Planning Commission
Staff Report

Subject: 875 Main Street, Unit A – Victory Ranch Member Center
Author: Makena Hawley
Project Number: PL-15-02732
Date: June 10, 2015
Type of Item: Conditional Use Permit (CUP)

Summary Recommendations

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for an Off-Premise Private Residence Club at 875 Main Street Unit A, conduct a public hearing, and consider approving the Conditional Use Permit based on the findings of fact, conclusion of law, and conditions of approval found in this staff report.

Description

Applicant:	Victory Ranch Acquisitions, LLC represented by Jeff Graham, Director of Development
Location:	875 Main Street Unit A
Zoning:	Historic Recreation Commercial (HRC) District
Adjacent Land Uses:	Residential Condominiums/Resort Commercial/Bar/Restaurant/General/Office
Reason for Review:	Conditional Use Permits require review and final action by the Planning Commission

Proposal

The applicant requests to use the existing commercial condominium unit, privately owned by the applicant, for an off-premise private residence club at 875 Main Street, Unit A. The proposed use requires a Conditional Use Permit in the Historic Recreation Commercial (HRC) District**.**

Background

On April 1, 2015, the City received a complete Conditional Use Permit (CUP) application requesting approval of a private residence club, off site, at 875 Main Street, Unit A. Since November 2014, Victory Ranch has occupied the space with a retail business license. It was determined that they weren't using the space as retail and therefore needed a business license specifically for a private residence club, off site, and a Conditional Use Permit would be required.

The entire Unit A is 1225 square feet, platted as Private Commercial Ownership. The space has been previously used as a Gallery, a financial office and a retail use, the unit was approved with the Lift Lodge at Town Lift condominium plat in 1999. The building was approved in June 11, 1997 with the McIntosh Mill CUP. It was constructed as an allowed us in the HRC zone following approval of the design by the Historic Design Review ask Force per the Historic District Guidelines. It is not included in any MPD. The Lift Lodge at Town Lift Condominiums was approved as a mixed use building consisting of 13 condominium units (12,381 net square feet), 842 square feet of support commercial uses, and 3,554 square feet of net leasable commercial space. In addition there are 8,654 square feet of parking and storage. The Lift Lodge at Town Lift has 12 shared spaces reserved for the 3 commercial spaces within the condominium project. Typically 2 cars per day from the member center use the parking garage spaces allotted.

The Lift Lodge at Town Lift Plat

Unit A is shown on the plat as part of the private commercial ownership area designation. The plat identifies four (4) categories: common areas and facilities, private residential ownership, limited common areas, and private commercial ownership. Commercial areas include retail, meeting rooms, and restaurants. The Condominium Plat for this project notes residential and commercial units. The proposed off site private residence club would be located within the proposed commercial space noted on the Plat.

Purpose of the Historic Recreation Commercial District

The purpose of the Historic Recreation Commercial (HRC) District is to:

(A) Maintain and enhance characteristics of Historic Streetscape elements such as yards, trees, vegetation, and porches,
(B) Encourage pedestrian oriented, pedestrian-scale Development,
(C) Minimize visual impacts of automobiles and parking,
(D) Preserve and enhance landscaping and public spaces adjacent to Streets and thoroughfares,
(E) Provide a transition in scale and land Uses between the HR-1 and HCB Districts that retains the character of Historic Buildings in the Area,
(F) Provide a moderate Density bed base at the Town Lift,
(G) Allow for limited retail and Commercial Uses consistent with resort bed base and the needs of the local community,
(H) Encourage preservation and rehabilitation of Historic Buildings and resources.
(I) Maintain and enhance the long term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

The footnote attached to the Conditional Use of a Private Residence Club, Off Site reads as: “Prohibited in storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue Rights-of-Way, excluding those HRC zoned Areas north of 8th Street; excluding without limitation, addresses contained within the following Buildings:

702 Main Street, 710 Main Street, 780 Main Street, 804 Main Street, 890 Main Street, and 900 Main Street ". 875 Main Street is located north of 8th Street, therefore is excluded.

*Please see vertical zoning exhibit "F".
*Please see Exhibit "G" for a table showing allowed uses and Conditional Uses

Analysis

An off-premise private residence club is defined as "Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner's association, timeshare membership, residential club, or real estate project. Hospitality includes, but is not limited to, any of the following services: real estate, restaurant, bar, gaming, locker rooms, storage, salon, personal improvement, Office". (LMC § 15-15-8.1.48 (D)).

The use of the member club will not be public and is for the exclusive benefit of the Victory Ranch Members. It will be a home base at the bottom of Park City Mountain Resort for members to utilize lockers, allow a space to change from/to ski gear, for families to re-group, and to serve as a gathering spot for après ski. There is no commercial kitchen, but light refreshments and snacks are available to members.

The maximum occupancy is 48 people based upon the Fire District approval. The member center is locked at all times and accessed with a card key, available for use from the hours of 8:00 AM – 12:00 AM.

Included for Victory Ranch members is a Sprinter Van and Suburban which are always on call for the members and guests. The vans are able to pick up members from various locations and bring them to and from 875 Main Street. On an average day, 8 members use the facility. On a great snow day, 12 people will normally utilize the center. Normally 4-6 people per van use the transportation service the member center provides. Parking has not been a problem for members or patrons using Main Street, even during Sundance. The Lift Lodge at Town Lift has 12 shared spaces reserved for the 3 commercial spaces within the condominium project. Typically 2 cars per day from the member center use the parking garage spaces allotted.

The Planning Commission must review each of the following items when considering whether or not the proposed conditional use mitigates impacts of and addresses the following items as outlined in LMC § 15-1-10(E):

1) Size and location of the site.

No unmitigated impacts. The entire unit is 1,225 square feet. The applicant is requesting to use of the entire unit for the requested use. The max occupancy is 48 people; however the on-site staff confirms there are rarely more than 12 people utilizing the location per day. The space is not used as a destination space rather as a transition space for members of Victory Ranch to utilize the club before and after skiing/riding at

the resorts and for the close proximity to shopping and dining on Main Street. Staff finds that any impacts of this use regarding the size and location have been mitigated.

2) Traffic considerations.

No unmitigated impacts. The requested use allows the Victory Ranch Members to shuttle in or park at the 875 Main Street parking garage. Although the member center can hold a maximum of 48 people, the space is more commonly utilized by 12 people per day. Staff finds the small number of people will not cause any unmitigated impacts to traffic.

3) Utility capacity.

No unmitigated impacts. No additional utility capacity is required for the requested use.

4) Emergency vehicle access.

No unmitigated impacts. Emergency vehicles can easily access the unit and no additional access is required.

5) Location and amount of off-street parking.

No unmitigated impacts. According to the Non-Residential Parking Ratio, the requested use fits best under the definition of a "Recreation Facility, Private or HOA" (LMC § 15-3-13 (B)). The proposed definition triggers a minimum parking requirement of 1 space per 4 persons maximum rated capacity. With the 1,225 square foot unit having a maximum capacity of 48 people based on Fire District Approval, 12 parking spaces would be required.

Recreation Facility, Private or HOA	Minimum of 1 space per 4 persons maximum rated capacity

The plat for the Lift Lodge Condos dedicates 12 spaces within the underground parking garage reserved for the 3 platted commercial spaces. No spaces are reserved between the commercial spaces; it is first come first serve.

The parking requirements for the building were determined using a shared parking scenario. In addition to the platted spaces, there is a parking management plan approved in 1998 that created shared parking between 875 Main Street and the Town Lift Plaza/Caledonian. 875 Main Street agreed to physically connect their parking structure with the existing 147 space parking structure for the Town Lift Plaza/Caledonian. (Exhibit I). Exhibits H – M show the parking agreement proposal and signed deeds and agreements that created the blended spaces in the shared garages.

The applicant, Victory Ranch LLC, provides a twelve (12) person sprinter van and a Suburban that shuttle members from their homes to the member center and Main Street. These vehicles are always on call. The Director of Development for Victory Ranch noted that typically 4-6 people, per van, utilize this service a day. Staff believes there are enough parking spaces provided for the maximum amount of people to attend

the club without causing negative parking impacts on or around Main Street. Staff also finds that this use is not as intensive as the code suggests for a destination recreation facility, however this was the closest use staff could determine in the parking requirement table. The on-site staff member for Victory Ranch has noted that only a quarter of the maximum 48 people will visit the club on a normal basis. Half of which utilize the shuttle service. Staff finds the requested use of the space is similar in nature to the support uses to the primary development/use in the area and no additional impacts need to be mitigated in terms of parking considerations.

6) Internal circulation system.

No unmitigated impacts. The parking area/driveway is directly accessed off 9th Street. Secondary access is provided from the adjacent parking structure which has access to Park Avenue. There is street parking and Main Street pedestrian access as well. Going along Main Street there is an ADA easement that accesses the first floor of the Lift Lodge at Town Lift Condominiums.

7) Fencing, screening and landscaping to separate uses.

No unmitigated impacts. Fencing, screening, and landscaping are not proposed at this time and are not needed to separate uses as the uses are fully enclosed within the existing building. Staff has surveyed the site and all landscaping around the Lift Lodge looks great!

8) Building mass, bulk, orientation and the location on site, including orientation to adjacent buildings or lots.

No unmitigated impacts. The requested use will not affect the existing building mass, bulk, orientation and the location on site, including orientation to adjacent building. Staff does not find there to be additional impacts as no exterior changes to the building are being proposed.

9) Usable open space.

No unmitigated impacts. No useable open space will be affected with the requested use from what is currently found on site.

10) Signs and lighting.

No unmitigated impacts. No additional signs or exterior lighting are associated with this proposal. Any new exterior lighting is subject to the LMC development standards related to lighting and will be reviewed for compliance with the LMC at the time of application. All signs are subject to the Park City Sign Code.

11) Physical design and compatibility with surrounding structures in mass, scale and style.

No unmitigated impacts. The requested use will not affect the existing physical design and compatibility with surrounding structures in mass, scale and style.

12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site.

No unmitigated impacts. Noise, vibration, odors, steam or mechanical factors are anticipated that are normally associated with a commercial use. The hours of use for the member center are from 8:00 AM – 12:00 PM with a max occupancy of 48 people. The Development Director Mr. Jeff Graham has noted that the club will hold small wine and cheese gatherings for members once a month in the winter and roughly 15 people will attend. The impacts for the private resident club will be less than a bar or restaurant located in this area facing Main Street.

The applicants have heard from several neighbors within the Lift Lodge Condominiums and assured them there would be no problems but the neighbors are always welcome to point out matters of concern. The neighboring resident has not had any problems to date and the residence club has occupied the space since November of 2014. The HOA is responsible for enforcement of the CCRs.

13) Control of delivery and service vehicles, loading and unloading zones, and screening.

No unmitigated impacts. The proposal will require infrequent delivery trucks that are subject to Main Street delivery hours. Trash and recycling will not require screening as the bins are located within the garage below the location. The Association brings the bins to the street for pickup at required times.

14) Expected ownership and management of the property.

No unmitigated impacts. The expected ownership and management of the property is not projected to add impacts that would need additional mitigation. The entire unit is owned by Victory Ranch Acquisitions LLC for the use of their members.

15) Sensitive Lands Review.

No unmitigated impacts. The proposal is not located within the Sensitive Lands Overlay.

Process

Approval of this application constitutes Final Action that may be appealed following the procedures found in LMC § 1-18. A Building Permit is publicly noticed by posting of the permit.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On May 13, 2015, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record on May 9, 2015. Notice for this Conditional Use Permit application was provided for the May 27, 2015, meeting. At the May 27, 2015 meeting the item was continued to June 10, 2015.

Public Input
Staff received a phone call from the owner of the adjacent residential unit with specific comments regarding the possibility of noise generated from the proposed use and requested general information on the project.

Recommendation
Staff recommends that the Planning Commission review the proposed Conditional Use Permit for an Off-Premise Private Residence Club at 875 Main Street Unit A, conduct a public hearing, and consider approving the conditional use based on the following findings of fact, conclusion of law, and conditions of approval:

Findings of Fact

1. Applicant requests the use of the commercial condominium unit as an off-premise private residence club at 875 Main Street Unit A.
2. The proposed use requires a Conditional Use Permit in the Historic Recreation Commercial (HRC) District.
3. This use will not affect any exterior areas and no exterior changes are proposed to the building.
4. The current space was previously used as a gallery, a development group office, and a retail use.
5. The entire unit, Unit A, is 1225 square feet.
6. The requested use will occupy the entire unit.
7. Based on Fire District Approval the 1225 square foot unit has a maximum capacity of 48 people.
8. The unit was platted as Private Commercial Ownership Unit A of the Lift Lodge at Town Lift plat recorded in 1999. It is not part of any Master Planned Development.
9. The structure was reviewed by the Design Review Task Force for compliance with design guidelines and approved as an allowed use.
10. Land Management Code (LMC) § 15-2.5-3(B)(31) indicates that a Private Residence Club, Off Site, is a Conditional Use in the HRC District.
11. The footnote attached to the Conditional Use of a Private Residence Club, Off Site reads as: “Prohibited in storefronts adjacent to the Main Street, Swede Alley, Heber Avenue, or Park Avenue Rights-of-Way, excluding those HRC zoned Areas north of 8th Street; excluding without limitation, addresses contained within the following Buildings: 702 Main Street, 710 Main Street, 780 Main Street, 804 Main Street, 890 Main Street, and 900 Main Street “. 875 Main Street is located north of 8th Street, therefore is excluded from the provisions of the vertical zoning regulations.
12. The Land Management Code defines the Club, Private Residence Off-Site as: Any Use organized for the exclusive benefit, support of, or linked to or associated with, or in any way offers exclusive hospitality services and/or concierge support to any defined Owner’s association, timeshare membership, residential club, or real estate project. Hospitality includes, but is not limited to, any of the following services: real estate, restaurant, bar,

gaming, locker rooms, storage, salon, personal improvement, Office. "(LMC § 15-15-81.49)(E).

13. The actual use of the member club will not be public and is for the exclusive benefit of the Victory Ranch Members. It will be a home base at the bottom of Park City Mountain Resort for members to utilize lockers, allow a space to change from/to ski gear, for families to re-group, and to serve as a gathering spot for après ski.
14. No additional utility capacity is required for the requested use.
15. Emergency vehicles can easily access the unit and no additional access is required.
16. According to the Non-Residential Parking Ratio, the requested use fits best under the definition of a "Recreation Facility, Private or HOA" (LMC § 15-3-13 (B)). This triggers a minimum parking requirement of 1 space per 4 persons maximum rated capacity. With the 1225 square foot unit having a maximum capacity of 48 people based on Fire District Approval, 12 parking spaces are required.
17. The parking in the Lift Lodge provides 12 spaces to share between the three (3) commercial uses in the building.
18. The unit was approved with the Lift Lodge at Town Lift condominium plat in 1999. The building was approved in June 11, 1997 with the McIntosh Mill CUP.
19. The Lift Lodge was involved in a shared Parking Plan with the Summit Watch and Town Lift Plaza/Caledonian parking structures allowing the parking needs for the adjacent developments to be shared.
20. The applicant, Victory Ranch LLC, provides a twelve (12) person sprinter van and a Suburban that shuttle members from their homes to the member center/Main Street. These vehicles are always on call. The General Director of Victory Ranch noted that typically 4-6 people, per van, utilize this service a day.
21. The parking area/driveway is directly accessed off 9th street and no changes to the access or parking area are proposed.
22. Fencing, screening, and landscaping are not proposed at this time and are not needed to separate uses as the uses are fully enclosed within the building.
23. The requested use will not affect the existing building mass, bulk, orientation and the location on site, including orientation to adjacent building.
24. No useable open space will be affected with the requested use from what is currently found on site.
25. All signs are subject to the Park City Sign Code. No additional signs and lighting are associated with this proposal.
26. Any new exterior lighting is subject to the LMC development standards related to lighting and will be reviewed for compliance with the LMC at the time of application. No additional lighting is proposed at this time.
27. The requested use will not affect the existing physical design and compatibility with surrounding structures in mass, scale and style.

28. Noise, vibration, odors, steam or mechanical factors normally associated with the purpose use will not require additional mitigation as the space was constructed as a commercial unit and no changes to the shared interior walls or to the exterior windows or doors are proposed.
29. The club will hold small wine and cheese gatherings for members once a month in the winter and roughly 15 people attend. The impacts for the private resident club are less than a bar or restaurant located in this area facing Main Street.
30. The proposal will not affect any control of delivery and service vehicles, loading/unloading, and screening.
31. The expected ownership and management of the property is not projected to add impacts that would need additional mitigation.
32. The entire unit is owned by Victory Ranch Acquisitions LLC with private use by members of the Victory Ranch Owner's Association and guests.
33. The proposal is not located within the Sensitive Lands Overlay.
34. Unit A is shown on the plat as part of the private commercial ownership designation. The plat identifies four (4) categories: Common areas and facilities, private residential ownership, limited common areas, and private commercial ownership. Commercial areas include retail, meeting rooms, and restaurants. The proposed private residence club space would be located within the commercial space noted on the Plat as Unit A.

Conclusion of Law:

1. The application complies with all requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The use is consistent with the Park City General Plan, as amended. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval

1. The requested use shall be conducted within the specified space at 875 Main Street, Unit A as approved by the Planning Commission, which is within a fully enclosed building per Park City Land Management.
2. The applicant is responsible for management of the club and enforcement of the Covenants, Conditions and Restrictions of the Lift Lodge Condominiums.
3. If the Off Premise Private Residence Club use is abandoned for a year or more, this Conditional Use Permit shall be void.
4. All conditions of approval of the McIntosh Mill CUP continue to apply.

Exhibits:

Exhibit A – Applicant's Project Intent
Exhibit B – Vicinity Map
Exhibit C – Floor Plan
Exhibit D – The Lift Lodge at Town Lift Plat Map (sheet 1&3)

Exhibit E – Site Photograph
Exhibit F – Map of unaffected vertical zoning areas along Main Street
Exhibit G – HRC Chapter Allowed and Conditional Uses table of the LMC
Exhibit H – 875 Main St. Conditional Use Permit action letter
Exhibit I – 875 Main St. Staff Report
Exhibit J – 875 Main St. Parking Management Plan Planning Commission Action Letter
Exhibit K – McIntosh Mill and Summit Watch Garages Proposed Parking Plan
Exhibit L – Original Easement Deed
Exhibit M – Amended Easement Deed

VICTORY RANCH

EXHIBIT A

Conditional Use Permit for 875 Main Street

The Victory Ranch Member Center at 875 Main is a gathering place for members of Victory Ranch. A home base from which Ranch members and their accompanied guests can access all that Park City has to offer. The approximately 1300 square foot space is filled with lockers, comfortable seating, service area and bathroom. Area neighbors include restaurants, galleries, theaters, hotels, shops, ski resorts and spas.

875 Main will be accessible to our members from 8 am - midnight, 7 days-a-week and will be staffed accordingly. During ski season and during Park City events or festivals, staff will host program events for members. All F&B is included in member dues, there will be no charge for anything.

Members will be able to travel to 875 from the Ranch via shuttle service or arrive on their own. When not staffed, members can access with the same access card used when entering or exiting Victory Ranch.

875 Main is located on a busy street in a mixed use zoned area. Two restaurants have outdoor seating areas located near the entrance and the town lift of PCMR is approximately 40 feet from the door. Victory Ranch members will come and go quietly and respect to their neighbors.

EXHIBIT B

ALTA / ACSM SURVEY
JUPITER PEAKS

SHEET 2 OF 2

GRAPHIC SCALE
-30 0 15 30 60
(IN FEET)
1 inch = 30 ft.

DAVID D. PETERSON No. 295720 12/22/2014 STATE OF UTAH
2 OF 2

DEER VALLEY DRIVE - HWY 224 - PUBLIC - WIDTH VARIES
PAVING WIDTH APPROX 63'

MAIN STREET - PUBLIC - WIDTH VARIES

8th STREET - PUBLIC - 42' ROW

7TH STREET - PUBLIC - 42½ ROW

PARK AVE- PUBLIC - 50± ROW

MAIN STREET - PUBLIC - 48' ROW

SUMMIT WATCH AT PARK CITY PHASE 2A RECORDED #441130, DATE 11-3-95 STREET ADDRESS 780 MAIN STREET

SUMMIT WATCH AT PARK CITY PHASE 1A RECORDED #425894, DATE 3-8-95 STREET ADDRESS 710 MAIN STREET

SUMMIT WATCH AT PARK CITY PHASE 1 RECORDED #397620, DATE 2-7-94 STREET ADDRESS 738 MAIN STREET

SUMMIT WATCH AT PARK CITY PHASE 2A RECORDED #441830, DATE NOV. 3, 1995 STREET ADDRESS 804 MAIN STREET

BUILDING A5 SUMMIT WATCH AT PARK CITY PH. 3A RECORDED #463872, SEPTEMBER 30, 1996 STREET ADDRESS 880 MAIN STREET

THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS ADDRESS 875 MAIN STREET

PARCEL 1 - UNITS B & C DETAIL SHOWN ON SHEET 1 OF 2

PARCEL 2 GRANT OF EASEMENT JULY 14, 1999 ENT. 544024

PARCEL 4 24' NON-EXLUSIVE EASEMENT RECORDED MAY 27, 1993, ENT 380058

EXPANDABLE AREA #1 CONTAINS: 18,491 SF EXCEPTION 38 "MARRIOT SPORT FACILITY PARCEL"

EXPANDABLE AREA 3 PUBLIC BIKE PATCH AND UTIL EASEMENT

PUBLIC PEDESTRIAN EASEMENT REC. JUNE 24, 1994, ENT.#408161

NON-EXCLUSIVE UTILITY AND WATERLINE EASEMENT AS SHOWN ON PHASE 2A PLAT

EXCEPTION TO PRIVATE SANITARY SEWER LATERAL EASEMENT

EXISTING BUILDING - NOT A PART

ACCESS EASEMENT REC JUNE 19, 1992 ENT 350943 NOT SHOWN IN PHASE 2 AND 3 ENTRY No. APPEARS TO BE INCORRECT

NON-EXCLUSIVE SIDEWALK AND UTIL EASEMENT - PLATTED

FOUND - BRASS CAP MON P.I. PARK AVENUE

FOUND - BRASS CAP MON 9TH AND PARK AVENUE

FOUND - BRASS CAP MON PARK AVENUE AND 8TH ST.

BASIS OF BEARING S35°59'00"E 1289.92' MEAS MON TO MON

(NOT FOUND) EXISTING IRON ROD SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, T 2 S, R 4 E, SALT LAKE BASE AND MERIDIAN

LEGEND OF SYMBOLS & ABBREVIATIONS

- Sight Light
- Electric Manhole
- Electric Meter / Box
- Cable Box
- Air Conditioner Unit
- Section Corner
- Gas Meter
- Parking Stall Count
- Set Rebar & Cap
- Flag Pole
- indicates Handicapped Parking
- Water Valve
- Fire Hydrant
- Water Manhole
- Water Meter
- Schedule B Exception
- Power Pole
- Storm Manhole
- Storm Inlet (Square)
- Curb Storm Inlet
- Sanitary Sewer
- Gas Valve
- XXXX Distance to Nearest Intersection
- (M) MEASURED DATA
- (R) RECORD DATA
- SEWER LINE
- STORM DRAIN LINE
- WATER LINE
- BURIED FIBER OPTIC
- BURIED GAS LINE
- RIGHT OF WAY LINE

Date: DEC 7, 2011
Job No.: A-11-076
Drawn: K. BAXTER
Checked: D. PETERSON

PETERSON ENGINEERING, P.C.
CONSULTING ENGINEERS & LAND SURVEYORS
7107 SOUTH 400 WEST #1 MIDVALE UTAH 84047 801-255-3503

JUPITER PEAKS PLAZA
700 MAIN STREET, PARK CITY UTAH

ALTA / ACSM LAND SURVEY

A 1.2

*SEE I-10.XX FOR FURTHER INFORMATION

FURNITURE LEGEND	
TAG	DESCRIPTION
BN-01	BENCH
BN-02	BENCH UNDER TV
CAB-01	CABINET @ RECEPTION
CH-01	DINING CHAIR
CH-02	LOUNGE CHAIR
CH-03	ARMCHAIR
CH-04	DESK CHAIR
SF-01	SOFA @ LOUNGE
ST-01	STOOL @ ISLAND
ST-02	LOW STSOOL @ RECT. DINING TABLE
TA-01	DINING TABLE- RECTANGLE
TA-02	DINING TABLE- ROUND
TA-03	COFFEE TABLE
TA-04	NOT USED
TA-05	DESK
TA-06	SIDE TABLE
TA-07	RESTROOM TABLE
MI-01	RESTROOM MIRROR

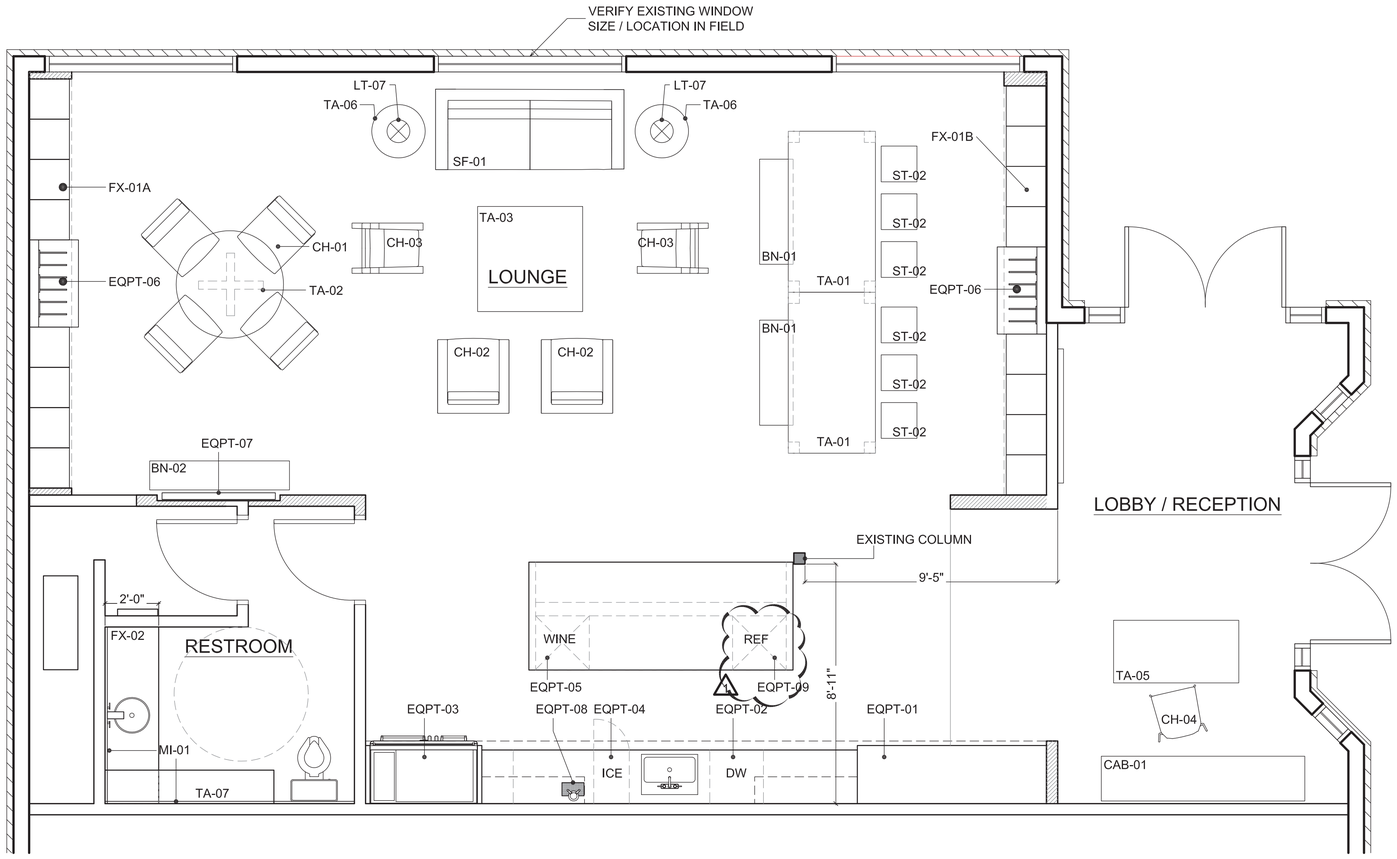
*SEE I-10.XX FOR FURTHER INFORMATION

FIXTURE LEGEND	
TAG	DESCRIPTION
FX-01A	BUILT-IN LOCKERS
FX-01B	BUILT-IN LOCKERS
FX-02	RESTROOM VANITY

EQUIPMENT LEGEND	
TAG	DESCRIPTION
EQPT-01	MICROWAVE
EQPT-02	DISHWASHER
EQPT-03	REFRIGERATOR
EQPT-04	ICE MACHINE
EQPT-05	WINE COOLER
EQPT-06	BOOT DRYER
EQPT-07	50" TV
EQPT-08	DRAFT TOWER
EQPT-09	UNDERCOUNTER REFRIGERATOR

NOTES:

1. PROVIDE POWER FOR ALL EQUIPTMENT AS REQ'D PER MANUFACTURERS SPECIFICATIONS



1 / I-1.00 FURNITURE PLAN

SCALE: 3/8" = 1'-0"

STUDIO K

Project Name:
VICTORY RANCH
(MEMBER CENTER)

Revisions

	04/17/2014	PROGRESS SET
1	04/24/2014	90% CD SET
2	05/05/2014	RESTROOM REVISIONS

Scale: AS NOTED	Date: -
Drawn By: KB	Approved By: -

Sheet Title:
FURNITURE PLAN

Sheet Number:
I-1.00

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that McINTOSH MILL, LTD., a Utah limited partnership, as the undersigned owner of the hereon described tract of land to be known hereafter as THE LIFT LODGE AT TOWN LIFT, a Utah condominium project, hereby certifies that it has caused this survey to be made and this Record of Survey map to be prepared. McINTOSH MILL, LTD. hereby consents to the recordation of this Record of Survey map. Also, the owner, or its representative, hereby irrevocably offers for dedication to the City of Park City all the streets, land for local government uses, easements, parks and required utilities and easements shown on the subdivision plat and construction plans in accordance with an irrevocable offer of dedication. The Owner herby certifies that all units shall be built as shown.

IN WITNESS WHEREOF, the undersigned set his hand this 15 day of July, 1999.

McINTOSH MILL, LTD., a Utah Limited Partnership

Harry F. Reed
General Partner

ACKNOWLEDGMENT

State of Utah

County of Summit

On the 15th day of July, 1999, personally appeared before me, the undersigned Notary Public in and for said state and county, Harry F. Reed, being duly sworn, acknowledged to me that he is the general partner of the above McINTOSH MILL, LTD. and that the said McINTOSH MILL, LTD. is the owner of the herein described tract of land and that Harry F. Reed signed the above Owner's Dedication and Consent to Record on behalf of, and at the authorization of McINTOSH MILL, LTD.

Mary L. Reacock
Notary Public

My Commission Expires: 8-28-2002

Residing in Summit County

SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931, as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner(s), this Record of Survey map of THE LIFT LODGE AT TOWN LIFT, a Utah Condominium Project in accordance with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify the information shown hereon is accurate.

John Demkowicz, LS #163931

7-16-99
Date

EXHIBIT D

NOTES:

1. THE CONDOMINIUM PLAT WAS PREPARED FROM ARCHITECTURAL DRAWINGS PREPARED BY COOPER/ROBERTS ARCHITECT AND PROVIDED BY THE OWNER.

2. THE UNITS IN THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS ARE SERVICED BY A COMMON PRIVATE SANITARY SEWER LATERAL. THE RESPONSIBILITY FOR MAINTENANCE, REPAIR, AND REPLACEMENT OF SAID LATERAL BELONGS TO THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS HOMEOWNERS ASSOCIATION.

BOUNDARY DESCRIPTION

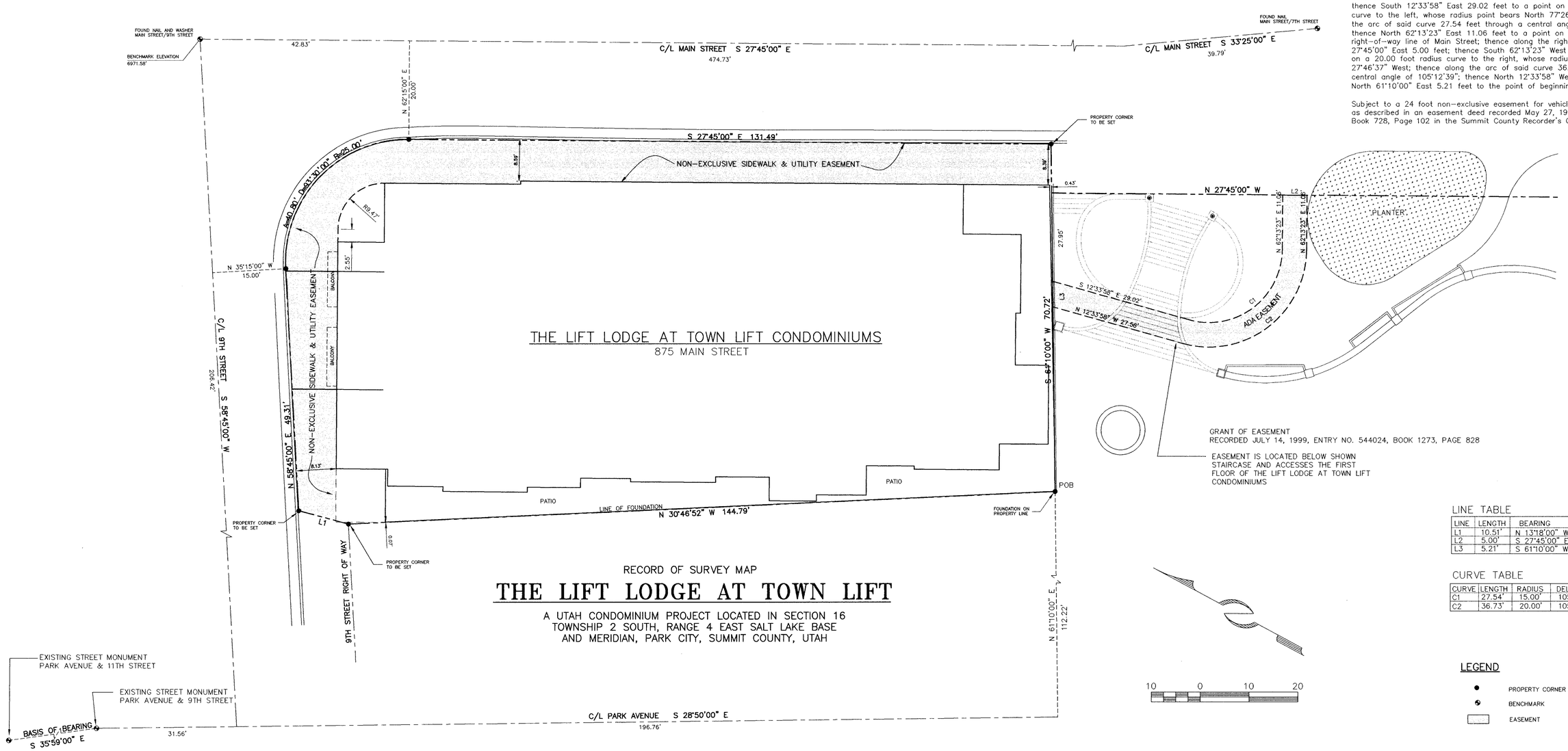
Beginning at a point North 28°50'00" West 593.95 feet along the west line of Block 7, Park City Townsite Plat and along the west line of Block 53, Synder's Addition and North 61°10'00" East 90.71 feet from the Southwest corner of Block 7, Park City Townsite Plat, said point is also located South 28°50'00" East 196.76 feet and North 61°10'00" East 112.22 feet from the monument located at Park Avenue and 9TH Street; and running thence North 30°46'52" West 144.79 feet; thence North 13°18'00" West 10.51 feet; thence North 58°45'00" East 49.31 feet to a point on a 25.00 foot radius curve to the right, whose radius point bears South 31°15'00" East; thence along the arc of said curve 40.80 feet through a central angle of 93°30'00"; thence South 27°45'00" East 131.49 feet; thence South 61°10'00" West 70.72 feet to the point of beginning.

Together with a 24 foot non-exclusive easement for vehicle secondary access as described in an easement deed recorded may 27, 1993, Entry No. 380058, Book 728, Page 127 in the Summit County Recorder's Office.

Also, together with an access easement to the first floor of THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS described as follows:

Beginning at a point North 440.05 feet and West 461.41 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian, said point also being South 27°45'00" East 173.94 feet along the center line of Main Street and South 61°10'00" West 47.95 feet from an existing survey monument at the intersection of Main Street and 9th Street; and running thence South 12°33'58" East 29.02 feet to a point on a 15.00 foot radius curve to the left, whose radius point bears North 77°26'02" East; thence along the arc of said curve 27.54 feet through a central angle of 105°12'39"; thence North 62°13'23" East 11.06 feet to a point on the westerly right-of-way line of Main Street; thence along the right-of-way line South 27°45'00" East 5.00 feet; thence South 62°13'23" West 11.06 feet to a point on a 20.00 foot radius curve to the right, whose radius point bears North 27°46'37" West; thence along the arc of said curve 36.73 feet through a central angle of 105°12'39"; thence North 12°33'58" West 27.56 feet; thence North 61°10'00" East 5.21 feet to the point of beginning.

Subject to a 24 foot non-exclusive easement for vehicle access and storm drain as described in an easement deed recorded May 27, 1993, Entry No. 380056, Book 728, Page 102 in the Summit County Recorder's Office.



GRANT OF EASEMENT
RECORDED JULY 14, 1999, ENTRY NO. 544024, BOOK 1273, PAGE 828

EASEMENT IS LOCATED BELOW SHOWN STAIRCASE AND ACCESSES THE FIRST FLOOR OF THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS

LINE TABLE

LINE	LENGTH	BEARING
L1	10.51'	N 13°18'00" W
L2	5.00'	S 27°45'00" E
L3	5.21'	S 61°10'00" W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	27.54'	15.00'	105°12'39"
C2	36.73'	20.00'	105°12'39"

LEGEND

- PROPERTY CORNER TO BE SET
- BENCHMARK
- EASEMENT

RECORD OF SURVEY MAP

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

THE LIFT LODGE AT TOWN LIFT CONDOMINIUMS
875 MAIN STREET

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

Planning Commission Meeting June 10, 2015

JOB NO.: 1-6-98 FILE: Z:\T\Reed\Condos\Plats\P1.dwg

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 16TH DAY OF JULY, 1999 A.D.
BY S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 22 DAY OF JULY, 1999 A.D.
BY CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 19TH DAY OF JULY, 1999 A.D.
BY PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 21ST DAY OF JULY, 1999 A.D.
BY PARK CITY ATTORNEY

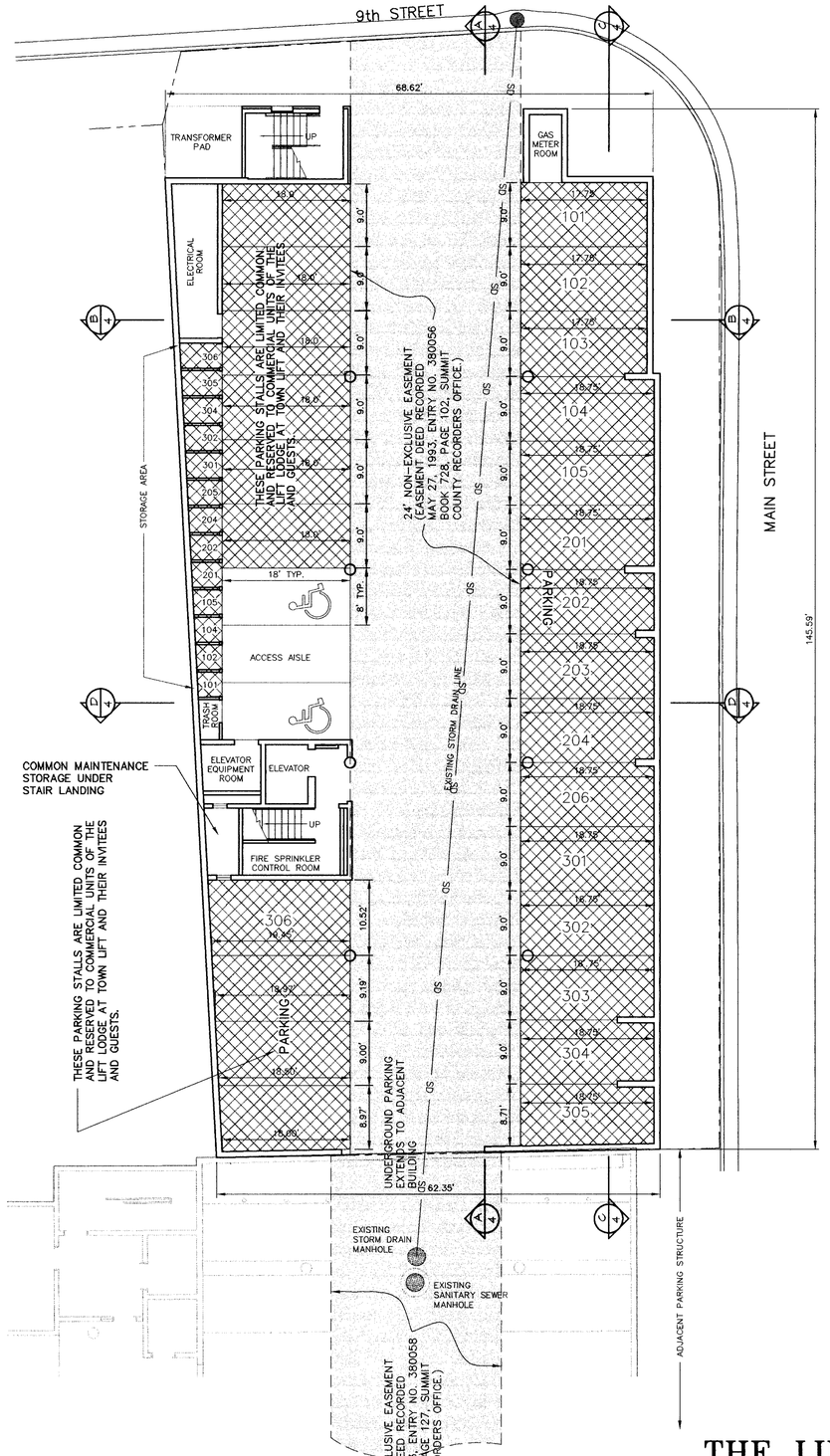
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 4TH DAY OF MARCH, 1999 A.D.
BY PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 4TH DAY OF MARCH, 1999 A.D.
BY MAYOR

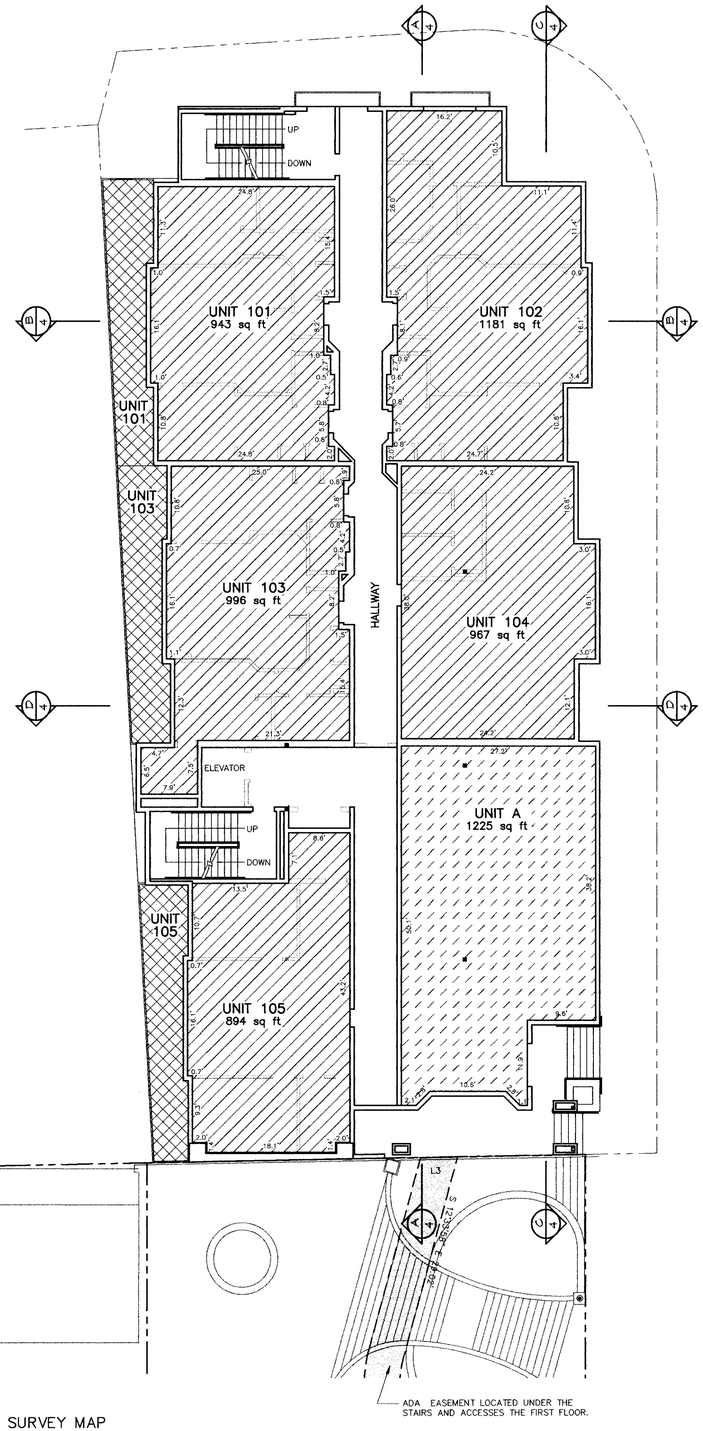
RECORDED
545622
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF Coalition Title
DATE 8-3-99 TIME 09:13 AM BOOK — PAGE —
$ 13.00 FEE
RECORDER

Lift Ludge at Town Lift Sheet 1

PARKING LEVEL



FIRST FLOOR



NOTES:

1. THE HALLWAY BETWEEN UNITS 101 THRU 104 IS RESTRICTED TO THE USE BY RESIDENTIAL OWNERS AND THEIR INVITEES AND GUESTS.

10 0 10 20

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS
- PRIVATE COMMERCIAL OWNERSHIP

RECORD OF SURVEY MAP

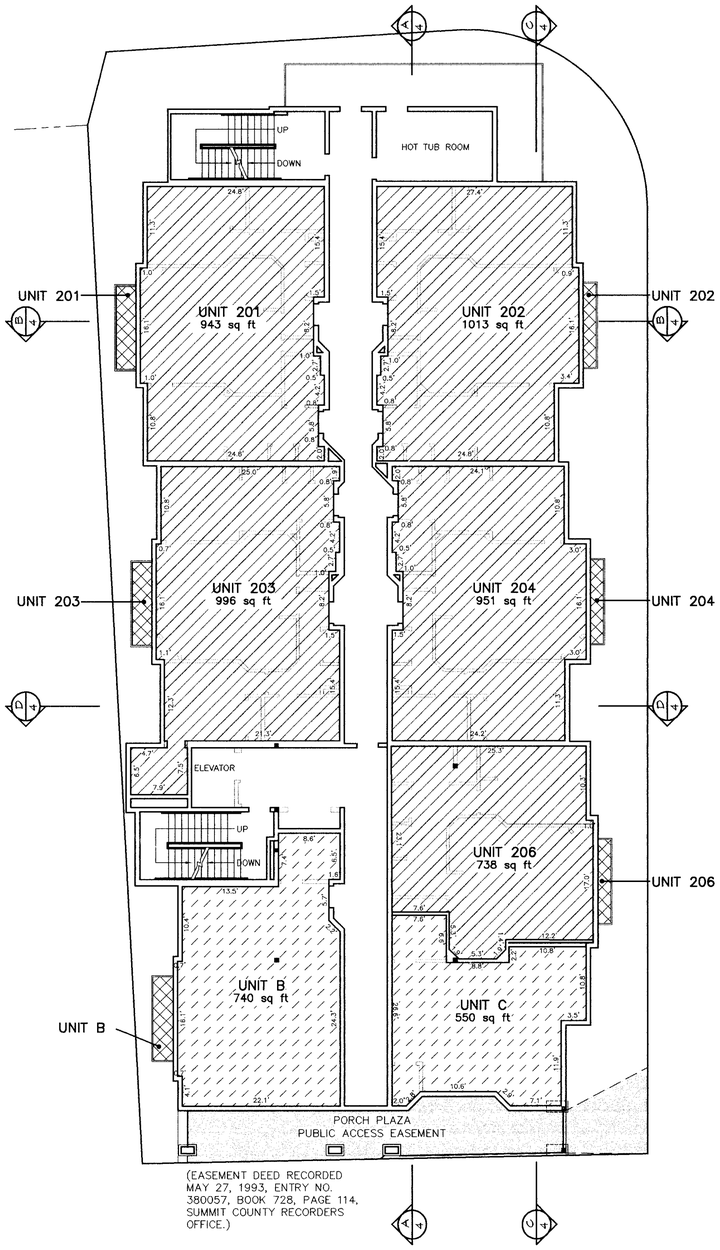
THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

JOB NO. 1-6-98 Z:\TL\REED\CONDOS\PLATS\P2.DWG

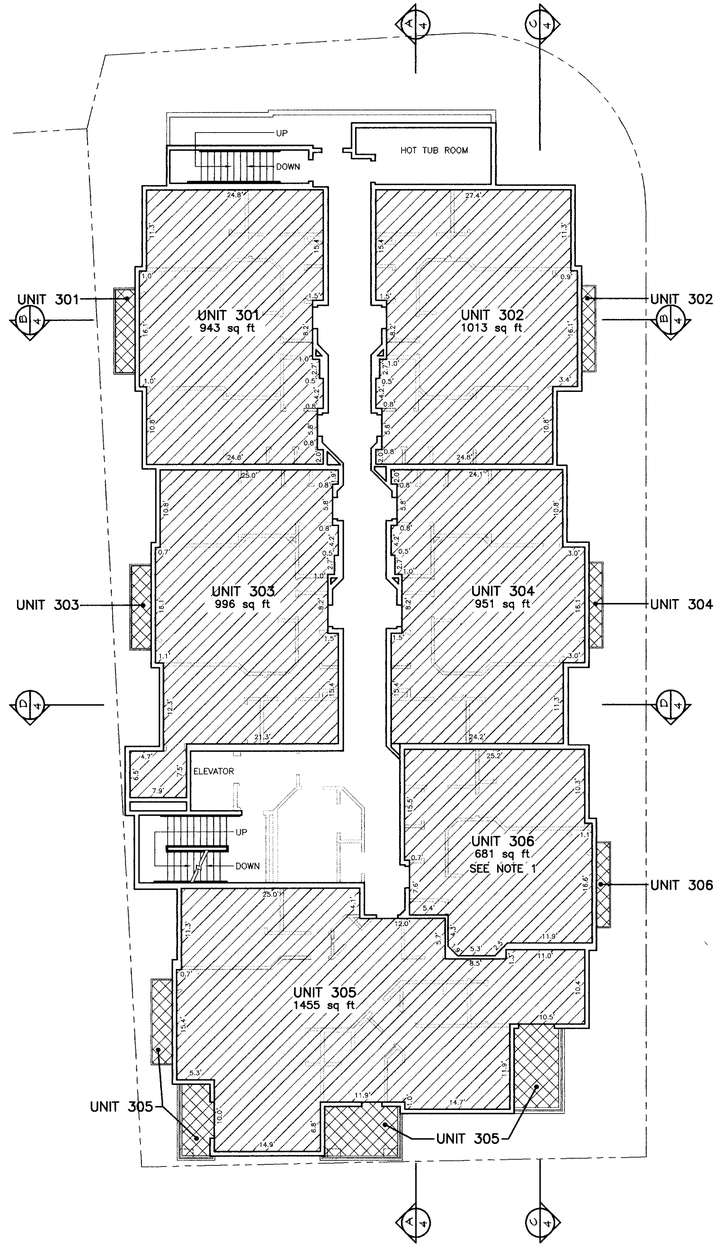
#545622 RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF Coalition Title
DATE 8-3-99 TIME 9:43 AM BOOK ___ PAGE ___
$ 13.00 FEE
Doreene M. Dunn RECORDER Deputy

SECOND FLOOR



(EASEMENT DEED RECORDED MAY 27, 1993, ENTRY NO. 380057, BOOK 728, PAGE 114, SUMMIT COUNTY RECORDERS OFFICE.)

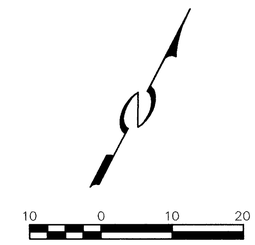
THIRD FLOOR



NOTES:

1. UNLESS AND UNTIL SUBSTITUTED BY ANOTHER UNIT IN THE LIFT LODGE AT TOWN LIFT PROJECT, UNIT 306 IS RESTRICTED IN PERPETUITY TO COMPLY WITH THE REQUIREMENTS OF THE FEDERAL AMERICANS WITH DISABILITIES ACT IN EFFECT ON THE DATE OF RECORDATION OF THIS RECORD OF SURVEY MAP.

2. ALL HALLWAYS AND HOT TUB ROOMS ON THE SECOND AND THIRD FLOORS ARE RESTRICTED TO USE BY RESIDENTIAL OWNERS AND INVITEES AND GUESTS.



LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS
- PRIVATE COMMERCIAL OWNERSHIP

RECORD OF SURVEY MAP

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

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STATE OF UTAH COUNTY OF SUMMIT AND FILED
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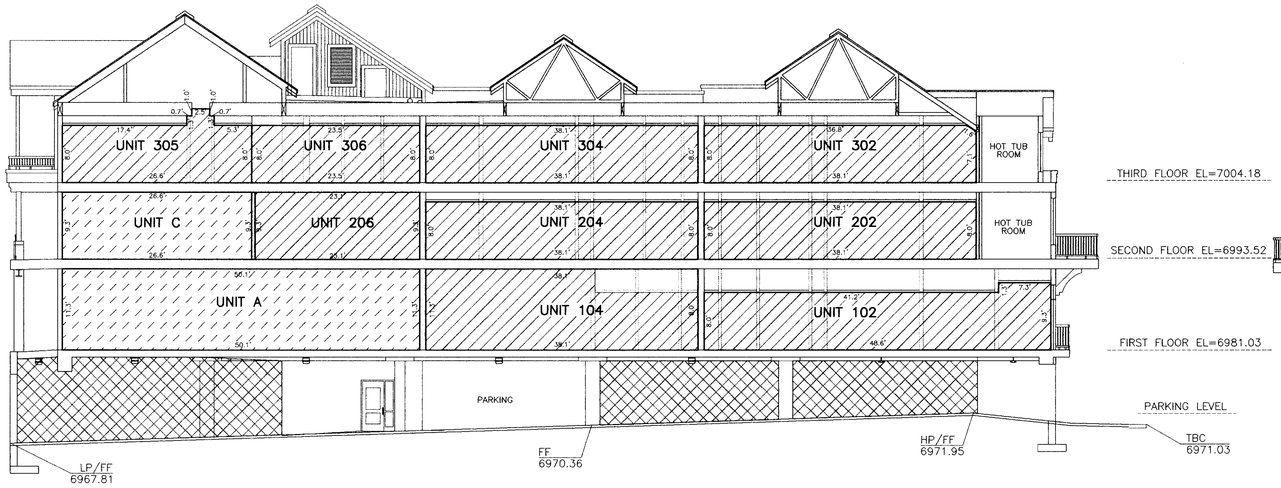
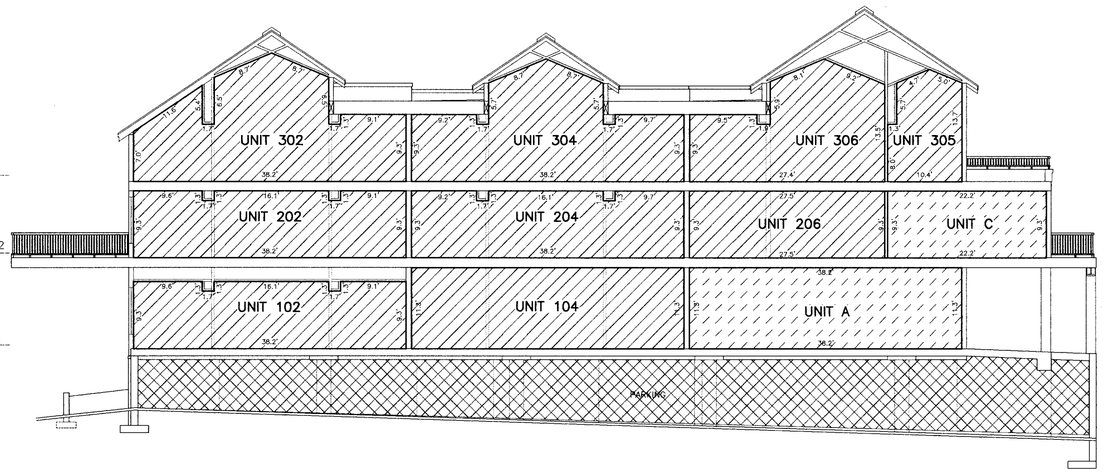
DATE 8-3-99 TIME 9:43AM BOOK ___ PAGE ___
$ 13.00 FEE Doreen M. Dunn RECORDER Deputy

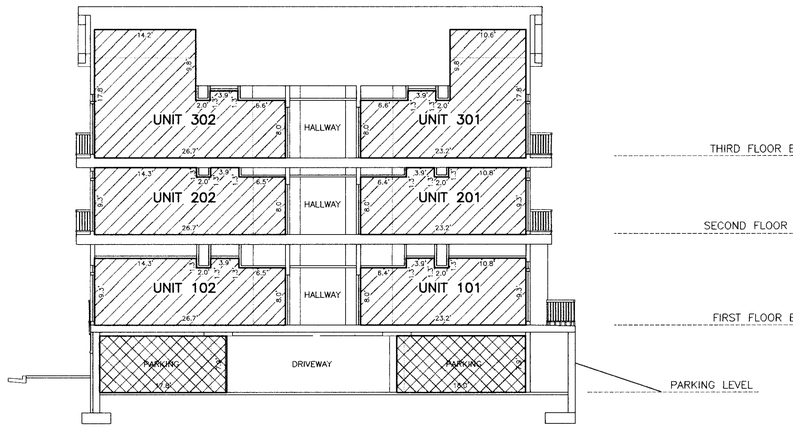
JOB NO. 1-6-98 Z:\TL\REED\CONDOS\PLATS\P3.DWG



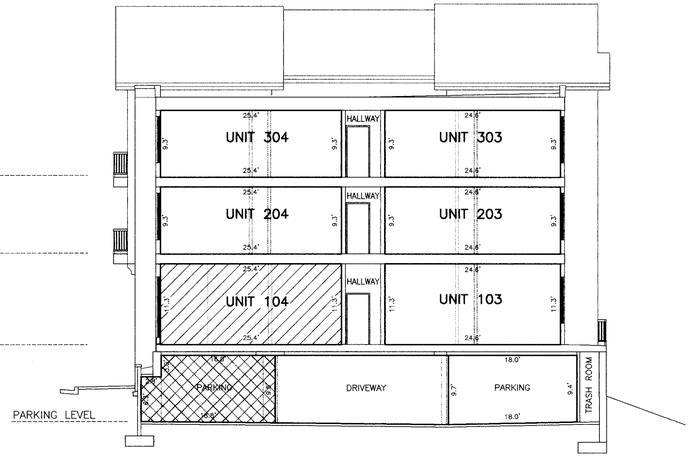
SECTION 'A'



SECTION 'C'



SECTION 'B'



SECTION 'D'

10 0 10 20

LEGEND

- COMMON AREAS AND FACILITIES
- PRIVATE RESIDENTIAL OWNERSHIP
- LIMITED COMMON AREAS
- PRIVATE COMMERCIAL OWNERSHIP

RECORD OF SURVEY MAP

THE LIFT LODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 16
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DATE 8-3-99 TIME 9:43 AM BOOK — PAGE —
$ 13.00 FEE
Dallene N. Dunny RECORDER Deputy

JOB NO. 1-6-98 Z:\TL\REED\CONDOS\PLATS\P4.DWG


875 Main
PAY TO PARK


THE LIFT LODGE
CONDOMINIUMS
VR
PAY TO PARK


Ski & Board Rental
THE LIFT LODGE CONDOMINIUMS
VR

875
VR


VR
THE LIFT LODGE
NO PARKING
2 AM - 6 AM
TOW AWAY
PAY
TO
PARK

EXHIBIT F

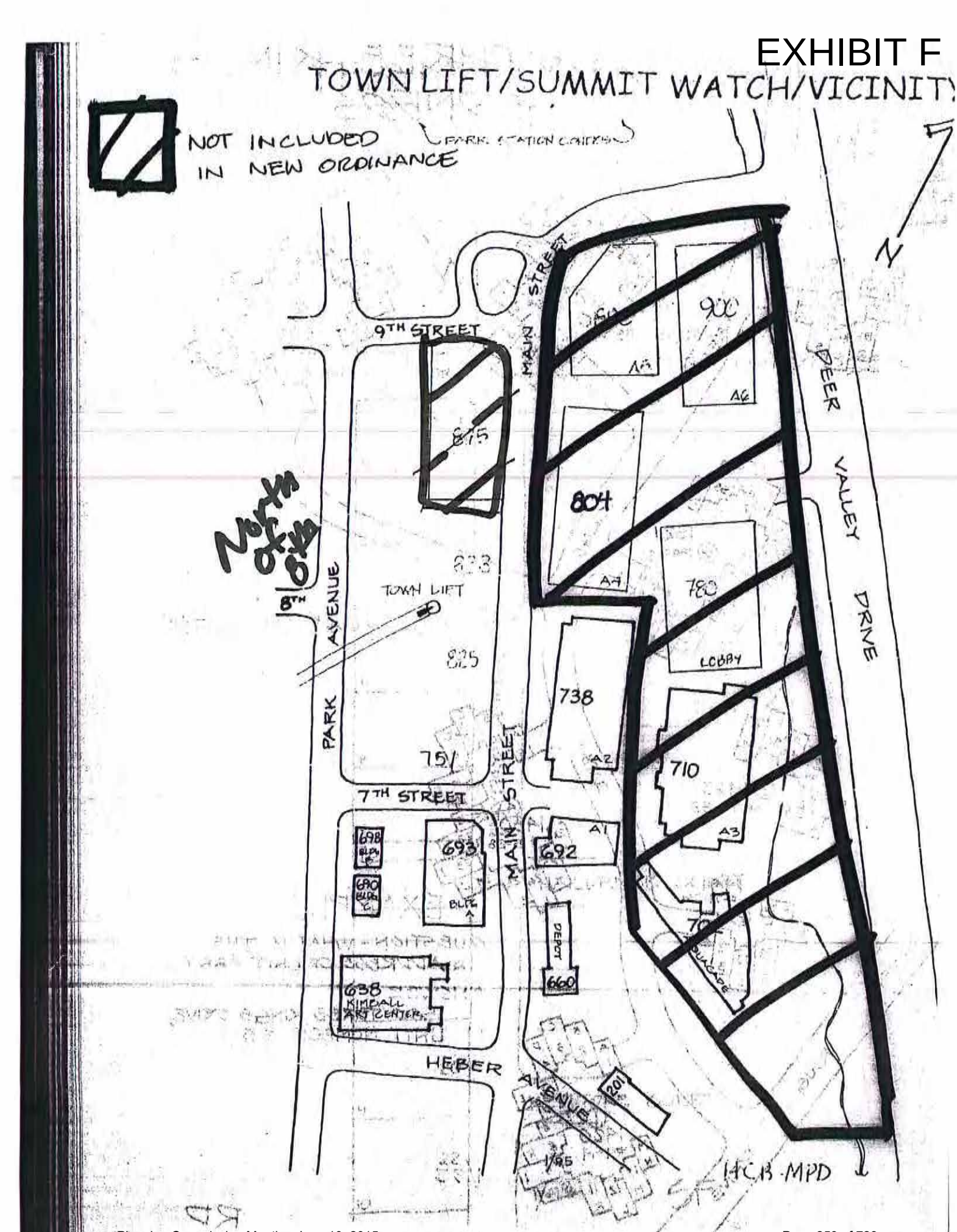

TOWN LIFT/SUMMIT WATCH/VICINITY
NOT INCLUDED IN NEW ORDINANCE
9TH STREET
MAIN STREET
DEER VALLEY DRIVE
PARK AVENUE
8TH
TOWN LIFT
7TH STREET
HEBER AVENUE
LOBBY
DEPOT
KIMBALL ART CENTER
638
660
692
693
738
710
780
804
900
751
825
823
875
698
690
201
HCB-MPD

EXHIBIT G

The table below is shown to illustrate the allowed uses vs. conditional uses in the HRC District, specifically in terms of conditional uses that may be allowed as administrative review by Planning Staff, or support use to the primary development /use allowed as a Planning Commission review.

Allowed uses:	Conditional Uses:		
	Administrative review or Administrative CUP by Planning Staff	As support Use to the primary development or use, subject to MPD	Planning Commission review
• Single Family Dwelling • Duplex Dwelling • Secondary Living Quarters • Lockout Unit • Accessory Apartment • Nightly Rental • Home Occupation • Child Care, In-Home Babysitting •Child Care, Family • Child Care, Family Group • Child Care Center •Accessory Building and Use • Conservation Activity •Agriculture	• Bed and Breakfast Inn • Private Residence Club Project and Conversion • Restaurant and café, Outdoor Dining • Outdoor Events and Uses • Fences greater than six feet (6') in height from Final Grade • Special Events	• Office, General & Moderate • Office & Clinic, Medical • Financial Institution w/out drive-up window • Minor Retail & Service Commercial • Retail and Service Commercial, personal improvement • Transportation Service • Neighborhood Market without gasoline sales • Café or Deli • Restaurant, General & Outdoor Dining • Bar • Hospital, Limited Care Facility • Recreation Facility, Public and Private • Recreation Facility,	• Private Residence Club, Off-Site** • Triplex Dwelling Group Care Facility • Multi-Unit Dwelling • Guest House, on Lots one acre • Group Care Facility • Public and Quasi-Public Institution, Church, School • Essential Municipal Public Utility Use, Facility, Service and Structure • Telecommunication Antenna • Satellite Dish, greater than thirty-nine inches (39") in diameter • Plant and Nursery stock products and sales • Hotel, Major • Timeshare Projects and Conversions • Private Residence Club Project and Conversion • Office, Intensive • Office and Clinic, Medical

• Bed and Breakfast Inn • Boarding House, Hostel •Hotel, Minor, fewer than 16 rooms • Office, General5 • Parking Area or Structure, with four (4) or fewer spaces		Commercial • Entertainment Facility, Indoor • Commercial Stables, Riding Academy • Heliport	• Financial Institution, without drive-up window • Commercial Retail and Service, Minor • Commercial Retail and Service, personal improvement • Neighborhood Convenience Commercial, without gasoline sales • Café or Deli • Restaurant, General • Restaurant and café, Outdoor Dining • Outdoor Events and Uses • Bar • Parking Area or Structure, with five (5) or more spaces • Temporary Improvement • Passenger Tramway Station and Ski Base Facility • Ski Tow, Ski Lift, Ski Run, and Ski Bridge • Recreation Facility, Commercial, Public, and Private • Entertainment Facility, Indoor • Fences greater than six feet (6') in height from Final Grade • Special Events

**Requested use.

EXHIBIT H

CUP. Action Letter

Exhibit H

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

July 16, 1997

Harry Reed
McIntosh Mill
P O Box 1330
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name: 875 Main Street, McIntosh Mill

Project Description: Request for a conditional use permit for a mixed use building (residential/retail)

Date of Meeting: June 11, 1997

Action Taken By Planning Commission: Approved in accordance with the findings of fact as amended at the meeting--(the omission of findings #15, 17, and 18); approved in accordance with the conclusions of law as written in the staff report and in accordance with the Findings of Fact, Conclusions of Law and amended Conditions of Approval as follows:

FINDINGS OF FACT

1. This proposal is for a mixed use building consisting of 13 condominium units averaging 950 sf in area (12,381 net square feet), 842 sf of support commercial uses, and 3,554 sf of net leasable commercial space (4,442 sf gross). In addition there are 8,654 sf of parking and storage and 7,128 sf of common area (hallways, stairs, elevators, etc). The total building floor area is 37,001 square feet.
2. The site, at 875 Main Street, is a 0.26 acre (11,535 sf) vacant lot previously used as a construction staging and parking area for the Summit Watch project.
3. The maximum floor area ratio permitted in the HCB district is 4.0, which results in a maximum building size of 46,148 sf in total floor area.
4. The site is located within the Park City Historic District and is therefore subject to the Historic District Design Guidelines, as well as Chapter 9 of the Land Management Code, regarding architectural review. The Historic District Commission has reviewed the architecture and design and forwards a positive recommendation. The HDC added conditions of approval related to compliance with the Historic District Design Guidelines and exterior materials, colors, and finishing details.

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (801) 645-5020 • Engineering 645-5020 • Building 645-5040
Planning 645-5021 • FAX (801) 645-5078

5. The site is currently zoned HRC, Historic Resort Commercial. The site is subject to a "1982 Agreement" between the property owners of the original Town Lift Conceptual Plan and the City. This agreement was later amended in 1992. The amended "1992 Agreement" provides this property owner the option to utilize requirements of the HCB, Historic Commercial Business District, in designing this structure. These agreements are on file at the Planning Department.

6. An attachment to the "1982 Agreement" describes the artificial "natural" grade that is to be used to measure heights on this parcel. This artificial grade is generally described as the topography resulting from extending a straight line from the back of curb of Deer Valley Drive to the back of curb of Park Avenue.

7. The maximum height allowed in the HCB district is determined by Section 7.2.7 of the LMC, which describes the maximum building envelope as "defined by a plane that rises vertically at the front lot line to a height of 30' ... then proceeds at a 45 degree angle toward the rear of the property until it intersects with a point 45' above the natural grade." The rear portion of the bulk plane is similarly defined. No part of the building may be erected to a height greater than 45' from the established "natural grade".

8. Zoning on surrounding adjacent properties is either HCB-MPD, HRC-MPD, or HRC. Non-adjacent property approximately half a block away, to the north of 9th Street and on the west side of Park Avenue, is zoned HR-1, Historic Residential. Properties on Park Avenue to the south of 9th Street are zoned HRC and are primarily small historic homes.

9. This property is adjacent to the three and four story Town Lift and Caledonian Condominium projects currently under construction. Across Main Street is the three and four story Marriot Summit Watch project. Adjacent, to the west, is the site of a small scale two story historic structure currently housing the Zions Bank. Residential structures along Park Avenue are typically small scale one and two story historic miner houses.

10. Ninth Street and the Trolley turn around form the terminus of "lower" Main Street. This area is generally a transition area from the intensive commercial uses on "upper" Main Street and the residential uses of Park Avenue.

11. Commercial uses proposed for 875 Main Street are located on the first and second floors at the south end of the building. The first floor commercial space has direct access to Main Street. The second floor commercial spaces have direct access to the future skier plaza. Residential uses are proposed for the top floor, as well as the north end of the first and second floors with access from internal hallways and elevators. Residential uses at the north end are located about a story above Main Street, which is typical of historic design.

12. The north end of this proposed building is situated at the visual "gateway" to Main Street. Vehicular and pedestrian traffic from Park Avenue, Deer Valley Drive, and the

bike trail will see this building first as they enter Main Street. At the direction of staff and the Commission the applicant has provided a north facade that somewhat steps down the scale of the building and minimizes the parking structure and "service" entry appearance. Balconies, modified window and door treatment, gabled dormers, lowered roof eaves, detailing of the parking entrance, landscaping, and pedestrian scale rock walls were added from the initial design at the direction on the HDC and staff.

13. As part of the Town Lift Conceptual Master Plan development, this proposal requires a Conditional Use Permit approved by the Planning Commission. Any HDC approval is subject to all conditions of approval required by the Planning Commission.
14. There is a parking structure currently under construction on the lot immediately adjacent to the south. It is in the public's interest, for access and enhanced vehicular circulation in this area, for this development to tie its parking structure to the neighboring structure, provided all engineering and technical issues related to storm water, flood plains, and other utilities can be resolved.
15. Twenty-seven parking spaces (27) are shown on the plans (subject to final review by the Community Development Department for compliance with the LMC in terms of size, dimension, and usefulness). The LMC requires a total of 20 parking spaces for 13 hotel suites and the retail uses, provided that none of the retail space is utilized for restaurants or bars.
16. No formal MPD or CUP approval was granted for a bridge connecting the applicant's property to the Summit Watch development. The property is not a part of the approved and amended Town Lift Large Scale MPD (Summit Watch project) which also did not formally grant any form of CUP or MPD approval for a pedestrian bridge over Main Street. This pedestrian bridge is not mentioned in the City Council approved September 17, 1991 Findings of Fact, Conclusions of Law, or Conditions of Approval for the Town Lift MPD.
17. A financial guarantee for all public improvements is necessary to ensure completion of these improvements and to protect the public from liability and physical harm if these improvements are not completed by the developer or owner.
18. A construction mitigation and phasing plan is required to protect the adjacent properties and buildings from construction disturbance and to minimize the impact of construction activity in the surrounding area.
19. The plans submitted on April 22, 1997 are the plans that have been reviewed and approved in substantial form by the Historic District Commission. Plans submitted on June 9, 1997 are the plans that have been reviewed and approved in substantial form by the Planning Commission.
20. The applicant stipulates to all conditions of approval.
21. Planning review of a pedestrian bridge connecting 875 Main Street to the Summit Watch pedestrian plaza has not occurred, as no plans were submitted with this current

application. Staff has not reviewed the potential impacts due to construction staging of a bridge built over City ROW between two existing buildings, snow removal from a bridge suspended over ROW, or compatibility in terms of design with respect to the Historic District Design Guidelines. Visual and design impacts of such a bridge have not been discussed by the Historic District Commission.

CONCLUSIONS OF LAW

1. The plans as submitted on April 22, 1997 and reviewed and approved by the HDC on May 5, 1997, subject to the following conditions of approval, are in compliance with the Land Management Code and the Historic District Design Guidelines for new commercial construction in the Historic District.
2. The proposed project, through planning and architectural detailing, is compatible with structures in the vicinity in mass, use, scale, and circulation.
3. The proposed use is consistent with the Park City General Plan.
4. Any effects in difference in use or scale have been mitigated to the best extent possible through careful planning and conditions of approval.

CONDITIONS OF APPROVAL

1. All standard project conditions shall apply to this project.
2. The final building plans shall be in substantial compliance with the elevations and plans submitted and reviewed by the Historic District Commission on May 5, 1997. Exterior materials and colors shall be in substantial compliance with the descriptions submitted and reviewed by the Historic District Commission on May 5, 1997. At the Planning Department's discretion, modifications to the approved plans may be remanded to the HDC for further review and approval.
3. All roof materials shall be matte finish to minimize glare.
4. A master sign plan and lighting plan shall be submitted and approved by the Planning Department prior to building permit issuance.
5. The inside walls of the parking structure shall be finished in a siding material or painted as approved by the Planning Department. No standard florescent lighting is allowed in the parking structure or as exterior building lighting. High Pressure sodium bulbs of low wattage and low glare shall be used in cut-off, shielded, or refracted type fixtures.
6. A final landscape plan shall be submitted and approved by the Planning Department prior to building permit issuance.
7. All mechanical equipment, vents and exhaust fans shall be enclosed and screened from public view. If screening and enclosing is not possible, mechanical equipment, vents, and fans shall be painted to match the surrounding wall colors. Roof mounted equipment and vents, if visible to public, shall be painted to match the roof and/or the adjacent wall color and shall be screened or integrated into the design of the structure.

8. Community Development Department approval of the final building plans is required prior to building permit issuance.
9. Receipt and approval of a construction mitigation plan (CMP) by the Community Development Department is a condition precedent to the issuance of a building permit. The plan shall address construction staging, time lines, special signs, parking , fencing, and other construction related details as required by the Community Development Department.
10. This approval shall expire one year from the date of Planning Commission approval of the Conditional Use permit, unless a building permit is issued for this project prior to the expiration date. Approval was granted on June 11, 1997.
11. All corner trim shall be 8" in width.
12. A test color palette shall be painted on the building before painting the whole structure.
13. The final color palette shall be presented to the HDC as an information item at a future meeting.
14. The Planning Department shall approve all exterior materials, including windows, doors, store fronts, roofing, stone, siding, trim, and railings. If there is a disagreement with the applicant's choice, then these materials shall be reviewed and approved by the HDC.
15. Soffit overhangs (eaves) shall be a minimum of 24" deep.
16. A financial guarantee, for the value of all public improvements, landscaping, and trails to be completed, shall be provided to the City prior to building permit issuance or plat recordation whichever may come first.
17. An existing conditions survey that identifies and determines the artificial grade points shall be conducted by the applicant and submitted prior to issuance of a footing and foundation permit. This survey shall assist the Community Development Department in determining the grade for measurement of height of this project as defined in the Land Management Code.
18. Any and all damaged public improvements, such as roads, sidewalks, curbs, and gutters on or adjacent to this property shall be repaired to the City's standards prior to issuance of a certificate of occupancy.
19. The City Engineer review and approval of grading, utility, public improvements, and drainage plans for compliance with City standards, is a condition precedent to building permit issuance.
20. The Snyderville Basin Sewer Improvement District review and approval of the sewer plans for this project is a condition precedent to building permit issuance.
21. A parking management plan shall be approved by the Planning Commission which addresses the following:

    a. A blended parking rate of one parking space per thousand square feet for residential and three parking spaces per thousand square feet for all commercial and retail throughout the project.

a. A blended parking rate of one parking space per thousand for residential and three parking spaces per thousand for all commercial and retail throughout the project.
b. The parking plan will identify the perpetual and continued use of other parking in connection with the Marriot project to which this project is tied.
c. There needs to be a precise definition as to why the blending of the parking between this project and the remaining components of the Marriott project can be accommodated in the Land Management Code and any other project in any other location in town for RC zoning.

22. A pedestrian bridge over Main Street is not part of this application and is not part of this approval for a CUP for the 875 Main Street building.

Date of Expiration: June 11, 1998

Sincerely,

Kirsten A. Whetstone, AICP
City Planner

KAW/rr

Staff Report

EXHIBIT I

Exhibit I

PARK CITY
1884

PLANNING COMMISSION REPORT

DATE:	**June 30, 1998 (July 8, 1998 meeting)**
DEPARTMENT:	**Planning Department**
AUTHOR:	**Kirsten A. Whetstone**
TITLE:	**McIntosh Mill CUP - 875 Main Street**
TYPE OF ITEM:	**Parking Plan- final approval**

I. PROJECT STATISTICS

Project Name:	**875 Main Street- McIntosh Mill CUP**
Applicant:	**Harry Reed, c/o McIntosh Mill Ltd.**
Location:	**Southwest corner of Main and 9th Street**
Proposal:	**Mixed use building (residential/retail)**
Zoning:	**HRC (Contract HCB)**
Adjacent Land Uses:	**Town Lift Plaza, Marriot Mixed Use, Rio Grande building (Zion's bank)**
Date of Application:	**April 17, 1998**
Project Planner:	**Kirsten Whetstone**
Staff Recommendation:	**Approve with conditions**

II. BACKGROUND

On June 11, 1997 the Planning Commission approved a Conditional Use Permit (CUP) for a mixed use building located at 875 Main Street (Exhibit A). The proposal includes commercial and hotel/residential uses with a common underground parking structure accessing 9th Street. Planning Commission approval of the 875 Main Street CUP included a condition of approval related to parking. The general architectural design was reviewed and approved by the Historic District Commission on May 9, 1997.

On May 27, 1998 the Commission discussed the applicant's request for final approval of a parking management plan to allow a blended parking rate for this project (see Exhibit B for minutes of the May 27 discussion). The Commission discussed and was comfortable with the

blended parking rate of one parking space per thousand square feet of residential use and three parking spaces per thousand square feet of commercial/retail uses.

III. PROJECT DESCRIPTION

The applicant submitted a parking management plan (see Exhibit C) to complement the previously submitted parking agreement and request for a blended parking ratio. The plan outlines a flexible strategy to address seasonal differences in parking demand, provide adequate parking for the residential uses, and provide a control mechanism to keep parking for commercial uses turned over. Any proposed directional signs regarding parking will be reviewed by staff as part of the master sign plan for the building.

If the Summit Watch blended parking formula is applied to the project at 875 Main Street (12,380 sf of residential and 4,440 sf of commercial, including restaurants), the parking requirement is 26 spaces. A total of 27 spaces are proposed by the applicant (subject to final review by the Community Development Department). All code required parking for 875 Main Street will be met in the on-site parking structure, provided that the blended parking ratio is approved. Planning staff will verify that the parking structure meets the LMC requirements of Chapter 13 for parking space and drive aisle dimensions prior to issuance of a building permit for 875 Main Street. At this time, several parking spaces do not meet the minimum dimension requirements.

At the May 27 meeting, the Commission also discussed a parking agreement with Summit Watch to allow shared parking between 875 Main Street and Summit Watch. A parking agreement between these two projects is included as part of the Parking Plan. The applicant agrees to physically tie his parking structure into the Sweeney Town Lift/Caledonian parking structure, which will facilitate additional shared parking opportunities in the "lower Main Street area".

IV. ANALYSIS

Section 10.9 (d) of the LMC allows the Planning Commission to increase or decrease the required number of off-street parking spaces in consideration of a) the probable number of cars owned or required by occupants of dwellings in the MPD, b) parking needs of non-residential uses, c) varying time periods of use when shared parking arrangements are proposed, and d) the applicant provides assurance that the nature of the occupancy will not change.

With 1) the location and nightly rental/pedestrian nature of the use, 2) a parking agreement proposed between Summit Watch and 875 Main Street, 3) the overall number of spaces available for these two projects through this agreement and 4) a direct vehicular connection between the 875 Main Street parking structure and the Town Lift Plaza/Caledonian parking structure planning staff believes the factors for consideration of a variation, in the form of a blended parking ratio, in the parking requirement do exist.

V. RECOMMENDATION

Staff believes that the proposed plan adequately addresses conditions of approval regarding parking and therefore, recommend the Commissioners approve the applicant's proposed parking plan based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The property at 875 Main Street is zoned HRC, Historic Resort Commercial. The site is subject to the "1982 Agreement" between the property owners of the original Town Lift Conceptual Plan and the City. The agreement was amended in 1992. The amended "1992 Agreement" provides this property owner the option to utilize requirements of the HCB, Historic Commercial Business, district for development of this site. Copies of these agreements are on file at the Planning Department.

2. On June 11, 1997 the Planning Commission approved a Conditional Use Permit (CUP) for a mixed use building on the 0.26 acre site. One of the conditions required the applicant to submit a Parking Plan for review and approval by the Planning Commission. General architectural plans were approved by the Historic District Commission on May 9, 1997.

3. The mixed use building consists of 13 nightly rental condominiums (12, 380 sf), 842 sf of support commercial uses, and 4,442 gross sf of commercial space. A common underground parking structure with 27 spaces is shown on the site plan (subject to final review by the Community Development Department for compliance with the LMC in terms of size, dimension, and usefulness.)

4. This property was part of the Town Lift Conceptual Master Plan (1986), that also included the parcels that were combined to form the Summit Watch MPD. McIntosh Mill has ownership interests in both 875 Main Street and the Summit Watch project (commercial portion, including the parking structure). Parking for the Summit Watch MPD was calculated on a blended parking ratio of 1 space per 1,000 sf of residential uses and 3 spaces per 1,000 sf of leasable commercial space, including restaurants and bars. A total of 312 parking spaces were created with this formula.

5. If the "Summit Watch" parking formula is applied to the project at 875 Main Street, the parking requirement is 26 spaces.

6. The applicant agrees to physically connect the future parking structure for 875 Main Street with the existing 147 space parking structure for the Town Lift Plaza/Caledonian complex. Existing cross-access easements can be utilized.

7. Section 10.9 (d) of the LMC allows the Planning Commission to increase or decrease the required number of off-street parking spaces in consideration of a) the probable number of cars owned or required by occupants of dwellings in the MPD, b) parking needs of non-residential uses, c) varying time periods of use when shared parking arrangements are

proposed, and d) the applicant provides assurance that the nature of the occupancy will not change. Section 13.1 of the LMC states that "Required parking must be provided on the same lot as the main building."

8. The proposed building includes a mix of nightly rental units and pedestrian oriented commercial uses. The first floor commercial uses are located with access onto lower Main Street and the second floor commercial uses are located with direct access to the existing pedestrian oriented Town Lift Plaza. In close proximity, ie. directly across Main Street, is the mixed use Summit Watch project with over 52,000 square feet of pedestrian oriented shops and restaurants. The pedestrian friendly Main Street trolley's turn-around and terminus is located within close proximity of 875 Main, ie across 9th Street.

9. The applicant stipulates to the conditions of approval.

Conclusions of Law

1. The proposed parking plan complies with criteria as stated in Sections 10.9 (d) and Section 13.1 of the Land Management Code regarding off-street parking.

2. The proposed parking plan complies with conditions of the June 11, 1997 Planning Commission approval of 875 Main Street CUP.

Conditions of Approval

1. All standard project conditions shall apply to this project.

2. All conditions of the May 5, 1997 Historic District Commission approval shall continue to apply to this project.

3. All conditions of the June 11, 1997 Planning Commission approval shall continue to apply to this project.

4. Any change in the proposed Parking Management Plan and Parking Agreements between 875 Main Street and the Summit Watch-Marriot project and/or the Town Lift/Caledonian project shall be reviewed by the Community Development Department (CDD). Significant changes may require review and approval by the Planning Commission, as determined by the CDD Director.

5. The Parking Agreement between Marriott Ownership Resorts, Inc.; McIntosh Mill, LTD; and GKM, LTD, shall be signed and executed prior to issuance of a certificate of occupancy for the 875 Main Street building.

VI. EXHIBITS

EXHIBIT A- Location Map
EXHIBIT B- Minutes of the May 27, 1998 meeting
EXHIBIT C- Applicant's proposed parking plan and agreement

MAIN875.PKP

Action Letter

EXHIBIT J

Exhibit J

PARK CITY
1884

Department of Community Development
Engineering • Building Inspection • Planning

October 27, 1998

Harry Reed
McIntosh Mill Ltd
P O Box 1330
Park City UT 84060

NOTICE OF PLANNING COMMISSION ACTION

Project Name 875 Main Street-McIntosh Mill CUP

Project Description Parking Management Plan

Date of Meeting July 8, 1998

Action Taken By Planning Commission Approved in accordance with the findings of fact, conclusions of law, and conditions of approval.

Conditions of Approval

1. All standard project conditions shall apply to this project.
2. All conditions of the May 5, 1997, Historic District Commission approval shall continue to apply to this project.
3. All conditions of the June 11, 1997, Planning Commission approval shall continue to apply to this project.
4. Any change in the proposed Parking Management Plan and Parking Agreements between 875 Main Street and the Summit Watch-Marriott project and/or the Town Lift/Caledonian project shall be reviewed by the Community Development Department (CDD). Significant changes may require review and approval by the Planning Commission as determined by the CDD Director.
5. The Parking Agreement between Marriott Ownership Resorts, Inc., McIntosh Mill, LTD; and
6. GKM, LTD, shall be signed and executed prior to issuance of a certificate of occupancy for the 875 Main Street building.

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (435) 615-5055 • Engineering (435) 615-5055 • Building (435) 615-5100
Planning (435) 615-5060 • FAX (435) 615-4906

Date of Expiration July 8, 1999

Sincerely,

Kirsten A. Whetstone, AICP
City Planner

KAW/rr

Parking Plan

Exhibit K

PARKING PLAN
MCINTOSH MILL AND SUMMIT WATCH GARAGES

The object of this plan is to have parking available to Lodging Guests and Commercial Customers. There will also be some parking allocated to employees. There must be different approaches for each season. This plan will have to be flexible.

What we have learned is that many of the Marriott guest do not bring cars. Therefore we have found even though the commercial space is over 80% leased and Marriott had consistently more than 90% of their rooms rented this winter the parking was seldom more than two- thirds full. This shows over a three year period that the mixed use parking works as it is intended.

PLAN A

No control, just let anyone park. Tow away cars that stay over one week.

PLAN B

Limit parking to two hours except those who are Marriott guests or limited number of employees hang tags.

PLAN C

Use parking control systems to implement validated parking. Merchants will receive free Validations for two hours. Marriott guests will receive a weekly validation and some employees will receive passes. Paid parking will be implemented on a space available bases.

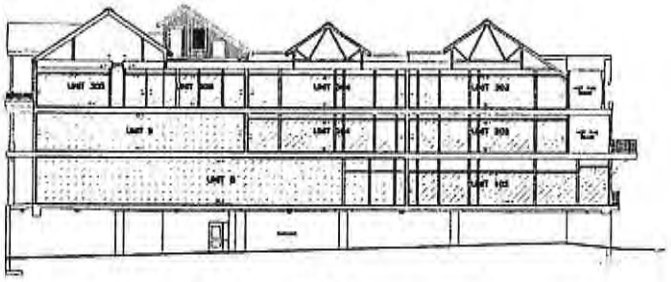
PLAN D:

Lodging guests who bring cars will receive a reserved sign for a week which will hold a parking place during their stay. Possibly charge lodge guests for parking to further discourage bringing cars.

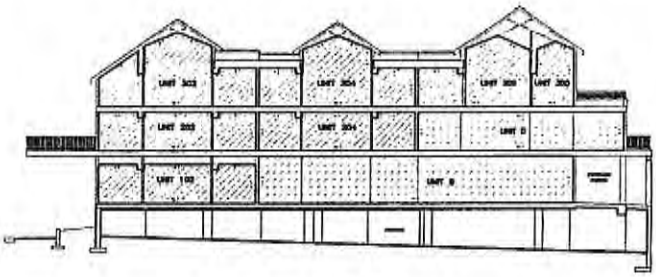
PLAN A, B , C or D- will be used according to season and amount of parking being used. Patrons will be encouraged to go to the other garage if there is an overflow.

IMPLEMENTATION OF CROSS OVER PARKING

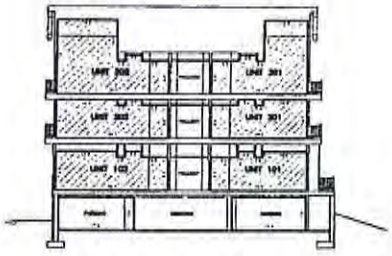
Each garage will have a sign advising patrons to go to the other Garage if the Garage they are in is full. During periods of high use, we will be using Plan"C" and the attendants will advise customers to use the other Garage.



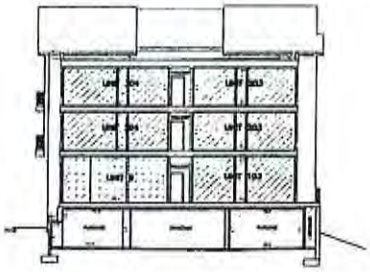
SECTION 'A'



SECTION 'C'



SECTION 'B'



SECTION 'D'

RECEIVED
DEC 14 1998
PARK CITY
PLANNING DEPT.

LEGEND
COMMON AREAS AND FACILITIES
PRIVATE RESIDENTIAL OWNERSHIP
LIMITED COMMON AREAS
PRIVATE COMMERCIAL OWNERSHIP

BASELODGE AT TOWN LIFT

A UTAH CONDOMINIUM PROJECT LOCATED LOCATED IN SECTION 18
TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECORDED

McINTOSH MILL LIMITED PARTNERSHIP

PREAMBLE TO PARKING PLAN

We have operated the Marriott Summit Watch Garage, which includes Building A1-Marriott Sales Office for four years. We have applied (Code 13-4 in Parking Master Plan Development) in conjunction with our MPD approval. Each phase has met the 3 per 1000 on commercial and 1 per 1000 on residential concept, because most lodging guests don't bring cars in the winter. The mixed use concept has worked, even during film festival with 98% occupancy, there has not been a problem in our Project.

This property is the perfect example of how mixed uses consisting of nightly rental office and commercial works to compliment each others' parking needs.

P.O. BOX 1330 • PARK CITY, UTAH 84060
TELE. 801-649-9084 • FAX 801-649-8207

VINCENT J. CIECKA
MEMBER OF NEW JERSEY
AND TEXAS BARS
CERTIFIED CIVIL TRIAL ATTORNEY

MICHAEL SUSSEN**
JEFFREY GRUDKO**
JOSEPH E. KERRY**
**MEMBER OF NJ AND PA BARS

LAW OFFICES

VINCENT J. CIECKA
A PROFESSIONAL CORPORATION
PENN OAK BUILDING
5709 WESTFIELD AVENUE
PO BOX 560
PENNSAUKEN, NEW JERSEY 08110-0560
(609) 665-5709
PRE-LITIGATION FAX #: (609) 665-0095
LITIGATION FAX #: (609) 665-4107

PHILADELPHIA OFFICE
MELLON BANK BUILDING, SUITE 3901
1735 MARKET STREET
PHILADELPHIA, PA 19103
(215) 271-5709

February 15, 1999

Kirsten A Whetstone, AICP
Park City - City Planner
P.O. Box 1480
Park City, Utah 084060-1480

Re: 875 Main Street
Harry Reed, McIntosh Mill Application
2/24/99 Planning Commission Review
3/4/99 City Council Final Action

Dear Ms. Whetstone,

Kindly forward this letter to the appropriate person. I would like to obtain a copy of the plans for this proposed 17 unit development on what appears to be a very small .26 parcel of land. I am the owner of unit 120 of the Park Station Condominiums and am concerned about parking and congestion in this area. I will not be able to attend either of the meetings but would like to review the proposed plans so as I can register my concerns by mail if necessary. Please forward whatever information you can to my litigation fax at (609)-665-4107.

Sincerely,

Vincent J. Ciecka

faxed staff report 2.19.99 cc 2.15.99

RECEIVED
FEB 19 1999
PARK CITY
PLANNING DEPT

EXHIBIT L

original Easement Deed
Exhibit L

When Recorded. Return to:

Thomas E. Clyde, Esq.
5800 Bull Moose Road
Woodland, UT 84036

00380058 BK0728 PG012
-13

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 MAY 27 15:02 PM FEE $37.00 BY C
FOR: COALITION TITLE

EASEMENT DEED

QUITTING TIME, LTD., a limited partnership of the State of Utah, GRANTOR, in consideration of Ten Dollars and other sufficient consideration, including a reciprocal easement deed recorded concurrently herewith, hereby conveys and warrants to McINTOSH MILL LTD., a limited partnership of the State of Utah, its successors and assigns in interest in the Dominant Property as hereinafter defined, and their respective tenants and guests, collectively GRANTEE, a perpetual, non-exclusive easement 24 feet in width running from the northerly boundary to the westerly boundary of, and over and across the following described land located in Park City, Summit County, Utah:

see attached Schedules "1," "2," "3," and "4" for description of Servient Property, which schedules are by this reference made a part hereof and which property is referred to below as the Servient Property.

This easement is granted solely for the following purposes, and upon the following terms, conditions, and covenants:

1. Dominant Property. This easement is granted for the use and benfit of, and shall be an appurtenance to, the following described property, which is referred to below as the Dominant Property:

see attached Schedule "5" for description of Dominant Property, which schedule is by this reference made a part hereof.

2. Driveway Use. Grantee shall have the right to use the easement for a driveway for ingress and egress to the Dominant Property. The driveway use is for pedestrian and vehicular ingress and egress, service and delivery.

EXHIBIT "L"

3. Driveway Location. Within the Servient Property, the Grantor may locate the easement at any location it sees fit, and relocate the easement from time to time at the expense of the owner of the Servient Property. This right to re-locate the easement is subject to the following limitations:

a. The driveway will commence at the boundary line between on the one hand, the parcels identified in Schedule "2" (Parcel 2-A) and Schedule "4" (Parcel 6) and on the other, the Dominant Property beginning at a point that is 16.72 feet, more or less, east of the southwestern corner of the Dominant Property, will always have a width of 24 feet, and will ultimately end at the westerly boundary of the parcels identified in Schedule "1" (Parcel 1), Schedule "3" (Parcel 5) and Schedule "4" (Parcel 6), unless Grantor elects, in its sole and absolute discretion, to construct a driveway across the southerly border of the parcel identified in Schedule "1" (Parcel 1) which exits along the southerly boundary of said parcel, in which event the easement granted hereby in favor of Grantee shall automatically also apply to said driveway. No relocation of the easement will be of such a design that it unreasonably restricts vehicular access due to turns sharper than 90°. The easement shall not interfere with the Town Lift base facilities.

b. The finished floor elevation of any garage built over or around the easement will start at 6971.84 feet above sea level at the point where it crosses the boundary line between the Servient and Dominant Properties, and provide either a level floor or ramps at a grade suitable for a parking garage until exiting the Servient Property either at 7th Street (i.e., the southerly boundary of the Servient Property) or Park Avenue (i.e., the westerly boundary of the Servient Property).

c. The overhead clearance over the easement will be at least 7 feet of unobstructed head room. No lights, pipes, ducts, beams, or other physical obstructions may reduce the overhead clearance over the driveway easement to less than 7 feet.

4. Temporary Driveway. Until such time as Grantor or its successors or assigns builds on the Servient Property, Grantee shall have the right, but not the obligation, to use the easement and such other portions of the Servient Property as are reasonably necessary to construct and pave, at Grantee's sole expense, a temporary driveway along the easement and thereafter maintain the same at Grantee's sole expense. This temporary driveway will be located on the Servient Property at a location where it does not interfere with the use and operation of the ski lift now located on the Servient Property and related base facilities. Any landscape requirements imposed by the City of Park City as a condition of the construction of the temporary driveway are the sole expense of Grantee. Until such time as Grantor or its successors or

assigns builds on the Servient Property, Grantee shall have the right to use such portions of the Servient Property as are reasonably necessary to enable Grantee to construct a parking garage on the Dominant Property, so long as such use of the Servient Property does not interfere with the Town Lift base facilities.

5. Construction on Servient Property. Grantor hereby reserves all rights to the Servient Property other than those expressly granted in this easement, including the right to build a building on, over, and around the easement, provided that the minimum access will be maintained upon the completion of construction. When Grantor elects to build on the Servient Property, such construction will be subject to the following:

a. Grantor shall have the right to remove any improvements constructed by Grantee under the temporary easement, at the cost of the Grantor. Grantee will be given advance notice of the proposed construction and a reasonable opportunity to salvage any materials that might be salvageable for re-use.

b. During the actual period of construction, Grantor may block the easement to accommodate actual excavation for foundations, actual pouring of concrete and other construction activities that make it impossible or unsafe for the users of the easement to cross through the Servient Property, provided that Grantor will pursue such construction with reasonable diligence, and as soon as practicable, re-open the driveway for use.

c. Doorways and security will be of a design that meets the applicable codes for drainage, as provided below.

6. Use by Servient Property Owner. Grantor, for itself and each subsequent owner of the Servient Property, reserves the right at all times, and without restriction by Grantee, to use the easement for a driveway access to the Servient Property, to build over, under, or around the easement subject to the restrictions contained in this Easement Deed, to install underground utilities within the easement, and to grant to third parties additional easements or rights for utilities, access, or other purposes that are not inconsistent with Grantee's rights hereunder. Except as specifically granted in this Easement Deed, all other rights in conjunction with the Servient Property are reserved to the owner of that Property, and will not be unreasonably interfered with.

7. Insurance. From the time that Grantee begins using the easement, whether as a temporary surface easement, or

when there is a building built on the Servient Property, and as a condition precedent to any use of the Servient Property, the owner of the Dominant Property will provide the following insurance:

a. Insurance. The owner of the Dominant Property will provide public liability and property damage insurance covering the use and operation of the easement. The minimum policy amount will provide a minimum of $1 million in public liability coverage for each occurrence, and $500,000 in property damage for each occurrence. The owner of the Servient Property will be named as an additional insured. The insurance policies will have a ten day cancellation notification provision in favor of the additional insureds. The policies will be written by insurance companies reasonably acceptable to the additional insured parties, which consent will not be unreasonably withheld.

b. Indemnity. Notwithstanding the insurance required above, whether policies are in place or not, or sufficient to cover any claims, the owner of the Dominant Property agrees to indemnify and hold harmless the owner of the Servient Property from any claims of personal injury or property damage resulting from the construction, maintenance, or of this easement by the Grantee.

c. Construction Bonding. All construction work undertaken in conjunction with the initial construction, operation, maintenance, or use of the temporary surface easement will be bonded if the cost or nature of the work is such that it might reasonably exceed $5,000. Contractors will provide a 100% material and labor payment bond, and also a 100% completion bond guaranteeing the prompt completion of any work.

d. Mechanics Liens. The Servient Property shall never be subject to liens or claims for construction labor or materials resulting from the construction of the temporary driveway easement. Upon receipt of notice of any lien, the owner of the Servient Property will notify the owner of the Dominant Property, who will have 45 days to discharge the lien, or place funds in escrow sufficient to discharge the lien while diligently contesting it. If the owner of the Servient Property discharges the lien (which it may do in its sole and absolute discretion, but without obligation to do so), the owner of the Dominant Property agrees to reimburse the owner of the Servient Property. Any such payment to discharge a lien will bear interest at the rate of 3% over the prime lending rate announced by Bank of America, or 12% per annum, whichever is higher. If any action is brought to collect the amount of any lien, the owner of the Servient Property is

entitled to collect all costs of court and reasonable attorneys fees incurred in defending the title to the Servient Property against the lien, and recovering the amount of any payment to discharge the lien from the owner of the Dominant Property.

e. Construction insurance. All contractors performing work on the construction, maintenance, or repair of the driveway will be required to provide Builder's All Risk insurance with liability limits of at least $1 million. Contractors will also have to provide evidence of workman's compensation insurance coverage. The owner of the Servient Property will be named as an additional insured on these policies.

8. Management of Parking Garage. When both the Dominant and Servient Properties are developed, it is anticipated that the parties will operate the underground garage as a single garage, with common insurance, security, management and maintenance. This may be accomplished as the parties agree, whether in a condominium owners regime or by leases and cross easements.

9. Exceptions. This grant of easement is also subject to the exceptions listed on Schedule "6."

Executed this 19TH day of May, 1993.

GRANTOR:

QUITTING TIME, LTD., a Utah limited partnership

By _____
Patrick Sweeney,
President of MPE, Inc.,
General Partner

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 19TH day of May, 1993 by Patrick Sweeney, the President of MPE, Inc., the general partner of Quitting Time, Ltd., a Utah limited partnership, who executed the foregoing on behalf of that partnership with proper authority.

_____
Notary Public
Residing at: Summit Co. UT

Commission Expires

NOV. 27 1993

00380058 Bk0728 Pg013

When Recorded, Return to:

Geoffrey W Mangum, Esq.
PRINCE, YEATES & GELDZAHLER
175 East 400 South, Suite 900
Salt Lake City, UT 84111

00380056 Bk0728 Pg015

ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1993 MAY 27 14:55 PM FEE $36.00 BY
FOR: COALITION TITLE

EASEMENT DEED

McINTOSH MILL, LTD., a limited partnership of the State of Utah, GRANTOR, in consideration of Ten Dollars and other sufficient consideration, including a reciprocal easement deed recorded concurrently herewith, hereby conveys and warrants to QUITTING TIME LTD., a limited partnership of the State of Utah, its successors and assigns in interest in the Dominant Property as hereinafter defined, and their respective tenants and guests, collectively GRANTEE, a perpetual, non-exclusive easement 24 feet in width running from the southerly boundary to the northerly boundary of, and in, under, over and across the following described land located in Park City, Summit County, Utah:

see attached Schedule "1" for description of Servient Property, which schedule is by this reference made a part hereof and which property is referred to below as the Servient Property.

This easement is granted solely for the following purposes, and upon the following terms, conditions, and covenants:

1. Dominant Property. This easement is granted for the use and benefit of, and shall be an appurtenance to, the following described property, which is referred to below as the Dominant Property:

see attached Schedules "2," "3," "4" and "5" for description of Dominant Property, which schedules are by this reference made a part hereof.

EXHIBIT "M"

2. Driveway Use. Grantee shall have the right to use the easement for a driveway for ingress and egress to the Dominant Property. The driveway use is for pedestrian and vehicular ingress and egress, service and delivery.

3. Driveway Location. Within the Servient Property, the Grantor may locate the easement at any location it sees fit, and relocate the easement from time to time at the expense of the owner of the Servient Property. This right to re-locate the easement is subject to the following limitations:

a. The driveway will commence at the boundary line between, on the one hand, the parcel identified in Schedule "1" (Parcel 7) and on the other, the parcels identified in Schedule "3" (Parcel 2A) and Schedule "5" (Parcel 6), beginning at a point that is 16.72 feet, more or less, east of the southwestern corner of the Servient Property, will always have a width of 24 feet, and will ultimately end at the northerly boundary of the Servient Property. No relocation of the easement will be of such a design that it unreasonably restricts vehicular access due to turns sharper than 90°.

b. The finished floor elevation of any garage built over or around the easement will start at 6971.84 feet above sea level at the southerly boundary of the Servient Property and then slope towards the northern boundary of the Servient Property in order to allow for flood water drainage from the Dominant Property over the easement as described below.

c. The overhead clearance over the easement will be at least 7 feet of unobstructed head room No lights, pipes, ducts, beams, or other physical obstructions may reduce the overhead clearance over the driveway easement to less than 7 feet.

4. Temporary Driveway. Until such time as Grantor or its successors or assigns builds on the Servient Property, Grantee shall have the right, but not the obligation, to use the easement and such other portions of the Servient Property as are reasonably necessary to excavate, construct and pave, at Grantee's sole expense, a temporary driveway along the easement and thereafter maintain the same at Grantee's sole expense. This temporary driveway will be located approximately at the center of the Servient Property to permit the Grantor to provide (where possible) temporary surface parking on either side of the driveway. Grantee shall have no obligation to build a retaining wall. Excavation shall only take place where necessary because of changes in grade. Any landscape requirements imposed by the City of Park City as a condition of the construction of the temporary driveway are the sole expense of Grantee. Until such time as Grantor or its successors or assigns builds on the Servient Property, Grantee shall have the

right to use such portions of the Servient Property as are reasonably necessary to enable Grantee to construct a parking garage on the Dominent Property.

5. Construction on Servient Property. Grantor hereby reserves all rights to the Servient Property other than those expressly granted in this easement, including the right to build a building on, over, and around the easement, provided that the minimum access will be maintained upon the completion of construction. When Grantor elects to build on the Servient Property, such construction will be subject to the following:

a. Grantor shall have the right to remove any improvements constructed by Grantee under the temporary easement, at the cost of the Grantor. Grantee will be given advance notice of the proposed construction and a reasonable opportunity to salvage any materials that might be salvageable for re-use.

b. During the actual period of construction, Grantor may block the easement to accommodate actual excavation for foundations, actual pouring of concrete and other construction activities that make it impossible or unsafe for the users of the easement to cross through the Servient Property, provided that Grantor will pursue such construction with reasonable diligence, and as soon as practicable, re-open the driveway for use, and will at all times provide for flood water drainage as described below.

c. Doorways and security will be of a design that meets the applicable codes for drainage, as provided below.

d. In the event that the Dominant Property is still unimproved at the time the Servient Property is improved, the wall on the common boundary between the two will be finished with a knock-out panel so that when the Dominant Property is improved, the driveways can be linked with a minimum of expense or remodeling of the property.

6. Flood Drainage Use. Both the Dominant and Servient Properties have been identified as being within a 100 year flood plain, and are subject to special requirements for the drainage of flood waters from the properties. The Park City Land Management Code in effect at the time this easement is granted is fully satisfied by allowing flood drainage from the Dominant Property to flow along the easement hereby granted through to 9th Street. Accordingly, Grantee shall also have the right to use the easement granted hereby for flood drainage purposes. To accommodate this drainage function, the finished floor elevation of the garage will start at 6971.84 feet above *

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sea level at the southern boundary of the Servient Property, slope towards the northern boundary of the Servient Property, with no ramps, speed bumps, or other areas within the easement that raise that elevation or would otherwise divert the water or prevent it from draining.

7. Storm Drain Use. Grantee, at its sole cost and expense, shall also have the right, but not the obligation, to use the easement for the construction, installation, use, maintenance, repair and replacement, as required, of an underground storm drain servicing the Dominant Property. The Servient Property shall also be entitled to make use of the storm drain. During such construction, Grantee shall also have the right to use such other portions of the Servient Property as are reasonably necessary to construct said storm drain.

8. Use by Servient Property Owner. Grantor, for itself and each subsequent owner of the Servient Property, reserves the right at all times, and without restriction by Grantee, to use the easement for a driveway access to the Servient Property, to build over, under, or around the easement subject to the restrictions contained in this Easement Deed, to install underground utilities within the easement, and to grant to third parties additional easements or rights for utilities, access, or other purposes that are not inconsistent with Grantee's rights hereunder. Except as specifically granted in this Easement Deed, all other rights in conjunction with the Servient Property are reserved to the owner of that Property, and will not be unreasonably interfered with.

9. Insurance. From the time that Grantee begins using the easement, whether as a temporary surface easement, or when there is a building built on the Servient Property, and as a condition precedent to any use of the Servient Property, the owner of the Dominant Property will provide the following insurance:

a. Insurance. The owner of the Dominant Property will provide public liability and property damage insurance covering the use and operation of the interim drainage easement. The minimum policy amount will provide a minimum of $1 million in public liability coverage for each occurrence, and $500,000 in property damage for each occurrence. The owner of the Servient Property will be named as an additional insured. The insurance policies will have a ten day cancellation notification provision in favor of the additional insureds. The policies will be written by insurance companies reasonably acceptable to the additional insured parties, which consent will not be unreasonably withheld.

b. Indemnity. Notwithstanding the insurance required above, whether policies are in place or not, or sufficient to cover any claims, the owner of the Dominant Property agrees to indemnify and hold harmless the owner of the Servient Property from any claims of personal injury or property damage resulting from the construction, maintenance, or of this easement by the Grantee.

c. Construction Bonding. All construction work undertaken in conjunction with the initial construction, operation, maintenance, or use of the temporary surface easement will be bonded if the cost or nature of the work is such that it might reasonably exceed $5,000. Contractors will provide a 100% material and labor payment bond, and also a 100% completion bond guaranteeing the prompt completion of any work.

d. Mechanics Liens. The Servient Property shall never be subject to liens or claims for construction labor or materials resulting from the construction of the temporary driveway easement. Upon receipt of notice of any lien, the owner of the Servient Property will notify the owner of the Dominant Property, who will have 45 days to discharge the lien, or place funds in escrow sufficient to discharge the lien while diligently contesting it. If the owner of the Servient Property discharges the lien (which it may do in its sole and absolute discretion, but without obligation to do so), the owner of the Dominant Property agrees to reimburse the owner of the Servient Property. Any such payment to discharge a lien will bear interest at the rate of 3% over the prime lending rate announced by Bank of America, or 12% per annum, whichever is higher. If any action is brought to collect the amount of any lien, the owner of the Servient Property is entitled to collect all costs of court and reasonable attorneys fees incurred in defending the title to the Servient Property against the lien, and recovering the amount of any payment to discharge the lien from the owner of the Dominant Property.

e. Construction insurance. All contractors performing work on the construction, maintenance, or repair of the driveway and storm drain will be required to provide Builder's All Risk insurance with liability limits of at least $1 million. Contractors will also have to provide evidence of workman's compensation insurance coverage. The owner of the Servient Property will be named as an additional insured on these policies.

10. Management of Parking Garage. When both the Dominant and Servient Properties are developed, it is anticipated that the parties will operate the underground garage as a single garage, with common insurance, security,

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management and maintenance. This may be accomplished as the parties agree, whether in a condominium owners regime or by leases and cross easements.

11. Exceptions. This grant of easement is also subject to the exceptions listed on Schedule 6.

Executed this 12 day of May, 1993.

GRANTOR:

McINTOSH MILL, LTD., a Utah limited partnership

By Harry Reed
Harry Reed, General Partner

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 12 day of May, 1993 by Harry Reed, who is the general partner of McIntosh Mill, Ltd., a Utah limited partnership, who executed the foregoing on behalf of that partnership with proper authority.

Notary Public
Residing at: Summit Co Ut

Commission Expires:
Nov 27, 1995

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EXHIBIT M

Amended Easement Deed Exhibit M

When Recorded, Mail to:
MPE, Inc.
P.O. Box 2429
Park City, Utah 84060

Space Above for Recorder's Use

6903 | 7076

Amended and Restated
CROSS EASEMENT AGREEMENT

THIS AGREEMENT made this 1st day of October, 1996, by and between Quitting Time Limited Partnership, a Utah limited partnership ("Quitting Time"), SWEENEY LAND COMPANY, a Utah general partnership, MPE Inc. a Utah corporation (collectively "Sweeney") and THE CALEDONIAN COMPANY, L.L.C. a Utah limited liability company ("CALCO").

WHEREAS, Quitting Time, Sweeney and CALCO's predecessor in interest, Town Lift Hotel Partners, a Utah limited partnership, previously executed a Cross Easement Agreement dated November 10, 1994 and recorded January 13, 1995 as Entry No. 00422985 at Book 00862, Pages 00313-00422 of the Records of the Summit County Recorder, which agreement this Agreement amends and restates in its entirety; and

WHEREAS, under the terms of Quitting Time's Limited Partnership Agreement provision was made for the the distribution of its assets to its partners, which assets included the CALCO Site and the Sweeney Sites (as said terms are hereinafter defined); and

WHEREAS, the parties hereto now desire to develop and utilize a certain parcel of real estate owned by CALCO located in Summit County, Utah and described on Exhibit "A" hereto (the "CALCO Site") and two other certain parcels of real estate owned by Sweeney located in Summit County, Utah described on Exhibit "B" hereto (the "Sweeney Sites") (said sites are sometimes referred to singly as a "Site") and collectively referred to as the "Entire Parcel") as an integrated and unified hotel/residential and commercial shopping condominium, retail center and Town Lift Base; and

WHEREAS, the parties hereto desire to provide and maintain reciprocal easements for pedestrian and vehicular ingress, egress, parking, passage and traffic and for utilities in, over, upon, across and through the Common Areas (as defined Section 1.04 below) and such other areas as are hereinafter provided as though the Entire Parcel were developed and utilized as a single integrated and unified hotel/residential and commercial shopping condominium, retail center (including food sales) and Town Lift

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1996 OCT 01 16:05 PM FEE $234.00 BY DMG
REQUEST: COALITION TITLE

234.00

Base (collectively "Project"); and

NOW, THEREFORE, in consideration of One Dollar ($1.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I
Definitions

1.01 Association. The term "Association" shall mean the association of condominium unit owners as described in Utah Code Annotated, Sections 57-8-15 through 57-8-16.5, which will regulate the rights and the responsibilities of owners of any condominium located upon the CALCO Site upon the approval, execution and recordation of the condominium declaration (the "Declaration") and record of survey map (the "Map"). The Association shall be subject to the terms and conditions of this Agreement. The Association when formed will regulate the rights and responsibilities contained herein of the Owners of the CALCO Site upon recordation of the Declaration and Map as further defined below.

1.02 Benefited Site. The term "Benefited Site" shall mean and refer to those portions of the Entire Parcel which are benefited by the easements and rights herein set forth and constitute the dominant estate.

1.03 Burdened Site. The term "Burdened Site" shall mean and refer to those portions of the Entire Parcel which are burdened by the easements and rights hereinafter set forth and constitute the servient estate.

1.04 Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are from time to time devoted primarily to stairways and elevators serving parking, approaches, exits, entrances, sidewalks, exterior landscaping, exterior and interior driveways, and other similar areas and the common lighting, drainage and utility facilities; excluding, however, any such areas which are exclusively dedicated to the use of the Owners of the residential condominium or hotel units under the Declaration and located on the CALCO Site and the Owners of the Sweeney Sites as set forth in Section 2.01.7(c)(vii) herein.

1.05 Declaration. The term "Declaration" shall mean the declaration of the mixed-used residential and commercial condominium project, including parking garage, currently being constructed by CALCO upon the CALCO Site in accordance with the Guidelines (hereinafter referred to as the "The Caledonian Condominiums") which Declaration is to be recorded upon

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substantial completion of The Caledonian Condominiums.

1.06 Guidelines. The term "Guidelines" shall mean and refer to that certain document entitled "Guidelines and Volumetrics Town Lift Project - Phase B", revised March 17, 1994 including Sheets 1-3 prepared by Eldon Beck Associates (the "Eldon Beck Associates Drawings") and Sheets 1-16 prepared by Alliance Engineering (the "Alliance Engineering Drawings"), which are a part thereof, a copy of which is attached as Exhibit "C". Said Guidelines received small scale master plan and preliminary plat approval on December 30, 1992 by the Park City Council, subsequently were amended and ratified by Park City's Town Lift Design Review Task Force on June 7, 1993 and August 2, 1993 respectively, and received final plat approval by ordinance of the Park City Council on March 3, 1994.

1.07 Map. The term "Map" shall mean the Record Map of Survey of The Caledonian Condominiums which is to be recorded upon substantial completion of The Caledonian Condominiums.

1.08 Occupant. The term "Occupant" shall mean and include each of the parties hereto and each Owner, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.09 Owner. The term "Owner" shall mean each of the parties hereto and each individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an Ownership interest in fee in any part of the Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners"); provided, however, subsequent to the recording of the Declaration and Map (as defined above) all of the rights and obligations of the Owners of the CALCO Site shall be deemed to be vested in the Association and its Board of Trustees and governed by the Bylaws of such Association.

1.10 Permittees. The term "Permittees" shall mean and refer to all Occupants and all guests, customers, employees, licensees and other business invitees of Occupants.

1.11 Town Lift. The term "Town Lift" shall mean the ski lift commonly known as the "Town Lift" and being the same ski lift referred to in the Town Lift Agreement and Guidelines that terminates at the Town Lift Base.

1.12 Town Lift Base. The Town Lift Base ("Town Lift Base") is shown on the Eldon Beck Associates Drawings and the Alliance Engineering Drawings and is subject to the terms of the

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1981 Town Lift Agreement (the "Town Lift Agreement") a copy of which is attached as Exhibit "D". The parties acknowledge that part of the Entire Parcel continues to be subject to the Town Lift Agreement and that Owners shall jointly and severally enjoy whatever rights are granted to Quitting Time's predecessor in interest thereunder and shall be subject to the obligations imposed thereunder. In the event said Town Lift Agreement conflicts with any term hereof, the terms hereof shall govern unless third parties have the right to enforce said Town Lift Agreement against the Owners in a manner contrary to the terms hereof.

ARTICLE II
Easements

2.01 Grant of Easements. CALCO and Sweeney hereby grant to one another and to the Owners the following easements for use by CALCO, Sweeney and the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1 Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and stairways and elevators serving the same, excluding, however, stairways and elevators access exclusively designated under the Declaration for the use of the Owners of residential units on the residential floors of The Caledonian Condominiums constructed on the CALCO Site; and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available to Permittees by such Owner for general use as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Guidelines; and nonexclusive easements for the purpose of allowing the Permittees, as well as invitees of any operator of the Town Lift Base, access to the Town Lift Base and associated ticket office and restrooms in conformity with the Guidelines.

2.01.2 Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owners thereof from time to time for vehicular accessways throughout the parking garages as such portions may be relocated from time to time by such Owners in conformity with the Guidelines; limited further by the parking rights and regulations

of the Owners of each Site, provided such rights and regulations shall not materially interfere with the use of such vehicular traffic easement for the driveway from Park Avenue through the parking structure to 9th Street and further subject to the rights of the Owners to control access to the westerly portion of the parking garages on the lower level as set forth in Sections 2.01.7(c)(vii) and 2.02 herein.

2.01.3 Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site ("Common Components"), the encroachment of Common Components and the maintenance, repair and replacement of the same; limited, however, to those portions of each Site on which an improvement is directly adjacent to an improvement constructed on another Site ("Contiguous Sites"). Any Owner of a Benefited Site which desires to claim the benefit of the foregoing easement for Common Components and encroachments shall be entitled to exercise such right on the following conditions:

(a) The Owner of the Benefited Site shall submit plans and specifications showing the Common Components proposed to be constructed on the Contiguous Sites to the Owner of the Burdened Site which shall be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site, including an estimate of costs and the ratio which the load contributed by the improvements of each Owner bears to the total load on the Common Components. Such plans and specifications shall be consistent with the Guidelines. Any approval requested shall not be unreasonably delayed, denied or withheld and approval or disapproval shall be given in writing within thirty (30) days of receipt of the request. The failure to disapprove in writing a request within that time period shall be deemed approval of the request.

(b) The construction of the improvements on the Contiguous Sites shall be diligently prosecuted by the Owner of the Benefited Site with due care and in accordance with sound design, engineering and construction practices in a manner which is customary for such improvements and which shall not unreasonably interfere with the use of the Burdened Site or the improvements thereon or impose an unreasonable load on such improvements.

(c) When the exercise of the rights hereby granted to the Owner of the Benefited Site requires entry upon the Burdened Site or the improvements thereon, the Owner of the Benefited Site shall give due regard to the use of the Burdened Site and the improvements thereon in the exercise of such rights and shall promptly repair, replace or restore any and all improvements on the Burdened Site which are damaged or destroyed

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in the exercise of such rights.

(d) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements to the Contiguous Sites, the Owner of the Burdened Site and the Owner of the Benefited Site shall share proportionately the cost of construction of Common Components consistent with the Guidelines; the cost of maintenance, repair and replacement of any Common Components consistent with the Guidelines constructed by either of them which provides vertical or lateral support to contiguous improvements; and the cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder consistent with the Guidelines, in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such Common Components. Upon the completion of said Common Components, the Owner of the Burdened Site shall, within thirty (30) days of receipt from the Owner of the Benefited Site of an itemized invoice for the aforementioned proportionate costs of Common Components shall reimburse the Owner of the Benefited Site said proportionate costs.

(e) The Owner of the Burdened Site agrees upon the written request of the Owner of the Benefited Site, to execute and deliver an instrument in recordable form legally sufficient to evidence further the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

2.01.4 Utility Easements. Nonexclusive easements for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of: heating, air conditioning and ventilation systems, water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; cable television and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that unless otherwise agreed in a separate written agreement between the affected Owners, all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") shall be installed underground or otherwise enclosed and shall be installed, operated and maintained in a manner which shall not unreasonably interfere with the use of the Entire Parcel or any Burdened Site or improvements on which such Utility Facilities are located. It is understood and agreed that items such as manhole covers, hydrants, standpipes, ventilation openings, meters, control valves, transformers and other similar items customarily required to be located above ground shall not be required to be installed underground. The Owner of any Burdened Site affected by any of such utility easements shall have the right, at any time, and from time to time, to relocate any Utility Facilities then

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located on the Burdened Site on the conditions that: (i) such right of relocation shall be exercisable only after thirty (30) days prior written notice of the intention to relocate has been given to Owners using the Utility Facilities to be relocated; (ii) such relocation shall not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (iii) such relocation shall not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation shall be borne by the Owner relocating the Utility Facilities.

2.01.5 Access Easements. Nonexclusive easements in accordance with the access points and driving lanes shown on the Guidelines between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.6 Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including grading, balancing and compaction of soils and other sitework materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, shall be diligently prosecuted in accordance with sound construction practices and shall not unreasonably interfere with the use of the Burdened Site or the improvements thereon.

2.01.7 Parking Easements. Sheets 5 and 6 of the Alliance Engineering Drawings, included within the Guidelines, show the parking plans for Levels 1 and 2 which shall serve the CALCO Site and the Sweeney Sites. Said plans have also been interlineated, to show which portions of the parking shall be located on the CALCO Site and which portions of the parking shall be located on the Sweeney Sites. Each Owner shall be responsible for the construction of its own parking garage(s), which shall be designed to hook onto the contiguous parking garage(s) of the other Owner(s). In order to facilitate the efficient construction and operation of the parking garages, when built, the parties agree as follows:

(a) The parties hereby grant to each other reciprocal easements permitting the Owners and their Permittees vehicular access to enter and exit the Project and proposed garages, when built, from 9th Street on the North and Park Avenue on the West and to circulate on the driveways throughout the parking garages, subject to the rights of the Owners to control access to the westerly portion of the parking garages as set forth in Sections 2.01.7(c)(vii) and 2.02 herein.

(b) Sweeney and CALCO hereby grant to each other a

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right of first refusal on excess parking spaces in each other's respective parking garage areas as referenced hereinabove. The term "excess parking spaces" or "excess parking" shall mean parking spaces in excess of those required by Park City Municipal Corporation and otherwise as determined necessary by the Owner of said excess parking, at the sole discretion of said Owner. If and when either party determines that it has excess parking, it shall offer it to the other party for a price equal to the reasonable estimated construction costs of the parking, including design and financing, but not including land cost or the portion of the excavation, footing and foundation costs that is properly allocated to the plaza shown in the Guidelines or buildings above the parking. Said offer shall be made in writing, by postage prepaid, certified mail, return receipt requested. The party being offered parking shall then have ten (10) days from the date of mailing to either accept the offer in writing, or reject it, with silence deemed rejection. The terms shall be cash due upon the issuance of a certificate of occupancy by Park City Municipal Corporation. The purchase shall be effected through the granting of a perpetual, exclusive easement by the seller to the buyer, which shall be accomplished through an amendment to this Agreement, or if for any reason the same is not possible, then through any other reasonable means. The parties acknowledge that they have or their predecessors have previously executed, along with certain other parties, a Joint Planning Settlement Agreement (referred to herein as the "Settlement Agreement"), dated May 18, 1993. Under the terms of paragraph 9(e) of the Settlement Agreement, McIntosh Mill, Ltd. ("McIntosh") is granted certain rights to purchase certain parking rights in excess of the needs of Quitting Time Ltd., in which CALCO and Sweeney are partners. If excess parking is offered either CALCO or Sweeney by the other, and the offer is rejected, then said parking shall be offered to McIntosh in accordance with the Settlement Agreement. If McIntosh rejects the offered parking, the party with excess parking may sell it to a third party in the form of a perpetual easement granted by the seller to the buyer. Said easement shall in all events be subject to the terms of this Agreement. The terms of this clause 2.01.7(b) may be enforced by specific performance.

(c) It is the parties' intent that the parking garages, when built, together with any contiguous parking garage constructed by McIntosh and linked with the Owners' parking garages as provided in those certain Easement Deeds executed by Quitting time and McIntosh, and referenced in Section 2.01.7(d) below, shall function as a single parking garage for purposes of management, security, maintenance and charges. Each party shall be separately responsible for constructing its own garage(s). In connection with the foregoing, the parties further acknowledge and agree:

(i) At the time of recording of this Agreement, the current Owners of the CALCO Site and the current

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Owners of the Sweeney Sites have commenced construction of their respective parking garages pursuant to separate construction contracts (the "Construction Contracts") entered into or to be entered into by said Owners with New Star General Contractors ("New Star"), which garages are designed to have some shared systems, including without limitation, certain shared footings, structural walls, floor systems and mechanical systems. The costs of construction of each Owners's garage have been segregated under the Construction Contracts, and to that extent, such Construction Contracts constitute a "definitive agreement to the contrary" for the purpose of determining the sharing of initial construction costs of Common Components and Common Improvements pursuant to Sections 2.01.3 (d) and 6.05(c) hereof.

(ii) Each garage shall be of high quality construction, use high quality materials and compliment the architecture of the plaza area as referenced in Exhibit "C".

(iii) Once the garages are built, they shall be operated together for purposes of access, security, management, and maintenance and charges pursuant to a management contract or lease (the "Parking Agreement") executed by the Owners with a single manager or operator acceptable to the Owners. Unless the Owners of the garages so agree at the time they are built pursuant to the Construction Contracts, or building codes require otherwise, the mechanical systems and lighting shall remain independent for each garage.

(iv) Each garage shall provide handicap parking, building access, stairwells and elevators consistent with the Guidelines.

(v) Each garage shall have, in general, 9 1/2 foot vehicular clearance except where a lower clearance is reasonably required to make the overhead commercial space or plaza function as anticipated by the Guidelines. In no case shall such vehicular clearance be less than 7.5 feet. Notwithstanding the foregoing including any contrary indication in the Guidelines, 9 1/2 foot vehicular clearance shall in all events be required when necessary to meet all applicable handicap codes and to provide handicap van access and parking.

(vi) Each garage shall be open 24 hours a day and may be heated in selected areas at the sole discretion of each Owner.

(vii) Unless provided otherwise in the Parking Agreement, parking shall be reserved exclusively for the Owners of each Site, with each Owner being entitled under the Parking Agreement to charge for and regulate the use of all parking stalls which are located on such Owner's Site subject to Section 2.01.7(c)(ii) herein; and provided, however, no such use

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by any such Owner or its Permittees shall materially interfere with the use of the vehicular access easement which connects the parking garages as set forth in Section 2.01.7(a) herein. The parties acknowledge and agree that the Owner of the CALCO Site, including the Association under the Declaration, may at its sole discretion, reserve on the CALCO Site parking spaces which are either exclusively or on a priority basis reserved for the use of the Owners of the residential or commercial condominium units located on the CALCO Site, with a portion of such reserved parking spaces having a separate controlled access system so long as the use of such access system does not materially interfere, as set forth in Section 2.02 herein, with the use of the vehicular access easement which connects the parking garages as set forth in Section 2.01.7(a) herein. Under the current design of the parking garages being built on the CALCO Site and Lots B-2 and B-3 of the Sweeney Sites, the right of the Owner of the CALCO Site to have controlled access parking would be limited to a maximum of 25 parking spaces located nearest to the elevator on the southwest side of the lower level of the parking garage on the CALCO Site. The parties acknowledge and agree that the Owner of the Sweeney Sites may, at its sole discretion, reserve somewhere on the Sweeney Sites one parking space which is either exclusively or on priority basis reserved for the use to the Owner of the Sweeney Sites, with a separate controlled access system so long as the use of such access system does not materially interfere, as set forth in Section 2.02 hereto, with the use of the vehicular access easement which connects the parking garages as set forth in Section 2.01.7(a) hereof. In addition, the Owner of the Sweeney Sites shall be entitled to reserve on the Sweeney Sites two parking spaces for the use of the Park City Ski Area pursuant to the provisions of the Town Lift Agreement. Except as provided above, it is the intent of the Owners to make available the balance of the parking spaces in the parking garages under the Parking Agreement primarily for hourly public parking for customers of the commercial space in the Project, with limited monthly parking as reasonably necessary for commercial tenants and their employees of the commercial space in the Project. The Owners covenant and agree that they will not rent parking places in the parking garages for skier parking on a daily, weekly or monthly basis.

(d) The parties acknowledge that the CALCO Site and the Sweeney Sites continue to be subject to the easement deeds referenced in the Joint Planning Settlement Agreement, including but not necessarily limited to Exhibits "C," "L" and "M" thereto as recorded on pages 114, 127 and 102, respectively, in Book 0728, Summit County Recorder's Office, Summit County, Utah. Both CALCO and Sweeney shall enjoy whatever rights are granted to Quitting Time thereunder as well as remain subject to the obligations imposed thereunder. In the event said easement deeds conflict with any term hereof, the terms hereof shall govern unless third parties have the right to enforce said easement deeds against the

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Owners in a manner contrary to the terms hereof.

(e) The parties further agree, unless the Owners subsequently otherwise agree, that the parking spaces shall be marked as set forth in the Guidelines indicating that said parking spaces are for the use of the Owners of each respective Site and their Permittees. The parties further agree as follows:

(i) Nothing shall be done or kept in the garages which shall increase the rate of insurance on the garages or contents thereof beyond that which is customarily applicable for commercial use or shall result in the cancellation of insurance on either garage. Furthermore, no Owner shall permit anything to be done or kept in its respective garage or in the Common Areas which is in violation of any law or regulation or any governmental authority.

(ii) Nothing shall be done in any garage or on or to the Common Areas which shall impair the structural integrity of the garages once connected.

(f) Notwithstanding anything to the contrary set forth herein, in the event that Park City Municipal Corporation or any agency thereof restricts the right of the parties hereto to build the parking garages, including the parking garage to be built by McIntosh as referenced in Section 2.01.7 hereof, in such a manner as to preclude the use of the easements referred to in Section 2.01.7(d) hereof to exit the parking garages on 9th Street, then the Parties hereto agree that they shall utilize the northwesterly side of the lower level of the parking garages on the CALCO and Sweeney Sites, and its drive-throughs, in such a manner that traffic through the parking garages can return to the entrance and exit located on the Park Avenue side of such parking garages.

2.01.8 Lighting Facilities Easements. Nonexclusive easements for access to and use by the Owners and Occupants of either Site to the public light poles located adjacent to the perimeters of either Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Areas on a Site.

2.01.9 Fire and Emergency Access Easements. Nonexclusive easements for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas of the Entire Parcel.

2.01.10 Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably necessary to enable any other Owner of a Site to perform any of the provisions of this Agreement which a

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defaulting Owner has failed to perform.

2.01.11 Sign Easements. Nonexclusive easements under, through and across the Common Areas of each Site for the installation, operation, maintenance, repair and replacement of such sign(s) as may be erected by agreement of the Owners, including all appurtenant utility lines and facilities. Except where otherwise specifically stated herein to the contrary, the Owner of the Benefited Site shall bear all costs related to the installation, maintenance, repair and replacement of its sign and appurtenant facilities and shall repair to the original specifications any damage to the Common Areas resulting from such use.

2.01.12 Surface and Parking Water Drainage Easements. Nonexclusive easements for the flow of a reasonable volume of surface or parking water (water from melting ice and snow carried into parking garages by vehicles, also water used to wash such parking garages) to the nearest drainage catch basins or waterways; provided, however, that (a) the easement for surface or parking water drainage shall be consistent with the Guidelines; and (b) following the construction of Common Areas and buildings on a Benefited Site, no Owner of the Benefited Site shall alter the flow of surface or parking water onto a Burdened Site in a manner that would materially increase the volume, or materially decrease the purity or quality, of surface or parking water flowing onto the Burdened Site. The parties hereto agree not to use salts (Sodium Chloride or other salts) to melt or prevent ice on surfaces overlying Common Areas and buildings in the Project.

2.01.13 Flood Water Easements. Easements to accommodate flood waters necessary to satisfy the requirements of all applicable federal, state, and local flood plain ordinances. No Owner shall take any action or undertake any construction which shall violate or be inconsistent with the aforementioned flood water easements.

2.02 Unimpeded Access. The Owners agree that, except for any control gates or other equipment permitted (i) pursuant to the Parking Agreement for control of general ingress or egress of the public or (ii) pursuant to Section 2.01.7.(c)(vii) hereof relating to the segregated parking for the Owners of the CALCO and Sweeney Sites, no barricade or other divider shall be constructed between the Sites. The Owners further agree that, the Owners shall do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site in accordance with the easements herein; provided that each Owner shall have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. The Owners agree that, unless specifically otherwise agreed in writing by such Owners, no access

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