PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 15, 2026

The Council 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. Click here for more information.

Zoom Link: https://us02web.zoom.us/j/88449322494

CLOSED SESSION - 3:15 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

3:40 p.m. - Senior Center Site Design and Programming Discussion

4:40 p.m. - Discuss the 2026 Legislative Platform

COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

5:00 p.m. - Council Questions and Comments

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

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

III. APPOINTMENT

1. Appointment of New City Council Member to Fill the Seat Vacated by Ryan Dickey
(A) Action

IV. PRESENTATION

1. Consideration to Approve Resolution 02-2026, a Resolution Supporting America250 Utah and Recognizing and Approving the Park City, Utah 250 Community Committee
(A) Action

V. CONSENT AGENDA

1. Request to Approve Type 2 Convention Sales Licenses for Operation during the 2026 Sundance Film Festival

2. Request to Approve a Grazing License between the City and Michael F. Pace for the Use of 129.38 acres on Parcel Numbers SS-28-A-1-X and SS-27-B-X

VI. NEW BUSINESS

1. Consideration to Approve Resolution 03-2026, a Resolution Approving the Proposed Consent Agreement from Pesky Porcupine, LLC, Regarding Pending Third District Court Case Nos. 240500344, 240500559, and 240500569 (consolidated into 240500559), Regarding Land Use Approvals for a Single Family House at 220 King Road in Park City, Utah
   (A) Public Input (B) Action

VII. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

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

Senior Center
Site Design & Programming

PARK CITY
1884

AGENDA

1. Review updated options for Council to consider based on 11/6/2025 Work Session Discussion

2. Discuss Council preferences regarding:
   - Parking
   - Open Space
   - Building Space Programming

3. Discuss estimated costs and potential budget

4. Discuss Next Steps

COUNCIL DIRECTION

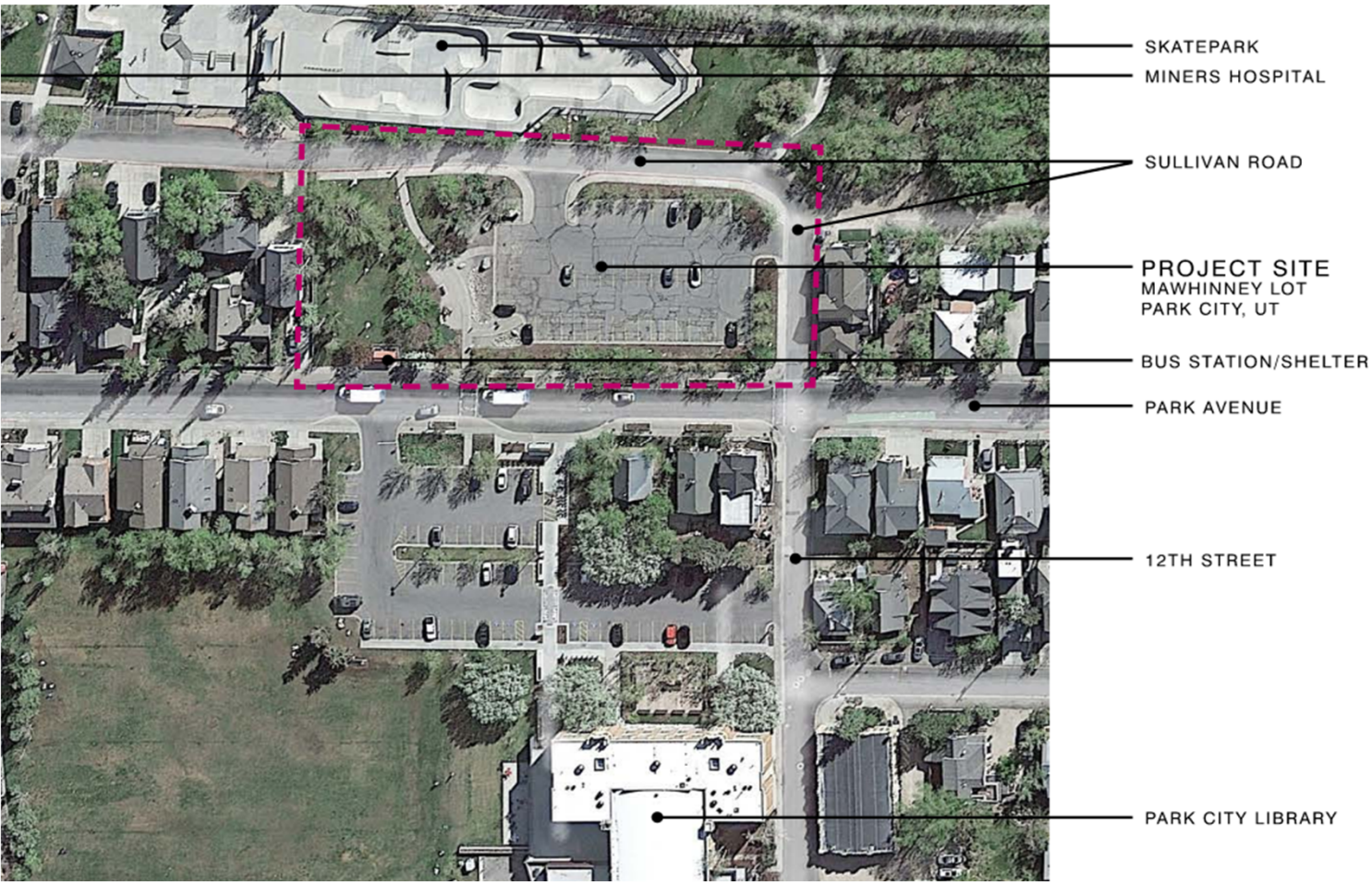
November 6, 2025 Work Session Direction:

1. Option 3 Site configuration preferred – Balanced Parking (both underground and surface)
2. Building Footprint of 7,500 SF
3. Building Programming analysis for 10k SF total building size versus building size recommended by needs assessment

We will ask Council at the end…

1. Proceed with underground parking option included?
2. Match existing parking count of 47 stalls (or provide target)
3. Provide target building size
4. Provide target project budget

SITE: LOCATION

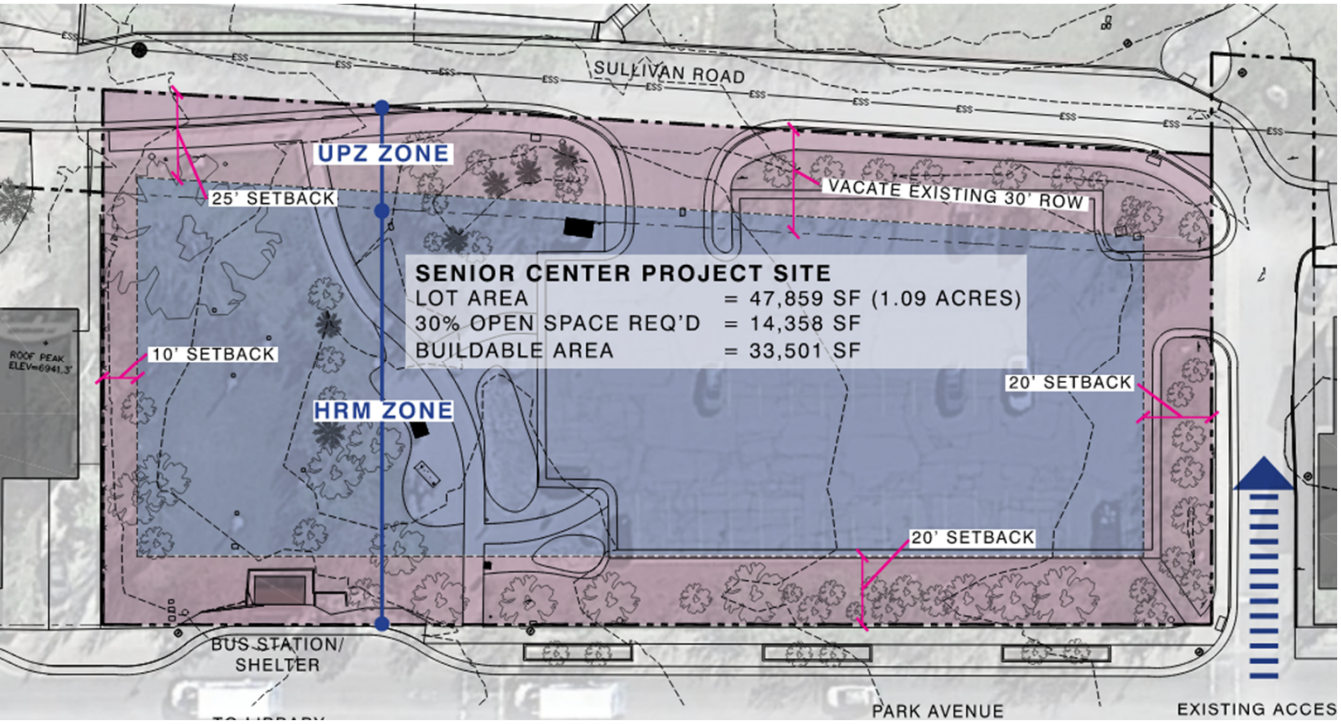


QUICK FACTS

- Lot Size = 1.09 Acres
- Parking = 47 Surface spaces
- Open Space 26,677SF = 55%

SITE: CONSTRAINTS

Process will entail: MPD (under 2 acres), CUP, and re-plat to remove ROW

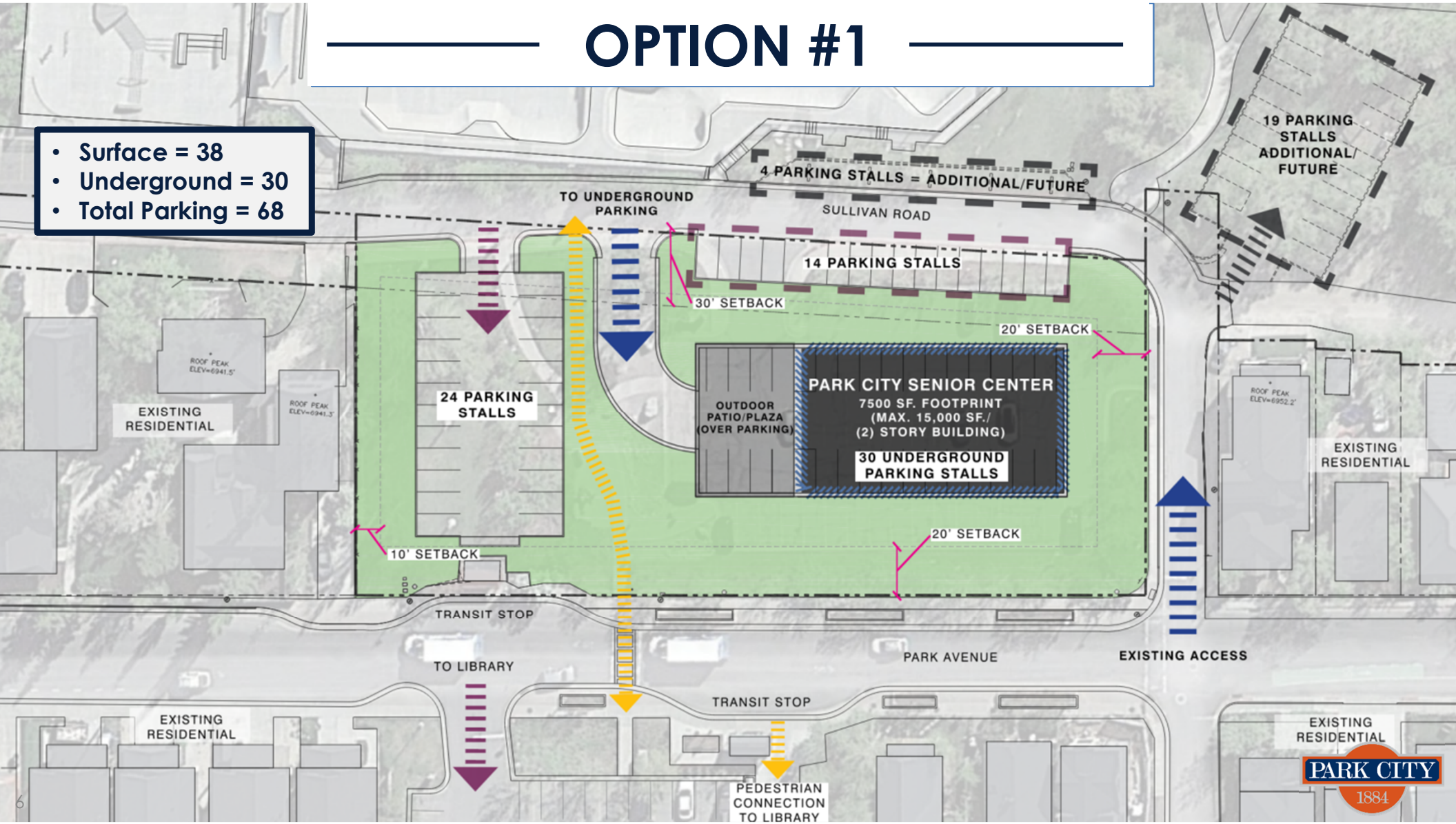


CONSIDERATIONS

- Replat to remove ROW
- HDDR Review
- Zoning: HRM/UPZ
- Height: 27'
- Setbacks: 10' - 25'
- Req'd Open Space: 30%
- Minimum Parking = 33 Stalls
  - 20 Peak Lunch Demand
  - 13 Library MPD

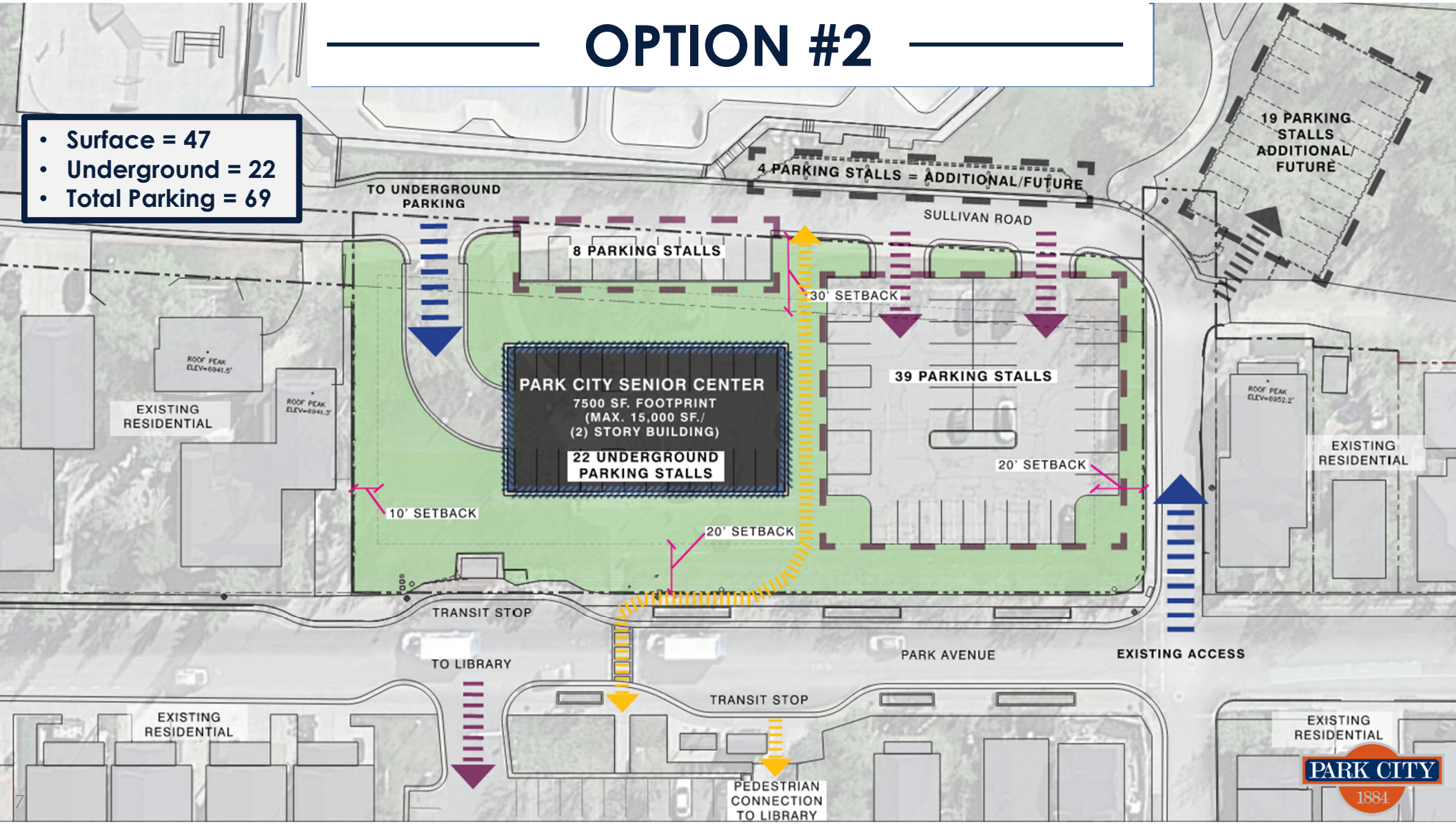
OPTION #1

- Surface = 38
- Underground = 30
- Total Parking = 68



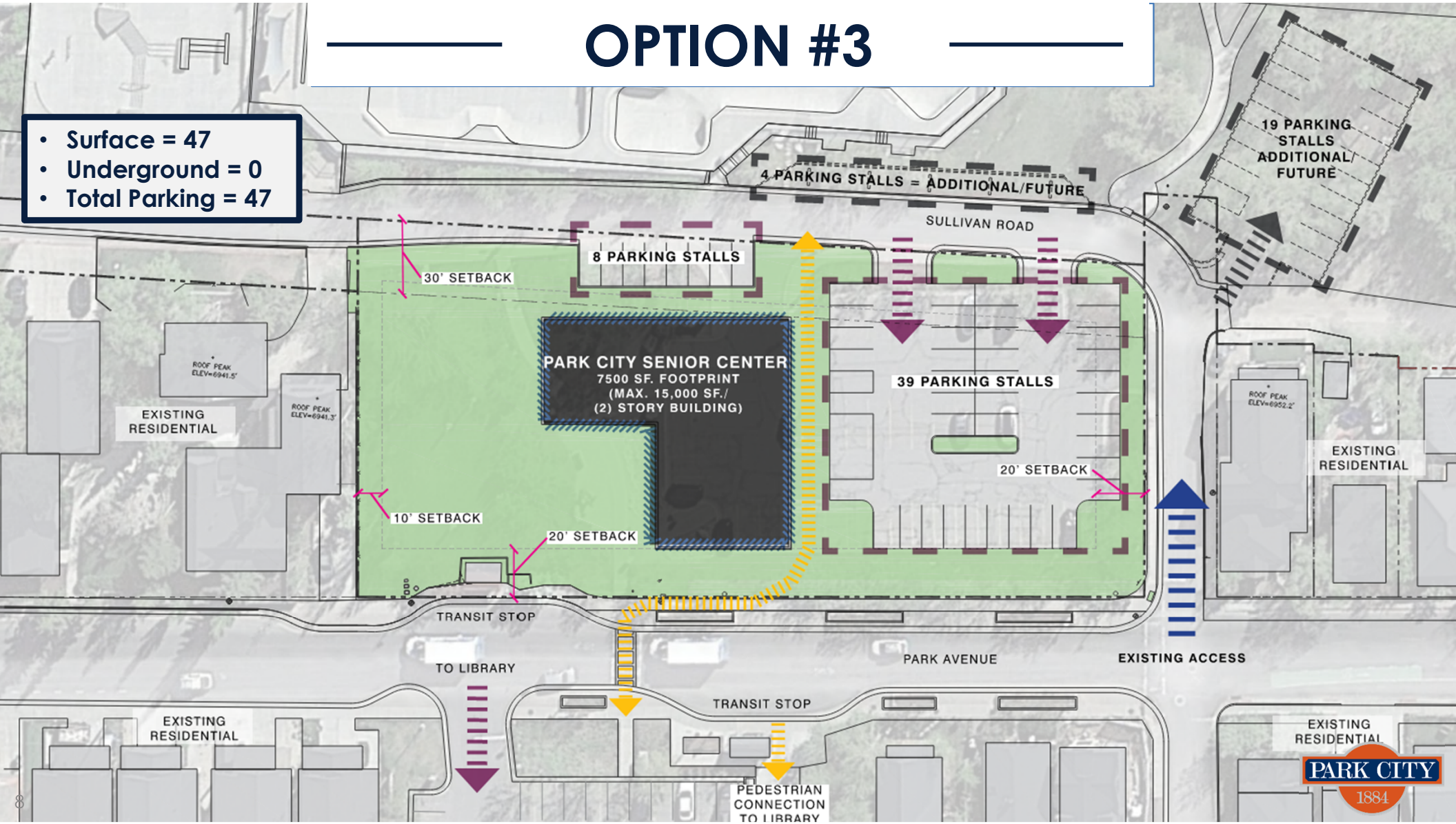
OPTION #2

- Surface = 47
- Underground = 22
- Total Parking = 69



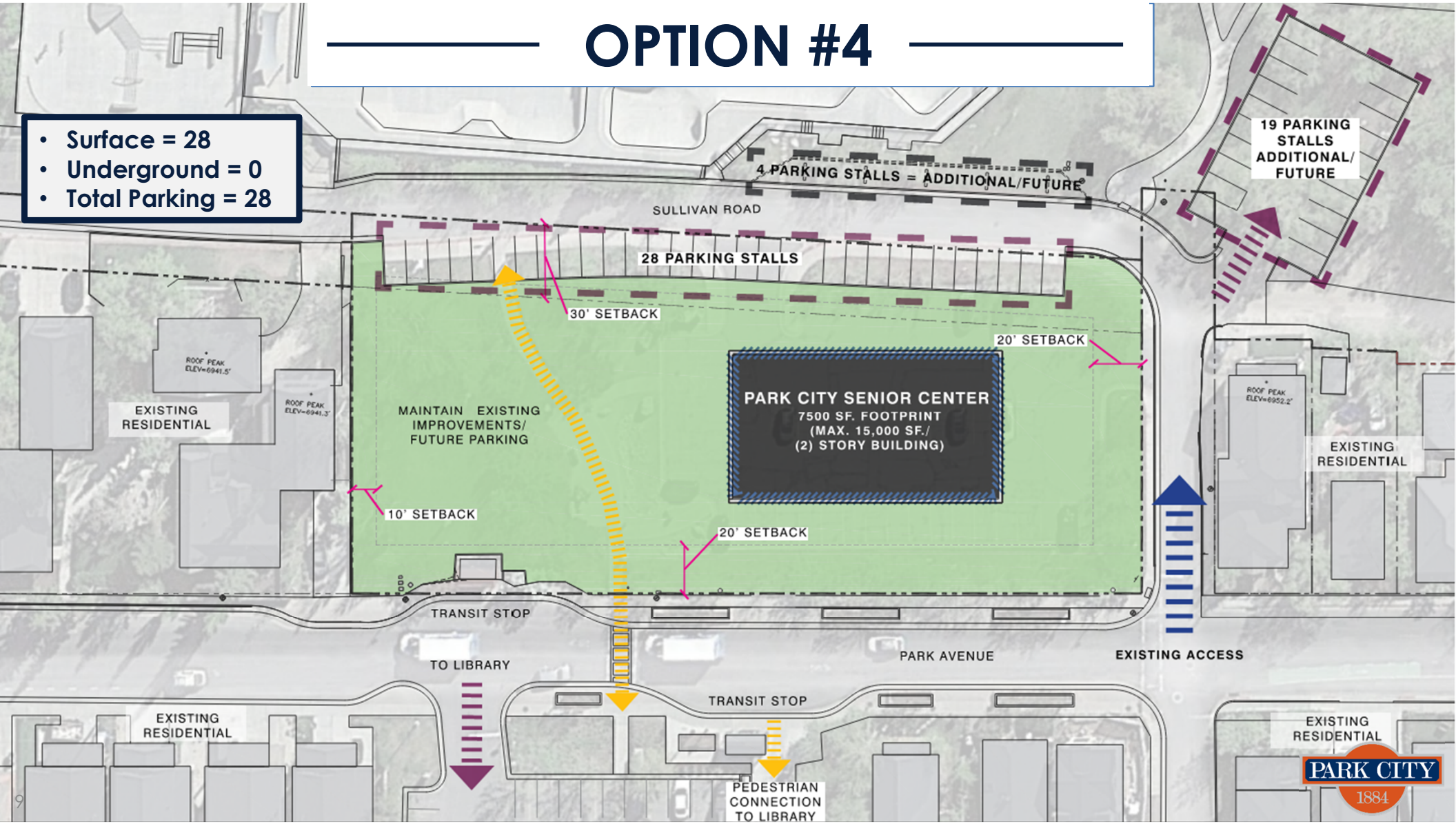
OPTION #3

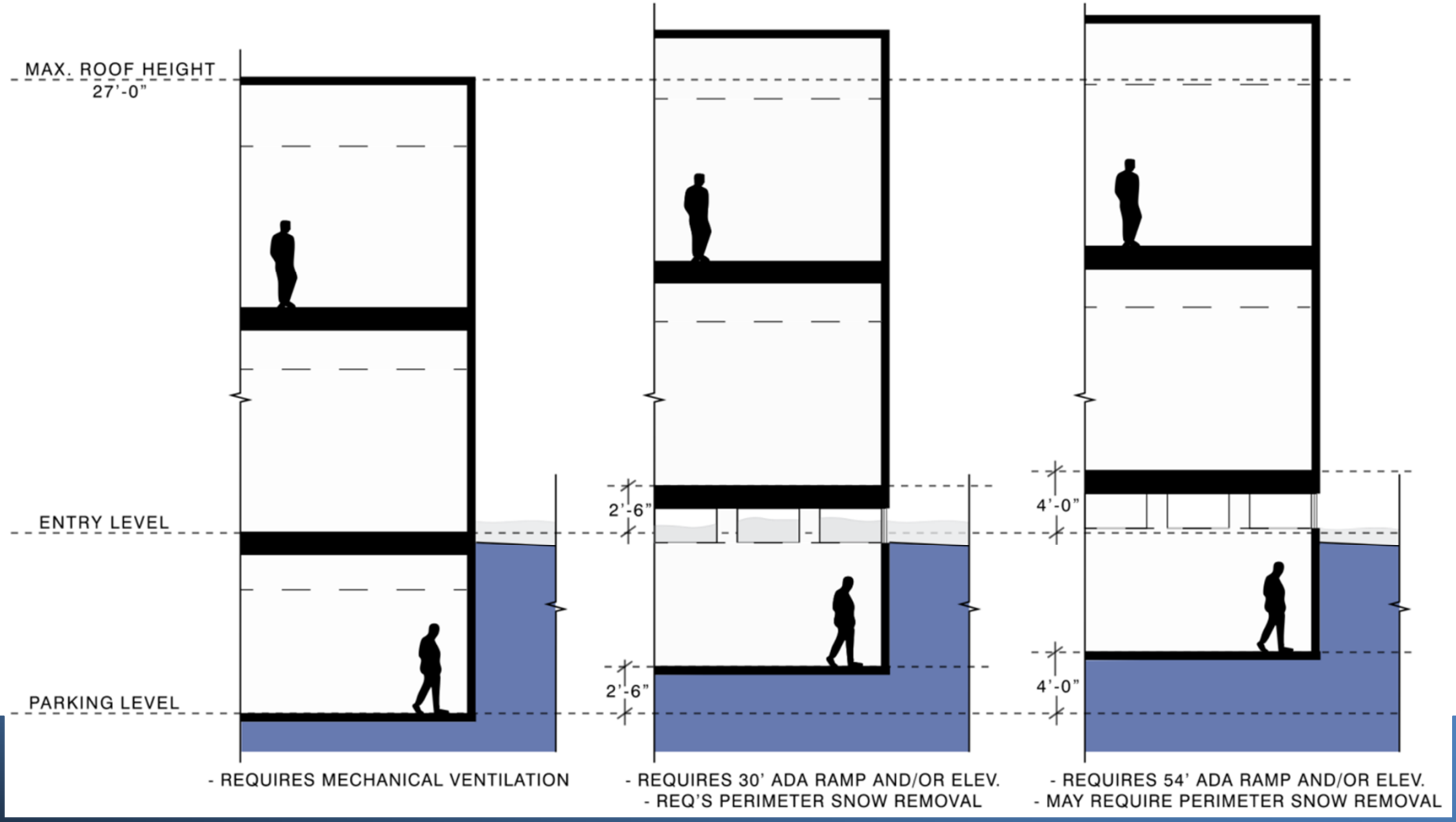
- Surface = 47
- Underground = 0
- Total Parking = 47



OPTION #4

- Surface = 28
- Underground = 0
- Total Parking = 28





UNDERGROUND PARKING ELEVATIONS

SPARANO+MOONEY
ARCHITECTURE

PARKING DISCUSSION

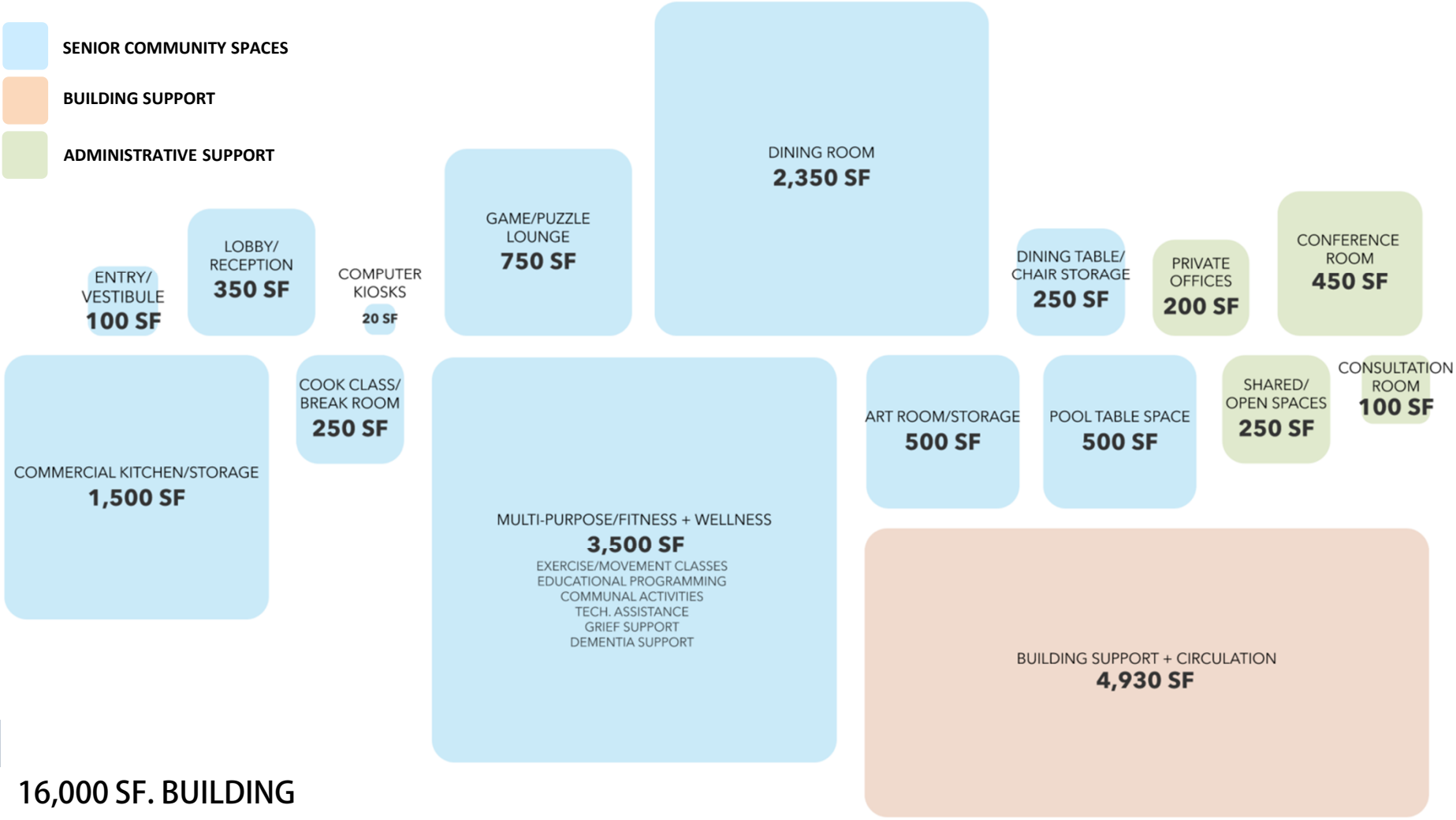
	Option 1	Option 2	Option 3	Option 4
SURFACE STALLS	38	47	47	28
UNDERGROUND STALLS	30	22	0	0
TOTAL PARKING	68	69	47	28
ESTIMATED COST	$3.6-3.7M	$3-3.1M	$300-380k	$220-280k
OFFSITE/FUTURE ADDITIONAL STALLS	23	23	23	23

* Existing parking lot = 47 stalls
* LMC code requires 20 + Library MPD shared 13 = 33 stalls

OPEN SPACE DISCUSSION

	Option 1	Option 2	Option 3	Option 4
APPROX. OPEN SPACE	46-48%	44%-46%	49% - 51%	71%-73%
CHANGE FROM EXISTING	-7%-9%	-9%-11%	-4%-6%	+16% - 18%
ESTIMATED COST	$700-800k	$660-770k	$660-770k	$650-760k

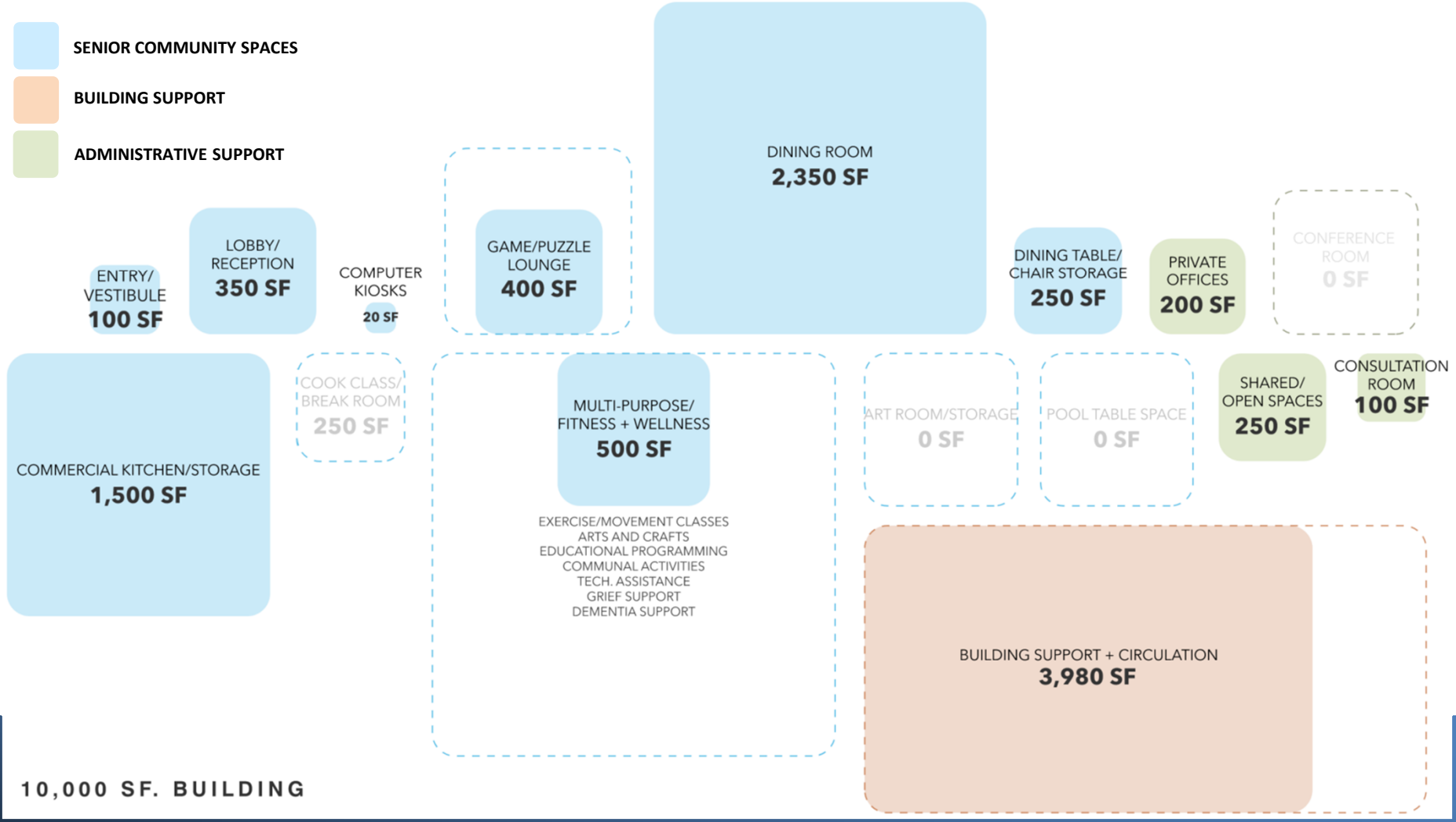
* Existing Open Space = 55% of Parcel or 26,677 SF
* LMC requires 30% Open Space



16,000 SF. BUILDING

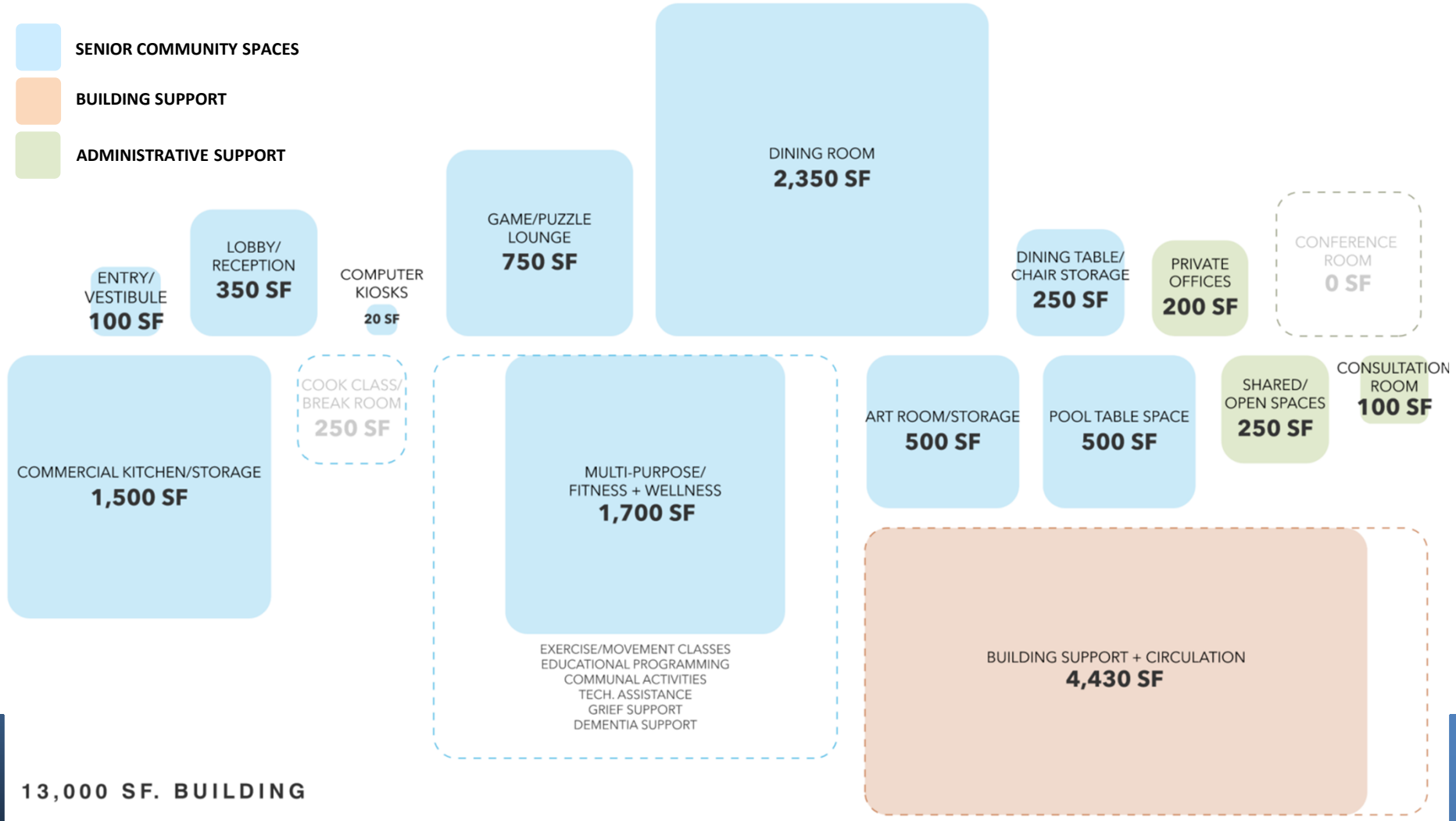
SPACE PROGRAMMING STUDY

SPARANO+MOONEY ARCHITECTURE



SPACE PROGRAMMING STUDY

SPARANO+MOONEY ARCHITECTURE



SPACE PROGRAMMING STUDY

SPARANO+MOONEY ARCHITECTURE

COST ESTIMATE OF10K SF STRUCTURE	***$14.9M***	***$14.3M***	***$11.5M***	***$11.4M***
COST ESTIMATE OF13K SF STRUCTURE	***$18M***	***$17.3M***	***$14.4M***	***$14.3M***

COST ESTIMATE OF 16K SF STRUCTURE	Option 1	Option 2	Option 3	Option 4
BUILDING CONSTRUCTION	$11M	$11M	$11M	$11M
PARKING	$3.1M	$2.6M	$380k	$280k
SITE CONSTRUCTION	$800k	$770k	$770k	$760k
CONTRACTOR EXPENSES	$2.75M	$2.65M	$2.25M	$2.2M
OWNER SOFT COSTS	$2.35M	$2.3M	$2M	$2M
FF&E	$310K	$310K	$310K	$310K
ALLOWANCES (WINTER AND SOILS)	$350K	$350K	$350K	$350K
ESCALATION	$300K	$300K	$240K	$230K
TOTAL COST ESTIMATE	**$21.1M**	**$20.5M**	**$17.3M**	**$17.2M**

COUNCIL DIRECTION

- **PARKING PREFERENCE**
  1. Underground + Surface
  2. Surface Only
  3. Quantity of Stalls
- **BUILDING PROGRAMMING PREFERENCE**
  1. Building size target
- **PROJECT BUDGET TARGET**
- **DISCUSS NEXT STEPS**

QUESTIONS
PARK CITY
1884

City Council Staff Report

Subject: **2025 Legislative Policy Platform**
Author: **Michelle Downard**
Department: **Executive**
Date: **January 15, 2026**

The 2026 Legislative Session begins on January 20, 2026. We anticipate continued focus on land use regulations, building and development codes, housing affordability, and transportation infrastructure, in addition to water conservation and pre-Olympic infrastructure planning efforts.

Monitoring the State's legislative activities is a year-round commitment. Considerable time and resources are devoted to legislative issues throughout the 45-day annual Session. For example, PCMC's elected officials meet regularly with our delegation, attend the Utah League of Cities and Towns (ULCT) weekly legislative strategy meetings, and hold an annual PC Leadership Day at the Capitol with important intergovernmental stakeholders. City staff, elected officials, and contracted lobbyists also work with ULCT and other local-government-issue advocacy groups to coordinate testimony and lobbying efforts during the session.

The "**2026 Legislative Platform**" (Exhibit A) is a broad policy framework used by PCMC professional staff and elected officials to lobby, support, or oppose public policy initiatives. The Platform helps PCMC officials protect Park City's independence and unique community interests during the fast-moving 45-day session.

The City's 2026 Bill Tracking list is updated and provided to the Council throughout the General Session.

EXHIBITS

A 2026 Legislative Platform

2026 Legislative Platform

Purpose

The Legislative Platform was drafted to better define the City's legislative strategies by providing guardrails for City-led advocacy efforts at the Federal, State, and local levels. Park City's Legislative Team relies on the Platform on a day-to-day basis to respond to time-sensitive proposals before they are able to receive formal Council direction – which is necessary when the organization is between Council meetings. A list of tracked bills is also provided to the Council on an ongoing basis during the Session at each City Council meeting during the Session.

Policy Guidelines

Park City Municipal generally supports:

1. Legislation that leads to greater financial independence from Federal and State entities and protects local resources from Federal, State, and other governmental controls;
2. Legislation maintaining maximum local control in all areas of its day-to-day responsibilities, municipal operations, and local land use authority;
3. Legislation that advocates fair and proportionate representation on regional and interlocal boards and commissions; and
4. Legislation that fosters understanding and promotes more equitable access to resources for all residents, visitors, and community workforce.

Park City Municipal generally opposes:

5. Legislation that makes the City more dependent on Federal, State, and other governmental agencies for policy direction;
6. Legislation that erodes the City's broad public safety authority or interferes with local decision-making regarding land use control;
7. Legislation that imposes intrusive, unnecessary, or unfunded mandates that preempt local authority; and
8. Legislation that impedes the equitable administration of public services, justice, and social well-being.

Policy Team

In 2026, the City's Team includes Mayor Dickey, Councilor Toly, the City Attorney, and the Strategic Initiatives Advisor. Several other managers also participate in supporting roles, including the Chief Building Official, Chief of Police, Planning Director, City Recorder, and Economic Development Director.

City Council
Staff Report

Subject: America 250 Utah Participation
Author: Linda Jager, Community Engagement Specialist
Department: Communications
Date: January 15, 2026

Executive Summary

This year, Park City Municipal will participate in *America250 Utah* – the statewide initiative commemorating the 250th anniversary of the founding of the United States. The program encourages Utah communities to reflect on the nation's history, celebrate shared values, and engage residents in educational and cultural activities.

Staff recommends forming an internal cross-departmental committee to coordinate Park City's involvement, including integrating America250 Utah themes into existing City events and programs, developing new initiatives, and supporting statewide efforts.

Program Overview

America250 Utah is the state's official commemoration of the United States' 250th anniversary. The statewide initiative is built around three pillars:

- **Educate** – Encourage learning about U.S. and Utah history through programs through school based civic education efforts.
- **Engage** – Invite residents to participate in statewide contests, storytelling projects, and community-driven celebrations.
- **Unite** – Highlight Utah's diverse communities and shared heritage through cultural events, public art, and collaborative programming.

Park City Municipal's Proposed Participation

- Form the Internal America250 Working Committee - establishing a cross-departmental committee including representatives from Special Events, Library, Recreation, Communications, and more. The committee will:
    - Identify opportunities to integrate America250 Utah themes into existing City events.
    - Develop new programming concepts aligned with the statewide pillars.
    - Coordinate with America250 Utah staff and local partners.
    - Provide periodic updates to the City Manager and City Council.

- Integrate with Existing Events and Programs - The committee will evaluate opportunities to incorporate America250 Utah themes into:
    - Fourth of July Parade & Celebration – Themed floats, youth participation, or interactive educational elements.
    - Potential for public art, lectures, or community history activities.
    - Recreation Programs – Tie-ins with *Walk250* through trail mileage challenges or community hikes.

- New America250-Themed Initiatives - Potential new concepts include:
    - A Park City historical walking tour or digital storytelling project.

- Public lectures, panel discussions, or cultural events in partnership with nonprofits and schools.

- Park City Library Hosting the America250 Utah Traveling Exhibit - The Park City Library will host the America250 Utah Traveling Exhibit in June 2026. Hosting the exhibit provides a high visibility opportunity to highlight Park City's America250 efforts, promote related programming, and encourage community participation in statewide initiatives.

Resolution 02-2026

A Resolution Supporting America250 Utah and Recognizing and Approving the Park City Utah250 Community Committee

Whereas Governor Spencer J. Cox and the Utah State Legislature created the America250 Utah Commission (also known as America250 Utah); and

Whereas the mission of America250 Utah is to commemorate and celebrate, reflect on our nation's past, build community, and look toward the future by educating, engaging, and uniting Utahns and visitors to our state; and

Whereas America250 Utah is seeking partnerships with counties and municipalities to further its mission; and

Whereas this partnership will be formed by creating a local committee called the Park City Utah250 Community Committee.

Whereas the Park City Utah250 Community Committee will focus on important events, people, and places within the community to commemorate and celebrate Park City's role in America's 250th anniversary; and

Whereas local projects will enhance tourism, community building, and economic development opportunities.

Now, therefore be it *RESOLVED,* that the Park City Mayor and Council:

1. Hereby recognize the Park City Utah250 Community Committee as its official committee.
2. Will partner with America250 Utah.
3. Will support signature programs of the America250 Utah Commission; and
4. Will support the Park City Utah250 Community Committee in its local efforts to educate, engage, and unify Utahns and our visitors in the community.

PARK CITY MUNICIPAL CORPORATION

_____

Mayor Ryan Dickey

Attest:

_____

Michelle Kellogg, City Recorder

Approved as to form:

_____

City Attorney's Office

City Council Staff Report

Subject: **Request for Approval of Type 2 Convention Sales Licenses for Operation during the 2026 Sundance Film Festival**
Author: **Sydney Anderson, Business License Specialist**
Department: **Finance**
Date: **January 15, 2026**

Recommendation
Review and consider approving the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2026 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary
Exhibit A lists Type 2 Convention Sales License applicants currently pending approval. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load, and paid the applicable license and trash fees. We are requesting approval of the applications for Convention Sales Licenses during the 2026 Sundance Film Festival.

Analysis
During the Festival, various businesses and entities conduct short-term commercial activities within Park City (City) limits. These entities are not affiliated with the Festival, nor are they official sponsors. Their operations present health, safety, and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety, and emergency services. The Finance Department, as well as other departments, receive a high volume of Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

The Municipal Code for Type 2 CSLs allows the City to address adverse impacts and carrying-capacity considerations associated with licensed activity. It also allows service departments, event staff, and public safety to obtain an accurate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments.

Municipal Code 4-7-3 (B)(2) states that Council retains authority to approve Type 2 CSL license applications. Prior to Council's consideration of the Type 2 CSL license applications, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional, including the occupant load.

The process for a Type 2 CSL is as follows:
1. Submit floor plans stamped by a design professional

2. Obtain a PIPA
3. Provide receipt showing payment to Republic Services to cover trash impacts (one receipt *per applicant*).
4. Submit application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

All of the attached applications have met the Municipal Code standards and have completed department review.

Exhibits

Exhibit A - List of Locations

Event Name	Event Address	Regular Tenant	Event Dates
ESPN Films	364 Main St.	Alpine Distilling	1/27/2026
Tisch on Main by Tisch School of the Arts	317 Main St.	The Eating Establishment	1/23-1/25
PC Fashion Week	427 Main St.	Chef Dance	1/25
Music Lodge	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Montana Film Commission	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Moab to Monument Valley Film Commission	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Oklahoma Film & Music Office	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Film Liaisons in California Statewide	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Cleveland Film Commission	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Alliance for Women Composers	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ University of Pennsylvania	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Nerd HQ	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ BMI	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Costa Rica Film Commission	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Savannah Film Commission	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Zagreb Film Office	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ New Orleans Tourism and Economic Development	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ Fora Travel	255 Main St.	Treasure Mountain Inn	1/22-1/26
Music Lodge w/ FilmUSA Film Commission Group	255 Main St.	Treasure Mountain Inn	1/22-1/26
The Impact Lounge	2175 Sidewinder Dr.	Prospect HOA	1/21-1/25
11th Hour Productions	314 Main St.	David Beavis Fine Art	1/23-1/26
11th Hour Productions W/ Dime Beauty	314 Main St.	David Beavis Fine Art	1/23-1/26
11th Hour Productions W/ Tell Their Stores	314 Main St.	David Beavis Fine Art	1/23-1/26
11th Hour Productions W/ Pura Scents Inc.	314 Main St.	David Beavis Fine Art	1/23-1/26
Imprint Group	738 Main St.	Park City Tattoo Collective	1/22-1/25
Kickstarter PBC DBA Kickstarter	427 Main St.	The Cabin	1/23/2026

City Council Staff Report

Subject: Pace Grazing Lease Renewal
Author: Ryan Blair
Department: Property
Date: January 15, 2026

Recommendation

Review and consider approving a grazing license between the City and Michael F. Pace. The license is for the use of 129.38 acres in Summit County on parcel nos. SS-28-A-1-X and SS-27-B-X.

Executive Summary

Park City has a long history of permitting agricultural uses on City-owned property. The Pace family has been a licensee on these parcels since the City acquired the parcels from the Paces in 1996. The lease authorizes grazing and requires the family to keep the land well groomed and maintained.

Analysis

Agriculture and grazing have long been used by the City to help maintain its historic rural environment. These uses of city-owned property aid in mitigating noxious weeds and maintaining fences located on the property. The Pace family has demonstrated their use of the property is consistent with sustainable grazing standards and have kept the property well groomed.

The property where the grazing occurs does not have established public trails nor is it encumbered with a conservation easement. The license is for 5 years with an annual fee of $700, and it may be terminated at any time for any reason with 30 days' notice.

Exhibits

A Proposed Pace Lease

MICHAEL F. PACE AGRICULTURAL LICENSE AGREEMENT

This Pace Agricultural License Agreement ("**License**") is between PARK CITY MUNICIPAL CORPORATION ("**Licensor**") and Michael F. Pace ("**Licensee**").

Licensor owns real property identified as a portion of Parcels SS-28-A-1-X and SS-27-B-X, more particularly depicted and described on **Exhibit A** (the "**Property**").

Licensee desires to license the use of the Property from Licensor, and Licensor agrees to license the use of the Property to Licensee pursuant to the terms and conditions of this License.

The parties therefore agree as follows:

1. Base License Terms.

a)	**Property**	Approximately 129 acres (Exhibit A). County: Summit County State: Utah Parcel Numbers: SS-28-A-1-X, SS-27-B-X
b)	**Term**	Years: Three Commencement Date: 12/01/2025 Expiration Date: 11/30/2030
c)	**Fee**	Annual Fee: $700 Payment: Due Annually on November 1st for the following year
d)	**Licensor Contact Information**	Park City Municipal Corporation Attn: Ryan Blair P.O. Box 1480 Park City, UT 84060 Email: ryan.blair@parkcity.gov
f)	**Licensee Address**	Michael F. Pace 6276 W 2920 S West Valley City, 84128 Phone: 801-558-2650 Email: mikefpace@comcast.net

2. Property; Use. Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor the use of the Property. Licensee shall use the Property solely for the purpose of grazing cattle and horses (the "**Permitted Use**").

2.1. Rules and Restrictions on Use. Licensee shall adhere to the following rules and restrictions on the Property while using the Property for the Permitted Use:

2.1.1. Grazing is limited annually to May 1 through October 31.

2.1.2. Licensee acknowledges that there is no water or other utilities available on the

property and further acknowledges that Licensor is not providing water, water rights, or other utilities with this License. Licensee shall be solely responsible for complying with state water law for any water rights, sources, or use associated in any way with the Property and for any related costs.

2.1.3. This License shall be without cost to Licensor for the maintenance and operation of the Property.

2.1.4. To apply the principles of good husbandry at all times for the grazing operations.

2.1.5. To keep any fences, if applicable, on the Property in at least as good repair and condition as they are at the commencement of the License, or at least in as good repair and condition as they may be put by Licensor during the term of the License, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted. Licensee shall keep fences in a condition to prevent livestock from entering upon any roadway.

2.1.6. To prevent all unnecessary waste, or loss, or damage to the property of Licensor and to abate dust upon the property as required or encouraged by governmental authority having jurisdiction of the property.

2.1.7. To keep the Property neat and orderly.

2.1.8. Not to allow noxious weeds to go to seed on the Property, and to destroy them, and to keep trimmed the weeds and grasses on the roads adjoining the Property.

2.1.9. Not to perform any work on water courses or ditches, or undertake any other operation that will damage the Property.

2.1.10. Not to disturb or plow land without the consent of Licensor.

2.1.11. Not to store or place any vehicles or equipment on the Property for more than 24 hours, nor to house automobiles or motor trucks.

2.1.12. To dispose of or use any hazardous materials in accordance with Section 24 of this License.

2.1.13. Not to over-graze the Property, creating areas in which vegetation is completely removed and bare soil is exposed.

2.1.14. Not to confine livestock in a manner defined by the Environmental Protection Agency as an Animal Feeding Operation (AFO) or Confined Animal Feeding Operation (CAFO).

2.2. Prohibited Uses. Without the prior written consent of Licensor, Licensee shall use the Property for the Permitted Use and not use the Property or allow others to use the Property for any other use. Prohibited activities and conditions include, but are not limited to, the following:

2.2.1. creating any public or private nuisance;

2.2.2. any business, trade or activity that is not grazing cattle or horses;

2.2.3. any action that defaces, damages, or harms the Property;

2.2.4. the construction, installation, maintenance, or use of any improvements,

alterations, buildings, structures, or underground storage tank and/or any above-ground, leak-proof containers;

2.2.5. planting, growing, cultivating, harvesting or selling any crop; and

2.2.6. performing any conduct or creating any condition which, in Licensor's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

3. Term. The term of this License ("**Term**") shall be for the period set forth in the Base License Terms in Section 1. The Term may be renewed upon mutual agreement of the parties. In the event Licensee shall hold over after the expiration or termination of this License, the holding over shall not be deemed to operate as a renewal or extension of this License, but shall only create a tenancy from month-to-month which may be terminated upon 15 days' prior written notice given by Licensor to Licensee.

4. Termination.

4.1. Early Termination. Notwithstanding the foregoing, either party may provide the other with 30 days' prior written notice of termination of this License during the Term, including any renewal terms, for any reason whatsoever without penalty, in the terminating party's sole and absolute discretion. Upon termination of this License, Licensee shall vacate and cease to use the License Area and shall take commercially reasonable actions to ensure Licensee Agents immediately vacate and cease using the License Area. No Termination of this License, other than as provided at the end of the Term shall be effective without the provision of the notice aforesaid. In addition, Licensee is obligated to advance written notice of any cessation of the use of the License Area during the Term of this License.

4.2. Insolvency. This License will automatically terminate upon the occurrence of any of the following: (1) Licensee commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; (2) anyone commences an involuntary case against Licensee under title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case; (3) a court of competent jurisdiction appoints, or Licensee makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for Licensee or all or substantially all of its assets; or (4) Licensee fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

4.3. Upon termination of this License, Licensee shall vacate and cease to use the Property and shall take commercially reasonable actions to ensure all of Licensee's property is removed from the Property.

5. Fees. Licensee shall pay fees as set forth in the Base License Terms in Section 1.

6. Condition of the Property. Licensee has inspected the Property and has found the Property to be satisfactory for all its Permitted Use, and Licensee accepts the Property in its "as is" condition, subject to all legal requirements, without warranties, either express or implied,

with all faults, including but not limited to both latent and patent defects, if any. Licensee waives all warranties, express or implied, regarding the condition and use of the Property, including but not limited to any warranty of merchantability or fitness for a particular purpose.

7. Damage or Destruction. In the event of damage or destruction of any part the Property, Licensee shall promptly and diligently repair, restore, and remedy all damage to or destruction of the Property. After completion of the repair, restoration, or replacement, the Property shall be at least equal in fair market value, quality, and use to the condition before the damage or destruction occurred, except as expressly provided to the contrary in this License. This License shall not be construed to require Licensor, under any circumstances, to furnish any services or facilities or to make any improvements, repairs, or alterations of any kind in or on the Property. Licensor's election to perform any obligation of Licensee under this provision on Licensee's failure or refusal to do so shall not constitute a waiver of any right or remedy for Licensee's default, and Licensee shall promptly reimburse, defend, and indemnify Licensor against all liability, loss, cost, and expense arising from it. Nothing in this section defining the duty of maintenance and repair shall be construed as limiting any right given elsewhere in this License. No deprivation, impairment, or limitation on use resulting from any event or work contemplated by this Section shall entitle Licensee to any offset, abatement, or reduction in fees nor to any termination or extension of the Term.

8. Taxes and Assessments. During the Term, Licensee shall be responsible to pay and discharge all existing and future ad valorem taxes and assessments which are or may become a lien upon, or which may be levied by the State, County, or any other tax-levying body, upon the Property. Notwithstanding, any taxes or assessments that are levied in a lump sum amount, but which may be paid in installments over time, shall be required to be paid only as said installments fall due, and shall be required to pay any such installment that falls due after the termination of this License that relates to that time during the Term. Licensee may, in its own name, contest in good faith by any appropriate proceedings, the amount, applicability, enforcement or validity of any tax, assessment, or fine pertaining to the Property or its assessed value; provided that such contest will not subject any part of the Property to forfeiture or loss, except that, if at any time payment of the whole or any part of such tax, assessment, or file shall become necessary in order to prevent any such forfeiture or loss, Licensee shall pay the same or cause the same to be paid in time to prevent such forfeiture or loss.

9. Encumbrance of Title. Nothing herein contained shall authorize Licensee to do any act or make any contract so as to encumber or affect in any manner the title or rights of Licensor in the Property, it being understood that all repairs and alterations permitted to be made by Licensee upon or in the Property shall be paid for by Licensee in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of Licensee shall in any manner affect the title of the Licensor in said Property or take precedence to any of the rights or interest of Licensor herein.

10. Compliance with Laws. Licensee shall not use the Property or permit anything to be done in or about the Property which will conflict with any law, statute, ordinance, or governmental rule or regulation now in force (or which may hereafter be enacted or promulgated to the extent applicable to and binding upon the Property or Licensee), nor shall Licensee cause, maintain or permit any nuisance on or about the Property. Licensee shall not commit or suffer to be committed any waste on or about the Property.

11. Insurance. At its own cost and expense, Licensee shall maintain the following mandatory insurance coverage to protect against claims for injuries to persons or property damage that may arise from or relate to Licensee's use of the Property or from this Agreement, including by Licensee's agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. Prior to taking possession of the Property, Licensee shall furnish a certificate of insurance as evidence of the requisite coverage. The certificate of insurance must include endorsements for additional insured, waiver of subrogation, and primary and non-contributory status.

11.1. Commercial General Liability Insurance. Licensee shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including Licensor's own policies of insurance, for all claims against Licensor. The policy must be written on an occurrence basis with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for personal injury and property damage.

11.2. Automobile Liability Coverage. Licensee shall maintain automobile liability insurance with a combined single limit of not less than $1,000,000 per accident for bodily injury and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

11.3. Employer's Liability. Licensee shall maintain employer's liability insurance with limits no less than $1,000,000.

11.4. Umbrella/Excess Coverage. Licensee shall maintain umbrella or excess insurance with limits no less than $1,000,000. The terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.

11.5. Insured Parties. Each policy and all renewals or replacements, except those policies for Employer's Liability, must name "Park City Municipal Corporation" and "Park City Municipal Corporation" (and their officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of Licensee's use of the Property.

11.6. Waiver of Subrogation. Licensee waives all rights against Licensor and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement. Licensee shall cause each policy to be endorsed with a waiver of subrogation in favor of Licensor for all work performed by Licensee, its employees, agents, and Subcontractors.

11.7. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.

11.8. Cancellation. Should any of Licensee's required insurance policies under this Agreement

be cancelled before the termination or completion of this Agreement, Licensee must deliver notice to Licensor within 30 days of cancellation. Licensor may request and Licensee must provide within 10 days certified copies of any required policies during the term of this Agreement.

11.9. No representation. In specifying minimum Licensee's insurance requirements, Licensor does not represent that such insurance is adequate to protect Licensee from loss, damage or liability arising from its work. Licensee is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

12. Indemnification.

12.1. Definitions. In this License, the following definitions apply:

12.1.1. "**Indemnifiable Losses**" means the aggregate of Losses and Litigation Expenses.

12.1.2. "**Litigation Expense**" means any reasonable out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

12.1.3. "**Loss**" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest but excluding any Litigation Expenses.

12.1.4. "**Proceeding**" means any investigation, claim, judicial, administrative, or arbitration action or lawsuit, or other cause of action of every kind or character, brought by third parties against Licensor, its agents, employees, or officers, that arises out of this License or the performance of any of the obligations contained in this License by Licensee or anyone acting under Licensee's direction or control, including after the expiration or termination of this License.

12.2. Indemnification. Licensee shall indemnify Licensor and its agents, employees, and officers against all Indemnifiable Losses arising out of a Proceeding, except to the extent the Indemnifiable Losses were caused by the negligence or willful misconduct of Licensor.

12.3. Obligation to Defend. Licensee shall, at its sole cost and expense, defend Licensor and its agents, employees, and officers from and against all Proceedings, provided that Licensee is not required to defend Licensor from any Proceeding arising from the sole negligence of Licensor or its agents, employees, or officers.

12.4. Tender. Licensee's obligation to defend will arise upon Licensor's tender of defense to Licensee in writing. If Licensor fails to timely notify Licensee of a Proceeding, Licensee will be relieved of its indemnification obligations to the extent that Licensee was prejudiced by that failure. Upon receipt of Licensor's tender of defense, if Licensee does not promptly notify Licensor of its acceptance of the defense and thereafter duly and diligently defend Licensor and its agents, employees, and officers, then Licensee shall pay and be liable for the reasonable costs, expenses, and attorneys' fees incurred in defending the Proceeding and enforcing this provision.

12.5. Legal Counsel. To assume the defense, Licensee must notify Licensor of their intent to do so. Promptly thereafter, Licensee shall retain independent legal counsel that is reasonably acceptable to Licensor.

12.6. Settlement. After Licensee assumes the defense of a Proceeding, Licensee may contest, pay, or settle the Proceeding without the consent of Licensor only if that settlement (1) does not entail any admission on the part of Licensor that it violated any law or infringed the rights of any person, (2) provides as the claimant's sole relief monetary damages that are paid in full by Licensee, and (3) requires that the claimant release Licensor and its agents, employees, and officers from all liability alleged in the Proceeding.

12.7. Waiver. Licensee expressly agrees that the indemnification provision herein constitutes Licensee's waiver of immunity under Utah Code § 34A-2-105 for the purposes of this License. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this License. No liability shall attach to Licensor by reason of entering into this License except as expressly provided herein.

12.8. No Limitation. The indemnification obligations of this License shall not be reduced by a limitation on the amount or type of damages, compensation, or benefits payable by or for Licensee or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefit acts.

12.9. Interpretation. The parties intend that the indemnity and defense provisions in this Article shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted to violate public policy.

12.10. Environmental Indemnity. Licensee shall indemnify Licensor, its agents, employees, and officers for any Indemnifiable Losses from a Proceeding arising out of Licensee's violation of the Hazardous Materials prohibition in Section 20 of this License or of Licensee's violation of federal, state, or local environmental laws or regulations, and shall include but not be limited to all cleanup and remedial costs, diminution in value of property, and any fines or fees imposed as a result.

13. Surrender. Licensee shall, upon the expiration of the Term or earlier termination of this License, peacefully surrender the Property to Licensor in substantially the same condition as it was received by Licensee, ordinary wear and tear for livestock operations excepted, and deliver to Licensor all keys associated with the Property. Licensee acknowledges the fixed nature of the Term and agrees that any Personal Property remaining on the Property after the expiration of the term or the earlier termination of the License shall, at the election of Licensor, become the property of Licensor and shall be deemed abandoned in accordance with the laws of the State of Utah. Licensee hereby waives any and all right to compensation for any work performed by Licensee, including any rights arising under any laws and the doctrine of emblements. Licensor shall have the right to remove, store, sell and dispose of personal property and retain any proceeds derived pursuant to any and all applicable laws.

14. Assigning and Subletting. Licensee shall not voluntarily or involuntarily assign, transfer, mortgage, pledge, or encumber this lease or any interest therein, and shall not sublet the Property or any part thereof, except as otherwise provided herein. Licensee may only sell, assign, or transfer its interest in this lease with the prior written consent of Licensor, which may be withheld, conditioned, or granted in Licensor's sole and absolute discretion.

15. Default.

15.1. Upon the occurrence of any of the following events, each an "Event of Default," Licensor shall have the remedies set forth in below:

15.1.1. Licensee fails to perform any material term, condition, or covenant to be performed by it pursuant to this lease within 30 days after written notice of such default by Licensor or if cure would reasonably require more than 30 days to complete if Licensee fails to commence performance within the 30 day period or fails to diligently pursue such cure to completion. As used herein, "material" includes any other change in the Property or improvements that deviate from the Permitted Use.

15.1.2. Licensee shall become bankrupt or insolvent or file any debtor proceedings or have taken against such party in any court pursuant to state or federal statute, a petition in bankruptcy or insolvency, reorganization, or appointment of a receiver or trustee and such proceeding is not dismissed within 120 days after filing; or Licensee petitions for or enters into an arrangement; or suffers this lease to be taken under a writ of execution.

15.1.3. If an abandonment of the Property by Licensee has occurred, as defined in section 78B-6-815 of the Utah Code (or similar replacement provision).

15.1.4. If Licensee uses or attempts to use the Property for any purpose other than the Permitted Use, or License fails to operate the Property as required in this lease, and Licensee does not terminate such unauthorized use and reinstate the Permitted Use within 60 days after written notice from Licensor.

15.2. Remedies Upon Licensee's Default. Upon the occurrence of an Event of Default by Licensee, Licensor shall have all remedies afforded it at law or equity, which shall include the right to restrain by injunction any violation and by decree to compel specific performance of any terms, covenants, or conditions of this lease, it being agreed that the remedy at law for any breach of any term, covenant, or condition of this lease is not adequate. Additional available remedies including without limitation the following:

15.2.1. The right to terminate this lease by giving Licensee 30-days written notice of Licensor's election to do so, in which event the lease will terminate and all right, title, and interest of License hereunder will expire on the date stated in such notice, and any interest, title, or right of Licensee in any improvement constructed on, over, under, around, or across the Property, but no obligations such as liens, mortgages, or other financial pledges, shall automatically transfer from Licensee to Licensor; or the right, without terminating the Lease, to enter and re-take possession of the Property, re-let the Property (including any improvements thereon) on Licensee's account and hold Licensee liable for the balance of the Term, remove Licensee's property from the Property and store them at Licensee's expense, or the right to bring an action against Licensee for the amounts owed. Licensor may sue for the amounts owed without terminating the Lease. Any notice from Licensor hereunder or under an unlawful detainer statute shall not constitute an election by Licensor to terminate this lease unless the notice specifically so states.

15.2.2. The right to revise the annual fee amount to the fair market amount for the Property as determined by Licensor in its sole discretion.

15.2.3. The financial obligations of Licensee under this Section shall survive termination

of Licensee's possession until fully paid. Licensor shall have the right, but not the obligation, to cure any Event of Default by Licensee in the event Licensee has not cured such default during the notice period. In the event Licensor expends funds in such cure, Licensee shall pay such amounts immediately upon request from Licensor. Unless Licensor expressly terminates this Lease, no action taken by Licensor shall be deemed a termination. In addition to amounts due under this Lease, Licensee shall be liable for Licensor's reasonable attorney fees and costs incurred in the enforcement of this lease and collection of amounts owed, which amounts shall also be paid by Licensee immediately upon request from Licensor.

15.2.4. The various rights and remedies in this agreement will not be considered as exclusive of any other right or remedy but will be construed as cumulative and will be in addition to every other remedy now or hereafter existing at law, in equity, or by statute. Licensee and the successors and assigns of License, shall be jointly and severally liable for any default under this Lease; provided, any action with regard to such default may be instituted against all or any one of them. All decisions and determinations made by Licensor will be made in Licensor's reasonable discretion, subject to the terms of this Lease.

16. Hazardous Materials.

16.1. Licensee Covenant. Licensee shall not permit, place, emit, hold, locate, store, dispose of, leach, leak, or discharge hazardous material on, from, under, or at the Property. The term "hazardous materials" means any and all substances, products, by-products, waste, or other materials of any nature or kind whatsoever which are or become listed or regulated under any environmental laws; give rise to liability under any environmental laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or which may be hazardous or harmful to the air, water, soil or environment or affect residential occupancy and use, commercial use, industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste and per- and polyfluoroalkyl substances. The term "environmental laws" means all federal, state, district, and local laws currently in effect or which may come into effect during the term of this License, as may be amended from time to time, implementing regulations, orders, and applicable federal or state court decisions interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to construction, residential occupancy and use, commercial use, industrial hygiene, occupational health and safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all hazardous materials, including without limitation, all applicable federal or state environmental clean-up statutes. The term "environmental conditions" means any contamination arising out of, relating to, or resulting from emissions, discharges, disseminations, disposals, storage, generation, releases, or threatened releases of hazardous materials into the air (indoor and outdoor), surface water, ground water, soil, land surface or subsurface, buildings, facilities, real or personal property, or fixtures. Licensor may at any reasonable time during the Term inspect the Property for the existence of hazardous material on the Property.

16.2. Use of Permitted Materials. Notwithstanding Section 20.1, Licensee may use those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Licensee's operations ("**Permitted Materials**"). Any and all such materials and substances used under this Section 20.2 shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Property. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the Property without the prior written consent of Licensor. Licensee shall not apply any organic material on the Property without the prior written consent of Licensor, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of Licensor. Licensee shall keep appropriate records regarding the application of the Permitted Materials and any other materials or substances used on the Property under this Section 20.2 and provide copies of such records to Licensor upon Licensor's request.

17. Reserved Rights.

17.1. General Reservation. Licensor reserve the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Property. Licensor also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Property land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Property. Licensee acknowledges and agrees that this License is subject to the reservation of the Mineral Rights, and the Licensor and/or other owners or lessees of the Mineral Rights have the right to enter upon the Property Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Property.

17.2. Licensor's Right to Enter. Licensor reserves the right to use any and all of the Property as necessary, in Licensor's sole discretion. This includes the right to enter, and allow others to enter, the Property to use or inspect it (including to confirm that Licensee has performed its obligations to Licensor's satisfaction), to submit the Property to prospective purchasers or lessees, and to alter, improve, or repair the Property for any use and in any way. Licensor also reserves the right to require Licensee to corral livestock as necessary, in Licensor's sole discretion, to allow onsite work on the Property.

17.3. LICENSOR'S RESERVED RIGHTS MAY INTERFERE WITH THE LICENSEE'S USE OF THE PROPERTY.

18. Entire Agreement; Modifications; Waiver. This License constitutes the entire understanding between the parties regarding the subject matter of this License. To be effective, any modification to this License or to the Scope of Services must be in writing and signed by both parties. No waiver under this License will be effective unless it is in writing and signed by the party granting the waiver (in the case of PCMC, by an individual authorized by PCMC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other

occasions.

19. Severability. The parties acknowledge that if a dispute between the parties arises out of this License or the subject matter of this License, it would be consistent with the wishes of the parties for a court to interpret this License as follows: (1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; (2) if an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the License will remain in effect as written; (3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and (4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this License, by holding the entire License unenforceable.

20. No Non-Party Rights. Nothing in this License is intended to grant rights of any kind to any non-party or create third-party beneficiary rights of any kind.

21. Governing Law, Jurisdiction, Venue. Utah law governs all adversarial proceedings arising out of this License or the subject matter of this License. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this License or the subject matter of this License, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

22. Notices. For a notice or other communication to a party under this License to be valid, it must be addressed using the information specified in Section 1 of this License for that party or any other information specified by that party in a notice delivered in accordance with this section. A notice or other communication under this License will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows: (1) upon receipt as stated in the tracking system of a delivery organization that allows users to track deliveries; (2) when the intended recipient signs for the delivery; (3) when delivered by email to the intended recipient with a read receipt, an acknowledgement of receipt, or an automatic reply. If the intended recipient rejects or otherwise refuses to accept delivery, or if it cannot be delivered because of a change of address for which no notice was given, then delivery is effective upon that rejection, refusal, or inability to deliver.

Each party is signing this License on the date stated opposite that party's signature.

Licensor:
PARK CITY MUNICIPAL CORPORATION

Date: _____ By: _____
City Manager

Attest:

_____
City Recorder's Office

Approved as to form:

_____
City Attorney's Office

Licensee:

MICHAEL F. PACE

Date: _____ By: _____
Michael F. Pace

Exhibit A – License Map

City Council Staff Report

Subject: Settlement Proposal/Resolution Approving Consent Agreement for 220 King Road/Pesky Porcupine, LLC
Department: City Attorney's Office
Date: January 15, 2026

Executive Summary

The City Council should consider whether to approve Resolution 03-2026, authorizing the execution of a Consent Agreement settling pending Third Judicial District Court Case Nos. 240500344, 240500559, and 240500569, involving Pesky Porcupine, LLC and Park City Municipal Corporation.

The attached memo from the City's outside counsel, Mitchell A. Stephens, outlines the cases, the history, and the proposed Consent Agreement.

Exhibits

Exhibit A Memo from outside counsel Mitchell A. Stephens, James Dodge Russell & Stepehns, PC

Exhibit B Resolution 03-2026

J | D | R | S
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545 EAST 300 SOUTH
SALT LAKE CITY, UTAH 84102
TELEPHONE: (801) 363-6363

MITCHELL A. STEPHENS mstephens@jdrslaw.com

January 9, 2026

Mayor Ryan Dickey
Council Member Bill Ciraco
Council Member Ed Parigian
Council Member Tana Toly
Council Member Diego Zegarra

Re: Settlement Proposal – 220 King Road

Mayor Dickey and Council Members:

Attorneys representing Pesky Porcupine LLC, (Prince) recently sent me a settlement proposal in the form of a draft Consent Agreement that would resolve three pending lawsuits involving the City and Pesky's property. The following is summary of the cases, history, and issues.

Three City Lawsuits

Case 1: *Hermann v. PCMC, Pesky (intervenors)* (240500344).

The Hermanns challenge the Appeal Panel's July 22, 2024, decision affirming the Planning Commission approvals of the plat amendment and CUPs for Pesky's property.

Case 2: *Pesky v. PCMC, Hermann (intervenors)* (240500559).

Pesky challenges the Board of Adjustment's (BOA) decision reversing aspects of the Planning Director's approval of Pesky's Historic District Design Review (HDDR) application.[1] (Note: Subsequently, City Code was amended so that the Historic Preservation Board (HPB), which has

[1] The BOA concluded that: the home did not respect the topography and does not minimize cut, fill and the use of retaining walls; the primary façade of the home is not compatible with the width of surrounding historic buildings; and the retaining walls are not used to create gradual steps consistent with historic retaining walls in terms of mass, scale, and design.

expertise in historic district design review, hears any HDDR appeals). This litigation prevents Pesky from obtaining building permits despite the prior Planning Commission approval.

Case 3: *Hermann v. PCMC, Pesky (intervenor)* (240500569) (Consolidated with Case 2).

The Hermanns also challenge the BOA's decision. Although the Hermanns won portions of their appeal to the BOA (*see* Case 2), they argue the BOA's ruling did not go far enough.[2] Case 2 and Case 3 were consolidated by the District Court.

Other Litigation

There is also litigation between Pesky and the Hermanns regarding the Hermanns' dogs and a driveway easement. The City is not a party to that litigation, and the draft Consent Agreement would not settle that private lawsuit.

Pending Administrative Land Use Appeals

Recently, Pesky and the Hermanns have engaged in new disputes that the City is obligated to process.

On January 7, 2026, the HPB heard Pesky's appeal from a permit/HDDR waiver letter that allows the Hermanns to install security cameras on the Hermanns' property. The HPB upheld the Planning Director's decision and denied Pesky's appeal.

On January 14, 2026, the Planning Commission is scheduled to hear the Hermanns' appeal of the Planning Director's decision to extend the expiration dates for the CUP approvals that are the subject of Case 1.

Resolution Attempts.

As recently as the summer of 2025, all parties have explored formal and informal dispute resolution. This effort included a two-day mediation with the City, Pesky, and the Hermanns. Unfortunately, those efforts were unsuccessful. Since then, there have been some procedural steps in the litigation but no substantive determinations. In August 2025, the Building Department processed an at-risk excavation permit issued pursuant to a Stipulated Order approved by the Court following resolution efforts.

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[2] The Hermanns argue that the BOA should have overturned the HDDR modification to the roof, that design elements violate the LMC because they did not change from industrial to residential, the mass of the building was not modulated, and the roof was not sufficiently modulated. They also argue that the design's size, massing, proposed materials, and general ornamentation do not reflect the character of the historic district.

Settlement Proposal: Consent Agreement.

Pesky now asks the City Council to consider and approve, in an open and public meeting,[3] a Consent Agreement intended to resolve all three of the above cases. The Consent Agreement:

a. Affirms the Planning Commission approvals, as upheld by the Appeal Panel;

b. Reinstates the HDDR approval with the 24 conditions of approval imposed by the Planning Director, which include modifications to a roof overhang and the modification of windows;

c. Requires additional mitigation from Pesky:
   i. Additional landscaping to minimize visual impact, installed in phases as early as reasonably possible;
   ii. Road safety improvements, including the installation of new fire hydrant and infrastructure on 220 King Road;

d. Requires Pesky to cover the cost of defense for all future legal challenges related to (1) the three City cases and the Consent Agreement and (2) development activity at 233 and 209 Norfolk (properties owned by Pesky affiliates).

Currently the City is using taxpayer funds to defend somewhat conflicting decisions by the Planning Commission and the BOA, which are being challenged from different angles by both Pesky and the Hermanns.

The Consent Agreement does not create new precedent because a final approval by the City Council would be site specific.

Evolution of Project Approvals/Home Design Changes.

This single-family home has been in the City regulatory process for over four years. Many years ago, the site was developed with two residential structures, a home and a guest house. Pesky's plat amendment resolved the prior owner's attempt to inappropriately subdivide the property, and the two residential units will be replaced with a single unit on a single lot.

City staff has worked in good faith with the applicant, and applicable boards and commissions, to conduct local review of the redevelopment to protect the community. This includes working diligently to defeat multiple attempts to preempt city authority over the course of several state legislative sessions, successfully retaining local control and preserving the City's historic design review authority.

City staff preliminary review and the Planning Commission conditions of approval secured the following substantive changes to the proposed house through an extensive, multi-year review and approval process:

---

[3] *See* Utah Code § 10-20-1110.

- Adjusted roof elevations and façade
- Limited site disturbance and building envelope
- Modifications to mitigate proposed retaining walls
- Prohibited short term rental and fractional ownership
- Minimized roof terrace visual impacts
- Limited height of exposed foundation/retaining walls
- Required additional screening of glazing
- Required cuts, fills and retaining to be minimized
- Limited solar reflectivity of siding and roof materials
- Fire and public safety mitigation
- Expert certifications regarding excavation and proposed engineering

Additionally, the Planning Director's HDDR approval contained 24 conditions of approval, which require more changes to the plans reviewed by the Board of Adjustment, including:

- Reduction of north deck roof overhang
- Modification of windows comparable to the Historic Mine Sites
- Additional vegetative screening to reduce visibility
- Additional restrictions on final grading and restoration
- Additional design, materials and paint restrictions

Finally, if the Consent Agreement is adopted, it requires Pesky to further mitigate visual impact by imposing additional landscaping obligations. Pesky also would be responsible for road safety improvements in the area.

If the Council decides that the additional project mitigation, the original conditions of approval, indemnification of defense costs, and finality are in the best interests of the City, and/or if Council desires to reduce future uncertainty for the City in terms of the courts and state legislature, then the Council should consider passing proposed Resolution 03-2026 approving the Consent Agreement.

Alternatively, the Council may decide to reject the Consent Agreement. My office will then continue to determinedly defend the City and proceed with the next phases of litigation.

Sincerely,

JAMES DODGE RUSSELL & STEPHENS, P.C.

Mitchell A. Stephens

Resolution No. 03-2026

A RESOLUTION AUTHORIZING AND APPROVING THE CONSENT AGREEMENT BETWEEN PARK CITY MUNICIPAL CORPORATION (THE "CITY") AND PESKY PORCUPINE, LLC ("PESKY PORCUPINE")

WHEREAS, Pesky Porcupine owns certain property located in the City addressed and known as 220 King Road ("220 King Road");

WHEREAS, Pesky Porcupine submitted applications for a plat amendment (PL-22-05319), single family home conditional use permit (PL-22-05318), outdoor pool (PL-23-00523), steep slope conditional use permit (PL-23-05571), and an application for Historic District Design Review (PL-23-05522) (collectively, the "Applications");

WHEREAS, in August 2024, the Hermanns initiated litigation in the Third Judicial District Court pursuant Utah Code Ann. § 10-20-1109. *See Hermann v. Park City*, No. 240500344 (3d Dist. Ct. Utah) and *Hermann v. Park City*, No. 240500569 (3d Dist. Ct. Utah);

WHEREAS, in August 2024, Pesky Porcupine initiated litigation in the Third Judicial District Court pursuant to Utah Code Ann. § 10-20-1109. *See Pesky Porcupine, LLC v. Park City*, No. 240500559 (3d Dist. Ct. Utah);

WHEREAS, in an open and public meeting on January 15, 2026, the City Council considered and approved Resolution 03-2026, authorizing the City to enter into a Consent Agreement with Pesky Porcupine to settle the above litigation by affirming the Planning Commission approvals and reinstating the Director's HDDR approval with such Consent Agreement.

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

1. The recitals are incorporated herein.
2. The City Council hereby approves and authorizes the Consent Agreement between the City and Pesky Porcupine, attached as Exhibit A, in a form approved by the City Attorney.
3. This resolution shall be effective upon adoption and posting.

PASSED AND ADOPTED this 15th day of January, 2026.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Ryan Dickey

Attest:

_____
City Recorder

Approved as to form:

_____
Margaret Plane, City Attorney

EXHIBIT A TO RESOLUTION - CONSENT AGREEMENT

CONSENT AGREEMENT

BETWEEN

PARK CITY

AND

PESKY PORCUPINE, LLC

THIS CONSENT AGREEMENT ("**Agreement**") is entered into and effective as of January ____, 2026, by and between the PARK CITY MUNICIPAL CORPORATION, a municipal corporation created under the laws of the State of Utah (the "**City**"), and PESKY PORCUPINE, LLC ("**Pesky Porcupine**"). Pesky Porcupine and the City may be individually referred to as a "Party" or jointly referred to as the "Parties."

RECITALS:

History of 220 King Road

A. Pesky Porcupine owns certain property located in the City addressed and known as 220 King Road ("**220 King Road**").

B. Pesky Porcupine intends to construct a new single-family residence ("**Proposed Home**") on the Property and has submitted several land use applications to the City for the Proposed Home.

C. On May 21, 1985, Sweeney Land Company submitted an application to Park City for a Large-Scale Master Planned Development commonly known as the Sweeney Master Planned Development ("**Sweeney MPD**") that included the land that would become 220 King Road.

D. The Sweeney MPD is physically located above Old Town and is not in Old Town. Six of the lots within the Sweeney MPD are zoned HR-1 MPD (averaging 1.035 acres each) and are much larger than typical Old Town lots (which are, typically, 0.043 acres with a 25' street frontage and 75' deep).

E. The Sweeney MPD was a tradeoff with the City for large lots with unique standards in return for reduced density and the dedication of significant amounts of open space to the City.

F. The City specifically recognized those tradeoffs, and made findings regarding them, in adopting the Sweeney MPD including, but not limited to the map of the Sweeney MPD, the table of lot sizes, recognizing and discussing during the City Council's discussion of the Sweeney MPD a letter outlining the Sweeney "neighborhood."

G. The Sweeney MPD was approved on December 18, 1985, and subsequently amended on or about October 14, 1987, and December 30, 1992.

H. Consistent with the Sweeney MPD, the City Council adopted Ordinance No. 95-50 approving the Treasure Hill Subdivision Phase 1 plat ("**Original Sweeney Plat**"), creating four

single-family lots within the Sweeney MPD.

I. At that time, the Sweeney MPD properties were Zoned HR-1.

J. The HR-1 Zone, for Old Town, at that time provided, in summary, for the preservation of the present land uses and the character of the historic residential areas of Park City, encouraged the preservation of historic structures and the construction of new structures that preserve and contribute to the character of the district, and encouraged densities of development that would preserve the desirable residential environment, and also densities which are consistent with the inherent constraints on development within the narrow canyon areas and on areas that may have steep or substandard street systems.

K. 220 King Road is Lot 2 on the Original Sweeney Plat.

L. In 1990, the City rezoned the King Road parcels, including 220 King Road, from HR-1 to HR-1-MPD, signifying that the City considered that these parcels, including 220 King Road, were intentionally to be treated differently from other HR-1 Parcels.

M. The HR-1 MPD Zone differed from the HR-1 Zone in the following ways:

i. Building footprints.
ii. Building area limits
iii. Construction disturbance areas.
iv. Building heights
v. Facade heights
vi. Building massing
vii. Fire sprinklers

N. In 1997, the City Council approved an amendment to the Original Sweeney Plat by adopting the Lot 2, Phase 1 Treasure Hill Subdivision Plat, ("**Lot 2 Plat**").

History of Recent Approvals for 220 King Road

O. Beginning in 2022, Pesky Porcupine submitted applications to the City for a plat amendment (PL-22-05319), single family home conditional use permit (PL-22-05318), outdoor pool (PL-23-00523), and a steep slope conditional use permit (PL-23-05571) ("**Entitlement Applications**").

P. On January 18, 2023, Pesky Porcupine also submitted an application for Historic District Design Review ("**HDDR Application**") to the city.

Q. After discussion with the City, it was determined to consider the Entitlement Applications prior to considering the HDDR Application.

R. From time to time, Pesky Porcupine made several material revisions to the Proposed Home's design based on feedback received from the Planning Commission and the City's professional planning staff.

S. On February 14, 2024, the Planning Commission approved Pesky Porcupine's Entitlement Applications ("**Planning Commission Approvals**").

T. The Planning Commission Approvals were expressly conditioned upon Pesky Porcupine's constructing the Proposed Home consistent with the plans that had been considered and approved by the Planning Commission. True and correct copies of the Planning Commission Approvals are attached hereto as Exhibit A.

U. On March 1, 2024, Eric Hermann and Susan Fredston-Hermann (collectively, the "**Hermanns**") filed an appeal of aspects of the Planning Commission Approvals. The appeal was scheduled before the Park City Appeal Panel ("**Appeal Panel**") for decision.

V. On April 30, 2024, the Appeal Panel denied the appeal in part and remanded questions related to the applicability of Park City's Sensitive Land Overlay zone line back to the Planning Commission.

W. On June 26, 2024, the Planning Commission determined that the Sensitive Land Overlay zone did not apply to the Property and thereby addressed the Appeal Panel's questions.

X. On July 22, 2024, the Appeal Panel issued a final action letter ("**Appeal Panel Final Action Letter")** denying the Hermanns' appeal, constituting Park City's final land use decision upholding the Planning Commission Approvals. A true and correct copy of the Appeal Panel Final Action Letter is attached hereto as Exhibit G.

Y. On August 1, 2024, the Hermanns filed a petition for review regarding the final land use decision appealing the Planning Commission Approval as sustained by the Appeal Panel to the Third Judicial District Court pursuant Utah Code Ann. § 10-20-1109 in a pending case styled *Hermann v. Park City*, No. 240500344 (3d Dist. Ct. Utah) ("**CUP Suit**"), which includes all the Entitlement Applications.

Z. Pesky Porcupine has intervened in the CUP Suit as the owner of the real property at issue.

AA. After obtaining the Planning Commission Approvals, which included approval of components of the Proposed Home's design and a plat amendment, Pesky Porcupine and the City moved forward with the HDDR Application with the more specific building plans that constituted the Planning Commission Approval ("**Updated HDDR**").

BB. On August 15, 2024, the Park City Planning Director ("**Director**") held a public hearing and issued a final action letter approving the Updated HDDR with additional modifications pursuant to specified conditions of approval (the "**HDDR Approval**"). A true and correct copy of the HDDR Approval is attached hereto as Exhibit B.

CC. On August 23, 2024, Pesky Porcupine appealed certain aspects of the HDDR Approval to the Park City Board of Adjustments ("**BOA**").

DD. On August 29, 2024, the Hermanns appealed the HDDR Approval to the Park City BOA, which appeal was later withdrawn or conceded as moot.

EE. On November 12, 2024, the BOA held a public hearing.

FF. At the conclusion of the hearing, the BOA voted three to two to partially overturn the Director's approval of the Updated HDDR application and directed the City's staff to prepare findings of facts and conclusions of law supporting that decision.

GG. On November 19, 2024, the BOA issued a final land use decision in the form of a "Notice of Board of Adjustment Actions" ("**Final Action Letter**") that contained the findings of facts and conclusions of law for the BOA's decision.

HH. The BOA found that the Proposed Home did not comply with certain provision of the LMC including issues related to existing topography and character-defining site features (LMC 15-13-8(A)(1)(5); the primary façade is not compatible with surrounding historic buildings (LMC 15-13-8(B)(2)(a)(9); and retaining walls not consistent with historic retaining walls (LMC 15-13-8(B)(1)(d).

II. Pesky Porcupine filed a petition for review pursuant to Utah Code Ann. § 10-20-1109 as the property owner appealing certain aspects of the Final Action Letter. That case is styled *Pesky Porcupine, LLC v. Park City*, No. 240500559 (3d Dist. Ct. Utah) (Mrazik, J.).

JJ. The Hermanns also filed a petition for review challenging certain aspects of the Final Action Letter. That case is styled *Hermann v. Park City*, No. 240500569 (3d Dist. Ct. Utah).

KK. The two suits regarding the Final Action Letter have been consolidated into the 240500559 action, pending before the Third Judicial District Court ("**HDDR Suits**").

Claims in Dispute

LL. The claims in the CUP Suit and in the HDDR Suits have a substantial overlap.

MM. To summarize the overlapping claims in the HDDR Suits and the CUP Suit, the issues related to the approval of the design of the Proposed Home that were approved by the Planning Commission on June 26, 2024, and sustained by the Appeal Panel on July 22, 2024, involve the massing, height, floor area, parking area, glazing, roof design and slope, retaining walls and general compatibility with the historical properties below.

Council Findings

NN. The Council held a public meeting to consider this Agreement on January 15, 2026.

OO. The Council finds that the history of the land use regulations relating to 220 King Road in general and the Proposed Home in particular, including, but not limited to, the Sweeney MPD, the Original Sweeney Plat, the rezoning from HR-1 to HR-1 MPD , the Lot 2 Plat, the mapping and re-mapping of the Sensitive Lands Ordinance, and other factors, distinguish the actual entitlements and applicable law related to 220 King Road within the context of the Sweeney MPD and character area, as specified during the Planning Commission and HDDR review. Application of historic regulations most typically applied to very small lots must be applied to the Proposed Home in the context of the above history and applicable prior approvals.

PP. The Council finds that reasonable people, including members of the land use authorities who considered the application for the Proposed Home, may come to different conclusions about the best way to apply the above history and the various land use regulations in this case, and that this Consent Agreement is in the best interest of the City. Nothing herein shall be construed as a new land use regulation as the City Council hereby determines to re-institute the prior approvals by the initial land use authorities consistent with the Land Management Code.

QQ. The Council finds that the Proposed Home as approved by the HDDR Approval, and the Planning Commission Approvals as upheld by the Appeal Panel on July 22, 2024, substantially and materially comply with the letter, spirit, and intent of the various land use regulations that may be applicable to the Proposed Home.

Consent Agreement Considerations

RR. The Parties are authorized under Utah Code Ann. § 10-20-1110 (2025), to enter into a consent agreement to settle litigation initiated under Section 1109 regarding land use decisions with a property owner.

SS. The City acknowledges that pursuant to case law and Utah Code Ann. § 10-20-901 (2025), ambiguities in applicable land use regulations are required to be construed in favor of the landowner making the application to develop the landowner's private property.

TT. The Parties desire to enter into this Agreement to settle the CUP Suit and the HDDR Suits and replace prior final land use approvals with this Consent Agreement.

UU. By Resolution 03-2026, the City Council approved the execution of this Consent Agreement on the terms set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and in order to settle and resolve the HDDR Suits and the CUP Suit, and the mutual covenants and promises set forth herein, the receipt and sufficiency of which the Parties hereby acknowledged, the Parties agree to the following:

1. **Settlement**. The Parties hereby settle the disputes as between them on the following grounds. Pesky Porcupine agrees to dismiss Pesky Porcupine's claims in the HDDR Suits in exchange for the City agreeing to settle its claims in the HDDR Suits and hereby approves the Proposed Design, as further described below, pursuant to the City's authority under Utah Code Ann. § 10-20-1110. This settlement (i) constitutes a settlement of the claims in the CUP Suit and effects a City-approved exception of any alleged variations or inconsistencies between the applicable standards and legal requirements and the approvals confirmed herein; (ii) resolves all of the claims in the HDDR Suits and CUP Suit because the substantive land use decisions the Hermanns challenged have been replaced by this Agreement, thereby mooting the lawsuits; and (iii) re-institutes a final land use decision, as that term is defined in Utah Code Ann. § 10-20-102, approved by the City Council by the above-referenced resolution. Nothing in this Agreement shall constitute a precedent for other development within the City and does not affect the rights of other parties to make land use applications or obtain land use approvals on any property other than the

Property.

2. **Approval of Design.** The Planning Commission Approvals, which set forth the approved design of the Proposed Home, which approval was confirmed by the Planning Commission on June 26, 2024, and sustained by the Appeal Panel on July 22, 2024, is hereby deemed fully approved by the City, subject to the requirements in Subsection 2.1 – 2.3 below:

2.1. **HDDR Approval.** The Planning Commission Approvals are modified by the requirements of the HDDR Approval. Specifically, the modifications are an adjustment to a roof overhang and glazing on certain windows as more particularly described in the attached Exhibit B.

2.2. **Driveway**. The approved design for the driveway, which has been further engineered and developed based on the Planning Commission Approvals, is set forth on Exhibit C. No part of the foregoing approval allows activities outside of the driveway easement held by Pesky Porcupine for the benefit of and constituting a right benefiting the Property.

2.3. **Additional Mitigation**. To further mitigate impacts associated with the Planning Commission Approval, and the impacts associated with the Proposed Home, Pesky Porcupine agrees to perform the following additional mitigation beyond what was required by the Planning Commission and HDDR Approvals:

2.3.1. **Additional Landscaping**. Pesky Porcupine has agreed to install additional landscaping to further mitigate any visual impact as depicted on the attached Exhibit E. The landscaping shall be installed in phases, and as early as is reasonably possible given the timing associated with installing water service and the areas on the Property being available for landscaping after such areas are no longer needed for lay down, material storage, and other construction activities. The supplemental landscaping required by this Agreement shall be installed within setbacks and outside of depicted limits of disturbance, as further detailed and depicted on Exhibit E. The additional and supplemental landscaping will provide visual mitigation and cause benefits that will inure to the benefit of the community.

2.3.2. **Road Safety Improvements**. To mitigate impacts associated with construction to certain public and private road segments, Pesky Porcupine shall install, at times requested by and coordinated with the City's engineer, improvements on right-of-way or property owned by the City in the areas shown on the attached Exhibit F, but no later than prior to the issuance of a certificate of occupancy for the residence on the Property.

3. **Issuance of Permits.** The City will issue building permits as necessary for the construction of the Proposed Home, including the driveway, so long as the plans for the permits comply with the designs approved by Section 2 and other generally applicable standards, including, but not limited to, the currently adopted and any updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or other similar construction or safety related codes adopted pursuant to Title 15A, Chapters 1 through 6 of the Utah Code. Any time limitations associated with the Proposed Home and associated approvals are tolled to restart

with execution of this Consent Agreement, provided Pesky Porcupine continues to pursue development and construction activity with reasonable diligence.

4. **Extensions/Validity of Prior Approvals**. The Planning Commission Approvals and HDDR Approval, as modified and replaced as described herein, are recognized as being presently valid and any claims that those approvals have lapsed or expired are hereby denied and moot.

5. **Consent Agreement**. The Parties shall submit the Consent Agreement to the Third Judicial District Court in the CUP Suit and the HDDR Suits memorializing this Agreement in the form attached hereto as Exhibit D.

6. **Indemnification and Defense**. Pesky Porcupine shall indemnify, defend, and hold the City harmless from any and all legal challenges in state or federal court arising from or relating to this Agreement, the CUP Suit, the HDDR Suits, and/or any related appeals by third parties. In any such challenge, the City shall be entitled to retain its own counsel to assist in the defense of this Agreement and/or the Consent Agreements and the reasonable cost of that defense shall be paid for by Pesky Porcupine. Pesky Porcupine further covenants to indemnify, defend, and hold the City harmless from any and all legal challenges related to any approval of access or development activity on parcels owned by affiliates of Pesky Porcupine, namely the property known as 233 Norfolk Avenue and the property currently known as 209 Norfolk Avenue and which will in the future be known as 215 Norfolk Avenue and 209 Norfolk Avenue. In any such challenge as to the aforementioned Norfolk Avenue properties the City shall be entitled to retain its own counsel and the reasonable cost of that defense shall be paid for by Pesky Porcupine.

7. **Notices**. Any notice required or permitted to be given hereunder shall be deemed sufficient only if given in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage prepaid, and certified and addressed as follows:

To Pesky Porcupine:	Pesky Porcupine, LLC c/o Snell & Wilmer Attn: Wade Budge 15 West South Temple, Suite 1200 Salt Lake City, UT 84101
And	Bruce R. Baird Bruce R. Baird, PLLC 2150 South 1300 East, Suite 500 Salt Lake City, UT 84106
To Park City:	Park City Attn: Mayor 445 Marsac Ave. PO Box 1480 Park City, UT 84060
With a Copy to:	Park City Attn: City Attorney

445 Marsac Ave.
PO Box 1480
Park City, UT 84060

And

James Dodge Russell & Stephens P.C.
Attn: Mitch Stephens
545 E. 300 S.
Salt Lake City, UT 84102

8. **Miscellaneous**.

8.1. **No Third-Party Beneficiary.** This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors, heirs, and assigns. No other party shall have any right of action based upon any provision of this Agreement, whether as third-party beneficiary or otherwise. There are no third-party beneficiaries to this Agreement.

8.2. **Counterparts**. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all Parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

8.3. **Binding Effect.** The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors, heirs, and assigns.

8.4. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

8.5. **Entire Agreement and Integration.** This Agreement constitutes the entire agreement between the Parties regarding the settlement of the dispute regarding the CUP and HDDR Application addressed herein, and any previous agreements, understandings, and negotiations on that subject shall cease to have any effect.

8.6. **Cooperation.** The Parties agree to cooperate in drafting, signing, executing, filing, recording, and otherwise carrying out any further documents that may be necessary to effectuate the terms of this Agreement.

8.7. **Interpretation.** This Agreement has been reviewed and revised by legal counsel for both Pesky Porcupine and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The Parties agree that principles of *contra proferentem* and similar legal doctrines shall not apply to this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

8.8. **Further Assurances, Documents and Acts.** Each Party agrees to cooperate in good faith with the others and to execute and deliver such further documents and to take

all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by laws and regulations.

8.9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, regardless of any choice of law provisions.

8.10. **Limited Termination Option.** Parties acknowledge that Pesky Porcupine has the option, in the event of any challenge of any sort to this Agreement or its approval, to terminate this Agreement by delivering written notice to the City, no later than six (6) months after the execution of this Agreement. Such termination shall not eliminate Pesky Porcupine's indemnity obligations pursuant to Section 6 of this Agreement or require reimbursement of any amounts paid pursuant thereto.

8.11. **Severability.** In the event any provision of this Agreement is held or determined to be invalid, void, unenforceable, or in violation of law or public policy, that provision shall be severed from this Agreement, and the remainder shall be given force and effect to the fullest extent permissible and consistent with the terms and provisions of this Agreement and shall bind the Parties and their successors, heirs, and assigns.

8.12. **Modification**. This Agreement may not be amended, modified, or repealed in whole or in part except in a writing signed by all the Parties. Any amendment to this Agreement must be approved pursuant to a vote of the City's City Council, taken with the same formality as the vote approving the Resolution subject to this Agreement.

8.13. **Resolution**. The City is authorized to execute this Agreement on behalf of the City pursuant to Title 10, Chapter 20, Section 1110, Utah Code Ann., Resolution # 03-2026 shall be adopted by the City Council at a public meeting on January 15, 2026 to bring full legal force and effect to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the Parties have subscribed their names hereon and caused this Agreement to be duly executed on the _____ day of January, 2026.

PESKY PORCUPINE, LLC

By: _____
Name: _____
Its: _____

PARK CITY MUNICIPAL CORPORATION

By: _____
Name: _____
Its: _____

Attest

_____
Park City City Recorder

EXHIBIT A
(Planning Commission Approvals)

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

February 21, 2024

Pesky Porcupine, LLC

CC: Wade Budge with the Law Offices of Snell & Wilmer

NOTICE OF PLANNING COMMISSION ACTION

Description

Address:	220 King Road Lot 2, Phase I of the Treasure Hill Subdivision Sweeney Master Planned Development
Zoning District:	Historic Residential – 1 Sensitive Land Overlay
Applications:	PL-22-05318 – Conditional Use Permit, Single-Family Dwelling PL-22-05319 – Plat Amendment PL-23-05523 – Outdoor Pool PL-23-05571 – Steep Slope Conditional Use Permit
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	February 21, 2024
Project Summary:	The Applicant proposes to demolish a 4,235-square-foot Single-Family Dwelling and 4,189-square-foot Guest House, to construct a: o A Single-Family Dwelling with: ▪ Approximately 7,461 square feet of finished space. ▪ Approximately 5,898 square feet of unfinished space. ▪ Approximately 1,690 square feet of terrace/patio area. o A 1,103-square-foot Accessory Building. o A 243-square-foot Swim Spa. o A 4,794-square-foot Underground Parking Area.

The Applicant proposes to amend Plat Notes 1 (Footprint), 4 (Height), 5 (Façade Height, Easterly Facing), and 9 (Precedence) of the Lot 2, Phase I Treasure Hill Subdivision, and shift Plat Note 9 (Precedence) to Plat Note 1 and add Plat Notes 10, 11, 12, and 13 to the Second Amendment for Lot 2, Phase 1 Treasure Hill Subdivision, and to shift the Building Area Limits to accommodate the proposed project.

Action Taken

On February 14, 2024, the Planning Commission conducted a public hearing and approved the Second Amendment for Lot 2, Phase 1, Treasure Hill Subdivision, amending Plat Notes 1 (Footprint), 4 (Height), 5 (Façade Height, Easterly Facing), and 9 (Precedence) of the Lot 2, Phase I Treasure Hill Subdivision, shifting Plat Note 9 (Precedence) to Plat Note 1 and adding Plat Notes 10, 11, 12, and 13 to the Second Amendment for Lot 2, Phase 1 Treasure Hill Subdivision, and shifting the Building Area Limits to accommodate the proposed project. The Planning Commission conducted a public hearing and approved the Conditional Use Permit for a Single-Family Dwelling and Outdoor Pool and the Steep Slope Conditional Use Permit for the project according to the following findings of fact, conclusions of law, and conditions of approval:

The January 24, 2024 and February 14, 2024 staff reports and meeting minutes are incorporated herein.

Plat Amendment
File No. PL-22-05318

Findings of Fact

1. The Applicant has proposed a new plat entitled the Second Amendment for Lot 2, Phase 1, Treasure Hill Subdivision ("Amended Plat"), a copy of which is attached hereto as Exhibit A, which will amend the existing Lot 2, Phase I Treasure Hill Subdivision Plat, including the Amended Plat's notes which are attached hereto as Exhibit B.

2. On July 18, 2022, the applicant Pesky Porcupine LLC ("Applicant") submitted an application for a proposed subdivision plat amendment in connection with a proposed single-family residence to be constructed on the Summit County, Utah Tax Parcel No. THILL-2-AM (the "Property").

3. The Property is located within the Sweeney Properties Master Plan Development that was approved December 18, 1985, as amended on October 20, 1987 (as amended, the "Amended Sweeney Properties MPD"). The Property is also platted within the First Amended Lot 2, Phase 1, Treasure Hill Subdivision of record with the Summit County Recorder's Office ("Treasure Hill Subdivision Plat").

4. The Property is currently being used for one single-family residence and one guest house that the Applicant intends to demolish to construct a new single residence.

5. The Amended Plat differs from the Treasure Hill Subdivision Plat in two ways. First, the Amended Plat modifies plat note 1 on the Treasure Hill Subdivision Plat to align with the Amended Sweeney Properties MPD approval conditions and other phases within the Amended Sweeney Properties MPD. Second, the Amended Plat modifies the buildable area by reducing the overall buildable area and relocating a portion thereof to the west side of the Property, as depicted on the attached Amended Plat.

6. The Applicant submitted all materials required by the Park City Land Management Code ("LMC") for the proposed plat amendment.

7. The Planning Commission has authority to act as the land use authority to approve the Amended Plat pursuant to LMC § 15-7-7.

8. After carefully reviewing the Amended Plat, the Amended Sweeney Properties MPD approval documents, other materials presented by the Applicant, and input received by the Applicant, City staff, and the public in a public hearing, the Planning Commission has determined that good cause exists for amending the Treasure Hill Subdivision Plat via the Amended Plat as more fully specified below. *See* Utah Code § 10-9a-609(1)(a).

9. The Planning Commission further concludes that no public street or municipal utility easement is being vacated or amended by the Amended Plat. *See* Utah Code § 10-9a-609(1)(b).

10. The Planning Commission expressly finds this approval is limited to the Amended Plat of the Amended Sweeney Properties Master Planned Development, and as such shall not create any precedent nor interpretation of general applicability in the Historic Residential-1 Zoning District, for current Land Management Code regulations, or other plat amendments.

Additional Findings

11. The Planning Commission, as the land use authority, finds that there is good cause to approve the Amended Plat based on the following:

a. Note 1 of the Treasure Hill Subdivision Plat contains a development limitation that buildings must have a building footprint of 3,500 square feet or less. That allowable building footprint includes garages but does not include:

i. Decks which are open on at least two sides (but which may have railings as required), covered or uncovered, and which do not have above grade living space below or above them;

ii. Exterior walkways;
iii. Exterior stairs; and
iv. Driveways.

Note 1 was included on the Treasure Hill Subdivision Plat but was not imposed upon the Property via the Amended Sweeney Properties MPD. Other subdivisions within the Amended Sweeney Properties MPD define "building footprint" more broadly and nothing within the Amended Sweeney Properties MPD requires the Treasure Hill Subdivision Plat's more restrictive definition.

b. The Amended Plat also contains a building footprint limitation of 3,500 square feet or less. The allowable building footprint includes garages but does not include:

i. Decks which are open on at least two sides (but which may have railings as required), covered or uncovered, and which do not have above grade living space below or above them;
ii. Exterior walkways;
iii. Exterior stairs;
iv. Driveways; and
v. That portion of any carport, mechanical space, or living space that is located below existing grade and which has landscaping or deck (as provided in (1(A)) located above it.

c. The Amended Plat's development limitation is more consistent with the Amended Sweeney Properties MPD approval as the building footprint limitation was intended to limit the visual impact of development and subgrade improvements, excluded under the Amended Plat, have a de minimis visual impact on adjacent uses.

d. The overall buildable area of the Treasure Hill Subdivision Plat is 490 square feet larger than the buildable area of Amended Plat. The Amended Plat removes buildable area from portions of the Property that are visible to downtown Park City and relocates such buildable area to the west side of the Property to reduce the visual impact of the buildable area.

e. The Planning Commission finds that good cause exists, *see* LMC §§ 15-15-1 & 15-7.1-3.B, for amending the Treasure Hill Subdivision Plat based on the following:

i. The Amended Plat resolves an existing non-conformity as the two residential units constructed on a single lot will be demolished in favor of a single residential unit on a single lot.

ii. The Amended Plat preserves the character of the neighborhood and Park City as the Amended Plat is more consistent with the Amended Sweeney Properties MPD approval.

iii. Reducing the buildable area and relocating a portion of the buildable area will reduce the visual impact of the Property's development. This is consistent with best planning and design practices.

iv. The Amended Plat facilitates the construction of a single residence in place of one residence and one guest house that are presently used as short-term rentals. Demolishing the two existing short-term rentals reduces the overall density of the area, alleviates traffic, decreases utility usage, minimizes noise and light pollution, and is more consistent with neighboring uses.

v. The Amended Plat facilitates the termination of the existing short-term rentals. This furthers the health, safety, and welfare of the Park City community as it will decrease the number of unknown persons in the community and increase the overall sense of community by housing long-term residents.

f. The Amended Plat includes all existing public streets and municipal utility easements and does not propose to vacate or amend the same.

Conclusion

Based on the foregoing, good cause exists to approve the Amended Plat as it satisfies the requirements of Utah Code § 10-9a-609(1) and LMC § 15-7-7. The Planning Commission concludes it is appropriate to approve the Amended Plat.

Conditions of Approval

The Conditional Use Permit and Steep Slope Conditional Use Permit Conditions of Approval below are incorporated herein.

Exhibit A
Amended Plat to be Updated to Reflect Exhibit B

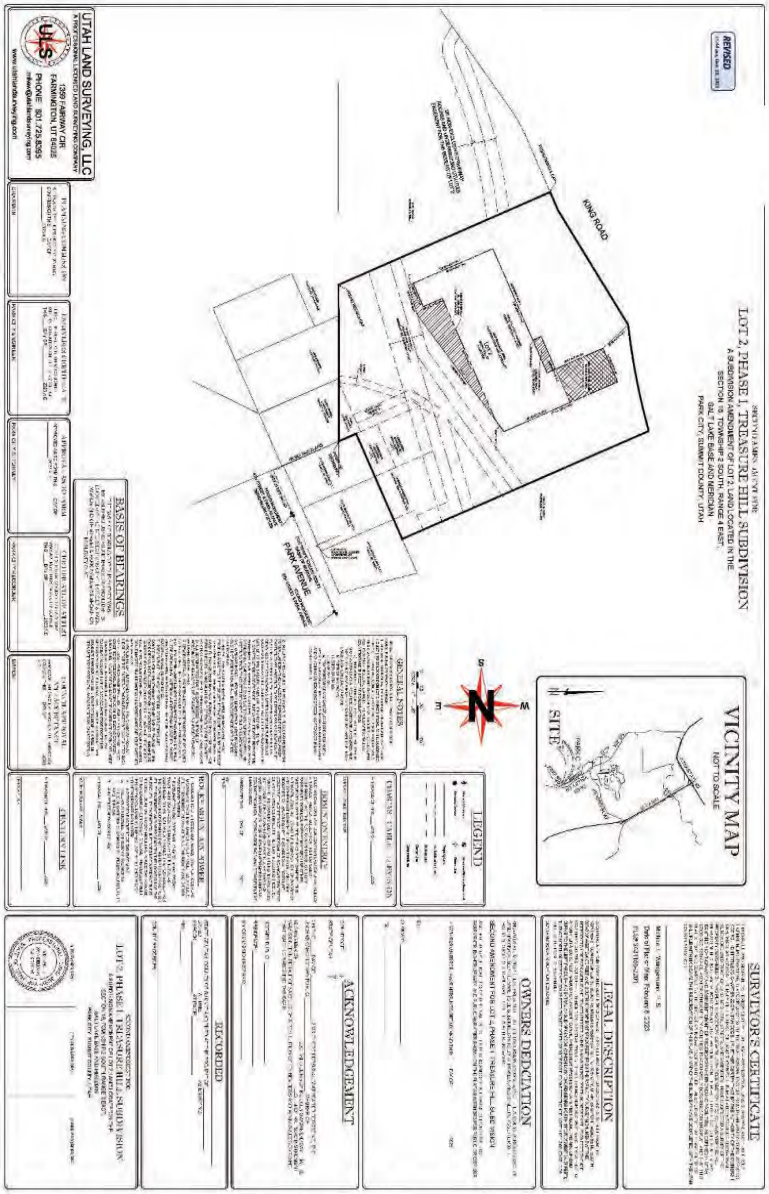

Exhibit B
Amended Plat Notes

SPECIAL RESTRICTIONS FOR SINGLE FAMILY HOMES TO BE CONSTRUCTED AS SHOWN HEREON:

1. PRECEDENCE. THE BELOW SPECIAL RESTRICTIONS ARE CONSISTENT WITH THE SWEENEY MASTER PLAN APPROVED BY THE PARK CITY MUNICIPAL CORPORATION ON OCTOBER 16, 1986 AND AS SUBSEQUENTLY AMENDED ON OCTOBER 14, 1987 AND DECEMBER 30, 1992. FINAL HOUSE DESIGN SHALL BE REVIEWED UNDER THE CONDITIONAL USE PERMIT PROCESS IN ACCORDANCE WITH THE SWEENEY MASTER PLAN.

2. FOOTPRINT. THE RESIDENTIAL FOOTPRINT OF THE DWELLING ("MAIN HOUSE"), TO BE LOCATED ON THE SECOND AMENDMENT FOR LOT 2, PHASE I, TREASURE HILL SUBDIVISION (THE "LOT"), SHALL BE CALCULATED FROM THE OUTSIDE FACE OF WALLS ON ANY SINGLE LEVEL, AND A MAXIMUM OF THREE THOUSAND FIVE HINDERED (3,500) SQUARE FEET FOOTPRINT INCLUDING GARAGES. THE FOLLOWING SHALL NOT COUNT TOWARD THE FOOTPRINT CALCULATIONS:

a) DECK WHICH IS OPEN ON AT LEAST TWO SIDES, BUT WHICH MAY HAVE RAILINGS AS REQUIRED, COVERED OR UNCOVERED, AND THAT DOES NOT HAVE ABOVE-EXISTING NATURAL GRADE OR LIVING SPACE LOCATED BELOW OR ABOVE IT;
b) EXTERIOR WALKWAYS;
c) EXTERIOR STAIRS;
d) DRIVEWAY; AND
e) THAT PORTION OF ANY CARPORT, MECHANICAL SPACE, PARKING AREA, OR LIVING SPACE THAT IS LOCATED BELOW EXISTING GRADE AND WHICH HAS LANDSCAPING OR DECK (AS PROVIDED IN 1(A)) LOCATED ABOVE IT.

3. BUILDING AREA LIMITS. IMPROVEMENTS, INCLUDING FENCES AND FORMAL LANDSCAPING (UNLESS OTHERWISE PERMITTED UNDER EASEMENTS OR AGREEMENTS OF RECORD OR AS SHOWN ON THE PLAT OR AS CONSISTENT WITH THE APPROVED CONSTRUCTION DRAWINGS OF THE DRIVEWAYS, UPPER NORFOLK TURNAROUND, KING ROAD TURNAROUND, SKI BRIDGE AND UTILITY PLANS) SHALL BE LIMITED TO THE BUILDING AREA LIMITS NOTED ON THE PLAT.

4. CONSTRUCTION DISTURBANCE. UNLESS OTHERWISE PROVIDED IN AGREEMENTS WITH PARK CITY MUNICIPAL CORPORATION WHICH ARE OF RECORD, TEMPORARY CONSTRUCTION DISTURBANCE SHALL BE LIMITED TO TWENTY (20) FEET BEYOND THE BUILDING AREA LIMITS OR TO ADJOINING LOT PROPERTY LINES WHICH EVER IS CLOSER.

SUCH DISTURBED AREA SHALL BE REVEGETATED WITH NATIVE LANDSCAPING.

5. HEIGHT. THE BUILDING HEIGHT SHALL BE MEASURED FROM EXISTING GRADE TO THE TOP OF THE FLAT ROOFS AND TO THE RIDGE OF PITCHED ROOFS. THE MAXIMUM HEIGHT, IN GENERAL, SHALL BE TWENTY -FIVE (25) FEET FOR FLAT ROOFS AND THIRTY (30) FEET FOR PITCHED ROOFS. A MAXIMUM HEIGHT OF TWENTY EIGHT (28) FEET FOR FLAT ROOFS AND THIRTY-THREE (33) FEET FOR PITCHED ROOFS SHALL BE PERMITTED FOR THE EXPRESSED PURPOSE OF ACCOMMODATING ACCESS AND LIGHT FEATURES NO GREATER THAN 24 FEET IN LENGTH, I.E. STAIRWELLS AND/OR ELEVATORS, BETWEEN FLOOR LEVELS. IN ACCORDANCE WITH THE SWEENEY MPD, WHICH WAS APPROVED BY THE PARK CITY MUNICIPAL CORPORATION ON OCTOBER 16, 1986, AND AS SUBSEQUENTLY AMENDED ON OCTOBER 14, 1987 AND DECEMBER 30, 1992, BUILDING HEIGHT SHALL ONLY BE MEASURED AS OUTLINED IN THIS PLAT NOTE #4.

6. FACADE HEIGHT, EASTERLY FACING. THE MAXIMUM FACADE HEIGHT FOR THE EASTERLY FACING FACADES WITHOUT A STEP BACK OR STEP OUT OF AT LEAST FIVE (5) FEET SHALL BE TWENTY FIVE (25) FEET FROM EXISTING OR REESTABLISHED GRADE WHICHEVER IS GREATER.

7. MASSING. HOUSE DESIGNS MAY BE COMPRISED OF ONE OR MORE CONNECTED OR UNCONNECTED BUILDING MASSES. NO ONE BUILDING MASS WITHIN THE 3,500 SQUARE FOOT FOOTPRINT REFERENCED IN NOTE 1 ABOVE, SHALL HAVE A FOOTPRINT THAT EXCEEDS 1,500 SQUARE FEET. MASSING ELEMENTS SHALL BE
SEPARATED BY HORIZONTAL AND/OR VERTICAL FACADE BREAKS.

8. SEWER LATERALS. MAINTENANCE AND REPLACEMENT OF SEWER LATERALS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) AND NOT THAT OF SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT.

9. FIRE SPRINKLING. INTERNAL AND EXTERNAL MODIFIED 13d FIRE SPRINKLERS SHALL BE PROVIDED FOR THE HOME. WOOD ROOFING MATERIAL SHALL BE PROHIBITED.

10. EXTERIOR LIGHTING. ALL EXTERIOR LIGHTING SHALL BE DOWN DIRECTED AND FULLY SHIELDED WITH BULBS 3,000 DEGREES KELVIN OR LESS. FLOOD LIGHTS ARE PROHIBITED. OUTDOOR LIGHTS SHALL NOT BE INSTALLED MORE THAN 12 FEET ABOVE EXISTING GRADE. GROUND-LEVEL FIXTURES SHALL BE FULLY SHIELDED.

11. GLAZING. SIXTY PERCENT (60%) OF THE EASTERN FACING FAÇADE IS PERMITTED TO BE GLAZING AND LIGHTING IMPACTS FROM THE EASTERN

FACING FAÇADE SHALL BE MITIGATED BY INTERIOR FIXTURES DESIGNED TO MINIMIZE DIRECT VISIBILITY OF THE LIGHTING ELEMENT FROM RESIDENCES WITHIN 1/3 MILE OF THE RESIDENCE.

12. CONTINGENT UPON A STEEP SLOPE CONDITIONAL USE PERMIT APPROVAL BY THE PLANNING COMMISSION, DETACHED BELOW GRADE ACCESSORY BUILDINGS. BELOW GRADE ACCESSORY BUILDINGS ARE PERMITTED WITHIN THE BUILDABLE AREA. THE FOOTPRINT OF A DETACHED BELOW GRADE ACCESSESORY BUILDING DOES NOT COUNT TOWARDS THE FOOTPRINT AREA OF THE DWELLING AS ALLOWED IN NOTE #1.

13. USE OF RESIDENTIAL STRUCTURE. ANY RESIDENCE CONSTRUCTED AFTER THE DATE OF THIS AMENDMENT SHALL ONLY BE USED AS A SINGLE-FAMILY RESIDENCE. THE NEW RESIDENCE SHALL NOT BE USED AS A CONDOMINIUM, TIME INTERVAL OWNERSHIP, FRACTIONAL OWNERSHIP, OR NIGHTLY RENTALS. HOME OCCUPATIONS SHALL BE PERMITTED IN ACCORDANCE WITH LMC § 15-4-3.

Conditional Use
File No. PL-22-05319
File No. PL-23-05523
[220 King Residence and Outdoor Pool]

Findings of Fact

1. On July 18, 2022 the applicant Pesky Porcupine LLC ("Applicant") submitted an application and paid the required fee for a conditional use permit in connection with a proposed single-family residence (the "Residence") to be constructed on the Summit County, Utah Tax Parcel No. THILL-2-AM (the "Property").

2. The Property is located within the Sweeney Properties Master Plan Development that was approved December 18, 1985, as amended on October 20, 1987 (as amended, the "Amended Sweeney Properties MPD"). The Property is also platted within the First Amended Lot 2, Phase 1, Treasure Hill Subdivision of record with the Summit County Recorder's Office ("Treasure Hill Subdivision Plat"), as amended.

3. Condition No. 3 of the Amended Sweeney Properties MPD requires that the Planning Commission and Park City's staff review proposed development on King Road as a conditional use and ensure that the design of structures will minimize visual impact on adjacent property.

4. The Property is currently being used for one single-family residence and one guest house, that the Applicant intends to demolish to construct the new Residence.

The existing single-family residence and guest home have been used for short-term rentals.

5. The application is for the construction of the Residence ("Residence CUP") as required by Condition No. 3 of the Amended Sweeney Properties MPD.

6. The Planning Commission has authority to act as the land use authority for the Residence CUP. *See* Condition No. 3 of the Amended Sweeney Properties MPD; LMC § 15-1-10.D.

7. The Applicant submitted all the materials required by the LMC for the Residence and outdoor pool CUP and presented in a public hearing regarding the proposals set forth in Residence CUP application.

8. The Planning Commission, after carefully considering the site plan attached hereto as Exhibit C and other design materials, the Applicant's submittals, and the Applicant's presentation at the public hearing, has determined that the Residence was designed to minimize visual impact on adjacent property owners.

Additional Findings

9. The Planning Commission, as the land use authority, finds that the proposed Residence CUP is in compliance with the standards in LMC § 15-1-10.E, as applied pursuant to the Amended Sweeney Properties MPD. Specifically, the Residence:

a. As applied pursuant to the Amended Sweeney Properties MPD, is an appropriate size and location for the Property. *See* LMC § 15-1-10.E.1 This finding is supported further as follows:

i. The Property is notably larger than most of the other buildable lots in the Amended Sweeney Properties MPD. The ratio of lot size to the Residence is significantly smaller than neighboring residences.

ii. The Property's buildable area is being reduced by approximately 490 square feet concurrently with this approval. The Residence will be located within the reduced buildable area.

iii. The Residence will be adequately setback and buffered from the surrounding properties. The nearest adjacent residence is approximately 120 feet away.

b. Addresses traffic considerations including the capacity of the existing streets in the area. *See* LMC § 15-1-10.E.3. This finding is supported as follows:

i. The new residence will utilize the same access point as the existing homes. No additional traffic or traffic impacts will result from the new residence. In fact, traffic impacts will be decreased as two homes have more traffic than the single Residence.

ii. The capacity of the existing streets is sufficient to accommodate the new residence and no traffic impact study was necessary.

c. Has sufficient utility capacity, including storm water run-off. *See* LMC § 15-1-10.E.3. This finding is supported as follow:

i. All utilities on the Property were installed with the existing houses and are adequate to service the existing houses.

ii. The Residence will decrease utility usage by utilizing more efficient construction materials and by replacing one existing home and one existing guest house used as short-term rentals.

iii. All storm water run-off from new impervious surfaces will be retained onsite.

d. Provides adequate emergency vehicle access. *See* LMC § 15-1-10.E.4. Specifically, the Residence has been designed to meet all emergency vehicle access and driveway slope requirements as set forth in the LMC, including by providing a fire turnaround in the underground parking area.

e. Provides adequate off-street parking. *See* LMC § 15-1-10.E.5. Specifically, the Residence provides at least two off-street parking stalls as required by LMC § 15-3-6(A).

f. Provides sufficient internal vehicular and pedestrian circulation system. *See* LMC § 15-1-10.E.6. This finding is supported as follow:

i. Vehicles accessing the Property will continue to use existing access points from King Road. The Residence is designed such that vehicles can turnaround and park via the private driveway and the underground parking area.

ii. There is minimum pedestrian traffic in the area as the public roadways do not have sidewalks. There is a 10' public non-motorized bike, pedestrian trail, and ski easement on the Property for the benefit of a neighboring property. No change is being proposed to those easements.

g. Provides fencing, screening, and landscaping to separate the use from adjoining uses. *See* LMC § 15-1-10.E.7. This finding is supported as follow:

i. The existing fencing, screening, and landscaping for the existing houses is adequate to separate the use from adjoining uses. No additional fencing is being proposed by the Applicant.

ii. New landscaping will consist of native grasses and trees and existing vegetation will be maintained and managed.

iii. Perimeter vegetation will continue to provide a visual barrier to the Property and mitigate visual impact.

h. As applied pursuant to the Amended Sweeney Properties MPD, is appropriately massed, bulked, and oriented, on the site. *See* LMC § 15-1-10.E.8. This finding is supported as follow:

i. The Residence has been intentionally designed to break up the perceived mass and follows the plat notes relative to massing. Specifically, the plans show the Residence: (i) broken up into at least four (4) massing elements that are each less than 1,500 square feet; (ii) have an overall footprint of less than 3,500 square feet, as measured by the definition on the second amended subdivision plat; and (iii) complies with the seconded amended subdivision plat.

ii. The site is designed to respect the existing topography and site features such as existing trees and vegetation. Cut, fill, and retaining wall areas will be located behind the Residence to minimize any visible impact on neighboring uses.

iii. The Residence meets the height limitation stated on the second amended subdivision plat.

i. Contains usable open space. *See* LMC § 15-1-10.E.9. Specifically, the new residence does not substantially change the existing site's open space. All existing landscape easements will be maintained.

j. Contains no signs but will provide appropriate lighting. *See* LMC § 15-1-10.E.10. The Property will comply with the city's outdoor lighting requirements found at LMC § 15-5-5(J).

k. As applied pursuant to the Amended Sweeney Properties MPD, is physically designed to be compatible with surrounding structures. *See* LMC § 15-1-10.E.11. Specifically, the Residence is consistent with other single-family residences within the Amended Sweeney Properties MPD.

l. Does not produce noise, vibration, odors, steam, or other mechanical factors that would affect people or off-site property. *See* LMC § 15-1-10.E.12.

m. Properly controls delivery and service vehicles, loading and unloading zones, and screens trash and recycling pickup areas. *See* LMC § 15-1-10.E.13. Specifically, a vehicle control gate will control access to delivery and service vehicles, and the Property is adequately sized to park delivery and service vehicles without impacting adjoining uses.

n. Will not be used as a condominium, time interval ownership, fractional ownership, nightly rental, or for a commercial use. *See* LMC § 15-1-10.E.14. Indeed, the Property will be used only as a single-family residence and the short-term rental uses on the existing home and guest house will be terminated.

o. Is appropriately situated on the existing topography of the Property. *See* LMC § 15-1-10.E.15. This finding is supported as follow:

i. The site is already adequately graded to support the existing houses and minimal additional grading will be required for the Residence.

ii. For the reasons discussed below, a steep slope conditional use permit will be issued for the very steep slope disturbance.

p. Is consistent with the goals and objectives of the Park City General Plan. *See* LMC § 15-1-10.E.16. This finding is supported as follow:

i. The existing houses to be demolished are not historically significant.

ii. The proposed design of the Residence is consistent with the design criteria contemplated by the Amended Sweeney Properties MPD approval.

10. The Planning Commission finds that for the reasons above, the Residence will not have a detrimental impact on surrounding uses. The Planning Commission further finds that by terminating the existing short-term rental uses of the home and guest house currently existing on the Property, the Residence will have a reduced overall impact on surrounding uses.

11. As discussed below, the Applicant has agreed to self-impose certain conditions on the Property to minimize any potential detrimental effects that may result

from the proposed use. The Planning Commission finds that these conditions adequately mitigate any potential detrimental effects that may result from the Residence.

Conclusion

Based on the foregoing, and subject to the conditions listed below, the Residence and Outdoor Pool CUP applications meet the standards and requirements of the LMC as applied pursuant to the Amended Sweeney Properties MPD, including the criterial for approving a conditional use per LMC § 15-1-10.E and 10-9A-507, Utah Code Ann. The Planning Commission concludes it is appropriate to issue the Residence CUP subject to the below conditions, each of which will mitigate any reasonably anticipated detrimental effects associated with the Residence.

Conditions

The use approved by the Residence and outdoor pool CUP is conditioned upon the following:

A. Final building plans shall reflect substantial compliance with the plans approved February 14, 2024, by the Planning Commission, and attached as Exhibit D. Any changes modifications, or deviations from the approved design that have not been approved in advance by Park City's Planning and Building Departments may result in a stop work order.

B. The Applicant is responsible for notifying the Planning and Building Departments prior to proposing any changes to this approval. The Applicant shall submit in writing any changes, modifications, or deviations from the approved scope of work for planning review and approval/denial in accordance with the applicable standards prior to construction. Unfinished space indicated on plan sheets A2.10 and A2.20 of the approved plan set is limited to concrete floors, utilities, mechanical equipment, and storage. Future modifications to this unfinished space shall be reviewed by the Planning Commission in accordance with the Conditional Use Permit process.

C. The current access point of King Road must be maintained, and no new access points are allowed. The driveway width within the platted easement on 200 King Road and within the setbacks required for 220 King Road shall not exceed 12 feet in width, unless required by the Park City Fire District to accommodate turning radius and emergency vehicles.

D. The Applicant shall include in their Construction Mitigation Plan (CMP), in addition to Municipal Code of Park City Section 11-14-4(H), a specific plan for all soil exporting. Soil shall be transported uphill on King Road to an approved site for deposit. Time of operations, location of deposit site, total cubic yards to be exported, and number of trips hauling shall be outlined and regulated through the CMP. If the property owner of an approved site for deposit will not accept the excavated soils, the applicant will submit an alternative soil exporting plan for review by the Planning

Director and Chief Building Official. No alternative soil exporting will be permitted until plans are approved.

E. All storm water run-off from new impervious surfaces must be contained on the Property.

F. Applicant shall submit a storm drainage analysis to the Park City Engineering Department. The analysis must show that the required storm drainage storage volume matches the pre-development and post-development conditions for a 100-year 24-hour event.

G. Applicant shall submit a soil investigation report, geotechnical report, and slope stability report to the city concurrent with or prior to submitting a building permit application.

H. Prior to obtaining a building permit, the Applicant shall provide soil stabilization details documenting how the disturbed area will be restored and stabilized.

I. The proposed development must include a vehicular turnaround that meets applicable fire code standards.

J. The Residence's occupants must use as on-site parking the sub-grade parking area shown on the proposed plans.

K. The proposed development must include a vehicle control gate that allows Park City emergency vehicle access and for vehicles to queue in the Property's driveway and not on King Road.

L. No additional fencing is permitted without further approval by the Park City Planning and Building Departments.

M. After construction of the Residence is completed, Applicant shall revegetate the site consistent with the submitted landscape plan, seen on sheet A1.03 of the approved plans.

N. The Residence must be constructed according to the approved plans.

O. The Applicant shall receive approval through the Historic District Design Review process prior to submitting a building permit.

P. The proposed residence's roof shall be consistent with the plans approved by the Planning Commission on February 14, 2024, and attached as Exhibit D.

Q. The existing access and landscaping easement shall remain in place.

R. Except for a typical "for sale" sign no signs will be permitted on the Property.

S. The primary use of the Property shall be limited to a single-family residential use. The proposed residence shall not be used for a short-term rental or have fractional ownership.

T. Any areas disturbed during construction shall be restored to the original state after the proposed residence, accessory building and structures, and retaining walls are completed.

U. The railing of the roof terrace shall minimize the visibility when viewed cross-canyon.

V. All exterior lighting shall be down directed, fully shielded, with bulbs 3,000 degrees Kelvin or less to prevent glare onto adjacent property and shall comply with the City's outdoor lighting code per LMC § 15-5-5(J). Flood lights are prohibited. Fully Shielded outdoor lights shall not exceed 12 feet above Existing Grade. Ground-level fixtures shall be Fully Shielded. Final lighting details must be reviewed by Planning Staff prior to installation.

W. All proposed mechanical equipment, the pool, and/or a hot tub shall be screened. Any hot tub installation is prohibited on east façade decks or terraces.

X. No more than eight inches of the new foundation shall be visible above Final grade on the primary façade and no more than two feet of the foundation shall be visible above Final Grade on secondary and tertiary facades.

Y. Lower-level glazing on the north, east, and south facades shall be screened with berms and/or vegetation as approved by the Planning Department.

Z. The property is located outside of the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.

AA. The Applicant shall demonstrate the proposed metal siding and roofing materials have a Solar Reflectivity Index (SRI) of 35 or less prior to the submittal of a building permit.

BB. Prior to submittal of a Building Permit, the Applicant shall submit for

review the excavation and grading plans for Engineering Department review and approval to ensure no additional erosion, land subsidence, or avalanche hazard is created.

CC. Cuts, fills, and retaining walls shall be minimized.

DD. The Applicant shall demonstrate compliance with Municipal Code of Park City Chapter 11-21 Utah Wildland-Urban Interface Code at the time of Building Permit submittal.

EE. The Applicant shall demonstrate adequate turnaround to allow a fire apparatus to maneuver to and from the site as approved by the Park City Fire District prior to submitting a Building Permit. The Applicant shall provide a fire hydrant within 600 feet of the proposed development.

FF.The Applicant should upsize the existing service line to provide adequate pressure to the additional living area and fire sprinkler system. Please note the City operates substantial water lines to the west of the proposed dwelling.

GG. To conduct construction across the neighboring 200 King Road property, including any additional width required to accommodate the installed improvements, all work shall be limited to the limits of the platted easement. The applicant shall submit required approvals for any work or structures proposed outside of the easement at 200 King Road.

HH. Glazing on the east façade shall comply with the Second Amendment for the Lot 2 Phase 1 Treasure Hill Subdivision plat notes. Vinyl and aluminum doors and windows are prohibited. Window and door details shall be reviewed and approved through the Historic District Design Review process.

II. The Applicant's stormwater mitigation plan shall be reviewed and approved by the Engineering Department prior to building permit submittal.

Conditional Use
File No. PL-23-05571
[Steep Slope –220 King]

Findings of Fact

1. On February 21, 2023, the applicant Pesky Porcupine LLC ("Applicant") submitted an application and paid the required fee for a conditional use permit in connection with a proposed single-family residence (the "Residence") to be constructed on the Summit County, Utah Tax Parcel No. THILL-2-AM (the "Property").

2. The Property is located within the Sweeney Properties Master Plan Development that was approved December 18, 1985, as amended on October 20, 1987 (as amended, the "Amended Sweeney Properties MPD").

3. Condition No. 3 of the Amended Sweeney Properties MPD requires that the Planning Commission and Park City's staff review proposed development on King Road as a conditional use and ensure that the design of structures will minimize visual impact on adjacent property.

4. The Property is currently being used for one single-family residence and one guest house, that the Applicant intends to demolish to construct the new Residence. The existing single-family residence and guest house have been used for short-term rentals.

5. The conditional use permit application is for construction on a steep slope ("Steep Slope CUP") as required by Section 15-2.2-6 of Park City's Land Management Code ("LMC").

6. In connection with the Steep Slope CUP application, the Applicant submitted the following documents prepared by Alliance Engineering Inc. for the Planning Commission's consideration:

a. Existing Conditions Map (Job No. 8-3-23);

b. Conceptual Grading Plan (Job No. 8-3-23);

c. Drainage Plan (Job No. 8-3-23);

d. Steep Slope Map (Job No. 8-3-23);

e. Stormwater Management Plan (Job No. 8-3-23); and

f. Excavation Section View (Job No. 8-3-23).

7. The Planning Commission has authority to act as the land use authority for the Steep Slope CUP. *See* LMC § 15-1-10.D.

8. The Applicant submitted all the materials required by the LMC for the Steep Slope CUP and presented in a public hearing regarding the proposals set forth in Steep Slope CUP application.

9. With respect to the Steep Slope CUP, the Planning Commission, after carefully considering the Applicant's submittals referenced above and the Applicant's presentation at the public hearing, has determined that any detrimental effects caused by proposed development on steep slopes can be reasonably mitigated and comply with the LMC's requirements.

Additional Findings

10. The Planning Commission, as the land use authority, finds that the proposed Steep Slope CUP complies with the standards in LMC § 15-2.2-6.B. Specifically, the proposed steep slope disturbance and Residence:

a. As applied pursuant to the Amended Sweeney Properties MPD, are located and designed to reduce the visual and environmental impacts. *See* LMC § 15-2.2-6.B.1. Specifically, the hillside cuts and impact to the very steep slope will be located behind the Residence and will generally not be visible to the town core of Park City.

b. Will be consistent with the visual analysis and landscaping plan submitted by the Applicant. *See* LMC § 15-2.2-6.B.2. Specifically, the Applicant submitted to the Planning Commission a visual analysis and landscaping plan that showed the proposed steep slope disturbance. The Planning Commission has determined that the steep slope disturbance will generally not be visible from the town core of Park City as it is screened from view by the proposed residence.

c. Are consistent with the applicable access and driveway screening requirements. *See* LMC § 15-2.2-6.B.3. Specifically, access to the Property is not changing as the existing driveway will be used and improved. The driveway improvements will comply with the LMC's requirements.

d. Will be appropriately terraced to regain natural grade. *See* LMC § 15-2.2-6.B.4. Terraced structures will be screened from view of the town core of Park City by the proposed residence.

e. Are designed to preserve the perceived natural topography of the Property. *See* LMC § 15-2.2-6.B.5. Specifically, all cuts to the hillside will be screened from view of the town core of Park City by the Residence.

f. As applied pursuant to the Amended Sweeney Properties MPD, are consistent with the building form and scale requirements of LMC § 15-2.2-6.B.6. Specifically, the Residence is divided into several massing elements to reduce massing and to orient against the Property's existing contours. Portions of the Residence have been located below grade to reduce visibility and perceived bulk.

g. Are consistent with the applicable setback requirements. *See* LMC § 15-2.2-6.B.7.

h. Are consistent with the applicable volume limitations. *See* LMC § 15-2.2-6.B.8.

i. Are consistent with the applicable building height requirements. *See* LMC § 15-2.2-6.B.8. Specifically, the Residence meets the height requirements identified in the Amended Sweeney Properties MPD.

11. The Planning Commission finds that for the reasons above, the steep slope disturbance will not have a detrimental impact on surrounding uses.

12. As discussed below, the Applicant has agreed to self-impose certain conditions on the Property to minimize any potential detrimental effects that may result from the proposed steep slope disturbance. The Planning Commission finds that these conditions adequately mitigate any potential detrimental effects that may result from the steep slope disturbance or the Residence.

Conclusion

Based on the foregoing, and subject to the conditions listed below, the Steep Slope CUP meet the standards and requirements of the LMC, including the criteria for approving a conditional use per LMC § 15-2.2-6.B as applied pursuant to the Amended Sweeney Properties MPD, and 10-9A-507, Utah Code Ann. The Planning Commission concludes it is appropriate to issue the Steep Slope CUP subject to the below conditions, each of which will mitigate any reasonably anticipated detrimental effects associated with the uses described in the Steep Slope CUP application.

Conditions

The use approved by the Steep Slope CUP is conditioned upon the following:

JJ. All retaining walls shall be generally placed behind the proposed residence to reduce visibility from the town core of Park City.

KK. The driveway to the proposed residence shall not exceed 12 feet in width unless required by Park City Fire District for emergency vehicle turning radius and access, shall not exceed a 14% grade, and must comply with LMC § 15-3-3(A)(4).

LL. Access to the parking area located on the Property shall not face King Road.

MM. If the proposed development contains any retaining walls that are taller than four feet in height, then the Applicant shall provide engineered plans for the retaining walls at the time the Applicant makes application for a building permit.

NN. Applicant shall maintain vegetative screening in accordance with

the submitted vegetation plan to reduce the visibility of retaining walls and landscaping and berming shall reduce the visibility of the east façade glazing.

OO. The limits of disturbance around the proposed residence shall be limited to the minimal area necessary to excavate and backfill the foundation.

PP. Structures on the Property shall conform to the HR-1 setbacks set forth in LMC § 15-2.2-3. The property is located outside of the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine-related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance with State and Federal law.

QQ. The Applicant shall include in their Construction Mitigation Plan (CMP), in addition to Municipal Code of Park City Section 11-14-4(H), a specific plan for all soil exporting. Soil shall be transported uphill on King Road to an approved site for deposit. Time of operations, location of deposit site, total cubic yards to be exported, and number of trips hauling shall be outlined and regulated through the CMP. If the property owner of an approved site for deposit will not accept the excavated soils, the applicant will submit an alternative soil exporting plan for review by the Planning Director and Chief Building Official. No alternative soil exporting will be permitted until plans are approved.

RR. The Applicant shall provide elevation drawings of all segments of the Accessory Buildings that have an exposed face to Planning staff for review as part of the Historic District Design Review process.

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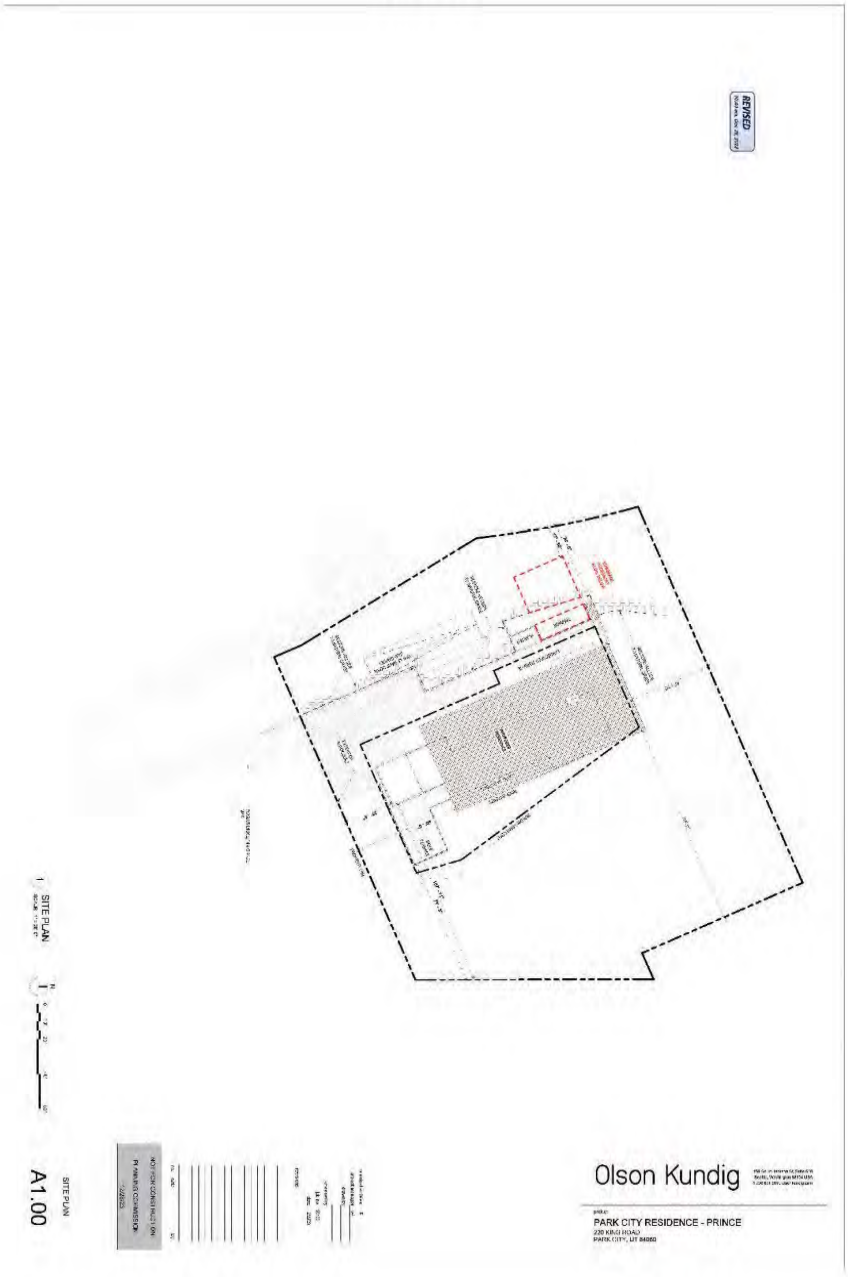
Exhibit C
Site Plan



If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5060 or email planning@parkcity.org.

Sincerely,

DocuSigned by:

0449CF71C9B8468...

2/24/2024

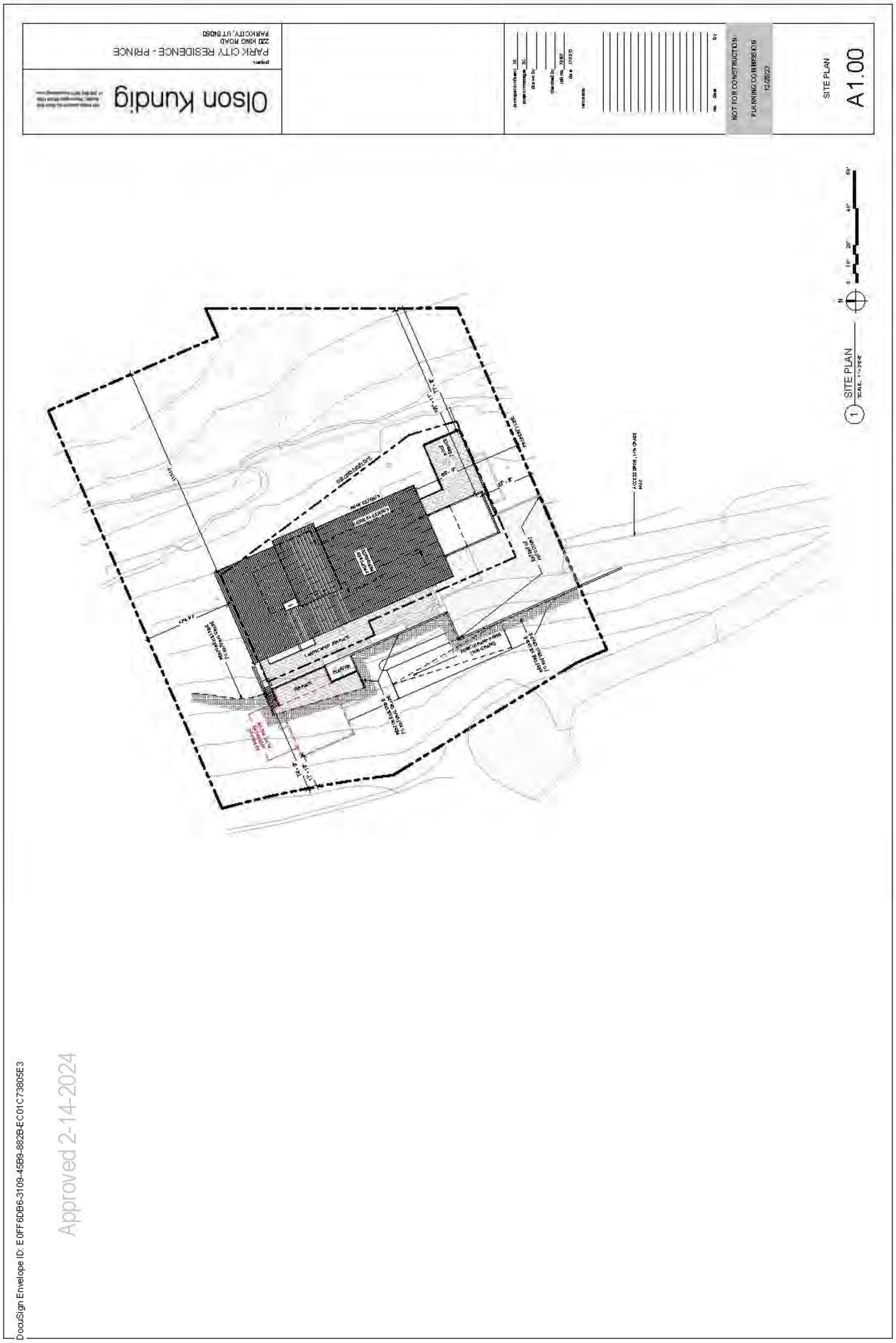
Sarah Hall, Planning Commission Chair

CC: Rebecca Ward, Planning Director
Caitlyn Tubbs, Senior Historic Preservation Planner

Exhibit D – Approved Plans

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

Building Diagrams


Olson Kundig
PARK CITY RESIDENCE - PRINCE
NOT FOR CONSTRUCTION
PLANNING COMMISSION
SITE PLAN
A1.00
1 SITE PLAN
Approved 2-14-2024
DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

Approved 2-14-2024

GENERAL NOTES

- EXISTING STRUCTURES AND HARDSCAPE ON SITE TO BE DEMOLISHED
- RETURN HILLSIDE TO NATURAL GRADE AFTER DEMOLITION
- POST-DEMOLITION CONTOUR LINES REPRESENT EXISTING GRADE FOR PROPOSED BUILDING HEIGHT ANALYSIS.

KEY LEGEND

		ROOF ELEVATION
	MINOR CONTOUR, SURVEYED	ROOF HEIGHT AT POINT XXXX' - X"
7250	MAJOR CONTOUR, SURVEYED	XX' - X" HT ROOF HEIGHT ABOVE POST-DEMO GRADE
	MINOR CONTOUR, POST-DEMOLITION	
7250	MAJOR CONTOUR, POST-DEMOLITION	

1 ROOF HEIGHT TO GRADE
SCALE: 1" = 20'-0"

N 0 10' 20' 40' 60'

Olson Kundig

PARK CITY RESIDENCE - PRINCE
2200 PRINCE
PARK CITY, UT 84060

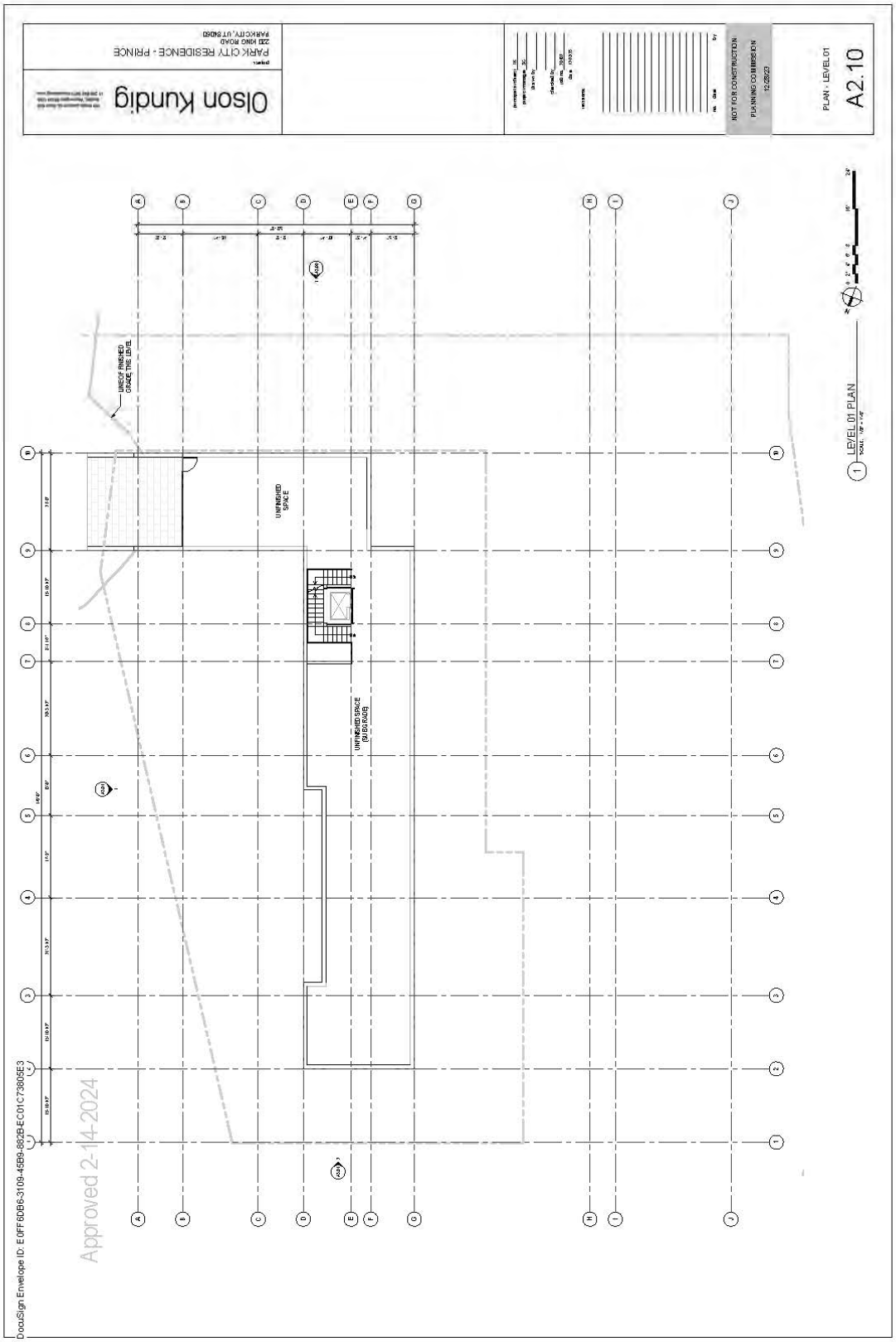
principal in charge: JK
project manager: JC
drawn by:
checked by:
job no.: 7080
date: 12.08.23

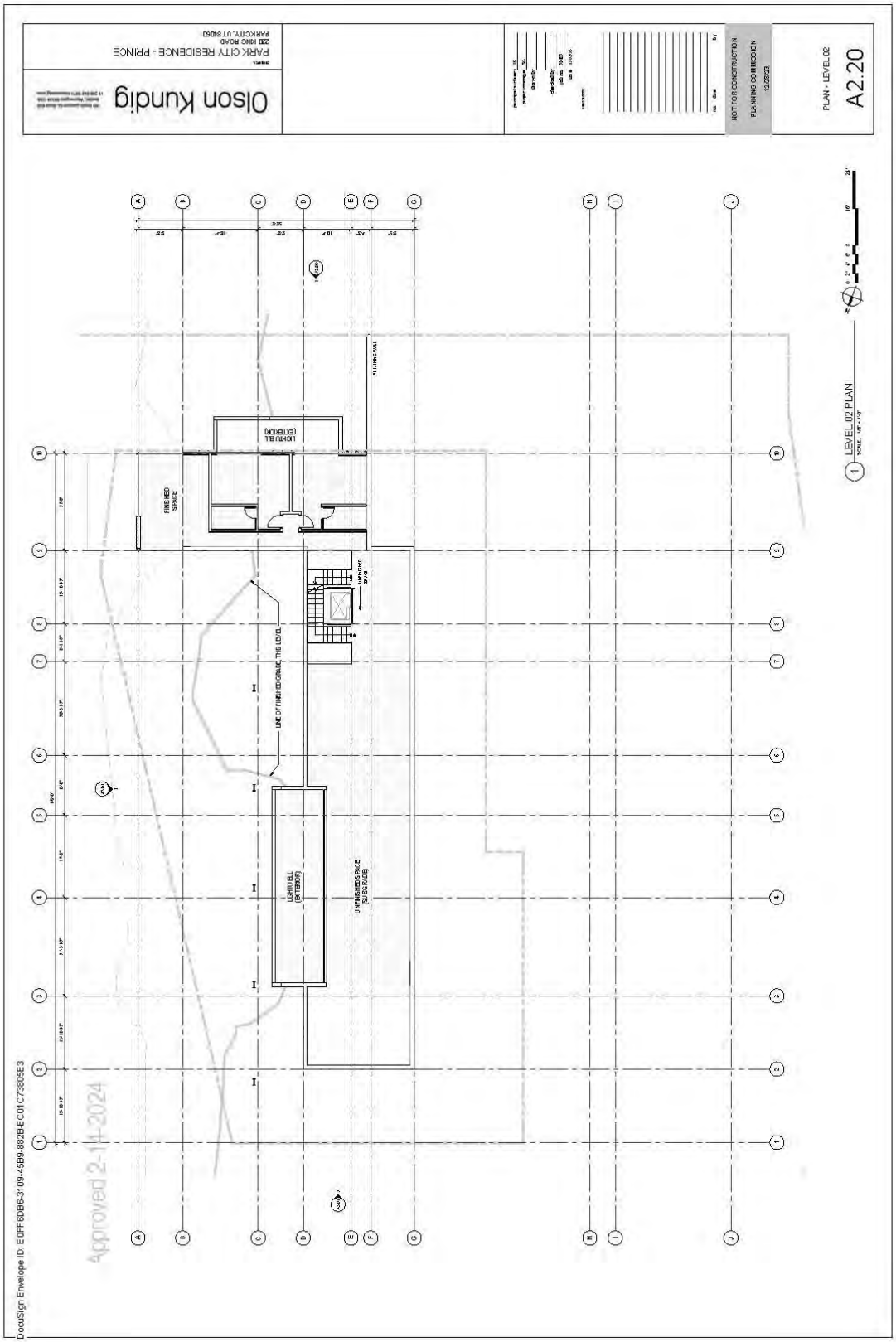
no.	date	by

NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.08.23

ROOF HEIGHT TO GRADE

A1.04


Olson Kundig
project
PARK CITY RESIDENCE - PRINCE
200 KING ROAD
PARK CITY, UT 84060
NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.05.23
PLAN - LEVEL 01
A2.10
LEVEL 01 PLAN
UNFINISHED SPACE
UNFINISHED SPACE (0.09-0.04)
LINE OF FINISHED GRADE THIS LEVEL
Approved 2-14-2024
DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3



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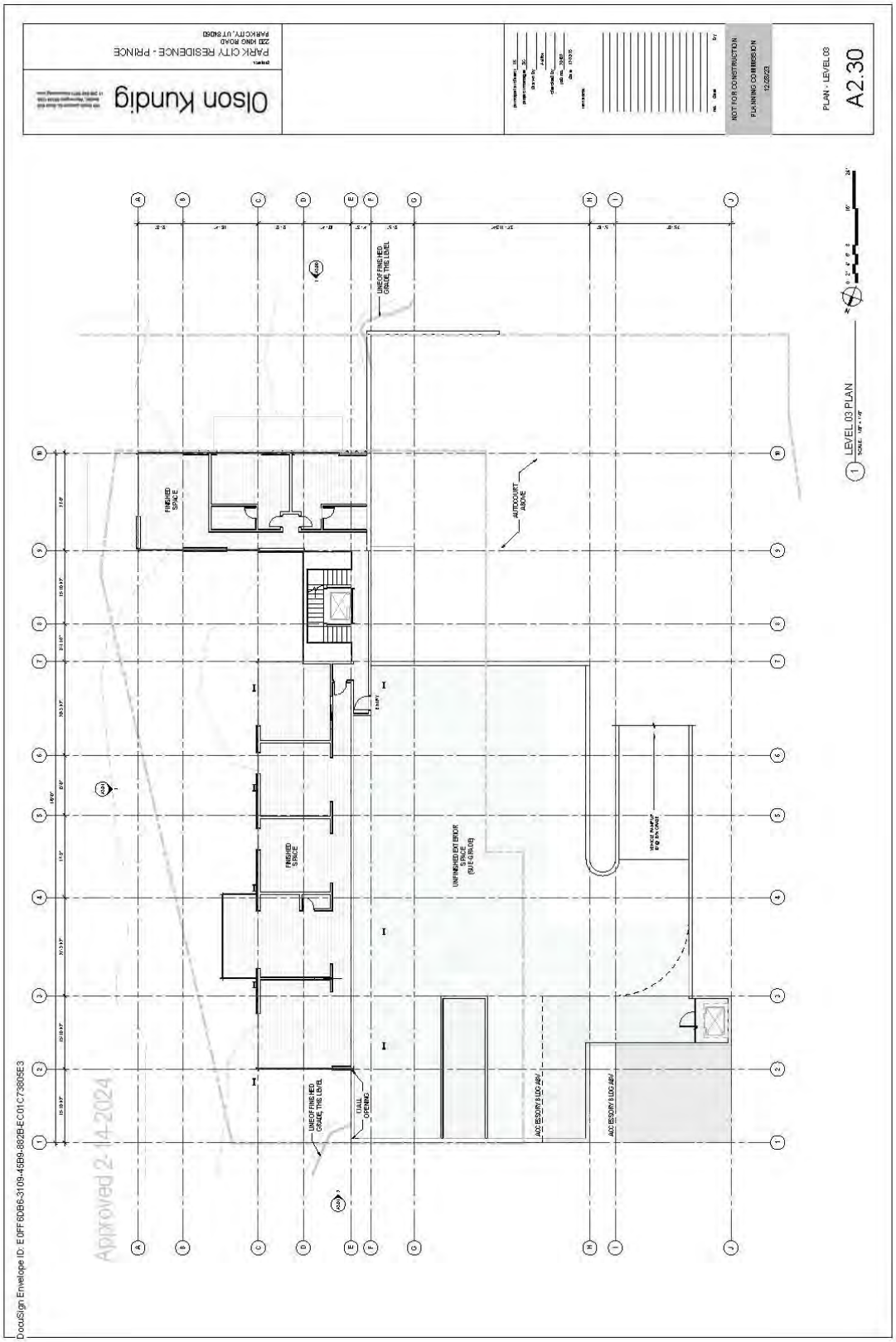
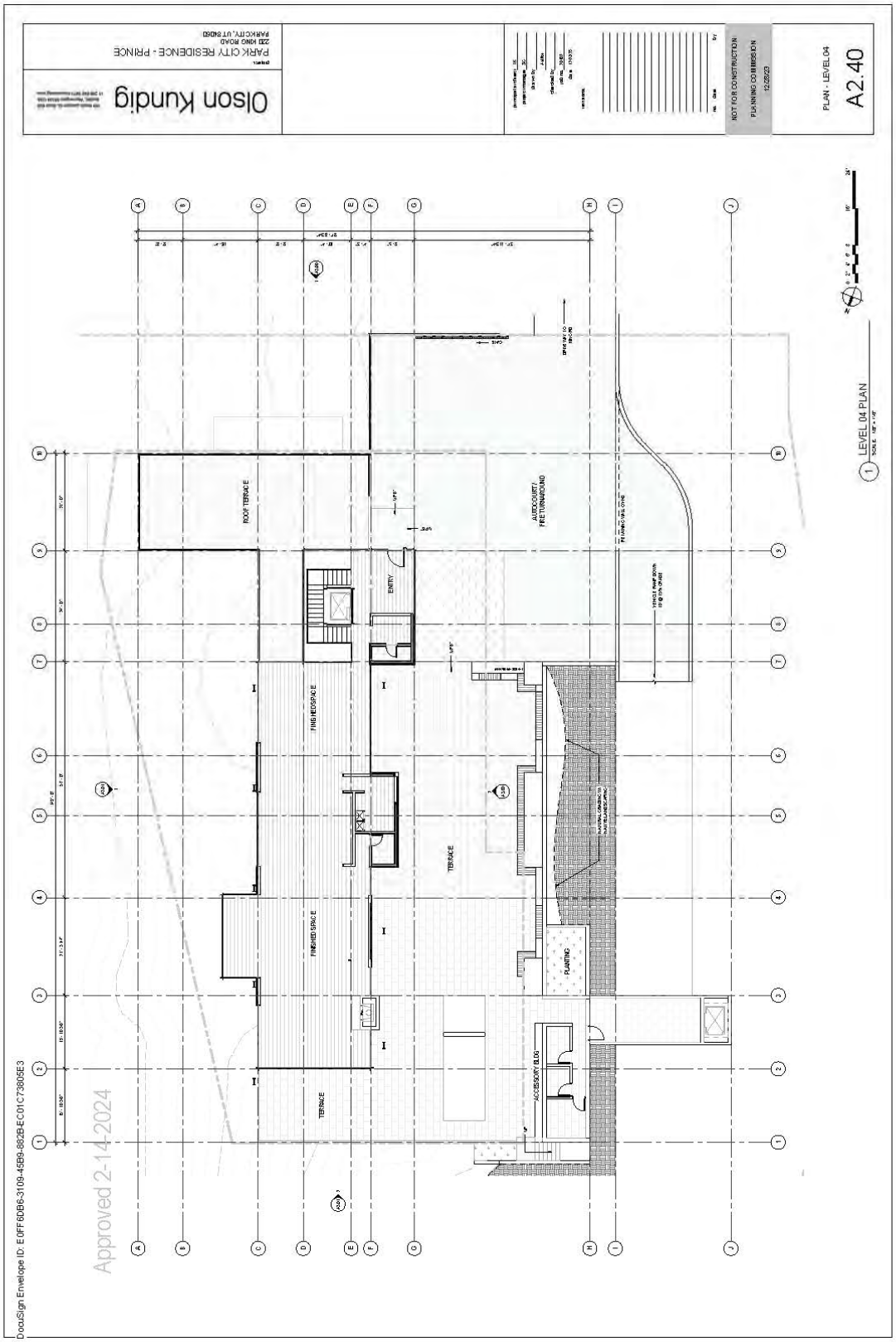

Olson Kundig
project
PARK CITY RESIDENCE - PRINCE
200 HIGH ROAD
PARK CITY, UT 84060
NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.05.23
PLAN - LEVEL 03
A2.30
LEVEL 03 PLAN
FINISHED SPACE
AUTOCOURT ABOVE
UNFINISHED EXTERIOR SPACE (BELOW GRADE)
ACCESSORY LIVING
UNEXCAVATED BELOW GRADE
FULL OPENING
Approved 2-14-2024
DocuSign Envelope ID: E0FF6DB6-3109-45B8-882B-EC01C73805E3


Olson Kundig
PARK CITY RESIDENCE - PRINCE
200 KING ROAD
PARK CITY, UT 84060
NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.05.23
PLAN - LEVEL 04
A2.40
LEVEL 04 PLAN
ROOF TERRACE
ENTRY
FINISHED SPACE
FINISHED SPACE
TERRACE
TERRACE
AUTOCOURT / FREE TURNAROUND
PLANTING
ACCESSORY BLDG
Approved 2-14-2024
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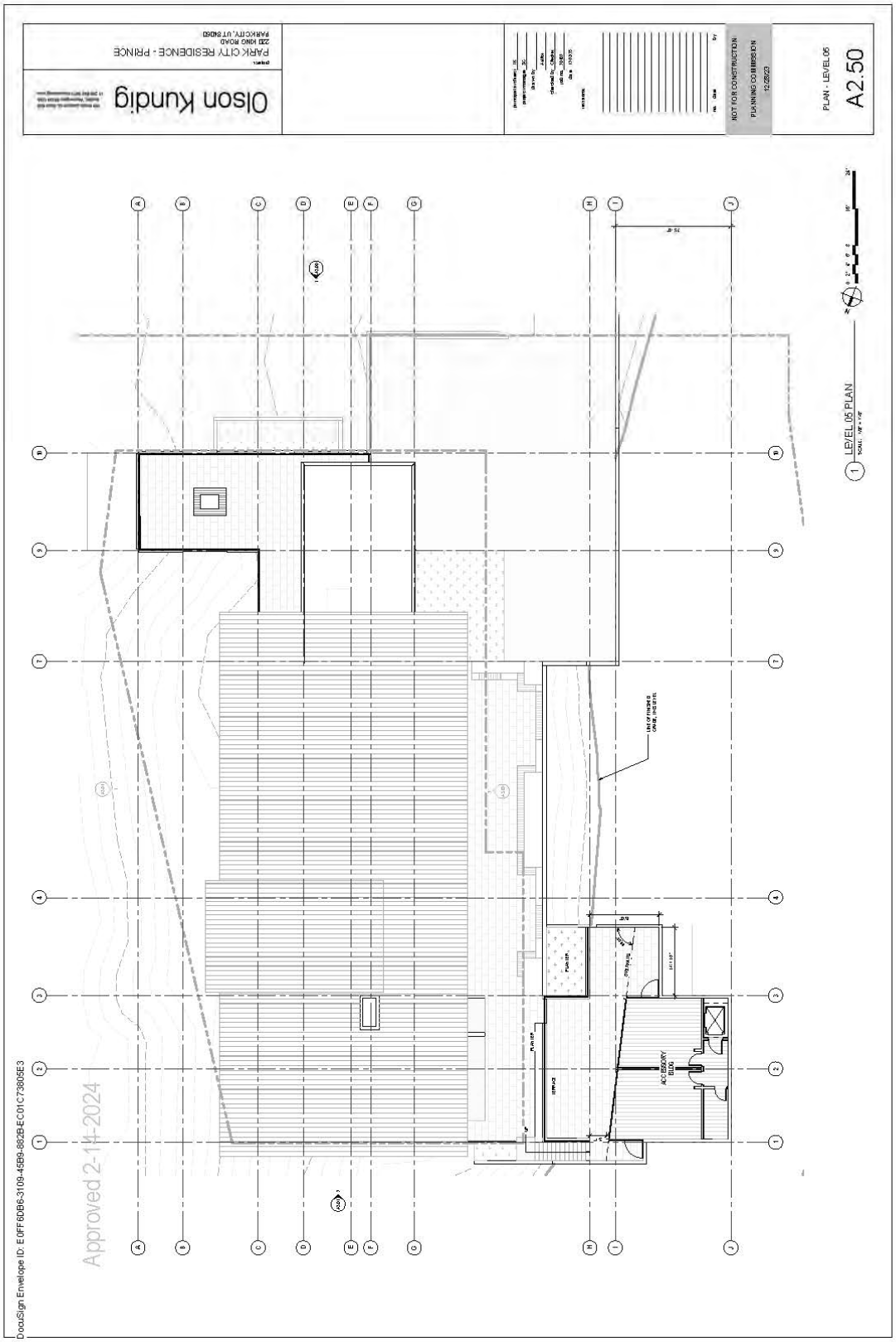

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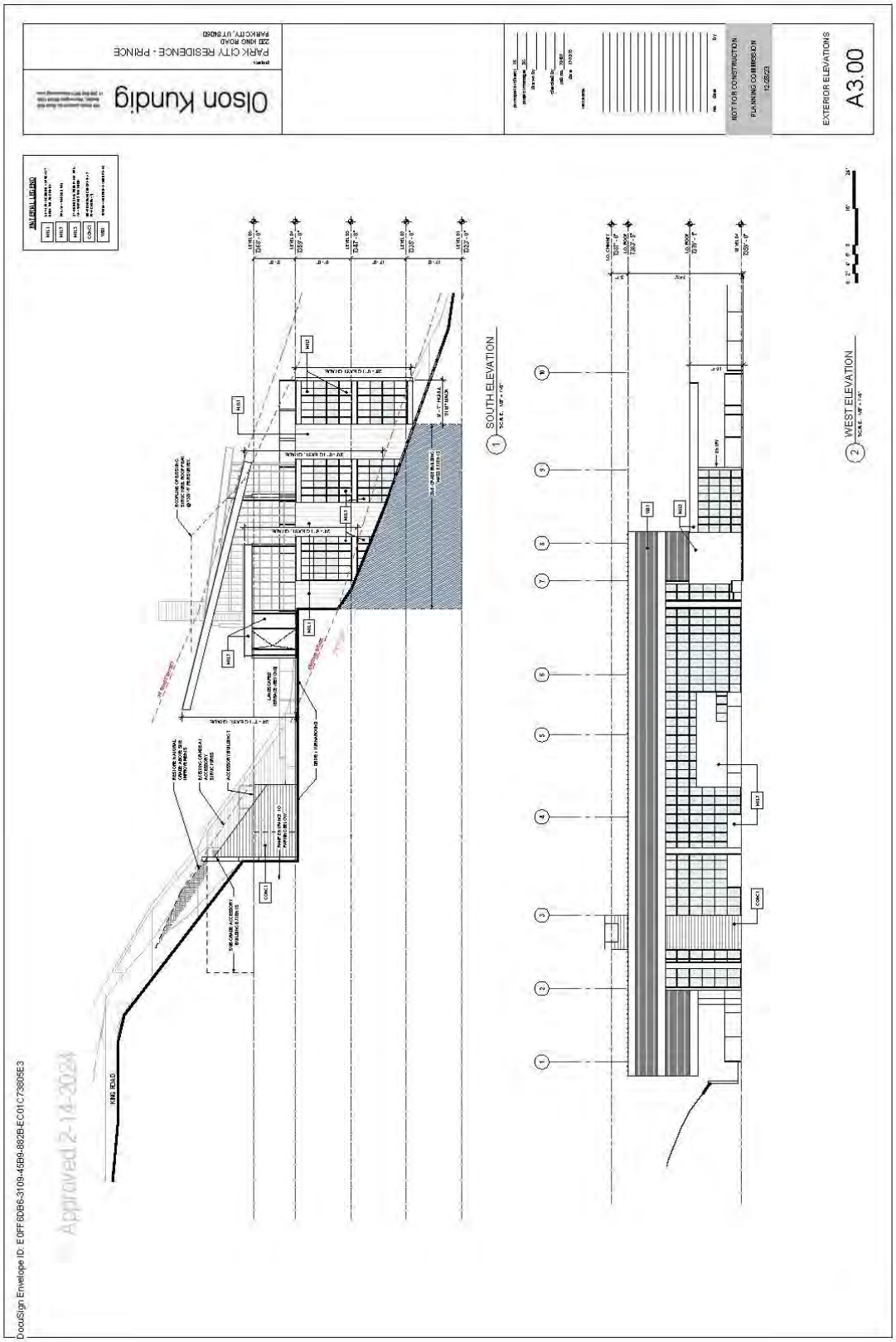
Olson Kundig
PARK CITY RESIDENCE - PRINCE
200 KING ROAD
PARK CITY, UT 84060
NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.05.23
EXTERIOR ELEVATIONS
A3.00
MATERIAL LEGEND
SOUTH ELEVATION
WEST ELEVATION
KING ROAD
Approved 2-14-2024
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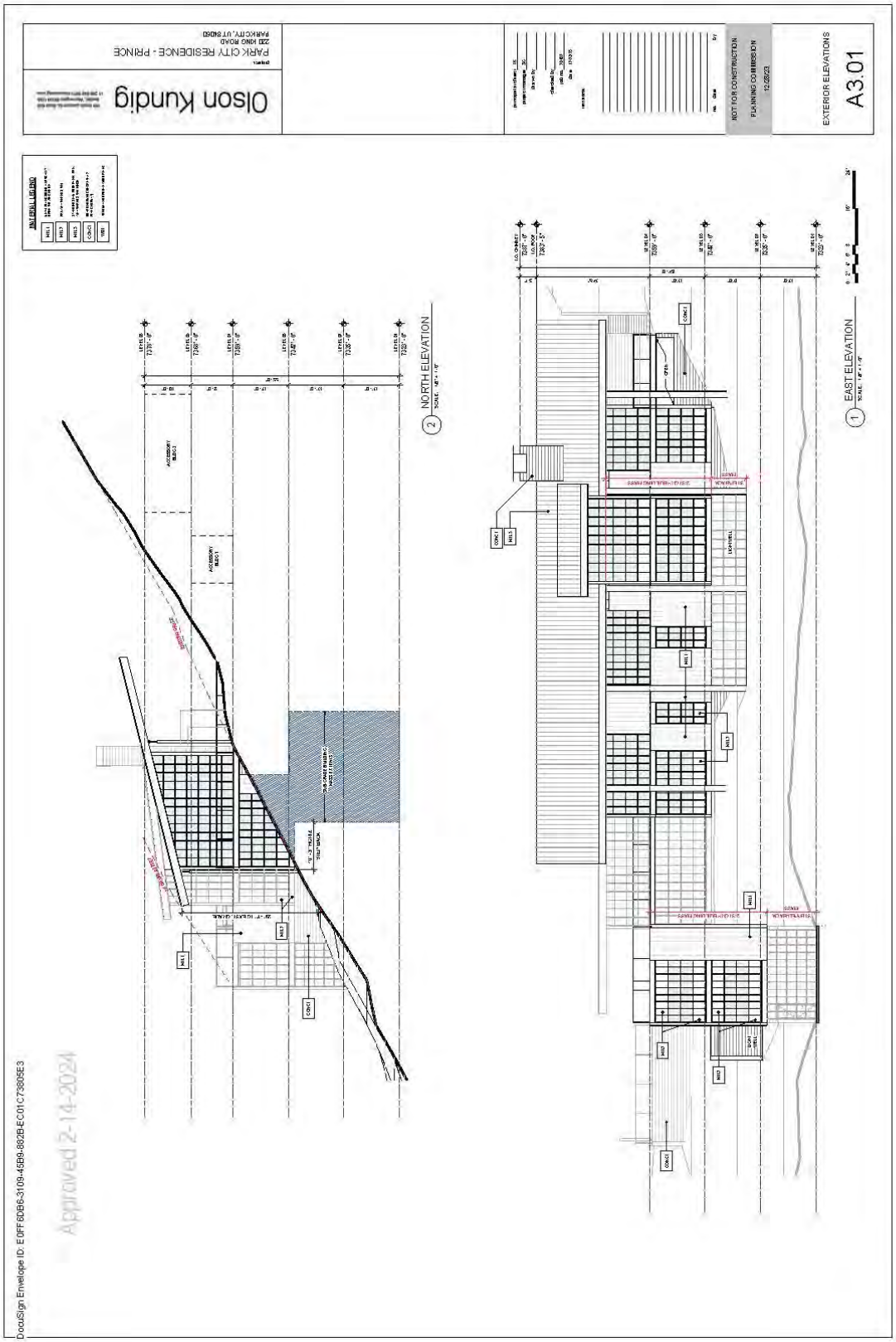
Olson Kundig
PARK CITY RESIDENCE - PRINCE
200 KING ROAD
PARK CITY, UT 84060
NOT FOR CONSTRUCTION
PLANNING COMMISSION
12.05.23
EXTERIOR ELEVATIONS
A3.01
MATERIAL LEGEND
MET-1
MET-2
MET-3
CONC-1
WD-1
2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"
ACCESSORY BLDG 1
ACCESSORY BLDG 2
LEVEL B
7236'-0"
7230'-0"
7226'-0"
7222'-0"
7225'-0"
7223'-0"
7220'-0"
7225'-0"
LO. GUTTER
LO. ROOF
7236'-5"
7230'-5"
CONC-1
MET-1
MET-2
MET-3
WD-1
LAUNDRY
STAIRWAY
GARAGE
DOWN
OPEN
Approved 2-14-2024
DocuSign Envelope ID: E0FF6DB6-3109-45B8-882B-EC01C7380SE3

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

3D Views - from north

Approved 2-14-2024

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

3D Views - from east

Approved 2-14-2024

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

3D Views - from south

Approved 2-14-2024

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Approved 2-14-2024

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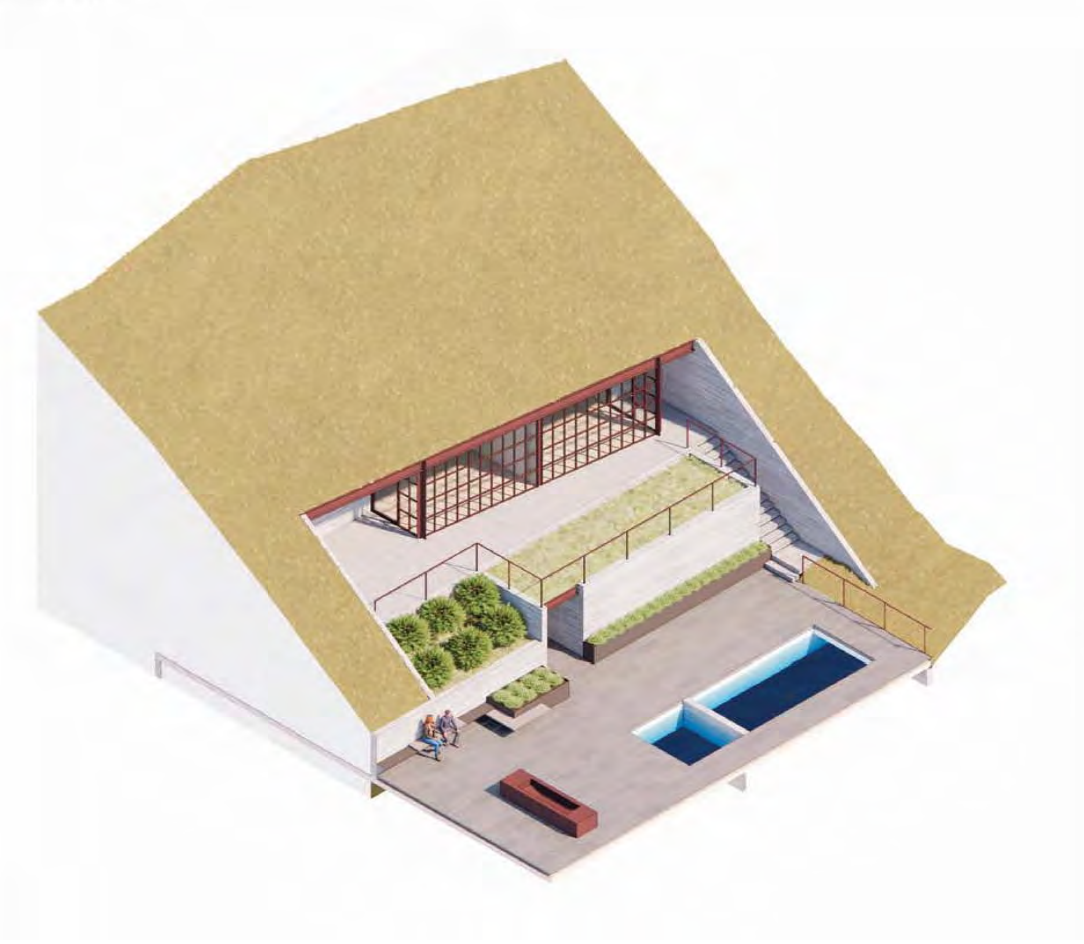
Approved 2-14-2024



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Grading Plan

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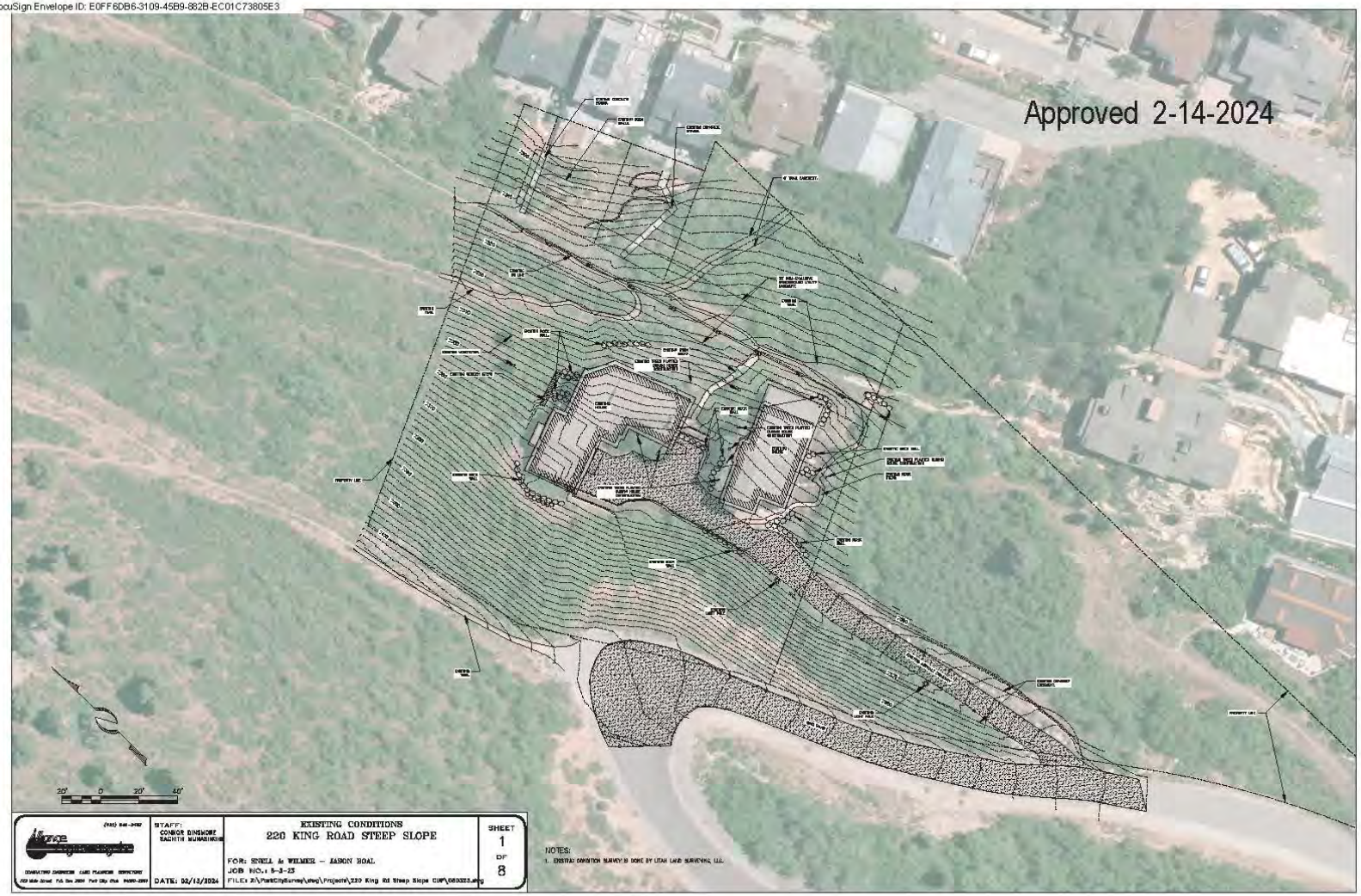

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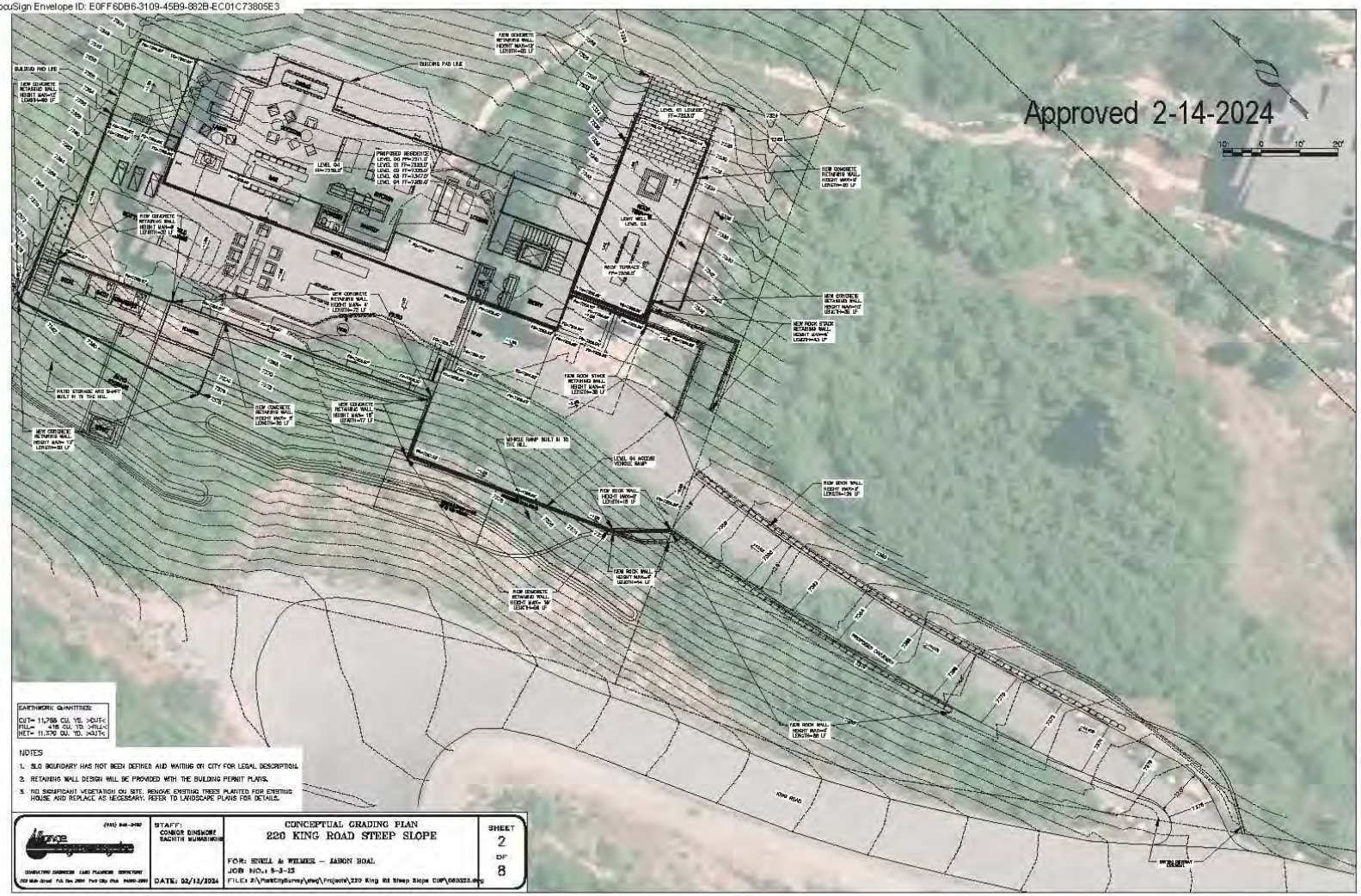

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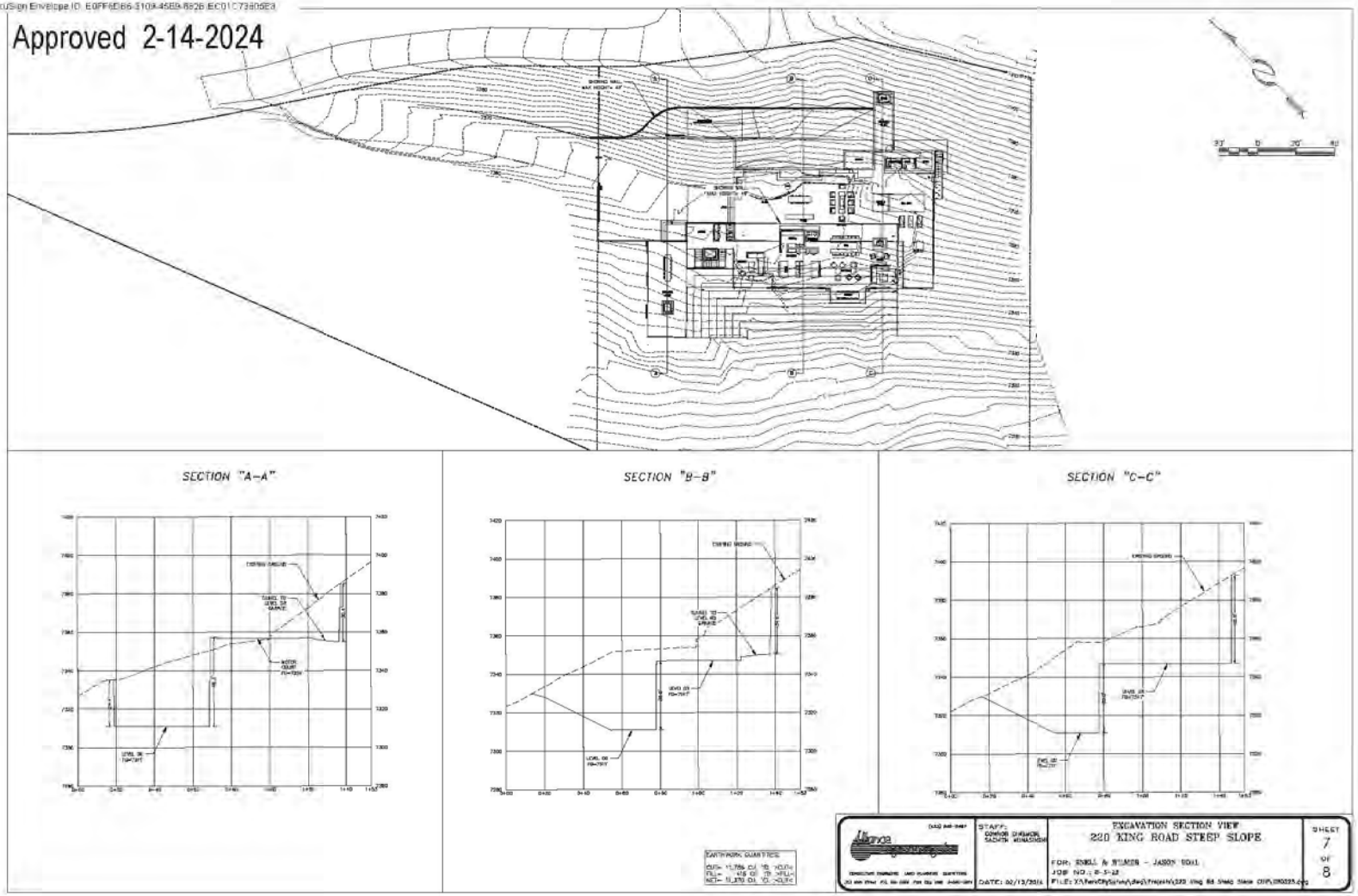
Approved 2-14-2024



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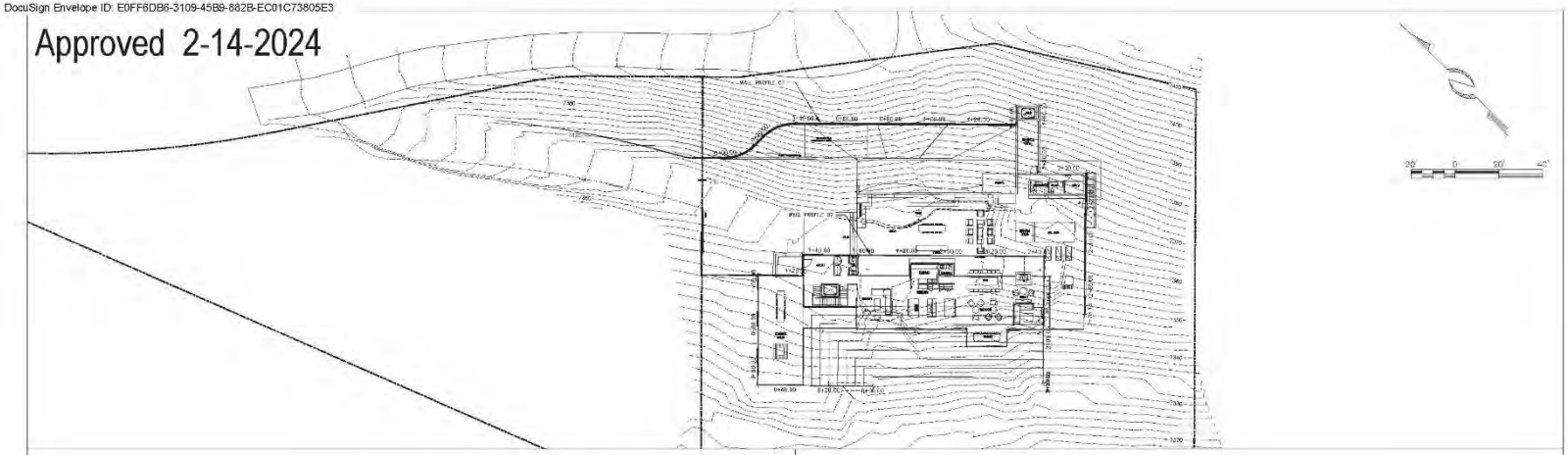
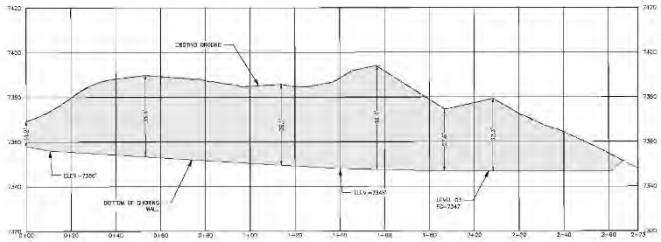
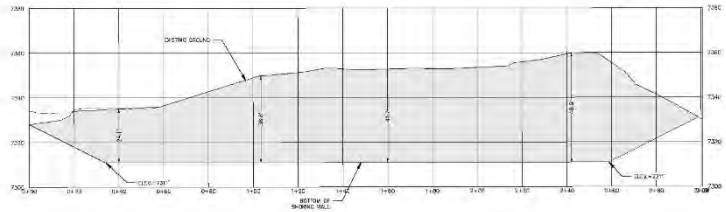
Approved 2-14-2024



WALL PROFILE 01



WALL PROFILE 02



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS	STAFF: CONNER SINSHORT SACHTH WUNASINGHE	PLAN AND PROFILE OF THE SHORING WALL 220 KING ROAD STEEP SLOPE FOR: SNELL & WILMER – JASON BOAL JOB NO.: 8-3-23 FILE: X:\PARKCITYSURVEY\dwg\Projects\770 King Rd Steep Slope CUP\080323-01	SHEET 8 OF 8
	DATE: 02/13/2024		

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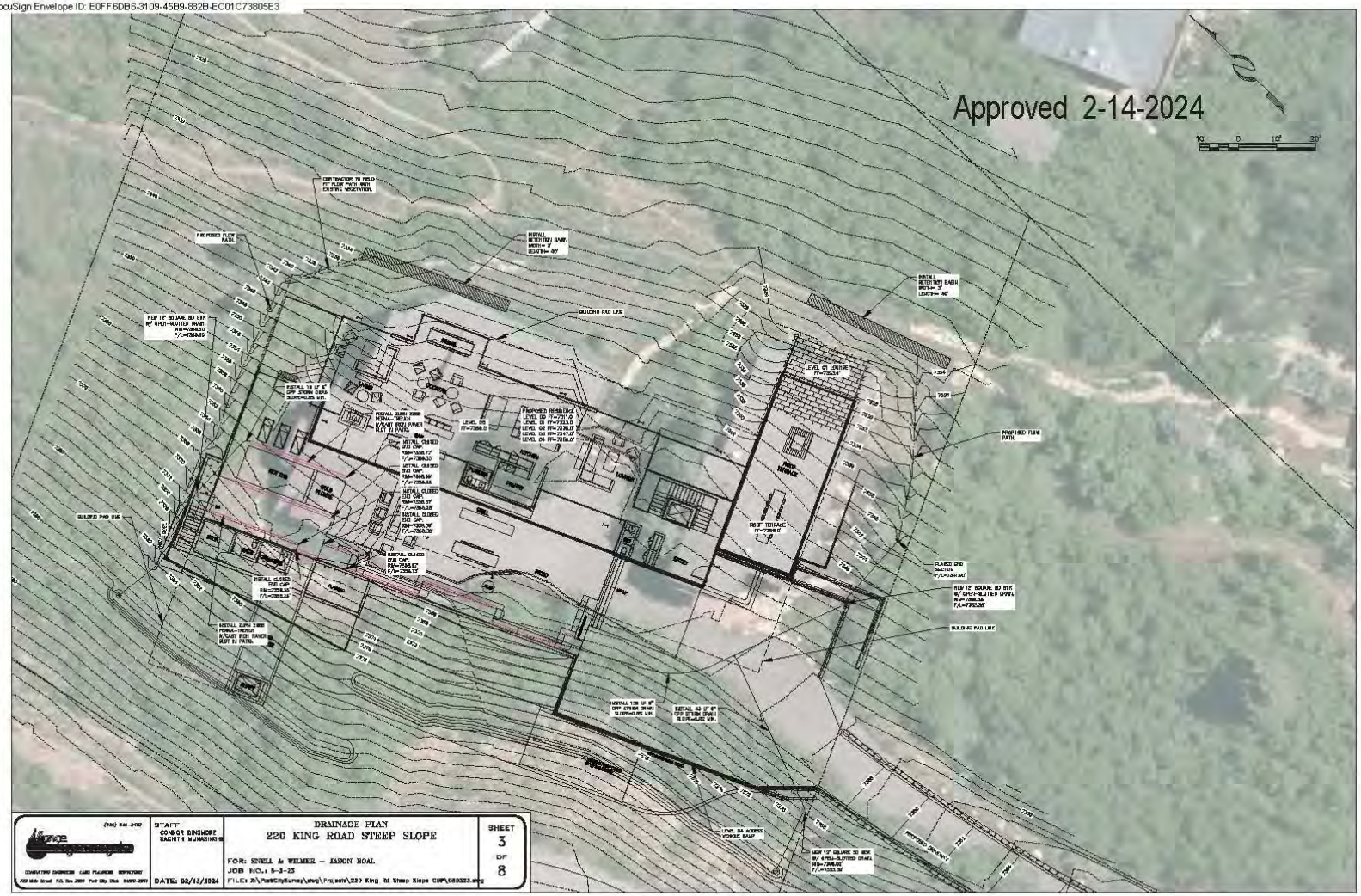
Drainage Plan

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3



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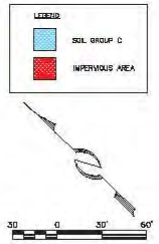
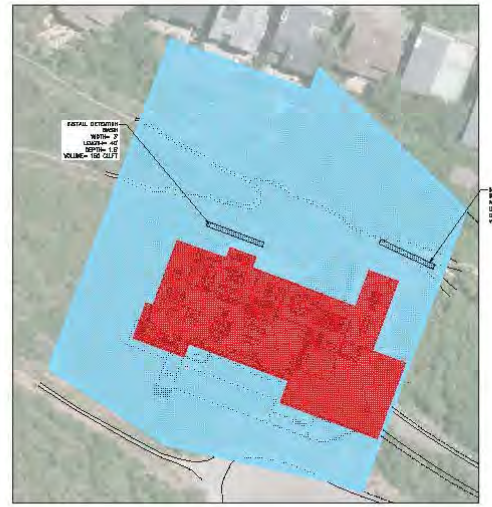


Approved 2-14-2024



WATER QUALITY VOLUME CALCULATIONS

ASSUMPTIONS

METHOD OF ANALYSIS: MD_{DE} - ICSTA

DESIGN STORM: 80TH PERCENTILE EVENT

NOTE: INTENSITY = RAINFALL PER QUARTER STORM (1" MIN)

VARIABLES

Q = RUNOFF FLOWRATE (CUBIC FEET/SEC)

C= RUNOFF COEFFICIENT

(WEIGHT AVERAGE BY SOIL GROUP AND AREA TYPE)

RUNOFF COEFFICIENTS "C"

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	0.07	0.30	0.14	0.35
AVERAGE (2-6%)	0.11	0.35	0.24	0.55
STEEP (>6%)	0.16	0.40	0.37	0.60
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE	0.70		0.95	

I = STORM INTENSITY (FT/HR)

T= STORM DURATION (HR)

NOTE: T = 1 HR PER SUMMIT COUNTY ORDINANCE 361-A.

A = AREA (FT^2)

PRE-DEVELOPMENT WATER QUALITY VOLUME

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)				
AVERAGE (2-6%)				
STEEP (>6%)			43,269	
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE			0.95	

A= 53,807 FT^2

C= 0.37

I= 0.05 FT/HR

T= 1.00 HR

$Q_{WQ,P}$ = 1,001 CU FT

POST-DEVELOPMENT WATER QUALITY VOLUME

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)				
AVERAGE (2-6%)				
STEEP (>6%)			41,012	
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE			12,489	

A= 53,807 FT^2

C= 0.42

I= 0.05 FT/HR

T= 1.00 HR

$Q_{WQ,A}$ = 1,115 CU FT

GROUNDWATER RECHARGE VOLUME

$Q_{WQ,P}$ = 180 CU FT

PEAK RUNOFF CALCULATIONS

ASSUMPTIONS

METHOD OF ANALYSIS: RATIONAL METHOD Q=CiA

STORM RETURN PERIOD: 100 YEARS

NOTE: FOR THE 100-YR RECURRENCE INTERVAL, THE COMPOSITE "C" VALUE IS ADJUSTED BY A FACTOR (1.25 UNLESS OTHERWISE NOTED)

STORM DURATION: 10 MIN.

(SMALL AREA FLOW, I.E. NOT CITY RECOMMENDATION 5 MIN)

VARIABLES

Q = RUNOFF FLOWRATE (CUBIC FEET/SEC)

C = RUNOFF COEFFICIENT

(WEIGHT AVERAGE BY SOIL GROUP AND AREA TYPE)

RUNOFF COEFFICIENTS "C"

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	0.07	0.23	0.14	0.33
AVERAGE (2-6%)	0.12	0.33	0.18	0.53
STEEP (>6%)	0.16	0.21	0.27	0.63
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE	0.78		0.95	

I = STORM INTENSITY (INCHES/HR)

A = AREA (ACRES)

T = TIME OF CONCENTRATION (SEC.)

V = EXCESS RUNOFF VOLUME (CU FT) = Q2D

PRE-DEVELOPMENT PEAK DISCHARGE

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	—	—	—	—
AVERAGE (2-6%)	—	—	—	—
STEEP (>6%)	—	—	1.04	—
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE			0.20	

A= 1.24 ACRES

C= 0.57

C_{100-Y}= 0.43

I= 3.00 INCHES

Q= 2.00 CFS

POST-DEVELOPMENT PEAK DISCHARGE

AREAS FOR WEIGHT AVERAGE "C":

SLOPE	HYDROLOGIC SOIL GROUP			
	A	B	C	D
FLAT (0-2%)	—	—	—	—
AVERAGE (2-6%)	—	—	—	—
STEEP (>6%)	—	—	0.95	—
SURFACING	PERVIOUS		IMPERVIOUS	
HARDSCAPE	—		0.20	

A= 1.24 ACRES

C= 0.42

C_{100-Y}= 0.52

I= 3.00 INCHES

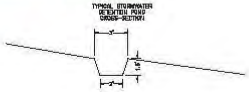
Q= 3.27 CFS

EXCESS RUNOFF STORAGE VOLUME

Q2D= 0.30 CFS

T= 300 SEC.

V= 232 CU FT



STORMWATER DETENTION REQUIRED = 232 CU. FT.
STORMWATER DETENTION PROVIDED = 300 CU. FT.

NOTES:

1. PEAK RUNOFF VOLUME OF 232 CU. FT. IS TO BE 100% DETAINED IN PROPOSED POND. THE DIMENSIONS OF THE DETENTION BASIN IS NOTED ON THE ABOVE PLAN. CUMULATIVE DETENTION VOLUME = 300 CU. FT.
2. OUTLET ROOF DRAINS SD THAT THE STORM WATER FLOWS FROM HOUSE DOWN GRADING AND INTO DETENTION BASIN.
3. STORMWATER DETENTION POND ALIGNMENT MAY VARY, FOLLOW EXISTING CONTOUR.
4. THE DETENTION POND HAVE BEEN SIZED TO DETAIN 100% OF THE WATER QUALITY VOLUME (PER SUMMIT COUNTY ORDINANCE NO. 361-A, APPENDIX F) MEETING THE COUNTY REQUIREMENTS FOR TSS REMOVAL AND GROUNDWATER RECHARGE.

(970) 541-0407
CONDOR LAND PLANNING SURVEYING
222 Main Street P.O. Box 2068 Park City, Utah 84060-2068

STAFF: CONDOR GINSMORE SAGIMITH MUNASINGHE

DATE: 02/13/2024

STORMWATER MANAGEMENT PLAN
220 KING ROAD STEEP SLOPE

FOR: SNELL & WILMER – JASON BOAL
JOB NO.: 5-3-23
FILE: X:\PARSCH\Survey\dwg\Projects\220 King Rd Steep Slope CLR\050323.dwg

SHEET 5 OF 8

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Landscape/Vegetation Plan

DocuSign Envelope ID: E0FF6DB6-3109-45B9-882B-EC01C73805E3

Approved 2.14.2024

PLANTING SCHEDULE

TREES				
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
PT1	*Populus tremuloides*	Quaking Aspen	1 1/2" CAL	32
PT2	*Populus tremuloides*	Quaking Aspen	4" CAL	9
AC	*Abies concolor*	White Fir	#65 (17FT TALL)	55
PM	*Pseudotsuga menziesii*	Douglas Fir	4" CAL, #65/100	16
SA	*(varies by species)*	Sapling	#5	TBD

SHRUBS				
ABBR.	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
CS	*Quercus gambelii*	Colorado Scrub Oak	#10	30

GRASS AND PERENNIAL				
TYPE	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
NATIVE GRASS MIX			1 GAL	7,591 SF
	Festuca ovina	Sheep Fescue		
	Bouteloua gracilis	Blue Grama Grass		
	Bouteloua curtipendula	Side-oats Grama		
	Artemisia tridentata vaseyana	Vasey's Sagebrush		
	Purshia tridentata	Rocky Mountain Bitterbrush		
	Achillea millefolium	Common Yarrow		
NATIVE PARTIAL SHADE MIX			1 GAL	7,637 SF
	Festuca ovina	Sheep Fescue		
	Elymus trachycaulus	Indian Rice Grass		
	Leymus cinereus	Great Basin Rye		
	Maianthemum racemosum	Tobacco Daisy		
	Geum triflorum var. ciliatum	Old Geranium		
	Sphaeralcea grossulariifolia	Globemallow		
NATIVE REVEGETATIONS SEEDING MIX			HYDROSEEDING	1,640 SF

KEY LEGEND

- BUILDING FOOTPRINT
- CONCRETE AND ON GRADE
- STONE PAVER
- CONCRETE RETAINING WALL
- SNOW STORAGE
- PROPERTY LINE
- SUBGRADE STRUCTURE
- OVERHANG
- 7320 EXISTING CONTOURS
- PROPOSED 2FT CONTOURS
- 7330 PROPOSED 10FT CONTOURS

NOTE:
1. SURVEY FOR MORE INFORMATION ON EXISTING VEGETATION AND TREES.
2. CONTRACTOR TO CONFIRM EXISTING TREES AND NOTIFY OWNERS REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE PLAN AND THE EXISTING CONDITIONS BEFORE STARTING WORK.
3. CONTACT LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE PRIOR TO REMOVAL.
4. HARVEST AND PRESERVE TOPSOIL FROM DISTURBED AREAS FOR RE-VEGETATION. ANY EXPOSED OR DISTURBED SLOPES SHALL BE RE-VEGETATED.
5. IMPORTED SOIL MUST BE OF A QUALITY TO SUPPORT PLANT GROWTH.
6. POUCH HR-10 CDS FOR DEFINITION OF SIGNIFICANT VEGETATION
7. PROTECT SIGNIFICANT VEGETATION BY TREE PROTECTION FENCING. PROTECTION FENCE 6'-0" S.B.A. PERMANENTO HAIN LINK, DRIVEN 12" INTO THE GROUND. PLACE AT LIMITS OF TREE PROTECTION ZONES AND REMOVE AT THE END OF CONSTRUCTION.
8. PROTECTION FENCING SHALL NOT BE MOVED, REMOVED OR ENTERED BY EQUIPMENT AND MAINTAINED IN GOOD REPAIR THROUGHOUT CONSTRUCTION
9. APPLY BIODEGRADABLE NETTING AND EROSION CONTROL FOR SLOPES GREATER THAN 3:1
10. ANY APPLICATION OF HERBICIDE TREATMENTS SHALL BE PER THE REGULATIONS OF LOCAL JURISDICTIONS, AND ENVIRONMENTAL REGULATORS.

Olson Kundig

project: PARK CITY RESIDENCE - PRINCE
2 PRINCE COURT
PARK CITY, UT 84060

principal architect: JK
project manager: SC
drawn by: AuPro
checked by: Charles
job no.: 2008
date: 04.04.23

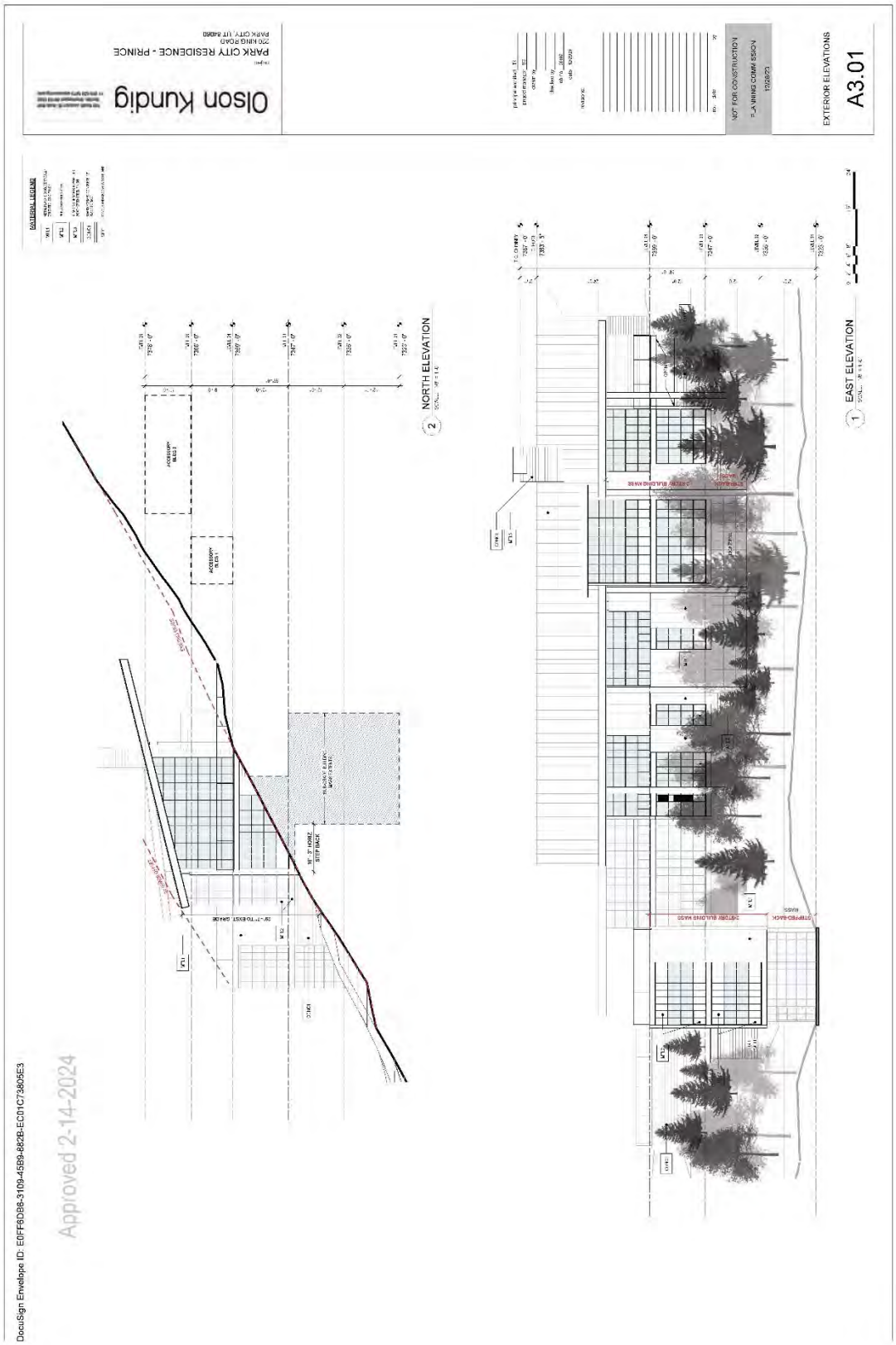
no.	date	by

NOT FOR CONSTRUCTION

PLANNING COMMISSION
12.08.23

SITE PLAN - LANDSCAPE

A1.03



DocuSign Envelope ID: E0FF6D88-3109-4589-882B-EC01C73805E3
Approved 2-14-2024

EXHIBIT B
(HDDR Approval)

PARK CITY
1884
Planning Department

August 15, 2024

Pesky Porcupine, LLC

CC: Wade Budge with the Law Offices of Snell & Wilmer

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address:	220 King Road Lot 2, Phase I of the Treasure Hill Subdivision Sweeney Master Planned Development
Zoning District:	Historic Residential – 1 – Master Planned Development (HR-1-MPD)
Application:	Historic District Design Review
Project Number:	PL-23-05522
Action:	APPROVED WITH CONDITIONS (See Below)
Date of Final Action:	August 15, 2024
Project Summary:	The Applicant proposes a new Single-Family Dwelling, underground parking area, and Accessory Building.

Action Taken
On August 15, 2024, the Planning Director conducted a public hearing and approved the Historic District Design Review according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 220 King Road is a 1.23-acre lot in the Historic Residential-1-Master Planned Development (HR-1-MPD) Zoning District that up until recently contained a 4,235-square-foot Single-Family Dwelling (SFD) built in 1998 and a 4,189-square-foot Guest House built in 2000.
2. The SFD and Guest House were demolished this summer, and the Applicant proposes a new SFD and Accessory Building, the subject of this Historic District Design Review (HDDR) application.

3. On December 18, 1985, the Planning Commission approved the Sweeney MPD, which included seven SFD Treasure Hill Subdivision Lots.[1] The zoning in effect at the time allowed for 450 units within the MPD. However, the Sweeney MPD approval reduced the density to 277 units and ". . . the proposed clustering approach was deemed the most compatible. Rather than spread the density out and thereby impact the entire old town area, the cluster concept afforded the ability to limit the impacts to smaller areas. Efforts to minimize scale have been directed toward this issue as have the solutions to other problems related to traffic, site disturbance, and the preservation of open space . . . . [a] number of the staff's recommended conditions are directed toward minimizing the potential conflicts related to neighborhood compatibility considerations."
4. "A key element of the proposed cluster approach is to preserve usable open space in perpetuity. A total of 97% (120 acres) of the hillside will be maintained as open space as part of the proposed Master Plan . . . [t]he potential for the subdivision and scattered development of the hillside would have drastically affected the goal of preserving the mountain substantially intact and pristine" (Exhibit B - *1985 Sweeney MPD Approval*, p. 11). Within the Treasure Hill Subdivision of the Sweeney MPD, SFDs were clustered near Old Town and over 40 acres were dedicated to Park City Municipal as open space, shown on an excerpt from the plat below. This resulted in larger SFD Lots than traditional Old Town Lots platted 25 feet by 75 feet (1,875 square feet).
5. 220 King Road, Lot 2 of the Treasure Hill Subdivision, is a 53,694-square-foot Lot, nearly 29 times the size of a traditional Old Town Lot. As a result of these larger SFD Lots, additional review is required. For example, unlike other SFDs within Old Town, the 1985 Sweeney MPD Condition of Approval 1 requires properties within the MPD to obtain Planning Commission approval of a CUP prior to development. The CUP review is to evaluate the project for compliance with adopted codes and ordinances in effect at the time and to ensure conformance with the Sweeney MPD. Additionally, the 1985 Sweeney MPD Condition of Approval 6 requires review for conformance with the Historic District Guidelines and related architectural requirements.
6. In 1987, the Planning Commission approved an amendment to the Sweeney MPD to reallocate 12 units, including the relocation of two SFDs to what are now

[1] Lot 1 – 200 King Road (vacant); Lot 2 – 220 King Road; Lot 3 – 425 Norfolk Avenue; Lot 4 – 375 Norfolk Avenue; Lot 5 – Open Space; Lot 6 – 503 ½ Woodside Avenue; Lot 7 – 503 Woodside Avenue; Lot 8 – 445 King Road.

known as 200 and 220 King Road. Condition of Approval 3 of the 1987 amendment requires Planning Commission approval of a CUP and staff review consistent with the Historic District Guidelines. Both reviews must "include review of the design of the structures to insure [sic] that they are designed to minimize visual impact."

7. On August 23, 1990, the City Council zoned 200 and 220 King Road Historic Residential-1-Master Planned Development (HR-1-MPD) (Exhibit D – *Ordinance No. 90-24*). As a result, the project is reviewed for conformance with HR-1 Zoning District standards through the lens of the Sweeney MPD.
8. On September 7, 1995, the City Council adopted Ordinance No. 95-50, approving the Treasure Hill Subdivision Phase 1 plat, creating four SFD Lots and a 42.7-acre Open Space parcel within the Sweeney MPD.
9. This Subdivision included Lot 2, 220 King Road, and established Building Area Limits and plat notes, outlining precedence with the Sweeney MPD and requiring final house design to be reviewed under the Small Master Plan Process (today's CUP) in accordance with the Sweeney MPD. Additionally, plat notes regulate Footprint, Building Area Limits, Construction Disturbance, Height, Façade Height, Massing, Sewer Laterals, and Fire Sprinkling.
10. Each SFD within the Treasure Hill Subdivision first obtained Planning Commission CUP approval prior to HDDR approval. Regarding 220 King Road:
    a. On March 12, 1997, the Planning Commission approved a Small Scale MPD (CUP) for a Single-Family Dwelling and Guest House (Exhibit G).
    b. On March 17, 1997, the Historic District Commission approved the HDDR (Exhibit H).[2]
    c. On May 27, 1998, the City issued Building Permit B97-02937 for the construction of a SFD.
    d. On September 18, 2000, the City issued Building Permit B00-05967 for construction of a Guest House
11. The Applicant demolished the SFD and Guest House and proposes construction of:
    a. A new Single-Family Dwelling with:
        i. Approximately 7,461 square feet of finished space.
        ii. Approximately 5,898 square feet of unfinished space.
        iii. Approximately 1,690 square feet of terrace/patio area.
    b. A 1,103-square-foot Accessory Building.

[2] The Historic District Commission was replaced with the Historic Preservation Board in 2007. The Historic Preservation Board purview includes changes to Historic Structures, the Board does not review new infill or design. Under today's LMC, staff takes Final Action on HDDRs.

c. A 243-square-foot outdoor pool.
d. A 4,794-square-foot underground parking area.

12. The Applicant submitted a Plat Amendment and CUP application in 2022. Staff requested the Applicant also submit an HDDR application to initiate the Historic District review process. On January 18, 2023, the Applicant submitted an HDDR application to the Planning Department. As part of the HDDR review, staff requested SWCA, a consultant who assists the City with Historic District reviews, evaluate the proposal pursuant to the applicable HDDR regulations.
13. On April 26, 2023, SWCA submitted a Technical Memorandum (2023 SWCA Memorandum) regarding 220 King Road. The 2023 SWCA Memorandum outlines many relevant considerations and notes 220 King Road is "in a setting where industrial buildings were once common. An industrial design aesthetic is appropriate in this area; however, this and many other Design Guidelines explicitly require that new infill residential buildings be compatible in mass and scale with historic residential buildings to reinforce visual unity in the historic district and/or residential zone. The prominent and highly visible location of 220 King Road only increases the importance of complying with this and other guidelines to reinforce visual unity and maintain existing rhythms and patterns of the nearby streetscapes." The Applicant modified and updated their plans to incorporate some of SWCA's recommendations. Staff requires additional Conditions of Approval below to further incorporate SWCA's recommendations.
14. On February 14, 2024, the Planning Commission reviewed a Plat Amendment to shift and increase the Building Area Limits, a CUP for the SFD, a CUP for the outdoor pool, and a Steep Slope CUP for the proposed project. The Planning Commission voted four to two to approve the Plat Amendment and three to three with the Chair breaking the tie to approve the CUPs. The 2023 SWCA Memorandum was provided to the Planning Commission as part of their review, and the Planning Commission required the Applicant to modify their plans as recommended by SWCA prior to approving the project. These requirements are outlined in the Analysis Section of the Staff Report below. On February 21, 2024, the Planning Commission ratified the Final Action Letter approving the project.
15. On March 1, 2024, the Planning Commission's approval was appealed. On April 30, 2024, the Appeal Panel denied the appeal and remanded the following questions to the Planning Commission regarding the Plat Amendment:
    a. Whether the Sensitive Land Overlay applies due to Sweeney MPD vesting.
    b. If the Sensitive Land Overlay Applies, whether it can bisect a Lot.
    c. If the Sensitive Land Overlay applies, what is staff's Sensitive Land

determination, recommendation, and mitigations.

16. On June 26, 2024, the Planning Commission considered the above questions remanded to them by the Appeal Panel, conducted a public hearing, and determined the following:
    a. The Sweeney MPD is vested prior to the adoption of the Sensitive Land Overlay.
    b. Although the Sensitive Land Overlay would apply to a substantive change, the Sensitive Land Overlay does not apply to the 220 King Property because a land use ordinance has not amended the original Sensitive Land Overlay Boundary, which does not include 220 King Road.
    c. No determination regarding the Staff Sensitive Land Overlay is necessary because the regulations are not applicable per sections (a) and (b) above.
17. The Appeal Panel Final Action Letter contains Condition of Approval 1, which states "[a]ll Conditions of Approval from the Planning Commission Action Letters dated February 21, 2024 apply" and the Conditions of Approval below incorporate the Planning Commission's requirements.
18. New residential infill in the Historic Districts is reviewed for compliance with LMC § 15-13-8 *Regulations for New Residential Infill Construction (and Non-Historic Residential Sites) in Historic Districts*.
19. The August 15, 2024 Staff Report analysis is incorporated herein.
20. On July 31, 2024, staff published notice on the City's website and posted notice on July 31, 2024. Staff mailed courtesy notice to property owners within 100 feet on July 31, 2024.

Conclusions of Law

1. The proposed project complies with the Planning Commission's February 21, 2024 CUP, SSCUP, and Plat Amendment approvals, Findings of Fact, Conclusions of Law, and Conditions of Approval.
2. The proposed project complies with the Sweeney MPD.
3. The proposed project, as conditioned, complies with LMC § 15-13-8 *Regulations for New Residential Infill Construction (and Non-Historic Residential Sites) in Historic Districts*.

Conditions of Approval

1. All Conditions of Approval required by the Planning Commission's February 21, 2024 CUP, SSCUP, and Plat Amendment approvals remain in full effect.
2. The Applicant shall protect Significant Vegetation located on the eastern portion of the site during and after construction.

3. Final Grade shall be restored to within four feet of Existing Grade upon project completion prior to issuance of a Certificate of Occupancy.
4. The Applicant shall submit a storm drainage analysis to the Engineering Department for review and approval. The analysis must show that the required storm drainage storage volume matches the pre-development and post-development conditions for a 100-year 24-hour event.
5. The use of Water Wise Landscaping or permaculture strategies for landscape design shall maximize water conservation. Where watering systems are necessary, systems that minimize water loss, such as drip irrigation, shall be used. These systems shall be designed to minimize their appearance from areas viewable from the primary public right-of-way and when viewed from Old Town.
6. Retaining walls visible to the north, east, and south of the SFD must be terraced so that no more than four feet of Existing Grade is manipulated. Visible retaining walls shall not exceed more than four feet in height.
7. Painting, staining, or stucco over stone or concrete retaining walls is prohibited.
8. Residents and guests shall park in the underground parking area. Parking within the fire truck turnaround or driveway area is prohibited.
9. The driveway width shall not exceed 12 feet, unless otherwise required by the Chief Building Official or Park City Fire District for fire truck access and turnaround.
10. Textured and poured paving materials other than smooth concrete are recommended.
11. Snow storage from driveways shall be provided on site and/or within an easement area approved by the City Engineer.
12. The Applicant shall reduce the length of the roof overhang on the north end of the SFD to reduce the roof in scale, as recommended by the 2023 SWCA Memorandum. The roof overhang shall not exceed five feet measured from the northernmost façade wall.
13. The Applicant shall maintain vegetative screening in accordance with the submitted and approved landscape plan to reduce the visibility of retaining walls and landscaping and berming shall reduce the visibility of the lower-level east façade glazing.
14. No more than eight inches of the new concrete foundation shall be visible above Final Grade on the primary façade and no more than two feet of the concrete foundation shall be visible above Final Grade on secondary and tertiary facades.

15. The site shall be re-graded so as to blend with the grade of the adjacent areas outside of the Building Area Limits and shall not create the need for incompatible retaining walls.
16. The site shall be re-graded so all water drains away from the structure and does not enter the foundation. See Condition of Approval 4 regarding storm drain storage.
17. Vinyl and aluminum windows and doors are prohibited.
18. The Applicant shall update the glazing of the eastern façade—that façade most visible from Old Town—to replace floor-to-ceiling windows with industrial patterns that create a compatible solid-to-void ratio comparable to the Historic Mine Sites and approved by Planning Staff.
19. Rooftop mechanical and communication equipment is prohibited. Mechanical and communication equipment shall be visually minimized from King Road and from Old Town vantage points. Ground-level equipment shall be screened from view using landscape elements such as low stone walls or perennial plant materials.
20. The roof shall have a matte finish to minimize glare. Roof colors shall be neutral and muted and materials shall not be reflective. The Applicant shall demonstrate the proposed metal siding and roofing materials have a Solar Reflectivity Index (SRI) of 35 or less prior to the submittal of a building permit.
21. Service equipment and trash containers shall be screened. Solid wood or masonry partitions or hedges shall be used to enclose trash areas.
22. Wood materials shall be painted opaque.
23. The railing of the rooftop deck shall be visually minimized when viewed cross-canyon. The Applicant shall plant landscaped screening as indicated on the landscape plan to buffer visibility of the secondary façade rooftop deck along the southern property boundary.
24. This Historic District Design Review is limited to the Treasure Hill Subdivision Single-Family Dwellings in the Sweeney MPD and shall not create precedent nor interpretation of general applicability in the HR-1 Zoning District or LMC regulations.

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5060 or email planning@parkcity.org.

Sincerely,

PARK CITY
1884
Planning Department

Rebecca Ward, Planning Director

EXHIBIT C
(Driveway Drawings)

200 KING ROAD
UPGRADES TO DRIVEWAY WITHIN NON EXCLUSIVE DRIVEWAY EASEMENT

PARK CITY, UT 84060

SHEET INDEX

C1.0 EXISTING CONDITIONS
C2.0 SITE PLAN
C3.0 DRIVEWAY PLAN & PROFILE
C4.0 CONSTRUCTION MITIGATION PLAN AND STORM WATER POLLUTION PREVENTION PLAN

CIVIL ENGINEER

ALLIANCE

VICINITY MAP

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]
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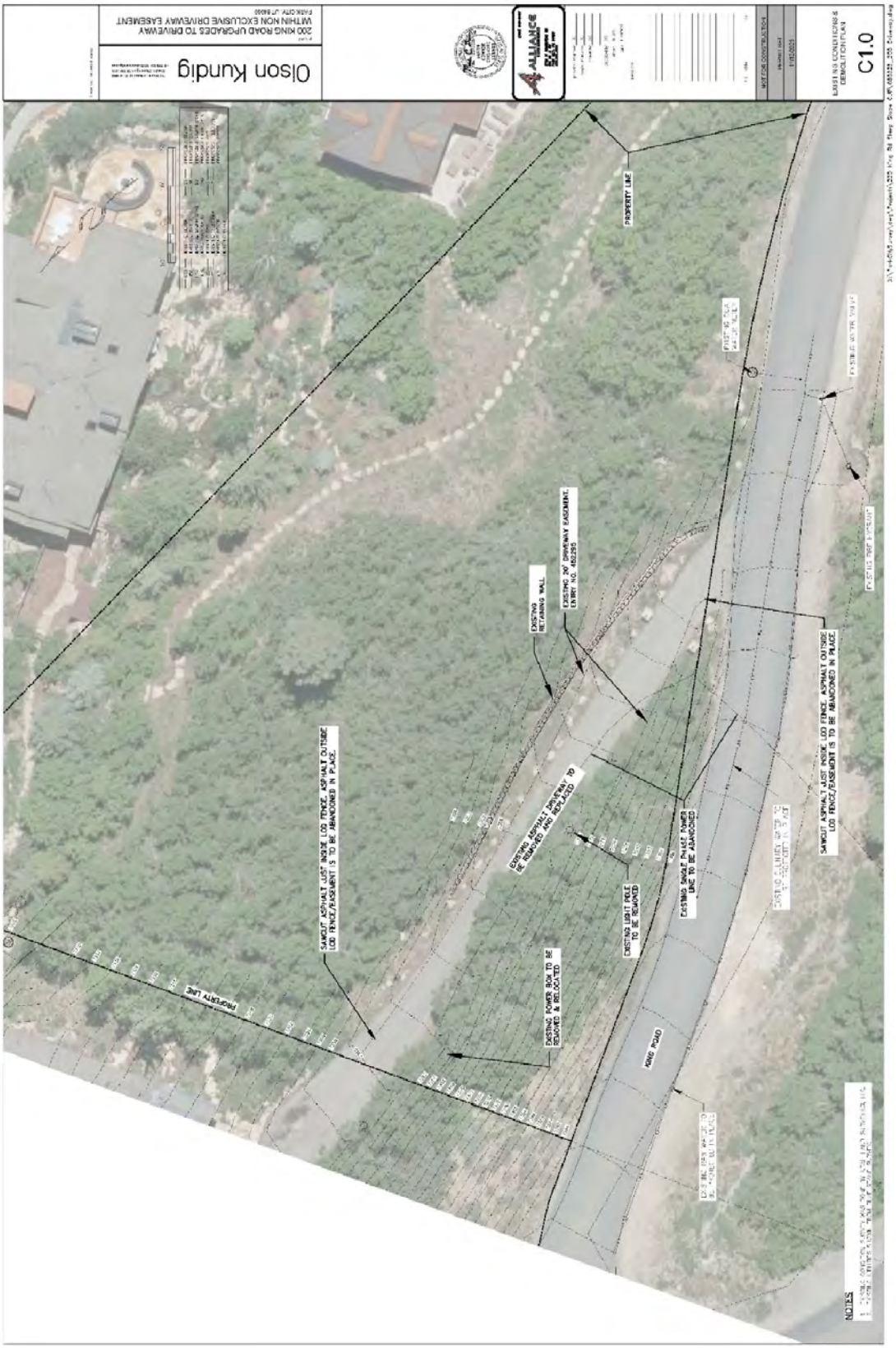
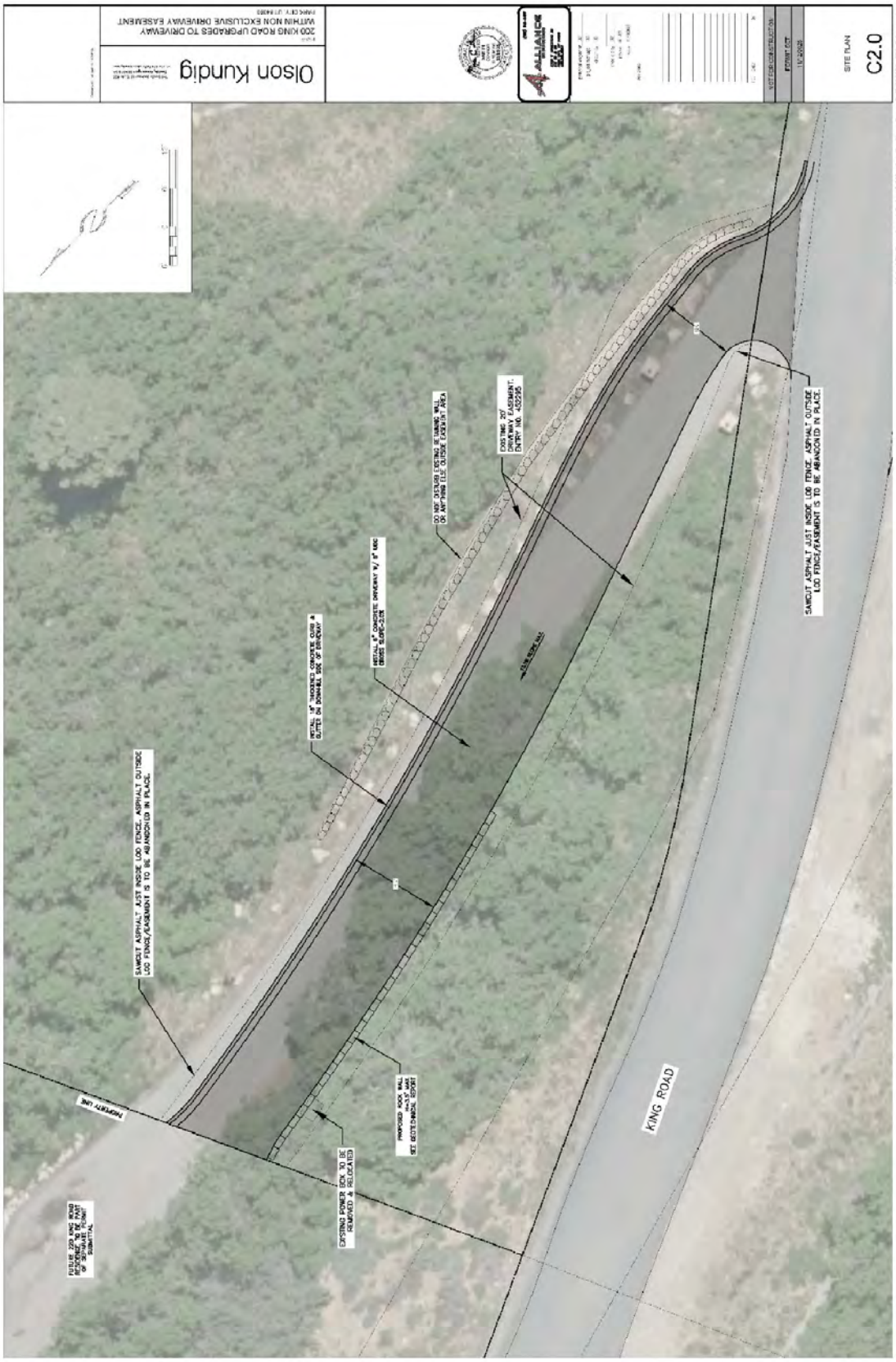
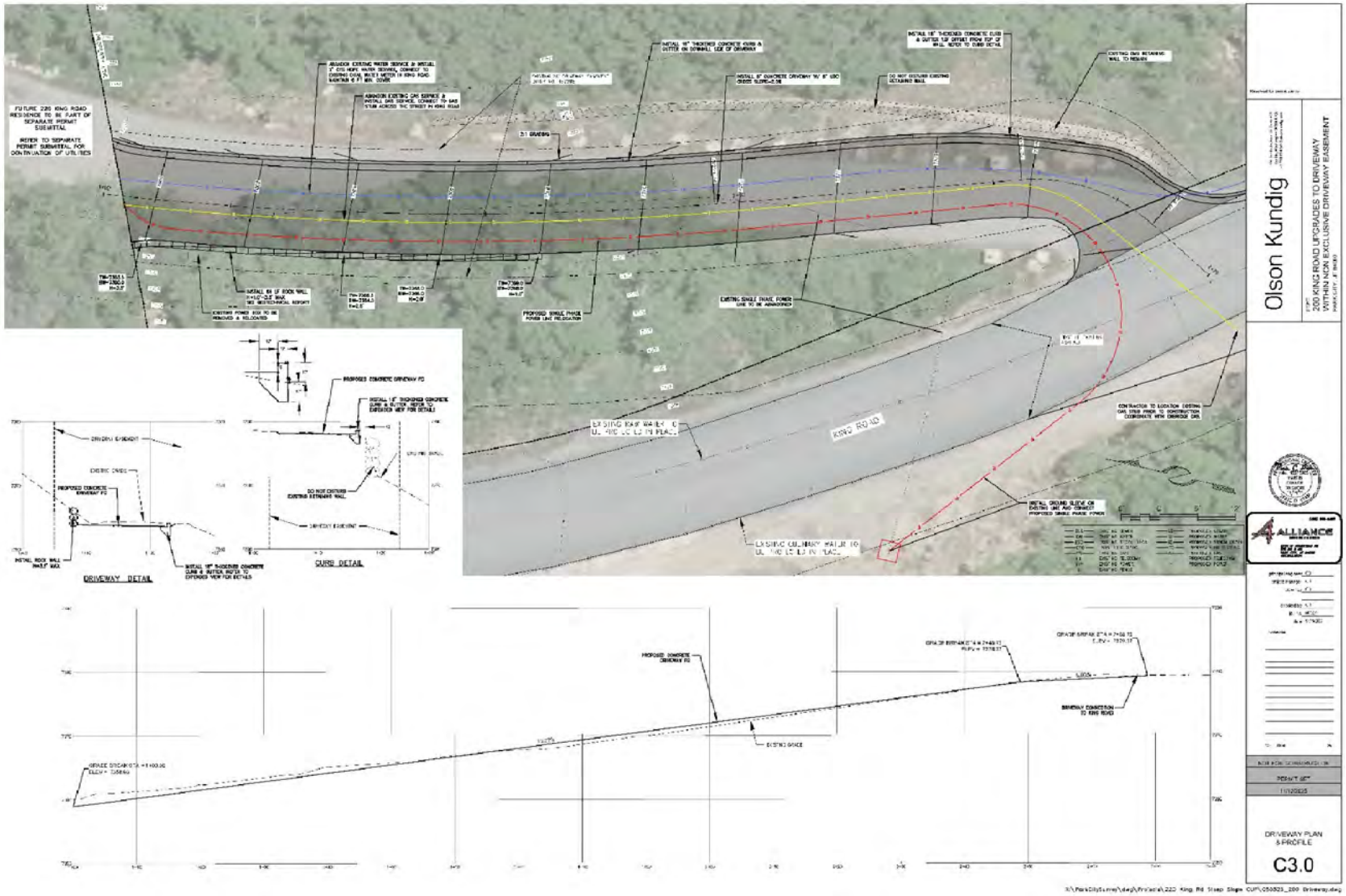
12. [illegible]


Olson Kundig
200 KING ROAD UPGRADES TO DRIVEWAY
WITHIN NON EXCLUSIVE DRIVEWAY EASEMENT
PARK CITY, UT 84060
ALLIANCE
NOT FOR CONSTRUCTION
ISSUED FOR
EXISTING CONDITIONS &
DEMOLITION PLAN
C1.0
PROPERTY LINE
EXISTING RETAINING WALL
EXISTING 20' DRIVEWAY EASEMENT
ENTRY NO. 460295
SAWCUT ASPHALT JUST INSIDE LOG FENCE. ASPHALT OUTSIDE
LOG FENCE/EASEMENT IS TO BE ABANDONED IN PLACE.
EXISTING ASPHALT DRIVEWAY TO
BE REMOVED AND REPLACED
EXISTING LIGHT POLE
TO BE REMOVED
EXISTING SWOLF PHILIP POWER
LINE TO BE ABANDONED
EXISTING POWER BOX TO BE
REMOVED & RELOCATED
KING ROAD
NOTES


Olson Kundig
200 KING ROAD UPGRADES TO DRIVEWAY
WITHIN NON EXCLUSIVE DRIVEWAY EASEMENT
PARK CITY, UTAH 84060
SITE PLAN
C2.0
KING ROAD
SAWCUT ASPHALT JUST INSIDE LOD FENCE. ASPHALT OUTSIDE LOD FENCE/EASEMENT IS TO BE ABANDONED IN PLACE.
EXISTING 20' DRIVEWAY EASEMENT. ENTRY NO. 422295
PROPERTY LINE
EXISTING FENCE TO BE REMOVED & RELOCATED


Olson Kundig
2201 KING ROAD UPGRADES TO DRIVEWAY
WITHIN NON EXCLUSIVE DRIVEWAY EASEMENT
PARK CITY, UT 84060
ALLIANCE
PERMIT SET
DRIVEWAY PLAN & PROFILE
C3.0
KING ROAD
DRIVEWAY DETAIL
CURB DETAIL

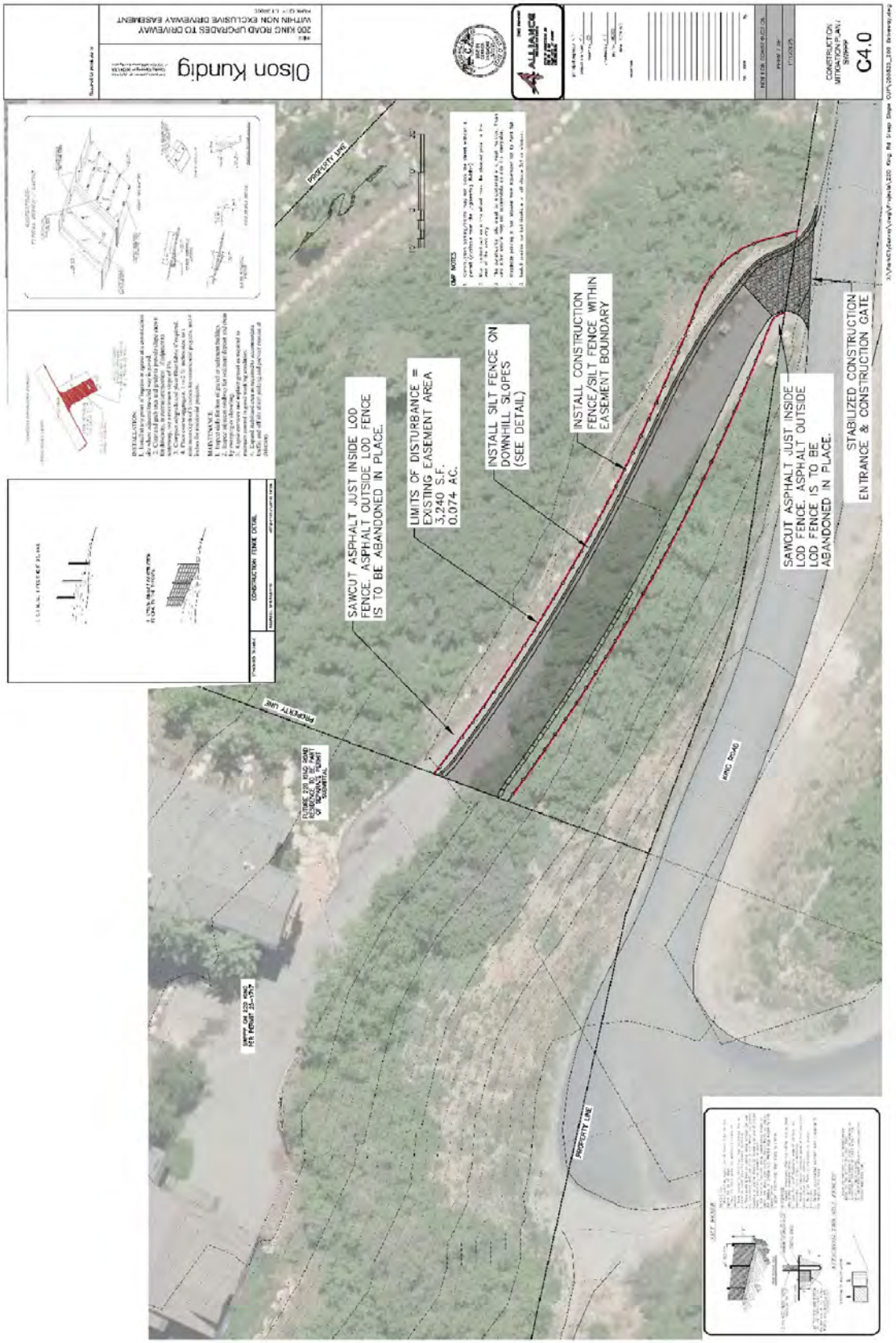

SAWCUT ASPHALT JUST INSIDE LOD FENCE. ASPHALT OUTSIDE LOD FENCE IS TO BE ABANDONED IN PLACE.
LIMITS OF DISTURBANCE = EXISTING EASEMENT AREA 3,240 S.F. 0.074 AC.
INSTALL SILT FENCE ON DOWNHILL SLOPES (SEE DETAIL)
INSTALL CONSTRUCTION FENCE/SILT FENCE WITHIN EASEMENT BOUNDARY
SAWCUT ASPHALT JUST INSIDE LOD FENCE. ASPHALT OUTSIDE LOD FENCE IS TO BE ABANDONED IN PLACE.
STABILIZED CONSTRUCTION ENTRANCE & CONSTRUCTION GATE
PROPERTY LINE
KING ROAD
Olson Kundig
200 KING ROAD UPGRADES TO DRIVEWAY WITHIN NON EXCLUSIVE DRIVEWAY EASEMENT
C4.0

EXHIBIT D

[Joint and Stipulated Motion to Dismiss - Case No. 240500559 attached below]

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Attorneys for Pesky Porcupine, LLC

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR

SUMMIT COUNTY, STATE OF UTAH

PESKY PORCUPINE, LLC, a Utah limited liability company, Petitioner, v. PARK CITY, a municipal corporation of the State of Utah. ERIC R. HERMANN and SUSAN T. FREDSTON-HERMANN, individually and in their capacity as Trustees of the FREDSTON-HERMANN FAMILY TRUST, Dated the 10th Day of October, 2016, Intervening Respondents.	**JOINT AND STIPULATED MOTION TO DISMISS** Case No. 240500559 Judge Richard Mrazik

Pursuant to Utah R. Civ. P. 7 and Utah Code §§ 10-20-101 *et seq.* ("**LUDMA**"),[1] Pesky

[1] Although it used to commence with Utah Code § 10-9a-101, LUDMA was recently recodified with the numbering set forth in this Stipulated Motion to Dismiss. Utah S.B. 1008 (2025), https://le.utah.gov/%7E2025S1/bills/static/SB1008.html.

Porcupine, LLC ("**Pesky Porcupine**") and Park City Municipal Corporation ("**Park City**") hereby jointly move to dismiss both the above-captioned case and the consolidated case styled *Hermann v. Park City*, No. 240500569 (3d Dist. Ct. Utah) (the "**HDDR Cases**"). "A legislative body may, by resolution or ordinance, settle litigation initiated under Section 10-20-1109 regarding a land use decision with a property owner through a consent agreement." Utah Code § 10-20-1110(1). The HDDR Cases perfectly fit that bill. Dismissal is an appropriate outcome that the Legislature has authorized.

First, the consent agreement and public meeting conditions have been met. Park City's legislative body, through a consent agreement and resolution, has settled the litigation in the HDDR Cases, both of which were approved "in a public meeting in accordance with Title 52, Chapter 4, Open and Public Meetings Act." *See id.* § 10-20-1110(2). A true and correct copy of the Consent Agreement is attached as Exhibit A, and a true and correct copy of the minutes of the public meeting is attached as Exhibit B. In addition to a lack of reasonable dispute over the authenticity of those documents, the Court can take judicial notice of them as public documents that are publicly accessible. *See, e.g.*, Utah R. Evid. 201; *BMBT, LLC v. Miller*, 2014 UT App 64, ¶ 7, 322 P.3d 1172 ("[W]e agree . . . that the trial court could take judicial notice of the Note as a public record."); *Brigham City v. Valencia*, 779 P.2d 1149, 1149 (Utah Ct. App. 1989) (per curiam) (taking judicial notice of Brigham City Ordinance 5-1). The process condition has been met.

Second, the correct nature of the litigation condition is met. The HDDR Cases were initiated under Section 10-20-1109 regarding a land use decision—the correct topic for the settlement—as opposed to a land use regulation or other issue. *Compare id.* § 10-20-102(41) (defining the term "land use decision" as "an administrative decision of a land use authority or appeal authority regarding: (a) a land use permit; or (b) a land use application"); *with id.* § 10-20-102(43) (defining the term "land use regulation" separately). Indeed, both of the HDDR Cases' Petitions arise under that relevant statute, and all their contentions readily acknowledge that the HDDR Cases deal with land use decisions, not a land use regulation or other issues, because all

the contentions are that Park City's decisions related to the applications was arbitrary and capricious or illegal, not that such decisions were preempted by or contrary to state or federal law or did not meet the reasonably debatable standard. *Compare id.* §10-20-1109(3)(b)–(c); *with id.* §10-20-1109(3)(a). There can be no debate that the HDDR Cases involve the type of litigation contemplated by the statute.

Although Petitioners may argue that the Petitions were technically initiated under Utah Code § 10-9a-801, the mere renumbering of that very same statute has zero substantive effect. After all, the recent bill enacting the reorganization and renumbering shows that no relevant substantive changes were made to Utah Code § 10-9a-801, meaning that the numbering has no legislative significance as to substantive rights. *See* Utah S.B. 1008 (2025), https://le.utah.gov/%7E2025S1/bills/static/SB1008.html. Aside from unduly raising form over substance, such an argument would also deviate from the Court's "primary goal when trying to wring the meaning out of statutory language," which "is to evince the true intent and purpose of the Legislature." *See, e.g.*, *Armenta v. Unified Fire Auth.*, 2025 UT 26, ¶ 18, 573 P.3d 1283 (cleaned up). That intent was to allow Park City (and other similarly situated municipalities) to resolve this type of litigation through the process that has taken place. There is nothing to indicate that the Legislature intended such a hyper technical reading, and in fact the Legislature's enactment of the applicable statutory provision as Utah Code § 10-9a-804 when Utah Code § 10-9a-801 existed and merely renumbering both later proves as much. *See* Utah S.B. 1008 (2025) (renumbering the statutory provision). The correct type of litigation has been settled.

Lastly, Park City has settled the qualifying litigation, through the correct process, and "with a property owner"—the applicant and relevant property owner: Pesky Porcupine. *See* Utah Code §10-20-1110(1). Therefore, all the conditions under LUDMA for settling the HDDR Cases have been met.

Under LUDMA, the Legislature authorized Park City to resolve the HDDR Cases through a consent agreement, resolution, and public meeting, all of which Park City has properly

undertaken. It is therefore statutorily appropriate and warranted for the HDDR Cases to be dismissed.

Because the consent agreement between Park City and Pesky Porcupine, by its own terms, amends and replaces the land use decisions at issue in this litigation, this litigation is not only resolved by settlement, but moot.

CONCLUSION

For the foregoing reasons, the Court should dismiss both the HDDR Cases based on the statutorily authorized process that has taken place, which moots this litigation.

DATED: January ___, 2026.

BRUCE R. BAIRD PLLC

*/s/*_____
Bruce R. Baird

SNELL & WILMER L.L.P.
Benjamin J. Mills

Attorneys for Intervening Respondent Pesky Porcupine, LLC

JAMES DODGE RUSSELL & STEPHENS, P.C.

*/s/*_____
**Signed with permission received via email on _____, 2026.*
Mitchell A. Stephens

PARK CITY
Margaret D. Plane
Mark Harrington

Attorney for Respondent Park City Municipal Corporation

CERTIFICATE OF SERVICE

I hereby certify that on _____, 2026, I caused a true and correct copy of the foregoing **JOINT AND STIPULATED MOTION TO DISMISS** to be served via the Court's electronic filing system to the following parties:

Margaret Plane
Mark Harrington
City Hall
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060
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*/s/*_____

[Joint and Stipulated Motion to Dismiss - Case No. 240500344 attached below]

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Attorneys for Intervening Respondent Pesky Porcupine, LLC

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SUMMIT COUNTY, STATE OF UTAH

ERIC R. HERMANN and SUSAN T. FREDSTON-HERMANN, individually and in their capacity as Trustees of the FREDSTONHERMANN FAMILY TRUST, Dated the 10th Day of October, 2016, Petitioners, v. PARK CITY MUNICIPAL CORPORATION, a political subdivision of the state of Utah, Respondent. PESKY PORCUPINE, LLC, a Utah limited liability corporation, Intervening-Respondent.	**JOINT AND STIPULATED MOTION TO DISMISS** Case No.: 240500344 Judge Richard Mrazik

Pursuant to Utah R. Civ. P. 7 and Utah Code §§ 10-20-101 *et seq.* ("**LUDMA**"),[2] Intervening-Respondent Pesky Porcupine, LLC ("**Pesky Porcupine**") and Respondent Park City Municipal Corporation ("**Park City**") hereby jointly move to dismiss this case with prejudice. "A legislative body may, by resolution or ordinance, settle litigation initiated under Section 10-20-1109 regarding a land use decision with a property owner through a consent agreement." Utah Code § 10-20-1110(1). This case perfectly fits that bill. Dismissal is an appropriate outcome that the Legislature has authorized.

First, the consent agreement and public meeting conditions have been met. Park City's legislative body, through a consent agreement and resolution, has settled the litigation in this case, both of which were approved "in a public meeting in accordance with Title 52, Chapter 4, Open and Public Meetings Act." *See id.* § 10-20-1110(2). A true and correct copy of the Consent Agreement is attached as Exhibit A, and a true and correct copy of the minutes of the public meeting is attached as Exhibit B. In addition to a lack of reasonable dispute over the authenticity of those documents, the Court can take judicial notice of them as public documents that are publicly accessible. *See, e.g.*, Utah R. Evid. 201; *BMBT, LLC v. Miller*, 2014 UT App 64, ¶ 7, 322 P.3d 1172 ("[W]e agree . . . that the trial court could take judicial notice of the Note as a public record."); *Brigham City v. Valencia*, 779 P.2d 1149, 1149 (Utah Ct. App. 1989) (per curiam) (taking judicial notice of Brigham City Ordinance 5-1). The process condition has been met.

Second, the correct nature of the litigation condition is met. The litigation was initiated under Section 10-20-1109 regarding a land use decision—the correct topic for the settlement—as opposed to a land use regulation or other issue. *Compare id.* § 10-20-102(41) (defining the term "land use decision" as "an administrative decision of a land use authority or appeal authority regarding: (a) a land use permit; or (b) a land use application"); *with id.* § 10-20-102(43) (defining the term "land use regulation" separately). Indeed, Petitioners and all their contentions readily

[2] Although it used to commence with Utah Code § 10-9a-101, LUDMA was recently recodified with the numbering set forth in this Stipulated Motion to Dismiss. Utah S.B. 1008 (2025), https://le.utah.gov/%7E2025S1/bills/static/SB1008.html.

acknowledge that this case deals with a land use decision, not a land use regulation or other issue, because all their contentions are that Park City's approval of the applications was arbitrary and capricious or illegal, not that such approval was preempted by or contrary to state or federal law or did not meet the reasonably debatable standard. *Compare id.* §10-20-1109(3)(b)–(c); *with id.* §10-20-1109(3)(a). There can be no debate that this case involves the type of litigation contemplated by the statute.

Although Petitioners may argue that they technically initiated this case under Utah Code § 10-9a-801, the mere renumbering of that very same statute has zero substantive effect. After all, the recent bill enacting the reorganization and renumbering shows that no relevant substantive changes were made to Utah Code § 10-9a-801, meaning that the numbering has no legislative significance as to substantive rights. *See* Utah S.B. 1008 (2025), https://le.utah.gov/%7E2025S1/bills/static/SB1008.html. Aside from unduly raising form over substance, such an argument would also deviate from the Court's "primary goal when trying to wring the meaning out of statutory language," which "is to evince the true intent and purpose of the Legislature." *See, e.g.*, *Armenta v. Unified Fire Auth.*, 2025 UT 26, ¶ 18, 573 P.3d 1283 (cleaned up). That intent was to allow Park City (and other similarly situated municipalities) to resolve this type of litigation through the process that has taken place. There is nothing to indicate that the Legislature intended such a hyper technical reading, and in fact the Legislature's enactment of the applicable statutory provision as Utah Code § 10-9a-804 when Utah Code § 10-9a-801 existed and merely renumbering both later proves as much. *See* Utah S.B. 1008 (2025) (renumbering the statutory provision). The correct type of litigation has been settled.

Lastly, Park City has settled the qualifying litigation, through the correct process, and "with a property owner"—the applicant and relevant property owner: Pesky Porcupine. *See* Utah Code §10-20-1110(1). Therefore, all the conditions under LUDMA for settling this case have been met.

Under LUDMA, the Legislature authorized Park City to resolve this case through a consent agreement, resolution, and public meeting, all of which Park City has properly undertaken. It is

therefore statutorily appropriate and warranted for this case to be dismissed.

Because the consent agreement between Park City and Pesky Porcupine, by its own terms, amends and replaces the land use decisions at issue in this litigation, this litigation is not only resolved by settlement, but moot.

CONCLUSION

For the foregoing reasons, the Court should dismiss this case based on the statutorily authorized process that has taken place, which moots the litigation.

DATED: January ___, 2026.

BRUCE R. BAIRD PLLC

/s/ _____
Bruce R. Baird

SNELL & WILMER L.L.P.

Jeremy J. Stewart
Benjamin J. Mills

Attorneys for Intervening-Respondent Pesky Porcupine, LLC

JAMES DOGE RUSSELL & STEPHENS, P.C.

/s/ _____ * _____
Mitchell A. Stephens
Lara A. Swensen

**Signed with permission received via email on _____ ___, 2026.*

PARK CITY
Margaret D. Plane

Attorneys for Respondent Park City Municipal Corp.

CERTIFICATE OF SERVICE

I hereby certify that on this date, a true and correct copy of the foregoing **JOINT AND STIPULATED MOTION TO DISMISS** was filed with the Clerk of the Court via the GreenFiling electronic filing system, which automatically serves copies to all counsel of record, including the following:

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Nathanael J. Mitchell
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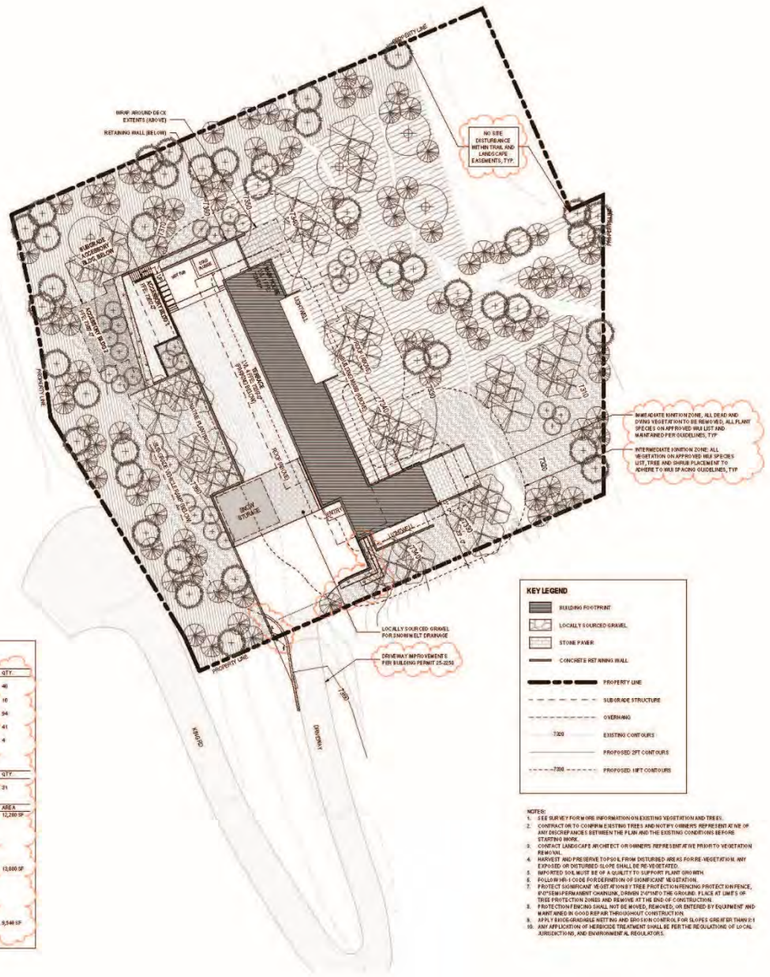
Attorneys for Respondent Park City Municipal Corp.

DATED: _____ ___, 2026.

*/s/*_____

EXHIBIT E
(Depiction of Additional Landscaping Requirements)



LANDSCAPE CALCULATIONS

TOTAL LOT SIZE: 53,694.12 SF

TOTAL IMPERVIOUS AREA: 15,874.81 SF

15,874.81 SF / 53,694.12 SF = 29.57% IMPERVIOUS SURFACE ON LOT

TOTAL LANDSCAPE AREA: 53,694.12 SF - 15,874.81 SF = 45,819.31 SF

15,387 SF OF LANDSCAPE TO RECEIVE IRRIGATION

15,387 SF / 45,819.31 SF = 33.60% OF LANDSCAPE AREA TO RECEIVE IRRIGATION

50% OF SPECIFIED PLANT SPECIES DESIGNATED AS WATER WISE PER APPROVED SPECIES LIST, ALL PLANTS TO BE GROUPED BASED ON IRRIGATION NEEDS FOR EFFICIENT IRRIGATION IN DESIGNING.

WILDLAND URBAN INTERFACE (WUI) NOTES:

1. KEEP PROPERTY CLEAR OF DEAD AND DYING VEGETATION.
2. GRASSES TO BE MOWED OR TRIMMED TO A MAXIMUM 4" HT.
3. PLANT NEW TREES IN CLUSTERS. DENSITY AND SPACING PER HOME IGNITION ZONE (LOCAL WUI AMENDMENT 6803)
4. THIN EXISTING VEGETATION TO ACHIEVE DENSITY AND SPACING PER HOME IGNITION ZONE (LOCAL WUI AMENDMENT 6803)
5. PRUNE LOW TREE BRANCHES PER LOCAL WUI AMENDMENT 6803
6. PLANT ONLY FIRE RESISTIVE SPECIES WITHIN WUI IGNITION ZONES. REF 2006 UTAH WUI CODE, APPENDIX B

PLANTING SCHEDULE

TREES

ABBR.	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	QTY.
PT-1	*Populus tremuloides*	Quaking Aspen	NO	1 1/2" CAL	46
PT-2	*Populus tremuloides*	Quaking Aspen	NO	4" CAL	10
AC	*Abies concolor*	White Fir	YES	8ft (FT TALL)	94
PM	*Pseudotsuga menziesii*	Douglas Fir	YES	4" CAL, B&B/BB	41
AG	*Acer grandidentatum*	Bigtooth Maple	YES	1 1/2" CAL	4

SHRUBS

ABBR.	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	QTY.
AU	*Amelanchier utahensis*	Serviceberry	YES	#10	21

GRASS AND PERENNIAL

TYPE	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	AREA
NATIVE SAGEBRUSH MIX					12,280 SF
	Bouteloua gracilis	Blue Grama Grass	YES	1 GAL	
	Oryzopsis hymenoides	Indian Rice Grass	YES		
	Sphaeralcea coccinea	Globemallow	YES		
	Pseudomonarda dimidia	Rocky Mountain Pseudomonarda	YES		
	Achillea millefolium	Common Yarrow	YES		
NATIVE FOREST MIX					
	Berberis aquifolium pinnata	Colorado Oregon	YES	1 GAL	13,600 SF
	Symphoricarpos albus	Snowberry	YES		
	Amelanchier alnifolia	Saskatoon Serviceberry	YES		
	Mahonia repens	Creeping Oregon Grape	YES		
	Arctostaphylos uva-ursi	Rocky Mountain Columbine	YES		
NATIVE RE-VEGETATION SEEDING MIX			YES	HYDRO-SEEDING	8,546 SF

1 **LANDSCAPE PLAN 01** - REPLACING OAK SCRUB WITH FIRS AND ASPEN

SCALE: 1"= 20'-0"

STATE OF UTAH
THOMAS WALTER HUNDRIS
7339177-0301
EXP. 05/01/26

Reserved for permit stamp

Olson Kundig

154 Grove Avenue N, Suite 100
Seattle, Washington 98109 USA
+1 206 624 5326 olsonkundig.com

project
PARK CITY RESIDENCE
220 KING ROAD
PARK CITY, UT 84060

principal architect: TH
project manager: DG
drawn by: GR, CS, HD, LL, EG
Author
checked by: Checker
job no.: 2016
date: 12/29/2025
revisions:

#	Date	Revision
no.	date	by

DD PROGRESS
12/29/2025

SITE PLAN - LANDSCAPE

A1.01

LANDSCAPE CALCULATIONS

TOTAL LOT SIZE: 53,694.12 SF

TOTAL IMPERVIOUS AREA: 10,076.01 SF

10,076.01 SF / 53,694.12 SF = 18.77% IMPERVIOUS SURFACE ON LOT

TOTAL LANDSCAPE AREA: 53,694.12 SF - 10,076.01 SF = 43,618.11 SF

15,987 SF OF LANDSCAPE TO RECEIVE IRRIGATION

15,987 SF / 43,618.11 SF = 36.65% OF LANDSCAPE AREA TO RECEIVE IRRIGATION

63% OF SPECIFIED PLANT SPECIES DESIGNATED AS WATER-WISE PER APPROVED SPECIES LIST, ALL PLANTS TO BE GROUPED BASED ON IRRIGATION NEEDS FOR EFFICIENT IRRIGATION HYDROZONING.

WILDLAND URBAN INTERFACE (WUI) NOTES:

1. KEEP PROPERTY CLEAR OF DEAD AND DYING VEGETATION.
2. GRASSES TO BE MOWED OR TRIMMED TO A MAXIMUM 4" HT.
3. PLANT NEW TREES IN CLUSTERS. DENSITY AND SPACING PER HOME IGNITION ZONE (LOCAL WUI AMENDMENT 603.5).
4. THIN EXSITING VEGETATION TO ACHIEVE DENSITY AND SPACING PER HOME IGNITION ZONE (LOCAL WUI AMENDMENT 603.5).
5. PRUNE LOW TREE BRANCHES PER LOCAL WUI AMENDMENT 603.5.
6. PLANT ONLY FIRE RESISTIVE SPECIES WITHIN WUI IGNITION ZONES. REF 2006 UTAH WUI CODE, APPENDIX B.

PLANTING SCHEDULE

TREES

ABBR.	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	QTY.
PT-1	*Populus tremuloides*	Quaking Aspen	NO	1 1/2" CAL	40
PT-2	*Populus tremuloides*	Quaking Aspen	NO	4" CAL	10
AC	*Abies concolor*	White Fir	YES	#65 (7FT TALL)	94
PM	*Pseudotsuga menziesii*	Douglas Fir	YES	4" CAL, #95/100	41
AG	*Acer grandidentatum*	Bigtooth Maple	YES	1 1/2" CAL	4

SHRUBS

ABBR.	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	QTY.
AU	*Amelanchier utahensis*	Serviceberry	YES	#10	31

GRASS AND PERENNIAL

TYPE	BOTANICAL NAME	COMMON NAME	WATERWISE	SIZE	AREA
NATIVE SAGEBRUSH MIX				1 GAL	12,280 SF
	Bouteloua gracilis	Blue Grama Grass	YES		
	Oryzopsis hymenoides	Indian Rice Grass	YES		
	Sphaeralcea coccinea	Globemallow	YES		
	Penstemon strictus	Rocky Mountain Penstemon	YES		
	Achillea millefolium	Common Yarrow	YES		
NATIVE FOREST MIX				1 GAL	13,880 SF
	Bouteloua curtipendula	Sideoats Grama	YES		
	Symphoricarpos albus	Snowberry	YES		
	Amelanchier alnifolia	Saskatoon Serviceberry	YES		
	Mahonia repens	Creeping Oregon Grape	YES		
	Aquilegia saximontana	Rocky Mountain Columbine	YES		
NATIVE RE-VEGETATION SEEDING MIX			YES	HYRDOSEEDING	9,540 SF

KEY LEGEND

- BUILDING FOOTPRINT
- LOCALLY SOURCED GRAVEL
- STONE PAVER
- CONCRETE RETAINING WALL
- PROPERTY LINE
- SUBGRADE STRUCTURE
- OVERHANG
- 7320 EXISTING CONTOURS
- PROPOSED 2FT CONTOURS
- 7330 PROPOSED 10FT CONTOURS

NOTES:

1. SEE SURVEY FOR MORE INFORMATION ON EXISTING VEGETATION AND TREES.
2. CONTRACTOR TO CONFIRM EXISTING TREES AND NOTIFY OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN THE PLAN AND THE EXISTING CONDITIONS BEFORE STARTING WORK.
3. CONTACT LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO VEGETATION REMOVAL.
4. HARVEST AND PRESERVE TOPSOIL FROM DISTURBED AREAS FOR RE-VEGETATION. ANY EXPOSED OR DISTURBED SLOPE SHALL BE RE-VEGETATED.
5. IMPORTED SOIL MUST BE OF A QUALITY TO SUPPORT PLANT GROWTH.
6. FOLLOW HR-1 CODE FOR DEFINITION OF SIGNIFICANT VEGETATION.
7. PROTECT SIGNIFICANT VEGETATION BY TREE PROTECTION FENCING PROTECTION FENCE, 6'-0" SEMI-PERMANENT CHAINLINK, DRIVEN 2'-0" INTO THE GROUND. PLACE AT LIMITS OF TREE PROTECTION ZONES AND REMOVE AT THE END OF CONSTRUCTION.
8. PROTECTION FENCING SHALL NOT BE MOVED, REMOVED, OR ENTERED BY EQUIPMENT AND MAINTAINED IN GOOD REPAIR THROUGHOUT CONSTRUCTION.
9. APPLY BIODEGRADABLE NETTING AND EROSION CONTROL FOR SLOPES GREATER THAN 3:1
10. ANY APPLICATION OF HERBICIDE TREATMENT SHALL BE PER THE REGULATIONS OF LOCAL JURISDICTIONS, AND ENVIRONMENTAL REGULATORS.

PROPERTY LINE
WRAP AROUND DECK EXTENTS (ABOVE)
RETAINING WALL (BELOW)
NO SITE DISTURBANCE WITHIN TRAIL AND LANDSCAPE EASEMENTS, TYP.
7360
7350
7340
7370
SUBGRADE ACCESSORY BLDG BELOW
HOT TUB
COLD PLUNGE
ACCESSORY BLDG 1
FFE 7360'-0"
ACCESSORY BLDG 2
FFE 7360'-0"
MAIN HOUSE
LIGHTWELL
TERRACE
LIV. 4 FFE 7356'-0"
(PARKING BELOW)
NATIVE PLANTING
SUB-GRADE VEHICLE RAMP (BELOW)
ROOF (ABOVE)
BUILDING MASS (ABOVE)
7330
7310
7320
7380
SNOW STORAGE
ENTRY
IMMEADIATE IGNITION ZONE, ALL DEAD AND DYING VEGETATION TO BE REMOVED, ALL PLANT SPECIES ON APPROVED WUI LIST AND MAINTAINED PER GUIDELINES, TYP
INTERMEDIATE IGNITION ZONE: ALL VEGETATION ON APPROVED WUI SPECIES LIST, TREE AND SHRUB PLACEMENT TO ADHERE TO WUI SPACING GUIDELINES, TYP
LOCALLY SOURCED GRAVEL FOR SNOW MELT DRAINAGE
DRIVEWAY IMPROVEMENTS PER BUILDING PERMIT 25-2250
KEY LEGEND
BUILDING FOOTPRINT
LOCALLY SOURCED GRAVEL
STONE PAVER
CONCRETE RETAINING WALL
QTY.

3D Views - Cross Valley from Rossie

Olson Kundig

220 King Road 3D Views **01**

3D Views - Eye Level from King Rd

Olson Kundig

220 King Road 3D Views **02**

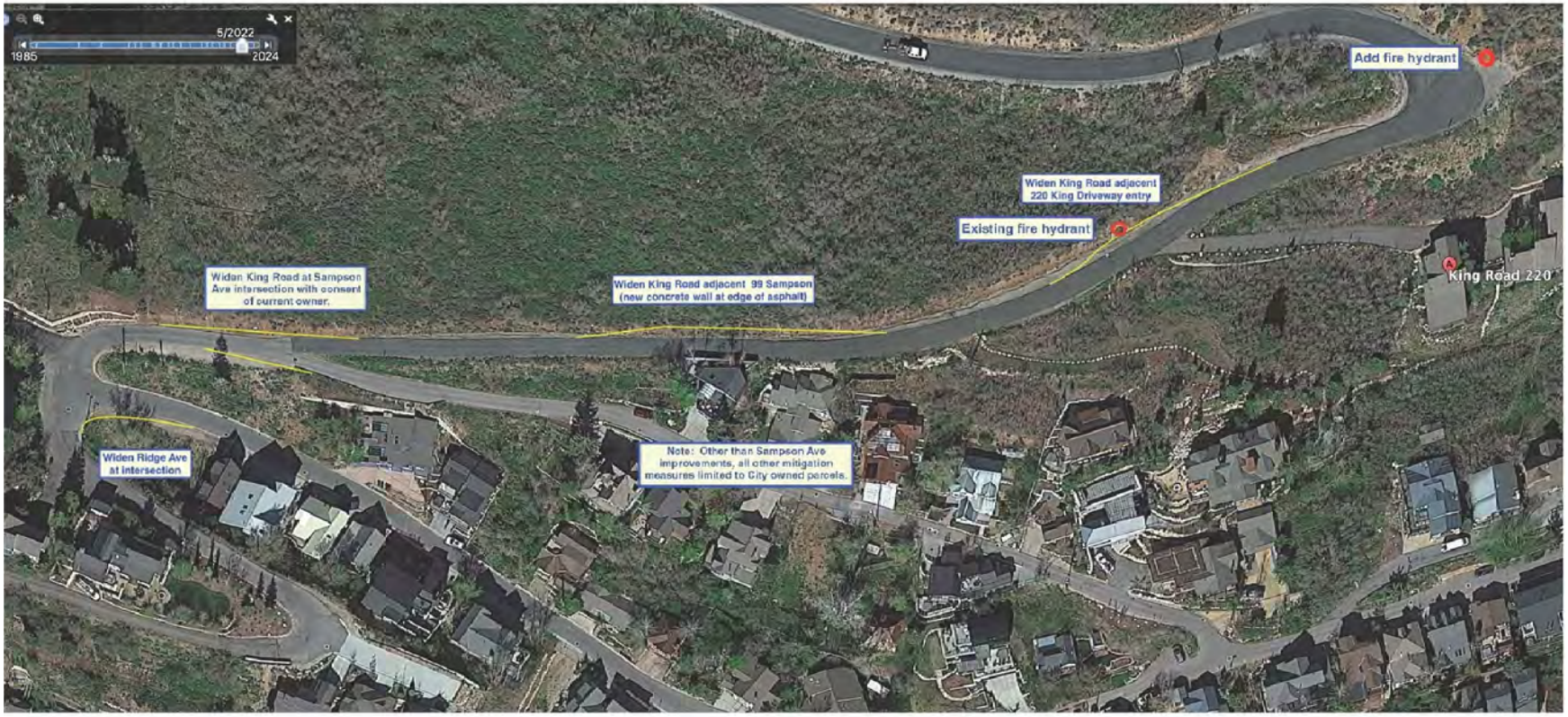
3D Views – Eye Level from Trail Easement

Olson Kundig

220 King Road 3D Views **03**

EXHIBIT F
(Depiction of Areas for Road Improvement Mitigation)

220 King - Proposed Roadway Mitigation Measures
12-29-2025



Conceptual Roadway Improvements - design to be coordinated with PCMC Engineering Dept.

EXHIBIT G
(Appeal Panel Final Action Letter)

Docusign Envelope ID: 8F80BAAA-F1EE-44B5-BD7E-3AE5E64911CD

PARK CITY 1884

Planning Department

July 15, 2024

Justin Keys
Hogan Lee Hutchinson

CC: Eric Hermann and Susan Fredston-Hermann
David Bennett
David Constable
Ed DeSisto
James Doilney
Martiena Lewis
Nicholas Schapper
Ginger Tolman
John Vrabel

NOTICE OF APPEAL PANEL ACTION

Description

Address:	220 King Road
Zoning District:	Historic Residential – 1 – Master Planned Development (HR-1-MPD)
Application:	Appeal
Project Number:	PL-24-06057
Action:	DENIED
Date of Final Action:	July 15, 2024
Project Summary:	Appeal of the Planning Commission's February 21, 2024 approval of a Conditional Use Permit and Steep Slope Conditional Use Permit to demolish an existing Single-Family Dwelling and Guest House to construct a new Single-Family Dwelling, Accessory Building, outdoor pool, and underground parking area, and to amend the Treasure Hill Subdivision Lot 2 Phase 1 First Amended Plat to remove a portion of the eastern Building Area Limits facing Old Town to shift the Building Area Limits to the west behind the Single-Family Dwelling with a 490-square-foot total increase.

PARK CITY 1884

Planning Department

Action Taken

On April 30, 2024, the Appeal Panel conducted a public hearing and voted to: a) deny the appeal of the Planning Commission's approval of the Conditional Use Permits and Steep Slope Conditional Use Permit; and b) remanded three questions to the Planning Commission regarding the Sensitive Land Overlay and the Plat Amendment. On June 26, 2024, the Planning Commission conducted a public hearing and issued their determination to the Appeal Panel regarding the Sensitive Land Overlay. The parties stipulated to a single Final Action Letter, from which any additional appeal to District Court would run. On July 15, 2024, the Appeal Panel ratified this Final Action Letter denying the appeal of the Planning Commission's approval of the 220 King Road Conditional Use Permits, Steep Slope Conditional Use Permit, and Plat Amendment according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. 220 King Road is a 1.23-acre lot with a Single-Family Dwelling built in 1998 and a Guest House built in 2000.
2. 220 King Road is Lot 2 of the Treasure Hill Subdivision Phase 1 First Amended Plat.
3. The Treasure Hill Subdivision is part of the Sweeney Master Planned Development.
4. On December 18, 1985, the Planning Commission approved the Sweeney Land Company Large Scale Master Planned Development, allocating 277 units of density through several locations in the Historic Districts and the Treasure Mountain area.
5. On October 14, 1987, the Planning Commission approved an amendment to the Sweeney Master Planned Development and reallocated 12 Unit Equivalents to accommodate extended ski trails.
6. The amended Sweeney Master Planned Development relocated two Unit Equivalents along King Road – 200 and 220 King Road. These two properties and five others became part of the eight-Lot Treasure Hill Subdivision, approved in three phases. 220 King Road is included in Phase I.
7. On August 23, 1990, the City Council adopted Ordinance No. 90-24, rezoning six of the Treasure Hill Lots, including 220 King Road, from Historic Residential – 1 to Historic Residential 1 – Master Planned Development (HR1-MPD).
8. The Applicant applied for a Conditional Use Permit to demolish the existing Single-Family Dwelling and Guest House at 220 King Road to construct a new

Single-Family Dwelling (PL-22-05318), a Conditional Use Permit for an Outdoor Pool (PL-23-05523), and a Steep Slope Conditional Use Permit (PL-23-05571).

9. The Applicant applied for a Plat Amendment (PL-22-05318) to remove a portion of the eastern Building Area Limits facing Old Town to shift the Building Area Limits to the west behind the Single-Family Dwelling with a 490-square-foot total increase.
10. On February 14, 2024, the Planning Commission conducted a public hearing and voted 4-2 to approve the Plat Amendment, and 3-3 to approve the Conditional Use Permits, with the Planning Commission Chair voting to approve, breaking the tie.
11. On March 1, 2024, the Appellants appealed the Planning Commission's approval.
12. On April 30, 2024, the Appeal Panel conducted a public hearing and determined:
    a. the Appellants have standing and both letters were considered.
    b. The Appellants failed to meet their burden of proving where the Planning Commission erred in applying the Land Management Code to the applications.
    c. The Planning Commission decision does not alter the existing easement of record regarding the driveway access.
    d. The Planning Commission properly determined the vesting of the Sweeney Master Plan regarding the calculation of height.
    e. The Planning Commission properly determined reasonable Conditions of Approval to mitigate adverse impacts of the applications.
13. The Appeal Panel remanded the following questions to the Planning Commission:
    a. Whether the Sensitive Land Overlay applies due to Sweeney Master Planned Development vesting.
    b. If the Sensitive Land Overlay Applies, whether it can bisect a Lot.
    c. If the Sensitive Land Overlay applies, what is staff's Sensitive Land determination, recommendation, and mitigations.
14. On September 24, 1992, the City Council enacted Ordinance No. 92-17 *Adopting the Sensitive Area Overlay Zone Regulations and Amending the Official Zoning Map of Park City, Utah to Include the Sensitive Area Overlay Zone and Amending the Land Management Code of Park City, Utah to Better Regulate Development of Sensitive Lands.*
15. The 1992 Sensitive Land Overlay regulations state:
    a. *There are a number of existing, valid Master Plans which have been approved. Requests for site specific approval for parcels within Large*

PARK CITY 1884

Planning Department

Scale Master Plans which are located within the Sensitive Area Overlay Zone shall be required to go through the Sensitive Lands Analysis and the development will be required to be placed on the least sensitive portion of the parcels. In general, the site design criteria shall apply to these proposals.

If there is a request to change the form of density for a part or all of a Master Plan or a request to substantially modify the plan, the total permitted density will be reevaluated based upon the criteria in these provisions.

16. A determination regarding the applicability of this provision to the Sweeney MPD was issued by the City Attorney in 1992. The February 14, 2024 Planning Commission packet included a September 22, 1992 letter to Michael Sweeney from City Attorney James Carter, providing the following:

> 1. Will the Sensitive Lands Overlay Zone apply to the Sweeney property's master plan hillside portion (Treasure Hill)? Yes. However, Land Management Code § 3.14(c)(2) Length of Approval, provides, in pertinent part, "Zone changes occurring while the approval is in effect shall not effect the approval. Changes in the master plan requested by the developer will be reviewed and approved as a revision to the master plan by the Planning Commission. A change will be defined as any change in concept, unit type, configuration or number. At that time, the Planning Commission shall review the entire MPD, even if only one parcel or phase is involved in the modification, under the regulations in effect at the time of review. Modifications shall act as an extension of the approval." The Sensitive Lands Ordinance is being adopted in the form of an overlay zone, and so would not, by itself, affect the approved Sweeney Master Plan. If, however, a change in the master plan is requested, as defined in the LMC, the provisions of the Sensitive Lands Ordinance would be applied.

17. The Sweeney MPD was approved, and 220 King Road (and other Treasure Hill Properties) were zoned HR1-MPD by the City Council, prior to enactment of the Sensitive Land Overlay in 1992.
18. The Treasure Hill properties within the Sweeney MPD were platted and the plats amended after enactment of the Sensitive Land Overlay. However, as indicated in City Attorney James Carter's 1992 letter, the Sensitive Land Overlay was not applied to the properties because a comprehensive amendment to the Sweeney MPD was not proposed.
19. On September 7, 1995, the City Council adopted Ordinance No. 95-50 approving the Treasure Hill Phase I Subdivision. This established Lot 1 (200 King Road), Lot 2 (220 King Road), Lot 3 (425 Norfolk Avenue), and Lot 4 (375 Norfolk Avenue) within the HR1-MPD Zoning District and dedicated Lot 5, over 40 acres of Open Space, to Park City Municipal.
20. The City Council has not amended the Sensitive Land Overlay adjacent to the 220 King Road property on the Zoning Map by an approved land use ordinance. The 1992 Sensitive Land Overlay map is the regulatory map, which did not

PARK CITY 1884

Planning Department

intentionally bisect 220 King Road. Any inconsistent digitized map is a clerical error.

21. On June 26, 2024, the Planning Commission conducted a public hearing and determined:
    a. The Sweeney Master Planned Development is vested prior to the adoption of the Sensitive Land Overlay.
    b. Although the Sensitive Land Overlay would apply to a substantive change, the Sensitive Land Overlay does not apply to the 220 King Property because a land use ordinance has not amended the original Sensitive Land Boundary, which does not include 200 King Road.
    c. No determination regarding the Staff Sensitive Land Overlay is necessary because the regulations are not applicable per sections (a) and (b) above.

Conclusions of Law

1. The appellants did not meet their burden to demonstrate the Planning Commission erred in applying the Land Management Code to the three applications.
2. The Planning Commission correctly applied Land Management Code Chapter 15-7 and Sections 15-7.1-3(B), 15-1-10, 15-2.2-6, and 15-15-1.
3. The Planning Commission correctly adopted reasonable conditions of approval to mitigate any adverse impacts of the approvals.

Conditions of Approval

1. All Conditions of Approval from the Planning Commission Action Letters dated February 21, 2024 apply (attached as Exhibit A).

If you have questions or concerns regarding this Final Action Letter, please call 435-615-5060 or email planning@parkcity.org.

Sincerely,

DocuSigned by:
Adam Strachan
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7/22/2024

Adam Strachan, Appeal Panel Chair

Sarah Hall, Planning Commission Chair