footprint and any Access driveway.

A. **Steep Slope Determination.**

1. A Steep Slope Conditional Use permit is required for construction of any Structure with a Building Footprint in excess of two hundred square feet (200 sq. ft.) if said Building Footprint is located on or projecting over an existing Slope of thirty percent (30%) or greater.
2. A Steep Slope Conditional Use permit is required for construction of any addition to an existing Structure, when the Building Footprint of the addition is in excess of two hundred square feet (200 sq. ft.), if the Building Footprint of the addition is located on or projecting over an existing Slope of thirty (30%) or greater.
3. A Steep Slope Conditional Use permit is required for any Access driveway located on or projecting over an existing Slope of thirty percent (30%) or greater.
4. Any disturbance that creates a change in elevation greater than four feet, cuts into the Steep Slope, or requires retaining walls to construct the Structure (including patio, hot tub, pool, landscaping/grading).

B. **Conditional Use Permit Criteria.**

The Planning Commission may review Steep Slope Conditional Use permit Applications as Consent Calendar items. Steep Slope Conditional Use permit Applications shall be subject to the following criteria:

1. **LOCATION OF DEVELOPMENT**. Development is located and designed to reduce visual and environmental impacts of the Structure.
2. **VISUAL ANALYSIS**. The Applicant must provide the Planning Department with a visual analysis, including real-time photos taken within six months of application, of the project from key Vantage Points:
    a. To determine potential impacts of the proposed Access, and Building mass and design; and
    b. To identify the potential for Screening, Slope stabilization, erosion mitigation, vegetation protection, and other design opportunities.
3. **ACCESS**. Access points and driveways must be designed to minimize Grading of the natural topography and to reduce overall Building scale. Shared Driveways and Parking Areas, and side Access to garages are strongly encouraged, where feasible.
4. **TERRACING**. ~~[The project may include terraced retaining Structures if necessary to regain Natural Grade.]~~ The proposed plans shall include detailed information, including height from Existing Grade, width, and length of all proposed retaining walls. The Applicant shall terrace retaining walls to return to Natural Grade. A Building Permit, including drawings stamped by a licensed engineer, is required for any retaining wall or combination retaining wall with a total or combined height greater than four feet (4') in height. A combination retaining wall is defined as any series of retaining walls in which the horizontal separation between subsequent walls is closer than 1.5:1 compared to the height of the

individual walls. If the height of any retaining walls is proposed to be modified by more than twelve inches in height, width, length, or location, the Applicant shall file a modification application with the Planning Department and return to the Planning Commission for review and Final Action. Additionally, modifications of pervious material to impervious material or changes to excavation depths require a modification application and Planning Commission for review and Final Action.

5. **BUILDING LOCATION**. Buildings, Access, and infrastructure must be located to minimize cut and fill that would alter the perceived natural topography of the Site. The Site design and Building Footprint must coordinate with adjacent Properties to maximize opportunities for open Areas and preservation of natural vegetation, to minimize driveway and Parking Areas, and to provide variation of the Front Yard.
6. **BUILDING FORM AND SCALE**. Where Building masses orient against the Lot's existing contours, the Structures must be stepped back with the Grade and broken into a series of individual smaller components that are Compatible with the District. Low profile Buildings that orient with existing contours are strongly encouraged. The garage must be subordinate in design to the main Building. In order to decrease the perceived bulk of the Main Building, the Planning Commission may require a garage separate from the main Structure or no garage.
7. **SETBACKS**. The Planning Commission may require an increase in one or more Setbacks to minimize the creation of a "wall effect" along the Street

front and/or the Rear Lot Line. The Setback variation will be a function of the Site constraints, proposed Building scale, and Setbacks on adjacent Structures.

8. **DWELLING VOLUME**. The maximum volume of any Structure is a function of the Lot size, Building Height, Setbacks, and provisions set forth in this Chapter. The Planning Commission may further limit the volume of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between a proposed Structure and existing Structures.
9. **BUILDING HEIGHT (STEEP SLOPE)**. The Zone Height in the HR-2 District is twenty-seven feet (27') and is restricted as stated above in Section 15-2.3-6. The Planning Commission may require a reduction in Building Height for all, or portions, of a proposed Structure to minimize its visual mass and/or to mitigate differences in scale between the proposed Structure and the Historic character of the neighborhood's existing residential Structures.
10. **GEOTECHINCAL ANALYSIS.** For Structures that create a change in elevation greater than four feet, cut into the Steep Slope, or require retaining walls to construct the Structure, a Geotechnical report is required. The Applicant shall provide the Planning Department with a Geotechnical report prepared by a licensed geotechnical engineer, engineering geologist, or other qualified professional. The report must include information such as soils characteristics and preliminary structural recommendations intended to inform the design and mitigation of soils

conditions, slope limitations, and/or ground water. The Engineering or Building Department may request additional information in the form of a Geotechnical survey if additional information is deemed necessary.

11. **VISUAL ASSESSMENT.**

a. Four panoramic views of existing property showing the site from the perimeter of the property from 90-degree compass intervals (camera facing toward site). Four panoramic views showing the neighborhood taken from the perimeter of the property at 90-degree compass intervals (camera facing away from site). One aerial photograph placing the subject in a neighborhood context.

b. Streetscape elevation – including 100 feet on either side of the property along the project side of the street to indicate accurate height, width, and building or all proposed work in relation to existing surrounding and adjacent buildings, drawn at minimum 1/8 inch scale. If access to properties is limited, a photographic streetscape is allowed.

c. A 3D massing model illustrating the proposed project from designated Vantage Points (see Planning Staff to review and establish Vantage Points for the Application).

d. A rendering that superimposes the proposed project on a photo of the site and streetscape.

12. **SLOPE/TOPOGRAPHIC MAP.**

a. The Applicant shall submit a certified boundary survey depicting contours

at an interval of two feet (2') or less that identifies Very Steep Slopes (40% or greater) within fifty feet (50') of the Property boundary and highlights areas of high geologic hazard, areas subject to land sliding, and all Steep Slopes for areas with a rise of at least twenty-five feet (25') vertically and a run of at least fifty feet (50') horizontally in the following categories:

i. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%) (shown in yellow)

ii. Greater than thirty percent (30%) but less than or equal to forty percent (40%) (shown in orange)

iii. Very Steep Slopes, greater than forty percent (40%) (shown in red)

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15-2.4-2 Uses

Uses in the HRM District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit[1]
5. Accessory Apartment[2]
6. Nightly Rental[3]

7. Home Occupation

8. Child Care, In-Home Babysitting

~~9. [Child Care, Family[4]]~~

9. Child Care, Family Group[4]

10. Accessory Building and Use

11. Conservation Activity

12. Agriculture

13. Parking Area or Structure with four (4) or fewer spaces

14. Internal Accessory Dwelling Unit[11]

B. **CONDITIONAL USES.**

1. Triplex Dwelling

2. Multi-Unit Dwelling

3. Group Care Facility

4. Child Care Center[4]

5. Public and Quasi-Public Institution, Church, and School

6. Essential Municipal and Public Utility Use, Facility Service, and Structure

7. Telecommunication Antenna[5]

8. Satellite Dish, greater than thirty-nine inches (39") in diameter[6]

9. Bed and Breakfast Inn[7]

10. Boarding House, Hostel[7]

11. Hotel, Minor[7]

12. Office, General[8]

13. Retail and Service Commercial, Minor[8]

14. Retail and Service Commercial, personal improvement[8]

15. Neighborhood Market, without gasoline sales[8]

16. Cafe, Deli[8]

17. Café, Outdoor Dining[9]

18. Parking Area or Structure with five (5) or more spaces

19. Temporary Improvement[10]

20. Recreation Facility, Public

21. Recreation Facility, Private[12]

22. Outdoor Events[10]

23. Fences greater than six feet (6') in height from Final Grade[10]

24. Temporary Structures, excluding yurts.[13]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses.

[4]See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]See Section 15-4-14, Telecommunications Facilities.

[6]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[7]Allowed only in Historic Buildings and/or Structures or historically Compatible Structures.

[8]Allowed only in Historic Buildings and/or Structures

[9]Requires an Administrative Conditional Use permit. Allowed in association with a Café or Deli.

[10]Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

[11]See Section 15-4-7.1, Internal Accessory Dwelling Units. Single-Family Dwellings designated Significant or Landmark Historic Sites on the Park City Historic Sites Inventory are subject to an Administrative Conditional Use Permit.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[13]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2024-11 on 5/23/2024

. . . .

15-2.5-2 Uses

Uses in the HRC District are limited to the following:

A. **ALLOWED USES.**[10]

1. Single Family Dwelling[5]
2. Duplex Dwelling[5]
3. Secondary Living Quarters[5]
4. Lockout Unit[1,5]
5. Accessory Apartment[2,5]
6. Nightly Rental[5]
7. Home Occupation[5]
8. Child Care, In-Home Babysitting
9. ~~[Child Care, Family[3]]~~
9. Child Care, Family Group[3]
10. Child Care Center[3]
11. Accessory Building and Use
12. Conservation Activity
13. Agriculture

14. Bed and Breakfast Inn[4,5]

15. Boarding House, hostel[5]

16. Hotel, Minor, fewer than sixteen (16) rooms[5]

17. Office, General[5]

18. Parking Area or Structure, with four (4) or fewer spaces[5]

19. Food Truck Location[11]

20. Enclosed Mobile Business Location[14]

B. **CONDITIONAL USES.**[9, 10]

1. Triplex Dwelling[5]

2. Multi-Unit Dwelling[5]

3. Guest House, on Lots one (1) acre[5]

4. Group Care Facility[5]

5. Public and Quasi-Public institution, church, or school

6. Essential Municipal public utility Use, facility, service, and Structure

7. Telecommunication Antenna[6]

8. Satellite dish, greater than thirty-nine inches (39") in diameter[7]

9. Plant and Nursery stock products and sales

10. Hotel, Major[5]

11. Timeshare Projects and Conversions[5]
12. Private Residence Club Project and Conversion[4,5]
13. Office, Intensive[5]
14. Office and clinic, Medical[5]
15. Financial institution, without drive-up window[8]
16. Commercial Retail and Service, Minor[8]
17. Commercial Retail and Service, Personal Improvement[8]
18. Neighborhood Convenience Commercial, without gasoline sales
19. Café or Deli[8]
20. Restaurant, General[8]
21. Restaurant and Café, outdoor dining[4]
22. Outdoor Events and Uses[4]
23. Bar
24. Parking Area or Structure, with five (5) or more spaces[5]
25. Temporary Improvement[4]
26. Passenger Tramway station and ski base facility
27. Ski tow, ski lift, ski run, and ski bridge
28. Recreation Facility, Commercial, Public, and Private[12]

29. Entertainment Facility, Indoor

30. Fences greater than six feet (6') in height from Final Grade[4]

31. Private Residence Club, Off-Site[5]

32. Private Event Facility[5]

33. Temporary Structures, excluding yurts.[13]

C. **PROHIBITED USES**. Unless otherwise allowed herein, any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care And Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[4]Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4.

[5]Prohibited in HRC Zoned Storefront Property adjacent to Main Street, Heber Avenue and Park Avenue, excluding those HRC Zoned Properties on the west side of Park Avenue and also excluding those HRC Zoned Properties with the following addresses: 702 Main Street, 710 Main Street, 738 Main Street (for the plaza side storefronts), 780 Main Street, 804 Main Street (for the plaza side storefronts), 875 Main Street, 890 Main Street, 900 Main Street, and 820 Park Avenue. Hotel rooms shall not be located within Storefront Property; however access, circulation, and lobby areas are permitted within Storefront Property.

[6]See Section 15-4-14, Telecommunication Facilities.

[7]See Section 15-4-13, Placement Of Satellite Receiving Antennas.

[8]If Gross Floor Area is less than 2,000 sq. ft., the Use shall be considered an Allowed Use.

[9]No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

[10]Within the HRC Zoning District, no more than seven (7) Conventional Chain Businesses are permitted in Storefront Properties.

[11]The Planning Director or designee shall upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[13]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts.

[14]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 3/18/2004

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Amended by Ord. 07-55 on 8/30/2007

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 16-02 on 1/7/2016

Amended by Ord. 2017-45 on 8/17/2017

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2024-11 on 5/23/2024

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15-2.6-2 Uses

Uses in the Historic Commercial Business (HCB) District are limited to the following:

A. **ALLOWED USES.**[11]

1. Single Family Dwelling[1]
2. Multi-Unit Dwelling[1]
3. Secondary Living Quarters[1]
4. Lockout Unit[1,2]
5. Accessory Apartment[1,3]
6. Nightly Rental[4]
7. Home Occupation[1]
8. Child Care, In-Home Babysitting[1]
9. ~~[Child Care, Family[1,5]]~~
9. Child Care, Family Group[1,5]
10. Child Care Center[1,5]
11. Accessory Building and Use[1]
12. Conservation Activity
13. Agriculture
14. Bed and Breakfast Inn[1, 6]

15. Boarding House, hostel[1]

16. Hotel, Minor, fewer than 16 rooms[1]

17. Office, General[1]

18. Office, Moderate Intensive[1]

19. Office and clinic, Medical[1]

20. Financial institution, without drive-up window

21. Commercial Retail and Service, Minor

22. Commercial Retail and Service, Personal Improvement

23. Commercial Neighborhood Convenience, without gasoline sales

24. Restaurant, Cafe or Deli

25. Restaurant, General

26. Bar

27. Parking Lot, Public or Private with four (4) or fewer spaces

28. Entertainment Facility, Indoor

29. Salt Lake City 2002 Winter Olympic Games Legacy Displays[7]

30. Temporary winter Balcony enclosures

31. Food Truck Location[12]

32. Enclosed Mobile Businesses Location[15]

B. **CONDITIONAL USES.**[10, 11]

1. Group Care Facility[1]
2. Public and Quasi-Public institution, church, or school
3. Essential municipal public utility Use, facility, service, and Structure
4. Telecommunication Antenna[8]
5. Satellite dish, greater than thirty-nine inches (39") in diameter[9]
6. Plant and Nursery stock products and sales
7. Hotel, Major[1]
8. Timeshare Projects and Conversions[1]
9. Timeshare Sales Office, Off-Site within an enclosed Building[1]
10. Private Residence Club Project and Conversion[1,6]
11. Commercial Retail and Service, Major
12. Office, Intensive[1]
13. Restaurant, outdoor dining[6]
14. Outdoor Events and Uses[6]
15. Hospital, Limited Care Facility[1]
16. Parking Area or Structure for five (5) or more cars[1]
17. Temporary Improvement[6]

18. Passenger Tramway station and ski base facility

19. Ski tow, ski lift, ski run, and ski bridge

20. Recreation Facility, Public

21. Recreation Facility, Private[13]

22. Recreation Facility, Commercial

23. Fences greater than six feet (6') in height from Final Grade[6]

24. Private Residence Club, Off-Site[1]

25. Private Event Facility[1]

26. Temporary Structures, excluding yurts.[14]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Prohibited in HCB Zoned Storefront Property adjacent to Main Street, Heber Avenue, Grant Avenue, and Swede Alley. Hotel rooms shall not be located within Storefront Property; however access, circulation and lobby areas are permitted within Storefront Property.

[2]Nightly Rental of Lock Units requires a Conditional Use permit.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[4]Nightly Rental of residential dwellings does not include the Use of dwellings for Commercial Uses.

[5]See Section 15-4-9, Child Care And Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[6]Requires an Administrative or Administrative Conditional Use permit.

[7]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed

on the original Property set forth in the services Agreement and/or Master Festival License. Requires an Administrative Permit.

[8]See Section 15-4-14, Telecommunication Facilities.

[9]See Section 15-4-13, Placement Of Satellite Receiving Antennas.

[10]No community locations as defined by Utah Code 32B-1-102 (Alcoholic Beverage Control Act) are permitted within 200 feet of Main Street unless a variance is permitted for an outlet, as defined by Utah Code 32B-1-202, to obtain a liquor license.

[11]Within the HCB Zoning District, no more than seventeen (17) Conventional Chain Businesses are permitted in Storefront Properties.

[12]The Planning Director or designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[13]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[14]Requires an Administrative Permit. See Section 15-13-10, Standards for Temporary Structures in Historic Districts.

[15]See Section 15-4-24, Mobile Businesses.

HISTORY

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Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 16-02 on 1/7/2016

Amended by Ord. 16-01 on 1/7/2016

Amended by Ord. 2017-45 on 8/17/2017

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-36 on 7/30/2020

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Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2024-11 on 5/23/2024

. . . .

15-2.7-2 Uses

Uses in the ROS District are limited to the following:

A. **ALLOWED USES.**

1. Conservation Activity

2. Food Truck Locations[4]

B. **ADMINISTRATIVE CONDITIONAL USES[1].**

1. Trail and Trailhead Improvement

2. Outdoor Recreation Equipment

3. Essential Municipal Public Utility Use, Service, or Structure, less than 600 sq. ft.

4. Accessory Building, less than 600 sq. ft.

5. Ski-related Accessory Building, less than 600 sq. ft.

6. Parking Area or Structure with four (4) or fewer spaces

7. Outdoor Event, Outdoor Music

8. Temporary Construction Improvement

9. Raising, grazing of horses

10. Raising, grazing of livestock

11. Anemometer and Anemometer Towers

C. **CONDITIONAL USES.**

1. Agriculture

2. Recreational Outdoor and Trail Lighting

3. Recreation Facility, Private[5]

4. Recreation Facility, Public

5. Recreation Facility, Commercial

6. Golf Course

7. Passenger Tramway Station and Ski Base Facility

8. Ski Tow Rope, Ski Lift, Ski Run and Ski Bridge

9. Recreational Sports Field

10. Skating Rink

11. Skateboard Park

12. Public and Quasi-Public Institution, Church, and School, Park, Plaza, Structure for Public Assembly, greater than 600 sq. ft.

13. Essential Municipal Public Utility Use, Facility, Service, and Structure, greater than 600 sq. ft.

14. Accessory Building, greater than 600 sq. ft.

15. Ski-Related Accessory Building, greater than 600 sq. ft.

16. Child Care Center[6]

17. Commercial Stable, Riding Academy

18. Vehicle Control Gates[2]

19. Resort Support, Commercial

20. Cemetery

21. Parking Area or Structure with five (5) or more spaces

22. Telecommunications Antenna[3]

23. Mines and Mine Exploration

24. Plant and Nursery stock products and sales

25. Fences greater than six feet (6') in height from Final Grade.

26. Small Wind Energy Systems

D. **PROHIBITED USES.** Any use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Subject to an Administrative Conditional Use permit and/or Master Festival license review process. Master Festivals are temporary in nature. All related temporary Structures are restricted to specific time frames and shall be removed at the expiration of the Master Festival permit.

[2]See Section 15-4-19 for specific review criteria for gates

[3]Subject to Section 15-4-14, Telecommunications

[4]The Planning Director or designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[5]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas

[6]See Section 15-4-9, Child Care And Child Care Facilities. Child Care Center Uses require an Administrative Conditional Use permit.

HISTORY

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. . . .

15-2.9-2 Uses

Uses in the E-40 District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling

2. Secondary Living Quarters

3. Lockout Unit[1]

4. Accessory Apartment[2]

5. Nightly Rental[3]

6. Home Occupation

7. Child Care, In-Home Babysitting

~~8. [Child Care, Family[4]]~~

8. Child Care, Family Group[4]

9. Accessory Building and Use

10. Conservation Activity

11. Agriculture

12. Raising, grazing of horses

13. Residential Parking Area or Structure, with four (4) or fewer spaces

14. Internal Accessory Dwelling Unit[9]

B. **CONDITIONAL USES.**

1. Guest House

2. Group Care Facility

3. Child Care Center[4]
4. Public and Quasi-Public Institution, Church and School
5. Essential Municipal Public Utility Use, Facility, Service, and Structure
6. Telecommunication Antenna[6]
7. Satellite Dish, greater than thirty-nine inches (39") diameter[6]
8. Plant and Nursery Stock Production and Sales
9. Raising, grazing of livestock
10. Cemetery
11. Bed and Breakfast Inn
12. Parking Lot or Structure with five (5) or more space
13. Temporary Improvement[7]
14. Passenger Tramway Station and Ski Base Facility
15. Ski Rope Tow, Ski Lift, Ski Run, and Ski Bridge
16. Outdoor Event[7]
17. Recreation Facility, Public and Private[10]
18. Recreation Facility, Commercial
19. Commercial Stables, Riding Academy
20. Mines and Mine Exploration

21. Fences greater than six feet (6') in height from Final Grade[7]

22. Vehicle Control Gates[8]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of Lockout Units requires a Conditional Use permit

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses

[4]See LMC Chapter 15-4-9 for Child Care Regulations. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]See LMC Chapter 15-4-14, Supplemental Regulations for Telecommunication Facilities

[6]See LMC Chapter 15-4-13, Supplemental Regulations for Satellite Receiving Antennas

[7]Requires an Administrative Conditional Use permit.

[8]See Section 15-4-19 for specific review criteria for gates.

[9]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[10]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

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Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-2.10-2 Uses

Uses in the Estate (E) District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit[1]
5. Accessory Apartment[2]
6. Nightly Rental[1,3]
7. Home Occupation
8. Child Care, In-Home Babysitting[4]
9. ~~[Child Care, Family[4]]~~
9. Child Care, Family Group[4]
10. Accessory Buildings and Uses
11. Conservation Activity
12. Agriculture
13. Raising, grazing of horses
14. Parking Area or Structure with four (4) or fewer spaces

15. Internal Accessory Dwelling Unit[12]

B. **CONDITIONAL USES.**

1. Guest House
2. Group Care Facility
3. Child Care Center[4]
4. Public and Quasi-Public Institution, Church and School
5. Essential Municipal Public Utility Use, Facility, Services, and Structure
6. Telecommunication Antenna[5]
7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[6]
8. Plant and Nursery stock products and sales
9. Raising, grazing of livestock
10. Cemetery
11. Bed and Breakfast Inn
12. Hotel, Minor[7]
13. Hotel, Major[7]
14. Parking Area or Structure with five (5) or more spaces
15. Temporary Improvement[8]
16. Passenger Tramway Station and Base Facility[9]

17. Ski Tow Rope, Ski Run, Ski Lift, and Ski Bridge

18. Outdoor Event[7]

19. Recreation Facility, Public and Private[13]

20. Recreation Facility, Commercial

21. Commercial Stables, Riding Academy

22. Mines and Mine Exploration

23. Vehicle Control Gates[10]

24. Fences greater than six feet (6') in height from Final Grade[8]

25. Support Retail and Minor Service Commercial[11]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses.

[4]See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]See Section 15-4-14, Telecommunication Facilities

[6]See Section 15-4-13, Placement of Satellite Receiving Antennas

[7]Subject to regulations of Chapter 15-6, Master Planned Developments

[8]Requires an Administrative Conditional Use permit

[9]See Section 15-4-18 Passenger Tramways and Ski Base Facilities

[10]See Section 15-4-19 Review Criteria for Vehicle Control Gates

[11]Subject to a Master Planned Development approval. See Chapter 15-6

[12]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[13]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 06-69 on 10/19/2006

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-2.11-2 Uses

Uses in the SF District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling[1]
3. Secondary Living Quarters[2]
4. Accessory Apartment[3]
5. Nightly Rental[4]
6. Home Occupation

7. Child Care, In-Home Babysitting[5]

~~8. [Child Care, Family[5]]~~

8. Child Care, Family Group[5]

9. Accessory Building and Use

10. Conservation Activity

11. Agriculture

12. Parking Area or Structure with four (4) or fewer spaces

13. Internal Accessory Dwelling Unit[10]

B. **CONDITIONAL USES.**

1. Guest House[6]

2. Group Care Facility

3. Child Care Center[5]

4. Public and Quasi-Public Institution, Church, and School

5. Essential Municipal Public Utility Use, Facility, Service, and Structure

6. Telecommunication Antenna[7]

7. Satellite Dish, greater than thirty-nine inches (39") diameter[8]

8. Raising, grazing of horses

9. Bed and Breakfast Inn

10. Parking Area or Structure with five (5) or more spaces[9]

11. Temporary Improvements[9]

12. Outdoor Event[9]

13. Recreation Facility, Public or Private[11]

14. Fences greater than six feet (6') in height from Final Grade[9]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Permitted only on Lots designated for Duplexes on the official Subdivision Plat.

[2]Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments. Accessory Apartments in detached Structures are not allowed within Holiday Ranchettes Subdivision.

[4]Allowed only within Prospector Village Subdivision. Commercial Uses are not allowed within Nightly Rental units.

[5]See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[6]Detached Guest Houses and detached Secondary Living Quarters are not allowed as a Conditional or Allowed Use within Holiday Ranchettes Subdivision.

[7]See Section 15-4-14, Telecommunication Facilities

[8]See Section 15-4-13, Placement of Satellite Receiving Antennas

[9]Requires an Administrative Conditional Use permit.

[10]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[11]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-2.12-2 Uses

Uses in the R-1 District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit[1]
5. Accessory Apartment[2]
6. Nightly Rental[3]
7. Home Occupation
8. Child Care, In-Home Babysitting[4]
9. ~~[Child Care, Family[4]]~~
9. Child Care, Family Group[4]

10. Accessory Building and Use

11. Conservation Activity

12. Agriculture

13. Parking Area or Structure with four (4) or fewer spaces

14. Internal Accessory Dwelling Unit[11]

B. **CONDITIONAL USES.**

1. Triplex Dwelling[5]

2. Guest House, on Lots one (1) acre or larger

3. Group Care Facility

4. Child Care Center[4]

5. Public or Quasi-Public Institution, Church, and School

6. Essential Municipal Public Utility Use, Facility, Service, and Structure

7. Telecommunication Antenna[6]

8. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[7]

9. Bed and Breakfast Inn

10. Temporary Improvement[8]

11. Ski tow rope, ski lift, ski run, and ski bridge[9]

12. Outdoor Event[8]

13. Recreation Facility, Private[12]

14. Fences and walls greater than six feet (6') in height from Final Grade[8]

15. Residential and transient lodging Uses[10]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

[3]Commercial Uses are not allowed within Nightly Rental Units

[4]See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]Must comply with special parking requirements, see Chapter 15-3.

[6]See Section 15-4-14, Telecommunications Facilities

[7]See Section 15-4-13, Placement of Satellite Receiving Antennas

[8]Subject to an Administrative Conditional Use permit.

[9]As part of an approved Ski Area Master Plan. See Section 15-4-18, Passenger Tramways and Ski Base Facilities

[10]Subject to Master Planned Development approval. See Chapter 15-6

[11]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-2.13-2 Uses

Uses in the RD District are limited to the following:

A. **ALLOWED USES.**

1. Single-Family Dwelling
2. Duplex Dwelling
3. Secondary Living Quarters
4. Lockout Unit[1]
5. Accessory Apartment[2]
6. Nightly Rental[3]
7. Home Occupation
8. Child Care, In-Home Babysitting[4]
9. ~~[Child Care, Family[4]]~~
9. Child Care, Family Group[4]
10. Accessory Building and Use
11. Conservation Activity Agriculture
12. Parking Area or Structure with four (4) or fewer spaces
13. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[5]

14. Food Truck Location[16]

15. Internal Accessory Dwelling Unit[17]

16. Enclosed Mobile Business Location[19]

B. **CONDITIONAL USES.**

1. Triplex Dwelling[6]

2. Multi-Unit Dwelling[6]

3. Guest House

4. Group Care Facility

5. Child Care Center[4]

6. Public and Quasi-Public Institution, Church, and School

7. Essential Municipal Public Utility Use, Facility, Service, and Structure

8. Telecommunication Antenna[7]

9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[8]

10. Raising, grazing of horses

11. Cemetery

12. Bed and Breakfast Inn

13. Hotel, Minor[6]

14. Hotel, Major[6]

15. Private Residence Club Project and Conversion[10]
16. Office, General[6,9]
17. Office, Moderate Intensive[6,9]
18. Office, Medical[6,9]
19. Financial Institution without drive-up window[6,9]
20. Commercial Retail and Service, Minor[6,9]
21. Commercial Retail and Service, personal improvement[6,9]
22. Commercial, Resort Support[6,9]
23. Café or Deli[6,9]
24. Restaurant, Standard[6,9]
25. Restaurant, Outdoor Dining[10]
26. Outdoor Event[10]
27. Bar[6,9]
28. Hospital, Limited Care Facility[6,9]
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement[10]
31. Passenger Tramway Station and Ski Base Facility[11]
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge[11]

33. Recreation Facility, Public

34. Recreation Facility, Commercial[6]

35. Recreation Facility, Private[18]

36. Entertainment Facility, Indoor[6,9]

37. Commercial Stables, Riding Academy[12]

38. Heliport[12]

39. Vehicle Control Gate[13]

40. Fences and walls greater than six feet (6') in height from Final Grade[10]

41. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[14]

42. Amenities Club

43. Club, Private Residence Off-Site[15]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses. Nightly Rentals are not permitted in the April Mountain, Mellow Mountain Estates Subdivisions, Meadows Estates Subdivision Phases #1A and #1B, Fairway Meadows Subdivision, Hidden Oaks at Deer Valley Phases 2 and 3, Chatham Crossing Subdivision, and West Ridge and West Ridge Phase 2 Subdivision.

[4]See Section 15-4-9 Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

[6]Subject to provisions of LMC Chapter 15-6, Master Planned Development

[7]See Section 15-4-14, Telecommunications Facilities

[8]See Section 15-4-13, Placement of Satellite Receiving Antennas

[9]Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Developments.

[10]Requires an Administrative Conditional Use permit.

[11]As part of an approved Ski Area Master Plan. See Section 15-4-18 Passenger Tramways and Ski Base Facilities.

[12]Omitted.

[13]See Section 15-4-19, Review Criteria For Control Vehicle Gates.

[14]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

[15]Only allowed within a Master Planned Development. Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

[16]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[17]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[18]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[19]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 05-39 on 6/30/2005

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 14-35 on 6/26/2014

Amended by Ord. 2018-23 on 5/17/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-38 on 7/30/2020

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-16 on 4/15/2021

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-52 on 12/16/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

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15-2.14-2 Uses

Uses in the RDM District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling

2. Duplex Dwelling

3. Triplex Dwelling

4. Secondary Living Quarters

5. Lockout Unit[1]

6. Accessory Apartment[2]

7. Nightly Rental[3]

8. Home Occupation

9. Child Care, In Home Babysitting[4]

~~10. [Child Care, Family[4]]~~

10. Child Care, Family Group[4]

11. Accessory Building and Use

12. Conservation Activity

13. Agriculture

14. Parking Area or Structure with four (4) or fewer spaces

15. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[5]

16. Food Truck Location[14]

17. Internal Accessory Dwelling Unit[15]

18. Enclosed Mobile Business Location[17]

B. **CONDITIONAL USES.**

1. Multi-Unit Dwelling[6]
2. Guest House
3. Group Care Facility
4. Child Care Center[4]
5. Public and Quasi Public Institution, Church, and School
6. Essential Municipal Public Utility Use, Facility, Service, and Structure
7. Telecommunication Antenna[7]
8. Satellite Dish, greater than thirty-nine inches (39") in diameter[8]
9. Raising grazing of horses
10. Cemetery
11. Bed and Breakfast Inn
12. Boarding House, Hotel
13. Hotel, Minor[6]
14. Hotel, Major[6]
15. Private Residence Club Project and Conversion[11]
16. Office, General[6]
17. Office, Moderate Intensive[6,9]

18. Office and Clinic, Medical[6,10]
19. Financial Institution, without drive up window[6,10]
20. Commercial Retail and Service, Minor[6,10]
21. Commercial Retail and Service, personal improvement[6,10]
22. Commercial, Resort Support[6,10]
23. Cafe or Deli[6,10]
24. Restaurant, Standard[6,10]
25. Restaurant, Outdoor Dining[11]
26. Outdoor Event[11]
27. Bar[6,10]
28. Hospital, Limited Care Facility[6,9]
29. Parking Area or Structure with five (5) or fewer spaces
30. Temporary Improvement[11]
31. Passenger Tramway Station and Ski Base Facility[12]
32. Ski Tow, Ski Lift, Ski Run, and Ski Bridge[12]
33. Recreation Facility, Public
34. Recreation Facility, Commercial[6]
35. Recreation Facility, Private[16]

36. Entertainment Facility, Indoor[6,9]

37. Commercial Stables, Riding Academy[6,10]

38. Fences greater than six feet (6') in height from Final Grade

39. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[13]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]Nightly Rentals do not include the Use of Dwellings for Commercial Use.

[4]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License

[6]Subject to Master Planned Development approval. See Chapter 15-6.

[7]See Section 15-4-14, Telecommunication Facilities.

[8]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[9]General Offices are only permitted with an approved Master Planned Development and may only be approved as the redevelopment of an existing Building or Property. In addition to meeting the necessary criteria in the Chapter 15-6 Master Planned Developments, the Planning Commission must find that: a) the redevelopment of an existing Building or Property to a General Office use will substantially advance the objectives of Economic Element of the General Plan or other more specific neighborhood plans; b) it has minimized/eliminated any potential detrimental impact on the resort and/or resort-residential character of the RDM District and the Frontage Protection Zone through careful planning and conditions of approval; c) it will not result in an intensification of use incompatible with neighboring developments;

and d) it will not result in substantial increase in the existing trip generations for services and deliveries.

[10]Allowed only as a secondary or support Use to the primary Development or Use and intended as a convenience for residents or occupants of adjacent or adjoining residential Development.

[11]Requires an administrative Conditional Use permit.

[12]As part of an approved Ski Area Master Plan. See Section 15-4-18, Passenger Tramways and Ski Base Facilities

[13]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

[14]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[15]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[16]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[17]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-24 on 6/27/2002

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

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15-2.15-2 Uses

Uses in the RM District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Secondary Living Quarters
5. Lockout Unit[1]
6. Accessory Apartment[2]
7. Nightly Rental[3]

8. Home Occupation

9. Child Care, In-Home Babysitting[4]

~~10. [Child Care, Family[4]]~~

10. Child Care, Family Group[4]

11. Accessory Building and Use

12. Conservation Activity

13. Agriculture

14. Bed and Breakfast Inn

15. Parking Area or Structure with four (4) or fewer spaces

16. Internal Accessory Dwelling Unit[9]

B. **CONDITIONAL USES.**

1. Multi-Unit Dwelling

2. Guest House, on Lot greater than one (1) acre

3. Group Care Facility

4. Child Care Center[4]

5. Public and Quasi-Public Institution, Church, and School

6. Essential Municipal Public Utility Use, Facility, Service, and Structure

7. Telecommunication Antenna[5]

8. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[6]

9. Boarding House, Hostel

10. Hotel, Minor[7]

11. Outdoor Event[8]

12. Parking Area or Structure with five (5) or more spaces

13. Temporary Improvement[8]

14. Recreation Facility, Public and Private[10]

15. Fences greater than six feet in Height from Final Grade[8]

16. Residential and transient lodging Uses[7]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses.

[4]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

[5]See Section 15-4-14, Telecommunications Facilities.

[6]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[7]Subject to Master Planned Development approval. See Chapter 15-6.

[8]Requires an Administrative Conditional Use permit.

[9]See Section 15-4-7.1, Internal Accessory Dwelling Units.

[10]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-2.16-2 Uses

Uses in the RC District are limited to the following:

A. **ALLOWED USES.**

1. Single Family Dwelling
2. Duplex Dwelling
3. Triplex Dwelling
4. Secondary Living Quarters
5. Lockout Unit[1]
6. Accessory Apartment[2]
7. Nightly Rental[3]
8. Home Occupation
9. Child Care, In-Home Babysitting[4]
10. ~~[Child Care, Family[4]]~~

10. Child Care, Family Group[4]

11. Child Care Center[4]

12. Accessory Building and Use

13. Conservation Activity

14. Agriculture

15. Bed and Breakfast Inn

16. Boarding House, Hostel

17. Hotel, Minor

18. Parking Area or Structure with four (4) or fewer spaces

19. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[5]

20. Food Truck Location[12]

21. Enclosed Mobile Business Location[14]

B. **CONDITIONAL USES.**

1. Multi-Unit Dwelling

2. Group Care Facility

3. Public and Quasi-Public institution, church, and school

4. Essential municipal and public utility Use, facility, service, and Structure

5. Telecommunications Antenna[6]

6. Satellite dish Antenna, greater than thirty-nine inches (39") in diameter[7]
7. Raising, grazing of horses
8. Cemetery
9. Hotel, Major
10. Timeshare Project and Conversion
11. Timeshare Sales Office
12. Private Residence Club Project and Conversion[9]
13. Office, General[8]
14. Office, Moderate[8]
15. Office and clinic, Medical[8]
16. Financial institution without drive-up window[8]
17. Minor Retail and Service Commercial[8]
18. Retail and Service Commercial, Personal Improvement[8]
19. Transportation Service[8]
20. Neighborhood Market, without gasoline sales[8]
21. Café or Deli[8]
22. Restaurant, General[8]
23. Restaurant, outdoor dining[8,9]

24. Bar[8]

25. Hospital, Limited Care Facility[8]

26. Parking Area or Structure with five (5) or more spaces

27. Temporary Improvement[9]

28. Passenger Tramway station and ski base facility[10]

29. Ski tow rope, ski lift, ski run, and ski bridge[10]

30. Outdoor Events and Uses[9]

31. Recreation Facility, Public and Private[8, 13]

32. Recreation Facility, Commercial[8]

33. Entertainment Facility, Indoor[8]

34. Commercial Riding Stable(s), riding academy[8]

35. Heliport[8]

36. Amenities Club

37. Club, Private Residence Off-Site[11]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of Lockout Units requires a Conditional Use permit

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

[3]Nightly Rentals do not include the Use of dwellings for Commercial Uses

[4]See Section 15-4-9, Child Care And Child Care Facilities. Family Group Child Care and Child Care

Center Uses require an Administrative permit.

[5]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License. Requires an Administrative Permit.

[6]See Section 15-4-14, Telecommunication Facilities

[7]See Section 15-4-13, Placement Of Satellite Receiving Antennas

[8]As support Use to primary Development or Use, subject to provisions of LMC Chapter 15-6, Master Planned Developments

[9]Requires an Administrative or Administrative Conditional Use permit, see Chapter 15-4

[10]As part of an approved Ski Area Master Plan

[11]Requires an Administrative Conditional Use permit. Is permitted only in approved existing Commercial spaces or Developments that have ten (10) or more units with approved Support Commercial space. A Parking Plan shall be submitted to determine site specific parking requirements.

[12]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[13]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[14]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 3/18/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 2018-23 on 5/17/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

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15-2.17-2 Uses

Uses in the RCO District are limited to the following:

A. **ALLOWED USES.**

1. Secondary Living Quarters
2. Lockout Unit[1]
3. Accessory Apartment[2]
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting[3]
7. ~~[Child Care, Family[3]]~~
7. Child Care, Family Group[3]

8. Accessory Building and Use

9. Conservation Activity

10. Agriculture

11. Parking Area or Structure with four (4) or fewer spaces

12. Recreation Facility, Private[12]

13. Allowed Uses in the Underlying Zoning District

14. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[4]

15. Food Truck Location[11]

16. Enclosed Mobile Business Location[13]

B. **CONDITIONAL USES.**

1. Multi-Unit Dwelling[5]

2. Group Care Facility[5]

3. Child Care Center[3,5]

4. Public and Quasi-Public Institution, Church and School[5]

5. Essential Municipal Public Utility Use, Facility, Service, and Structure[5]

6. Telecommunication Antenna[6]

7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[7]

8. Plant and Nursery stock products and sales[5]

9. Bed and Breakfast Inn[5]
10. Boarding House, Hostel[5]
11. Hotel, Minor[5]
12. Hotel, Major[5]
13. Private Residence Club Project and Conversion[9]
14. Timeshare Sales Office, off-site[5]
15. Office, General[5]
16. Office, Moderate Intensive[5]
17. Office, Intensive[5]
18. Office and Clinic, Medical[5]
19. Financial Institution, with and without drive-up window[5,8]
20. Retail and Service Commercial, Minor[5]
21. Retail and Service Commercial, personal improvement[5]
22. Retail and Service Commercial, Major[5]
23. Transportation Service[5]
24. Retail Drive-Up Window[8]
25. Neighborhood Convenience Commercial[5]
26. Commercial, Resort Support[5]

27. Service Station[5]

28. Cafe, Deli[5]

29. Restaurant, General[5]

30. Restaurant, Outdoor Dining[9]

31. Outdoor Event[9]

32. Restaurant, Drive-up window[8]

33. Bar[5]

34. Hospital, Limited Care Facility[5]

35. Hospital, General[5]

36. Parking Area or Garage with five (5) or more spaces[8]

37. Temporary Improvement[9]

38. Passenger Tramway Station and Ski Base Facility[5]

39. Ski tow rope, ski lift, ski run, and ski bridge[5]

40. Recreation Facility, Public[5]

41. Recreation Facility, Commercial[5]

42. Entertainment, Indoor[5]

43. Heliport[5]

44. Salt Lake City 2002 Winter Olympic Games Olympic Legacy Displays[10]

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly Rental of Lockout Units requires a Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative permit or approval as part of a Master Planned Development or Affordable Master Planned Development.

[4]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed on the original Property set forth in the services agreement and/or Master Festival License.

[5]Subject to Master Planned Development approval. See Chapter 15-6.

[6]See Section 15-4-14, Telecommunication Facilities.

[7]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[8]See Section 15-2.18-5 criteria for drive-up windows.

[9]Requires an administrative Conditional Use permit.

[10]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

[11]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[12]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[13]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2024-03 on 2/1/2024

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15-2.18-2 Uses

Uses in the GC District are limited to the following:

A. **ALLOWED USES.**

1. Secondary Living Quarters
2. Lockout Unit[1]
3. Accessory Apartment[2]
4. Nightly Rental
5. Home Occupation
6. Child Care, In-Home Babysitting[3]
7. ~~[Child Care, Family[3]]~~

7. Child Care, Family Group[3]
8. Child Care Center[3]
9. Accessory Building and Use
10. Conservation Activity
11. Agriculture
12. Plant and Nursery Stock production and sales
13. Bed and Breakfast Inn
14. Boarding House, Hostel
15. Hotel, Minor
16. Hotel, Major
17. Office, General
18. Office, Moderate Intensive
19. Office, Intensive
20. Office and Clinic, Medical and Veterinary Clinic
21. Financial Institution without a drive-up window
22. Retail and Service Commercial, Minor
23. Retail and Service Commercial, Personal Improvement
24. Retail and Service Commercial, Major

25. Cafe or Deli

26. Restaurant, General

27. Hospital, Limited Care Facility

28. Parking Area or Structure with four (4) or fewer spaces

29. Parking Area or Structure with five (5) or more spaces

30. Food Truck Location[10]

31. Public Transit Amenity Area[11]

32. Enclosed Mobile Business Location[12]

B. **CONDITIONAL USES.**

1. Single Family Dwelling

2. Duplex Dwelling

3. Triplex Dwelling

4. Multi-Unit Dwelling

5. Group Care Facility

6. Public and Quasi-Public Institution, Church, and School

7. Essential Municipal Public Utility Use, Facility, Service, and Structure

8. Telecommunication Antenna[4]

9. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[5]

10. Timeshare Project and Conversion

11. Timeshare Sales Office, off-site within an enclosed Building
12. Private Residence Club Project and Conversion[8]
13. Financial Institution with a Drive-up Window[6]
14. Retail and Service Commercial with Outdoor Storage
15. Retail and Service Commercial, Auto Related
16. Transportation Service
17. Retail Drive-Up Window[6]
18. Service Station
19. Restaurant and Cafe, Outdoor Dining[7]
20. Restaurant, Drive-up Window[6]
21. Outdoor Event[7]
22. Bar
23. Sexually Oriented Businesses[8]
24. Hospital, General
25. Light Industrial Manufacturing and Assembly
26. Temporary Improvement[7]
27. Passenger Tramway and Ski Base Facility
28. Ski tow rope, ski lift, ski run, and ski bridge

29. Commercial Parking Lot or Structure

30. Recreation Facility, Public

31. Recreation Facility, Commercial

32. Recreation Facility, Private[9]

33. Indoor Entertainment Facility

34. Heliport

35. Temporary Sales Trailer in conjunction with an active Building permit for the Site.[8]

36. Fences greater than six feet (6') in height from Final Grade[7]

37. Household Pet, Boarding[7]

38. Household Pet, Daycare[7]

39. Household Pet, Grooming[7]

40. Commercial, Resort Support

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Nightly rental of Lockout Units requires Conditional Use permit.

[2]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[3]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative permit.

[4]See Section 15-4-14, Telecommunication Facilities.

[5]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[6]See Section 15-2.18-6 for Drive-Up Window review.

[7]Requires an Administrative Conditional Use permit.

[8]See Section 15-4-16 for additional criteria.

[9]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[10]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[11]Requires an Administrative Permit, see Section 15-4-24 Public Transit Amenity Areas.

[12]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2024-03 on 2/1/2024

Amended by Ord. 2024-09 on 5/16/2024

Amended by Ord. 2024-21 on 12/12/2024

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15-2.19-2 Uses

Uses in the LI District are limited to the following:

A. **ALLOWED USES.**

1. Secondary Living Quarters
2. Accessory Apartment[1]
3. Nightly Rental
4. Home Occupation
5. Child Care, In-Home Babysitting[2]
6. ~~[Child Care, Family[2]]~~
6. Child Care, Family Group[2]
7. Child Care Center[2]
8. Agriculture
9. Plant and Nursery Stock
10. Office, General
11. Office, Moderate Intensive
12. Office, Intensive
13. Financial Institution without drive-up window
14. Retail and Service Commercial, Minor
15. Retail and Service Commercial, Personal Improvement

16. Retail and Service Commercial, Major

17. Hospital, Limited Care

18. Parking Area or Structure with four (4) or fewer spaces

19. Food Truck Location[8]

20. Enclosed Mobile Business Location[9]

B. **CONDITIONAL USES.**

1. Multi-Unit Dwelling

2. Group Care Facility

3. Child Care Center[2]

4. Public and Quasi-Public Institution, Church, and School

5. Essential Municipal Public Utility Use, Facility, Service, and Structure

6. Telecommunication Antenna[3]

7. Satellite Dish Antenna, greater than thirty-nine inches (39") in diameter[4]

8. Accessory Building and Use

9. Raising, grazing of horses

10. Bed and Breakfast Inn

11. Boarding House, Hostel

12. Hotel, Minor

13. Private Residence Club Project and Conversion[6]

14. Office and Clinic, Medical and Veterinary Clinic
15. Financial Institutions with Drive-Up Window[5]
16. Retail and Service Commercial with Outdoor Storage
17. Retail and Service Commercial, Auto-Related
18. Transportation Services
19. Retail Drive-Up Window[5]
20. Service Station
21. Café or Deli
22. Restaurant, General
23. Restaurant, Outdoor Dining
24. Restaurant, Drive-Up Window[5]
25. Outdoor Event[6]
26. Bar
27. Hospital, General
28. Light Industrial Manufacturing and Assembly Facility
29. Parking Area or Structure with five (5) or more spaces
30. Temporary Improvement[6]
31. Passenger Tramway Station and Ski Base Facility

32. Ski Tow Rope, Ski Lift, Ski Run, and Ski Bridge

33. Recreation Facility, Public

34. Recreation Facility, Commercial

35. Recreation Facility, Private[7]

36. Entertainment Facility, Indoor

37. Commercial Stables, Riding Academy

38. Heliports

39. Commercial Parking Lot or Structure

40. Temporary Sales Office, in conjunction with an active Building permit.

41. Fences and Walls greater than six feet (6') in height from Final Grade[6]

42. Household Pet, Boarding[6]

43. Household Pet, Daycare[6]

44. Household Pet, Grooming[6]

45. Commercial, Resort Support

C. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments.

[2]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative permit.

[3]See Section 15-4-14, Telecommunication Facilities.

[4]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[5]See Section 15-2.19-8, Criteria for Drive-Up Windows.

[6]Subject to an Administrative Conditional Use permit.

[7]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[8]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[9]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 00-51 on 9/21/2000

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 06-76 on 11/9/2006

Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2024-03 on 2/1/2024

Amended by Ord. 2024-21 on 12/12/2024

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15-2.22-2 Uses

Uses in the Public Use Transition District are limited to the following:

1. **ALLOWED USES**.
    1. Municipal/Institutional Accessory Building and Use 600 sf or less
    2. Conservation Activity
    3. Parking Lot, Public or Private with four (4) or fewer spaces
    4. Public Utility or Essential Services
    5. Public Assembly Uses
    6. Outdoor Events
    7. Food Truck Location[5]
    8. Enclosed Mobile Business Location[6]
2. **CONDITIONAL USES**.
    1. Public and Quasi-Public Institution, Church, School, Post Office
    2. Entertainment Facility, Outdoor
    3. Essential Municipal Public Utility Use, Facility, or Service Structure
    4. Parking Area or Structure for five (5) or more cars
    5. Liquor Store
    6. Commercial Retail and Service, Minor

7. Outdoor Recreation Equipment

8. Outdoor Grills/Beverage Service Stations

9. Restaurant, Outdoor Dining[1]

10. Restaurant, Café or Deli

11. Accessory Building or Use greater than 600 sf

12. Telecommunication Antenna[2]

13. Satellite Dish, greater than thirty-nine inches (39") in diameter[3]

14. Temporary Improvement/Outdoor Use

15. Salt Lake City 2002 Winter Olympic Legacy Displays[4]

16. Passenger Tramways, ski towers, and ski lift facilities.

3. **PROHIBITED USES**. Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Required Administrative Conditional Use permit.

[2]See Section 15-4-14, Telecommunication Facilities.

[3]See Section 15-4-13, Placement of Satellite Receiving Antennas.

[4]Olympic Legacy Displays limited to those specific Structures approved under the SLOC/Park City Municipal Corporation Olympic Services Agreement and/or Olympic Master Festival License and placed in an Area other than the original location set forth in the services agreement and/or Master Festival License.

[5]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[6]See Section 15-4-24, Mobile Businesses.

HISTORY

Adopted by Ord. 05-12 on 3/3/2005

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-45 on 10/1/2020

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15-2.23-2 Uses

Uses in the Community Transition District are limited to the following:

A. **ALLOWED USES.**

1. Conservation Activities
2. Home Occupation
3. In-Home Babysitting[5]
4. Child Care, Family Group[5]
5. ~~[Family Child Care]~~
5. Child Care Center[5]
6. Secondary Living Quarters
7. Agriculture

8. Food Truck Location[2]

9. Accessory Apartments[3]

B. **ADMINISTRATIVE CONDITIONAL USES.**

1. Trails and trailhead improvements

2. Outdoor Recreation Equipment

3. Essential public utility Use, service, or Structure less than 600 sq. ft.

4. Accessory Buildings less than 600 sq. ft.

5. Parking Areas with four (4) or fewer spaces

6. Outdoor Events and Outdoor Music, see Section 15-4

7. Temporary Improvement

8. Outdoor dining and support retail associated with support Uses with an MPD

9. Fences and walls, see Section 15-4-2

10. Anemometer and Anemometer Towers

C. **CONDITIONAL USES.**

1. Public, Quasi-Public, civic, municipal Uses

2. General acute Hospital

3. Alternative professional health-related services

4. Athletic training and testing Offices and facilities

5. Athletic program administrative Offices
6. Support short-term athlete housing or lodging associated with an approved Recreation Facility (within an approved MPD)
7. Accredited physician Office space
8. Accredited Medical and dental clinics
9. Medical Heliport
10. Group Care Facility
11. Ancillary Support Commercial (within an approved MPD)
    1. Gift shop
    2. Dispensing pharmacy
    3. Medical supply
    4. Restaurant
    5. Deli
    6. Outdoor grills/ beverage service stations
    ~~7. Child Care Center[5]~~
12. Recreation Facility, Public
13. Recreation Facility, Private[4]
14. Recreation Facility, Commercial
15. Park and ride Lot

16. Municipal/institutional Accessory Building and Use

17. Parking Lot, Public

18. Public utility or essential services

19. Single Family Dwelling (with an approved MPD[1])

20. Duplex Dwelling (with an approved MPD[1])

21. Multi-Unit Dwelling (with an approved MPD[1])

22. Telecommunication Antenna

23. Transit facilities

24. Parking Areas, Lots, and Structures with more than five (5) Parking Spaces

25. Raising, grazing of horses

26. Commercial Riding Stable(s)

27. Small Energy Wind Systems

D. **PROHIBITED USES.** Any Use not listed above as an Allowed or Conditional Use is a prohibited Use.

[1]Residential Uses cannot exceed one (1) unit/acre.

[2]The Planning Director or their designee shall, upon finding a Food Truck Location in compliance with Municipal Code Section 4-5-6, issue the property owner a Food Truck Location administrative approval letter.

[3]Requires an Administrative Permit. See Section 15-4-7, Accessory Apartments

[4]See Section 15-4-22, Outdoor Pickleball Courts in Residential Areas.

[5]See Section 15-4-9, Child Care and Child Care Facilities. Family Group Child Care and Child Care Center Uses require an Administrative Conditional Use permit.

HISTORY

Adopted by Ord. 06-48 on 6/29/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

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15-3-3 General Parking Area And Driveway Standards

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H. DRIVEWAY WIDTHS AND SPACING.

1. **DRIVEWAY WIDTHS ~~[AND SPACING]~~**. The following driveway width dimensions are required. Additional driveway standards for the Historic District are outlined in Section 15-3-8 and Chapter 15-13 *Regulations for Historic Districts and Historic Sites*. Minor variations in driveway widths for the portion of driveway that is within or adjacent to the public Right-of-Way may

be approved by the City Engineer.

PROPOSED USE	MINIMUM WIDTH	MAXIMUM TOTAL WIDTH
RESIDENTIAL Single-Family, Duplex, Shared Driveways in non-Historic Zoning Districts	10'	27'
RESIDENTIAL Multi-Unit, 5 or more Parking Spaces	18'	30'
COMMERCIAL Requiring 5 or more Parking Spaces	24'	30'
COMMERCIAL Requiring 4 or fewer Parking Spaces	18'	30'

a. **EXCEPTIONS TO DRIVEWAY WIDTHS.**

i. **Residential Driveways**. Driveways in the non-Historic Districts may not exceed 27 feet in width within a Front or Side Setback, unless otherwise approved by the Engineering Department for safe ingress/egress to an approved garage.

ii. **Garage Access.** For Residential driveways in non-Historic Districts that provide access to an approved garage, a driveway is allowed to increase in width beyond the required 27 feet within the immediate area in front of the garage. The expanded hard-surfaced driveway is limited to a width and depth necessary for safe ingress/egress and for backing out of the garage.

2. **DRIVEWAY SPACING**. A minimum of seventy-five feet (75') Spacing between major commercial driveways is recommended. Shared Use of commercial drives is strongly recommended.

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15-3-6 Parking Ratio Requirements For Specific Land Use Categories

A. **RESIDENTIAL USES.** Off-Street parking shall be provided for each land Use as listed in this section, in the Parking Ratio Requirements tables. When applying the tables, the parking requirements stated for each Use, or combination of Uses, applies to each Dwelling Unit within the Structure. Specific Uses, and the related parking ratio requirements are also shown below: Also refer to 15-15 Definitions for clarification of Uses.

RESIDENTIAL PARKING RATIO REQUIREMENTS		
USE		PARKING RATIO (NUMBER SPACES)
Accessory Apartment		1 per bedroom
Lockout Unit in Single Family and Duplex Dwellings		1 per bedroom
Single Family Dwelling		2 per Dwelling Unit
Duplex Dwelling		2 per Dwelling Unit (4 total)
Triplex Dwelling		2 per Dwelling Unit (6 total)

Multi-Unit Dwelling	Apartment/Condominium not greater than 1,000 sf floor Area	1 per Dwelling Unit
	Apartment/Condominium greater than 1,000 sf and less than 2,000 sf floor Area	1.5 per Dwelling Unit
	Apartment/Condominium 2,000 sf floor Area or greater	2 per Dwelling Unit
Dormitory		1 per 200 sf floor Area devoted to accommodations
Boarding House, Hostel		1 per 2 beds; and 1 per manager's unit
Secondary Living Quarters		1 per bedroom in addition to requirements for primary residence
Guest House		

Nightly Rental		1 per Unit Parking for the first six (6) bedrooms is based on the parking requirement for the dwelling. An additional space is required for every additional two (2) bedrooms utilized by the Nightly Rental Use. Parking for Historic Structures may be allowed on the Street adjacent to the Property, if approved by the Planning, Engineering, and Building Department

B. <u>NON-RESIDENTIAL USES</u>. In non-residential projects, or for non-residential space associated with primarily residential Structures, the following parking requirements shall apply: Also refer to LMC Chapter 15-15, Definitions, for clarification of Uses.

NON-RESIDENTIAL PARKING RATIO REQUIREMENTS

USES	PARKING RATIO REQUIREMENTS (NUMBER SPACES)
Group Care Facility	1 per 2 bedrooms plus 1 per employee per shift, or 2 per 3 employees per shift, whichever is greater
Child Care Center	~~[1 per on-duty staff per shift and 1 per 6 children]~~ See parking requirements outlined in Section 15-4-9
Public and Quasi-Public Institution, church and school; Public Utility Uses; and Cemetery	1 space per 5 seats, or 2 spaces per 3 employees, or 1 space per 1,000 sf of floor Area, whichever is greater
Auditorium and Assembly Hall	1 space per every 5 seats
Bed and Breakfast Inn	1 space per bedroom and 1 space per on-duty manager
Hotel, Minor and Major	1 space per room or suite, and 1 space per 200 sf of separately leasable commercial space

Offices, General	3 spaces per 1,000 sf of leasable floor Area
Offices, Intensive	5 spaces per 1,000 sf of leasable floor Area
Office and Clinic, Medical	5 spaces per 1,000 sf of leasable floor Area
Hospital, Limited Care	1 space per 2 beds
Hospital, General	3 spaces per bed
Automobile Sales/Rental	1 space per vehicle plus one space per employee
Financial Institution, with and without drive-up	3 spaces per 1,000 sf of net leasable floor Area
Retail & Service Commercial, Minor, Personal Service	3 spaces for each 1,000 sf of net leasable floor Area
Retail & Service Commercial, Major	5 spaces for each 1,000 sf of net leasable floor Area
Retail & Service, outdoor storge	3 spaces per 1,000 sf of inside net leasable floor Area
Retail & Service, Auto Related and Gas Stations	5 spaces per 1,000 sf of net leasable floor Area

Shopping centers or complexes of multi-tenant retail spaces	3.5 spaces per 1,000 sf of leasable floor Area, excluding corridors and service Areas not related to individual tenant retail spaces
Convenience Store, Support Commercial Uses	5 spaces per 1,000 sf of net leasable floor Area
Cafe/Deli	3 spaces per 1,000 sf of net leasable floor Area
Restaurant, Standard and Bar	1 space for every 100 sf of net leasable Area, including kitchen Areas
Restaurant, Outdoor Dining	Based on Site specific review at the time of CUP
Restaurant, With Drive-up	15 per 1,000 sf of net leasable floor Area
Light Industrial and Wholesale establishments	1 for every 2 employees in the largest shift plus 1 space for each vehicle used in conducting the business and wholesale, storage uses at 1 per 1,000 sf of floor Area and light manufacturing at 2.5 per 1,000 sf of floor Area

Temporary Improvement	1 per employee plus 2 guest spaces
Tramway Station/Ski Base Facility	See Chapter 8.20
Recreation Facility, Private or HOA	Minimum of 1 space per 4 persons maximum rated capacity
Recreation Facility, Public	1 space per 4 seats or 5 spaces per 1,000 sf of floor Area, or 1 per 3 persons rated capacity depending on type of facility
Indoor Entertainment, Theater	1 space per 4 seats or 5 spaces per 1,000 sf of floor Area depending on type of facility
Commercial Outdoor Recreation and Stables, Riding Academy	1 space per 3 persons maximum rated capacity
Master Planned Developments	As determined by Planning Commission based on proposed Uses
Mining Operations	2 spaces per 3 employees
Airports/Heliports	As determined by the Planning Commission based on traffic generation study

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 12-37 on 12/20/2012

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15-4-9 Child Care And Child Care Facilities

A. **POLICY AND PURPOSE**. It is the intent of Park City to encourage the provision of Child Care, which meets the fluctuating needs and demands of the City's residents, employees, and employers. Health and safety, convenience, compatibility, affordability, and adaptability are of primary importance in the regulation of Child Care facilities. Accordingly, the City has adopted the following definitions and regulations that reflect state and national demographic and social trends while also reflecting the unique characteristics of Park City's population and economy.

B. **IN-HOME BABYSITTING**. In-home babysitting includes the provision of Child Care for ~~[four (4)]~~ eight (8) or fewer children within a dwelling, and within commercial Buildings outside of residential zones. In-home babysitting shall be permitted in all Zoning Districts. In-home babysitting shall not be regulated by any other Child Care provisions contained herein and shall be considered a

permitted Accessory Use. Standard Building and zoning regulations shall be complied with.

~~C. [**FAMILY CHILD CARE**. Family Child Care is a small scale Child Care home which includes the provision of Child Care for up to eight (8) children within the provider's primary residence and shall include in the total the provider's own children under the age of eighteen (18) if they are cared for in the same area of the Structure as that designated for Family Child Care.~~

~~Family Child Care is regulated by the State of Utah. All required licenses, certificates, child to caretaker ratios, play area requirements, health and safety regulations, and other regulations as required by the State shall be the responsibility of the Owner. These regulations can be found in the Utah Administrative Code.~~

~~1. **PERMITS REQUIRED**. Family Child Care homes shall be permitted in all Zoning Districts subject to issuance by the Chief Building Official, of a Certificate of Occupancy for the home by the Chief Building Official and either an Administrative Permit issued by the City Planning Director or a Conditional Use permit issued by the Planning Commission. Family Child Care in single family homes and duplexes is an Allowed Use requiring an Administrative Permit issued by the Planning Department.~~

~~Family Child Care in Multi-Unit Dwellings, such as Apartments, Condominiums, and townhouses, requires a Conditional Use permit issued by the Planning Commission. Family Child Care requires a~~

~~Conditional Use permit in the ROS and POS Zoning Districts and is restricted to existing Structures and Buildings that are the primary residence of the care provider.~~

2. **REVIEW CRITERIA**. Prior to the issuance of either an Administrative Permit or a Conditional Use permit, all Family Child Care homes are subject to the following requirements:

1. Parking. One (1) Off-Street Parking Space is required for each non-resident or non-family member employee in addition to the underlying parking requirements for residential dwellings. The residential driveway may be used for this purpose provided that parking is not within the side Setbacks established for that zone and the driveway is not required for a drop-off/pick-up area as required herein.

2. Drop-off/Pick-up Area. Two (2) drop-off/pick-up Parking Spaces must be provided. These spaces can be Street Parking Spaces provided that they are located within fifty feet (50') of the Property and can be reached without crossing the Street. The driveway may be used for drop-off/pick-up if it is not required for employee or resident parking as required herein.

3. Arterial Street. If located on an arterial Street or State Highway, an Off-Street drop-off/pick-up area is required.

4. Play Area Size and Location. Minimum indoor and outdoor play areas are regulated by the State, but in no case shall there be a structured play area measuring less than 240 square feet. Play Structures and equipment shall meet Consumer Product Safety Commission guidelines.

5. Signs. All signs must conform to the Park City Sign Code requirements of the specific Zoning District. In single family zones, no signs will be permitted for a Family Child Care home.

6. Primary Residence. If Child Care is provided in a residential Structure, the Structure must be the primary residence of the primary care provider and the residential character of the house and its Lot shall be maintained. If required by the State, a second care provider, who is not a resident of the home, may be employed at the residence.

7. Multi-Unit Dwellings. Family Child Care in Multi-Unit Dwellings is a Conditional Use, subject to the review criteria for Conditional Use permits stated in LMC Chapter 15-1-10 with review and approval by the Planning Commission.

Family Child Care will not be approved for Multi-Unit Dwellings unless it can be shown that playground areas are on private Property and not within Common Areas, or unless the Applicant receives approval from the Home Owner's Association for Use of

~~the Common Area, or unless the project was designed to accommodate a Child Care facility.]~~

C. ~~D.~~ **FAMILY GROUP CHILD CARE**. Family Group Child Care is a ~~[medium scale]~~ Child Care ~~[home]~~ facility which includes the provision of Child Care for nine (9) to sixteen (16) children, inclusive. Family Group Child Care must be provided within the provider's primary residence or an additional location subject to state licensing regulations and shall include the provider's own children under the age of eighteen (18) if they are cared for in the same area of the Structure as that designated for Family Group Child Care.

Family Group Child Care is regulated by the State of Utah. All required licenses, certificates, child to caretaker ratios, play area requirements, health and safety regulations, and other regulations as required by the State shall be the responsibility of the Owner. These regulations can be found in the Utah Administrative Code.

~~[All Child Care that does not take place in the primary residence of the primary care provider is considered by the State to be a Child Care Center or an hourly Child Care Center. Therefore, all Family Child Care and Family Group Child Care by the definitions herein, shall occur within the primary residence of the primary care provider. All other Child Care is regulated as a Child Care Center, including all Child Care in commercial Businesses, etc.]~~

1. **PERMITS REQUIRED**. Family Group Child Care homes require an Administrative Conditional Use permit in all residential Districts and

require an Administrative Permit issued by the Planning Department in all other Zoning Districts in which it is not prohibited. Family Group Child Care within Multi-Unit Dwellings, that are not within residential Zoning Districts, also require an Administrative Conditional Use permit. Family Group Child Care homes are subject to issuance of a Certificate of Occupancy for the home by the Chief Building Official, of a Certificate of Occupancy for the home.

~~[Family Group Child Care requires a Conditional Use permit in the ROS and POS Zoning Districts and is restricted to existing Structures and Buildings that are the primary residence of the care provider.~~

~~2. **REVIEW CRITERIA**. Prior to the issuance of either an Administrative Permit or a Conditional Use permit, all Family Group Child Care homes are subject to the following requirements:~~

~~1. Parking. One (1) Off-Street Parking Space is required for each non-resident or non-family member employee in addition to the underlying parking requirements for residential dwellings. The residential driveway may be used for this purpose provided that parking is not within the side Setbacks established for that zone and the driveway is not required for a drop-off/pick-up area as required herein.~~

2. Drop-off/Pick-up Area. Four (4) drop-off/pick-up spaces must be provided. For Family Group Child Care homes with ten (10) or fewer children, not including the care providers own children, three (3) drop-off/pick-up spaces may be provided. These spaces can be Street Parking Spaces provided that they are located within fifty feet (50') of the Property and can be reached without crossing the Street. The driveway may be used for drop-off/pick-up if it is not required for employee or resident parking as required herein.

3. Arterial Street. If located on an arterial Street or State Highway, an Off-Street drop-off/pick-up area is required.

4. Density. No more than one (1) Family Group Child Care home may be permitted on any one (1) Street or within any 300 foot radius, whichever area is less, and no more than two (2) Family Group Child Care homes may be located in any one (1) 500 foot radius area. Family Child Care homes and other Child Care operations, which are not regulated shall not be included in these Density calculations. Also, Family Group Child Care homes in commercial zones, such as the RCO, GC, LI, HRC, HCB shall not be subject to these Density restrictions.

5. Play Area Size and Location. An outdoor play area of at least 360 square feet shall be provided on-Site, with an additional 40 square feet for each additional child over a minimum of nine (9). Additional indoor play areas are regulated by the State. Play Structures and

~~equipment shall meet Consumer Product Safety Commission guidelines.~~

~~6. Screening. Screening for all play areas in residential zones is required. Screening may consist of an opaque Fence, berm, dense shrubbery, or similar, subject to Planning Department approval.~~

~~7. Structure Inspection Required. The Structure shall conform to International Building Code (IBC) requirements and shall be inspected and approved by the Park City Building Department. Prior to inspection, the Applicant must notify the Building Department of the number of children that will be cared for in the facility. Additional requirements may be required before a Family Group Child Care permit can be issued.~~

~~8. Neighborhood Meeting. Prior to permit issuance for a Family Group Child Care home in a residential zone, a neighborhood meeting, under the direction of the Planning Department, shall be held to discuss the proposed facility with Property Owners within 300 feet of the subject Parcel, subject to standard notification requirements. The hearing gives the Child Care provider an opportunity to understand neighborhood concerns and to consider operational policies or make reasonable modifications to the Site plan to mitigate impacts of the Use.~~

~~9. One Year Review. All Conditional Use permits for Family Group Child Care homes may receive a one (1) time review by the Planning Commission one (1) year following permit issuance. The review request shall be placed on the Consent Agenda of the Planning Commission. However, the staff may determine to place the item under new business if it is determined that there have been excessive problems related to this Use which justify further discussion by the Planning Commission. Such decision shall be based on staff observation and/or public input received during the past year of operation alleging the following:~~

~~1. The Use consistently generates more parking demand than can be handled within fifty feet (50') of the Property on the same side of the Street.~~

~~2. The Use has generated noise levels exceeding that allowed by the City's noise and nuisance ordinance.~~

~~3. Patrons of the Family Group Care home have consistently violated traffic laws.~~

~~4. The Family Group Child Care home does not conform to Code defined standards.~~

~~If the Planning Commission finds that the Family Group Child Care home meets all Code defined standards and that~~

~~there have been no excessive problems related to its Use, the Use shall receive final approval with no further review required. Otherwise, the Planning Commission may either deny continued operation or advise the Applicant of specific concerns and require a second review in one (1) year.~~

~~10. Multi-Unit Dwelling. Family Group Child Care in a Multi- Unit Dwelling is a Conditional Use and must receive Planning Commission approval. Family Group Child Care will not be approved for Multi-Unit Dwellings unless it can be shown that playground areas are on private Property and not within Common Areas, or unless the Applicant receives approval from 100% of the Owners for Use of the Common Area, or unless the project was designed to accommodate a Child Care facility.]~~

D. ~~E.~~ **CHILD CARE CENTER**. A Child Care Center is a Child Care facility in which the provision of Child Care for five (5) or more children occurs in a place other than the care providers primary residence and for less than 24 hours per day. Child Care may be provided on a regularly scheduled, on-going enrollment basis or on an hourly, drop-in basis. ~~[See previous sections for regulation of Child Care provided within a care provider's primary residence, such as Family Child Care and Family Group Child Care.]~~

Child Care Centers, including hourly Child Care Centers, are regulated by the State of Utah. All required licenses, certificates, child to caretaker ratios, play

area requirements, health and safety regulations, and other regulations as required by the State shall be the responsibility of the Owner. These regulations can be found in the Utah Administrative Code.

A Child Care Center is an Allowed Use in all non-residential Districts except the Recreation Open Space (ROS), Protected Open Space (POS), Estate (E), Estate-40 (E-40), Community Transition (CT), and the Regional Commercial Overlay (RCO) Districts. In these Districts an Administrative Conditional Use permit or Administrative permit is required. A Child Care Center may be located within a residential District with an Administrative Conditional Use permit, pursuant to LMC Chapter 15-1-10 or if approved within a Master Planned Development.

~~[A Site designated and planned for a Child Care Center may be required for all new single and multi-family housing projects if the Planning Commission determines that the project will create additional demands for Child Care.]~~

~~[The Planning Commission shall consider, as part of the Conditional Use permit review, in addition to the criteria stated in LMC Chapter 15-1-10, the architectural Compatibility of the proposed Child Care Center and shall also consider the following location criteria and Site requirements during the review process.~~

1. ~~**LOCATION CRITERIA**. For projects within a residential neighborhood, the Planning Commission shall consider the following guidelines for locating Child Care Centers.~~

    1. ~~Traffic onto local roads within a Subdivision is discouraged. Location of Child Care Centers is encouraged such that the Center can be conveniently accessed from existing arterial and Collector Roads.~~

    2. ~~Location on the periphery of the Subdivision or neighborhood is preferable to location within the center of the Subdivision.~~

    3. ~~The Child Care Center is adjacent to a school, library, house of worship, or other traditional neighborhood facility with large landscaped areas or playing fields.~~

    4. ~~The Child Care Center is conveniently accessed by public transportation.~~

    5. ~~The Subdivision or multi-family project was designed to accommodate a Child Care Center.~~

2. ~~**SITE REQUIREMENTS**.~~

    1. ~~Parking. At least one (1) Parking Space shall be provided for each on-duty staff person per shift and one (1) space for every six (6) children cared for.~~

2. Circulation. An on-Site vehicle turnaround, or separate entrance and exit points, and passenger loading area must be provided.

3. Fencing. An opaque Fence six feet (6') in height must be installed around all designated play areas. Dense shrubbery may compensate for Fencing requirements provided that the Lot is secured according to State regulations. If the Lot is adjacent to open fields or playgrounds, a less opaque Fencing material may be used with Planning Commission approval, but chain link Fencing shall not be used.

4. Play Areas. No structured area for active play or play Structures may be located in a Front Yard. Play Structures and equipment shall meet Consumer Product Safety Commission guidelines.

5. Density. No more than one (1) Child Care Center shall be permitted in any one (1) residential Subdivision or multi-family project. If the Center is in a residential zone, it shall be no closer than 300 feet (300') to a Family Group Child Care home within the same neighborhood. Family Child Care homes and other child care operations which are not regulated shall not be included in Density calculations.

6. Lot Size and Configuration. The minimum Lot area for a Child Care center with more than sixteen (16) children shall be 12,000 square feet. The Lot shall be reasonably standard in its configuration so

~~that all portions are easily developed for Child Care Use. The Planning Commission may, at its discretion, deny a Child Care Center on a Lot which is usually narrow or which does not allow for usable play areas, which are contiguous to the Structure.~~

~~7. Setbacks. Standard Setbacks shall be observed except that Child Care Centers located in residential Districts shall provide at least eighteen foot (18') Side Setbacks and twenty-five foot (25') Rear Setbacks.~~

~~8. Play Area within Setbacks. No more than fifty percent (50%) of the State Code required play area may be within the standard Setback Area of the Lot as defined in the underlying zone unless the Setback Area is adjacent to perpetual open space or playing fields.~~

~~9. Signs. One (1) small sign, either free-standing or wall mounted, may be permitted for a Child Care Center. The sign must be no larger than six square feet (6 sq. ft.) set back at least ten feet (10') from the Property Line and must conform to all other criteria of the Park City Sign Code.~~

~~10. Exceptions. The Planning Commission may grant an exception to these Site requirements if it can be shown that the impact of the Child Care Center on traffic circulation or on adjacent Properties will not be increased if the exception is granted.]~~

E. **REVIEW CRITERIA FOR FAMILY GROUP CHILD CARE AND CHILD CARE CENTER FACILITIES.** Prior to the issuance of an Administrative Conditional Use permit or Administrative permit, all Family Group Child Care or Child Care Center facilities shall be reviewed for compliance with the following criteria:

1. **PARKING:** One off-Street parking space required for each on-shift, non-resident or non-family member employee for the Family Group Child Care or Child Care Center in addition to underlying parking requirements outlined in Section 15-3-6. The parking requirement shall be reduced for Applicants who demonstrate mitigation of one or more parking spaces through one or more of the below measures. If a Family Group Child Care or Child Care Center obtains an exemption or reduction in parking, the facility's parking plans shall be reviewed by the Planning Department annually to ensure that reduced parking is still effective for the Site.
    a. There is adequate on-Street parking in the area available for use by the employees of the facility;
    b. The Child Care facility shares parking with a nearby business or Use (or multiple businesses or Uses) that operates during different hours and enter into a shared parking agreement with the business or businesses that is recorded with Summit County;
    c. The Child Care facility includes an on-Site drop-off/pick-up area where a employees can walk out to vehicles and escort children from vehicles to the building without requiring the parent to exit the vehicle;
    d. A significant number of employees carpool, take transit, or use another

method of transportation other than single-occupancy vehicles;

e. Parking in the Right-of-Way adjacent to the Child Care facility is available for drop-off/pick-up areas;

f. A clear and irrevocable agreement authorizes Child Care facility employees or patrons to park in an off-Site Parking Area or Parking Structure that is located within 1,000 feet of the Child Care facility perimeter boundary;

g. The Child Care Facility is within ¼-mile from a bus stop that includes a waiting shelter consistent with City standards;

h. On-Site parking is provided for motorcycles and/or scooters;

i. Bicycle parking exceeds the requirements of Section 15-3-9.

j. The Site is an existing Historic Building or Structure that is exempted from parking requirements pursuant to Section 15-2.1-4, Section 15-2.2-4, Section 15-2.3-4, Section 15-2.4-4, Section 15-2.5-4, or Section 15-2.6-4.

2. **DROP-OFF/PICK-UP AREA:** For Family Group Child Care facilities, one drop-off/pick-up parking space shall be provided. An approved driveway may be used for the drop-off/pick-up space. The drop-off/pick-up space may be a street parking space if it is within 50 feet of the property and not across a street. For Child Care Centers, at least two drop-off/pick-up parking spaces are required, or a drop-off/pick-up area where an employee can walk out to vehicles and escort children from vehicles to the building without requiring the parent to exit the vehicle.

3. **ARTERIAL STREET:** If a Family Group Child Care facility is located on an arterial Street or State Highway, off-Street drop-off/pick-up areas are required.
4. **PROXIMITY TO PUBLIC TRANSPORTATION:** Child Care Centers proposed in residential Zoning Districts are recommended to be located within ½-mile of a public transportation stop or route.
5. **SETBACKS:** Zoning District Setbacks shall be observed except that structures for Child Care Centers located in residential Zoning Districts shall observe at least 18-foot Side Setbacks and 25-foot Rear Setbacks.
6. **SIGNS:** One small sign, either free-standing or wall mounted, may be permitted for a Child Care Center. The sign must be no larger than 6 square feet set back at least 10 feet from the Property Line and must conform to all other criteria of Municipal Code of Park City Title 12, Sign Code.
7. **PLAY AREA SIZE AND LOCATION:** At least 40 square feet of outdoor play area per child is required for Family Group Child Care and Child Care Center facilities. Outdoor play areas or equipment shall not be located within Front Setbacks. Outdoor play areas shall be located on private property and not within Common Areas, unless the Applicant receives approval from the Homeowner's Association for Use of the Common Area, or unless the project was approved to accommodate a Child Care facility.
8. **SCREENING:** Outdoor play areas for Family Group Child Care and Child Care Center facilities shall be screened with a Fence or barrier that is at least 4 feet tall.

9. **STRUCTURAL INSPECTION REQUIRED:** All Structures associated with the Family Group Child Care or Child Care Center shall conform to International Building Code (IBC) requirements and shall be inspected and approved by the Park City Building Department. Prior to inspection, the Applicant must notify the Building Department of the maximum number of children that will be cared for in the facility.

10. **PUBLIC NOTICE:** The Planning Department shall notify property owners within 300 feet of the proposed Family Group Child Care or Child Care Center at least 10 days prior to the first public hearing, in addition to the noticing requirements outlined in Sections 15-1-12 and 15-1-21.

11. **ANNUAL REVIEW:** The following shall be included as a Condition of Approval for all Family Group Child Care and Child Care Center approvals: The Planning Director may review the Administrative Conditional Use Permit on an annual basis and revise the Administrative Conditional Use Permit to impose additional Conditions of Approval to mitigate any outstanding issues if the Applicant or City receives one or more complaints regarding the Child Care facility.

12. **EXCEPTIONS**: The Planning Director or Planning Director's Designee may grant an exception to these Site requirements if the Applicant for Family Group Child Care and Child Care Center facilities can demonstrate that any reasonably expected detrimental impacts can be mitigated through Conditions of Approval during the Administrative Conditional Use Permit or Administrative Permit review process.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 2018-43 on 7/19/2018

15-4-21 Good And Uses To Be Within Enclosed Building

A. **OUTDOOR DISPLAY OF GOODS PROHIBITED.** Unless expressly allowed as an Allowed or Conditional Use, or allowed with an Administrative Permit, all goods, including food, beverage, vending machines, and last mile parcel pick-up stations must be within a completely enclosed Structure. New construction of enclosures for the storage of goods shall not have windows and/or other fenestration that exceeds a wall-to-window ratio of thirty percent (30%). This section does not preclude temporary sales in conjunction with a Master Festival License, sidewalk sale, or seasonal plant sale.

B. **OUTDOOR USES PROHIBITED/EXCEPTIONS.** The following outdoor uses may be allowed upon the issuance of an Administrative Conditional Use Permit, Administrative Permit, or Conditional Use Permit, pursuant to the Zoning in which the Use is located. The Applicant must submit the required application, pay all applicable fees, and provide all required materials and plans. Appeals of Departmental actions are heard by the Planning Commission.

1. **OUTDOOR DINING.** Outdoor dining may require an Administrative Conditional Use Permit, Administrative Permit, or Conditional Use Permit, pursuant to the Zoning in which the Use is located, and is subject to the following criteria:

    a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.

    b. The proposed seating Area does not impede pedestrian circulation.

    c. The proposed seating Area does not impede emergency Access or circulation.

    d. The proposed furniture is Compatible with the Streetscape.

    e. No music or noise is in excess of the City Noise Ordinance, Title 6.

    f. No Use after 10:00 p.m.

    g. Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.

2. **OUTDOOR GRILLS/BEVERAGE SERVICE STATIONS.** Commercial Outdoor grills and/or beverage service stations may require an Administrative Conditional Use Permit, Administrative Permit, or Conditional Use Permit, pursuant to the Zoning in which the Use is located, and are subject to the following criteria:

a. The Use is on private Property or leased public Property and does not diminish parking or landscaping.

b. The Use is only for the sale of food or beverages in a form suited for immediate consumption.

c. The Use is Compatible with the neighborhood.

d. The proposed service station does not impede pedestrian circulation.

e. The proposed service station does not impede emergency Access or circulation.

f. Design of the service station is Compatible with the adjacent Buildings and Streetscape.

g. No violation of the City Noise Ordinance, Title 6.

h. Compliance with the City Sign Code, Title 12.

3. **COMMERCIAL OUTDOOR STORAGE AND DISPLAY OF BICYCLES, KAYAKS, MOTORIZED SCOOTERS, AND CANOES.** Outdoor storage and display of bicycles, kayaks, motorized scooters, canoes, and similar items for Commercial purposes may require an Administrative Conditional Use Permit, Administrative Permit, or Conditional Use Permit, pursuant to the Zoning in which the Use is located, and is subject to the following criteria:

a. The Area of the proposed bicycle, kayak, motorized scooters, or canoes, or similar items storage or display is on private Property and not in Areas of required parking or landscaped planting beds.

b. Bicycles, kayaks, canoes, and similar items may be hung on a Building if sufficient Site Area is not available, provided the display does not impact of alter the architectural integrity or character of the Structure.

c. No more than a total of fifteen (15) pieces of equipment may be displayed.

d. Outdoor display is only allowed during Business hours.

e. Additional outdoor storage Areas may be considered for rental bicycles, or motorized scooters, or similar items provided there are no or only minimal impacts on landscaped Areas, Parking Spaces, and pedestrian and emergency circulation.

4. **OUTDOOR EVENTS AND MUSIC.** Outdoor events and music require a Conditional Use Permit, pursuant to the Zoning in which the Use is located. The Use must also comply with Section 15-1-10, Conditional Use Review Process. Outdoor Events and Music do not include Mobile Business Events. The Applicant must submit a Site plan and written description of the event, addressing the following:

a. Notification of adjacent Property Owners.

b. No violation of the City Noise Ordinance, Title 6.

c. Impact on adjacent Residential Uses.

d. Proposed plans for music, lighting, Structures, electrical, signs, etc.

e. Parking demand and impacts on neighboring Properties.

f. Duration and hours of operation.

g. Impacts on emergency Access and circulation.

5. **DISPLAY OF MERCHANDISE.** Display of outdoor merchandise requires an Administrative Conditional Use Permit, Administrative Permit, or Conditional Use Permit, pursuant to the Zoning in which the Use is located, and is subject to the following criteria:

   a. The display is immediately available for purchase at the Business displaying the item.

   b. The merchandise is displayed on private property directly in front of or appurtenant to the Business which displays it, so long as the private Area is in an alcove, recess, patio, or similar location that provides a physical separation from the public sidewalk. No item of merchandise may be displayed on publicly owned Property including any sidewalk or prescriptive Right-of-Way regardless if the property Line extends into the public sidewalk. An item of merchandise may be displayed on commonly owned Property;

however, written permission for the display of the merchandise must be obtained from the Owner's association.

c. The display is prohibited from being permanently affixed to any Building. Temporary fixtures may not be affixed to any Historic Building in a manner that compromises the Historic integrity or Façade Easement of the Building as determined by the Planning Director.

d. The display does not diminish parking or landscaping.

e. The Use does not violate the Summit County Health Code, the Fire Code, or International Building Code. The display does not impede pedestrian circulation, sidewalks, emergency Access, or circulation. At minimum, forty-four inches (44") of clear and unobstructed Access to all fire hydrants, egress and Access points must be maintained. Merchandise may not be placed so as to block visibility of or Access to any adjacent Property.

f. The merchandise must be removed if it becomes a hazard due to wind or weather conditions, or if it is in a state of disrepair, as determined by either the Planning Director of Building Official.

g. The display shall not create a hazard to the public due to moving parts, sharp edges, or extension into public Rights-of-Way, including sidewalks, or pedestrian and vehicular Areas; nor shall the display restrict vision at intersections.

h. No inflatable devises other than decorative balloons smaller than eighteen inches (18”) in diameter are permitted. Balloon height may not exceed the finished floor elevation of the second floor of the Building.

i. No additional signs are allowed. A sales tag, four (4) square inches or smaller may appear on each display item, as well as an informational plaque or associated artwork not to exceed twelve (12) square inches. The proposed display shall be in compliance with the City Sign Code, Municipal Code Title 12, the City’s Licensing Code, Municipal Code Title 4, and all other requisite City codes.

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15-4-24 Mobile Businesses

Mobile Businesses include Enclosed Mobile Businesses, Food Trucks, Food Carts, and Ice Cream Trucks. Mobile Businesses do not include Mobile Vendors defined in Title 4. Mobile Businesses must be properly licensed and may only operate pursuant to a Special Event Permit or on a permitted Site with permission from the Property Owner. A Mobile Business or Mobile Vendor may not impede City Right-of-Way or operate on City Property without the express permission of the City, such as a Franchise Agreement, as defined in Title 4, or another license or grant from the City. The following Mobile Business Uses shall be regulated pursuant to the Zoning District in which the Use is located:

A. Enclosed Mobile Businesses

1. **Enclosed Mobile Business Location.** Upon request from the Property Owner or lessee, and found in compliance with the below criteria, the Planning Director or designee, may issue an Administrative Approval Letter for the location of an Enclosed Mobile Business where the business may park and sell product. The Mobile Business Location must comply with the following:
    a. Not occupy code required parking areas.
    b. Not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation, or access to any public alley, access easement, sidewalk, or pathway.
    c. Be on a hard-surfaced area.
    d. Not create a space for outdoor seating.
2. **Requirements.** An Enclosed Mobile Businesses does not include Food Trucks/Carts, Ice Cream Trucks, and does not include a project involving a Construction Mitigation Plan. An Enclosed Mobile Business must:
    a. Have goods or services offered and point of sale within an enclosed vehicle, trailer, or other mobile structure that is occupied by the owner or operator at all times.
    b. Not have a drive-through.
    c. Not operate later than 10:00 p.m.
    d. Not have amplified music or noise that is produced in a way that violates the City Noise Ordinance, found in Chapter 6-3.

e. Affix signs and lighting to the Enclosed Mobile Business. No other signs or lighting are allowed.

f. Provide a way to dispose of, or take off-site, any waste or materials related to the business.

g. Not be located within 10 feet of the extension of any building entranceway, doorway, or emergency egress or as otherwise established by the Park City Fire District and Fire Marshal.

h. Not generate traffic in a volume that creates a need for parking greater than that which can be accommodated on the Site consistent with the underlying parking requirements or which is inconsistent with the normal parking usage of the district.

B. Food Trucks, Food Carts, and Ice Cream Trucks.

A Food Truck Location includes a potential location for a Food Truck, Food Cart, or Ice Cream Truck. A Property Owner may apply for a Food Truck Location where a Food Truck Location is an Allowed Use in the Zoning District. A Food Truck Location must comply with the following. A Food Truck, Food Cart, or Ice Cream Truck may only operate on a Property that has received an approval letter for that Property.

1. **Food Truck Location.** Upon request from the Property Owner, and found in compliance with the below criteria, the Planning Director or designee may issue an Administrative Approval Letter for the location of a Food Truck, Food Cart, or Ice Cream Trucks, where the business may park and

sell food or beverages for immediate consumption. The Food Truck Location must:

a. Not occupy code required parking areas.

b. Not impede safe movement of vehicular and pedestrian traffic, snow removal, parking lot circulation, or access to any public alley, access easement, sidewalk, or pathway.

c. Be on a hard-surfaced area.

d. Not create a space for outdoor seating.

2. Requirements. A Food Truck, Food Cart, or Ice Cream Truck must:

a. Not have a drive-through.

b. Not operate later than 10:00 p.m.

c. Not have amplified music or noise that is produced in a way that violates the City Noise Ordinance, found in PCMC Chapter 6-3.

d. Affix signs and lighting to the Food Truck, Food Cart, or Ice Cream Truck. No other signs or lighting are allowed.

e. Provide a way to dispose of, or take off-site, any waste or materials related to the business.

f. Comply with the Zoning District regulations.

g. Not be located within 10 feet of the extension of any building entranceway, doorway, or emergency egress or as otherwise established by the Park City Fire District and Fire Marshal.

h. Not generate traffic in a volume that creates a need for parking greater than that which can be accommodated on the Site

consistent with the parking requirements or which is inconsistent with the normal parking usage of the district.

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15-6-5 Master Planned Development Requirements

All Master Planned Developments shall contain the following minimum requirements. Many of the requirements and standards will have to be increased in order for the Planning Commission to make the necessary findings to approve the Master Planned Development.

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~~K. CHILD CARE. A Site designated and planned for a Child Care Center may be required for all new Single Family Dwellings and Multi-Family Dwellings within a Master Planned Development if the Planning Commission determines that the project will create additional demands for Child Care. The Applicant shall provide information to the Planning Commission regarding whether the Master Planned Development will create additional demands for Child Care.~~

K. **MINE HAZARDS.** All Master Planned Development Applications shall include a map and list of all known Physical Mine Hazards on the Property and a Physical Mine Hazard mitigation plan.

L. **HISTORIC MINE WASTE MITIGATION.** An Applicant for a Master Planned Development with Property that is located within the Park City Soils Ordinance Boundary shall submit a soil remediation mitigation plan and shall indicate areas

of hazardous soils and proposed methods of remediation and/or removal subject to the requirements and regulations of the Municipal Code of Park City Chapter 11-15.

M. **GENERAL PLAN REVIEW.** The Planning Commission shall review Master Planned Developments for consistency with the goals and objectives of the General Plan; however such review for consistency shall not alone be binding.

N. **HISTORIC SITES.** All Master Planned Development Applicants shall submit a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report prepared by a Qualified Historic Preservation Professional.

O. **LAND MANAGEMENT CODE REVIEW.** All Master Planned Development Applications shall be reviewed in accordance with the Land Management Code, including:

1. the underlying Zoning District requirements in Chapter 15-2;
2. relevant Overlay Zoning requirements in Chapter 15-2;
3. Chapter 15-3, Off-Street Parking;
4. Chapter 15-4, Supplementary Regulations;
5. Chapter 15-5, Architectural Review;
6. Chapters 15-7.1, 15-7.2, 15-7.3, and 15-7.4, Subdivision Provisions;
7. Chapters 15-11 and 15-13 for Master Planned Developments located in a Historic Zoning District;

8. any other relevant provisions of the Land Management Code.

P. **DESIGN GUIDELINES.** The Planning Commission may require Design Guidelines for Master Planned Developments, including regulation of building design elements for Single-Family Dwellings and/or Duplex Dwellings, that specify:

1. Exterior cladding material;

2. Style, dimensions, and materials of a roof structure, roof pitch, and porch;

3. Exterior nonstructural architectural ornamentation;

4. Location, design, placement, and architectural styling of windows and doors; and

5. Location, design, placement, and architectural styling of a garage door.

Q. **RADON MITIGATION:** New residential spaces constructed in Affordable Master Planned Developments shall include the installation of a basic radon remediation system that allows for the installation of a radon remediation air handler if or when radon mitigation is required for the space in accordance with residential building codes.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 04-08 on 3/4/2004

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 10-14 on 4/15/2010

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 11-12 on 3/31/2011

Amended by Ord. 13-23 on 7/11/2013

Amended by Ord. 15-36 on 6/25/2015

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-46 on 8/17/2017

Amended by Ord. 2020-09 on 1/30/2020

Amended by Ord. 2020-45 on 10/1/2020

Amended by Ord. 2022-16 on 5/26/2022

. . . .

15-6.1-11 Site Planning

An Affordable Master Planned Development shall be designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The Development should be designed to fit the Site, not the Site modified to fit the project. The Applicant shall address the following in the Site planning:

. . . .

~~K. [CHILD CARE. A Site designated and planned for a Child Care Center may be required for an Affordable Master Planned Development if the Planning Commission determines that the project will create additional demands for Child Care.]~~

K. **MINE HAZARDS.** Applications shall include a map and list of all known Physical Mine Hazards on the Property and a Physical Mine Hazard mitigation plan.

L. **HISTORIC MINE WASTE MITIGATION.** An Applicant for an Affordable Master Planned Development with Property that is located within the Park City Soils Ordinance Boundary shall submit a soil remediation mitigation plan and shall indicate areas of hazardous soils and proposed methods of remediation and/or removal subject to the requirements and regulations of the Municipal Code of Park City Chapter 11-15.

M. **GENERAL PLAN REVIEW.** The Planning Commission shall review Affordable Master Planned Developments for consistency with the goals and objectives of the General Plan; however such review for consistency shall not alone be binding.

N. **HISTORIC SITES.** Applicants shall submit a map and inventory of Historic Structures and Sites on the Property and a Historic Structures Report prepared by a Qualified Historic Preservation Professional.

O. **DESIGN GUIDELINES.** The Planning Commission may require Design Guidelines for Affordable Master Planned Developments, including regulation of building design elements for Single-Family Dwellings and/or Duplex Dwellings, that specify:

1. Exterior cladding material;

2. Style, dimensions, and materials of a roof structure, roof pitch, and porch;

3. Exterior nonstructural architectural ornamentation;

4. Location, design, placement, and architectural styling of windows and doors; and

5. Location, design, placement, and architectural styling of a garage door.

P. **RADON MITIGATION:** New residential spaces constructed in Affordable Master Planned Developments shall include the installation of a basic radon remediation system that allows for the installation of a radon remediation air handler if or when radon mitigation is required for the space in accordance with residential building codes.

HISTORY

Adopted by Ord. 2021-10 on 2/25/2021

Amended by Ord. 2022-16 on 5/26/2022

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15-7-2 Purpose

The purpose of the Subdivision regulations is:

A. To protect and provide for the public health, safety, and general welfare of Park City.

B. To guide the future growth and Development of Park City, in accordance with the General Plan.

C. To provide for adequate light, air, and privacy, to secure safety from fire, flood, landslides and other geologic hazards, mine subsidence, mine tunnels, shafts, adits and dump Areas, and other danger, and to prevent overcrowding of the land and undue congestion of population.

D. To protect the character and the social and economic stability of all parts of Park City and to encourage the orderly and beneficial Development of all parts of the municipality.

E. To protect and conserve the value of land throughout the municipality and the value of Buildings and improvements upon the land, and to minimize the conflicts among the Uses of land and Buildings.

F. To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation, and other public requirements and facilities.

G. To provide the most beneficial relationship between the Uses of land and Buildings and the circulation of traffic, throughout the municipality, having particular regard to the avoidance of congestion in the Streets and highways, and the pedestrian traffic movements appropriate to the various Uses of land and Buildings, and to provide for the proper location and width of Streets and Building lines.

H. To establish reasonable standards of design and procedures for Subdivisions, Re-subdivisions, and Boundary Adjustments [~~Lot Line Adjustments~~], in order to further the orderly layout and Use of land; and to insure proper legal descriptions and monumenting of subdivided land.

I. To [~~insure~~] ensure that public facilities are available and will have a sufficient capacity to serve the proposed Subdivision, Re-subdivision, or Boundary Adjustments [~~Lot Line Adjustments~~],

J. To prevent the pollution or degradation of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; to minimize Site disturbance, removal of native vegetation, and soil erosion; and to encourage the wise Use and management of natural resources throughout the municipality in order to preserve the integrity, stability, and beauty of the community and the value of the land,

K. To preserve the natural beauty and topography of Park City and to insure appropriate Development with regard to these natural features, and

L. To provide for open spaces through the most efficient design and layout of the land, including the Use of flexible Density or cluster-type zoning in providing for minimum width and Area of Lots, while preserving the Density of land as established in the Land Management Code of Park City.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

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15-7-4 Authority

A. By authority of ordinance of the City Council of Park City, hereinafter referred to as "City Council", adopted pursuant to the powers and jurisdictions vested through Title 10, Chapters 3 and 9a, and Title 17, Chapter 27a of the Utah Code, as amended, and other applicable laws, statutes, ordinances, and regulations of the State of Utah, the City Council hereby delegates the power and authority to review, approve, and disapprove plats for subdividing land within the corporate limits of Park City which show Lots, blocks, or Sites with or without new Streets or highways to the Planning Commission.

B. By the same authority, the Planning Commission does hereby exercise the power and authority to pass and approve Development in Subdivisions, Re-subdivisions, Boundary Adjustments [~~Lot Line Adjustments~~] of land already recorded in the office of the County Recorder if such are entirely or partially undeveloped.

C. The plat, Subdivision, Re-subdivision or Boundary Adjustments [~~Lot Line Adjustments~~]shall be considered to be void if:

1. the plat, Subdivision, Re-subdivision, or Boundary Adjustments [~~Lot Line Adjustments~~] has been recorded with the County Recorder's office without a prior approval by the Planning Commission, or in the case of a [~~Lot Line Adjustment~~] Simple Boundary Adjustment, its designated responsible official, or

2. the plat, Subdivision, Re-subdivision, or Boundary Adjustments [~~Lot Line Adjustments~~] has been approved by the Planning Commission where the approval has been granted more than three (3) years prior to granting a Building permit, on the partially or entirely undeveloped land and the zoning regulations,

either bulk or Use, for the district in which the Subdivision is located, have been changed subsequent to the original final plat, Subdivision, Re-subdivision, or Boundary Adjustments [~~Lot Line Adjustments~~] approval.

D. A Transfer of land pursuant to a void plat is voidable.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2023-49 on 10/26/2023

. . . .

15-7-10 Enforcement

It shall be the duty of the Planning Director to enforce these regulations and to bring to the attention of the City Attorney any violations or lack of compliance herewith.

A. No Owner, or Agent of the Owner, of any Parcel of land located in a proposed Subdivision, shall Transfer or sell any such Parcel before a plat of such Subdivision has been approved by the Planning Commission in accordance with the provisions of these regulations, and filed with the County Recorder.

B. The Subdivision of any Lot or any Parcel of land, by the Use of metes and bounds description for the purpose of sale, Transfer, or lease with the intent of evading these regulations, shall not be permitted. However, the City may approve metes and bounds descriptions for purposes of Boundary Adjustments [~~Lot Line Adjustments~~], resolving conflicting boundary descriptions, and the recombination of historically platted Properties located within either the Park City/Millsite or Snyder's Addition surveys. All such

described Subdivisions shall be subject to all of the requirements contained in these regulations.

C. No Building Permit shall be issued for the construction of any Building or Structure located on a Lot or plat subdivided or sold in violation of the provisions of these regulations.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 2023-49 on 10/26/2023

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15-7.1-1 Jurisdiction

These Subdivision regulations shall apply to all Subdivisions or Re-subdivisions of land, and to Simple Boundary Adjustments [~~Lot Line Adjustments~~], as defined herein, located within the corporate limits of Park City.

Whenever any Subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any permit for the erection of a Structure in such proposed Subdivision shall be granted, the subdividing Owner, or his authorized Agent, shall apply for and secure approval of such proposed Subdivision in accordance with the following procedure.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

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15-7.1-3 Classification Of Subdivision

A. **SUBDIVISION**. At its discretion, the Planning Commission may waive one or more of the steps in the approval process by allowing the Applicant and/or Developer to combine the requirements of the Preliminary Plat and final Subdivision Plat into a single submittal.

1. **MINOR SUBDIVISION**. A Subdivision containing not more than three (3) Lots fronting on an existing Street, not involving any new Street or road, or the extension of municipal facilities, or the creation of public improvements.
    a. Final Plat. A Final Plat shall be approved in accordance with these regulations.
2. **MAJOR SUBDIVISION**. A Subdivision of land into four (4) or more Lots, or any size Subdivision requiring any new Street.
    a. Preliminary Plat. A Preliminary Plat may be approved in accordance with these regulations.
    b. Final Plat. A Final Plat shall be approved in accordance with these regulations.

B. **PLAT AMENDMENT**. The combining of existing subdivided Lots into one or more Lots, any recombination of historically platted Properties located within either the Park City/Millsite or Snyder's Addition surveys, Full Boundary Adjustments, or the amendment of plat notes or other platted elements including but not limited to easements, limits of disturbance boundaries or areas, building pads, and house size limitations. Plat Amendments shall be reviewed according to the requirements of Section 15-7.1-6 Final Subdivision Plat and approval shall require a finding of Good Cause and a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.

C. **CONDOMINIUM**.

1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.

D. **Simple Boundary Adjustments [~~Lot Line Adjustments~~].** The relocation of the Property boundary line between two adjoining Lots.

1. **FINAL PLAT**. A Final Plat shall be approved in accordance with these regulations.

HISTORY

Adopted by Ord. 01-17 on 5/17/2001

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-24 on 5/31/2018

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15-7.1-6 Final Subdivision Plat

A. **APPLICATION PROCEDURE AND REQUIREMENTS**. Following approval of the Preliminary Plat, if necessary, the Applicant shall file with the Planning Department an Application for approval of a final Subdivision Plat. The Application shall:

1. Be made on forms available at the Planning Department and determined complete. A complete Application shall include all elements of the Subdivision and shall produce all information required by the Subdivision Application.

2. Include all contiguous holdings of the Owner, unless specifically waived by the Planning Department and Planning Commission, including land in the "same ownership," as defined herein, with an indication of the portion

which is proposed to be subdivided, accompanied by an affidavit of ownership, which shall include the dates the respective holdings of land were acquired, together with the book and page of each conveyance to the present Owner as recorded in the County Recorder's office. The affidavit shall advise as to the legal Owner of the Property, the contract Owner of the Property, the date a contract of sale was executed, and, if any corporations are involved, a copy of the resolution legally empowering the Applicant to make the Application.

3. Include the entire Subdivision, or section thereof, which derives access from an existing state, county or local government highway.

B. **REVIEW OF FINAL SUBDIVISION PLAT**. The Planning Department staff shall schedule the Final Plat Application for review by the Development Review Committee, including officials or agencies of the local government, adjoining counties or municipalities, school and special districts, and other official bodies as it deems necessary or as mandated by law, including any review required by metropolitan, regional, or state bodies under applicable state or federal law.

The Planning Department shall request that all officials and agencies, to whom a request for review has been made, submit their report to the Staff. The Staff will consider all the reports submitted by the officials and agencies concerning the Final Subdivision Plat and shall submit a report for proposed action to the Planning Commission.

Once an Application is received, the Staff will work diligently to review the Application, as quickly as time and workload allows. The scale or complexity of a project or Staff workload may necessitate a longer processing period. In such cases the Staff will notify the Applicant when an Application is filed as to the projected time frame.

C. **PLANNING COMMISSION REVIEW OF FINAL SUBDIVISION PLAT**. The Planning Commission shall review the Final Subdivision Plat and the report of the Staff, taking into consideration requirements of the Land Management Code, the General Plan, and any Master Plan, site plan, or Sensitive Lands Analysis approved or pending on the Property. Particular attention will be given to the arrangement, location and width of Streets and their relation to sewerage disposal, drainage, erosion, topography and natural features of the Property, location of Physical Mine Hazards and Geologic Hazards, Lot sizes and arrangement, the further Development of adjoining lands as yet un-subdivided, requirements of the Preliminary Plat (if a Preliminary Plat was required), and requirements of the Official Zoning Map and Streets Master Plan, as adopted by the Planning Commission and City Council.

The Planning Commission shall make a finding as to Good Cause prior to taking Final Action.

1. The Planning Commission shall give notice pursuant to Section 15-1-12 and hold a public hearing on the proposed final Subdivision Plat before taking Final Action.

2. After considering the final Subdivision Plat, the Planning Commission shall take Final Action and set forth in detail any conditions to which the approval is subject, or the reasons for disapproval.

3. In the Final Action the Planning Commission shall stipulate the period of time when the Final Plat shall be recorded and when the performance Guarantee shall be filed or the required improvements installed, whichever is applicable. Provided, however, that no plats will be approved or released for recording until necessary Guarantees have been established in accordance with the Land Management Code. In no event shall the period of time stipulated by the Planning Commission for completion of required improvements exceed two (2) years from the date of the Final Action.

4. Extension of Approval. Applicants may request time extensions of the Planning Commission approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The Planning Director may grant an extension to the expiration date when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for a Final Plat in Section 15-1-12.

D. **SUBMISSION AND REVIEW**. Subsequent to the approval of the Planning Commission, one

1. paper copy of the construction plans, and one copy of the original Subdivision Plat on paper shall be submitted to the Planning Department for final review. No final approval shall be endorsed on the plat until the staff's review has indicated that all requirements of the approval have been met.

E. **VESTED RIGHTS**. Vesting for purposes of zoning occurs upon the filing of a complete Application provided, however, that no vested rights shall accrue to any plat by reason of preliminary or final approval until the actual signing of the plat by the Planning Commission Chair and the Mayor of Park City. All requirements, conditions, or regulations adopted by the Planning Commission applicable to the Subdivision or to all Subdivisions generally shall be deemed a condition for any Subdivision prior to the time of the signing of the Final Plat by the Planning Commission Chair and Mayor. Where the Planning Commission has required the installation of improvements prior to signing of the Final Plat, the Planning Commission shall not unreasonably modify the conditions set forth in the final approval.

F. **Simple Boundary Adjustments [~~Lot Line Adjustments~~]**. The Planning Director may approve a Simple Boundary Adjustments [~~Lot Line Adjustments~~] between two (2) Lots without a plat amendment, within the corporate limits of Park City, if:

1. the Owners of both Lots demonstrate, to the satisfaction of the Planning Director that:

   a. no new developable Lot or unit results from the Simple Boundary Adjustments [~~Lot Line Adjustments~~];

   b. all Owners of Property contiguous to the adjusted Lot(s) or to Lots owned by the Applicant(s) which are contiguous to the adjusted Lot(s), including those separated by a public Right-of-Way, consent to the Simple Boundary Adjustments [~~Lot Line Adjustments~~];

   c. the Simple Boundary Adjustments [~~Lot Line Adjustments~~]does not result in remnant land;

   d. the Simple Boundary Adjustments [~~Lot Line Adjustments~~], and resulting Lots comply with LMC Section 15-7.3 and are compatible with existing lot sizes in the immediate neighborhood;

   e. the Simple Boundary Adjustments [~~Lot Line Adjustments~~]does not result in violation of applicable zoning requirements;

   f. neither of the original Lots were previously adjusted under this section;

   g. written notice was mailed to all Owners of Property within three hundred feet (300') and neither any Person nor the public will be materially harmed by the adjustment; and

h. the City Engineer and Planning Director authorizes the execution and recording of an appropriate deed and Plat, to reflect that the City has approved the Simple Boundary Adjustments [~~Lot Line Adjustments~~].

i. Extension of Approval. Applicants may request time extensions of the Lot Line Adjustment approval by submitting a request in writing to the Planning Department prior to expiration of the approval. The Planning Director shall review all requests for time extensions of Simple Boundary Adjustments [~~Lot Line Adjustments~~]and may grant a one year extension.

Extension requests may be granted when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change in circumstance includes physical changes to the Property or surroundings. Notice shall be provided consistent with the requirements for Simple Boundary Adjustments [~~Lot Line Adjustments~~] in Section 15-1-12.

2. If, based upon non-compliance with Subsection (1), the Planning Director denies the Simple Boundary Adjustments [~~Lot Line Adjustments~~], the Director shall inform the Applicant(s) in writing of the reasons for denial, of

the right to appeal the decision to the Planning Commission, and of the right to file a formal plat amendment Application.

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15-7.5-3 Definitions

As used in this Chapter:

A. “Review Cycle” means the occurrence of:

1. the Owner, Applicant and/or Developer or their Agent submittal of a complete Application for Subdivision to the Planning Department;
2. the Planning Department’s review of that Application for Subdivision;
3. the Planning Department’s response to that Application for Subdivision, in accordance with this Chapter; and
4. the Applicant’s reply to the Planning Department’s response that addresses each of the Planning Department’s required modifications or requests for additional information.

B. "Subdivision Improvement Plans" means the civil engineering plans associated with required infrastructure improvements and municipally controlled utilities required for a Subdivision.

C. "Subdivision Review" means preliminary Subdivision review by the Planning Commission and final Subdivision review by the Planning [~~Department~~] Director to verify that a Subdivision Application meets the criteria of the Municipal Code of Park City and all other applicable standards and inspection specifications for infrastructure improvements.

D. "Subdivision Plan Review" means a review of the applicant's Subdivision Improvement Plans and other aspects of the Subdivision Application to verify that the Application complies with the Municipal Code of Park City and applicable standards and specifications.

15-7.5-4 Preliminary Subdivision Review

A. **Preliminary Subdivision Applications.** All Subdivisions subject to this Section shall file a Preliminary Subdivision Application and a Subdivision Improvement Plan. The Application requirements for Preliminary Subdivision and the Subdivision Improvement Plan shall be published on the City's website and available at the City Planning Office, and at a minimum shall include:

1. the application;
2. the owner's affidavit;
3. an electronic copy of all plans in PDF format;
4. the preliminary subdivision plat drawings; and
5. a breakdown of fees due upon approval of the application.

B. ~~A.~~**Pre-Application Meeting**. A pre-application meeting is not required for Subdivision Applications subject to this Chapter. If a pre-application meeting is requested for a Subdivision Application subject to this Chapter, the City shall, within 15 business days after the request, schedule the meeting to review the concept plan and provide initial feedback.

1. The Planning Department staff shall provide at the pre-application meeting or have available on the municipal website the following:
    a. copies of applicable land use regulations;

b. a complete list of standards required for the project;

c. preliminary and final application checklists; and

d. feedback on the concept plan.

C. ~~B.~~**Preliminary Subdivision Review**. No later than 15 business days after the day on which an applicant submits a complete preliminary Application for a Subdivision subject to this Chapter, the Planning Department shall complete the initial review of the application, including Subdivision Improvement Plans.

D. ~~C.~~**Planning Commission Review**. The Planning Commission shall hold no more than one public hearing for a preliminary Subdivision review. Notice shall be provided in accordance with Section 15-1-12.

E. ~~D.~~ **Approval**. If a preliminary Subdivision complies with the applicable Municipal Code of Park City regulations and all other applicable standards and specifications, the Planning Commission shall approve the preliminary Subdivision.

15-7.5-5 Final Subdivision Review

A. **Final Subdivision Application.** The Final Subdivision Application and materials shall be published on the City's website and available at the City Planning Office. The previously approved Subdivision Improvement Plan shall be forwarded with the Application but is not subject to another review.

B. ~~A.~~**Public Hearing**. Planning Director or designee staff shall conduct a public hearing for final Subdivision review. Notice shall be provided in accordance with Section 15-1-12.

C. ~~B.~~**Final Subdivision Review**. No later than 20 business days after the day on which an Applicant submits a proposed final Subdivision, the Planning Director shall complete

a review of the applicant's final Subdivision subject to this Chapter, including all Subdivision Plan Reviews.

D. ~~C.~~**Approval.** The Planning Director or designee shall approve a final Subdivision if the final Subdivision complies with the Planning Commission's preliminary Subdivision approval, applicable Municipal Code of Park City regulations, and all other applicable standards and specifications.

15-7.5-6 Review Cycles

A. After reviewing the Application for Subdivision, the Planning Department may require:

1. additional information relating to an Applicant's plans to ensure compliance with the Municipal Code of Park City and approved standards and specifications for construction of public improvements; and
2. modification to plans that do not meet current ordinances, applicable standards or specifications, or do not contain complete information.

B. The Planning Department's request for additional information or modifications to subdivision improvement plans under (A)(1) and (2) shall be specific and include citations to regulations, standards, or specifications that require the modifications to plans, and shall be logged in an index of requested modifications or additions.

C. Unless the change or correction is necessitated by the Applicant's adjustment to a subdivision improvement plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced in a municipality's plan review is waived, except if the modifications or corrections are necessary to protect public health and safety or to enforce state or federal law.

D. If an Applicant makes a material change to a plan set, the Planning Director has the discretion to restart the review process at the first review of the final application, but only with respect to the portion of the plan set that the material change substantively effects.

If an Applicant does not submit a revised subdivision improvement plan within 20 business days after the Planning Department requires a modification or correction, the City shall have an additional 20 business days to respond to the plans.

E. After the Applicant has responded to the final review cycle, and the Applicant has complied with each modification requested in the City's previous review cycle, the City may not require additional revisions if the Applicant has not materially changed the subdivision improvement plan, other than changes that were in response to requested modifications or corrections.

F. Utah Code Section 10-9a-604.2(8)(c) limits Review Cycles to no more than four for a subdivision improvement plan review.

G. The Review Cycle restrictions and requirements of this Chapter do not apply to review of Subdivision Applications affecting property within identified geological hazard areas.

. . . .

15-7.5-8 Appeal

A. If, on the fourth or final Review Cycle, the Planning Director fails to respond within 20 business days, the City shall, upon the request of the property owner, and within 10 business days after the day on which the request is received, for a dispute arising from the Subdivision review, advise the applicant, in writing, of the deficiency in the Application and of the right to appeal the determination to the Planning Commission.

B. If, on the fourth or final review, the Planning Commission fails to respond within 20 business days, the Planning Commission shall, upon request of the property owner, and within 10 business days after the day on which the request is received:

1. For a dispute arising from the subdivision improvement plans, assemble an appeal panel in accordance with Subsection 10-9a-508(5)(d) et seq. of the Utah Code to review and approve or deny the final revised set of plans. Unless otherwise agreed by the applicant and the municipality, the panel shall consist of the following three experts:
    a. One licensed engineer, designated by the City;
    b. One licensed engineer, designated by the land use applicant; and
    c. One licensed engineer, agreed upon and designated by the two designated engineers as appointed above.
2. A member of the panel assembled by the Planning Commission under Subsection (B)(1) may not have an interest in the application that is the subject of the appeal.
3. The land use applicant shall pay:
    a. 50% of the cost of the panel; and
    b. The City's published appeal fee.
4. For a dispute arising from the subdivision ordinance review, advise the applicant, in writing, of the deficiency in the application and of the right to appeal the determination to a designated appeal authority.

15-11-16 Additional Duties

In addition to the powers set forth in Section 15-11-5, the HPB may, at the direction of the City Council:

A. Participate in the design review of any City-owned projects located within the designated Historic District or [~~are~~] structures on the Historic Sites Inventory.

B. Recommend to the City Council the purchase of interests in Property for purposes of preserving the City's cultural resources.

C. Recommend to the Planning Commission and the City Council zoning boundary changes for the district to preserve the historical integrity of the Area. Subdivision, Conditional Uses, and Master Planned Development Applications must continue to be acted upon by the Planning Commission.

D. Provide advice and guidance on request of the Property Owner or occupant on the construction, restoration, alteration, decoration, landscaping, or maintenance of any cultural resource, Historic Site, and Property within the Historic District, or neighboring Property which are structures on the Historic Sites Inventory or are within a two (2) block radius of the Historic District.

E. Appoint members to serve on an Advisory Committee to create a Master List of Non-Historic Materials and Finishes that may be used on non-historic Structures and additions to Historic Structures in the Historic Districts. Regularly review and periodically update the Master List of Non-Historic Materials and Finishes.

HISTORY

Adopted by Ord. 02-07 on 5/23/2002

Amended by Ord. 03-34 on 7/10/2003

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 16-15 on 3/24/2016

Amended by Ord. 2022-16 on 5/26/2022

. . . .

15-13-2 Regulations For Historic Residential Sites

A. Universal Regulations

1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features.
2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved.
3. The historic exterior features of a building should be retained and preserved.
4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. Owners are encouraged to reproduce missing historic elements that were original to the building, but have been removed. Physical or photographic evidence should be used to substantiate the reproduction of missing features. In some cases, where there is insufficient evidence to allow for an accurate reconstruction of the lost historic elements, it may be appropriate to reproduce missing historic elements that are consistent with properties of similar design, age, and detailing.
5. Standards for the Treatment of Historic Building Materials pursuant to Section 15-13-6 shall be adhered to.

6. Deteriorated or damaged historic features and elements should be repaired rather than replaced. Where the severity of deterioration or existence of structural or material defects requires replacement, the feature or element should match the original in appearance, dimension, texture, material, and finish. The applicant must demonstrate the severity of deterioration or existence of defects by showing that the historic materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. If deteriorated or damaged beyond repair and significant operational energy savings can be demonstrated through a professionally calculated energy model, historic features may be replaced with energy efficient features that are similar in appearance, dimension, texture, material and finish.
7. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these regulations, such as incompatible windows, aluminum soffits, or iron porch supports or railings, may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these regulations.
8. Each site should be recognized as a physical record of its time, place and use. Owners are discouraged from introducing architectural elements or details that visually modify or alter the original building appearance when no evidence of such elements or details exists.
9. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. Treatments that cause damage to

historic materials should not be used. Treatments that sustain and protect, but do not alter appearance, are encouraged.

10. New construction such as new additions, exterior alterations, repairs, upgrades, etc., should not destroy historic materials, features, and spatial relationships that characterize the historic site or historic building. New construction should be differentiated from the historic structure while also maintaining compatibility with the historic structure in materials, features, size, scale and proportion, and massing to protect the integrity of the historic structure, the historic site, and its environment.
11. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored.
12. New materials shall reflect the character of the Historic District. Sustainable technology is constantly changing, resulting in new alternative materials. New alternative materials and non-historic materials may be used on additions pursuant to the Master List of Non-Historic Materials and Finishes on file with the Planning Department. New, alternative or non-historic materials are evaluated by the following characteristics: Longevity (50 year lifespan), energy performance, durability in this climate, fire resistance, environmental benefit and impact (high recycled content, locally sourced, life cycle impact, or cradle to grave impact), and compatibility with the character of the Historic District.

B. Specific Regulations

. . . .

4. Additions to Primary Structures

. . . .

c. General Compatibility

. . . .

(6) Building Components and materials used on additions shall be similar in scale and size to those found on the historic building. Non-historic Materials approved in the Master List of Non-Historic Materials and Finishes on file with the Planning Department may be used on additions.

. . . .

15-13-7 Additional Regulations

A. **ADA in New Residential and Commercial Infill Buildings**

The Americans with Disabilities Act requires places of public accommodation to provide access to their services and programs. In the case of historic buildings, the goal is to achieve the highest level of accessibility with the lowest impact on the historic structure.

1. Barrier-free access shall be provided that promotes independence for the disabled to the highest degree practicable, while preserving the character-defining features of historic buildings.
2. Whenever possible, the appearance of accessibility ramps or elevators shall not significantly detract from the historic character of the building. New or additional means of access shall be compatible with the historic building and

its setting.

3. Ramps or other accessibility-related installations shall be single in design and as unobtrusive as possible. They shall be constructed of concrete or wood and painted in colors similar to that of the Historic Building.
4. Historic doors that do not conform to building and/or accessibility codes should be rehabilitated to conform.

B. **Seismic Upgrades**

1. The visual impact of exterior treatments associated with seismic upgrades shall be minimized so that it has the least impact on the historic building's historic integrity. Significant architectural features on the exterior of the building shall remain unchanged on facades and secondary elevations visible from the primary public right-of-way.
2. Building materials used in seismic retrofitting shall be located on the interior and/or placed where they do not obscure significant architectural features.

C. **Radon Mitigation**

1. As a Condition of Approval for additions or remodels to buildings in Historic Districts and at Historic Sites, the Planning Director shall require the installation of a basic radon remediation system that allows for the installation of a radon remediation air handler if or when radon mitigation is required for the space in accordance with residential building codes.

HISTORY

Adopted by Ord. 2019-06 on 5/16/2019

15-13-8 Regulations For New Residential Infill Construction (and Non-Historic Residential Sites) In Historic Districts

A. Universal Regulations

. . . .

11. New materials should reflect the character of the Historic District. Sustainable technology is constantly changing resulting in new alternative materials. New alternative materials ~~[may be reviewed by]~~ and non-historic materials may be used for new infill residential, pursuant to the Master List of Non-Historic Materials and Finishes on file with the Planning Department. [~~the Design Review Team for compliance being~~] New, alternative or non-historic materials are evaluated by [~~judged on~~] the following characteristics: Longevity (50 year lifespan), energy performance, durability in this climate, Fire Resistance, environmental benefit and impact (high recycled content, locally sourced, life cycle impact, or cradle to grave impact), and compatibility with the character of the Historic District.

B. Specific Regulations

. . .

4. Materials

. . .

d. New, non-historic building Materials such as various types of metal and synthetic building materials, such as fiber cement or [~~plastic-wood~~] composite siding, shingles, and trim may be considered if approved in the Master List of Non-Historic Materials and Finishes on file with the Planning

Department. [~~shall not be used unless the materials are made of a minimum of 50% recycled and/or reclaimed material and the applicant can demonstrate that use of the materials will not diminish the historic character of the Streetscape or character area by providing a sample of the material to the Planning Department for approval].~~ Vinyl and aluminum siding are prohibited [~~not appropriate~~] in the Historic District, unless otherwise specified in the Master List of Non-Historic Materials and Finishes.

e. [~~If~~] Non-historic materials (approved on the Master List of Materials and Finishes) [~~are proposed, the synthetic material~~] shall have a similar appearance and profile to historic siding and trim materials. Synthetic materials shall be applied as traditional materials were historically; it is not appropriate to introduce artificial patterns.

4. Paint and Color

i. Paint color is not regulated by the Regulations.

~~ii.~~ Original materials such as brick and stone that [~~was~~] were historically left unpainted shall not be painted. [~~Materials, such as wood, that are traditionally painted shall have an opaque rather than transparent finish].~~

iii. Wood siding that is not painted, shall be finished with a durable stain or treatment that complements and does not distract from adjacent Historic Structures or the character area. Refer to the Master List of Non-Historic Materials and Finishes on file with the

Planning Department for wood finishes and treatments that are compatible with the Historic Districts.

iv. Rustic, unfinished wood siding is generally not appropriate on primary Structures [~~houses~~] but may be appropriate on accessory structures or additions to historic buildings. A transparent or translucent weather-protective finish shall be applied to wood surfaces that were not historically painted.

v. Low-VOC (volatile organic compound) paints and finishes should be used when possible.

. . . .

HISTORY

Adopted by Ord. 2019-06 on 5/16/2019

Amended by Ord. 2024-05 *on 2/15/2024*

. . . .

15-15-1 Definitions

BOUNDARY ADJUSTMENT. As defined in Utah Code Section 10-9a-103.

. . . .

CHILD CARE. The provision, day or night, of supplemental parental care, instruction and supervision for a non-related child or children, on a regular basis, and for less than 24 hours a day.

The term does not include babysitting services on a casual, non-recurring nature or in

the child's own home nor cooperative, reciprocate Child Care by a group of parents in their respective domiciles.

1. **Child Care, In-Home Babysitting**. The provision of Child Care for ~~[four (4)]~~ eight (8) or fewer children within a dwelling and within commercial Buildings outside of residential Zoning Districts.

~~2. **[Child Care, Family**. The provision of Child Care for up to eight (8) children, including the provider's children who are under the age of eighteen (18), within the provider's primary residence.]~~

2. **Child Care, Family Group**. The provision of Child Care for nine (9) to sixteen (16) children, including the provider's children who are under the age of eighteen (18), within the provider's primary residence or an additional location subject to state licensing requirements.

CHILD CARE CENTER. A Structure or Building, including outside play Areas, used for the provision of Child Care for more than four (4) children for less than twenty four (24) hours per day, meeting all State requirements for Child Care that is not also the primary residence of the care provider.

. . . .

ENCLOSED MOBILE BUSINESS. As defined in Utah Code Section 11-56-102.

ENCLOSED MOBILE BUSINESS LOCATION. Upon request from the Property Owner, found in compliance with LMC § 15-4-24, and approved by the Planning Director or designee, the location where one or more Enclosed Mobile Businesses may park and sell product.

. . . .

FULL BOUNDARY ADJUSTMENT. As defined in Utah Code Section 10-9a-103.

. . . .

FOOD CART. As defined in Utah Code Section 11-56-102.

. . . .

FOOD TRUCK. As defined in Utah Code Section 11-56-102[~~, as amended~~].

FOOD TRUCK LOCATION. [~~The location on either 1) private property; or 2) public property pursuant to a City concession or franchise agreement where one or more Food Trucks may park and sell product for ten (10) hours or more a week. Food Truck Locations may not occupy code required parking area for previously approved Development Activity.~~] Upon request from the Property Owner, found in compliance with Section 15-4-24, and approved by the Planning Director or designee, the location where one or more Food Truck, Food Carts, and Ice Cream Trucks may park and sell food and beverages for immediate consumption.

. . . .

ICE CREAM TRUCK. As defined in Utah Code Section 11-56-102

. . . .

[~~**LOT LINE ADJUSTMENT**. The relocation of the Property Line between two (2) adjoining Lots.~~]

. . . .

LOWEST FLOOR PLANE. The bottom level of a structure, regardless of material (dirt, concrete, etc.) or the lowest point of excavation (excluding footings).

. . . .

MOBILE BUSINESS. As defined in Utah Code Section 11-56-102.

. . . .

RESTAURANT. A Business in which food is prepared and sold for consumption. This does not include Mobile Businesses.

. . . .

SIMPLE BOUNDARY ADJUSTMENT. As defined in Utah Code Section 10-9a-103.

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 02-07 on 5/23/2002

Amended by Ord. 02-38 on 9/12/2002

Amended by Ord. 04-39 on 9/23/2004

Amended by Ord. 05-01 on 1/13/2005

Amended by Ord. 06-86 on 12/21/2006

Amended by Ord. 07-25 on 4/19/2007

Amended by Ord. 07-55 on 8/30/2007

Amended by Ord. 08-07 on 3/13/2008

Amended by Ord. 09-05 on 1/22/2009

Amended by Ord. 09-09 on 2/12/2009

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-14 on 4/9/2009

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 09-40 on 11/5/2009

Amended by Ord. 11-05 on 1/27/2011

Amended by Ord. 11-12 on 3/31/2011

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 14-57 on 11/20/2014

Amended by Ord. 15-53 on 12/17/2015

Amended by Ord. 16-02 on 1/7/2016

Amended by Ord. 16-15 on 3/24/2016

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2016-48 on 10/20/2016

Amended by Ord. 2017-09 on 4/27/2017

Amended by Ord. 2017-29 on 6/15/2017

Amended by Ord. 2017-45 on 8/17/2017

Amended by Ord. 2017-59 on 11/9/2017

Amended by Ord. 2018-24 on 5/31/2018

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-43 on 7/19/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2019-06 on 5/16/2019

Amended by Ord. 2019-30 on 5/30/2019

Amended by Ord. 2019-64 on 12/19/2019

Amended by Ord. 2020-35 on 7/9/2020

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2020-48 on 11/19/2020

Amended by Ord. 2021-05 on 1/21/2021

Amended by Ord. 2021-10 on 2/25/2021

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2021-51 on 12/16/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-15 on 5/26/2022

Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-10 on 3/9/2023

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2023-19 on 4/27/2023

Amended by Ord. 2023-30 on 6/15/2023

Amended by Ord. 2023-53 on 11/16/2023

Amended by Ord. 2024-03 on 2/1/2024

Amended by Ord. 2024-09 on 5/16/2024

Amended by Ord. 2024-11 on 5/23/2024

Amended by Ord. 2024-21 on 12/12/2024

. . . .

15-15-2 List of Defined Terms

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Boundary Adjustment

. . .

~~[Child Care, Family]~~

. . . .

Enclosed Mobile Business

Enclosed Mobile Business Location

. . . .

Food Cart

. . . .

Full Boundary Adjustment

Ice Cream Truck

. . . .

~~[Lot Line Adjustment]~~

Lowest Floor Plane

. . . .

Mobile Business

. . . .

Simple Boundary Adjustment

HISTORY

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2018-24 on 5/31/2018

Amended by Ord. 2018-27 on 5/31/2018

Amended by Ord. 2018-55 on 10/23/2018

Amended by Ord. 2019-06 on 5/16/2019

Amended by Ord. 2019-30 on 5/30/2019

Amended by Ord. 2019-64 on 12/19/2019

Amended by Ord. 2020-35 on 7/9/2020

Amended by Ord. 2020-36 on 7/30/2020

Amended by Ord. 2020-42 on 9/17/2020

Amended by Ord. 2020-48 on 11/19/2020

Amended by Ord. 2021-05 on 1/21/2021

Amended by Ord. 2021-10 on 2/25/2021

Amended by Ord. 2021-38 on 9/23/2021

Amended by Ord. 2022-08 on 4/28/2022

Amended by Ord. 2022-21 on 10/27/2022

Amended by Ord. 2023-10 on 3/9/2023

Amended by Ord. 2023-16 on 4/27/2023

Amended by Ord. 2023-53 on 11/16/2023

Amended by Ord. 2024-03 on 2/1/2024

Amended by Ord. 2024-09 on 5/16/2024

Amended by Ord. 2024-11 on 5/23/2024

Amended by Ord. 2024-21 on 12/12/2024

Planning Commission Staff Report

Subject: Land Use Appeal Authority Review
Author: Margaret Plane and Mark Harrington
Department: City Attorney's Office
Date: April 23, 2025

Recommendation

In response to a recent City Council request, consider this overview of land use appeal authority options which was prompted by a vacancy on the Appeal Panel.

Conduct a public hearing and consider forwarding a positive recommendation on the draft Ordinance, which amends appeal authorities in the Land Management Code (LMC) incorporating the City Council's February 27, 2025 input.

Background

The City Council conducted a work session to review the status of the City's appeal authorities on February 27, 2025. (City Council Packet; Minutes, p. 4-8) Council input is summarized below.

The City currently has three land use appeal authorities[1]: Planning Commission, Appeal Panel, and Board of Adjustment. The Planning Commission hears appeals of Final Action by the Planning Director or Planning Staff; the Appeal Panel hears appeals from Planning Commission decisions including master planned developments, conditional use permits, and plats; and the Board of Adjustment hears appeals of staff-level Historic District Design Review (HDDR), Historic Preservation Board decisions, and staff-level non-complying structure or non-conforming use status.

The City Council created the Appeal Panel in 2023 to handle appeals that previously went to the Council. This City Council action relied on the Planning Commission's review and unanimous recommendation to amend the LMC and establish the three-member Appeal Panel where members serve three-year terms. (Staff Report.) The City Council approved the amendments on July 13, 2023. (Staff Report.) Since the Panel was appointed on February 1, 2024 (City Council Packet, Item II.1; Minutes, p. 5), it has received five appeals and held seven hearings over more than 15 hours.[2]

The Supplemental Memorandum attached to this report focuses on appeals of land use decisions which must go through a local process before going to court. This is often referred to as a requirement to "exhaust administrative remedies." A local appeals process for land use decisions is practical because land use codes cannot anticipate

[1] State law also requires other appeal paths which are not the subject of this report. For example, Building Code appeals go to Board of Appeals (Park City Code § 2-8-14) and geologic hazard decisions are appealed to a panel of experts (Utah Code § 10-9a-703).
[2] See attached summary of Appeal Panel hearings, attached as Exhibit A.

every application of the code to specific properties and applications. Disagreements about how to apply the code to specific land use applications are inevitable and local appeals are meant to be more efficient and closer to the local government than a court process. Accordingly, judicial standards of review for legislative and quasi-judicial appeals are very deferential to the final local decision.

The Supplemental Memorandum outlines the City's current appeal authorities and the options under state law. It then identifies some considerations associated with each option and evaluates how appeal authorities may conduct their review (standard of review) and who may appeal (standing). After considering the overview, the Council addressed the following questions and other considerations.

Feedback from the City Council February 25, 2005 meeting, but the Council made it clear that they are open to additional input from the Planning Commission, Boards, and public hearing process:

- Does the City Council want the Planning Commission to consider changes to LMC 15-1-18, "Appeals and Reconsideration Process?" If so, what specific matters does Council want the Commission to review? Yes- the City Council requested further review by the Planning Commission as detailed below.

- Is the use of multiple appeal authorities working? Is appeal authority appropriately allocated? Does Council want more information on workload if appeals are reallocated? While the Council did not find error on past appeals, a majority of the Council noted that the state's new prohibition (which was pending at the time) on conducting public hearings as part of appeals means that a de novo standard of review no longer made sense. A majority of Council favored an "on the record" review, deferential to the primary land use authority (expertise of the Planning Commission and staff).

- Is the appeal process problematic or a symptom of a different problem (for example, is the issue in the code where it allows for discretion)? Several Council members discussed ensuring that a Hearing Officer couldn't substitute their judgment for the discretionary approvals, such as height, setback or parking exceptions in MPDs. During the discussion, Council members Rubell and Ciraco requested increased prioritization of aligning needed LMC amendments with Council strategies and priorities.

- Should the standard of review be revisited, and does Council which to hear from the boards and those who have appeared before them about how it is working? The majority of Council supported changing from "de novo" to "on the record" standard of review.

- Does the Council want to continue allowing public hearings for appeal authorities? Public hearings arguably have no place in a quasi-judicial appeal. Legislation to prohibit this has been proposed in recent legislative sessions. House Bill 368 (line

4352) proposes to prohibit public hearings for variances and land use appeals. This bill is the omnibus land use bill and likely to pass. If the bill or this section of it fails, should this requirement be removed? It would make hearings more efficient and reset any expectations that public comment should sway decision makers. Conversely, does the Council want to oppose this section of HB 368? HB 368 passed and the City may no longer hold public hearings as part of appeals. This change is included in the Draft Ordinance.

- Does the City Council want the option to hear certain appeals? Currently the Council could call up an appeal to the Appeal Panel—does this call up authority make sense? Does Council want Planning Commission or Staff to consider creative alternatives (yet to be determined)? A majority of the Council favored transitioning the Appeal Panel appeals to a Hearing Officer. However, several Council members desired confirmation that the Hearing Officer could provide the Council with feedback after appeals had concluded, to note LMC issues that could be clarified. Council also discussed the importance of alignment between Council priorities and on-going amendments to the LMC would need to continue to be timely prioritized.

- Questions about the process for approving the appeal authorities' final action, and whether to tighten up the process to avoid delays, have been raised. Would Council like us to return with that discussion or should it be taken up by the Planning Commission? This matter was not discussed in detail. The Draft Ordinance contains some minor clarifications to the process.

- The Council is open to recommendations regarding standing. Input from Commission and Board chairs was mixed. Staff recommends the Planning Commission consider mirroring the state LUDMA standard as outlined in the memo below, but maintaining our local standing to appeal for those owning property within 300 feet. Staff also recommends limiting or removing the appeal right of government officials as redlined.

- Staff recommends that appeal briefing deadlines remain stipulated on a case-by-case basis or as approved by the Hearing Officer, rather than hard-coded in the LMC.

- Next Step: Conduct a public hearing and consider forwarding a positive recommendation to the City Council for consideration on May 15, 2025.

DRAFT ORDINANCE CHANGES TO THE LMC:

- Shift HDDR appeals back to HPB
- Replace the Appeal Panel with a Land Use Hearing Officer
- Change the standard of review from "de novo" to "on the record"; standing match state code
- Confirms City Council Existing Settlement Authority and Incorporates New State Law Re: Consent Decrees

SUPPLEMENTAL MEMORANDUM

OUTLINE

I. CURRENT APPEAL AUTHORITIES
   a. APPEAL AUTHORITY OPTIONS
   b. APPEAL AUTHORITY CONSIDERATIONS
II. STANDARD OF REVIEW
   a. STANDARD OF REVIEW OPTIONS
   b. STANDARD OF REVIEW CONSIDERATIONS
III. STANDING TO APPEAL
   a. STANDING OPTIONS AND CONSIDERATIONS
IV. SETTLEMENT AUTHORITY
V. FEEDBACK FROM BOARD CHAIRS

INTRODUCTION

Land Use appeals are governed by the Municipal Land Use, Development, and Management Act (LUDMA) and Park City's Land Management Code (LMC).[3] Land use appeals are based on either legislative or administrative decisions.

LUDMA calls legislative decisions "land use regulations." (Utah Code § 10-9-103(34).) Appeals of land use regulations are decided in district court and may not be heard by a local appeal authority.

LUDMA calls administrative decisions "land use decisions." (Id. at -103(32).) Any decision that is not legislative is a land use decision. Under state law, appeals of land use decisions must be heard by an internal appeal authority established by the City. A person challenging a land use decision must file a timely appeal with the internal appeal authority before going to court. This Memorandum focuses on land use decisions.

VI. CURRENT APPEAL AUTHORITIES

The City has three land use appeal authorities: Planning Commission, Appeal Panel, and Board of Adjustment. The appeal authorities are established in the LMC, found in Park City Code section 15-1-18. The LMC requires appeal authorities to review factual matters de novo (which means "anew" or "fresh") and to review the land use authority's legal decisions for correctness. The law requires the appeal authority to interpret land use regulations to favor a land use application unless the regulation plainly restricts the land use application. More about these standards is in section II below.

The Appeal Panel is the newest authority, and it was created by the City Council to shift appeals away from the legislative body for several reasons. Over the last 20 years, the Utah Legislature has changed the Municipal Land Use, Development, and Management

[3] Utah Code Title 10, Chapter 9a; Park City Code Title 15.

Act (LUDMA) to facilitate municipalities moving away from legislative bodies as appeal authorities. (Utah Code §§ 10-9a-701 to -708.) LUDMA was also amended in part to decrease the risk of due process violations and improper ex parte communications as a basis to challenge appeal decisions by legislative bodies. Other reasons cited for the shift included the incompatibility of legislative and quasi-judicial decisions and the growing complexity of the issues. The panel is represented by outside counsel.

When the Appeal Panel was created in 2023, the Planning Commission and City Council also considered whether to appoint an individual or a professional hearing officer instead of adopting a panel, and whether to shift all appeals to the Board of Adjustment (BOA). Both avenues are common in many Utah cities and towns. Ultimately, the Planning Commission recommended a panel over an individual officer. By removing itself as the appeal authority, the Council gave itself more leeway to engage with the public, for example in neighborhood meetings and other discussions about land use applications. It also allowed direct negotiations and eliminated the risk of accusations of bias or pre-determinations if the Council had to hear an appeal. The Council unanimously approved the recommendation.[4] No changes were made to the BOA, although two City Council members asked about shifting appeals to the BOA or shifting BOA appeals to the new Panel.

a. APPEAL AUTHORITY OPTIONS

LUDMA allows cities to adopt more than one appeal authority. The options include:

- Legislative Body.[5]
- Board of Adjustment.
- Individual hearing officer or administrative law judge.[6]
- Other appeal authority (appeal board or panel).

[4] When considering the appeal process for Treasure Hill, an appeal panel was recommended rather than a hearing officer because of concerns that one individual would be the last decision maker before district court on such a large project (Ordinance No. 10-15; Council Meeting Minutes, April 1, 2010, p. 2).

[5] Very few jurisdictions ever used their legislative bodies as land use appeal authorities on administrative appeals—Boards of Adjustment were the standard choice. An exception was those employing older forms of government, such as three-member County Commissions where individual commissioners exercised executive, administrative, and legislative authority. Utah Code §§ 10-9a-707(5)(b) also allows the Council and appealing party to agree to allow a third party to hear the appeal.

[6] Another individual could be appointed. For example, some counties have used the county manager as the appeal authority.

Here are Park City's appeal authorities and the types of appeals they hear, with proposed changes in redline:

Appeal Authority	Appeals Heard
Planning Commission	Appeals of Final Action by the Planning Director or Planning Staff. [No Change]
Board of Adjustment	Appeals of staff-level Historic District Design Review decisions or Historic Preservation Board decisions.[Return to HPB] Appeals of Planning Director determinations regarding Non-Complying Structure or Non-Conforming Use Status.[No Change]
Appeal Panel	Planning Commission decisions, including Master Planned Developments, Conditional Use Permits, and Plats.[Shift to Hearing Officer]
Historic Preservation Board* ** Not currently an appeal authority.*	Until 2014, the Historic Preservation Board (HPB) was the initial appeal authority for appeals of decisions regarding the design guidelines for historic districts and sites. However that changed in 2014 after an appeal raised the issue of successive appeals prohibited by Utah Code §§ 10-9a-701(4)(d). A District Court judge found the staff HDDR approval, with an appeal to HPB and another appeal to BOA, violated the state code section. Additionally, members of HPB were participating in both the HDDR process and sitting as an appeal authority. The HPB recommended shifting HDDR appeals to the BOA to preserve their ability to provide input during the pre-application meetings and to avoid the claim of successive appeals. After that, the state mandated that applicants have the option of appealing historic decisions to city councils but quickly amended LUDMA to prohibit city councils sitting as historic land use authorities. [Return Appeals of staff-level Historic District Design Review decisions to Historic Preservation Board.]

b. APPEAL AUTHORITY CONSIDERATIONS

Here are some **general appeal authority best practices** to consider:[7]

[7] Best practices and considerations are based on publications drafted by Craig M. Call from the Utah Land Institute.

1. Not the legislative body. The appeal authority review is quasi-judicial and not policy driven. It may be difficult for elected officials to take off policy hats and become quasi-judicial officers, especially in the face of off-point policy arguments. A quasi-judicial officer looks at facts and applies the law like a judge would. By not acting as the appeal authority, the legislative body retains settlement authority and the ability to participate in public engagement.
2. Does not need to include city residents. Some land use practitioners and policy makers recommend expertise without regard to residency.
3. Could be an authority shared with other communities.
4. Must have extensive experience as land use attorney or planning professional.

Here are some considerations related to sending **appeals to a board or panel**:

1. A panel may include local community members in the process.
2. A local panel is considered to be more likely to defer to the original decision-making land use authority, so may be preferred by the planning commission and the legislative body. This may also make it more likely that decisions will be based on policy instead of the facts and the law.
3. Decisions may be less likely to be legally correct. Best practice is to hire outside counsel, which includes a cost.
4. It requires more training and support, including:
   a. Meeting and public notice requirements, including scheduling, notices, minutes;
   b. Establishing the record; and
   c. Training the board on legal standards and quasi-judicial procedures (especially difficult if meetings infrequent or members change).
5. Staff preparing and panel approving final decisions is often slower.

Here are some considerations related to sending **appeals to a hearing officer**:

1. Independent and apolitical decisions may be less popular with locals and local officials.
2. Decisions are more likely to be legally correct.
3. Decisions are usually issued more quickly.
4. Covers all functions for meetings and public notice requirements (hearings are not public meetings).
5. Less training and staff support required.
6. Cost likely increased.

II. STANDARD OF REVIEW [RECOMMENDATION TO SHIFT TO "ON THE RECORD REVIEW"; WITH DEFERENCE TO INITIAL LAND USE AUTHORITY]

Council may also select the standard of review an appeal authority uses. A "standard of review" is how much deference an appeal authority gives to the lower authority. LUDMA gives two options which are detailed below: "de novo review" or "on the record review."

Under either standard of review, the appeal authority must do two things. The appeal authority must determine the "correctness" of the land use authority's interpretation and application of the plain meaning of the land use regulations. To review for "correctness" just means that the appeal authority reviews the decision to see if it was right—or correct—without giving any deference to the decision that is being appealed.

The appeal authority must also interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application. In other words, an appeal authority may only deny a land use application where the code clearly does not allow what is being requested. See Utah Code § 10-9a-707(4); LMC 15-1-18(G). Where there is a question about how to apply a land use regulation, it must be resolved in favor of the property owner.

Here is Park City's standard and scope of review, which is used by all the appeal authorities:

Appeal Authority Standard and Scope of Review LMC 15-1-18(G)
Reviews factual matters de novo or fresh, giving no deference to the land use authority's determination of factual matters. Reviews the land use authority's interpretation and application of the plain meaning of the land use regulations for correctness. Interprets and applies a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application. The scope of review is limited to specific issues raised in the written appeal, unless the appeal authority grants approval to enlarge the scope.

a. STANDARD OF REVIEW OPTIONS

De Novo Review: Under de novo review, the appeal authority hears the application or issue on appeal all over again, as if the appeal authority were the original land use authority assigned to make the decision. Said another way, the appeal authority steps into the shoes of the original decision maker. The appeal authority does not give any deference to the land use authority's determination of factual matters. This is the default standard in LUDMA and the standard the City uses.

On the Record Review: Under an on-the-record review, the appeal authority reviews the evidence, law, and reasoning of the original land use authority and determines if the decision was legally correct. The authority literally reviews the record—it does not take any new evidence—and it must uphold the decision if the record includes "substantial evidence" supporting every essential finding of fact and if the decision is consistent with

relevant law. If the appellant fails to marshal the evidence to demonstrate it was insufficient, the appeal must be denied.

"Substantial evidence" is the amount and "quality of relevant evidence that is adequate to convince a reasonable mind to support a conclusion." *Six Blue Bison LLC v. Alpine City*, 2023 UT App 89, ¶ 15. Said another way, the appeal authority looks at the favorable and unfavorable evidence in the record and decides whether a reasonable mind could reach the same result. The authority does not substitute its judgment for the land use authority or reweigh the evidence—it just asks whether a reasonable mind could reach the same result.

b. STANDARD OF REVIEW CONSIDERATIONS

Here are some considerations related to **de novo review**:

1. Option to create a new record.
2. Public hearing is permissible but may perpetuate public clamor.
3. Appeal authority can manage the record and better insulate the city from losing the case if it goes to court. But the decision is not made by an entity with the view or expertise of the planning commission or land use authority.
4. The appeal authority may remand the matter back to the Planning Commission. If there is no remand, then the appeal authority imposes a new decision with immediate effect. This may be more efficient with fewer reconsiderations.

Here are some considerations related to an **on the record review**:

1. Defers to the land use authority that made the decision being appealed. This may make the review more politically palatable because it defers to those officials.
2. Provides more insulation for local government from district court reversal because of a second opportunity to validate the record before going to court.
3. This kind of review is not intuitive for a citizen appeals board.
4. Avoids further public hearings, allowing just those with protected property interests to participate in the hearing.
5. If the decision is not upheld on appeal based on the lack of substantial evidence, then the remedy is to remand back to the land use authority for further review, not to reverse the decision.

III. STANDING TO APPEAL

Standing is the legal requirement that you have a legally protectable interest in an issue in order to have the matter be heard by an appeal authority or a court. Said another way, standing requires a showing of a distinct and palpable injury that gives a personal stake in the outcome of the legal dispute.

Standing can also be defined in code—this is called statutory standing and it is where the legislative body authorizes a class of parties to file suit and enforce a statutory

scheme. While the standard of review is how the appeal authority conducts its review, standing is who is authorized to appeal.

a. STANDING OPTIONS AND CONSIDERATIONS

The LMC's definition of standing is different from the definition in LUDMA, and Council may wish to consider whether to align the two definitions.
Here are the definitions of standing under the LMC and LUDMA:

Standing	
LMC § 15-1-18(D)	**STANDING TO APPEAL**. The following has standing to appeal a Final Action: 1. Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission; 2. The Owner of any Property within three hundred feet (300') of the boundary of the subject site; 3. Any City official, Board or Commission having jurisdiction over the matter; and 4. The Owner of the subject Property.
LUDMA, Utah Code § 10-9a-801(2)(a)	A person bringing a land use appeal must be an "adversely affected party" or a "land use applicant." A "land use applicant means a property owner, or the property owner's designee, who submits a land use application regarding the property owner's land." Utah Code § 10-9a-103(29). An "adversely affected party means a person other than a land use applicant who: (a) owns real property adjoining the property that is the subject of a land use application or land use decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision." Utah Code § 10-9a-103(2).

The LMC's broader definition allows more people to challenge land use decisions. Under LUDMA, making public comment or being within 300 feet of the property at issue do not confer standing and provide grounds for an appeal.

Here are some policy considerations related to **standing**.

1. Does the current language provide a broader check on the original land use authority and staff?

2. Does hearing from third parties early in the process provide a benefit?
3. The current difference between broad LMC standing to the local appeal authority and more narrow judicial review standing is confusing. Residents may waste time and money thinking they may appeal to district court when they can't.
4. A broader standing definition may be used as leverage to delay or it may be used as a part of a larger strategy in disputes largely between private parties.

IV. SETTLEMENT AUTHORITY

Following a recent land use court case, the legislature clarified that local governments may approve developments contrary to their land use ordinances by means of settlement or other development agreement, provided that the approval follows the same process as adopting a land use regulation. This means that statutory requirements, including public hearings, a recommendation from Planning Commission, and approval by the Council at a public meeting, must be met. (Utah Code § 10-9a-532(2)(a)(iii).) We point this out to demonstrate that although the City Council is no longer an appeal authority, the Council as legislative body of the municipality retains final say (and accountability) for contested land use decisions.

2025 Legislative Session Update: SB 262[8]
This past session, the state legislature adopted a new section in LUDMA specifically addressing the legislative body's ability to enter into a consent agreement to settle a land use appeal, without going through the process outlined above for Utah Code § 10-9a-532. As a result, starting May 7, 2025, the Council could enter into a consent agreement without a Planning Commission recommendation or a public hearing.

V. FEEDBACK FROM BOARD CHAIRS

In preparation for this discussion with Council on February 28, 2025, we met with the chairs of the Planning Commission, Appeal Panel, Board of Adjustment, and Historic Preservation Board to hear their input. We provided the chairs with a draft memorandum similar to this report, but did not solicit formal recommendations from them or their boards and commissions. At a high level, all of the chairs appreciated the creation of the new Appeal Panel, but leaned toward further evaluation of replacing it with a professionally trained hearing officer who would review appeals on the record. Eliminating public comment was generally supported. The reaction on whether to modify "standing" was mixed. And HPB recognized that they have expertise in the design standards which may be a better fit for HDDR appeals; while BOA recognized their successful application of the code to HDDR appeals.

[8] 10-9a-804. Consent agreement.
(1)A legislative body may, by resolution or ordinance, settle litigation initiated under Section 10-9a-801 regarding a land use decision with a property owner through a consent agreement.
(2)A legislative body shall approve the consent agreement under Subsection (1) in a public meeting in accordance with Title 52, Chapter 4, Open and Public Meetings Act.
(3)A legislative body is not required to present to a planning commission on any matter covered by a consent agreement.

Exhibit A

Appeal Panel

1. March 4, 2024, Appeal of the Planning Commission's July 13, 2022 denial of a Conditional Use Permit for a Private Recreation Facility at 1115 Aerie Drive (Packet; Minutes) – appeal granted on the LOD issue and remanded an SLO question to the Planning Commission;
2. April 30, 2024, Appeal of the Planning Commission's February 21, 2024 approval of a home and accessory building at 220 King Road (Packet; Minutes) – appeal denied on the approval of the CUP and steep slope CUP and remanded three questions about the SLO to the Planning Commission;
3. May 6, 2024, Appeal of the Planning Commission's March 13, 2024 approval to amend the Smith Subdivision Parcel B Plat to shift existing building pads out of wetlands (Packet; Minutes) – appeal denied;
4. May 20, 2024, Appeal of the Planning Commission's March 13, 2024 denial of a plat amendment at 844 Empire Avenue, continued to June 3, 2024 (Packet; Minutes) – appeal granted;
5. June 17, 2024, Appeal of the Planning Commission's May 8, 2024 approval of a Conditional Use Permit for a Private Recreation Facility at 1115 Aerie Drive (Packet; Audio) – appeal denied;
6. July 15, 2024, Ratification of Final Action Letter denying the appeal of the Planning Commission's approval for 220 King Road (Packet; Minutes) – April 30 appeal denied;
7. November 4, 2024, Appeal of the Planning Commission's Conditions of Approval 21 and 23 for a Steep Slope Conditional Use Permit at 121 Sampson Avenue (Packet; Audio) – appeal granted.

Board of Adjustment

1. April 16, 2024, Appeal of Planning Director's denial of a Historic District Design Review modification for a roof extension at 1049 Lowell Avenue (Packet; Minutes) – appeal denied.
2. May 21, 2024, Appeal of Planning Director's denial of a Historic District Design Review modification for retaining walls and hot tub installation on a steep slope at 341 Ontario (Packet; Minutes) – appeal denied.
3. November 12, 2024, Appeal of Planning Director's approval of a Historic District Design Review for 220 King Road (Packet; Audio) – appeal granted in part.
4. Appeal of Planning Director's requirement of Conditions of Approval for the Historic District Design Review for 220 King Road – appeal withdrawn.
5. November 19, 2024, Appeal of Planning Director's denial of a Historic District Design Review modification to increase the building footprint at 1234 Rothwell Road (Packet; Audio) – appeal denied.

ORDINANCE NO. 2025-XX

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF PARK CITY TITLE 15, CHAPTER 1, SECTION 18 REGARDING LAND USE APPEAL AUTHORITIES

WHEREAS, the City Council held a work session on February 27, 2025, to review options for potential changes to the City's land use appeal authorities, and associated standards;

WHEREAS, the City Council desires efficient administration of its land use codes and due process for land use applicants;

WHEREAS, after receiving informal input from several Board and Commission chairs and advice from the City Attorney's Office, the City Council referred several matters related to land use appeal authorities to the Planning Commission for consideration and possible recommendations for Land Management Code amendments;

WHEREAS, the Planning Commission held a public hearing on April 23, 2025, and forwarded a _____ recommendation to the City Council; and

WHEREAS, the proposed Land Management Code amendment is consistent with the purposes of the Utah Municipal Land Use, Development, and Management Act Section 10-9a-102, Purposes – General land use authority.

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

SECTION 1. FINDINGS. The recitals above are hereby incorporated herein. The City Council finds that the amendments herein improve the efficient administration of City's land use appeal authority process, scope of review, and due process.

SECTION 2. AMENDMENT TO MUNICIPAL CODE OF PARK CITY ("MCPC") LAND MANAGEMENT CODE TITLE 15. CHAPTER 1, SECTION 18. MCPC 15-1-18 is hereby amended as attached on Exhibit A.

SECTION 3. AMENDMENT TO MUNICIPAL CODE OF PARK CITY ("MCPC") LAND MANAGEMENT CODE TITLE 15. CHAPTER 1, SECTIONS 8 AND 21. MCPC 15-1-8 is hereby amended to replace "Appeal Panel" with "Hearing Officer" and MCPC 15-1-21 is hereby amended to remove the hearing notice column for Variances and Appeals to the Appeal Panel.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED THIS ____ DAY OF _____ 2025.

PARK CITY MUNICIPAL CORPORATION

_____
Nann Worel, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney's Office

EXHIBIT A

15-1-18 Appeals And Reconsideration Process

A. **STAFF.** Final Action by either the Planning Director or Planning Staff may be appealed to the Planning Commission. Final Action regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the ~~Board of Adjustment~~Historic Preservation Board.

B. **HISTORIC PRESERVATION BOARD (HPB)**. The City or any Person with standing adversely affected by any decision of the Historic Preservation Board may be appealed to the Board of Adjustment, except that HPB Final Action on appeals from Planning Staff or the Planning Director regarding the Design Guidelines for Historic Districts and Historic Sites may be appealed to District Court in Summit County.

C. **PLANNING COMMISSION**. The City or any Person with standing adversely affected by a Final Action by the Planning Commission on appeals of Staff action may petition the District Court in Summit County for a review of the decision. Final Action by the Planning Commission concerning Conditional Use permits (excluding those Conditional Use permits decided by Staff and appealed to the Planning Commission; final action on such an appeal shall be appealed to the District Court) and MPDs may be appealed to a City Land Use Hearing Officer~~the Appeal Panel~~. Only those decisions in which the Planning Commission has applied a land Use ordinance to a particular Application, Person, or Parcel may be appealed to an appeal authority.

1. ~~**APPEAL PANEL MEMBERSHIP AND**~~ **LAND USE HEARING OFFICER APPOINTMENT AND QUALIFICATIONS.** ~~The Appeal Panel shall have three (3) members.~~ The ~~decision to appoint and the~~ appointment of the Land Use Hearing Officer~~Appeal Panel~~ shall be made by the City Council at a duly noticed public meeting after publicly noticed request for qualifications. Qualifications shall include a weighted priority for the following: ~~Park City or Area residency,~~ five years or more of prior experience in an adjudicative or local government land use position~~,~~ and~~/or~~ a legal ~~or planning~~ degree. A Land Use Hearing Officer~~Each member of the Appeal Panel~~ shall have the ability to:
    1. Conduct quasi-judicial administrative hearings in an orderly, impartial and highly professional manner.
    2. Follow complex oral and written arguments and identify key issues of local concern.
    3. Master non-legal concepts required to analyze specific situations.
    4. Absent any conflict of interest, render findings and determinations on cases heard, based on neutral consideration of the issues, sound legal reasoning, and good judgment.
2. **PROCESS**. Any hearing before ~~the~~ a Land Use Hearing Officer ~~Appeal Panel~~ shall be recorded and may be held electronically upon the approval of the Land Use Hearing Officer~~publicly noticed., include a public hearing, and meet all requirements of the Utah Open and Public Meetings Act~~. The

City Recorder or designee shall maintain a written record of the hearing and Final Action.

3. **TERM**. The City Council's ~~shall~~ appointment of Land Use Hearing Officer(s)~~the Appeal Panel. The appointment of the individual members of the panel~~ shall be for terms of three (3) years.

D. **STANDING TO APPEAL**. ~~The following has standing~~ A person must be an Adversely Affected Party or a Land Use Applicant to appeal a Final Action:

1. A Land Use Applicant means a property owner, or the property owner's designee, who submits a Land Use Application regarding the property owner's land. ~~Any Person who submitted written comment or testified on a proposal before the Planning Department, Historic Preservation Board or Planning Commission~~;
2. An Adversely Affected Party means a person other than a Land Use Applicant who: (a) owns real property within three hundred feet (300') of the property that is the subject of a Land Use Application or Land Use Decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the Land Use Decision. ~~The Owner of any Property within three hundred feet (300') of the boundary of the subject site;~~
3. ~~Any City official, Board or Commission having jurisdiction over the matter~~; ~~and~~
4. ~~The Owner of the subject Property.~~

E. **TIMING**. All appeals must be made within ten (10) calendar days of the Final Action except for an appeal from a decision by the historic preservation authority which is a decision by Staff regarding the Design Guidelines for Historic Districts and Historic Sites or a decision by the Historic Preservation Board regarding a land use application, the applicant may appeal the decision within thirty (30) days after the day on which the historic preservation authority issues a written decision. The reviewing body, with the consultation of the appellant, shall set a date for the appeal. All appeals shall be heard by the reviewing body within forty-five (45) days of the date that the appellant files an appeal unless all parties, including the City, stipulate otherwise.

F. **FORM OF APPEALS**. Appeals to the Planning Commission, Board of Adjustment, or Historic Preservation Board must be filed with the Planning Department. Appeals to a Land Use Hearing Officer ~~the Appeal Panel~~ must be filed with the City Recorder. Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; the petitioner's relationship to the project or subject Property; and a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant shall pay the applicable fee established by resolution when filing the appeal. The Appellant shall present to the appeal authority every theory of relief that it can raise in district court. ~~The Appellant shall provide courtesy mailing to all parties who received mailed notice for the action being appealed within fourteen (14) days of filing the appeal.~~

G. **BURDEN OF PROOF AND STANDARD OF REVIEW**. The appeal authority shall act in a quasi-judicial manner. The appellant has the burden of proving that the land use authority erred. The appeal authority shall review factual matters on the record, with~~de novo, without~~ deference to the land use authority~~determination of factual matters~~. The appeal authority shall determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations, and interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application. All appeals must be made in writing. Review of petitions of appeal shall ~~include a public hearing and shall~~ be limited to consideration of only those matters raised by the petition(s).~~, unless the appeal authority grants either party approval to enlarge the scope of the appeal to accept information on other matters. New evidence may be received so long as it relates to the scope of the appeal.~~ The land use authority may not re-evaluate discretionary or quasi-legislative approvals pursuant to the zoning ordinance, including but not limited to granting additional height, setbacks or parking exceptions pursuant to performance zoning or site improvements in MPD and AMPD applications. Appeals of such determinations shall be directly to District Court in Summit County.

H. **NON-ADVERSARIAL PROCESS.** For all appeals before a Land Use Hearing Officer ~~the Appeal Panel~~, and any Board or Commission, the following shall apply:

1. The procedural hearings and reviews established by the City's regulatory procedures does not adopt or utilize in any way the adversary criminal or civil justice system used in the courts.
2. The role of City staff, including legal staff, is to provide technical and legal advice and professional judgment to each appeal authority~~decision making body~~, as they are not advocates of any party or position in a dispute, notwithstanding the fact that their technical and legal advice and professional judgment may lead them to make recommendations concerning the matter.
3. In the absence of clear evidence in the record that a staff member has lost impartiality as a technical adviser, the City's need for consistent, coherent and experienced advisers outweighs any claims of bias by the applicant.

I. **WRITTEN FINDINGS REQUIRED**. The Land Use Hearing Officer shall prepare, or the appeal authority shall direct staff to prepare, detailed written Findings of Fact, Conclusions of Law and the Order.

J. ~~**APPEAL PANEL**~~ **LAND USE HEARING OFFICER ACTION ON APPEALS**.

1. The Land Use Hearing Officer~~Appeal Panel~~, with the consultation of the appellant and City staff, shall set a date for the appeal.
2. The City Recorder shall notify the Property Owner and/or the Applicant of the appeal date. The City Recorder shall obtain the findings, conclusions and all other pertinent information from the Planning Department and shall transmit them to the Land Use Hearing Officer~~Council~~.

3. The Land Use Hearing Officer~~Appeal Panel~~ may affirm, reverse, or affirm in part and reverse in part any properly appealed decision of the Planning Commission. The Land Use Hearing Officer~~Appeal Panel~~ may remand the matter to the appropriate body with directions for specific Areas of review or clarification. ~~Appeal Panel review of petitions of appeal shall include a public hearing and be limited to consideration of only those matters raised by the petition(s), unless the Panel by motion, enlarges the scope of the appeal to accept information on other matters.~~
4. ~~Staff~~ The Land Use Hearing Officer must prepare written findings within fifteen (15) working days of the hearing~~Appeal Panel vote~~ on the matter.

K. **CITY COUNCIL RETAINS FINAL AUTHORITY ~~CALL-UP~~**. Subject to the requirements of Utah Code Sections 10-9a- 532(2)(a)(iii) and 10-9a-804, as amended, the City Council may modify any Final Action of any land use application by settlement, development agreement, or consent agreement. Such approvals must be at an open, public meeting.~~Within fifteen (15) calendar days of Final Action on any project, the City Council, on its own motion, may call up any Final Action taken by the Planning Commission or Planning Director for review by the Appeal Panel. The call-up shall require the majority vote of the Council. Notice of the call-up shall be given to the Chairman of the Commission and/or Planning Director by the Recorder, together with the date set by the Council for consideration of the merits of the matter. The Recorder shall also provide notice as required by Sections 15-1 -12 and 15-1-18 (K) herein. In calling a matter up, the Council may limit the scope of the call-up hearing to certain issues. The City~~

~~Council, with the consultation of the Applicant, shall set a date for the call-up. The City Recorder shall notify the Applicant of the call-up date. The City Recorder shall obtain the findings, and all other pertinent information and transmit them to the Council.~~

L. **NOTICE**. There shall be no additional notice for appeals of Staff determination other than listing the matter on the agenda, unless notice of the Staff review was provided, in which case the same notice must be given for the appeal. Notice of appeals of Final Action by the Planning Commission and Historic Preservation Board; notice of all appeals to the Hearing Officer~~Appeal Panel~~, or reconsiderations, ~~or call-ups~~ shall be given by:

1. Publishing the matter once at least fourteen (14) days prior to the first hearing in a newspaper having general circulation in Park City;
2. Mailing courtesy notice at least fourteen (14) days prior to the first hearing to all parties who received mailed courtesy notice for the original action.
3. Posting the Property at least fourteen (14) days prior to the first hearing; and
4. Publishing notice on the Utah Public Notice Website at least fourteen (14) days prior to the first hearing.

M. **STAY OF APPROVAL PENDING REVIEW OF APPEAL**. Upon the filing of an appeal, any approval granted under this Title will be suspended until the appeal body, pursuant to this Section 15-1-18 has acted on the appeal.

N. **APPEAL FROM THE HEARING OFFICER~~APPEAL PANEL~~**. The Applicant or any Person aggrieved by City action on the project may appeal the Final Action

by ~~the~~a Land Use Hearing Officer~~Appeal Panel~~ to a court of competent jurisdiction. The decision of ~~the~~a Land Use Hearing Officer~~Appeal Panel~~ stands, and those affected by the decision may act in reliance on it unless and until the court enters an interlocutory or final order modifying the decision.

O. **RECONSIDERATION**. The City Council, and any Board or Commission, may reconsider at any time any legislative decision upon an affirmative vote of a majority of that body. The City Council, and any Board or Commission, may reconsider any quasi-judicial decision upon an affirmative vote of a majority of that body at any time prior to Final Action. Any action taken by the deciding body shall not be reconsidered or rescinded at a special meeting unless the number of members of the deciding body present at the special meeting is equal to or greater than the number of members present at the meeting when the action was approved.

HISTORY

Adopted by Ord. 00-25 on 3/30/2000

Amended by Ord. 06-22 on 4/27/2006

Amended by Ord. 09-10 on 3/5/2009

Amended by Ord. 09-23 on 7/9/2009

Amended by Ord. 10-15 on 4/15/2010

Amended by Ord. 12-37 on 12/20/2012

Amended by Ord. 14-37 on 7/17/2014

Amended by Ord. 15-35 on 10/12/2015

Amended by Ord. 15-53 on 12/17/2015

Amended by Ord. 16-15 on 3/24/2016

Amended by Ord. 2016-44 on 9/15/2016

Amended by Ord. 2017-04 on 2/16/2017

Amended by Ord. 2017-42 on 8/3/2017

Amended by Ord. 2018-46 on 8/2/2018

Amended by Ord. 2020-34 on 7/9/2020

Amended by Ord. 2022-16 on 5/26/2022

Amended by Ord. 2023-36 on 7/13/2023